

ORDER FOR CONDUIT & POLE LOCATION

In the City Council for the City of Salem, Massachusetts.

ORDERED:

That permission be and hereby is granted to Comcast Cable Communications Management LCC., to lay and maintain underground conduits, manholes and poles, with the wires and cables to be placed therein, under and above the surface of the following public way or ways as requested in petition of said Company dated January 10, 2024

**Central Street and Derby Street:** Starting at the existing Comcast Manhole located at 37 Central Street excavating to place (1) 3" PVC Conduit 295'+/\_ to a proposed 3'x 3' Manhole. From the newly placed manhole excavating to place (1) 3" PVC Conduit 35'+/\_ to provide the Comcast Service to number 311 Derby Street.

Substantially as shown on plan, filed with said petition.

Also that permission be and hereby is granted said Comcast to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions:

1. The conduits and manholes shall be of such materials and construction and all work done in such manner as to be satisfactory to the City Council or to such officers as it may appoint to the supervision of the work.
2. Said Company shall indemnify and save the City harmless against all damages, costs and expense whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
3. In addition said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Fifty Thousand Dollars (\$50,000) (reference being had to the bond already on file with said City) conditioned for the faithful performance of its duties under this permit.
4. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

I hereby certify that the foregoing order was adopted at a meeting of the City Council for the City of Salem, Massachusetts, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(over)

\_\_\_\_\_  
City Clerk

We hereby certify that on \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., at Salem, Massachusetts a public hearing was held on the petition of the Comcast for permission to lay and maintain underground conduits, manholes and connections, with the wires and cables to be placed therein, described in the order herewith recorded, that we mailed at least seven days before said hearing a written notice the time and place of said hearing to each of the owners of real estate determined by the last preceding assessment for taxation along the ways parts of ways upon which the Company is permitted to construct the lines said Company under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Salem City Council; Salem, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order, and certificate of hearing with the notice adopted by the City Council for the City of Salem, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, recorded with the records of location orders of said City, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provision of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
City Clerk

NOTES:

1. These plans were prepared from record data on file at the City of Salem Engineering Department and various utility companies.
2. The locations of underground utilities/structures shown are based on the above referenced data. Locations of underground utilities/structures may vary from location shown and the need warranted to accurate and/or correct. Additional buried utility/structures to be encountered. No excavations were performed during the progress of this survey to locate buried utility/structures.
3. Upon completion of the trench work for the day, the contractor shall be responsible for repairing or replacing any traffic signal loops damaged during the installation of the new underground conduits and structures. Contractor shall confirm the number of conduits installed in the trench for the project with the Comcast Project Coordinator.
4. These plans were prepared for permitting purposes with the City of Salem, MA. After all utility lines have been marked out in the field the locations of the Proposed Comcast Underground Conduit may be adjusted to fit with the existing utilities in the field.
5. All work shall conform to the approval of the City of Salem Engineering and Public Works Department and the approval of the Land Surver as part of the project.
6. All work shall conform to the approval of the City of Salem Engineering and Public Works Department and the approval of the Land Surver as part of the project.
7. All work shall conform to the approval of the City of Salem Engineering and Public Works Department and the approval of the Land Surver as part of the project.
8. All work shall conform to the approval of the City of Salem Engineering and Public Works Department and the approval of the Land Surver as part of the project.
9. All work shall conform to the approval of the City of Salem Engineering and Public Works Department and the approval of the Land Surver as part of the project.
10. All work shall conform to the approval of the City of Salem Engineering and Public Works Department and the approval of the Land Surver as part of the project.

**CONSTRUCTION NOTES:**

1. Following the Dig-Safe, "mark out" and field verification of the existing underground utilities, the Proposed 4" PVC Schedule 40 Comcast Conduit shall be adjusted in the field by the utility contractor to avoid being located over any existing utilities.

**LEGEND**

CLIP	CLIP MARK
WD	WIRE MARK
TR	TRIP MARK
1	1" PVC CONDUIT
A	AIR
B	BLOCK
C	CURB
D	DRAIN
E	ELECTRIC
F	FIRE
G	GRASS
H	HYDRANT
I	IR
J	JUNCTION BOX
K	KERB
L	LANDSCAPE
M	MATERIAL
N	NOT TO SCALE
O	OPEN
P	PUMP
Q	QUICK
R	RAMP
S	SEWER
T	TRENCH
U	UTILITY
V	VARIABLE
W	WALKWAY
X	WATER
Y	YARD
Z	ZONE

**CONCRETE SIDEWALK DETAIL**

**GENERAL CATV TRENCH DETAIL**

**DETAIL NOTES:**

1. The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/PRDP Standards for the City/town and/or State where the project is located.

**HESS RETAIL STORES LLC**  
285 Derby Street  
Assessor's PID 34-04420

**REYES ARELLANO, LLC**  
300 Derby Street  
Assessor's PID 35-02894

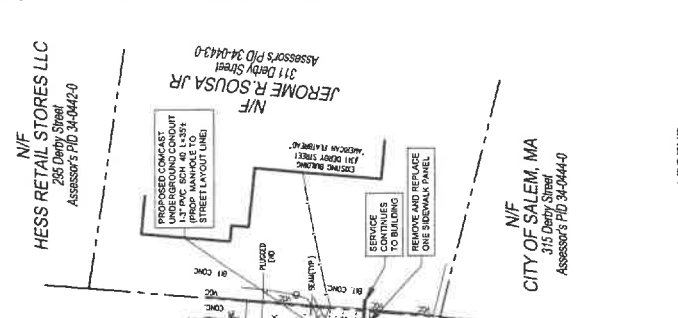
**CENTURY BANK AND TRUST COMPANY**  
37 Central Street  
Assessor's PID 35-02850

**ONELAF, LLC**  
41 Lafayette Street  
Assessor's PID 34-04280

**CONDOMINIUM - VARIOUS OWNERS**  
51 Lafayette Street  
Assessor's PID 34-0486

**CITY OF SALEM, MA**  
315 Derby Street  
Assessor's PID 34-04440

**JEROME R. SOUSA JR**  
317 Derby Street  
Assessor's PID 34-04430



**WARD 1, PRECINCT 2**  
**ESSEX COUNTY**  
**PLANNING DEPARTMENT**  
**SALEM, MA**

PROJECT NO: 18-0004  
DATE: October 11, 2018  
DRAWN BY: P. G. S. & C. T.  
CHECKED BY: P. G. S. & C. T.  
SCALE: AS SHOWN

**CONCRETE SIDEWALK DETAIL**

**GENERAL CATV TRENCH DETAIL**

**DETAIL NOTES:**

1. The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/PRDP Standards for the City/town and/or State where the project is located.

**LEGEND**

CLIP	CLIP MARK
WD	WIRE MARK
TR	TRIP MARK
1	1" PVC CONDUIT
A	AIR
B	BLOCK
C	CURB
D	DRAIN
E	ELECTRIC
F	FIRE
G	GRASS
H	HYDRANT
I	IR
J	JUNCTION BOX
K	KERB
L	LANDSCAPE
M	MATERIAL
N	NOT TO SCALE
O	OPEN
P	PUMP
Q	QUICK
R	RAMP
S	SEWER
T	TRENCH
U	UTILITY
V	VARIABLE
W	WALKWAY
X	WATER
Y	YARD
Z	ZONE



**WARD 1, PRECINCT 2**  
**ESSEX COUNTY**  
**PLANNING DEPARTMENT**  
**SALEM, MA**

PROJECT NO: 18-0004  
DATE: October 11, 2018  
DRAWN BY: P. G. S. & C. T.  
CHECKED BY: P. G. S. & C. T.  
SCALE: AS SHOWN

**CONCRETE SIDEWALK DETAIL**

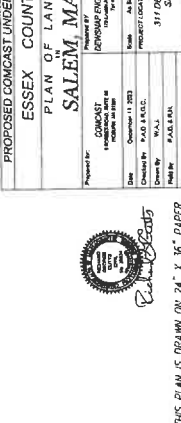
**GENERAL CATV TRENCH DETAIL**

**DETAIL NOTES:**

1. The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/PRDP Standards for the City/town and/or State where the project is located.

**LEGEND**

CLIP	CLIP MARK
WD	WIRE MARK
TR	TRIP MARK
1	1" PVC CONDUIT
A	AIR
B	BLOCK
C	CURB
D	DRAIN
E	ELECTRIC
F	FIRE
G	GRASS
H	HYDRANT
I	IR
J	JUNCTION BOX
K	KERB
L	LANDSCAPE
M	MATERIAL
N	NOT TO SCALE
O	OPEN
P	PUMP
Q	QUICK
R	RAMP
S	SEWER
T	TRENCH
U	UTILITY
V	VARIABLE
W	WALKWAY
X	WATER
Y	YARD
Z	ZONE



**WARD 1, PRECINCT 2**  
**ESSEX COUNTY**  
**PLANNING DEPARTMENT**  
**SALEM, MA**

PROJECT NO: 18-0004  
DATE: October 11, 2018  
DRAWN BY: P. G. S. & C. T.  
CHECKED BY: P. G. S. & C. T.  
SCALE: AS SHOWN

**CONCRETE SIDEWALK DETAIL**

**GENERAL CATV TRENCH DETAIL**

**DETAIL NOTES:**

1. The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/PRDP Standards for the City/town and/or State where the project is located.

**LEGEND**

CLIP	CLIP MARK
WD	WIRE MARK
TR	TRIP MARK
1	1" PVC CONDUIT
A	AIR
B	BLOCK
C	CURB
D	DRAIN
E	ELECTRIC
F	FIRE
G	GRASS
H	HYDRANT
I	IR
J	JUNCTION BOX
K	KERB
L	LANDSCAPE
M	MATERIAL
N	NOT TO SCALE
O	OPEN
P	PUMP
Q	QUICK
R	RAMP
S	SEWER
T	TRENCH
U	UTILITY
V	VARIABLE
W	WALKWAY
X	WATER
Y	YARD
Z	ZONE



**WARD 1, PRECINCT 2**  
**ESSEX COUNTY**  
**PLANNING DEPARTMENT**  
**SALEM, MA**

PROJECT NO: 18-0004  
DATE: October 11, 2018  
DRAWN BY: P. G. S. & C. T.  
CHECKED BY: P. G. S. & C. T.  
SCALE: AS SHOWN

**CONCRETE SIDEWALK DETAIL**

**GENERAL CATV TRENCH DETAIL**

**DETAIL NOTES:**

1. The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/PRDP Standards for the City/town and/or State where the project is located.

ORDER FOR CONDUIT & POLE LOCATION

In the City Council for the City of Salem, Massachusetts.

ORDERED:

That permission be and hereby is granted to Comcast Cable Communications Management LCC., to lay and maintain underground conduits, manholes and poles, with the wires and cables to be placed therein, under and above the surface of the following public way or ways as requested in petition of said Company dated January 10,2024

**Church Street:** Starting at the existing Comcast Manhole located at 65 Church Street excavating to place (1) 3" PVC Conduit 35' to provide the Comcast Service to number 71 Washington Street.

Substantially as shown on plan, filed with said petition.

Also that permission be and hereby is granted said Comcast to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions:

1. The conduits and manholes shall be of such materials and construction and all work done in such manner as to be satisfactory to the City Council or to such officers as it may appoint to the supervision of the work.
2. Said Company shall indemnify and save the City harmless against all damages, costs and expense whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
3. In addition said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Fifty Thousand Dollars (\$50,000) (reference being had to the bond already on file with said City) conditioned for the faithful performance of its duties under this permit.
4. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

I hereby certify that the foregoing order was adopted at a meeting of the City Council for the City of Salem, Massachusetts, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(over)

\_\_\_\_\_  
City Clerk

We hereby certify that on \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., at Salem, Massachusetts a public hearing was held on the petition of the Comcast for permission to lay and maintain underground conduits, manholes and connections, with the wires and cables to be placed therein, described in the order herewith recorded, that we mailed at least seven days before said hearing a written notice the time and place of said hearing to each of the owners of real estate determined by the last preceding assessment for taxation along the ways parts of ways upon which the Company is permitted to construct the lines said Company under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Salem City Council; Salem, Massachusetts

CERTIFICATE

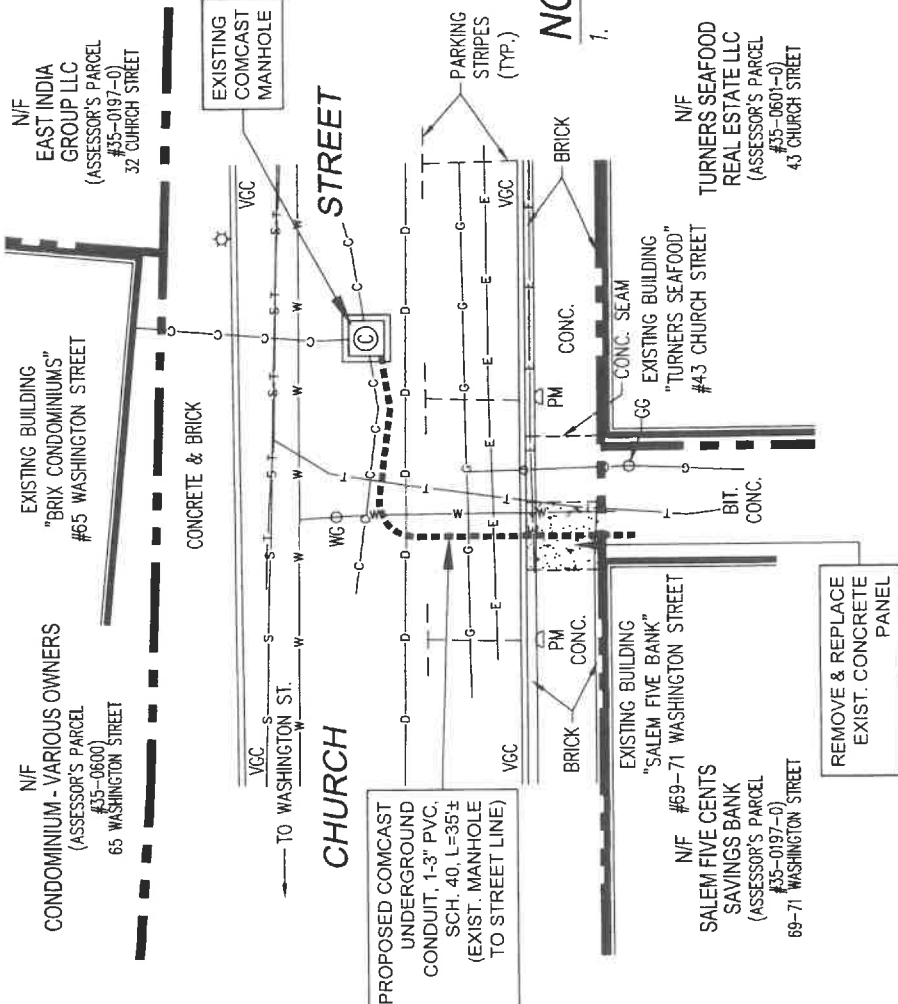
I hereby certify that the foregoing is a true copy of a location order, and certificate of hearing with the notice adopted by the City Council for the City of Salem, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, recorded with the records of location orders of said City, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provision of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
City Clerk

**LEGEND**

- CB CATCH BASIN
- ☆ LP LIGHT POLE
- ⊗ WG WATER GATE
- △ FIRE HYDRANT
- ⊕ MANHOLE
- ⊕ TELEPHONE MANHOLE
- ⊕ ELECTRIC MANHOLE
- ⊕ EHH ELECTRIC HAND HOLE
- ⊕ SEWER MANHOLE
- ⊕ DRAIN MANHOLE
- VGC VERTICAL GRANITE CURB
- S6C SLOPED GRANITE CURB
- PCC PRECAST CONCRETE CURB
- ⊕ UTILITY POLE
- ⊕ SIGN
- ⊕ SIGN
- 15"DT DECIDUOUS TREE
- G GAS LINE
- W WATER LINE
- T TELEPHONE LINE
- E ELECTRIC CONDUIT
- S SEWER LINE
- D DRAIN LINE
- C CATV LINE
- APPROX. P.L.
- PROPOSED COMCAST UNDERGROUND CONDUIT
- DBL YELLOW CENTER LINE
- SINGLE YELLOW EDGE LINE
- SINGLE WHITE EDGE LINE
- SINGLE WHITE LANE LINE
- SINGLE WHITE LINE
- DASHED WHITE LINE
- B STEEL BOLLARD
- EOP EDGE OF PAVEMENT
- GRS GALVANIZED RIGID STEEL

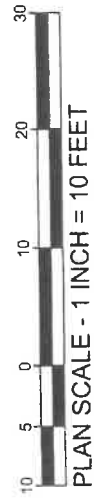


**NOTES:**

- For notes and construction details see sheet 2.



*Richard George Cutts*



THIS PLAN IS DRAWN ON 11" X 17" PAPER.

WARD 2, PRECINCT 2  
**ESSEX COUNTY**  
 PLAN OF LAND  
**SALEM, MA**

Prepared for:	COMCAST 9 FORBES ROAD, SUITE 99 WOBURN, MA 01801	Scale:	As Shown
Date:	December 11, 2023	PROJECT LOCATION:	69-71 WASHINGTON STREET SALEM, MA
Checked By:	P.A.D. & R.G.C.	Field By:	P.A.D. & R.H.
Drawn By:	W.A.J.	Sheet No.	1 of 2

Prepared by:  
 DEWSNAP ENGINEERING ASSOC. LLP  
 178 Lincoln Avenue - Saugus, MA 01906  
 Tel: (781) 233-0585

**NOTES:**

- These plans were prepared from record data on file at the City of Salem Engineering Department and various utility companies.
- The locations of underground utilities shown are based on the above referenced data. Locations of underground utilities/structures may vary from location hereon and are not warranted to be accurate and/or correct. Additional buried utilities/ structures may be encountered. No excavations were performed during the progress of this survey to locate buried utilities/structures.
- Prior to any construction the Contractor shall notify DIG-SAFE at least 72 hours in advance at 811 (National Call Number) for verification of utilities and for field locations.
- It is the responsibility of the utility contractor installing the Comcast underground conduit to notify those utility companies not associated with the DIG-SAFE system to verify the locations of their respective utilities. Also, the installing contractor shall be responsible for repairing or replacing any traffic signal loops damaged during the installation of the new Comcast underground conduits and structures.
- Prior to the start of construction, the Utility Contractor shall confirm the number of conduits and size of the conduits for this project with the Comcast Project Coordinator.
- These plans were prepared for permitting purposes with the City of Salem, MA. After all utility lines have been marked out in the field the locations of the Proposed Comcast Underground Conduit may be adjusted to fit with the existing utilities in the field.
- All work to be performed is for the installation of the New Comcast underground conduit.
- All work shall conform to the approving authorities Engineering and DPW Standards.
- Upon completion of the trench work for the day, the contractor shall backfill, compact and pave the trench in all roadway and sidewalk areas and the work area shall be broom swept clean. In grassed areas the trench shall be loamed, seeded and hay mulch spread to keep the area stabilized until the grass has taken hold.
- All concrete sidewalks disturbed or damaged by the placement of the Comcast Underground Conduit shall be repaired/replaced in kind in accordance with the City of Salem Standards and requirements. All Curbing, Signage, Road and Parking stripping and traffic signal conduits, wiring or detection loops disturbed during the placement of the Comcast Underground Conduit shall be restored/replaced to their original condition by the Utility Contractor. All property and street line bounds and markers expected to be damaged or disturbed by the placement of the Comcast Underground Conduit shall be located and tied in by a Massachusetts Registered Professional Land Surveyor prior to the work and shall be replaced by the Land Surveyor as part of the project.
- Street/Property lines are not the result of a boundary survey and are considered to be approximate.

**CONSTRUCTION NOTES:**

- Following the Dig-Safe "mark out" and field verification of the existing underground utilities, the Proposed 4" PVC, Schedule 40 Comcast Conduit shall be adjusted in the field by the utility contractor to avoid being located over any existing utilities.

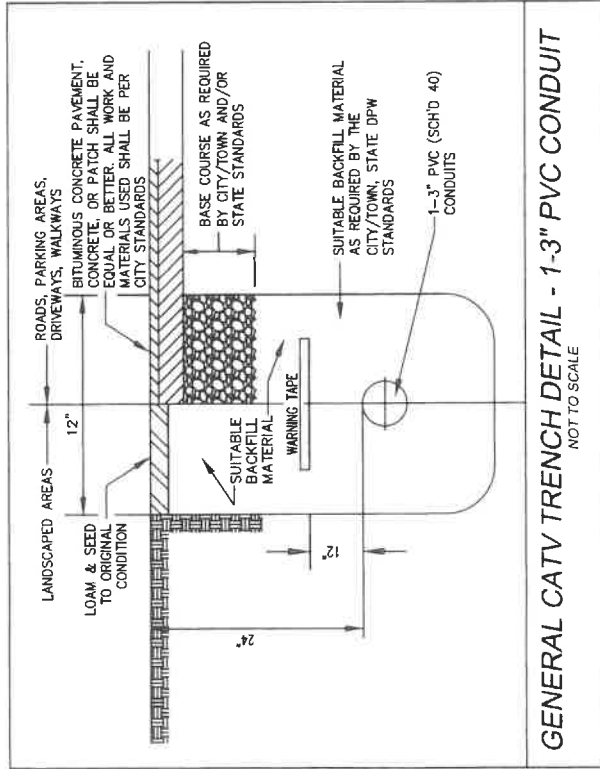
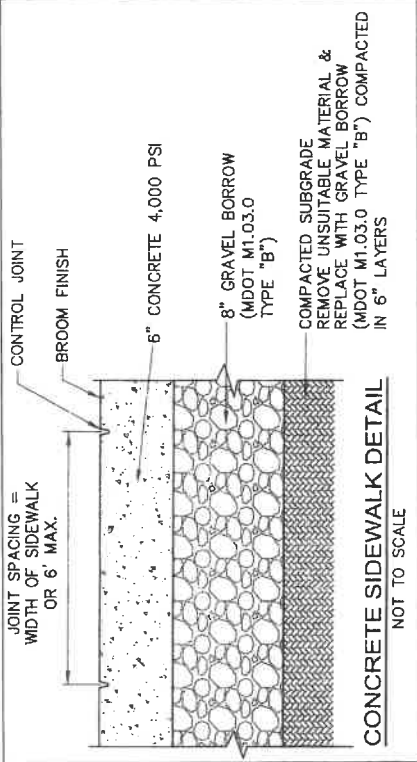
**DETAIL NOTES:**

- The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/DPW Standards for the City/Town and/or State where the project is located.



*Richard Curtis*

THIS PLAN IS DRAWN ON 11" X 17" PAPER.



WARD 2, PRECINCT 2

PROPOSED COMCAST UNDERGROUND

ESSEX COUNTY

PLAN OF LAND

IN

SALEM, MA

Prepared for:	COMCAST 9 FORBES ROAD, SUITE 86 WOBBURN, MA 01807	Scale:	As Shown
Date:	December 11, 2023	Checked By:	P.A.D. & R.G.C.
Drawn By:	W.A.J.	Field By:	P.A.D. & R.H.
PROJECT LOCATION:	69-71 WASHINGTON STREET SALEM, MA		
Prepared By:	DEWSNAP ENGINEERING ASSOC. LLP 178 Lincoln Avenue - Saugus, MA 01906 Tel.#:(781) 233-0595		
Sheet No.	2 of 2		

**ORDER FOR LOCATION FOR TELECOMMUNICATIONS WIRES AND WIRELESS ATTACHMENTS AND APPURTENANCES IN THE PUBLIC RIGHT OF WAY**

By the Salem City Council

Of the City of Salem, Massachusetts, \_\_\_\_\_, 2024

ORDERED:

That pursuant to the federal Telecommunications Act of 1996 and Massachusetts General Laws, Chapter 166, NEW CINGULAR WIRELESS PCS, LLC (“AT&T”) is hereby granted a location for and permission to construct and maintain a pole, telecommunications wires and wireless attachments and appurtenances, including fiber optic cable(s), remote radios, equipment cabinet and pole top antenna, to be attached to a wood utility pole, located upon, along and under the public ways within the City of Salem, as substantially shown on the plans filed with said Petition.

The forgoing permission is subject to the following conditions:

1. The telecommunications wires and wireless attachments and appurtenances shall be installed and operated in compliance with all applicable federal and state laws and regulations.
2. AT&T shall comply with the requirements of existing City Ordinances, as may be applicable governing the construction and maintenance of said pole, telecommunications wires and wireless attachments and appurtenances, so far as the same are not inconsistent with the laws of the United States or of the Commonwealth of Massachusetts.

I hereby certify that the foregoing was adopted at a meeting of the City Council of the City of Salem, Massachusetts, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk



**Wireless Facilities Aerial License Agreement  
Agreement 1702**

THIS WIRELESS AGREEMENT, is made this <sup>19<sup>th</sup></sup> day of May, 2017, between Massachusetts Electric Company d/b/a National Grid, a corporation organized and existing under the Laws of the Commonwealth of Massachusetts, having its principal office in Waltham, Massachusetts (hereinafter referred to as the "Licensor"), and New Cingular Wireless PCS, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal office in Atlanta, Georgia, (hereinafter referred to as the "Licensee"), collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, Licensee is a provider of communication services and desires to install, own, and operate Wireless Facilities on wood electric distribution system Poles of Licensor within the municipalities listed on Exhibit One to this Wireless Agreement; and

**WHEREAS**, Licensor is willing to permit, to the extent it may lawfully do so, the continued and new placement of said Wireless Facilities on Licensor's Poles where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its Poles by others not subject to the terms of this Wireless Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions herein, and other good and valuable consideration, the parties do hereby mutually covenant and agree as follows:

**1. DEFINITIONS:**

As used in this agreement:

**Communication Space** – shall mean that portion of the usable Pole space in which communication wires and devices have traditionally been located and that can be accessed by a Qualified Communication Worker.

**Electric Space or Supply Space** - shall mean that space on Licensor's Poles where Licensor has installed or may install energized electric conductors and related electric equipment. This space is the "supply space," as defined in the National Electric Safety Code (NESC). All work performed within this space shall be performed by Qualified Electrical Workers.

**Field Survey** – shall mean an on-site engineering study and/or office survey of the Poles on which Licensee wishes to attach or relocate, materially alter or replace existing attachments in order to determine if the Pole can safely accommodate the requested Wireless Facilities, and if a determination is made that a safe attachment is not possible, what work, if any, is required to make the Pole ready to accommodate the requested Wireless Facilities, and to provide the basis for estimating the cost of this work.

**Good Utility Practice** – shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods, and acts which, in the exercise of good judgment in light of the facts known at the time the decision was made, could have expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region and consistently adhered to by the Licensor. Good Utility Practice shall include conformance to the policies, criteria, practices, guidelines, and requirements of the National Electric Reliability Council, the Northeast Power Coordination Council, and the New England or New York Independent System Operators, or their successor organizations.

**Identification Tags** – shall mean the Identification Tags used to identify Licensee's plant. The two types of Identification Tags are antenna and apparatus tags as described in Appendix Six.

**Joint Owner** – shall mean a person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

**Make-Ready Work** – shall mean the work required to accommodate Licensee's Wireless Facilities on Licensor's Pole(s), including rearrangement and/or transfer of existing facilities on a pole, replacement of a Pole or any other changes required to accommodate Licensee's Wireless Facilities on Licensor's Pole(s).

**Pole** - shall mean a wood pole supporting electric system circuits of 46,000 volts or less and available for attachment of Wireless Facilities.

**Qualified Communication Worker** – a worker meeting all current training and experience requirements of all applicable federal, state, and local work rules and of the Licensee, including OSHA 1910.268.

**Qualified Electrical Worker** – a worker meeting all training and experience requirements of all applicable federal, state, and local work rules and Licensor's work rules, including OSHA 1910.269.

**Wireless Agreement** – shall mean this agreement authorizing via license, Licensee's attachment of Wireless Facilities to Licensor's electric system Poles.

**Wireless Facilities** – shall mean any antenna and accessory equipment including associated hardware, and the cables or wires connecting such antenna to such accessory equipment, placed on the same Pole together with any connecting wires or cables between Licensee's equipment on the same Pole. Wireless Facilities shall not include any wires or cables used to connect to other wireless or wired communication facilities or equipment not on the same Pole. All facilities that comprise a portion of an attachment authorized under this Wireless Agreement, whether owned by Licensee or by others, shall, for the purposes of this Wireless Agreement, be considered part of Licensee's Wireless Facilities and Licensee shall accept full responsibility for such facilities under the provisions of this Wireless Agreement.

## **2. SCOPE OF AGREEMENT:**

- 2.1** This Wireless Agreement is intended to provide for the placement of Licensee's Wireless Facilities on Poles owned by Licensor. Subject to the provisions of this agreement, Licensee shall make written application to Licensor seeking licenses to place equipment on Licensor's Poles, and, if granted, Licensor will issue to Licensee, revocable, nonexclusive licenses authorizing Licensee's Wireless Facilities to Licensor's Poles within the municipalities listed in Exhibit One. The licenses shall be in the form attached to this agreement as found in Exhibit Two, Form A-1.
- 2.2** Licensor agrees to license installation of Wireless Facilities on Licensor's Poles consistent with Licensor's core business requirements and generally accepted safety, operational, reliability, and engineering requirements. Notwithstanding the above, nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace, maintain, or make space available for attachment of Wireless Facilities on Licensor's Poles. Licensor reserves the right to revoke any licenses provided hereunder as necessary to ensure the safe and reliable operation and maintenance of Licensor's electric system.
- 2.3** The rights granted to Licensee by this Wireless Agreement shall constitute a revocable license to the extent such use is permitted pursuant to the terms of the applicable contracts, deeds, agreements, easements, leases, licenses, permits, or franchises conveying to Licensor its individual legal rights in any public or private right-of-way.
- 2.4** Subject to the provisions of this Wireless Agreement, where Licensee has actually installed its Wireless Facilities at the top of a specific Pole, and such Pole is replaced, Licensee shall continue to have a right to use the top of the replacement Pole.
- 2.5** It is understood that Licensor's rights may not be sufficient to permit installation of Wireless Facilities and Licensee's use of the Pole, including any Licensee required Pole replacement. Licensee shall obtain, at its own cost and expense, all necessary franchises, licenses, permits, or rights which relate to Licensee's installation and use of the Wireless Facilities and/or the Pole, including Licensee required Pole replacements and the performance of its obligations hereunder. Upon request, Licensee shall provide a copy of such documents to Licensor prior to Pole replacement or Wireless Facilities attachment at Licensee's sole cost and expense.
- 2.6** Licensor will, upon written request by Licensee, subject to confidentiality provisions, provide available information and copies of documents in its files pertinent to the nature of the rights Licensor possesses. All costs, fees, and expenses (including labor) of providing such information and reproducing documents shall be paid by Licensee.

- 2.7 Subject to Licensor review and acceptance, Licensee shall design, specify, and supply all material associated with the installation, operation, and maintenance of Wireless Facilities.
- 2.8 The license granted Licensee shall provide Licensee a non-exclusive right-of-occupancy of Licensor's Pole, authorizing the installation, operation, use, and maintenance of Wireless Facilities for the transmission and/or receiving of wireless telecommunication signals. The license does not provide Licensee with any ownership interests in Licensor's Pole or the replaced Pole, real property, or the right-of-way and is for Licensee's sole use and purpose.
- 2.9 Wireless Facilities shall be installed and maintained by the Licensee at Licensees' sole cost and expense.
- 2.10 Unless otherwise determined by Licensor, required Make-Ready Work on Licensor's facilities to support Licensee Wireless Facility installation including any required Pole replacement shall be performed by the Licensor or Licensor's contractor. All support services costs and make-ready costs required to support Licensee's application for installation of Wireless Facilities shall be paid by Licensee.
- 2.11 Licensor's Poles may be jointly owned. Prior to the Licensor authorizing use of jointly owned Poles, Licensee agrees to obtain and provide to Licensor the joint owner's prior written consent for proposed installation of Wireless Facilities. In the event Licensee does not obtain the consent of the Joint Owner(s), no Wireless Facilities shall be installed.
- 2.12 Nothing contained in this agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, or may in the future enter into with others not parties to this agreement regarding the Poles covered by this agreement, provided that any future agreement shall not interfere with Licensee's equipment or permitted use of the Poles. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or joint user(s) of Licensor's Poles.
- 2.13 The timeframes set forth in this Wireless Agreement related to the construction and installation of Wireless Facilities shall not apply to situations in which an existing Pole must be replaced. In pole replacement situations, Licensor will make arrangements for placement of Licensee's Wireless Facilities in a commercially reasonable timeframe.

### **3. APPLICATION FOR AND INSTALLATION OF LICENSEE FACILITIES:**

- 3.1 Before Licensee attaches any Wireless Facilities to any Pole, Licensee shall make a complete application for and have received a license from Licensor for the Wireless Facilities in the forms of Exhibit Two, Forms A-1 and A-2. Licensee's application shall include a listing of all Poles Licensee seeks to make attachment to, including copies of the installation plans and specifications for such Wireless Facilities for Licensor's review and acceptance. Prior to any attachment, Licensee

shall be obligated to obtain any required consents from Joint Owners as set forth herein.

- 3.2 Licensee agrees to limit the filing of Application(s) for Pole Attachment License by municipality to include not more than 200 Poles on any one application and 2,000 Poles on all applications which are pending approval by Licensor at any one time. Licensee further agrees to designate a desired priority of completion of the Field Survey and Make-Ready Work for each application relative to all other of its applications on file with Licensor at the same time.
- 3.3 Licensor's review of Licensee's application will include a Field Survey for each Pole listed in Licensee's application. The Field Survey will be conducted by the Licensor or a Licensor approved contractor employed by the Licensor, at Licensee cost. The Field Survey shall be completed within forty-five (45) days following receipt of a complete application to attach Wireless Facilities to Licensor's Pole(s). This forty-five (45) day timeframe shall be extended an additional fifteen (15) days for large applications. For purposes of this Wireless Agreement, a "large application" shall mean any application(s), when combined, in which a Licensee requests the attachment of three hundred (300) or more Wireless Facilities on Licensor's Poles.
- 3.4 Should a Joint Owner or existing third party user participation be required for a Field Survey, Licensee shall obtain and coordinate Joint Owner and third party attacher participation. Joint Owner and existing third party attacher costs if any (e.g., Field Surveys and make-ready costs), will be identified and invoiced by the Joint Owner and existing third party attacher and paid by the Licensee.
- 3.5 Within forty-five (45) days of receipt of a complete application, Licensor shall advise Licensee in writing if access to the Pole is denied or accepted. This forty-five (45) day timeframe shall be extended an additional fifteen (15) days for large applications. Licensor reserves the right to refuse to grant a license for attaching Wireless Facilities to a Pole or refuse authorization for relocating, materially altering, or replacing attachments to a Pole when Licensor determines that the Pole lacks capacity, or for reasons that relate to safety, reliability, or engineering standards. Licensor's grant of access to a Pole may be contingent upon Licensee's agreement to pay for Make-Ready Work as set forth herein.
- 3.6 In the event Licensor determines that a Pole to which Licensee desires to make attachment is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Wireless Facilities of Licensee, Licensor will indicate on the Authorization for Pole Make-Ready Work (Exhibit Two, Form B-2) the estimated cost of the required Make-Ready Work and return it to Licensee. Licensor shall provide such estimate to Licensee within fourteen (14) days after providing the written notification of Licensor's decision to grant access to the Pole.

Licensee shall have fourteen (14) days from receipt of Licensor's estimate for completion of the Make-Ready Work to accept or reject the estimate. Applications shall be considered incomplete and terminated if Licensee payment for Make-Ready Work invoice is not received by Licensor within thirty (30) calendar days.

- 3.7 Upon Licensee's acceptance of the estimate for the Make-Ready Work, and payment of the enumerated fees, Licensor will commence the Make-Ready Work within a commercially reasonable timeframe. Alternatively, with Licensor's express written permission, Licensee may proceed to install the approved Wireless Facilities with a qualified workforce. In the event the Licensor assigns Make-Ready Work responsibility to the Licensee, the Licensee shall utilize a qualified contractor acceptable to Licensor. Licensee may commence with Make-Ready Work when it has secured a license from Licensor for the Pole and when it has secured all necessary consents from Joint Owners and other attachers on the Pole.
- 3.8 For Wireless Facilities in the Communications Space, Licensor shall use commercially reasonable efforts to complete the Make-Ready Work within sixty (60) days of receipt of payment of Make-Ready estimate. This timeframe shall be extended to one hundred five (105) days for large applications.
- 3.9 For Wireless Facilities to be attached outside of the Communications Space (including in the Electric Space), Licensor shall use commercially reasonable efforts to complete the Make-Ready Work within ninety (90) days of receipt of payment of Make-ready estimate. This timeframe shall be extended to one hundred thirty five (135) days for large applications.
- 3.10 Licensor retains the right to extend the Make-Ready Work timeframes set forth above by an additional fifteen (15) days if Licensor determines, in its sole discretion, that additional time is necessary to complete the Make-Ready Work.
- 3.11 Make-Ready Work and Wireless Facilities installed by Licensee or Licensee's contractor are subject to Licensor inspection both during construction and upon completion of construction; the cost of Licensor inspections are to be paid by the Licensee. Licensor shall estimate the cost of any Licensor inspection and Licensee shall pre-pay the estimated inspection costs and shall remain liable for any actual Licensor inspection costs in excess of the pre-paid estimated inspection fees. In the event Licensor elects to conduct a post construction inspection of Wireless Facilities, such inspection shall be performed within thirty (30) days of Wireless Facilities installation.
- 3.12 In the event Pole replacement is requested by the Licensee to accommodate the installation of Wireless Facilities, Licensee shall pay all costs related to Pole replacement including but not limited to Pole replacement, transfer of all existing facilities, and removal and disposal of the old Pole. In addition, the Licensee shall obtain and pay all cost for required permits and approvals to authorize such Pole replacement. Payment of Pole replacement costs does not provide Licensee with any ownership interest in the replaced Pole.
- 3.13 Licensee shall not be entitled to reimbursement from Licensor of any amounts Licensee paid to Licensor for Pole replacements or for rearrangement of attachments by reason of subsequent Licensor or other third party use of any additional space resulting from such Pole replacement or rearrangement. In the event the Licensee requests pole replacement for additional height, the Licensee requested pole length will not exceed fifty-five (55) feet (overall length including setting depth).

- 3.14 Licensee shall post a notice at each wireless site providing a twenty-four (24) hour contact number and as applicable, radio frequency emission hazards, and required worker clearances from operational Wireless Facilities. Licensee shall be responsible for updating this notice as necessary to ensure that it is up-to-date and accurate throughout the term of this Wireless Agreement.

#### **4. MAINTENANCE OF LICENSEE FACILITIES:**

- 4.1 Maintenance of all Wireless Facilities shall be performed by Licensee at Licensee's sole cost and expense. Licensee shall provide Licensor a minimum of ten (10) business days advance notice of the Licensee's need to perform routine or scheduled maintenance on Wireless Facilities located in or above the Electric Space. Notice shall include work scope and schedule, identification of qualified workforce, identity and contact information of responsible site supervisor. All work in the Electric Space that is to be completed by contractors hired by the Licensee shall be done under the supervision of a National Grid Construction Supervisor at the sole cost of the Licensee.
- 4.2 Licensor agrees to not unreasonably delay, restrict, or deny Licensee access to Wireless Facilities located in or above the Electric Space for emergency maintenance. Notwithstanding the above, Licensee shall make notification to and receive authorization from Licensor prior to accessing any Wireless Facilities located in or above the Electric Space in accordance with this Wireless Agreement and Licensor shall make every effort to provide Licensee with prompt access in such cases. All work in the Electric Space that is to be completed by contractors hired by the Licensee shall be done under the supervision of a National Grid Construction Supervisor at the sole cost of the Licensee.
- 4.3 Unless otherwise agreed to, Licensee will perform routine maintenance and installation of Wireless Facilities in or above the Electric Space only during daylight hours. Licensee will have 24/7 access by workers qualified to work in the communication space to Wireless Facilities located below the Electric Space.
- 4.4 Each Party shall be responsible for its relocation costs associated with Pole replacement resulting from routine Pole maintenance.
- 4.5 Each Party shall be responsible for all costs associated with the relocation of its facilities arising from mandated Pole relocations or modifications ordered by a government or a regulatory agency having appropriate jurisdiction.
- 4.6 Licensee shall register with and use the state-wide transfer notification system. Massachusetts Electric Company currently uses the National Joint Utilities Notification System ("NJUNS"). Attachment requests will not be processed unless the Licensee is a registered user and updates the transfer notification system.
- 4.7 Both Parties agree that in the event of wide spread interruptions of Licensor and Licensee facilities (e.g., a major storm) in connection with damage to the Licensor's Poles, Licensor shall use Good Utility Practice to support restoration of Poles and Licensee's efforts to restore Wireless Facilities, consistent with Licensor's priority obligations to its core electric utility business. In the event of

localized interruptions (e.g., motor vehicle accidents), Licensor shall notify Licensee of the incident after taking any required actions to clear and restore the site. Licensee shall reimburse Licensor for all support services provided by Licensor to clear and/or assist in the restoration of Licensee's Wireless Facilities. Both parties further agree that in the event of wide spread interruptions of Licensee's Wireless Facilities, Licensee may, as a temporary restorative action, temporarily place Licensee's Wireless Facilities on available adjacent poles or the same pole, in a manner consistent with all applicable safety and construction standards and practices. Pursuant to Article 11.2 herein, Licensee further agrees to notify Licensor within 24 hours of the temporary restorative action and will diligently pursue a permanent corrective action including removal of all such temporary attachment(s).

- 4.8 Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's Wireless Facilities.
- 4.9 Upon completion of all required Make-Ready Work by Licensor and all attachers and Licensee securing all required permits and approvals, and prior notice by Licensee in accordance with Article 11 herein, the Licensee may proceed to install the approved Wireless Facilities with a qualified workforce. The Licensee shall make all requested Wireless Facilities installations within ninety (90) days of the date that notification is given by Licensor that installation may proceed to the Licensee by the Licensor, unless otherwise approved by Licensor and such installation(s) shall be worked continuously until completion unless otherwise agreed to by Licensor.
- 4.10 All tree trimming made necessary, in the opinion of Licensor, by reason of Licensee's proposed Wireless Facilities at the time of attachment, provided the owner(s) of such trees grants permission to Licensee, shall be performed by contractors approved by Licensor, at the sole cost and expense of Licensee but at the direction of Licensor, provided, however, all trimming as may be required on Licensee's customers' premises, to clear Licensee's drops, shall be done by Licensee at its expense.
- 4.11 Licensor does not make any representation or warranty as to the present or future strength, condition, or state of repair of any Poles, wires, or apparatus. Licensee shall by test or observation determine that poles are safe to climb or perform work or maintenance. If the integrity of any Pole is in question or is marked by Licensor as unsafe, Licensee shall confirm said condition with Licensor and refrain from ascending the Pole or performing work or maintenance. Licensee assumes all risk of loss to any person(s) who may be injured (including injuries resulting in death) or any property that may be damaged as a result of Licensee's work on all Poles subject to this Agreement.
- 4.12 Licensee shall provide written notice to Licensor of the actual dates of attachment within thirty (30) days of the date of attachment. The notice shall be in the form attached to this agreement as found in Exhibit Two, Form D.



## **5. SPECIFICATIONS:**

- 5.1 All Licensee's Wireless Facilities shall be installed and maintained in accordance with applicable national codes and standards, Good Utility Practice, Licensee drawings and specifications approved by Licensor (in the form shown at Exhibit Three), applicable Licensor's policies, procedures and standards including Licensor Standard 17-109 (shown at Exhibit Four), and any applicable Federal, State, and Local Laws and Ordinances. All fees, notices, permits, approvals, certifications, and licenses, required for the installation, maintenance, and operation of Licensee Wireless Facilities, shall be obtained and paid for by Licensee and shall be provided to Licensor at no charge and upon request by Licensor, prior to the start of work.
- 5.2 If any part of Licensee's Wireless Facilities is not so placed and maintained, Licensor may, upon ten (10) days' written notice to Licensee and in addition to any other remedies Licensor may have hereunder, if Licensee has not cured such issue during said 10 days, remove Licensee's Wireless Facilities from any or all of Licensor's Poles or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of the public or Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee and without any liability therefor; provided, however, that when in the sole judgment of Licensor such a condition may endanger the safety of Licensor's employees or others, or may interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.
- 5.3 As described in Appendix Six, Licensee shall place Identification Antenna Tags on antennas located on Poles and Identification Apparatus Tags on any associated items of Licensee's Plant, e.g., anchors guys or terminals licensed on or after the effective date of the Wireless Agreement, and at any time when a Pole is replaced or when a Wireless Facility is relocated, materially altered or replaced. Licensor, in its sole determination, shall have the right to approve all Identification Tags that are different than those described in Appendix Six.

## **6. INTERFERENCE:**

- 6.1 Licensee will use and operate the Wireless Facilities in a manner that will not cause interference (including, but not limited to, blocking of access to the Pole, radio frequency (RF) interference, mechanical interference, or any interference with underground utilities) in Licensor's and other users' use of the Pole, provided that such other users' installation predates the installation of such Wireless Facilities. In the event any such interference occurs, Licensee will (i) remedy such interference within thirty-six (36) hours after receipt of written notice from Licensor, conditioned on Licensor's ability to support corrective actions, if required, or (ii) except for intermittent testing, cease operation of its Wireless Facilities until such interference can be eliminated. If such interference is not eliminated within said thirty-six (36) hour period, Licensor will have the right, in addition to any other rights that it may have at law or in equity, to take all necessary steps, at Licensee's sole cost and expense, to eliminate such interference (after giving prior notice to Licensee of its intent to do so), and

should it be unable to so eliminate such interference, Licensor shall have the right to terminate the license related to the Wireless Facilities causing such interference by giving at least sixty (60) days' notice to Licensee, in which case any and all future obligations Licensor may have hereunder (except for the indemnities and hold harmless provisions contained elsewhere in this Wireless Agreement) will cease with respect to such terminated license.

- 6.2 Licensor agrees to obtain an agreement with future wireless licensees of the Pole to cease using any equipment, which causes interference to Licensee's or its Sub-licensees' then existing Wireless Facilities. Subsequent to the Installation of Licensee's Wireless Facilities, Licensor will not knowingly permit or suffer the installation or modification by third parties of any other improvement (including, without limitation, transmission or reception antennas or other devices) on the Pole if such improvement could cause or is likely to cause interference (including, but not limited to, blocking of access to the Pole, radio frequency interference, mechanical interference, or any interference with underground utilities) with Licensee's then existing Wireless Facilities. In the event any such interference occurs, Licensor shall direct such third party to remedy such interference within thirty-six (36) hours after receipt of notice or cease operation of such improvement until such interference can be eliminated, and if such interference is not eliminated within said thirty-six (36) hour period, Licensor shall take reasonable steps to eliminate such interference, including, but not limited to, terminating the occupancy agreement of such third party.
- 6.3 Should Licensor, Licensee, or other authorized users require access to the Pole and such access is restrained as a result of Licensor's or Licensee's operational equipment, Licensee and Licensor shall work cooperatively to develop and support access requirements. Work shall be performed in accordance with Licensor's safety standards, which may require temporarily ceasing wireless operations to comply with such standards.

## **7. UNAUTHORIZED ATTACHMENTS:**

- 7.1 If any of Licensee's Wireless Facilities shall be found attached to Licensor's Poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Wireless Agreement (including termination) or otherwise available at law, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized Wireless Facilities, an Application for Pole Attachment License. If such application is not received by Licensor within the specified time period, Licensee shall remove its unauthorized Wireless Facilities within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.



violation is discovered by Licensor in an inspection in which Licensee has declined to participate.

- 7.3 In addition to the remedies described above, Licensor expressly retains all other rights and remedies available at law related to the installation of unauthorized Wireless Facilities.
- 7.4 No act or failure to act by the Licensor with regard to an unauthorized Wireless Facilities shall be deemed as authorization of the attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any rights or privileges under this Wireless Agreement or otherwise at law.

#### **8. COSTS:**

- 8.1 Licensee shall reimburse Licensor for any and all costs incurred for services provided by Licensor in support Licensee's application, the design, installation, and maintenance of Licensee's Wireless Facilities.
- 8.2 **Field Survey Fees.** Prior to the performance of any Field Survey required by this Wireless Agreement, Licensee shall authorize Licensor to perform the required Field Survey and Licensee shall make an advance payment to Licensor in an amount specified by Licensor in the Estimate for Field Survey attached as Exhibit Two, Form B-1. Such specified amount shall be sufficient to cover Licensor's estimated cost to perform and complete the required Field Survey. The parties agree that after Licensor completes the Field Survey identified in Licensor's cost estimate, there shall be no adjustment of Licensee's payment to Licensor's actual costs to perform and complete the Field Survey, whether Licensor's actual costs are more or less than the estimated costs paid by Licensee.
- 8.3 **Make-Ready Work Fees.** Prior to Licensor's performance of any Make-Ready Work, Licensee shall authorize Licensor to perform the required Make-Ready Work and Licensee shall make an advance payment to Licensor in an amount specified by Licensor in the Make-Ready Work Estimate attached as Exhibit Two, Form B-2. Such specified amount shall be sufficient to cover Licensor's estimated cost to complete the required Make-Ready Work. The parties agree that after Licensor completes the Make-Ready Work identified in Licensor's cost estimate, there shall be no adjustment of Licensee's payment to Licensor's actual costs for completion of the Make-Ready Work, whether Licensor's actual costs are more or less than the estimated costs paid by Licensee.
- 8.4 All survey and make-ready costs that are required by a joint owner or existing third party user(s) in connection with Licensee's Wireless Facilities shall be paid by the Licensee directly to the joint owner(s) or existing third party user(s).
- 8.5 Electric service costs for each wireless site shall be metered and billed per the applicable Licensor tariff for electric service and are in addition to the annual attachment fee.

- 8.6 All reimbursable Licensor costs shall be invoiced and paid by Licensee prior to the start of work. To the extent costs are identified after the work has commenced, such costs shall be invoiced and paid in accordance with Section 8.7.
- 8.7 Payment to Licensor must be received within thirty (30) days of the invoice date. Late fees of 1.5 percent per month will be applied to all outstanding balances in excess of thirty (30) days. Failure to pay such costs by the specified payment date shall constitute a default under this agreement if not cured within 30 days following notice by Licensor of nonpayment.

#### **9. ATTACHMENT FEES:**

- 9.1 The annual attachment fee payable to Licensor by Licensee for Wireless Facilities attachments is established in Exhibit Five. Attachment fees, if any, owed to the joint owner of the Pole are not included in Exhibit Five and are subject to separate, independently negotiated terms and conditions. Licensee shall be liable for all attachment related fees owed to Licensor's joint owner(s).
- 9.2 The attachment fee will be recalculated annually. The annual attachment fee shall be developed by using the formulas approved by the FCC or regulatory agency in the state of operation.
- 9.3 Attachment fees shall be due and payable annually in advance on January 1st each year. The attachment fee for each new Attachment shall commence on the first day of the month in which the license is issued. First year payments shall be prorated for the remainder of the billing period ending December 31<sup>st</sup>.
- 9.4 Payment to Licensor must be received within thirty (30) days of the invoice date. Late fees of 1.5 percent per month will be applied to all outstanding balances in excess of thirty (30) days. Failure to pay such fees by the specified payment date shall constitute a default under this agreement if not cured within 30 days following notice by Licensor of nonpayment.. Licensor will send written notice of default pursuant to Paragraph 22 of this Agreement.

#### **10. INSURANCE**

- 10.1 Prior to any access to the property, including surveying and the initial installation and during the entire term of the Wireless Agreement and any amendments, Licensee and its contractors and subcontractors must procure and maintain insurance in the kinds and amounts listed below:

A. Workers' Compensation Insurance, including Employer's Liability Insurance with limits of liability of [REDACTED] required by the State. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act and the Jones Act. Proof of qualification as a self-insurer may be acceptable in lieu of a Workers' Compensation Policy.

B. Comprehensive or Commercial General Liability, using ISO CGL form 00 01 or equivalent including Contractual Liability, and Product/Completed

Operations coverage covering all insurable operations required under the provisions of the Wireless Agreement and, where applicable, coverage for damage caused by any explosion, collapse, or underground peril (XCU), with the following minimum limits of liability:

Bodily Injury Liability  
Property Damage Liability

--

C. National Grid USA, its direct and indirect parents, its subsidiaries and affiliates, shall be included as additional insureds on the Licensee's required General and Auto Liability insurance policy(ies) as respects the activities governed by the Wireless Agreement and, if applicable, each contractor's and subcontractor's policy(ies). In addition, the General Liability policy(ies) should include a cross liability endorsement. Licensee shall not be required to name subcontractors as additional insureds on any insurance policy.

D. Automobile Liability covering all owned, non-owned, and hired vehicles used in connection with the work or services to be performed under the Wireless Agreement with limits of:

Bodily Injury & Property Damage Combined Single limit [REDACTED]

E. Property Insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Wireless Facilities. Licensor and Licensee hereby mutually release each other (and their respective successors or assigns) from liability and waive all right of recovery against the other for any loss or damage to their property resulting from the negligent or other unintentional acts or omissions of the other party covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. Licensee may self-insure this coverage.

10.2 Licensee shall furnish a bond or other satisfactory evidence of financial security to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Wireless Agreement, including the removal of Licensee's Wireless Facilities upon termination of the agreement or upon termination of any License issued hereunder. The Licensor may revise the amount of financial security required from time to time. The bond or other satisfactory evidence of financial security shall remain in full force and effect until all Wireless Facilities have been removed and all sums due to Licensor have been fully paid. Such bond shall contain a provision that it may not be canceled without 90 days' prior notice to Licensor. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

<b>Poles</b>	<b>Security</b>
--------------	-----------------



- 10.3 Neither Licensee nor any of its contractors or subcontractors shall commence any work under this Wireless Agreement until Licensor has been furnished with the original Pole attachment Bond or other satisfactory evidence of financial security and a completed Certificate(s) of Insurance showing that Licensee and, if applicable, such contractor or subcontractor has complied with this Insurance Article, Licensee shall provide at least thirty (30) days prior written notice to Licensor of cancellation or non-renewal of any required coverage that is not replaced. Such certificate of insurance, and any renewals or extensions thereof, shall outline the coverages and limits required, including the amount of deductibles or self-insured retentions which shall be for the account of Licensee, and shall be sent to the following address:  
National Grid  
Attn.: Risk & Insurance, Bldg. A-4  
300 Erie Boulevard West  
Syracuse, NY 13202
- 10.4
- 10.5 If any insurance coverage is not secured, maintained, or is canceled before final payment by Licensee to Licensor and Licensee fails immediately to procure other insurance as specified, Licensor reserves the right to procure such insurance and to add the cost thereof to any sum due Licensor under this Wireless Agreement.
- 10.6 To the extent permitted by law, licensee shall promptly furnish Licensor's Risk & Insurance Department with copies of any accident or incident report(s) sent to Licensee's insurance carriers covering accidents/incidents occurring in connection with and/or as a result of the performance of the work under this Wireless Agreement.
- 10.7 Nothing contained in these insurance requirements is to be construed as limiting the extent of either Party's responsibility for payment of damages resulting from either Party's use of the property or limiting, diminishing, or waiving either Party's obligation to indemnify, defend, and save harmless the other as set forth in the indemnification Articles included in this Wireless Agreement.
- 10.8 It is the intent of both Parties that the required liability insurance placed in accordance with the provisions of this Insurance Article shall be primary insurance and shall protect both Licensee and Licensor and National Grid USA, its direct and indirect parents, its subsidiaries and affiliates, from losses arising out of the activities of this Wireless Agreement.
- 10.9 Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in this Section. In the event Licensee elects to self-insure its

obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth in this Section:

- (i) Licensor shall promptly provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and
- (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

## **11. ACCESS TO THE ELECTRIC SPACE**

- 11.1 Scheduled installation and maintenance of Licensee Facilities - Licensee shall provide written notice to Licensor of all contractors proposed to work within the Electric Space, for its review and acceptance, together with a summary of work to be completed and proposed work schedule, at least ten (10) business days prior to commencement of any installation, maintenance, or modification of Licensee's Wireless Facilities. No work shall commence until Licensor provides its acceptance of such contractors, summary of work, and work schedule. All work in the Electric Space that is to be completed by contractors hired by the Licensee shall be done under the supervision of a National Grid Construction Supervisor at the sole cost of the Licensee.
- 11.2 Emergency maintenance of Licensee Facilities Located in the Electric Space - In the event that Licensee requires emergency access to its facilities located in the Electric Space, Licensee shall provide Licensor prior notice at:

National Grid: (800)-322-3223

This is a 24-hour, 7-day per week emergency notification number. Calls shall be directed to the Supervisor on Duty, and the caller should be able to provide the following:

1. Name of Company making report;
2. Location reporting problem;
3. Name of contact person reporting problem;
4. Telephone number to call back with progress report;
5. Description of the problem in as much detail as possible;
6. Time and date the problem occurred or began;
7. Proposed corrective actions; and
8. If appropriate, a statement that "This is an emergency" and that a problem presents a jeopardy situation to the physical plant of National Grid, Licensee or others as the case may be.

## **12. COMPLIANCE WITH LAWS:**

- 12.1** Licensee and Licensor shall comply with all applicable Federal, State, and local laws, ordinances, rules, regulations, permits, licenses, and requirements thereunder, in connection with the performance of its activities under this Wireless Agreement. Such laws, regulations, etc. shall include, but not be limited to, the current editions and any subsequent revisions of the National Electric Safety Code, the regulations of the United States Occupational Safety & Health Administration (OSHA), or any governing authority having jurisdiction of the subject matter.
- 12.2** Each Party shall indemnify and save harmless the other Party and the other Party's parents, affiliates, officers, directors, employees, agents, successors, and assigns, from and against any and all direct and indirect costs, expenses, damages, and liability resulting from alleged or actual violations of said laws, ordinances, rules, regulations, permits, and licenses by the indemnifying party or its contractors or subcontractors.
- 12.3** If either Party observes that any requirement specified in this Wireless Agreement is at variance with any governing laws, ordinances, rules, regulations, permits, or license, it shall promptly notify the other Party in writing before incurring any further liability, expense, or obligation for the either Party.

## **13. INDEMNIFICATION:**

- 13.1** Licensee accepts the property in its present condition, as is, where is. To the fullest extent allowed by law, Licensee agrees to defend, indemnify, and save harmless Licensor, its parents, affiliates, officers, directors, employees, agents, successors, and assigns, from and against any and all loss, damage, liability, cost, suit, charge, cause of action, claim, and expense, arising out of any damage to the property (including environmental damage) or injury to or death of any person as well as from any and all fines, levies, penalties, citations, assessments, and fees from any local, state, or federal agency, board, court, or other governmental authority as a result of any alleged or actual violation of any laws, rules, or regulations of such authorities or agencies arising out of, in connection with, or as a consequence of Licensee's activities and/or the activities of Licensee's agents, servants, employees, contractors, or subcontractors, under this Wireless Agreement, including but not limited to, the use or occupancy (including ingress and egress) of the property, Poles, structures, and right-of-way, and the transmission, installation, operation, use, and maintenance of Licensee's Wireless Facilities and property.
- 13.2** Licensee shall take prompt action to defend and indemnify Licensor, its parents, affiliates, officers, directors, employees, agents, successors, and assigns, against claims, actual or threatened, but in no event later than notice by Licensor to Licensee of the service of a notice, summons, complaint, petition, or other service of a process against Licensor alleging damage, injury, liability, or expenses attributed in any way to this Wireless Agreement, the Work, or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Licensee, its agents, employees, sub-contractors, or suppliers. Licensee shall



defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.

- 13.3 Furthermore, Licensee understands and agrees it is responsible for any and all costs and expenses incurred by Licensor to enforce this indemnification provision.
- 13.4 The obligations set forth in this Article shall survive completion of the work, termination, or expiration of this Wireless Agreement.

#### **14. LIMITATION OF LIABILITY**

- 14.1 Regardless of any other provision of this Wireless Agreement, under no circumstances will either Party be liable to the other, whether in contract, tort (including negligence and strict liability), warranty, or any other legal theory, for any incidental, indirect, special, or consequential damages whatsoever, such as, but not limited to, loss of profits or revenue, cost of capital or of substitute use or performance, interruptions to operations, or for claims for damages by or to the other Party's customers. Furthermore, Licensor will not be held liable for the accuracy or integrity of any data or message communicated over Licensee Wireless Facilities.
- 14.2 In addition, Licensee expressly acknowledges that Licensee's Wireless Facilities are exposed to many risks beyond the reasonable control of Licensor, including acts of God or the public enemy, such as but not limited to, wind, rain, sleet, ice, floods, fire, riots, sabotage, expropriation, or confiscation of facilities. Except as expressly provided in this Wireless Agreement, Licensee shall assume all risk of loss to Licensee's Wireless Facilities that may arise in connection with these hazards.

#### **15.0 DISPUTE RESOLUTION**

- 15.1 Any dispute between Licensor and Licensee involving rights, obligations or service under this Agreement shall be referred to a management level representative of Licensor designated by Licensor and a management level representative of Licensee designated by Licensee for resolution as promptly as practicable. In the event the designated senior representatives are unable to resolve the dispute within thirty (30) days, or such other period as the parties may jointly agree upon, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedure set forth herein if Licensor and Licensee jointly agree. If the parties do not agree on submitting the dispute to arbitration within thirty (30) days of the end of the 60 day management level discussions, such dispute may be presented to the regulatory agency or a court of appropriate jurisdiction.
- 15.2 The arbitration shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Licensor and Licensee shall each choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to act as chairman of the arbitration panel. In either case, the arbitrators shall be

knowledgeable in electric utility and telecommunication matters, including electric distribution issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrator(s) shall afford each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. There shall be no formal discovery conducted in connection with the arbitration; however, the parties shall exchange witness lists and copies of any exhibits that they intend to utilize in their direct presentations at any hearing before the arbitrator(s) at least ten (10) days prior to such hearing, along with any other information or documents specifically requested by the arbitrator(s) prior to the hearing. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of his, her, or their appointment and shall notify the parties in writing of such decision and the reasons therefor, and shall make an award apportioning the payment of the costs and expenses of arbitration among the parties; provided, however, that each party shall bear the costs and expenses of its own attorneys, expert witnesses and consultants. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any of the above in any manner.

- 15.3 Referral of any matter to arbitration shall be without prejudice to the parties to avail themselves of all other remedies available under law or pursuant to the terms of this Agreement.
- 15.4 Performance by the parties under the terms of this Agreement shall not be interrupted or delayed during any arbitration except on the written agreement of the parties.

#### **16. MISCELLANEOUS PROVISIONS:**

- 16.1 Licensee acknowledges that all work, including but not limited to any construction, maintenance, or removal activities, to be performed in connection with this Wireless Agreement, may pose great hazard to human beings and personal property. Licensee warrants that it will make its employees, agents, and contractors aware of these hazards as well as the potential consequences associated with exposure to these hazards. Furthermore, Licensee warrants that it has full responsibility for any and all injury and damages to persons or property resulting from these hazards and any failure by Licensee to advise its employees, agents, or contractors as required herein.
- 16.2 Licensee shall inform each Licensee employee, agent, or contractor working on or about Wireless Facilities, energized or electric supply equipment and the associated lines, of the safety rules governing the employee's conduct while so engaged.
- 16.3 Licensor shall have the right to remove Licensee's employees, agents, or contractors at Licensor's sole discretion for cause, with notice provided to Licensee upon removal.

- 16.4 Licensee warrants that all Licensee employees, agents, or contractors that work within the Electric Space are Qualified Electric Workers.
- 16.5 Except as otherwise expressly stated herein, the Parties have no intent, and do not create, any third party rights or interests in this Wireless Agreement.
- 16.6 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Wireless Agreement, by contract or otherwise, to use any Pole covered by this Wireless Agreement.
- 16.7 Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this agreement or to give notice or declare this agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this agreement, but the same shall be and remain at all times in full force and effect.
- 16.8 If any provision(s) of this agreement shall be held to be unenforceable, the remaining provisions shall remain in full force and effect to the extent they can logically and validly operate without the unenforceable provision(s).
- 16.9 This Wireless Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.10 The parties have freely entered into this Wireless Agreement and agree to each of its terms without reservation. This agreement constitutes the entire agreement between Licensor and Licensee, and all previous representations either oral or written, (including, but not limited to any and all previous pole attachment agreements insofar as the aforementioned municipalities are concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

## **17. TERM**

- 17.1 Unless terminated pursuant to Article 18 below, this Wireless Agreement shall remain in effect for a term of five (5) years from the date hereof and shall extend thereafter until terminated by either party with at least six (6) months written notice to the other party.
- 17.2 Termination of this Wireless Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

## **18. TERMINATION**

- 18.1 Licensor shall have the right to terminate any license issue hereunder, if:

A. Licensee's Wireless Facilities are installed, operated, used, maintained, and/or modified in violation of any law or in aid of any unlawful act or undertaking. Licensor agrees not to terminate any license under this provision for a period of

30 days following notice to Licensee of Licensor's intention to terminate pursuant to this section, provided that Licensee ceases operations at the site and is making diligent efforts to correct the violation(s). Licensee shall provide Licensor with prompt written notice of any such action under which operation or use of the Wireless Facilities is denied, revoked, or canceled or reinstated.

B. Any authorization which may be required by any federal and/or state governmental and/or regulatory authority with respect to the installation, operation, use, maintenance, and/or modification of the Wireless Facilities is denied, revoked, or canceled. Licensor agrees not to terminate any license under this provision for a period of 180 days after receipt of notice by the appropriate party, provided that Licensee ceases operations at the site and is making diligent efforts to obtain or reinstate such authorization. Licensee shall provide Licensor with prompt written notice of any such action under which operation or use of the Wireless Facilities is denied, revoked, or canceled or reinstated.

- 18.2 Upon termination of any license, neither party will owe any further obligations to the other under such license, except for the indemnities and hold harmless provisions contained throughout this Wireless Agreement, Licensee's obligation to reimburse Licensor for all costs, expenses, and losses properly incurred by Licensor pursuant to such license and Licensee's obligations under Article 18.3 below.
- 18.3 In the event of termination of this Wireless Agreement, Licensee shall within sixty (60) days from the date of termination submit a plan and schedule to Licensor under which Licensee will remove, or have its Wireless Facilities removed, within twelve (12) months from date of termination from Licensor's Poles; provided however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Wireless Agreement to Licensor until Licensee's Wireless Facilities are removed. In the event that Licensee fails to vacate the Pole or fails to remove all of its Wireless Facilities, Licensor shall have the right, after giving at least ten (10) days prior written notice to Licensee, to remove the remaining Wireless Facilities, in which event such Wireless Facilities may be retained by Licensor as its property without accounting to Licensee therefor, and the expense of such removal and repairs shall be charged to and paid by Licensee without credit for the value, if any, of such Wireless Facilities.
- 18.4 **Removal of Attachments.** Licensee may at any time remove its Wireless Facilities from a Pole after first giving Licensor written notice of such removal. Licensee shall complete and provide to Licensor the Notification of Discontinuance of Use of Poles as contained in Exhibit Two hereto. Billing for the Wireless Facilities shall cease as of the last day of the month in which verification occurs and Licensee shall be reimbursed for any prepaid annual License Fee for the days subsequent to the last day of the month in which the verification occurs. Licensor may update this form from time to time during the term of this Agreement with advance written notice to Licensee. Following such removal, no Attachment shall again be made to such Pole until Licensee shall have complied first with all of the provisions of this Agreement as though no such Wireless Facilities had been attached previously.

## **19. TAXES & CHARGES**

- 19.1 Licensee shall pay all annual or periodic real property, personal property, gross receipts, franchise tax, or other taxes, including any increase in such taxes levied or assessed to Licensor and based upon the license granted by this Wireless Agreement or on account of its existence and shall indemnify, defend, and hold harmless Licensor, its parents, affiliates, officers, directors, employees, agents, successors, and assigns, against the payment thereof. Licensor will provide reasonable notice to Licensee of receipt of notice of assessment of property or any portion thereof, which includes an increment of such assessment attributable to the license. Licensor shall bill for the payment of such taxes attributable to the license and Licensee will pay in accordance with Licensor real estate tax policies and procedures. In the event Licensor wishes to challenge any assessments on property that is subject to the license, Licensor will conduct such challenges and Licensee agrees to provide cooperation. In the event Licensee wishes to challenge an assessment or increase thereof related to the license, Licensee shall request Licensor to conduct such challenge and Licensor agrees to provide reasonable cooperation in conducting such challenges. Licensee shall pay all expenses incurred by Licensor in connection with conducting such challenges including but not limited to attorney's fees, expert witness fees and disbursements. To the extent any of the above taxes relating to the license are levied and assessed directly to Licensee, Licensee shall be responsible for any filings, timely payment of and any challenges to such taxes and Licensor agrees to provide reasonable cooperation in relation to same.

## **20. ASSIGNMENT**

- 20.1 Licensee shall not assign or transfer this Wireless Agreement or any authorization granted hereunder, and this Wireless Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor, which shall not be unreasonably, delayed, or withheld. Notwithstanding, Licensee shall have the right to assign its entire interest under this Wireless Agreement to an entity owned or controlled by Licensee, or to any successor to Licensee by purchase, merger, consolidation, or reorganization, or to an affiliate that has the power to direct or cause the direction of management and policies of Licensee, or to an affiliate entity with which Licensee, or the controlling owners of Licensee, have the power to direct or cause the direction of management and policies of such affiliate (hereafter collectively referred to as a "Licensee Permitted Transfer") without the consent of Licensor; provided that (a) Licensee is not then in default under this Wireless Agreement; (b) if such proposed assignee is a successor to Licensee by purchase, said proposed assignee shall acquire all or substantially all of Licensee's stock or assets or, if such proposed assignee is a successor to Licensee by merger, consolidation, or reorganization, the continuing or surviving corporation shall own all or substantially all of the assets of Licensee; (c) such proposed assignee maintains at the time of assignment, as demonstrated by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee under this Wireless Agreement; and (d) such assignee assumes all of Licensee's obligations hereunder. Licensee shall give Licensor written notice not later than sixty (60) days following the effective date of a Licensee Permitted



- 20.2 In the event such consent or consents are granted by Licensor, then this Wireless Agreement shall extend to and bind the successors and assigns of the parties hereto.
- 20.3 Pole space licensed hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder, except that Licensee may, (i) allow equipment of others to be placed within cabinets or boxes of Licensee placed on Poles of Licensor, or (ii) allow equipment of others to be placed on Poles of Licensor below the lowest communications cable on such Pole. If Licensee allows the placement of equipment of others within cabinets or boxes of Licensee placed on Poles of Licensor, Licensee's responsibilities under this Wireless Agreement shall be, in all respects, as though such equipment belonged to Licensee.

## **21. PROTECTION AGAINST LIENS ON PROPERTY**

- 21.1 Licensee will keep the property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Licensee and shall indemnify, defend, and hold harmless Licensor, its parents, affiliates, officers, directors, employees, agents, successors, and assigns, from all claims, demands, costs, and liabilities, including attorney's fees and costs, in connection with or arising out of any such lien or claim of lien. Licensee will cause any such lien imposed on the property to be released of record by payment or posting of a proper bond or other instrument of financial security in form and content acceptable to Licensor within forty-five (45) days after receipt by Licensee of notice of the filing of such lien.
- 21.2 Licensee may, upon notice to Licensor, grant a security interest in the Wireless Facilities, and may assign the security interest in the Wireless Facilities to holders of security interests, including their successors or assigns (collectively "Holders"), provided Holders agree to be bound by the terms and provisions of this Wireless Agreement. Licensor further agrees to permit the Holders, subject to advance notification and written consent of Licensor, to inspect or remove the collateral in which Holders have been granted a security interest by Licensee in accordance with any security documents granted in favor of Holders provided that such inspection and removal is in accordance with the terms of this Agreement.

## **22. NOTICES**

- 22-1 All notices, requests, demands, and other communications hereunder will be in writing and will be deemed given if personally delivered, sent by an overnight courier provided proof of service is furnished therefor, or if mailed, certified mail, return receipt requested, to the parties at the following addresses:

**If to Licensor:**

**National Grid  
Attention: Charles Kosinski  
40 Sylvan Road  
Waltham, MA 02451**

**with a copy to:**

**National Grid  
Attn: Law Department  
40 Sylvan Road  
Waltham, MA 02451**

**Application for Pole Attachment License, Authorization for Field Survey Work, or  
Make-Ready Work and Notification of Discontinuance of Use of Poles to:**

**National Grid – Customer Solutions  
40 Sylvan Road  
Waltham, Massachusetts 02451-1120  
[amnetele@us.ngrid.com](mailto:amnetele@us.ngrid.com)  
781-907-3418**

**If to Licensee:**

**New Cingular Wireless PCS, LLC  
Attn. Network Real Estate Administration  
575 Morosgo Dr. NE  
Atlanta, GA 30324  
RE: Master Agreement # 1702**

**Invoicing to:**

**New Cingular Wireless PCS, LLC  
Attn. Network Real Estate Administration  
575 Morosgo Dr. NE  
Atlanta, GA 30324  
RE: Master Agreement # 1702**

**with a copy to:**

**New Cingular Wireless PCS, LLC  
Attn. Legal Department  
208 S. Akard Street  
Dallas, Texas 75202-4206  
RE: Master Agreement # 1702**

**IN WITNESS WHEREOF**, the parties have caused this Wireless Agreement to be duly executed as of the day and year first written above.

**MASSACHUSETTS ELECTRIC COMPANY  
d/b/a NATIONAL GRID ("LICENSOR"):**

By:  date: 5/15/2017  
Title: Authorized Representative

**NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company ("LICENSEE"):**

By: AT&T Mobility Corporation  
Its: Manager

By:  date: 5/9/17  
Title: SVP C & E



**EXHIBITS:**

**Exhibit One Municipalities Covered By Agreement**

**Exhibit Two Administrative Forms and Notices**

**Exhibit Three Licensee Wireless Facilities (Drawings and Specifications)**

**Exhibit Four Licensor Standard 17-109 (Wireless Attachments to Wood Poles)**

**Exhibit Five Wireless Facilities Fee Schedule**

**Exhibit Six Identification Tags**

Exhibit One

MUNICIPALITIES COVERED BY AGREEMENT

<u>TOWN</u> <u>NAME</u>	<u>STATE</u>
Abington	MA
Adams	MA
Alford	MA
Amesbury	MA
Andover	MA
Athol	MA
Attleboro	MA
Auburn	MA
Avon	MA
Ayer	MA
Barre	MA
Belchertown	MA
Bellingham	MA
Berlin	MA
Beverly	MA
Billerica	MA
Blackstone	MA
Bolton	MA
Boxford	MA
Bridgewater	MA
Brimfield	MA
Brockton	MA
Brookfield	MA
Charlemont	MA
Charlton	MA
Chelmsford	MA
Cheshire	MA
Clarksburg	MA
Clinton	MA
Cohasset	MA
Dighton	MA
Douglas	MA
Dracut	MA
Dudley	MA
Dunstable	MA
East Bridgewater	MA
East Brookfield	MA
East Longmeadow	MA
Easton	MA
Egremont	MA
Erving	MA
Essex	MA
Everett	MA

Fall River	MA
Florida	MA
Foxborough	MA
Franklin	MA
Gardner	MA
Gloucester	MA
Goshen	MA
Grafton	MA
Granby	MA
Great Barrington	MA
Halifax	MA
Hamilton	MA
Hampden	MA
Hancock	MA
Hanover	MA
Hanson	MA
Hardwick	MA
Harvard	MA
Haverhill	MA
Hawley	MA
Heath	MA
Holbrook	MA
Holland	MA
Hopedale	MA
Hubbardston	MA
Lancaster	MA
Lawrence	MA
Leicester	MA
Lenox	MA
Leominster	MA
Lowell	MA
Lynn	MA
Malden	MA
Manchester	MA
Marlborough	MA
Medford	MA
Melrose	MA
Mendon	MA
Methuen	MA
Milford	MA
Millbury	MA
Millville	MA
Monroe	MA
Monson	MA
Monterey	MA
Mt. Washington	MA
Nahant	MA
New Braintree	MA
New Marlboro	MA
New Salem	MA

Newbury	MA
Newburyport	MA
North Adams	MA
North Andover	MA
North Brookfield	MA
Northampton	MA
Northborough	MA
Northbridge	MA
Norton	MA
Norwell	MA
Oakham	MA
Orange	MA
Oxford	MA
Palmer	MA
Pembroke	MA
Pepperell	MA
Petersham	MA
Phillipston	MA
Plainville	MA
Quincy	MA
Randolph	MA
Rehoboth	MA
Revere	MA
Rockland	MA
Rockport	MA
Rowe	MA
Royalston	MA
Rutland	MA
Salem	MA
Salisbury	MA
Saugus	MA
Scituate	MA
Seekonk	MA
Sheffield	MA
Shirley	MA
Shutesbury	MA
Somerset	MA
Southborough	MA
Southbridge	MA
Spencer	MA
Stockbridge	MA
Stoughton	MA
Sturbridge	MA
Sutton	MA
Swampscott	MA
Swansea	MA
Tewksbury	MA
Topsfield	MA
Tyngsborough	MA
Upton	MA

<b>Uxbridge</b>	<b>MA</b>
<b>Wales</b>	<b>MA</b>
<b>Ware</b>	<b>MA</b>
<b>Warren</b>	<b>MA</b>
<b>Warwick</b>	<b>MA</b>
<b>Webster</b>	<b>MA</b>
<b>Wendell</b>	<b>MA</b>
<b>Wenham</b>	<b>MA</b>
<b>West Bridgewater</b>	<b>MA</b>
<b>West Brookfield</b>	<b>MA</b>
<b>West Newbury</b>	<b>MA</b>

Exhibit Two

Agreement Number 1702  
Application Number \_\_\_\_\_

Form A-1

**APPLICATION FOR POLE ATTACHMENT LICENSE**

DATE \_\_\_\_\_

LICENSEE \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_ application is hereby made for a license to make \_\_\_\_\_ Attachments to JO poles and \_\_\_\_\_ Attachments to SO poles located as indicated on the attached Form A-2.

LICENSEE \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

**POLE ATTACHMENT LICENSE**

Pole Attachment License Number \_\_\_\_\_ is hereby granted to make the attachments described in this application as \_\_\_\_\_ Attachments to JO poles and \_\_\_\_\_ Attachments to SO poles located as indicated on the attached Form A-2.

DATE \_\_\_\_\_

LICENSOR \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

**NOTES:**

1. Applications shall be submitted to Licensor.
2. Applications to be numbered in ascending order by municipality
3. Licensor will process in order of application numbers assigned by Licensee

Agreement Number 1702  
Application Number \_\_\_\_\_

Form A-2

**POLE DETAILS**

LICENSEE \_\_\_\_\_

Municipality \_\_\_\_\_  
(Note: Provide separate sheets for each municipality)

<u>Pole Nos.</u>	<u>Location</u>	<u>Attachment Description</u> Each Supporting Member:
		Description: _____
		Diameter: _____ inches
		Weight: _____ lbs. / ft.
		RBS: _____ lbs.
		NESC Heavy Tension: _____ lbs. <sup>2</sup>
		Each Supported Member:
		Diameter: _____ inches
		Weight: _____ lbs. / ft.

\_\_\_\_\_ (Yes/No) LICENSEE HEREBY REQUESTS LICENSOR TO  
PROVIDE AN ITEMIZED ESTIMATE OF POLE  
MAKE READY WORK REQUIRED AND  
ASSOCIATED CHARGES (FORM C).

DATE \_\_\_\_\_  
LICENSEE \_\_\_\_\_  
By (Print Name) \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Agreement Number 1702  
Appl. / Request No. \_\_\_\_\_

Form B-1

**ESTIMATE FOR FIELD SURVEY**

(Licensee) \_\_\_\_\_

In accordance with the Aerial License Agreement # \_\_\_\_\_, dated \_\_\_\_\_, the following is a summary of the charges which will apply to complete a field survey covering Application / Request Number \_\_\_\_\_.

<u>Total</u>	<u>Poles</u>	<u>Rate / Unit</u>	<u>Total</u>
Field Survey	_____	\$ _____ / pole	\$ _____
Fixed Administrative Costs		\$ _____ / application	\$ _____
<b>TOTAL</b>			\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_.

DATE \_\_\_\_\_  
LICENSOR \_\_\_\_\_  
By (Print Name) \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_

**AUTHORIZATION FOR FIELD SURVEY**

The required field survey covering Application / Request Number \_\_\_\_\_ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

DATE \_\_\_\_\_  
LICENSEE \_\_\_\_\_  
By (Print Name) \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_



Agreement Number 1702  
Appl. / Request No. \_\_\_\_\_

Form B-2

**MAKE-READY WORK ESTIMATE**

\_\_\_\_\_  
(Licensee)

Field survey work associated with your Application / Request Number \_\_\_\_\_ dated \_\_\_\_\_ for attachment to poles has been completed. The following is a summary of the charges which will apply to complete the required Make-Ready Work.

TOTAL MAKE-READY CHARGES \$ \_\_\_\_\_

Attached as requested, is an itemized description (Form C) of required Make-Ready Work. A cost estimate of associated Make-Ready Work is also attached. If you wish us to complete the required Make-Ready Work, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_.

DATE \_\_\_\_\_

LICENSOR \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

**AUTHORIZATION FOR MAKE-READY WORK**

The Make-Ready Work associated with Application / Request Number \_\_\_\_\_ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

DATE \_\_\_\_\_

LICENSEE \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_



Agreement Number 1702  
Appl. / Request No. \_\_\_\_\_

**Form D**

**LICENSEE ATTACHMENT NOTIFICATION FORM**

\_\_\_\_\_  
(Licensee)

Sheet \_\_\_\_\_ of \_\_\_\_\_

Licensee: \_\_\_\_\_

Municipality: \_\_\_\_\_

License Appl. No.: \_\_\_\_\_

**This is to notify you that the licensed facilities (antennas, cables or other associated equipment) have been placed in association with License Application number \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (month/day/year).**

**DATE** \_\_\_\_\_

**LICENSEE** \_\_\_\_\_

**By (Print Name)** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

Agreement Number 1702

Form F

**NOTIFICATION OF DISCONTINUANCE OF USE OF POLES**

LICENSEE \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

In accordance with the terms and conditions of the Agreement dated \_\_\_\_\_, notice is hereby given that specific Attachments to poles, as listed below, in the municipality of \_\_\_\_\_, covered by permit number \_\_\_\_\_ were removed on \_\_\_\_\_.

<u>Street Name</u>	<u>Pole Number(s)</u>	<u>Number of Attachments</u>
--------------------	-----------------------	------------------------------

Total number of Attachments to JO poles to be discontinued is \_\_\_\_\_ and the total number of Attachments to SO poles to be discontinued is \_\_\_\_\_.

Said permit is to be canceled in its entirety/partially (circle one).

DATE \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**ACKNOWLEDGMENT OF DISCONTINUANCE OF USE OF POLES**

Use of poles has been discontinued as above.

DATE \_\_\_\_\_

LICENSOR \_\_\_\_\_

By (Print Name) \_\_\_\_\_

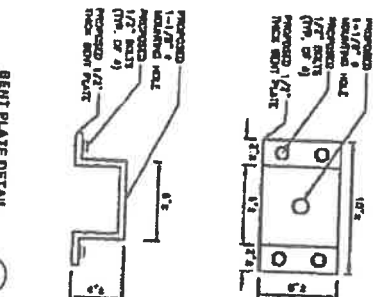
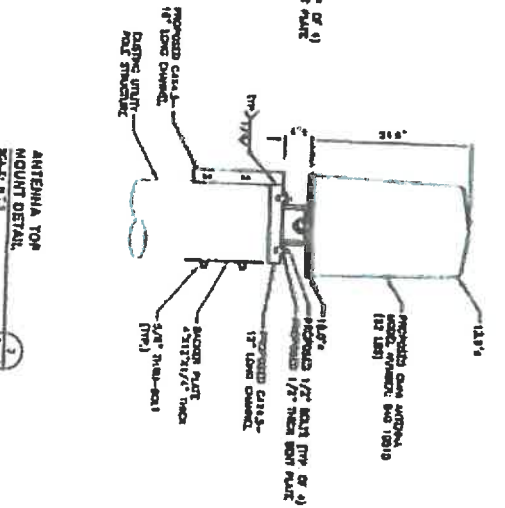
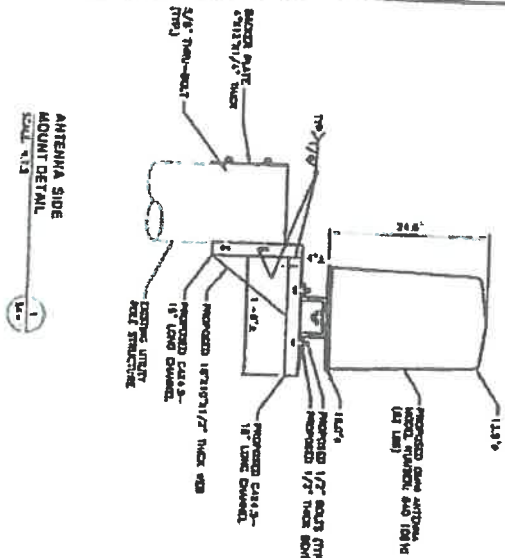
Signature \_\_\_\_\_

Title \_\_\_\_\_

**Exhibit Three**

**Licensee Wireless Facilities  
(Drawings and Specification)**

**“To be inserted”**



ANTENNA SIDE MOUNT DETAIL  
SCALE: 1/8\"/>

ANTENNA TOP MOUNT DETAIL  
SCALE: 1/8\"/>

BENT PLATE DETAIL  
SCALE: 1/8\"/>

NO.	DESCRIPTION	QTY
1	PROPOSED 1-1/2\"/>	1
2	PROPOSED 1/2\"/>	1
3	PROPOSED 1/2\"/>	1
4	PROPOSED 1/2\"/>	1
5	PROPOSED 1/2\"/>	1
6	PROPOSED 1/2\"/>	1
7	PROPOSED 1/2\"/>	1
8	PROPOSED 1/2\"/>	1
9	PROPOSED 1/2\"/>	1
10	PROPOSED 1/2\"/>	1

UTILITY POLE ANTENNA MOUNT DETAILS

SK-1

at&t  
11000 W. CENTRAL  
DENVER, CO 80231

CENTERLINE  
P.O. Box 1000  
Aurora, CO 80017

Hudson  
CONCRETE  
11000 W. CENTRAL  
DENVER, CO 80231

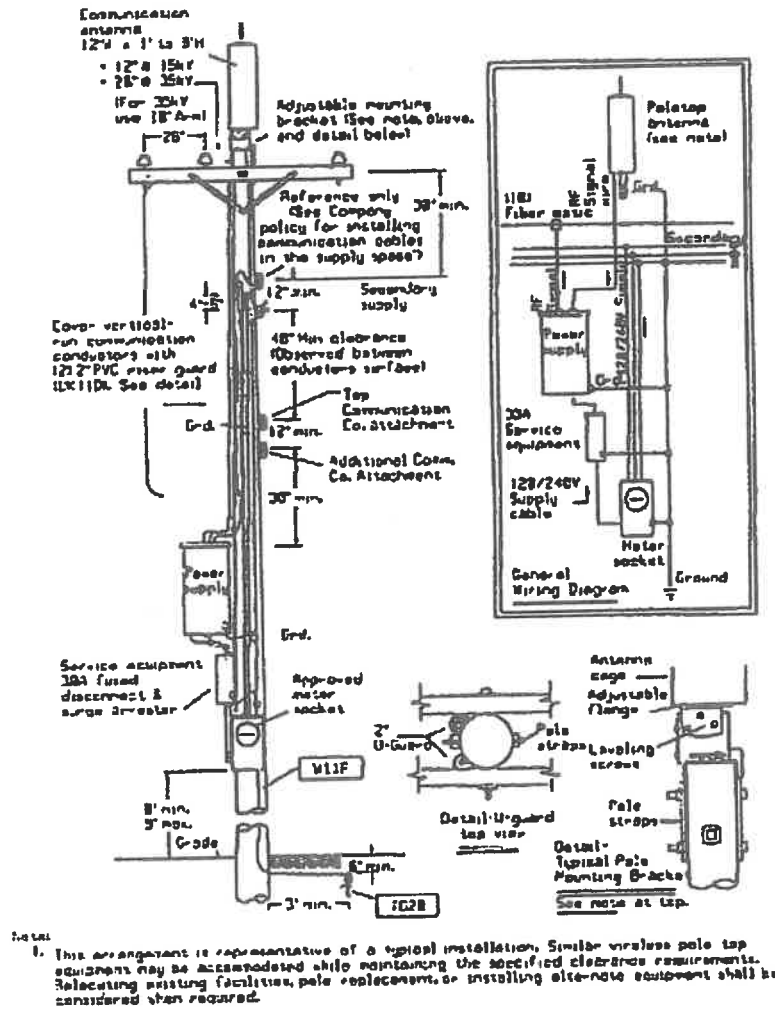
REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	11/15/11

Checked by: [ ]

Approved by: [ ]

**Exhibit Four**  
**Licenser Standard 17-109**  
**(Wireless Attachments to Wood Poles)**



35 KV MAX. DISTRIBUTION WOOD POLE MOUNTED ANTENNA INSTALLATION			
REVISION	PAGE NUMBER	OVERHEAD CONSTRUCTION STANDARD	nationalgrid
1/06	17-109		

**Exhibit Five**

**Wireless Attachments to  
Massachusetts Electric Company d/b/a National Grid Wood Poles  
Fee Schedule**

**Solely-Owned Poles  
Attachment Fee<sup>1</sup> (\$/pole/yr)**

**Existing Pole – no excess height**

[REDACTED]

**Replaced Pole with excess height (Licensee sole need)**

[REDACTED]

---

<sup>1</sup> The Attachment Fee shall be adjusted for jointly owned poles in accordance with the Licensor's pole ownership interest.



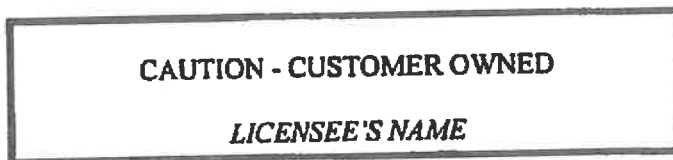
## Exhibit Six

### Identification Tags

#### 1. GENERAL

This Exhibit describes Identification Tags to be installed and maintained by Licensee on its antennas and other apparatus to allow Licensor to readily identify the owner of such antennas and apparatus.

#### 2. DESCRIPTION OF IDENTIFICATION TAGS



**FIGURE 1: Identification Tag**

The tags shall be yellow with black lettering. Licensee shall be responsible for maintaining the legibility of identification tags at all times.

The Identification Tag shall be placed on Licensee's Wireless Facilities and apparatus including, but not limited to, cables guys, terminals, terminal closures, and cabinets. The Identification Tag shall read as follows: "CAUTION - CUSTOMER OWNED" and Licensee's name, office telephone number and emergency telephone number. Licensee's name, office telephone number and emergency telephone number may be printed on the Identification Tag using indelible ink.

#### 3. PROCUREMENT OF TAGS

It shall be the responsibility of Licensee to obtain, place, and maintain Identification Tags.

#### 4. INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION

When required by Article 5.3, Identification Tags shall be installed at the following locations:

- On antennas at each pole, on the bottom of the antenna so that it is visible from the ground.
- At anchor and guy locations:
  - Between the device used to secure the strand (i.e., strandvise, guy, grips or clamps) and the eye of the rod, or

- If a guy shield is in place, at the top of the guy shield on the strand.
- At terminal locations, at the neck of the terminal.
- At cabinets, on the front of the cabinet



GRAN ROUTE 010772\_051

Approximately  
500' to closest  
residence



# STRUCTURAL ANALYSIS REPORT

For

**AT&T Site Number: CRAN\_RCTB\_00073\_654**

TEP Site Number: 350519

AT&T FA Number: 15841604

AT&T USID Number: 321175

252R Bridge Street  
Salem, MA 01970

**Equipment Mounted on Proposed Utility Pole**

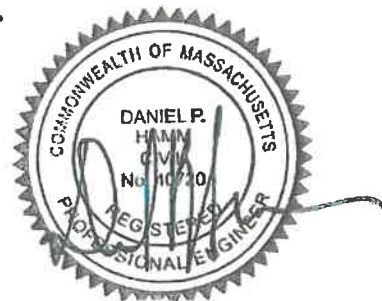


Prepared for:



Dated: February 22, 2023

**TEP**  
**NORTHEAST**  
(TEP OPCO, LLC)  
45 Beechwood Drive  
North Andover, MA 01845  
Phone: (978) 557-5553  
[www.tepgroup.net](http://www.tepgroup.net)





**SCOPE OF WORK:**

TEP Northeast (TEP NE) has been authorized by AT&T to conduct a structural evaluation of the proposed utility pole supporting the proposed AT&T equipment.

This report represents this office's findings, conclusions and recommendations pertaining to the support of the proposed AT&T equipment listed below.

This office conducted an on-site visual survey of the above areas on August 31, 2022.

**CONCLUSION SUMMARY:**

Based on our evaluation, we have determined that the proposed pole **is in conformance** with the National Electric Safety Code 2017 (NESC). The utility pole structure is rated at 59.5%.

**APPURTENANCES CONFIGURATION:**

Appurtenances	Elevation	Mount
<b>(1) GQ2412-B6613 Antenna</b>	45'-0"	Top of Wood Pole
<b>(1) Demarc Box</b>	17'-0"	Side of Wood Pole
<b>(1) 4455 RRH</b>	13'-6"	Within Equipment Cabinet
<b>(1) 4478 RRH</b>	13'-6"	Within Equipment Cabinet
<b>(1) Disconnect Switch</b>	10'-3"	Side of Wood Pole
<b>(1) Electric Meter</b>	8'-9"	Side of Wood Pole

\*Proposed equipment in bold.

**ANALYSIS RESULTS SUMMARY:**

Component	Max. Stress Ratio	Elev. of Component (ft.)	Pass/Fail
<b>DF 3 (Proposed)</b>	<b>59.5%</b>	<b>0 - 43'-0"</b>	<b>PASS</b>



**DESIGN CRITERIA:**

<b>National Electric Safety Code 2017 (NEC) and 780 CMR MA Building Code, 8<sup>th</sup> Edition.</b>		
<b>Wind</b>		
City/Town:	Salem	
County:	Essex	
NEC Rule	Rule 250B	NEC Section 25
Construction Grade	C	NEC Section 25
Wind Load:	39.53 mph	NEC Table 230-2
<b>Ice</b>		
Loading District	Heavy	NEC Figure 250-1
Radial Ice Thickness:	0.50 in	NEC Table 230-1

1. Approximate height above grade to center of the proposed antenna: 45'-0" +/-

**\*Calculations and referenced documents are attached.**



### **PROPOSED STRUCTURE:**

The proposed 43'-0" +/- wood pole is assumed to be a Douglas Fir Class 3 (Fb = 8000 psi) with a 12.3" diameter base. If field conditions differ from what is assumed in this report, then the engineer of record is to be notified as soon as possible.

### **ANTENNA SUPPORT RECOMMENDATIONS:**

The proposed antenna will be installed on a proposed top mount kit secured to the proposed wood pole using thru bolts.

### **RRH SUPPORT RECOMMENDATIONS:**

The proposed RRH's will be installed in a proposed equipment cabinet secured to the side of the proposed pole using thru bolts.

### **EQUIPMENT SUPPORT RECOMMENDATIONS:**

The proposed equipment will be installed on the proposed wood pole using the approved manufacturer's mount.

### Limitations and assumptions:

1. Reference the latest TEP NE construction drawings for all the equipment locations details.
2. Mount all equipment per manufacturer's specifications.
3. All structural members and their connections are assumed to be in good condition and are free from defects with no deterioration to their member capacities. Contractor to perform pre-inspection prior to construction.
4. All antennas and waveguide cables are assumed to be properly installed and supported as per the manufacturer's requirements.
5. TEP NE is not responsible for any modifications completed prior to and hereafter in which TEP NE was not directly involved.
6. If field conditions differ from what is assumed in this report, then the engineer of record is to be notified as soon as possible.
7. TEP NE did not perform any geotechnical analysis / or / investigation. Soil Information is unknown.



**FIELD PHOTOS:**



**Photo 1:** Sample photo illustrating the existing wood pole (to be removed and replaced).

**Calculations**



O-Calc® Pro Analysis Report

Groundline Load Summary - Reporting Angle Mode: Load - Reporting Angle: 101.3°										
	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
Powers	873	46.3	35,179	57.6	34.0	2,303	211	2	2,304	33.9
Comms	588	31.2	17,754	29.1	17.2	1,162	130	1	1,163	17.1
GenericEquipments	138	7.3	1,788	2.9	1.7	117	605	5	122	1.8
Pole	246	13.0	5,233	8.6	5.1	343	2,628	22	365	5.4
Risers	42	2.2	1,119	1.8	1.1	73	76	1	74	1.1
Insulators	0	0.0	1	0.0	0.0	0	19	0	0	0.0
Pole Load	1,887	100.0	61,075	100.0	59.0	3,998	3,669	31	4,029	59.2
Pole Reserve Capacity			42,407		41.0	2,802			2,771	40.8

Load Summary by Owner - Reporting Angle Mode: Load - Reporting Angle: 101.3°										
	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
Proposed	1,637	86.8	55,790	91.4	53.9	3,652	965	8	3,660	53.8
Existing	4	0.2	52	0.1	0.1	3	76	1	4	0.1
Pole	246	13.0	5,233	8.6	5.1	343	2,628	22	365	5.4
<b>Totals:</b>	<b>1,887</b>	<b>100.0</b>	<b>61,075</b>	<b>100.0</b>	<b>59.0</b>	<b>3,998</b>	<b>3,669</b>	<b>31</b>	<b>4,029</b>	<b>59.2</b>

Detailed Load Components:

Power	Owner	Height (ft)	Horiz. Offset (in)	Cable Diameter (in)	Sag at Max Temp (ft)	Cable Weight (lbs/ft)	Lead/Span Length (ft)	Span Angle (deg)	Wire Length (ft)	Tension (lbs)	Tension Moment* (ft-lb)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)	
Secondary	DUPLEX 1/0	Proposed	40.00	6.33	0.9540	0.96	0.260	49.2	100.3	49.2	695	35,064	113	2	35,179
<b>Totals:</b>											<b>35,064</b>	<b>113</b>	<b>2</b>	<b>35,179</b>	

Comm	Owner	Height (ft)	Horiz. Offset (in)	Cable Diameter (in)	Sag at Max Temp (ft)	Cable Weight (lbs/ft)	Lead/Span Length (ft)	Span Angle (deg)	Wire Length (ft)	Tension (lbs)	Tension Moment* (ft-lb)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)	
Overlashed Bundle	6M	Proposed	30.00	6.91	0.2420	1.17	0.104	49.2	100.3	49.3	459	17,717	14	1	17,732
Fiber	TELE 1.0	Proposed	29.95	6.91	1.0000		0.400	49.2	100.3	49.3		21	0	22	
<b>Totals:</b>											<b>17,717</b>	<b>36</b>	<b>1</b>	<b>17,754</b>	

GenericEquipment	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
------------------	-------	-------------	--------------------	--------------------	--------------------	-------------------	------------------	-----------------	--------------------	------------------	------------------------	----------------------	-----------------------

**O-Calc® Pro Analysis Report**

Pole ID: CRAN\_RCTB\_00073\_654.ppx

Component	Description	Status	Height (ft)	Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Cylinder	Top Mount Bracket	Proposed	43.50	0.37	0.0	0.0	5.00	11.65	-	4.00	-	0	99	99
Cylinder	Galtronics GQ2412-B6613 Antenna	Proposed	45.00	0.38	0.0	0.0	22.70	24.00	-	14.50	-	0	737	737
Box	Fiber Demarc	Proposed	17.00	6.87	280.0	0.0	3.00	12.30	3.40	-	3.00	-3	49	46
Box	Equipment Cabinet	Proposed	13.50	18.37	250.0	0.0	215.70	48.00	26.00	-	24.00	-538	1,242	704
Box	Telco Box	Existing	13.00	6.65	10.0	0.0	20.00	20.00	2.50	-	7.00	0	51	50
Box	Disconnect Switch	Proposed	10.25	7.66	250.0	0.0	17.00	12.60	4.20	-	8.80	-18	75	57
Box	Parking Sign	Existing	9.00	5.68	10.0	0.0	20.00	20.00	0.10	-	13.00	0	2	1
Box	Elec. Meter	Proposed	8.75	8.14	250.0	0.0	15.00	19.00	5.00	-	10.00	-17	110	94
<b>Totals:</b>												<b>-576</b>	<b>2,365</b>	<b>1,788</b>

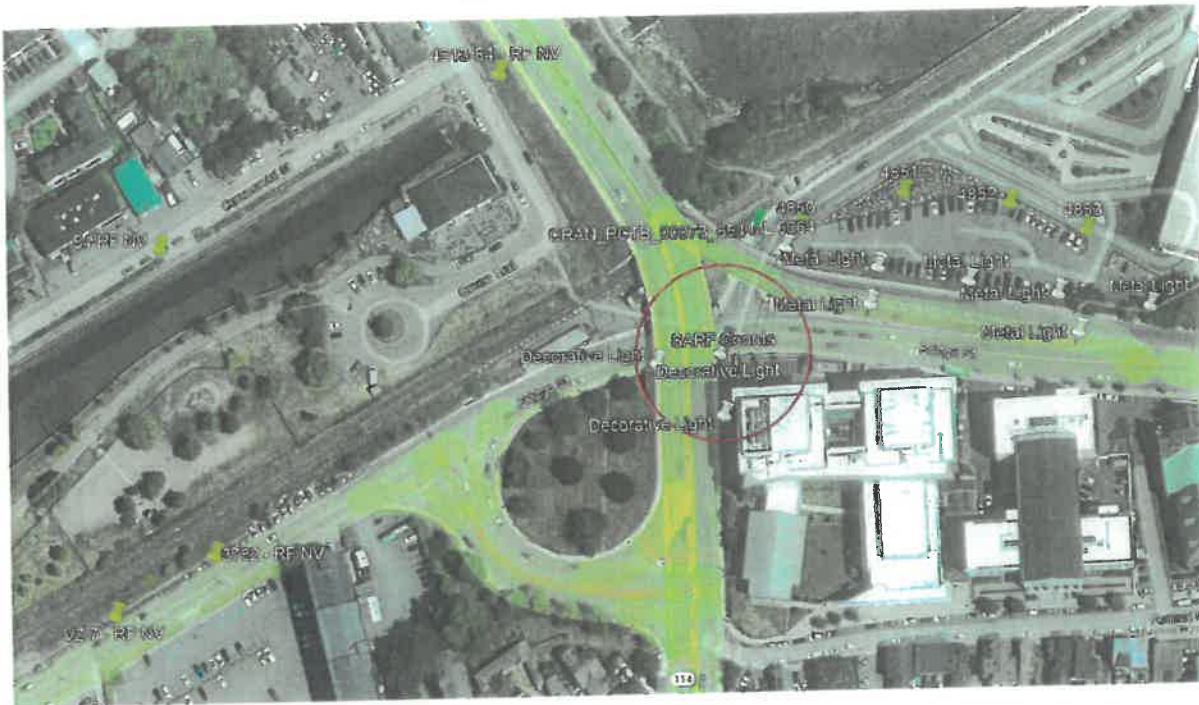
Riser	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)	
2" U-Guard 220.0° H:40.0	2" U-Guard	Proposed	40.00	6.32	220.0	220.0	40.00	480.00	2.00	2.00	480.00	-10	1,129	1,119
<b>Totals:</b>												<b>-10</b>	<b>1,129</b>	<b>1,119</b>

Insulator	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)	
Bolt	Single Bolt	Proposed	40.00	0.00	90.0	0.0	5.00	3.00	0.10	0	1	1
Bolt	Three Bolt	Proposed	30.00	0.00	99.0	9.0	5.00	3.00	0.10	0	0	0
<b>Totals:</b>										<b>0</b>	<b>1</b>	<b>1</b>

Buckling Constant	Buckling Column Height* (ft)	Buckling Section Height (% Buckling Col. Hgt.)	Buckling Section Diameter (in)	Minimum Buckling Diameter at GL (in)	Diameter at Tip (in)	Diameter at GL (in)	Modulus of Elasticity (psi)	Pole Density (pcf)	Ice Density (pcf)	Pole Tip Height (ft)	Buckling Load Capacity at Height (lbs)	Buckling Load Applied at Height (lbs)	Buckling Load Factor of Safety
2.00	20.68	32.92	11.51	5.89	7.32	12.30	2.38e+6	60.00	57.00	43.00	69,838	692.27	18.87



**CRAN RCTB 00073 654**



Above is a map of existing utility poles within the given 100' radius of the Search Area Request coordinates provided by the RF Engineer. All of the white pins are either decorative or standard metal lights and were not considered for use.

- Pole 4850 – This pole is not viable due to being on private property
- Pole 4851 – This pole is not viable due to being on private property
- Pole 4852 – This pole is not viable due to being on private property
- Pole 4853 – This pole is not viable due to being on private property
- Pole 3782 – This pole is not viable for RF
- Pole VZ7 – This pole is not viable for RF
- Pole 84 – This pole is not viable for RF
- Pole 4513-84 – This pole is not viable for RF





Prepared For:  
**CENTERLINE-AT&T**  
 Site Number:  
**CRAN\_RCTB\_00073\_654**  
 Site Name:  
**CRAN\_RCTB\_00073\_654**  
**252R BRIDGE STREET**  
**SALEM, MA 01970**



**SITE NO:** CRAN\_RCTB\_00073\_654  
**SITE NAME:** CRAN\_RCTB\_00073\_654  
**ADDRESS:** 252R BRIDGE STREET  
 SALEM, MA 01970



550 COCHITUATE ROAD  
 FRAMINGHAM, MA 01701

PREPARED FOR:



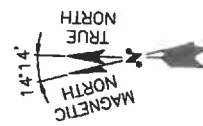
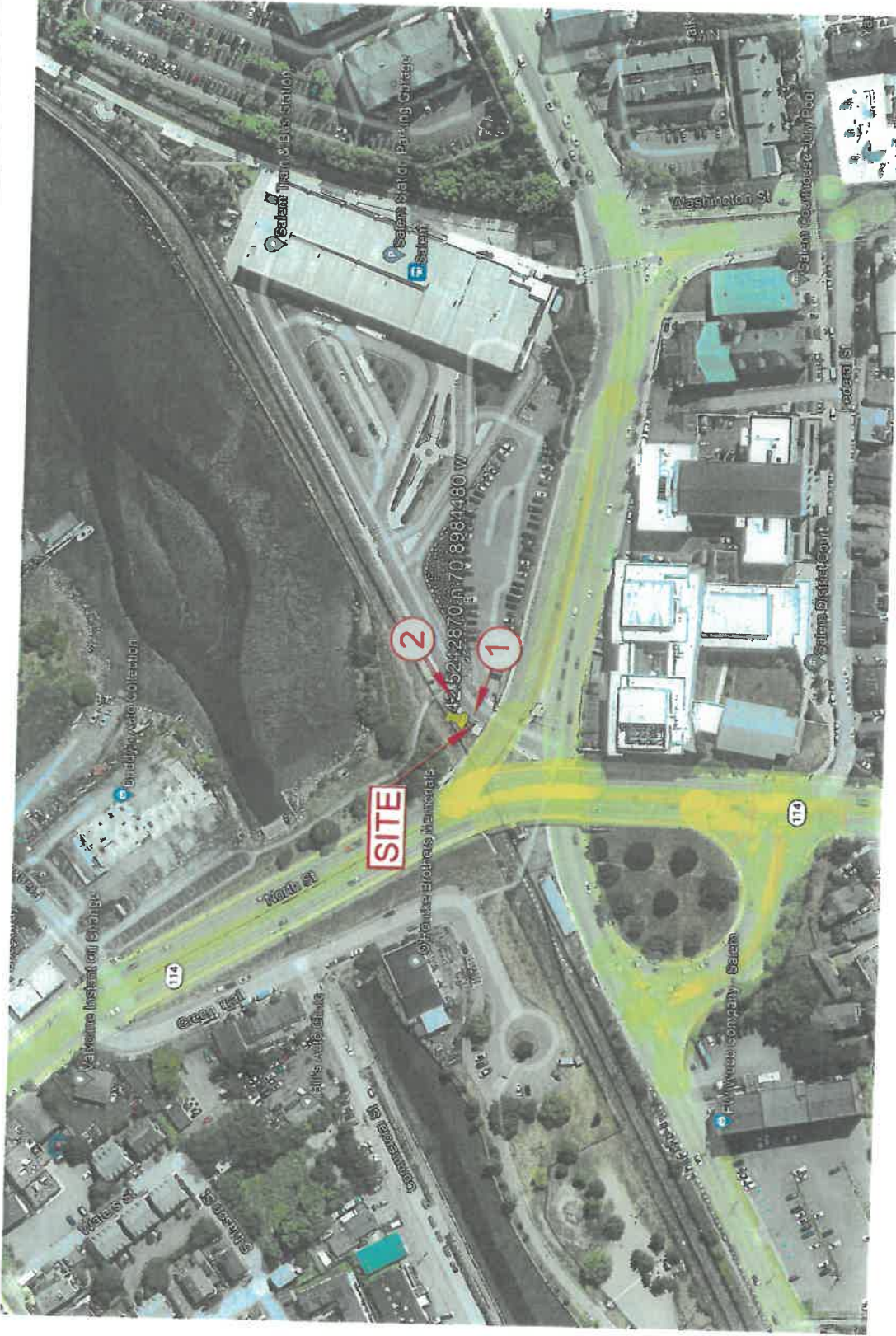
750 WEST CENTER STREET  
 SUITE #301  
 WEST BRIDGEWATER, MA 02379






45 BEECHWOOD DRIVE NORTH ANDOVER, MA 01845  
 TEL: (978) 552-5333

**SITE TYPE:** UTILITY POLE  
**DATE:** 03/16/2023 **REV:** 0  
**DRAWN BY:** AM  
**SCALE:** N.T.S.

THIS STUDY DOES NOT CLAIM IN ANY WAY TO SHOW THE ONLY AREAS OF VISIBILITY. IT IS MEANT TO SHOW A BROAD REPRESENTATION OF AREAS WHERE THE PROPOSED INSTALLATION MAY BE VISIBLE BASED UPON THE BEST INFORMATION FOR TOPOGRAPHY AND VEGETATION LOCATIONS AVAILABLE TO DATE.



<b>SITE NO:</b> CRAN_RCTB_00073_654 <b>SITE NAME:</b> CRAN_RCTB_00073_654 <b>ADDRESS:</b> 252R BRIDGE STREET SALEM, MA 01970	 550 COCHITUATE ROAD FRAMINGHAM, MA 01701	PREPARED FOR:  750 WEST CENTER STREET SUITE 4001 WEST BRIDGEWATER, MA 02379	 45 RECHWOOD DRIVE, NORTH ANDOVER, MA 01845 TEL: (978) 857-5553	# PHOTO LOCATION
				SITE TYPE: UTILITY POLE DATE: 03/16/2023 DRAWN BY: AM SCALE: N.T.S.

**EXISTING CONDITIONS**

**LOCATION # 1**

**DATE OF PHOTO: 03/16/2023**



**VIEW EAST FROM REPUBLIC PARKING SALEM STATION**

**SITE NO:** CRAN\_RCTB\_00073\_654  
**SITE NAME:** CRAN\_RCTB\_00073\_654  
**ADDRESS:** 252R BRIDGE STREET  
 SALEM, MA 01970



PREPARED FOR:



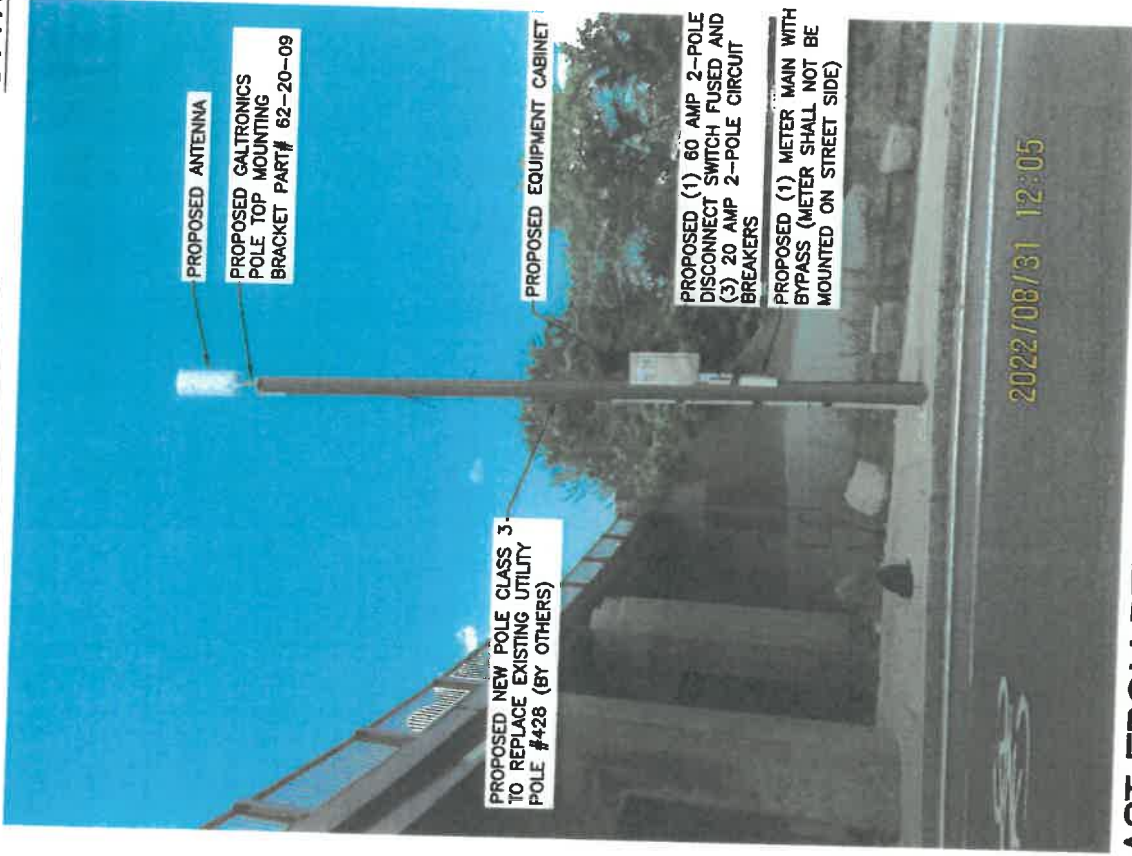
**SITE TYPE:** UTILITY POLE  
**DATE:** 03/16/2023  
**REV:** 0  
**DRAWN BY:** AM  
**SCALE:** N.T.S.

THIS STUDY DOES NOT CLAIM IN ANY WAY TO SHOW THE ONLY AREAS OF VISIBILITY. IT IS MEANT TO SHOW A BROAD REPRESENTATION OF AREAS WHERE THE PROPOSED INSTALLATION MAY BE VISIBLE BASED UPON THE BEST INFORMATION FOR TOPOGRAPHY AND VEGETATION LOCATIONS AVAILABLE TO DATE.

**PROPOSED CONDITIONS**

**LOCATION # 1**

**DATE OF PHOTO: 03/16/2023**



PROPOSED ANTENNA  
 PROPOSED GALTRONICS  
 POLE TOP MOUNTING  
 BRACKET PART# 62-20-09


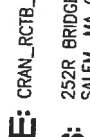
PROPOSED NEW POLE CLASS 3.  
 TO REPLACE EXISTING UTILITY  
 POLE #428 (BY OTHERS)

PROPOSED EQUIPMENT CABINET

PROPOSED (1) 60 AMP 2-POLE  
 DISCONNECT SWITCH FUSED AND  
 (3) 20 AMP 2-POLE CIRCUIT  
 BREAKERS

PROPOSED (1) METER MAIN WITH  
 BYPASS (METER SHALL NOT BE  
 MOUNTED ON STREET SIDE)

**VIEW EAST FROM REPUBLIC PARKING SALEM STATION**

<p><b>SITE NO:</b> CRAN_RCTB_00073_654</p>	<p><b>SITE TYPE:</b> UTILITY POLE</p>	<p><b>DATE:</b> 03/16/2023</p>	<p><b>REV:</b> 0</p>
<p><b>SITE NAME:</b> CRAN_RCTB_00073_654</p>	<p><b>DRAWN BY:</b> AM</p>	<p><b>SCALE:</b> N.T.S.</p>	
<p><b>ADDRESS:</b> 252R BRIDGE STREET SALEM, MA 01970</p>	<p>THIS STUDY DOES NOT CLAIM IN ANY WAY TO SHOW THE ONLY AREAS OF VISIBILITY. IT IS MEANT TO SHOW A BROAD REPRESENTATION OF AREAS WHERE THE PROPOSED INSTALLATION MAY BE VISIBLE BASED UPON THE BEST INFORMATION FOR TOPOGRAPHY AND VEGETATION LOCATIONS AVAILABLE TO DATE.</p>		
<p><b>PREPARED FOR:</b></p>  <p>560 COCHITUATE ROAD FRAMINGHAM, MA 01701</p>	 <p>750 WEST CENTER STREET SUITE 400 WEST BRIDGEWATER, MA 02379</p>	 <p>45 BECHWOOD DRIVE, NORTH ANDOVER, MA 01845 TEL: (978) 554-5533</p>	<p>PAGE 4 OF 8</p>

**EXISTING CONDITIONS**

**LOCATION # 2**

**DATE OF PHOTO: 03/16/2023**



**VIEW NORTHEAST FROM REPUBLIC PARKING SALEM STATION STREET**

**SITE NO:** CRAN\_RCTB\_00073\_654  
**SITE NAME:** CRAN\_RCTB\_00073\_654  
**ADDRESS:** 252R BRIDGE STREET  
 SALEM, MA 01970



PREPARED FOR:



**SITE TYPE:** UTILITY POLE  
**DATE:** 03/16/2023 **REV:** 0  
**DRAWN BY:** AM  
**SCALE:** N.T.S.

THIS STUDY DOES NOT CLAIM IN ANY WAY TO SHOW THE ONLY AREAS OF VISIBILITY. IT IS MEANT TO SHOW A BROAD REPRESENTATION OF AREAS WHERE THE PROPOSED INSTALLATION MAY BE VISIBLE BASED UPON THE BEST INFORMATION FOR TOPOGRAPHY AND VEGETATION LOCATIONS AVAILABLE TO DATE.

**PROPOSED CONDITIONS**

**LOCATION # 2**

**DATE OF PHOTO: 03/16/2023**



**VIEW NORTHEAST FROM REPLUBLIC PARKING SALEM STATION STREET**

**SITE NO:** CRAN\_RCTB\_00073\_654  
**SITE NAME:** CRAN\_RCTB\_00073\_654  
**ADDRESS:** 252R BRIDGE STREET  
 SALEM, MA 01970



**SITE TYPE:** UTILITY POLE  
**DATE:** 03/16/2023 **REV:** 0  
**DRAWN BY:** AM  
**SCALE:** N.T.S.

THIS STUDY DOES NOT CLAIM IN ANY WAY TO SHOW THE ONLY AREAS OF VISIBILITY. IT IS MEANT TO SHOW A BROAD REPRESENTATION OF AREAS WHERE THE PROPOSED INSTALLATION MAY BE VISIBLE BASED UPON THE BEST INFORMATION FOR TOPOGRAPHY AND VEGETATION LOCATIONS AVAILABLE TO DATE.

# ***DONALD L. HAES, JR., CHP***

*Radiation Safety Specialist*

PO Box 198, Hampstead, NH 03841

617-680-6262

Email: donald\_haes\_chp@comcast.net

---

April 3, 2023

**RE: Installation of an AT&T Mobility omnidirectional cannister antenna and associated equipment comprising a “Small Cell” (SC) PWS facility, to be mounted on a utility pole in Salem, MA.**

## **PURPOSE**

I have reviewed the information pertinent to the proposed installation at the above location. To determine regulatory compliance, theoretical calculations of maximal radio-frequency (RF) fields have been prepared for the proposed site. The physical conditions are that AT&T Mobility proposes to install an antenna along with two remote radio head units on a utility pole in Salem, MA (See Figure 2 map for location).

This report considers the contributions of the proposed AT&T Mobility PWS transmitters operating at their proposed FCC licensed capacities. The calculated values of RF fields are presented as a percent of current Maximum Permissible Exposures (%MPE) as adopted by the Federal Communications Commission (FCC),<sup>i,ii</sup> and those established by the Massachusetts Department of Public Health (MDPH).<sup>iii</sup>

## **SUMMARY**

Theoretical RF field calculations data indicate the summation of the proposed AT&T Mobility PWS contributions at the proposed Small Cell facility in Salem, MA, would be within the established RF exposure guidelines; see Figure 3. This includes all publicly accessible areas, and the surrounding neighborhood in general. The results support compliance with the pertinent sections of the Massachusetts Department of Public Health regulations regarding PWS facilities, and the FCC’s guidelines for RF exposure.

Based on the results of the theoretical RF fields I have calculated; it is my expert opinion that the proposed Small Cell facility would comply with all regulatory guidelines for RF exposure with the proposed AT&T Mobility antenna and transmitter installations.

---

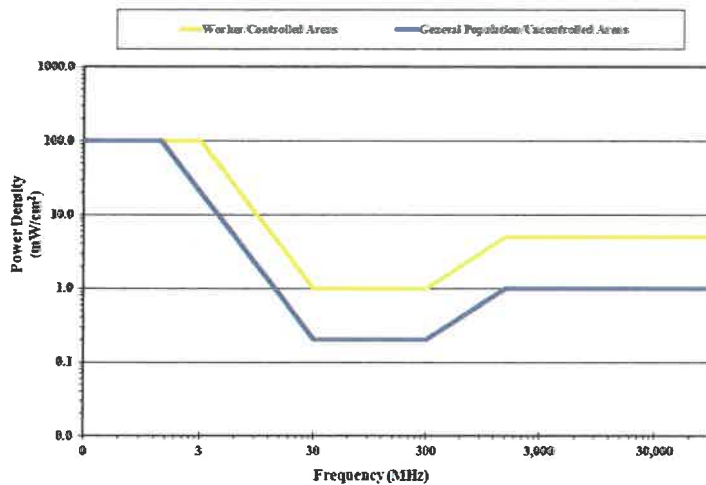
**Note:** The analyses, conclusions and professional opinions are based upon the precise parameters and conditions of this particular site; AT&T SC PWS facility mounted on a utility pole in Salem, MA. Utilization of these analyses, conclusions, and professional opinions for any personal wireless services installation, existing or proposed, other than the aforementioned has not been sanctioned by the author, and therefore should not be accepted as evidence of regulatory compliance.

---

## EXPOSURE LIMITS AND GUIDELINES

RF exposure guidelines enforced by the FCC were established by the Institute of Electrical and Electronics Engineers (IEEE)<sup>iv</sup> and the National Council on Radiation Protection and Measurement (NCRP).<sup>v</sup> The RF exposure guidelines are listed for RF workers and members of the public. The applicable FCC RF exposure guidelines for the public are listed in Table 1 and depicted in Figure 1. All listed values are intended to be averaged over any contiguous 30-minute period. NOTE: The values for the public assume 24 hours/day exposure, seven days a week. Also note the values for “workers” are five times the values for members of the public, albeit averaged over six minutes.

Frequency Bands	Electric Fields	Magnetic Fields	Equivalent Power Density
0.3 – 1.34 MHz	614 (V/m)	1.63 (A/m)	(100) mW/cm <sup>2</sup>
1.34 - 30 MHz	824/f (V/m)	2.19/f (A/m)	(100) mW/cm <sup>2</sup>
30 - 300 MHz	27.5 (V/m)	0.073 (A/m)	0.2 mW/cm <sup>2</sup>
300 - 1500 MHz	--	--	f/1500 mW/cm <sup>2</sup>
1500 - 100,000 MHz	--	--	1.0 mW/cm <sup>2</sup>



**Figure 1: FCC Limits for Maximum Permissible Exposure (MPE)**

**NOTE: FCC “5% Rule”** – When the exposure limits are exceeded in an accessible area due to the emissions from multiple fixed RF sources, actions necessary to bring the area into compliance are the shared responsibility of all licensees whose RF sources produce, at the area in question, levels that exceed 5% of the applicable exposure limit proportional to power. <sup>vi</sup>



## INTRODUCTORY INFORMATION: MAKING SENSE OF THE “G”S

There are many references to the so-called “generation” of wireless technologies in use. Each new “generation” of wireless technologies has colloquially been designated a numbered “G.”<sup>1</sup> The latest “G” to come out, the fifth generation of wireless technologies or so called “5G”, has attracted extensive research interest, both inside and outside the scientific community. According to the 3<sup>rd</sup> generation partnership project,<sup>2</sup> 5G networks should support three major families of applications: (1) Enhanced mobile broadband; (2) Machine type communications, and (3) Ultra-reliable and low-latency communications. There are also enhanced “vehicle-to-everything” communications which are expected to be supported by 5G networks. These situations require much more “connectivity” than the latest fourth generation (aka “4G” or “Long Term Evolution (LTE)”) networks can handle. Thus, new networks must be able to handle this high system throughput, in addition to supporting existing older technologies still in use. This is being accomplished through additional spectrum assignments both higher and lower than currently assigned frequencies used by PWS facilities. In fact, currently deployed 5G networks are operating at frequencies once used by television stations.

Nonetheless, frequencies assigned by the FCC for 5G use are all within the bands currently under regulatory oversight, including setting safe limits of exposure to RF energy for both workers, and members of the public. Just recently (4/2020) the FCC has reaffirmed the efficacy of their regulatory exposure limits to RF energy, including those for 5G. From an RF safety standpoint, there is nothing peculiar about the fifth generation of wireless technologies that would set it apart from any of the other advancements of technologies; including the first two generations (first analog then digital communications), the third generation (the first to be referred to a numbered-series as “3G”), and the currently deployed fourth generations (LTE). Recently published studies in peer-reviewed journals<sup>vii</sup> have shown typical exposures to RF energy from operating 5G systems to be well-within the exposure limits.

The FCC currently has categories of devices operating in the Citizens Broadband Radio Service (CBRS) 3.5 GHz band. Category “A” refers to a lower power base station and Categories “B” and “C” refer to CBRS devices that must be deployed outdoors and have higher maximum power limits compared with Category A devices. Category A devices have a maximum allowable Equivalent Isotropically Radiated Power (EIRP) limit per 10 MHz of 30 dBm (1 watt), while Categories B and C have EIRP limits of 47 dBm (50 watts) and 62 dBm (1585 watts), respectively.

---

<sup>1</sup> PWS “Generations”: 1G: Analog voice; 2G: Digital voice; 3G: Mobile data; 4G: LTE and mobile Internet; 5G: Mobile networks interconnect people, control machines, objects, and devices with multi-Gbps peak rates and ultra-low latency.

<sup>2</sup> SOURCE: (<https://www.3gpp.org/about-3gpp>) The 3<sup>rd</sup> Generation Partnership Project (3GPP) unites [Seven] telecommunications standard development organizations (ARIB, ATIS, CCSA, ETSI, TSDSI, TTA, TTC), known as “Organizational Partners” and provides their members with a stable environment to produce the Reports and Specifications that define 3GPP technologies.

## ANTENNA INSTALLATION LOCATIONS

The location of the proposed utility pole which would host an AT&T Mobility SC PWS facility is shown below in Figure 2.



**Figure 2: Utility Pole Within Salem, MA  
Proposed to Host An AT&T Mobility SC PWS Facility.**  
*(Picture courtesy Google Earth<sup>©2023</sup> and may not represent current conditions)*

### OBSERVATIONS IN CONSIDERATION WITH FCC RULES §1.1307(B) & §1.1310

*Will it be physically possible to stand next to or touch any omnidirectional antenna and/or stand in front of a directional antenna?*

**NO;** access to the utility pole is restricted, and the sites will adhere to established RF safety guidelines regarding the transmitting antennas, including the appropriate signage.

## ANTENNA & TRANSMITTER PARAMETERS

The transmitter and antenna data and supporting parameters for the proposed a AT&T “Small Cell” site (See Figure 2) in Salem, MA are contained in Table 2. See **Appendix A** for Remote Radio Head Unit (RRH or RRU) specifications and **Appendix B** for specifications & patterns of energy for the proposed omni-directional cannister antenna.

Table 2: Transmitter and Antenna Data and Supporting Parameters for Proposed AT&T “Small Cell” Site in Salem, MA						
Remote Radio Head Unit (RRH or RRU) See Appendix A for Specifications			Antenna See Appendix B for Specifications & Patterns			
Model	Frequency (MHz) <sup>†</sup> / FCC Band	# Tx X Output Power (watts) <sup>‡</sup>	Number Manufacturer/ Model	Gain (dBd)	ERP (watts) <sup>**</sup>	Centerline Height ('AGL)
<b>cRAN_000073_654</b>						
RRUS-4455	1930-1995 / B25	1 X 40	Galtronics / GQ2412-06613	5.35	137	45'0"
	2110-2190 / B66A	1 X 40		5.35	137	
RRUS-4478	869 - 894 / B5	1 X 40		3.95	199	
<p><b>Table Notes</b></p> <p>† Transmitter (Tx) Frequency: Central transmit frequency used to account for multiple channels.</p> <p>‡ Maximum rated output power (per channel).</p> <p>* <b>ERP:</b> ERP It is equal to the input power to the antenna multiplied by the gain of the antenna.</p> <p><b>B2/25:</b> FCC Licensed PCS Band 2 has a downlink frequency band of 1930 – 1990 MHz, while the extended PCS Band 25 has a downlink frequency band of 1930 – 1995 MHz.</p>						

## THEORETICAL RF FIELD CALCULATIONS - GROUND LEVELS METHODOLOGY

These calculations are based on what are called "worst-case" estimates. That is, the estimates assume 100% use of all transmitters simultaneously, and assume the surrounding area is a flat plane.

**The calculations are based on the following information:**

1. Effective Radiated Power (ERP) (See Table 2 and Appendix A data).
2. Antenna height (centerline, above ground level (AGL)).

Trigonometry was used to determine the resultant "RANGE," and the antenna depression angle.

3. Antenna vertical energy patterns; the source of the negative gain (G) values. See Appendix B. Most antennas, even so-called "omni-directional" antennas, are designed to focus the RF signal, resulting in "patterns" of signal loss and gain. Antenna vertical energy patterns display the loss of signal strength relative to the direction of propagation due to elevation angle changes.

The magnitude of the RF field (the power density (S)) from an isotropic RF source is calculated making use of the power density formula as outlined in FCC's OET Bulletin 65, Edition 97-01: <sup>viii</sup>

$$S = \frac{P \cdot G}{4 \cdot \pi \cdot R^2} \quad \text{Where:} \quad \begin{array}{l} P \rightarrow \text{Power to antenna (watts)} \\ G \rightarrow \text{Gain of antenna} \\ R \rightarrow \text{Distance (range) from antenna source to point of} \\ \text{intersection with the ground (feet)} \\ R^2 = (\text{Height})^2 + (\text{Horizontal distance})^2 \end{array}$$

Since:  $P \cdot G = \text{EIRP}$  (Effective Isotropic Radiated Power), and for the situation of off-axis power density calculations, apply the negative elevation gain ( $G^E$ ) value from the vertical energy patterns with the following formula:

$$S = \frac{\text{EIRP} \cdot G^E}{4 \cdot \pi \cdot R^2}$$

Ground reflections may add in-phase with the direct wave, and essentially double the electric field intensity. Because power density is proportional to the *square* of the electric field, the power density may quadruple, that is, increase by a factor of four (4). Since ERP is routinely used, convert ERP into EIRP by multiplying by the factor of 1.64 (the gain of a 1/2-wave dipole relative to an isotropic radiator).

$$S = \frac{4 \cdot (\text{ERP} \cdot 1.64) \cdot G^E}{4 \cdot \pi \cdot R^2} = \frac{\text{ERP} \cdot 1.64 \cdot G^E}{\pi \cdot R^2} = \frac{0.522 \cdot \text{ERP} \cdot G^E}{R^2}$$

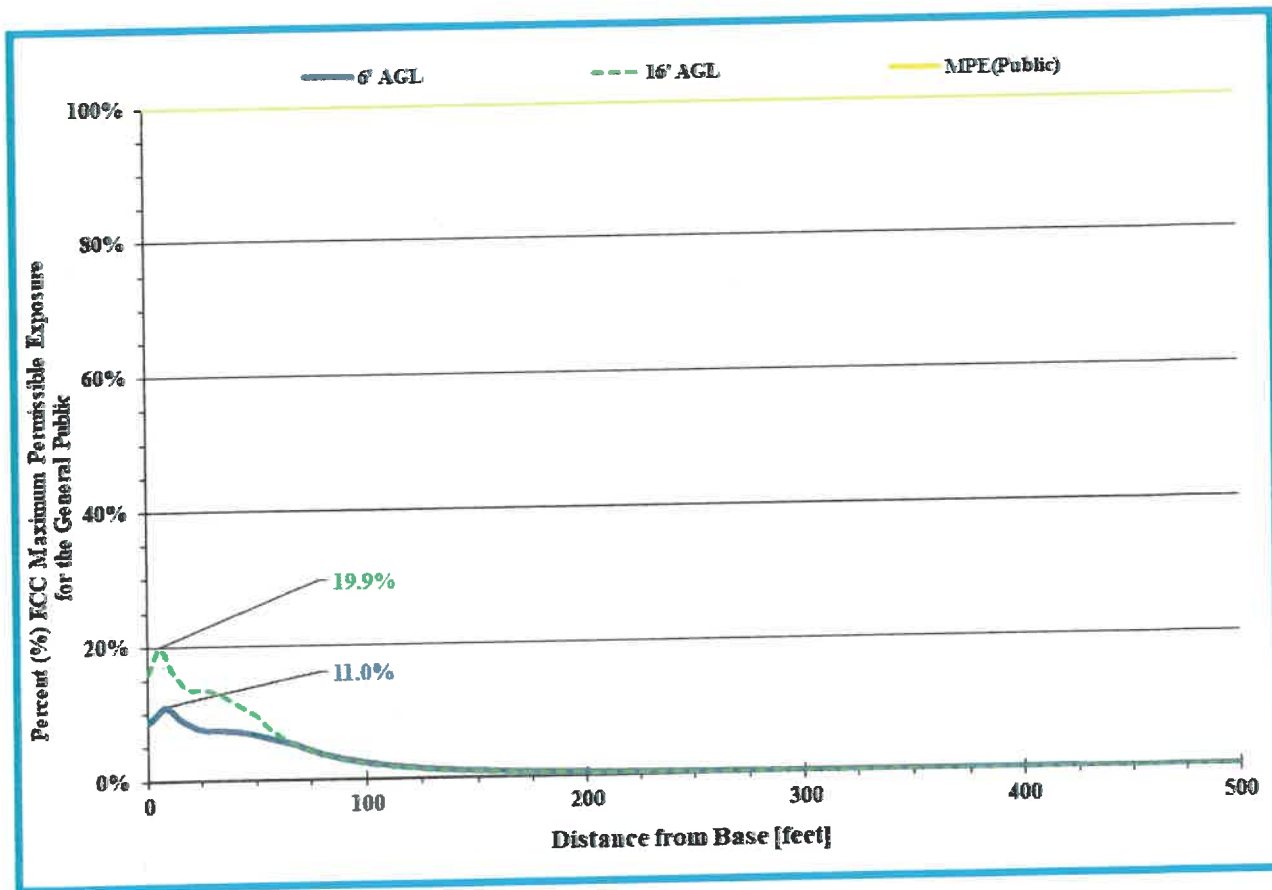
To calculate the % MPE, use the formula:

$$\% \text{ MPE} = \frac{S}{\text{MPE}} \cdot 100$$

Note that any loss along the horizontal direction was neglected; the results would then be the maximum values in any direction. The resultant values are thus conservative in that they over predict actual resultant power densities.

## RESULTS

The results of the %MPE calculations for the summation of the proposed AT&T Mobility RF emissions are depicted in Figure 3 as plotted against linear distance from the base of the proposed utility pole in Salem, MA. The values have been calculated for a height of six feet above ground level in accordance with regulatory rationale. In addition, although not required by FCC regulations, values have been calculated for a height of 16' AGL as well; similar to the height of a 2<sup>nd</sup> story structure.



**Figure 3: Theoretical Cumulative Maximum Percent MPE - vs. - Distance  
PWS RF Emissions in any Direction  
AT&T Mobility Site # cRAN\_000073\_654 in Salem, MA**

## CONCLUSION

Theoretical RF field calculations data indicate the summation of the proposed AT&T Mobility PWS contributions at the proposed Small Cell facility in Salem, MA, would be within the established RF exposure guidelines; see Figure 3. This includes all publicly accessible areas, and the surrounding neighborhood in general. The results support compliance with the pertinent sections of the Massachusetts Department of Public Health regulations regarding PWS facilities, and the FCC's guidelines for RF exposure.

The number and duration of calls passing through PWS facilities cannot be accurately predicted. Thus, to estimate the highest RF fields possible from operation of these installations, the maximal amount of usage was considered. Even in this so-called "worst-case," the resultant increase in RF field levels is far below established levels considered safe.

Based on the results of the theoretical RF fields I have calculated; it is my expert opinion that the proposed Small Cell facility would comply with all regulatory guidelines for RF exposure with the proposed AT&T Mobility antenna and transmitter installations.

Feel free to contact me if you have any questions.

Sincerely,



Donald L. Haes, Jr.

*Certified Health Physicist*

---

**Note:** The analyses, conclusions and professional opinions are based upon the precise parameters and conditions of this particular site; AT&T SC PWS facility mounted on a utility pole in Salem, MA. Utilization of these analyses, conclusions, and professional opinions for any personal wireless services installation, existing or proposed, other than the aforementioned has not been sanctioned by the author, and therefore should not be accepted as evidence of regulatory compliance.

**DONALD L. HAES, JR., CHP**

*Radiation Safety Specialist*

PO Box 198, Hampstead, NH 03841

617-680-6262

Email: donald\_haes\_chp@comcast.net

---

**STATEMENT OF CERTIFICATION**

1. I certify to the best of my knowledge and belief, the statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined energy level or direction in energy level that favors the cause of the client, the amount of energy level estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. This assignment was not based on a requested minimum environmental energy level or specific power density.
6. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
7. The consultant has accepted this assessment assignment having the knowledge and experience necessary to complete the assignment competently.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *American Board of Health Physics* (ABHP) statements of standards of professional responsibility for Certified Health Physicists.

Date: April 3, 2023



Donald L. Haes, Jr.

*Certified Health Physicist*

# **DONALD L. HAES, JR., CHP**

*Radiation Safety Specialist*

PO Box 198, Hampstead, NH 03841

617-680-6262

Email: donald\_haes\_chp@comcast.net

---

## **SUMMARY OF QUALIFICATIONS**


- **Academic Training -**
  - Graduated from Chelmsford High School, Chelmsford, MA; June 1973.
  - Completed Naval Nuclear Power School, 6-12/1976.
  - Completed Naval Nuclear Reactor Plant Mechanical Operator and Engineering Laboratory Technician (ELT) schools and qualifications, Prototype Training Unit, Knolls Atomic Power Laboratory, Windsor, Connecticut, 1-9/1977.
  - Graduated Magna Cum Laude from University of Lowell with a Bachelor of Science Degree in *Radiological Health Physics*; 5/1987.
  - Graduated from University of Lowell with a Master of Science Degree in *Radiological Sciences and Protection*; 5/1988.
  
- **Certification -**
  - Board Certified by the American Board of Health Physics 1994; renewed 1998, 2002, 2006, 2010, 2014, 2018, and 2022. Expiration 12/31/2026.
  - Board Certified by the Board of Laser Safety 2008; renewed 2011, 2014, 2017, 2020. Expiration 12/31/2023.
  
- **Employment History -**
  - Consulting Health Physicist; Ionizing/Nonionizing Radiation, 1988 - present.
  - Radiation, RF and Laser Safety Officer; BAE Systems, 2005–2018 (retired).
  - Assistant Radiation Safety Officer; MIT, 1988 – 2005 (retired).
  - Radiopharmaceutical Production Supervisor - DuPont/NEN, 1981 – 1988 (retired).
  - United States Navy; Nuclear Power Qualifications, 1975 – 1981 (Honorably Discharged).
  
- **Professional Societies -**
  - Health Physics Society [HPS].
  - American Academy of Health Physics [AAHP]
  - Institute of Electrical and Electronics Engineers [IEEE];
  - International Committee on Electromagnetic Safety [ICES] (ANSI C95 series).
  - Laser Institute of America [LIA].
  - Board of Laser Safety [BLS].
  - American National Standards Institute Accredited Standards Committee [ASC Z136].
  - Committee on Man and Radiation [COMAR].



# APPENDIX A

## SPECIFIC REMOTE RADIO HEAD UNITS

### RRU 4478 & 4455



1.4 DECLARATION OF BUILD STATUS


DECLARATION OF BUILD STATUS

<b>MANUFACTURER</b>	Ericsson AB
<b>PRODUCT NAME</b>	Ericsson AB
<b>PART NUMBER</b>	RRU 4478 1
<b>VERSION NUMBER</b>	RRU 4478 1
<b>SOFTWARE VERSION</b>	RRU 4478 1
<b>OPERATING RANGE</b>	RRU 4478 1
<b>MODULATION</b>	RRU 4478 1
<b>OUTPUT POWER (dBm) per antenna</b>	RRU 4478 1
<b>PCC ID</b>	RRU 4478 1
<b>IC ID</b>	RRU 4478 1
<b>TECHNICAL DESCRIPTION</b>	RRU 4478 1

Signature: \_\_\_\_\_  
Date: 2018-12-03

No responsibility will be accepted by TUV SUD Product Services Ltd Limited as to the accuracy of the information declared in this document by the manufacturer.

Document 75945308 Report 3 Issue 2 Page 6 of 34



1.4 DECLARATION OF BUILD STATUS

DECLARATION OF BUILD STATUS

<b>MANUFACTURER</b>	Ericsson AB
<b>PRODUCT NAME</b>	Ericsson AB
<b>PART NUMBER</b>	RRU 4478 1
<b>VERSION NUMBER</b>	RRU 4478 1
<b>SOFTWARE VERSION</b>	RRU 4478 1
<b>OPERATING RANGE</b>	RRU 4478 1
<b>MODULATION</b>	RRU 4478 1
<b>OUTPUT POWER (dBm) per antenna</b>	RRU 4478 1
<b>PCC ID</b>	RRU 4478 1
<b>IC ID</b>	RRU 4478 1
<b>TECHNICAL DESCRIPTION</b>	RRU 4478 1


Signature: \_\_\_\_\_  
Date: 2018-12-03

No responsibility will be accepted by TUV SUD Product Services Ltd Limited as to the accuracy of the information declared in this document by the manufacturer.

Document 75947208 Report 12 Issue 1 Page 8 of 38

# APPENDIX B ANTENNA SPECIFICATIONS & ENERGY PATTERNS

## GALTRONICS / GQ2412-06613




**2' Pseudo Omni 12-Port Carrier Antenna (698-896, 1695-2368, 3558-3700 and 5150-5925 MHz)**

### GQ2412-06613

**Description:**


- Pseudo Omni Carrier Antenna for Outdoor DAS and Small Cells
- 2x ports for Low Band 698-896 MHz
- 4x ports for AWS/PCS/WCS Band 1695-2360 MHz
- 4x ports for CBRS Band 3550-3700 MHz
- 2x ports for U-NII Band 5150-5925 MHz




**Electrical Specifications**

Frequency Band (MHz)	698-896	1695-2360	3550-3700	5150-5925
Input Connector Type	2x 4.3-10T	4x 4.3-10T	4x 4.3-10T	2x 4.3-10T
Impedance (Ohm)	50 Ohm			
VSWR (max.) and dBS	1.5:1 / <math>-14.0\text{ dB}</math>			
Dimensions	30 D			
Material/Finish	Dual steel AP (RAL7)			
Horizontal Dimensions	Diam (2007)			
Vertical Dimensions	43.1"	19"	19.3"	19"
Gain (dBS)	7.8 dBS	8.9 dBS	8.1 dBS	8.5 dBS
Beam (deg)	6° dBS	7.5 dBS	5.0 dBS	7.3 dBS
Mounting	2" Post			
Max Power @ Port	100 Watts	100 Watts	50 Watts	100W
Power @ 20dBS	4.7 dBS	4.1 dBS	7dBS	7dBS

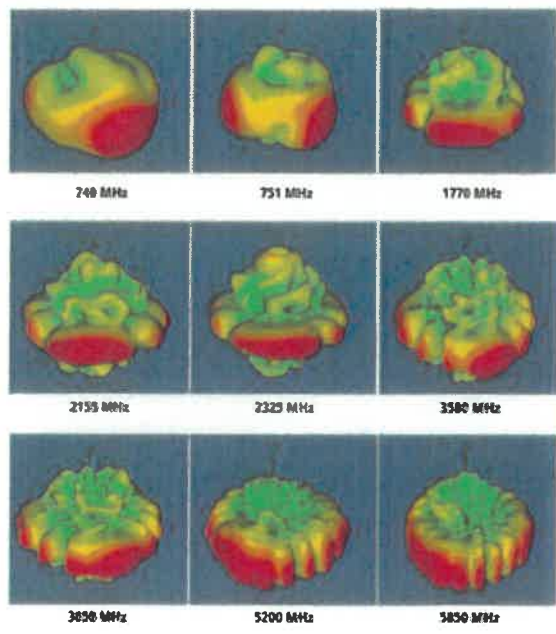
**2D Antenna Patterns**



Copyright © 2020 - Galtronics Corporation Ltd.  
Proprietary Information. All rights reserved. Galtronics reserves the right to modify or amend any antenna or antenna specification without prior notice.



**3D Antenna Patterns**



Copyright © 2020 - Galtronics Corporation Ltd.  
Proprietary Information. All rights reserved. Galtronics reserves the right to modify or amend any antenna or antenna specification without prior notice.

## REFERENCES

- i. Federal Register, Federal Communications Commission Rules; *Radiofrequency radiation; environmental effects evaluation guidelines* Volume 1, No. 153, 41006-41199, August 7, 1996. (47 CFR Part 1; Federal Communications Commission).
- ii. Telecommunications Act of 1996, 47 USC; Second Session of the 104<sup>th</sup> Congress of the United States of America, January 3, 1996.
- iii. 105 CMR 122.000: Massachusetts Department of Public Health, *Non-Ionizing Radiation Limits for: The General Public from Non-Occupational Exposure to Electromagnetic Fields, Employees from Occupational Exposure to Electromagnetic Fields, and Exposure from Microwave Ovens*.
- iv. IEEE C95.1-1999: Institute of Electrical and Electronics Engineers (IEEE), *Safety levels with respect to human exposure to radio frequency electromagnetic fields, from 3 kHz to 300 GHz* (Updated in 2020 as C95.1-2019/Cor 2-2020™ *Standard for Safety Levels with Respect to Human Exposure to Electric, Magnetic, and Electromagnetic Fields, 0 Hz to 300 GHz, Corrigenda 2*).
- v. National Council on Radiation Protection and Measurements (NCRP); *Biological Effects and Exposure Criteria for Radiofrequency Electromagnetic Fields*, NCRP Report 86, 1986.
- vi. Federal Register, Federal Communications Commission Rules; Vol. 85, No. 63 / Wednesday, April 1, 2020 / Rules and Regulations 18145.
- vii. Jamshed, Muhammad Ali (Institute of Communication Systems (ICS), Home of 5G Innovation entre (5GIC), University of Surrey, Guildford GU2 7XH, UK). *Electro-magnetic field exposure reduction/avoidance for the next generations of wireless communication systems*. IEEE Journal of Electromagnetics, RF, And Microwaves in Medicine and Biology, Vol. 4, No. 1, March 2020.
- viii. OET Bulletin 65: Federal Communications Commission Office of Engineering and Technology, *Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields*; Edition 97-01, August 1999.





40 Sylvan Road  
Waltham MA 02451

April 17, 2023

**Attention: State and Municipal Permitting Authorities**

**RE: Evidence of Pole Attachment Agreement and Consent to File for  
Permits Granted to AT&T Wireless**

To Whom It May Concern:

The undersigned jointly owns and controls certain utility poles in public rights-of-way throughout the geographic areas where it operates.

Please be advised that the undersigned has entered into a Pole Attachment Agreement ("Agreement") authorizing AT&T Wireless ("Applicant") to install, attach, maintain, repair, upgrade and use wireless communications equipment and appurtenances on certain utility poles pursuant to the terms and conditions of the Agreement. Permission is hereby granted to Applicant, or its agents, to make application for any Land Use, Access, Building, Electrical or Regulatory Permit(s) required to effectuate the initial installation, on-going maintenance and upgrades or replacements of said equipment for the locations below.

Site Name	Pole	Lat	Long	Address
CRAN_RCTB_00073_654	128	42.5242870	-70.8984480	252R BRIDGE Street

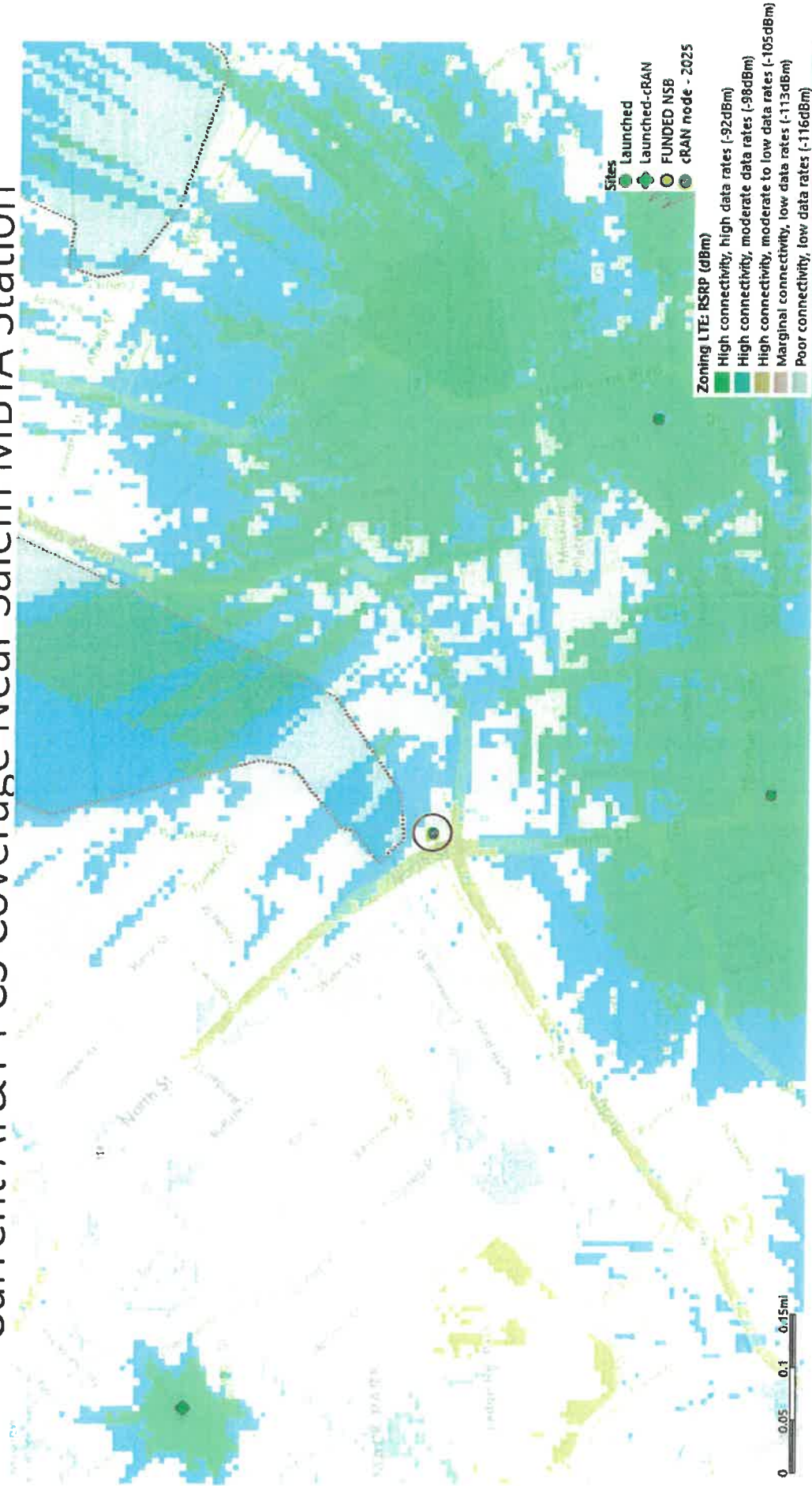
Please contact me at (508) 930-0531 if you have any questions.

Sincerely,

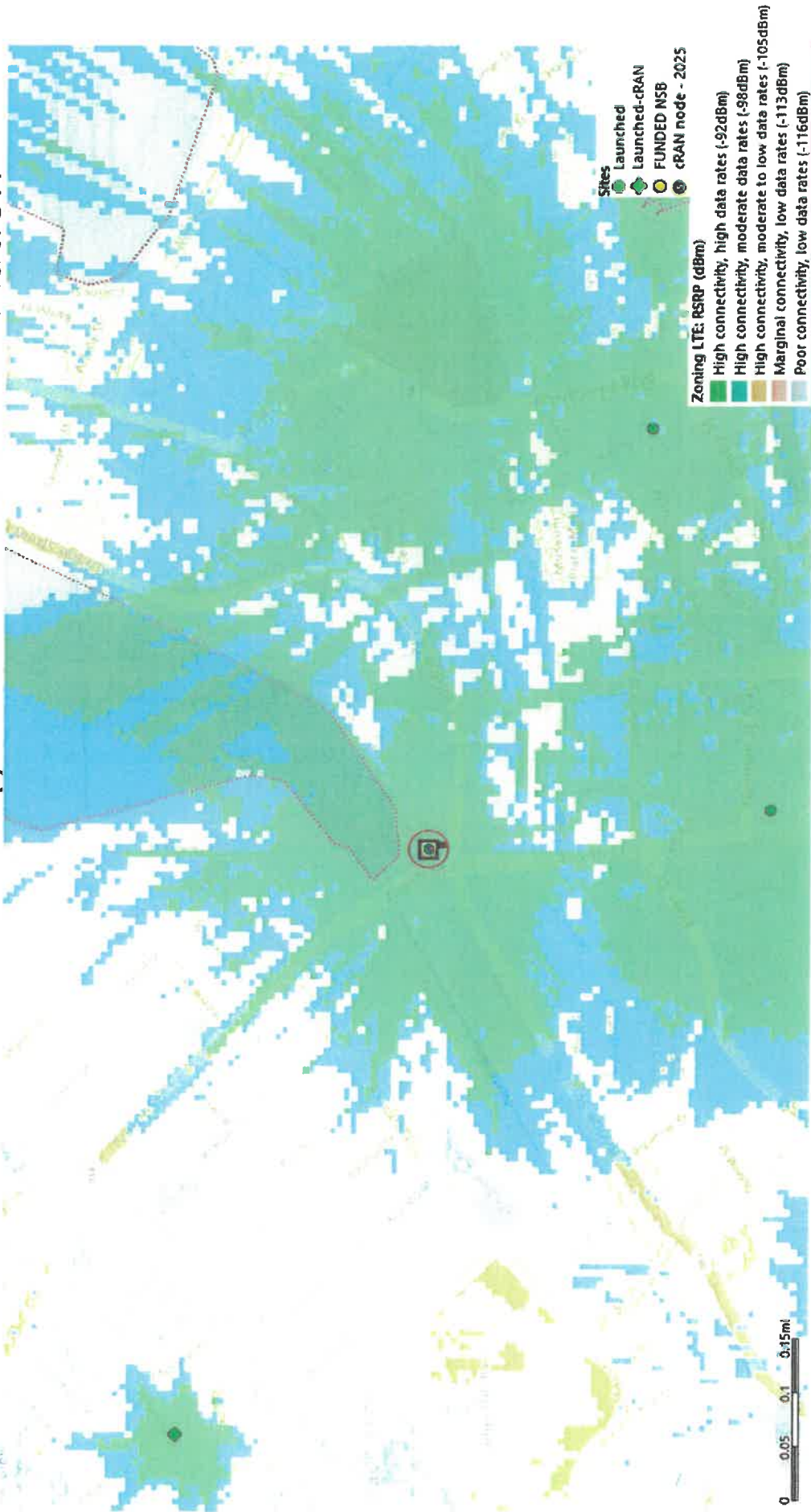
Keith Amelin  
Lead Data Analyst  
Third Party Attachments



# Current AT&T PCS Coverage Near Salem MBTA Station



# Proposed AT&T PCS Coverage Near Salem MBTA Station







**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

January 11, 2024

Honorable City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear City Councillors:

I reappoint, subject to City Council confirmation, the following Salem residents to these boards and commissions, for the terms set forth below.

Name	Board	Term Length	Term Expiration
Jason Sydoriak	Affordable Housing Trust Fund Board	2 years	January 25, 2026
Jason Leese	Affordable Housing Trust Fund Board	2 years	January 14, 2026
Patrcia Small	Council on Aging Board	3 years	January 14, 2027
Gwendolyn Rosemond	Public Art Commission	2 years	January 11, 2026
Norene Gachignard	Public Art Commission	2 years	January 11, 2026

I recommend confirmation of these reappointments and ask that you join me in thanking them for their continued dedicated service and commitment to our community.

Sincerely,

  
Dominick Pangallo

Mayor

City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

Office of the Mayor

January 25, 2024

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970


Dear City Councillors:

I am pleased to appoint Ellen Simpson, of 1 Geneva Street, Unit 1, to the Zoning Board of Appeals as an alternate member to complete a two-year term previously vacated by Hannah Osthoff, to expire on September 15, 2024. Ms. Osthoff's seat is vacant as she is being appointed as a full member of the Zoning Board of Appeals.

Ms. Simpson is an Executive Assistant and has been a high school English teacher in the past. She has been a member of the League of Women Voters in Salem, and in particular, has found serving on their Affordable Housing Working Group to be very meaningful. Over the past several years, she has developed a personal interest and passion about affordable housing, development and zoning in Salem and looks forward to the opportunity to put that knowledge to work for the community.

I strongly recommend confirmation of Ms. Simpson's appointment to the Zoning Board of Appeals as an alternate member. We are fortunate that she is willing to volunteer in this important role and lend his time, interests and dedication to this important board and its work.

Sincerely,

  
Dominick Pangallo  
Mayor  
City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

January 25, 2024

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear City Councillors:

I am pleased to appoint Hannah Osthoff of 15 Roslyn Street Salem, MA to serve on the Zoning Board of Appeals for a three-year term to expire on May 1, 2026, previously held by Rosa Ordaz who is stepping down for personal reasons.

Hannah is a versatile designer who has gained a broad range of experience during her more than nine years in the architecture field. She is passionate about bringing beautiful designs to as many people as possible, which has led her to focus primarily on institutional & commercial projects. During her time at Roger Williams University, Hannah completed a thesis focused on different methods of adaptive reuse and received the AIA Henry Adams Medal.

I strongly recommend confirmation of Ms. Osthoff to the Zoning Board of Appeals. We are fortunate that she is willing to serve our community in this important role and lend her perspective, dedication and time to the ZBA and its work.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



## CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo  
Mayor

Office of the Mayor

January 25, 2024

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear City Councillors:

I am pleased to appoint Paul Carson, of 4 Parker Court, to the Bicycling and Shared Path Committee to complete a three-year term vacated by Josh Gillis, which will expire February 14, 2025.

Mr. Carson holds a degree in Mechanical Engineering from Pennsylvania State University, and currently serves as the Senior Makerspace Manager at Northeastern University. He has a background in education, having served as a high school math teacher in the past. For several years, he owned and operated Paul Carson Bicycles out of Somerville, Massachusetts. He is an engaged Salem resident, and he is raising his family in the city where he regularly commutes, as well as moves his family around the city, both by bicycle. He sees this role as one in which he will have the opportunity to help improve Salem's bike infrastructure, and to help Salem remain bike-friendly.

I strongly recommend confirmation of Mr. Carson's appointment to the Bicycling and Shared Path Committee. We are fortunate that he is willing to volunteer in this important role and lend his time, expertise and dedication to this important board and its work.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem

cc: Tom Devine, City of Salem  
Paul Carson



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

February 8, 2024

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear City Councillors:

I am pleased to appoint Yamilis Cruz, of 190 Bridge Street #5402, to the Scholarship and Education Committee to complete a three-year term previously vacated by Amy Stewart, to expire on April 11, 2025.

Ms. Cruz is a Literacy Coach at Collins Middle School in Salem, and worked with the Mayor's Office this past Fall to help her students prepare for the Mayor's inaugural poetry competition. She became aware of various opportunities to get involved in the Salem community throughout that process. She relatively recently became a resident of Salem, and explained that she grew up in and began her career in Florida, where there were not a lot of opportunities to get involved in civic life. When she moved to Salem two and a half years ago, she was inspired right away by the strength of the community, and began looking for ways to help. Her passion is education, and she is very enthusiastic about the chance to join this committee, and to help more students succeed and more educators create more opportunities.

I strongly recommend confirmation of Ms. Cruz's appointment to the Scholarship and Education Committee. We are fortunate that she is willing to volunteer in this critical role and lend her time, passion, and expertise to this important committee and its work.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Office of the Mayor

February 8, 2024

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970


Dear City Councillors:

I reappoint, subject to City Council confirmation, the following Salem residents to these boards and commissions, for the terms set forth below.

<u>Name</u>	<u>Board</u>	<u>Term Length</u>	<u>Term Expiration</u>
Sam (Sara) Fiore	Beautification Committee	3 years	2/22/2027
Tina Zelano	Board of Assessors	3 Years	2/22/2027
Tom Campbell	Conservation Commission	3 Years	2/22/2027
Bart Hoskins	Conservation Commission	3 Years	2/22/2027
George Barbuzzi	Council on Aging	3 Years	2/22/2027
Dr. Jeremy Schiller	Board of Health	3 Years	2/22/2027
Richard Lobsitz	Board of Trust Fund Commissioners	12 years	4/1/2036

I recommend confirmation of these reappointments and ask that you join me in thanking them for their continued dedicated service and commitment to our community.

Sincerely,

  
Dominick Pangallo  
Mayor  
City of Salem



# CITY OF SALEM

In City Council,

February 8, 2024

**Ordered:**

That the sum of Seventy-Six Thousand, Four Hundred Twenty Dollars and Eighty-Nine Cents (\$76,420.89) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the contractual buyback(s) listed below in accordance with the recommendation of His Honor the Mayor.

Name	Department	Amount
Thomas Bucher	Salem School Department	\$21,600.00
Judith Borden	Salem School Department	\$35,100.00
Patricia Mento	Salem School Department	\$19,720.89
		<b>\$76,420.89</b>



**CITY OF SALEM, MASSACHUSETTS**  
Dominick Pangallo  
Office of the Mayor

February 8, 2024

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear Councillors:

Enclosed herewith is a request for an appropriation of Seventy-Six Thousand, Four Hundred Twenty Dollars and Eighty-One Cents (\$76,420.89), be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146). This appropriation is necessary to fund the retirement buybacks of the following employees:

<b>Name</b>	<b>Department</b>	<b>Amount</b>
Thomas Bucker	School Department	\$21,600
Judith Bowen	School Department	\$35,100
Patricia Mento	School Department	\$19,720.89
<b>Total</b>		<b>\$76,420.89</b>

I recommend passage of the enclosed Order and invite you to contact Human Resources Director Lisa Cammarata with any questions that you may have regarding it.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem





DOMINICK S. PANGALLO  
MAYOR

LISA B. CAMMARATA  
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS  
HUMAN RESOURCES  
98 WASHINGTON STREET, 3<sup>RD</sup> FLOOR  
SALEM, MASSACHUSETTS 01970  
TEL. 978-619-5630

**MEMORANDUM**

**TO:** Anna Freedman, Director of Finance  
**DATE:** January 22, 2024  
**RE:** Retirement Stabilization Fund

\*\*\*\*\*  
Attached you will find a retirement buyback for a former employee of the Salem Public Schools.

This former employee is entitled to the following amount of sick leave buyback.

**Thomas Boucher**

90 sick days @ \$240.00 per day	\$21,600.00
<b>Total:</b>	<b>\$21,600.00</b>

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

Thank you for your cooperation, and if you should have any questions, please do not hesitate to contact me.

**CITY OF SALEM  
APPROVAL-SICK DAYS/VACATION BUY-BACK**

From: Department School Date 1/16/24

Authorized Signature: Elyse Paul  
Department Head/City or Business Manager/School

NAME: Thomas Boucher *custodian*

CALCULATION

VACATION DAYS # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

SICK DAYS # 90 @ \$ 240 = \$ 21,600 ✓

PRO-RATED STIPENDS # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

OTHER # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Amount Due:** \$ 21,600  
 Please attach corresponding PAF or other backup to this sheet.

**Reason:** Retirement

**For Human Resources's Use Only:**

- VACATION DAYS
- SICK DAYS
- PER ACCRUAL REPORT
- OTHER

**Org and Object:** 83113 - 5146

**Recommendation:**

Approved

[Signature]  
 H R Director/City or Superintendent/Schools



DOMINICK S. PANGALLO  
MAYOR

LISA B. CAMMARATA  
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS  
HUMAN RESOURCES  
98 WASHINGTON STREET, 3<sup>RD</sup> FLOOR  
SALEM, MASSACHUSETTS 01970  
TEL. 978-619-5630

**MEMORANDUM**

**TO:** Anna Freedman, Director of Finance  
**DATE:** January 16, 2024  
**RE:** Retirement Stabilization Fund

\*\*\*\*\*  
Attached you will find a retirement buyback for a former employee of the Salem Public Schools.

This former employee is entitled to the following amount of sick leave buyback.

**Judith Borden**

80 sick days @ \$438.75 per day	\$35,100.00
<b>Total:</b>	<b>\$35,100.00</b>

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

Thank you for your cooperation, and if you should have any questions, please do not hesitate to contact me.

**CITY OF SALEM**  
**APPROVAL-SICK DAYS/VACATION BUY-BACK**

From: Department School Date 8/2/23

Authorized Signature: *Wendy Paulley*  
Department Head/City or Business Manager/School

NAME: Judith Borden

CALCULATION

VACATION DAYS # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

SICK DAYS # 80 days @ \$ 438.75 = \$ 35,100.00 ✓

PRO-RATED STIPENDS # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

OTHER # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Total Amount Due: \$ 35,100.00

Please attach corresponding PAF or other backup to this sheet.

Reason: retirement

**For Human Resources's Use Only:**

- VACATION DAYS
- SICK DAYS
- PER ACCRUAL REPORT
- OTHER

Org and Object: 83113 - 5146

Recommendation: *[Signature]*  
 Approved  
H R Director/City or Superintendent/Schools



DOMINICK S. PANGALLO  
MAYOR

LISA B. CAMMARATA  
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS  
HUMAN RESOURCES  
98 WASHINGTON STREET, 3<sup>RD</sup> FLOOR  
SALEM, MASSACHUSETTS 01970  
TEL. 978-619-5630

**MEMORANDUM**

**TO:** Anna Freedman, Director of Finance  
**DATE:** January 22, 2024  
**RE:** Retirement Stabilization Fund

\*\*\*\*\*  
Attached you will find a retirement buyback for a former employee of the Salem Public Schools.

This former employee is entitled to the following amount of sick leave and vacation buyback.

**Patricia Mento**

30.75 sick days @ \$163.32 per day	\$5,022.09
90 sick days @ \$163.32 per day	\$14,698.80
<b>Total:</b>	<b>\$19,720.89</b>

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

Thank you for your cooperation, and if you should have any questions, please do not hesitate to contact me.

LBC

**CITY OF SALEM**  
**APPROVAL-SICK DAYS/VACATION BUY-BACK**

From: Department School Date 1/16/24

Authorized Signature: Elyse Paul  
Department Head/City or Business Manager/School

NAME: Patty Mento

CALCULATION

VACATION DAYS # 30<sup>3/4</sup> @ \$ 163.32 = \$ 5,022.09 ✓

SICK DAYS # 90 @ \$ 163.32 = \$ 14,698.80 ✓

PRO-RATED STIPENDS # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

OTHER # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Total Amount Due: \$ 19,720.89 ✓

Please attach corresponding PAF or other backup to this sheet.

Reason: Retirement

**For Human Resources's Use Only:**

- VACATION DAYS
- SICK DAYS
- PER ACCRUAL REPORT
- OTHER

Org and Object: 83113 - 5146

**Recommendation:**

Approved

[Signature]  
H R Director/City or Superintendent/Schools



# CITY OF SALEM

In City Council,

February 8, 2024

**Ordered:**

To accept the donation of Three Thousand Five Hundred Dollars (\$3,500.00) from Breanna Stead. The donation is to be deposited into the Parks and Recreation Donation Fund 2406 (24061-4830) in accordance with the recommendation of His Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Office of the Mayor

February 8, 2024

Honorable Salem City Council  
Salem City Hall  
Salem, Massachusetts 01970

Dear Councillors:

Enclosed is a request to accept a donation from Breanna Stead in the amount of Three Thousand Five Hundred Dollars. These funds will be deposited into the Parks and Recreation Donation Fund 24-06 (24061-4830) for a standard bench.

In order to accept the donation, approval must be given by both the Mayor and City Council. I ask that the members of the City Council join with me in accepting these funds.

Sincerely,

Dominick Pangallo  
Mayor  
City of Salem





CITY OF SALEM, MASSACHUSETTS  
PARK, RECREATION & COMMUNITY SERVICES  
401 Bridge Street, Salem MA 01970  
(978) 744-0924  
Fax (978) 219-1665

Dominick Pangallo  
MAYOR

Trish O'Brien  
SUPERINTENDENT

January 23, 2024

Dear Mayor Pangallo,

I am writing to request the acceptance of \$3,500.00 to the City of Salem for a bench donation at Salem Common from Breanna Stead for a Park and Recreation Donation. The amount to be deposited into the Park and Recreation Donation account 24061-4830.

Thank You

Sincerely,

*Trish O'Brien*

Trish O'Brien  
Superintendent, City of Salem  
Park, Recreation and Community Services  
Jean A. Levesque Community Life Center



# CITY OF SALEM

In City Council February 8, 2024

## RESOLUTION

**WHEREAS**, Chambers Property Holdings, LLC (hereinafter “Owner”) has purchased the commercial condominium unit at 65 Washington Street, Salem, MA, known as City of Salem Assessor’s Parcel ID 35-0600-801 (hereinafter the “Property”); and

**WHEREAS**, the Owner intends to build out the 3,212 square foot space into a 76-seat restaurant with commercial kitchen, restroom facilities, and back-of-house storage and office space (hereinafter “the Project”); and

**WHEREAS**, the Owner shall enter into a lease agreement with the Chambers Restaurant Group, LLC (hereinafter “Operator”) for the purposes of operating and managing the Project once completed and creating 27 new employment opportunities; and

**WHEREAS**, the City of Salem (hereafter “City”) is willing to grant tax concessions in return for a guarantee of the realization of the Project;

**NOW, THEREFORE, BE IT RESOLVED** that the Salem City Council hereby

- Incorporates the whereas clauses herein; and
- Endorses the use of Tax Increment Financing as a tool to encourage economic development at the Property; and
- Provides for a tax exemption at the Property for a period of five (5) years, beginning the first full fiscal tax year after Certificate of Occupancy is issued for the Property in accordance with the schedule below:

Term	Exemption %
1	100%
2	100%
3	75%
4	50%
5	25%

Said exemption being in accordance with M.G.L. Chapter 23A, Section 3E, Chapter 40, Section 59, Section 5.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized, on behalf of the City, to enter into a Tax Increment Financing Agreement, a copy of which is attached hereto, with the Owner and the Operator.

**BE IT FURTHER RESOLVED** that the City of Salem is hereby authorized to apply to the Economic Assistance Coordinating Council (EACC) for approval of the Tax Increment Financing Agreement.



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

February 8, 2024

Salem City Council  
93 Washington Street  
Salem, MA 01970

Dear Councillors,

Enclosed please find a resolution and agreement for a Tax Increment Finance (TIF) request received by Chambers Property Holdings (CPH), the property development company that includes Chambers Restaurant Group (CRG). CRG is a small business venture led by Chef Aaron Chambers and Shanna Chambers, who currently own and operate the restaurant Settler here in Salem. CPH has purchased the vacant first-floor commercial space at Brix (65 Washington Street) for the construction of a new French restaurant, Bernadette.

Historically, TIF agreements have been utilized by larger businesses and employers, but I believe that because the vibrancy of Salem's economy is so largely built around small businesses, we should be willing to provide them the same supports that our large businesses enjoy. In Salem, about 85% of our businesses have 19 or fewer employees and nearly 90% have fewer than 49 employees. They are as deserving as our larger employers of accessing programs intended to encourage and support economic growth and success. If we limit the City's business support programs to only our largest and most well-resourced businesses, we are doing a tremendous disadvantage to smaller employers, who comprise the vast bulk of our community's unique economy.

As detailed in the enclosed memo from our Department of Planning and Community Development, the space at 65 Washington Street is currently entirely empty, which presents a great opportunity for CRG to create a restaurant that works well for their purposes, and has been vacant since the building opened, detracting from our downtown economic activity. An entirely blank space also imposes significant cost-challenges related to build-out and equipment. A TIF can offer some financial relief in the first years of operation, to support the business' longer-term viability. Once operational, CRG expects to have 27 jobs created by the business.

TIFs are tools available to the City to temporarily reduce the property tax amount due by a

business on the value of new growth related to a project. It's important to recognize that the tax exemption offered by TIF does NOT apply to the taxes due to the base assessed value of the property prior to the project; the owner is always responsible for 100% of those taxes. In this case, the base assessed value of the property is \$623,300 and the projected post-project assessed value is \$1,000,000. This means the value subject to the tax exemption is \$376,700; this is called the incremental value.

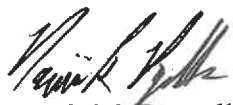
The proposed TIF is for five years and exempts 100% of the taxes on that incremental value in the first two years, 75% in the third year, 50% in the fourth year, and 25% in the fifth and final year. In all, the exempted tax amount totals a projected \$31,234 over those five years. The total amount of taxes paid on the incremental value over those five years is an estimated \$87,216. Excluding the TIF most recently granted for the Salem Wind Terminal, the \$31,234 exemption requested here is just 9% as much as the average exemption granted to the previous five TIF recipients. This further reinforces the argument that this type of economic tool should be available to our smaller businesses, as well as our larger ones, and even a small degree of financial support like this proposal can make a meaningful difference in the success of a local small business.

Lastly, I wanted to confirm that this is not the first time a food establishment has been granted a TIF in Salem. In 2017, A+J King likewise received a 5-year TIF agreement, exempting \$41,386 in taxes in order to be able to successfully open their bakery and retail space.

CRG hopes to be able to open by this coming summer. To help them meet this timetable, we are asking that the Council vote on this TIF resolution no later than your February 22, 2024, meeting. This would enable the request to be before the state's Economic Assistance Coordinating Council, which also must approve it, at their March 13, 2024, meeting.

I recommend adoption of the enclosed resolution to enable this small business to open and succeed, to create those 27 new local jobs, to add to the vibrancy of our downtown by activating a long-vacant commercial storefront, and to successfully leverage the additional commercial property tax and meals excise tax revenues it will generate for our City. Growing those revenue sources helps in our on-going efforts to minimize property tax increases on residential taxpayers. I invite you to reach out to our Principal Planner, Kate Newhall-Smith, should you have any questions regarding it.

Sincerely,



Dominick Pangallo  
Mayor  
City of Salem



# CITY OF SALEM, MASSACHUSETTS

## DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

DOMINICK PANGALLO  
MAYOR

TOM DANIEL, AICP  
DIRECTOR

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970  
TELE: 978-619-5685

### MEMO

TO: Mayor Pangallo  
Tom Daniel

FROM: Kate Newhall-Smith

DATE: January 30, 2024

RE: Chambers Property Holdings, LLC TIF

Chambers Property Holdings, LLC has purchased the commercial condominium unit at Brix, 65 Washington Street. The unit will be leased to The Chambers Restaurant Group, LLC, the entity behind Settler, to construct and operate a new 76-seat restaurant. Chef Aaron Chambers will create Bernadette – a market driven and French inspired restaurant. Chef Chambers opened Settler on Lynde Street in January 2020, introducing a simple and approachable Mediterranean menu to Salem’s culinary scene. Building on the successes at Settler, Chef Chambers hopes to open Bernadette in July 2024 at Brix. The restaurant will bring much-needed activity and vitality to this long-vacant commercial space.

The space is currently a blank canvas with no infrastructure, which allows an entrepreneur to make the space their own. While being able to create a vision for the space that isn’t hampered by existing fixtures and configurations is an exciting opportunity for Chef Chambers, since there isn’t any existing infrastructure, the costs associated with the build-out and equipment purchases are significant.

As Chef Chambers secures funding for the build-out, a TIF can relieve some financial pressure on the restaurant in its critical first few years of operation, which will support his opportunities for success as the restaurant establishes itself.

Please review the following project information in your consideration of this request.

#### Current Facility:

- **Valuation:** 65 Washington Street, see realtor pamphlet [here](#). Chambers Property Holdings, LLC purchased the commercial condominium for \$950,000 in November 2023. The current assessed value is \$623,300.
- **Current Operations:** None. The space has been vacant since it was constructed.

#### Project Numbers:

- **Project Cost: \$2,979,970**
  - \$950,000 for condo purchase,
  - \$1,125,665 for construction,
  - \$200,000 in soft costs, and

- \$704,305 for equipment.
- Assessed Value, Current and Future Estimates:
  - Current Assessment of Commercial Condo: \$623,300 (based on FY24 assessed valuation).
  - Estimated Property Assessment Post Project: \$1,000,000, based on the following:
    1. Purchase price of the condo
    2. Market trends for commercial/restaurant space in the downtown
- Tax Increment: Estimated tax increment is **\$376,700**.
- Projected Employment: Estimated 27 positions by mid-2024.
  - Management Positions (Salaried employees with access to vacation/sick time benefits)
    - Chef de Cuisine
    - Sous Chef
    - General Manager
    - Assistant General Manager
  - Staff Positions
    - Pastry Chef
    - Bartender
    - Host
    - Front of House Staff (8)
    - Line Cooks (6-8)
  - The applicant has been working with a company to secure a health benefits plan for all full-time employees, hourly and salaried.
  - 'Subsidy Per Job': With the preferred TIF scenario as shown in Table 1 below, there will be an overall subsidy of approximately \$1,157 per new job created.

#### **Permitting and Construction Timing:**

- The owner will need to secure a building permit for the interior construction.
- The owner will need to seek Salem Redevelopment Authority and Design Review Board approval for signage.
- Targeting a construction start date in February 2024 with an 18-week construction period with the hope that the project is done on or around July 1, 2024.

#### **TIF Timing:**

- State Process: The team has remained in touch with Maria de Stefano and are targeting the March 13, 2024 EACC meeting for an approval of this TIF. To meet this meeting date, Maria will need the following items by the stated deadlines:
  - January 24, 2024 – Preliminary Application
  - February 20, 2024 – Supplemental Application
- Local Process:
  - City Council: This TIF needs to go before the City Council at its **February 8, 2024** meeting, with a final vote no later than the **February 22, 2024** meeting.
  - State Review of TIF: The state needs to review our TIF **before** it goes to the City Council for a final vote. I have drafted the TIF in accordance with the state's preferred model. I would like to send the draft to Maria by **Wednesday, January 31, 2024**.
- Preferred Timeline:
  - Wednesday, January 31<sup>st</sup>: Kate to send draft TIF Agreement to Maria to begin state review.
  - February 8<sup>th</sup>: City Council meeting to introduce local TIF
  - Mid-February: Committee meeting (Admin and Finance?) to discuss TIF
  - February 22<sup>nd</sup>: City Council meeting to take final vote on local TIF no later than this date.
  - March 13<sup>th</sup>: Local TIF at EACC meeting (virtual meeting). Mayor has opportunity to speak.

#### **Community Benefits:**

The Chambers Restaurant Group has long been community-oriented and has committed to the following community benefits upon the realization of a local TIF.

- **Job Creation:** Bernadette will be home to up to 27 new jobs in downtown Salem. The positions are a mix of salaried and hourly employees. There will be jobs for highly skilled individuals (chef, pastry chef, general manager) and entry-level positions (front of house staff). The salaried jobs come with vacation and sick time benefits. The Chambers Restaurant Group is also actively searching for a plan that will provide access to health benefits to all full-time employees – hourly and salaried.
- **Partnership with Root:** Chef Chambers will continue his partnership with Root, the Salem-based non-profit organization that helps young adults create a pathway to independence through food service training and employment.
  - He has recently joined Root’s Chef Advisory Council, which will increase his partnership with the organization. The Council includes both local and greater Boston and beyond chefs and hospitality industry leaders.
  - Bernadette will be an opportunity for the staff/team to share culinary knowledge with Root’s potential youth applicants, host Root gatherings, and help support the community.
- **Activation of Underutilized Space:** The commercial condominium at Brix has been vacant since its construction. While there has been continued interest in the space from local and regional entrepreneurs over the past four years, the space presented challenges to small business owners. Chef Chambers recognizes the challenges and is prepared to address them to transform this empty storefront into a visually warm and welcoming restaurant of which the residents at Brix and the whole community can be proud.

**Table 1**

Year	Exemption	Incremental Assessed Value	Exempted Property Taxes	Estimated Property Taxes on increment value balance	Estimated Base Tax Bill	Total Annual Taxes Paid
1	100%	\$376,700	\$8,924.02	\$0.00	\$14,765.98	\$14,765.98
2	100%	\$376,700	\$8,924.02	\$0.00	\$14,765.98	\$14,765.98
3	75%	\$376,700	\$6,693.02	\$2,231.01	\$14,765.98	\$16,996.98
4	50%	\$376,700	\$4,462.01	\$4,462.01	\$14,765.98	\$19,227.99
5	25%	\$376,700	\$2,231.01	\$6,693.02	\$14,765.98	\$21,458.99

Total Exempted	\$31,234.08
% Exempted	26.7%

Total Paid	\$87,215.92
% Paid	73.3%



**TAX INCREMENT FINANCING AGREEMENT**

(Alternatively, the "Agreement")

**BETWEEN**

**THE CITY OF SALEM**

(Alternatively, the "City")

**AND**

**CHAMBERS PROPERTY HOLDINGS, LLC**

(Alternatively, the "Owner")

**AND**

**CHAMBERS RESTAURANT GROUP, LLC**

(Alternatively, the "Operator")

This agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City and the Owner.

WHEREAS the Owner is a Massachusetts limited liability corporation having its principal office at 66 Orchard Road, Swampscott, MA 01907 and is authorized to do business in Massachusetts; and

WHEREAS the City is a Massachusetts municipal corporation acting through its Mayor and City Council, having its principal office at 93 Washington Street, Salem, Massachusetts 01970; and

WHEREAS the Owner has purchased the commercial condominium at 65 Washington Street, Salem, Massachusetts, 01970 (hereinafter referred collectively as the "Property"); and

WHEREAS the Owner intends to build out the +/- 3,200 square foot commercial space to accommodate the Operator's newest restaurant, Bernadette, which will create new employment opportunities (herein after the "Project"); and

WHEREAS the Owner shall enter into a lease agreement for the Property with the Operator for the purposes of operating and managing the Project post completion; and

WHEREAS the Project investment at the Property is an estimated \$2.8 million, including \$950,000 for the purchase of the condominium, \$1,125,665 for construction, and \$704,305 for equipment; and

WHEREAS the Operator plans to create approximately 27 permanent jobs, of which 19 will be full time or full-time equivalent positions and 8 will be part time positions at the Project within a two (2) year period post Project completion; and

WHEREAS the City strongly supports increased economic development to provide additional jobs, expand business within Salem, and to develop a healthy economy and stronger tax base; and

WHEREAS, on \_\_\_\_\_, 2024, the Salem City Council voted to recommend approval of this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**A. THE CITY'S OBLIGATIONS**

1. A Tax Increment Financing (“TIF”) exemption (the “Exemption”) is hereby granted to the Owner by the City in accordance with Massachusetts General Laws Chapter 23A, Section 3A to 3F; Chapter 40, section 59; and Chapter 59, Section 5, Clause 51, and the applicable regulations thereunder. The Exemption for real estate taxes shall be for a period of five (5) years (the “Exemption Term”), commencing in the first fiscal year for which the City has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the “State Date”, which date shall be no earlier than the first day of the fiscal year following the date a certificate of occupancy has been issued to allow the Operator to use and occupy the Project); and shall provide an exemption from real estate taxation of the new incremental value of the property resulting from the Project, as determined by the City assessor, as follows:

Year	Exemption
1	100%
2	100%
3	75%
4	50%
5	25%

2. The anticipated base assessed valuation of the Property, pursuant to this Agreement shall be \$623,300.
3. The base assessed valuation shall be adjusted annually by an adjustment factor which reflects increased commercial and industrial property values within the community, as provided in Massachusetts General laws Chapter 40, Section 59.
4. The increased value or “increment” created by improvements to the Property will be the amount eligible for exemption from taxation, in accordance with the Exemption applicable to each year in the schedule in Section A.1, hereof.

**B. OBLIGATIONS OF THE OWNER AND OPERATOR**

1. The Owner shall build out the +/- 3,200 square foot commercial space to be suitable for the new restaurant, Bernadette.
2. The Project investment at the Property shall be an approximate Three Million Dollars (\$3,000,000), including \$950,000 to purchase the commercial condominium, \$1,125,665 in construction costs, \$200,000 in soft costs, and \$704,305 in equipment purchases; and
3. The Operator shall create 27 permanent positions at the Property within a two (2) year period post Project completion. Of these 27 positions, 19 will be full-time or full-time equivalent positions and 8 will be part-time positions.
4. The Operator’s job retention and creation plans are outlined in the Employment & Job Creation section of the EDIP Application to be submitted to the State in connection with the request for the TIF Exemption.
5. In addition to the Owner’s Property improvements and the Operator’s job creation, the Operator shall continue to support and grow its partnership with Root, the Salem-based non-profit organization that helps young adults create a pathway to independence through food service training and employment.
6. The Owner, in coordination with the Operator, shall submit an annual report pursuant to Massachusetts General Laws Chapter 23A, Section 3F to the Massachusetts Economic Assistance Coordinating Council (“EACC”) through the Commonwealth’s online portal for each year of the Application designation. The annual report shall

include the number of jobs created, and the value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Owner shall also submit a report as required by Massachusetts General Laws Chapter 40, Section 59(viii) to the City and the EACC.

7. The Operator plans to use reasonable efforts, to the extent permitted by law and assuming equal qualifications, to give priority to qualified Salem residents in its hiring of new employees for the Project.
8. The Operator plans to use reasonable efforts, to the extent permitted by law and assuming equal qualifications, to give priority to qualified local vendors for the Project.
9. If the Owner fails to meet the obligations specified in Section B.1 through B.6 above, the City, acting by and through its Mayor and City Council, may take action to notify the EACC and/or request the EACC to revoke approval of this Agreement. Upon the EACC revocation of its approval of this Agreement, the City shall discontinue the Tax Increment Financing benefits provided to the Owner commencing with the first fiscal year in which the Project is decertified, or if such benefits have already been received by the Owner for the fiscal year in which the Project has been decertified, commencing as of the fiscal year immediately following that fiscal year.
10. Prior to taking any action to request revocation of this Agreement by the EACC pursuant to Paragraph B.9, the City shall give written notice of the alleged material default to the Owner and provide the Owner an opportunity to meet with Salem officials having the relevant authority under this Agreement to discuss a remedy for the alleged default. The Owner shall have sixty (60) days from the receipt of such written notice to respond to the City regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default, or, with respect to alleged defaults which by mutual agreement of the Parties cannot be remedied within such one-hundred-twenty (120) day period, within such additional period of time as is required to reasonably remedy such alleged default, provided the Owner exercises due diligence in the remedying of such alleged default.
11. If the Owner plans to terminate the lease with the Operator and/or move from the Property during the Exemption Term, the Company shall give the city thirty (30) days advance written notice, to the attention of its Mayor and City Council.

### **C. OTHER CONSIDERATIONS**

1. Pursuant to Massachusetts General Laws Chapter 40, Section 59 (v), this Agreement shall be binding upon the Owner, its successors and assigns and subsequent owners of the Property.
2. The matters described above as obligations of the Owner and/or Operator are only conditions to the eligibility for tax exemptions under this Agreement and do not create any other enforceable obligation or covenants of the Owner and/or Operator. The City's sole remedy for failure by the Owner to satisfy any of its respective obligations and conditions are set forth in Paragraphs B.9 through B.11 of this Agreement.
3. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause 51, and the applicable regulations thereunder.
4. Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of the Agreement.
5. The time within which the Owner and/or Operator shall be required to perform any of the respective acts or obligations under the Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event has continued. A Force Majeure Event means any supervening events or occurrences, such as acts of God, earthquakes, fire, acts of

terrorism, pandemic, war, labor disputes, delays or restrictions by government bodies, or other causes that are beyond the reasonable control of the Company.

6. This Agreement is subject for approval by the EACC pursuant to Section 3E of Chapter 23A and the applicable regulations thereunder and this Agreement cannot be modified unless approved by the EACC.
7. Each person executing this Agreement represents and warrants that he, she, or they have been duly authorized to execute and deliver this Agreement by the entity for which he, she, or they is signing, and this Agreement is the valid and binding agreement of such entity, enforceable in accordance with its terms.
8. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original; but all of such counterparts shall together constitute but one and the same instrument.

**Signatures Follow on Next Page**

**WITNESSETH** the execution and delivery of this Agreement by the City, the Owner, and the Operator, as an instrument under seal, as of the date first above written.

**AGREED TO:**

**Chambers Property Holdings, LLC**

**City of Salem**

\_\_\_\_\_  
Aaron Chambers, Co-Owner

\_\_\_\_\_  
Dominick Pangallo, Mayor

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Shanna Chambers, Co-Owner

\_\_\_\_\_  
Date of Signature

**Chambers Restaurant Group, LLC**

\_\_\_\_\_  
Aaron Chambers, Co-Owner

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Shanna Chambers, Co-Owner

\_\_\_\_\_  
Date of Signature



**CITY OF SALEM, MASSACHUSETTS**

Dominick Pangallo  
Mayor

Office of the Mayor

February 8, 2024

Salem City Council  
93 Washington Street  
Salem, MA 01970

Dear Councillors,

Enclosed please find a resolution and agreement for a Tax Increment Finance (TIF) request received by Chambers Property Holdings (CPH), the property development company that includes Chambers Restaurant Group (CRG). CRG is a small business venture led by Chef Aaron Chambers and Shanna Chambers, who currently own and operate the restaurant Settler here in Salem. CPH has purchased the vacant first-floor commercial space at Brix (65 Washington Street) for the construction of a new French restaurant, Bernadette.

Historically, TIF agreements have been utilized by larger businesses and employers, but I believe that because the vibrancy of Salem's economy is so largely built around small businesses, we should be willing to provide them the same supports that our large businesses enjoy. In Salem, about 85% of our businesses have 19 or fewer employees and nearly 90% have fewer than 49 employees. They are as deserving as our larger employers of accessing programs intended to encourage and support economic growth and success. If we limit the City's business support programs to only our largest and most well-resourced businesses, we are doing a tremendous disadvantage to smaller employers, who comprise the vast bulk of our community's unique economy.

As detailed in the enclosed memo from our Department of Planning and Community Development, the space at 65 Washington Street is currently entirely empty, which presents a great opportunity for CRG to create a restaurant that works well for their purposes, and has been vacant since the building opened, detracting from our downtown economic activity. An entirely blank space also imposes significant cost-challenges related to build-out and equipment. A TIF can offer some financial relief in the first years of operation, to support the business' longer-term viability. Once operational, CRG expects to have 27 jobs created by the business.

TIFs are tools available to the City to temporarily reduce the property tax amount due by a

business on the value of new growth related to a project. It's important to recognize that the tax exemption offered by TIF does NOT apply to the taxes due to the base assessed value of the property prior to the project; the owner is always responsible for 100% of those taxes. In this case, the base assessed value of the property is \$623,300 and the projected post-project assessed value is \$1,000,000. This means the value subject to the tax exemption is \$376,700; this is called the incremental value.

The proposed TIF is for five years and exempts 100% of the taxes on that incremental value in the first two years, 75% in the third year, 50% in the fourth year, and 25% in the fifth and final year. In all, the exempted tax amount totals a projected \$31,234 over those five years. The total amount of taxes paid on the incremental value over those five years is an estimated \$87,216. Excluding the TIF most recently granted for the Salem Wind Terminal, the \$31,234 exemption requested here is just 9% as much as the average exemption granted to the previous five TIF recipients. This further reinforces the argument that this type of economic tool should be available to our smaller businesses, as well as our larger ones, and even a small degree of financial support like this proposal can make a meaningful difference in the success of a local small business.

Lastly, I wanted to confirm that this is not the first time a food establishment has been granted a TIF in Salem. In 2017, A+J King likewise received a 5-year TIF agreement, exempting \$41,386 in taxes in order to be able to successfully open their bakery and retail space.

CRG hopes to be able to open by this coming summer. To help them meet this timetable, we are asking that the Council vote on this TIF resolution no later than your February 22, 2024, meeting. This would enable the request to be before the state's Economic Assistance Coordinating Council, which also must approve it, at their March 13, 2024, meeting.

I recommend adoption of the enclosed resolution to enable this small business to open and succeed, to create those 27 new local jobs, to add to the vibrancy of our downtown by activating a long-vacant commercial storefront, and to successfully leverage the additional commercial property tax and meals excise tax revenues it will generate for our City. Growing those revenue sources helps in our on-going efforts to minimize property tax increases on residential taxpayers. I invite you to reach out to our Principal Planner, Kate Newhall-Smith, should you have any questions regarding it.

Sincerely,



Dominick Pangallo  
Mayor  
City of Salem



# CITY OF SALEM, MASSACHUSETTS

## DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

DOMINICK PANGALLO  
MAYOR

TOM DANIEL, AICP  
DIRECTOR

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970  
TELE: 978-619-5685

### MEMO

TO: Mayor Pangallo  
Tom Daniel

FROM: Kate Newhall-Smith

DATE: January 30, 2024

RE: Chambers Property Holdings, LLC TIF

Chambers Property Holdings, LLC has purchased the commercial condominium unit at Brix, 65 Washington Street. The unit will be leased to The Chambers Restaurant Group, LLC, the entity behind Settler, to construct and operate a new 76-seat restaurant. Chef Aaron Chambers will create Bernadette – a market driven and French inspired restaurant. Chef Chambers opened Settler on Lynde Street in January 2020, introducing a simple and approachable Mediterranean menu to Salem’s culinary scene. Building on the successes at Settler, Chef Chambers hopes to open Bernadette in July 2024 at Brix. The restaurant will bring much-needed activity and vitality to this long-vacant commercial space.

The space is currently a blank canvas with no infrastructure, which allows an entrepreneur to make the space their own. While being able to create a vision for the space that isn’t hampered by existing fixtures and configurations is an exciting opportunity for Chef Chambers, since there isn’t any existing infrastructure, the costs associated with the build-out and equipment purchases are significant.

As Chef Chambers secures funding for the build-out, a TIF can relieve some financial pressure on the restaurant in its critical first few years of operation, which will support his opportunities for success as the restaurant establishes itself.

Please review the following project information in your consideration of this request.

#### Current Facility:

- **Valuation:** 65 Washington Street, see realtor pamphlet [here](#). Chambers Property Holdings, LLC purchased the commercial condominium for \$950,000 in November 2023. The current assessed value is \$623,300.
- **Current Operations:** None. The space has been vacant since it was constructed.

#### Project Numbers:

- **Project Cost: \$2,979,970**
  - \$950,000 for condo purchase,
  - \$1,125,665 for construction,
  - \$200,000 in soft costs, and



- \$704,305 for equipment.
- Assessed Value, Current and Future Estimates:
  - Current Assessment of Commercial Condo: **\$623,300** (based on FY24 assessed valuation).
  - Estimated Property Assessment Post Project: **\$1,000,000**, based on the following:
    1. Purchase price of the condo
    2. Market trends for commercial/restaurant space in the downtown
- Tax Increment: Estimated tax increment is **\$376,700**.
- Projected Employment: Estimated 27 positions by mid-2024.
  - Management Positions (Salaried employees with access to vacation/sick time benefits)
    - Chef de Cuisine
    - Sous Chef
    - General Manager
    - Assistant General Manager
  - Staff Positions
    - Pastry Chef
    - Bartender
    - Host
    - Front of House Staff (8)
    - Line Cooks (6-8)
  - The applicant has been working with a company to secure a health benefits plan for all full-time employees, hourly and salaried.
  - 'Subsidy Per Job': With the preferred TIF scenario as shown in Table 1 below, there will be an overall subsidy of approximately \$1,157 per new job created.

#### **Permitting and Construction Timing:**

- The owner will need to secure a building permit for the interior construction.
- The owner will need to seek Salem Redevelopment Authority and Design Review Board approval for signage.
- Targeting a construction start date in February 2024 with an 18-week construction period with the hope that the project is done on or around July 1, 2024.

#### **TIF Timing:**

- State Process: The team has remained in touch with Maria de Stefano and are targeting the March 13, 2024 EACC meeting for an approval of this TIF. To meet this meeting date, Maria will need the following items by the stated deadlines:
  - January 24, 2024 – Preliminary Application
  - February 20, 2024 – Supplemental Application
- Local Process:
  - City Council: This TIF needs to go before the City Council at its **February 8, 2024** meeting, with a final vote no later than the **February 22, 2024** meeting.
  - State Review of TIF: The state needs to review our TIF **before** it goes to the City Council for a final vote. I have drafted the TIF in accordance with the state's preferred model. I would like to send the draft to Maria by **Wednesday, January 31, 2024**.
- Preferred Timeline:
  - Wednesday, January 31<sup>st</sup>: Kate to send draft TIF Agreement to Maria to begin state review.
  - February 8<sup>th</sup>: City Council meeting to introduce local TIF
  - Mid-February: Committee meeting (Admin and Finance?) to discuss TIF
  - February 22<sup>nd</sup>: City Council meeting to take final vote on local TIF no later than this date.
  - March 13<sup>th</sup>: Local TIF at EACC meeting (virtual meeting). Mayor has opportunity to speak.

#### **Community Benefits:**

The Chambers Restaurant Group has long been community-oriented and has committed to the following community benefits upon the realization of a local TIF.

- **Job Creation:** Bernadette will be home to up to 27 new jobs in downtown Salem. The positions are a mix of salaried and hourly employees. There will be jobs for highly skilled individuals (chef, pastry chef, general manager) and entry-level positions (front of house staff). The salaried jobs come with vacation and sick time benefits. The Chambers Restaurant Group is also actively searching for a plan that will provide access to health benefits to all full-time employees – hourly and salaried.
- **Partnership with Root:** Chef Chambers will continue his partnership with Root, the Salem-based non-profit organization that helps young adults create a pathway to independence through food service training and employment.
  - He has recently joined Root’s Chef Advisory Council, which will increase his partnership with the organization. The Council includes both local and greater Boston and beyond chefs and hospitality industry leaders.
  - Bernadette will be an opportunity for the staff/team to share culinary knowledge with Root’s potential youth applicants, host Root gatherings, and help support the community.
- **Activation of Underutilized Space:** The commercial condominium at Brix has been vacant since its construction. While there has been continued interest in the space from local and regional entrepreneurs over the past four years, the space presented challenges to small business owners. Chef Chambers recognizes the challenges and is prepared to address them to transform this empty storefront into a visually warm and welcoming restaurant of which the residents at Brix and the whole community can be proud.

**Table 1**

Year	Exemption	Incremental Assessed Value	Exempted Property Taxes	Estimated Property Taxes on increment value balance	Estimated Base Tax Bill	Total Annual Taxes Paid
1	100%	\$376,700	\$8,924.02	\$0.00	\$14,765.98	\$14,765.98
2	100%	\$376,700	\$8,924.02	\$0.00	\$14,765.98	\$14,765.98
3	75%	\$376,700	\$6,693.02	\$2,231.01	\$14,765.98	\$16,996.98
4	50%	\$376,700	\$4,462.01	\$4,462.01	\$14,765.98	\$19,227.99
5	25%	\$376,700	\$2,231.01	\$6,693.02	\$14,765.98	\$21,458.99

Total Exempted	\$31,234.08
% Exempted	26.7%

Total Paid	\$87,215.92
% Paid	73.3%

# City of Salem

*In the year Two Thousand and Twenty-Four*

## **An Ordinance Relative to Traffic**

*Be it ordained by the City Council of the City of Salem, as follows:*

**Section 1.** Section 51B of Article V be amended by repealing the following:

Pleasant Street – Parking Prohibited at Certain Times on Certain Streets - on the easterly side, beginning thirty-eight (38) feet from the intersection of Pleasant Street and Webb Street and proceeding southerly for a distance of one hundred twenty-five (125) feet. Fifteen (15) minute parking limit. (4/13/87)

**Section 2.** Section 57A of Article V be amended by repealing the following:

Pleasant Street – Parking Time Limited: Unmetered Zones - easterly side, starting at a point fifty-nine (59) feet from the intersection of Bridge Street in a southerly direction for a distance of eighty-four (84) feet. Two hour parking. (12/5/80 DPW 5-1905)

And inserting the following:

Pleasant Street – Parking Time Limited: Unmetered Zones - easterly side, beginning forty-five (45) feet south of the intersection with Bridge Street and extending in a southerly direction for fifty (50) feet, thirty (30) minute parking limit, Monday through Sunday, 8:00 A.M. to 6:00 P.M.

**Section 3.** This ordinance shall take effect as provided by City Charter.



City of Salem, Massachusetts  
Office of the City Council  
City Hall



**REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION**

MEMO TO: Lt. David Tucker Police Traffic Division  
FROM: Councilor Watson-Felt DATE: February 6, 2024

In accordance with the Council Rule 30A, I hereby request your recommendation for the following Traffic Ordinance:

NAME OF STREET Pleasant Street  
TYPE OF STREET CHANGE Parking Prohibited at Certain Times on Certain Streets  
DESCRIPTION OF AREA WHERE CHANGE IS REQUESTED Pleasant Street.  
COUNCILLOR'S COMMENTS/EXPLANATION There is a parking restriction in the area of 3 Pleasant Street which is currently in an incorrect section of the Traffic Code. This recommendation covers the repeal from section 51B.

**POLICE TRAFFIC DIVISION RECOMMENDATION**

The Police Traffic Division hereby submits the following recommendation for the above request:

APPROVAL  
 DENIAL  
 TRIAL PERIOD

CHAPTER: 42 SECTION: 51B TITLE: Parking Prohibited at Certain Times on Certain Streets  
DESCRIPTION: Repeal: Pleasant Street – Parking Prohibited at Certain Times on Certain Streets - on the easterly side, beginning thirty-eight (38) feet from the intersection of Pleasant Street and Webb Street and proceeding southerly for a distance of one hundred twenty-five (125) feet. Fifteen (15) minute parking limit. (4/13/87)

COMMENTS (IF ANY): \_\_\_\_\_  
\_\_\_\_\_

*Lt. David Tucker*

**POLICE TRAFFIC DIVISION**

**RETURN THIS FORM TO THE CITY CLERK'S OFFICE**



**City of Salem, Massachusetts**  
Office of the City Council  
City Hall



**REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION**

MEMO TO: Lt. David Tucker Police Traffic Division  
FROM: Councilor Watson-Felt DATE: February 6, 2024

In accordance with the Council Rule 30A, I hereby request your recommendation for the following Traffic Ordinance:

NAME OF STREET Pleasant Street  
TYPE OF STREET CHANGE Parking Time Limited: Unmetered Zones  
DESCRIPTION OF AREA WHERE CHANGE IS REQUESTED 3 Pleasant Street.  
COUNCILLOR'S COMMENTS/EXPLANATION The current parking restriction at 3 Pleasant Street does not meet the needs of the adjacent business. This recommendation repeals the current language and replaces with the updated language.

**POLICE TRAFFIC DIVISION RECOMMENDATION**

The Police Traffic Division hereby submits the following recommendation for the above request:

APPROVAL  
 DENIAL  
 TRIAL PERIOD

CHAPTER: 42 SECTION: 57A TITLE: Parking Time Limited: Unmetered Zones  
DESCRIPTION: Repeal: easterly side, starting at a point fifty-nine (59) feet from the intersection of Bridge Street in a southerly direction for a distance of eighty-four (84) feet. Two hour parking. (12/5/80 DPW 5-1905)  
Replace with: Pleasant Street – Parking Time Limited: Unmetered Zones - easterly side, beginning forty-five (45) feet south of the intersection with Bridge Street and extending in a southerly direction for fifty (50) feet, thirty (30) minute parking limit, Monday through Sunday, 8:00 A.M. to 6:00 P.M.  
COMMENTS (IF ANY): \_\_\_\_\_

POLICE TRAFFIC DIVISION

**RETURN THIS FORM TO THE CITY CLERK'S OFFICE**



## CITY OF SALEM

In City Council, February 12, 2024

**ORDERED:** That the Committee on Public, Health, Safety and Environment co-posted with the Committee of the Whole meet to discuss the encampment on the South Harbor Walkway on issues relating to but not limited to health-related concerns, public nuisance matters, public safety for all and the well-being of the people staying in that area.



## CITY OF SALEM

In City Council, February 8, 2024

**ORDERED:** In accordance with Massachusetts General Law, Chapter 268A, Section 20(b) the City Council hereby declares that the following have met the requirements for exemption as set forth in this Section and may be retained through the Senior Citizen Tax Work Off Abatement Program by the Community Life Center, not to exceed 500 hours in this calendar year:

Participant	Title	Department
Susan Burton	P/T Poll worker–Elections	City Clerk
Marie Brescia	P/T Poll worker–Elections	City Clerk
Constance Fabello	P/T Poll worker–Elections	City Clerk
Kathleen Fitzgerald	Part time Receptionist at the CLC	Park, Recreation and Community Services
Joyce Greer	P/T Poll worker–Elections	City Clerk
John Henkelman	Seasonal/part-time worker at Winter Island	Park, Recreation and Community Services
Patricia Kasprzyk	P/T Poll worker–Elections	City Clerk
Margaret MacNeil	P/T Seasonal worker at Winter Island	Park, Recreation and Community Services
Elaine McCormack	P/T Seasonal worker at Winter Island	Park, Recreation and Community Services
Wendy Meigs	P/T Poll worker–Elections	City Clerk
Barbara Osika	P/T Receptionist at CLC & P/T Poll worker–Elections	Park, Recreation and Community Services/City Clerk
Nancy Roney	P/T File Clerk in Finance Department & P/T Poll worker - Elections	Finance Department and City Clerk
Pamela Shelton	P/T Poll worker–Elections & P/T Charter Street Cemetery	City Clerk/ Park, Recreation and Community Services
Madeline von Jaeger	P/T Library Aide	Public Library
David Wolfenden	P/T Seasonal worker at Winter Island	Park, Recreation and Community Services

**ELIZABETH M. RENNARD**  
City Solicitor  
[BRENNARD@SALEM.MA.GOV](mailto:BRENNARD@SALEM.MA.GOV)



**JAMES F. WELLOCK**  
Assistant City Solicitor  
TEL: 978.619.5634  
EMAIL: [JWELLOCK@SALEM.MA.GOV](mailto:JWELLOCK@SALEM.MA.GOV)

**CITY OF SALEM**  
**DOMINICK PANGALLO, MAYOR**

LEGAL DEPARTMENT  
93 WASHINGTON STREET  
SALEM, MASSACHUSETTS 01970

**JOANNE M. ROOMEY**  
PARALEGAL  
PUBLIC RECORDS ACCESS OFFICER  
TEL: 978.619.5638  
EMAIL: [JROOMEY@SALEM.MA.GOV](mailto:JROOMEY@SALEM.MA.GOV)

February 8, 2024

Salem City Council  
City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

Enclosed herewith is a proposed Order approving a Massachusetts Conflict of Interest Law exemption the following as provided in General Law c. 268A, § 20(b):

Participant	Title	Department
Susan Burton	P/T Poll worker—Elections	City Clerk
Marie Brescia	P/T Poll worker—Elections	City Clerk
Constance Fabello	P/T Poll worker—Elections	City Clerk
Kathleen Fitzgerald	Part time Receptionist at the CLC	Park, Recreation and Community Services
Joyce Greer	P/T Poll worker—Elections	City Clerk
John Henkelman	Seasonal/part-time worker at Winter Island	Park, Recreation and Community Services
Patricia Kasprzyk	P/T Poll worker—Elections	City Clerk
Margaret MacNeil	P/T Seasonal worker at Winter Island	Park, Recreation and Community Services
Elaine McCormack	P/T Seasonal worker at Winter Island	Park, Recreation and Community Services
Wendy Meigs	P/T Poll worker—Elections	City Clerk
Barbara Osika	P/T Receptionist at CLC & P/T Poll worker—Elections	Park, Recreation and Community Services/City Clerk
Nancy Roney	P/T File Clerk in Finance Department & P/T Poll worker - Elections	Finance Department and City Clerk



Pamela Shelton	P/T Poll worker–Elections & P/T Charter Street Cemetery	City Clerk/ Park, Recreation and Community Services
Madeline von Jaeger	P/T Library Aide	Public Library
David Wolfenden	P/T Seasonal worker at Winter Island	Park, Recreation and Community Services

The Conflict of Interest Law, specifically General Law c. 268A, § 20(b), requires that because the above participants will provide personal services to the Community Life Center, they must receive City Council approval of a § 20(b) exemption. A copy of the required disclosure form and instructions are attached for your review.

If you have any questions relative to the proposed Order, please contact me at your earliest convenience. Thank you.

Sincerely,



Elizabeth Rennard

Enclosure

## CHAPTER 268A. CONDUCT OF PUBLIC OFFICIALS AND EMPLOYEES

### Chapter 268A: Section 20. Municipal employees; financial interest in contracts; holding one or more elected positions

Section 20. (a) A municipal employee who has a financial interest, directly or indirectly, in a contract made by a municipal agency of the same city or town, in which the city or town is an interested party of which financial interest he has knowledge or has reason to know, shall be punished by a fine of not more than three thousand dollars or by imprisonment for not more than two years, or both.

This section shall not apply if such financial interest consists of the ownership of less than one per cent of the stock of a corporation.

This section shall not apply (a) to a municipal employee who in good faith and within thirty days after he learns of an actual or prospective violation of this section makes full disclosure of his financial interest to the contracting agency and terminates or disposes of the interest, or (b) to a municipal employee who is not employed by the contracting agency or an agency which regulates the activities of the contracting agency and who does not participate in or have official responsibility for any of the activities of the contracting agency, if the contract is made after public notice or where applicable, through competitive bidding, and if the municipal employee files with the clerk of the city or town a statement making full disclosure of his interest and the interest of his immediate family, and if in the case of a contract for personal services (1) the services will be provided outside the normal working hours of the municipal employee, (2) the services are not required as part of the municipal employee's regular duties, the employee is compensated for not more than five hundred hours during a calendar year, (3) the head of the contracting agency makes and files with the clerk of the city or town a written certification that no employee of that agency is available to perform those services as part of their regular duties, and (4) the city council, board of selectmen or board of aldermen approve the exemption of his interest from this section.

**CITY OF SALEM  
ELECTION ORDER**

In City Council February 8, 2024

ORDERED: That the meetings of the qualified voters of the City of Salem be held in the several voting precincts in the City at the polling places designated hereinafter on **Tuesday, March 5, 2024**, for the purpose of casting votes in the Presidential Primary Officers for the election of candidates of political parties for the following office:

ORDENO: Que las reuniones de los votantes calificados de la Ciudad de Salem se celebren en los varios recintos electorales de la Ciudad en los lugares de votacion designados a continuacion el martes 3 de marzo de 2024, con el proposito de emitir votos en las primarias presidenciales para los candidatos de los partidos politicos para los siguientes cargos:

PRESIDENTIAL PREFERENCE.... FOR THIS COMMONWEALTH  
PREFERENCIA PRESIDENCIAL.... POR ESTA MANCOMUNIDAD

STATE COMMITTEE MAN.....SECOND ESSEX DISTRICT  
COMISIONADO ESTATAL.....DISTRITO SEGUNDO DE ESSEX

STATE COMMITTEE WOMAN.....SECOND ESSEX DISTRICT  
COMISIONDA ESTATAL.....DISTRITO SEGUNDO DE ESSEX

WARD COMMITTEE.....CITY OF SALEM  
COMITE DISTRITAL.....CIUDAD DE SALEM

AND BE IT FURTHER ORDERED: That the following places be and hereby are designated as polling places for said meetings:

Y SE ORDENE ADEMÁS: Que los siguientes lugares sean y por la presente sean designados como lugares de votación para dichas reuniones:

**WARD ONE / DISTRITO UNO**

PRECINCT 1                      Bentley Academy, 25 Memorial Drive  
RECINTO 1                      Gimnasio, Escuela Bentley Academy, 25 Memorial Drive

PRECINCT 2                      Community Room, 135 Lafayette Street  
RECINTO 2                      Sala Comunitaria, 135 Lafayette Street

**WARD TWO / DISTRITO DOS**

PRECINCT 1 & 2                      Community Life Center, 401 Bridge Street  
RECINTO 1 & 2                      Centro De Vida Comunitaria, 401 Bridge Street

**WARD THREE / DISTRITO TRES**

PRECINCT 1 & 2                      Salem High School Auditorium, 77 Willson Street  
RECINTO 1 & 2                      Auditorio, Salem High School, 77 Willson Street

**WARD FOUR / DISTRITO CUATRO**

PRECINCT 1 & 2                      Witchcraft Heights School Gymnasium, 1 Frederick Street  
RECINTO 1 & 2                      Gimnasio, Escuela Witchcraft Heights, 1 Frederick Street

**WARD FIVE / DISTRITO CINCO**

PRECINCT 1 & 2                      Saltonstall School Auditorium, 211 Lafayette Street  
RECINTO 1 & 2                      Auditorio, Escuela Saltonstall School, 211 Lafayette Street

**WARD SIX / DISTRITO SEIS**

PRECINCT 1 & 2                      Bates School Gymnasium, 53 Liberty Hill Avenue  
RECINTO 1 & 2                      Gimnasio, Escuela Bates School, 53 Liberty Hill Avenue

**WARD SEVEN / DISTRITO SIETE**

PRECINCT 1 & 2  
RECINTO 1 & 2

Salem State Enterprise Center, 121 Loring Avenue  
Salem State Enterprise Center, 121 Loring Avenue

AND BE IT FURTHER ORDERED: That the polls at said meetings be opened at 7:00 a.m. and closed at 8:00 p.m. and that the City Clerk be instructed to post this notice as required by law.

Y SE ORDENE ADEMÁS: Que las urnas en dichas reuniones se abran a las 7:00 a.m. y se cierren a las 8:00 p.m. y que se instruya a la Secretaria de la Municipal para que publique este aviso como lo exige la ley.

Given under our hands this 8<sup>th</sup> day of February, 2024.  
Dado en nuestras manos el día 8 de febrero de 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

City Council, City of Salem  
ayuntamiento, ciudad de salem