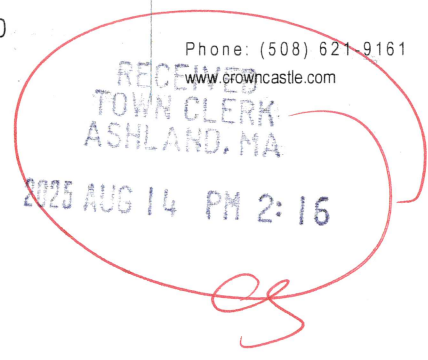




1800 W Park Dr rSuite 200  
Westborough, MA 01581



August 14, 2025

MA - TOWN OF ASHLAND  
PLANNING DEPARTMENT  
101 MAIN STREET, 2ND FLOOR  
ASHLAND, MA 01721

\*\*\*\*\*NOTICE OF ELIGIBLE FACILITIES REQUEST\*\*\*\*\*

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409  
Site Address: 117 Oregon Rd, Ashland, Middlesex County, MA 01721  
Crown Site Number: 822710 / Crown Site Name: BN510/Oregon Club  
Customer Site Number: 4BN0510A / Application Number: 657779

On behalf of T-Mobile Northeast LLC (“T-Mobile” or “Applicant”), Crown Castle USA Inc. (“Crown Castle”) is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant’s equipment as an eligible facilities request for a minor modification under Section 6409<sup>1</sup> and the rules of the Federal Communications Commission (“FCC”).<sup>2</sup>

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.<sup>3</sup> Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law<sup>4</sup>. Please note that with the submission of this letter and enclosed items, the thirty and sixty-day review periods have started. **Based on the date of this filing, the deadline for written notice of incomplete application is September 13, 2025, and the deadline for issuance of approval is October 13, 2025.**

<sup>1</sup> Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6409 (2012) (codified at 47 U.S.C. § 1455).  
<sup>2</sup> *Acceleration of Broadband Deployment by Improving Wireless Facility Siting Policies*, 29 FCC Rcd. 12865 (2014) (codified at 47 CFR § 1.6100); and *Implementation of State & Local Governments’ Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250 (June 10, 2020).  
<sup>3</sup> See 47 CFR § 1.6100 (c)(3). <sup>4</sup> See 2020 Upgrade Order at paragraph 16.



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Phone: (508) 621-9161  
www.crowncastle.com

The proposed scope of work for this project includes:

Add or replace antennas, ancillary equipment and ground equipment as per plans for an existing carrier on an existing wireless communication facility.

At the end of this letter is a checklist outlining the applicable substantial change criteria under Section 6409. Additionally, the following items are included in support of this request:

- Special Permit Modification Application & Findings of Fact
- Filing Fee check #3090960 for \$400
- Certified Abutter List
- Construction Drawings
- Structural Analysis
- Radio Frequency Emissions Analysis Report

As these documents indicate, (i) the modification involves the collocation, removal or replacement of transmission equipment; and (ii) such modification will not substantially change the physical dimensions of such tower or base station. As such, it is an “eligible facilities request” as defined in the FCC’s rules to which the 60-day deadline for approval applies. Accordingly, Applicant requests all authorization necessary for this proposed minor modification under Section 6409.

Our goal is to work with you to obtain approvals earlier than the deadline. We will respond promptly to any request for related information you may have in connection with this request. Please let us know how we can work with you to expedite the approval process. We look forward to working with you on this important project, which will improve wireless telecommunication services in your community using collocation on existing infrastructure. If you have any questions, please do not hesitate to contact me.

Regards,

*Domenica Tatasciore*

Domenica Tatasciore  
Permitting Specialist, Tower Services  
Crown Castle, Agent for T-Mobile  
(508) 621-9161  
Domenica.Tatasciore@crowncastle.com



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**Section 6409 Substantial Change Checklist for  
Towers Outside of the Public Right of Way**

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100.

**Criteria for Towers Outside of the Public Rights of Way**

YES/NO <b>NO</b>	Does the modification increase the height of the tower by more than the greater of: (a) 10%; or (b) the height of an additional antenna array plus separation of up to 20 feet from the top of the nearest existing antenna?
YES/NO <b>NO</b>	Does the modification add an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater?
YES/NO <b>NO</b>	Does the modification involve the installation of more than the standard number of new equipment cabinets for the technology involved or add more than four new equipment cabinets?
YES/NO <b>NO</b>	Does the modification entail any excavation or deployment outside the current site by more than 30 feet in any direction, not including any access or utility easements?
YES/NO <b>NO</b>	Does the modification defeat the concealment elements of the eligible support structure?
YES/NO <b>NO</b>	Does the modification violate conditions associated with the siting approval for the tower or base station other than as specified in 47 C.F.R. § 1.6100(c)(7)(i) – (iv)?

If all questions in the above section are answered “NO,” then the modification does not constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.



Town of Ashland  
 Planning Department  
 101 Main St.  
 Ashland, MA 01721  
 508.881.0101  
 Ashlandmass.com/193/Planning

## Application for Planning Board Approval/Permit

Note: Application must be complete, with a certified plot plan and all application fees to be accepted.

**Property Information:**

Street Address: 117 Oregon Road

Zoning District: Res A Overlay District: \_\_\_\_\_

Assessor's Map: 1 Lot: 38-00-000 Deed Book: 22628 Page: 49

Current Property Owner: John J. Briasco Realty Trust and Catherline R Briasco Realty Trust

**Permit/Approval Sought:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Special Permit (§9.3)                 | <input type="checkbox"/> Scenic Road Permit (Ch. 249 §20)                    |
| <input checked="" type="checkbox"/> Special Permit Amendment/Modification | <input type="checkbox"/> Earth Removal Permit (Ch. 242 §3)                   |
| <input type="checkbox"/> Design Plan Review (§9.6)                        | <input type="checkbox"/> Site Alteration Special Permit (§5.8)               |
| <input type="checkbox"/> Site Plan Review (§9.4)                          | <input type="checkbox"/> Subdivision (Include Subdivision Application form)  |
| <input type="checkbox"/> Site Plan Modification                           | <input checked="" type="checkbox"/> Wireless Communication Facilities (§6.4) |

Use Type:  Residential  Commercial  Industrial  Mixed Use

**Applicant Information:**  Owner  Tenant  Prospective Purchaser/Tenant

Name: T-Mobile Northeast LLC

Address: 15 Commerce Way, Norton, MA 02766

Phone: 508-621-9161 Email: Domenica.Tatasciore@crowncastle.com

Agent's Name: Domenica Tataciore for Crown Castle on behalf of T-Mobile Northeast LLC

Agent's Address: 1800 W. Park Drive, Suite 200, Westborough, MA 01581

Agent's Phone: 508-621-9161 Agent's Email: Domenica.Tatasciore@crowncastle.com

**Additional Information:**

Are all real estate taxes and other assessments to the Town current? Yes  
Is the parcel on a scenic road? No Is the parcel in a flood plain? No  
Is the parcel within 100 feet of a wetland or 200 feet of a river? No  
Is this an amendment to a previously issued Special Permit? (Attach approved permit): Yes  
Date structure(s) built? 2010

**The following requirements are acceptable in Cover Letter or Memo format**

**Description of the Relief Sought:** (attach additional pages if needed)

Pursant to Section 6.4 of the Town of Ashland Zoning bylaws and Section 6409(a) of the Federal Middle Class Tax Relief and Job Creation Act, also referred to as the "Spectrum Act, " T-Mobile Northeast LLC is proposing to remove 6 antennas and install 6 new antennas, ancillary equipment, collar mounts and ground equipment.  
No proposed change to tower height or compound size.

What specific zoning bylaws and/or Special Permit types are relevant to this application?  
Section 6.4 of the Town of Ashland Zoning Bylaws and Section 6409(a) of the Federal Middle Class Tax Relief and Job Creation Act of 2012, also referred to as the "Spectrum Act."

**Benefits of Project:**

The modification will improve network performance, and provide enhanced wireless service and coverage and capacity to the Town of Ashland and the surrounding area.

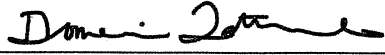
**Existing use and condition of the property and surrounding neighborhood:** (Please list all non-conformities.)

Existing 75-ft wireless facility located on the premises of the Oregon Club and across the road from Biasco Field for youth soccer.

Attach Building Permit Denial letter if applicable.

By signing below, you assert this application is complete and accurate to the best of your knowledge:

**Signatures:**

Applicant/Agent:  Applicant's Name: Domenica Tatasciore on behalf of  
T-Mobile Northeast LLC / Crown Castle

Agent's Relationship to Applicant: Authorized Agent Firm: Crown Castle

Owner: See Attached Lease Agreement Owner's Name: \_\_\_\_\_

Note: If the applicant is not the owner, please have the owner sign above or submit a letter of permission with the application.



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### **In Support of the Special Permit Findings of Fact**

By Domenica Tatasciore, Agent for Crown Castle on behalf of T-Mobile Northeast LLC

RE: Application for Special Permit (*while reserving all rights*) for Modification of a Wireless Communications Facility

Property: 117 Oregon Road, Ashland, MA (the "Property")

Applicant: T-Mobile Northeast LLC by its representative Crown Castle, Agent Domenica Tatasciore

Property Owner: John J Briasco Realty Trust & Catherine Briasco Realty Trust

Dear Honorable Board Members:

I am the Agent for Crown Castle and represent T-Mobile Northeast LLC in connection with an application for a Special Permit, *with all rights reserved*, for T-Mobile Northeast LLC from the Town of Ashland Planning Board (the "Board"). In its application, Applicant seeks permission to modify an existing Wireless Communications Facility ("WCF") located at 117 Oregon Road, as more fully described herein (the "Project"). Pursuant to Section 6.4 of the Town of Ashland Zoning Bylaws, as more fully described herein (the "Bylaws"), the Project falls within the subject matter of, and is consistent with, the spirit, intent and purpose of the said Bylaws.

This application is submitted with full reservation of Applicant's rights including without limitation Section 6409(a) of the federal Middle Class Tax Relief and Job Creation Act of 2012 also referred to as the "Spectrum Act." The Spectrum Act was passed to "advance wireless broadband service" for both public safety and commercial purposes. The modification to the existing WCF satisfies the standards for the modification of an eligible facility under the Spectrum Act.

Applicant holds an interest in the Property by virtue of a Site Lease Agreement with the property owner/tower owner and operator. Applicant is the current holder and operator of a WCF at the Property pursuant to a Special Permit and Variance Decision, filed by the Ashland Zoning Board of Appeals on June 18, 2007 recorded with the Middlesex County District Registry of Deeds in Book 49808, Page 29.

The Property is located in the Residential A (RA) zone. The Board is therefore vested with the authority to grant the permissions sought herein by Section 6.4 et seq. of the Bylaws and Section 6409(a) of the federal Middle Class Tax Relief and Job Creation Act of 2012 also referred to as the "Spectrum Act".

**The Foundation for a Wireless World.**

CrownCastle.com

## I. Background

The Applicant is licensed by the Federal Communications Commission to construct and operate a wireless telecommunications network in various markets throughout the country, including the Commonwealth of Massachusetts and in particular the Town of Ashland. The Applicant, in its design, has established the objective of providing seamless coverage to its customers throughout its coverage area. The radio transmitting and receiving facilities operate on a line of site basis, requiring a clear path from the facility to the user on the ground. This dynamic requires the antennas to be located above the tree line, and in a location where the signal is not obstructed or degraded by other buildings or by topographical features such as hills.

## II. The Project

T-Mobile Northeast LLC currently has equipment at the 61-foot and the 71-foot centerlines of the pole. The Project consists of the following scope of work: At the 61-foot centerline replace three (3) existing antennas with three (3) new antennas; at the 71-foot centerline, replace three (3) existing antennas with three (3) new antennas. Thus, a total of six (6) existing antennas to be replaced with six (6) new antennas. Other tower equipment to include: install two (2) collar mounts; install six (6) Bias Ts; and install six (6) cables. Ground equipment includes the replacement of three (3) cabinets, eight (8) radios, three (3) diplexers and other ancillary equipment at an existing telecommunications facility.

The specifications and locations of equipment associated with the Project and equipment already existing on the Property are more fully described on the plans included with this application.

The Project will comply with all applicable local, state and federal safety codes, including but not limited to all regulations promulgated by the Federal Communications Commission.

## III. Legal Analysis

**6.4.1 Purpose and Intent.** This Section is designed to provide guidance for the installation of new towers, antennas and other communication structures for all types of Wireless Communications Facilities (WCF) within the Town of Ashland or for the replacement, expansion, upgrade or modification of said equipment. The By-Law will establish standards to protect the interests of the general public, provide for public safety, preserve character and property values, and minimize visual and environmental impacts throughout the town as well as adjacent towns and especially on Residential Districts. The Bylaw enables the review and approval of Wireless Communications Facilities by the Town's Planning Board, acting as the Special Permit Granting Authority, in keeping with the Town's existing bylaws and historic development patterns, including the size and spacing of structures and open spaces. This bylaw is intended to be used in conjunction with other regulations adopted by the Town, including historic district regulations, site plan review and other local bylaws designed to preserve the character of the town, preserve quality of life, and other local bylaws designed to preserve the character of the town, preserve quality of life, and encourage appropriate land use, environmental protection, and provision of adequate infrastructure development in Ashland.

#### **6.4.2. District Regulations**

1. New or modified WCFs in Ashland's zoning districts shall require a special permit from the SPGA. These include ground mounts, building (roof or side) mounts, and WCFs mounted on other existing structures. These also include replacement, expansion, upgrade, modification, or significant change in appearance of a WCF such as an extension in height or width, addition of cells, antennae, or panels; upgrade of technology, or a new replacement of a facility. The Applicant shall submit documentation of the legal right, physical need, and structural capacity to install and/ or use the proposed facility mount at the time of application of the special permit.
2. In commercial and industrial zoning districts, WCFs are allowed in all areas, subject to the exceptions listed below.
3. In residential zoning districts, WCFs are not allowed in any areas unless the Applicant can show that the proposed location is necessary to close a significant gap in wireless service AND no feasible alternative, location, or technology exists, subject to the exceptions listed below.

***The Applicant was previously granted a Special Permit and Variance to install a new tower with antennas and ground equipment at the existing site. The proposed equipment modifications are a continuation of this operation and are intrinsic to the Applicant's ability to provide necessary communications services. The Applicant further respectfully submits the proposed modifications satisfy the standards for an eligible facility request pursuant to 47 U.S.C. §1455 and 47 C.F.R. §1.6100.***

4. Under no conditions will the SPGA allow a new or modified WCF located:
  - a. Within 300 feet of a residential building in Ashland's residential zoning districts;
  - b. Within 300 feet of a building in Ashland licensed by the Massachusetts Department of Elementary and Secondary Education to educate persons under the age of 18; and
  - c. On land for which there is a permanent conservation restriction as authorized under Sections 31-33 of Chapter 184 of the General Laws of Massachusetts OR there are active/ fixed recreational activities including but not limited to playgrounds, ball fields, and tennis courts.

***The Wireless Telecommunications Facility is an existing and permitted use.***

5. Notwithstanding any of these regulations, the Town encourages co-location on existing structures, including but not limited to existing WCFs, buildings, water towers, utility poles and towers, and related facilities, provided such installations preserve the character and integrity of those structures. Applicants are urged to consider use of existing telephone and electric utility structure.

***The subject application conforms to the stated intent to utilize existing structures and WCFs by modifying an existing facility on an existing telecommunications tower.***

6. WCFs on existing structures shall:
  - a. Not extend the height of the existing structure unless the structure meets all requirements of this Bylaw;

***The proposed modifications will not extend above the height of the existing telecommunication tower.***

- b. not project above the existing structure by more than ten feet;

*The proposed modifications will not extend above the height of the existing telecommunications tower.*

- c. be finished in a manner designed to be aesthetically consistent with the exterior finish of the structure;

*The proposed equipment is compatible with the existing previously permitted equipment.*

- d. be mounted so that it does not obscure any window or other exterior architectural feature; and

*This provision is not applicable in the case of the existing telecommunications tower.*

- e. not exceed fifty (50) square feet of front surface facing surrounding streets and adjacent properties, individually or in aggregate. In reviewing an application, the SPGA may increase this surface if it finds that a substantially better design will result from such increase. In making such a finding the SPGA shall consider both the visual and safety impacts of the proposed use.

*The proposed modifications comply with this provision. The Applicant further respectfully submits the proposed modifications satisfy the standards for an eligible facility request pursuant to 47 U.S.C. §1455 and 47 C.F.R. §1.6100.*

7. WCFs in new locations shall:

- a. be allowed only if the Applicant has definitively demonstrated that there are no feasible existing structures upon which to locate;
- b. be camouflaged to the greatest extent possible, including but not limited to the use of compatible building materials and colors, screening, and landscaping; and
- c. include a "fall zone" equal to 150% of the height of the facility/ mount, including any antennae or other appurtenances. Within this fall zone there shall be no habitable structure and the Applicant shall demonstrate control of the land (via lease or ownership) to prohibit future habitable construction. In reviewing an application the SPGA may reduce the required fall zone by as much as 50% of the required distance if it finds that a substantially better design will result from such reduction. In making such a finding the SPGA shall consider both the visual and safety impacts of the proposed use.

*Paragraphs 7 (a, b, c) do not apply as the modifications will not be located on a new structure.*

8. All WCFs shall:

- a. be no higher than ten feet above the average height AGL of buildings, tree canopy, or other structures within 300 feet OR, if on an existing structure, ten feet above the height of the existing structure, whichever is higher;
- b. be no higher than ten feet above the height limit of the zoning district within which the WCF is located, unless the WCF is completely camouflaged such as within a flagpole, steeple, chimney, or similar structure, and

- c. meet the setback requirements of the underlying zoning district.

*The Applicant believes that since the proposed equipment will not extend above the height of the existing telecommunications tower structure, it will be in compliance with height requirements. Similarly, the proposed modifications do not alter the existing ground footprint of the WCF and this will not impact existing setbacks. The Applicant further respectfully submits the proposed modifications satisfy the standards for an eligible facility request pursuant to 47 U.S.C. §1455 and 47 C.F.R. §1.6100.*

**6.4.3 Special Permit Regulations.** All Wireless Communications Facilities shall comply with the Requirements and Performance Standards set forth in this section.

1. The following types of wireless communications facilities are exempt from the Special Permit requirement of this bylaw and may be constructed, erected, installed, placed and/or used within the Town subject to the issuance of a building permit by the Building Commissioner:
  - a. Amateur radio towers used in accordance with the terms of any amateur radio service license issued by the Federal Communications Commission, provided that:
    - i. the tower is not used or licensed for any commercial purpose;
    - ii. the tower must have a cost or replacement value of less than \$10,000.00;
    - iii. if the tower is a free-standing device, such device shall be installed in the rear yard only, outside the setback; and
    - iv. the tower must be removed if the use is discontinued for one (1) year.
  - b. Towers used for the purposes set forth in M.G.L. C. 40, Section 3.
  - c. Satellite dishes less than 1 meter in diameter

*The Applicant agrees that the exemptions provided by Section 6.4.3, Paragraph 1 above do not apply to its proposed equipment modification. Section 6409(a) of P.L. 112-96, as codified at 47 U.S. Code §1455, however, requires permitting authorities to approve most applications administratively for the collocation and modification of wireless equipment in an effort to streamline “the process for siting of a wireless facility by preempting the ability of State and local authorities to delay collocation of, removal of, and replacement of wireless transmission equipment.”*

2. The SPGA shall not grant a Special Permit for lattice towers and similar facilities requiring three (3) or more legs and/or guy wires for support. Only monopoles, with associated antenna and/or panels, are allowed.

*The Applicant submits that this provision does not apply as the subject structure is an existing telecommunication tower, which was previously permitted as a WCF.*

3. Any new free standing towers shall be designed to structurally accommodate the maximum number of foreseeable users (within a ten (10) year period) as technically practicable. The intent of this requirement is to reduce the number of facilities which will be required to be located within the community.

*This provision does not apply as the proposed modifications do not involve a new telecommunications tower structure.*

4. Design Standards

a. Site Design Standards

- i. All wireless communications facilities shall minimize, to the extent feasible, adverse visual effects on the environment, the community and surrounding communities. The SPGA may impose reasonable conditions to ensure this result, including painting, screening and lighting standards.

*The Applicant agrees to reasonable conditions under this section while noting that the modifications are to an existing facility which will not exceed the height of the telecommunications tower structure and will not result in adverse visual effects to the community. The Applicant further respectfully submits the proposed modifications satisfy the standards for an eligible facility request pursuant to 47 U.S.C. §1455 and 47 C.F.R. §1.6100.*

- ii. Access shall be provided to a tower site by a roadway which respects the natural terrain, does not appear as a scar on the landscape and is approved by the SPGA, the SPGA and the Fire Chief to assure emergency access at all times. Consideration shall be given to design which minimizes erosion, construction on unstable soils and steep slopes.

*The existing WCF complies with this requirement. Access will be unaffected by the proposed modifications.*

- iii. There shall be a minimum of one (1) parking space for each WCF to be used in connection with the maintenance of the site, and not to be used for the permanent storage of vehicles or other equipment.

*See comment below.*

- iv. Traffic associated with the tower and accessory facilities and structures shall not adversely affect abutting ways.

*The Applicant will comply with this provision and notes that the subject WCF is unmanned and will remain unmanned subsequent to the proposed equipment modifications. The WCF will not generate traffic in and of itself except for periodic site visits by a technician for routine maintenance. This status will remain unchanged from the existing facility.*

- b. Visibility/Camouflage All WCFs shall be sited in such a manner that the view of the facility from adjacent abutters, residential neighbors and other areas of the Town or Adjacent Towns shall be as limited as possible. All monopoles and dishes shall be painted or otherwise colored so as to blend in with the landscape or the structure on which they are located. A different color scheme shall be used to blend the structure with the landscape below and above the tree or building line.

Satellite dishes and/or antennae shall be situated on or attached to a structure in such a manner that they are screened, preferably not being visible from abutting streets. Free-standing dishes or antennae shall be located on the landscape in such a manner so as to

minimize visibility from abutting streets and residences and to limit the need to remove existing vegetation. All equipment shall be colored, molded and/or installed to blend into the structure and/or the landscape

Wireless Communications Facilities shall be camouflaged as follows:

- i. Camouflage by Existing Buildings or Structures. When a Wireless Communications Facility extends above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front facade in order to limit their impact on the building's silhouette. Wireless Communications Facilities which are side mounted shall blend with the existing building's architecture and shall be painted or shielded with material which is consistent with the design features and materials of the building.

***This provision is inapplicable in that the proposed equipment modification will not extend above the height of the telecommunications tower structure and will not be mounted on a roof. The Applicant further respectfully submits the proposed modifications satisfy the standards for an eligible facility request pursuant to 47 U.S.C. §1455 and 47 C.F.R. §1.6100.***

- ii. Camouflage by Vegetation. If Wireless Communications Facilities are not camouflaged from public viewing areas by existing buildings or structures, they shall be surrounded by buffers of dense tree growth and understory vegetation in all directions to create an effective year-round visual buffer. Ground-mounted Wireless Communications Facilities shall provide a vegetated buffer of sufficient height and depth to effectively screen the facility. Trees and vegetation may be existing on the subject property or installed as part of the proposed facility or a combination of both. Existing on-site vegetation shall be preserved to the maximum extent practicable. The SPGA shall determine the types of trees and plant materials and depth of the needed buffer based on site conditions.

***This provision is inapplicable in that the proposed equipment modification will not affect any changes to the existing fenced ground equipment area.***

- iii. Color. Wireless Communications Facilities which are side-mounted on buildings shall be painted or constructed of materials to match the color of the building material directly behind them. To the extent that any Wireless Communications Facilities extend above the height of the vegetation immediately surrounding it, they shall be painted in a light grey or light blue hue which blends with sky and clouds. The portion of a building-mounted WCF extending above the building shall be painted to blend with sky and clouds.

***This provision is inapplicable in that the proposed equipment modification is mounted on an existing telecommunications tower and not a building.***

- c. Equipment Shelters. Where feasible, the equipment to relay the wireless transmission or to transfer the wireless transmissions to the phone system shall be located inside an existing structure. Otherwise, such equipment shall be located in a new structure in a location where the visual impact to the community and surrounding communities will be minimized. The SPGA may impose conditions on the siting and screening of such structure.

Equipment shelters for Wireless Communications Facilities shall be designed consistent with one of the following design standards:

- i. Equipment shelters shall be located in underground vaults;
- ii. Equipment shelters shall be designed to be consistent with the architectural context, styles and materials, of the surrounding neighborhood as determined by the SPGA.
- iii. Equipment shelters shall be camouflaged behind an effective year-round landscape buffer, equal to the height of the proposed building, and/or wooden fence. The SPGA shall determine the style of fencing and/or landscape buffer that is compatible with the neighborhood.

***The Applicant believes that sub section (c) above is inapplicable as T-Mobile does not utilize an equipment shelter at the site but locates its ground equipment using cabinets on an existing concrete equipment pad. T-Mobile Northeast LLC proposes to continue utilizing replacement equipment cabinets located inside the existing fenced area.***

d. Lighting and Signage:

- i. Wireless Communications Facilities shall be lighted only if required by the Federal Aviation Administration (FAA). Lighting of equipment structures and any other facilities on site shall be shielded from abutting properties. There shall be total cutoff of all light at the property lines of the parcel to be developed, and foot-candle measurements at the property line shall be 0.0 initial foot-candles when measured at grade.

***This provision is not applicable as the WCF is not lighted.***

- ii. There shall be no signs, except for announcement signs, danger signs, "No Trespassing" signs and a required sign giving the telephone number where the owner may be reached on a twenty-four-hour (24-hr.) basis. All signs shall conform with the Town of Ashland Sign Bylaws.

***The Applicant will comply with this provision subject to any lawful requirements by federal and state authority.***

e. Historic Buildings and Districts:

- i. Any Wireless Communications Facilities located on or within an historic structure shall not alter the character-defining features, distinctive construction methods, or original historic materials of the building.
- ii. Any alteration made to an historic structure to accommodate a Wireless Communications Facility shall be fully reversible
- iii. Wireless Communications Facilities within an historic district shall be concealed within or behind existing architectural features or shall be located so that they are not visible from public roads and viewing areas within the district.

***The provisions of this subsection regarding Historic Districts and Buildings do not apply.***

f. Scenic Landscapes and Vistas:

- i. Wireless Communications Facilities shall not be located within open areas that are visible from public roads, recreational areas or residential development. As required in the Camouflage section above, all ground-mounted Wireless Communications Facilities which are not camouflaged by existing buildings or structures shall be surrounded by a buffer of dense tree growth.
- ii. Any Wireless Communications Facility that is located within 300 feet of a scenic vista, scenic landscape, or scenic road as designated by the town shall not exceed the height of vegetation at the proposed location. If the facility is located farther than 300 feet from those elements, the height regulations described elsewhere in this bylaw will apply.

***The Applicant respectfully submits that the subject telecommunication tower facility is not located within a scenic landscape or vista and thus the provision of subsection (f) does not apply.***

- g. Service Utilities. All utilities, which will service the proposed personal wireless service facility, shall be located below ground from the facility's property line.

***The WCF is an existing facility and no new utilities are proposed for the subject site.***

- h. Environmental Standards:

- i. Wireless Communications Facilities shall not be located in wetlands. Locating of wireless facilities in wetland buffer areas shall be avoided whenever possible and disturbance to wetland buffer areas shall be minimized and subject to approval of the Conservation Commission.

***The subject facility is not located within a wetland area.***

- ii. No hazardous waste shall be discharged on the site of any Wireless Communications Facility. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor, designed to contain at least 110% of the volume of the hazardous materials stored or used on the site.
- iii. Stormwater run-off shall be contained on-site. Any WCF or related groundwork shall comply with Chapter 282 sec 9.4 (Site Plan Review) and Chapter 247 Stormwater Management of the Codes of the Town of Ashland.
- iv. Ground-mounted equipment for Wireless Communications Facilities shall not generate noise in excess of 50 db at the property line.
- v. Roof-mounted or side-mounted equipment for Wireless Communications Facilities shall not generate noise in excess of 50 db at ground level at the base of the building closest to the antenna.

***The Applicant respectfully notes that the WCF both as currently existing and subsequent to the installation of the proposed equipment modifications does not and will not produce any hazardous waste or other physical byproducts. Similarly, the existing WCF and post-modification WCF will not produce noise.***

i. Safety Standards:

- i. Radiofrequency Radiation (RFR) Standards. All equipment proposed for a Wireless Communications Facility shall be authorized per the FCC Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (FCC Guidelines), as well as the Massachusetts Department of Public Health standards with respect to emissions from wireless facilities.

*The Applicant complies and will continue to comply in all respects to RF emissions standards as established by the FCC both in general and specifically as under the terms of its license. The Applicant has been advised that the Massachusetts Department of Public Health no longer issues RF compliance letters but defers to established FCC standards.*

- ii. All ground-mounted WCFs shall be surrounded by a security barrier. The security barrier shall be a minimum of eight (8) feet in height. All fencing, walls and gates shall be compatible with the context of the existing neighborhood and community as determined by the SPGA and the Building Inspector.

*The existing telecommunications tower itself is protected by an existing fence. The Applicant will comply with reasonable security provisions applicable to its own installation.*

#### IV. Compliance with Telecommunications Act of 1996

Because the Applicant is applying for zoning approval for the installation of equipment that provides wireless services, the application is subject to §704 of the federal Telecommunications Act of 1996 ("TCA"), codified at 47 U.S.C. §332(c)(7)(B). By way of background, the TCA is a federal law enacted in 1996 whose purpose is "[t]o promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies." To further this purpose, the TCA established national standards that apply to zoning applications for wireless facilities. These standards preempt inconsistent state and local laws, so they must be considered by zoning boards in making decisions on applications for wireless facilities.

On February 22, 2012, President Obama signed into law H.R. 3630, known as the "Middle Class Tax Relief and Job Creation Act of 2012," which then became Public Law 112-96 ("P.L. 112-96"). Section 6409(a) of P.L. 112-96 adds new language to the existing body of laws, regulations, and decisions pertaining to wireless facility zoning.

In an effort to advance Congress' goal of facilitating the rapid deployment of qualified modifications, the Federal Communications Commission adopted rules in 2014 that clarified many of the terms of Section 6409(a). The Commission stated that the purpose of implementing the rules "will serve the public interest by providing guidance to all stakeholders on their rights and responsibilities under the provision, reducing the delays in the review process for wireless infrastructure modifications, and facilitating the rapid deployment of wireless infrastructure, thereby promoting the advanced wireless broadband services."

47 U.S. Code §1455(a) and 47 C.F.R. §1.6100(b) builds on the existing legal framework for wireless facilities by requiring permitting authorities to approve an eligible facilities request in an effort to streamline "the process for siting of a wireless facility by preempting the ability of State and local authorities to delay



1800 W Park Dr rSuite 200  
Westborough, MA 01581

Phone: (508) 621-9161  
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collocation of, removal of, and replacement of wireless transmission equipment." "Collocation" is defined as "the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes." The term "eligible support structure" means any structure that is a "tower" or "base station." The term "eligible facilities request" includes any request for modification of an existing wireless tower or base station that involves— (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

The tower is "eligible support structure" in that it currently exists and "supports and houses" wireless communication equipment that has been reviewed and approved under the Town's zoning bylaws. The proposed replacement of the T-Mobile equipment for the purpose of transmitting and receiving radio frequency signals for communication purposes constitutes a "replacement of transmission equipment" and the proposed addition of equipment is the "collocation of new transmission equipment."

Federal authorities clearly provide that an eligible facilities request must be approved if the installation does not result in a substantial change. The proposed modifications to the existing T-Mobile Northeast LLC facility is an "eligible facilities request."

## V. Conclusion

Applicant respectfully requests the Board to determine that the Applicant has satisfied the requirements for the granting of the requested special permit and to further determine that the proposed Project will not have an adverse effect on the surrounding neighborhood or the Town of Ashland. This conclusion is supported by the particular unique topographical characteristics of the Property and the proposed Project's design and equipment location as detailed above and within the supporting documentation submitted herewith.

The Property is an appropriate location for the installation and operation of the proposed Project and represents the least intrusive and most practical means by which the Applicant can enhance service coverage and capacity by deploying new and replacement. For the foregoing reasons, the Applicant respectfully requests that the honorable Board members grant the requested special permit and/or such other relief as the Board deems necessary to allow the Applicant to install and complete the proposed Project on the Property.

Regards,

Domenica Tatasciore  
Permitting Specialist, Tower Services  
Crown Castle  
(508) 621-9161  
Domenica.Tatasciore@crowncastle.com

July 21, 2025

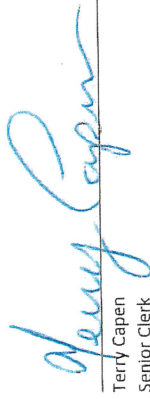
To The Planning Board  
117 Oregon Road

John J. Briasco

Trustee of the John Briasco Realty Trust  
Abutters To Map 1 Parcel 38

PARCEL ID	PARCEL ADDRESS	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY/TOWN	STATE	ZIP
014/001.0-0032-0000.0	0 OREGON RD	SMITH RICHARD E		7 PARTRIDGE TRAIL	BELLINGHAM	MA	02019
014/001.0-0034-0000.0	85 OREGON RD	TORELLI ELEANOR E/TR OREGON ROAD RLTY TR	C/O LAURIE GIORGIO	85 OREGON RD	ASHLAND	MA	01721
014/001.0-0039-0000.0	0 OREGON RD	BRIASCO JOHN J TR JOHN BRIASCO RLTY TR	CATHERINE BRIASCO TR CATHERINE BRIASCO	105 OREGON RD	ASHLAND	MA	01721
014/001.0-0040-0000.0	105 OREGON RD	BRIASCO JOHN J TR JOHN BRIASCO RLTY TR	CATHERINE BRIASCO TR CATHERINE BRIASCO	105 OREGON RD	ASHLAND	MA	01721
014/001.0-0051-0000.0	138 OREGON RD	WILSON TIMOTHY L	JENNIFER M WILSON	138 OREGON RD	ASHLAND	MA	01721
014/001.0-0052-0000.0	130 OREGON RD	WILSON WILLIAM R	ELIZABETH R WILSON	130 OREGON RD	ASHLAND	MA	01721
014/001.0-0053-0000.0	0 OREGON RD	PAULHUS ANDREW E	ERIN PAULHUS	98 OREGON RD	ASHLAND	MA	01721
014/003.0-0142-0000.0	0 OREGON RD	BRIASCO JOHN J & CATHERINE R	TRS JOHN J BRIASCO RLTY TR	105 OREGON RD	ASHLAND	MA	01721
014/003.0-0151-0000.0	4 WILSON CIRCLE	HERMAN JEFFREY T		4 WILSON CIRCLE	ASHLAND	MA	01721
014/003.0-0152-0000.0	8 WILSON CIRCLE	GILL KEVIN JAMES & KELLY MARIE BEFORE	TRUSTEES UNDER THE GILL LIVING TRUST	8 WILSON CIRCLE	ASHLAND	MA	01721

The above reflects the latest information available on our records.

  
Terry Capen  
Senior Clerk

7/21/25  
Date

10 parcels/abutters

Page datalets/datalet.aspx?mode=agriculture not registered

PARID: 0140010003800000  
 BRIASCO JOHN J TR JOHN BRIASCO RLTY TR

MUNICIPALITY: ASHLAND  
 117 OREGON RD

LUC: 326  
 PARCEL YEAR: 2026

Property Information

Property Location: 117 OREGON RD  
 Class: C-COMMERCIAL  
 Use Code (LUC): 326-EATING AND DRINKING ESTABLISHMENTS  
 District: MA014 - ASHLAND  
 Deeded Acres: 2.2900  
 Square Feet: 99,752

Owner

Owner	Co-Owner	City	Address	State	Zip Code	Deed Book/Page
BRIASCO JOHN J TR JOHN BRIASCO RLTY TR	CATHERINE BRIASCO TR CATHERINE BRIASCO	ASHLAND	105 OREGON RD	MA	01721	22628/0049

Sales

Sale Date (D/M/Y)	Book/Page	Sale Price	Grantee:	Grantor:	Cert Doc #
18-11-1992	22628-49	\$1	BRIASCO JOHN J TR JOHN BRIASCO	BRIASCO J J AND C R	

Owner History

1 of 19

Tax Year: 2026  
 Owner: BRIASCO JOHN J TR JOHN BRIASCO RLTY TR  
 Co-Owner: CATHERINE BRIASCO TR CATHERINE BRIASCO  
 Sale Care Of:  
 State: MA  
 City: ASHLAND  
 Address: 105 OREGON RD  
 Zip Code: 01721  
 Deed Book/Page: 22628/0049

Land

Land Line #	Land Type	Land Code	Class	Square Feet	Acres	Suppressed	CH61B %	Infl %	Infl Reason	Infl 2 %	Infl 2 Reason	Base Rate	Chap Market Value	Assessed Value
1	S-SQUARE FOOT	P-PRIMARY	326-EATING AND DRINKING ESTABLISHMENTS	30,000	.69	N						12	346,500	
2	A-ACREAGE	R-RESIDUAL	326-EATING AND DRINKING ESTABLISHMENTS	69,696	1.60	N						32,000	38,336	
Total:													0	384,836



1800 W Park Dr rSuite 200  
Westborough, MA 01581

Phone: (508) 621-9161  
www.crowncastle.com

**Crown Castle Letter of Authorization**

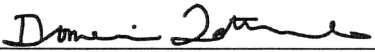
MA - TOWN OF ASHLAND  
Planning Department  
101 MAIN STREET, 2ND FLOOR  
ASHLAND, MA 01721

**Re: Application for Zoning/Building Permit**  
**Crown Castle telecommunications site at: 117 OREGON RD, ASHLAND, MA 01721**

T-MOBILE USA TOWER LLC ("Crown Castle") hereby authorizes T-MOBILE, including their Agent, to act as our Agent in the processing of all zoning applications, building permits and approvals through the MA - TOWN OF ASHLAND for the existing wireless communications site described below:

**Crown Site ID/Name: 822710/BN510/Oregon Club**  
**Customer Site ID: 4BN0510A/BN510/Oregon Club**  
**Site Address: 117 Oregon Rd, Ashland, MA 01721**  
**APN: ASHL-014001-000038**

Crown Castle

By:  Date: 07/24/25  
Domenica Tatasciore  
Permitting Specialist

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between John J. Briasco Realty Trust u/d/t dated October 15, 1992, a Massachusetts trust and Catherine R. Briasco Realty Trust u/d/t dated October 15, 1992, a Massachusetts trust ("Landlord") and Omnipoint Communications, Inc., a Delaware corporation ("Tenant").

### 1. Option to Lease.

(a) In consideration of the payment of [REDACTED] by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). Provided that Tenant is actively pursuing the "Governmental Approvals" (as defined below) the Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of [REDACTED] at any time prior to the end of the first Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property and which are consistent with the use of the property for the placement of Antenna Facilities (as defined below). During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 117 Oregon Road, Ashland, MA 01721, comprises approximately 1600 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, [REDACTED] per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

Site Number: 4BN0510A  
Site Name: Oregon Club  
Market: New England

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Version 1.10.05

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Subject to all permits and approvals from all governmental agencies having jurisdiction thereover, Tenant may lease or license space on the support structure forming a part of the Antenna Facilities and within its Premises to a third party for installation of transmission, receiving or other types of equipment or facilities, whether similar or dissimilar to Tenant's installation, on such terms and conditions as Tenant in its sole discretion, desires (a "Third Party Lease"); provided, however, that, so long as Landlord has not entered into a separate agreement with the Third Party, Landlord shall receive as additional rent under this Agreement, [REDACTED] of all rental (net of all costs incurred by Tenant as a result of or in connection with such Third Party Lease) actually received by Tenant pursuant to the Third Party Lease (the "Collocation Fee").

5. Renewal. Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by [REDACTED] of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that hold over rent shall be [REDACTED] of the then current rent.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, subject to Landlord's rights to reasonably lease or license areas of the Property, including areas over which Tenant may also hold non-exclusive easement rights, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, and including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Following the execution of this Lease, and at least seven (7) days prior to the commencement of its construction, Tenant shall submit to Landlord plans and specifications (the "Plans") for the installation showing the size, height and appearance of the component parts of the installation. Landlord shall have the right to approve the Plans in writing, provided that such approval shall not be unreasonably withheld or delayed. Landlord's approval must be given or denied within fourteen (14) days after submission thereof by Tenant. Failure of Landlord to approve or object to the Plans within said fourteen (14) day period shall be deemed an approval. In the event Landlord objects to the Plans within said fourteen (14) day period, Landlord's objections shall be clearly stated in writing and given in accordance with Paragraph 12. The Plans which are the subject of this provision may be delivered to Landlord in hand, the receipt of which must be acknowledged in writing or in accordance with Paragraph 12. The Plans which are the subject of this provision are not those plans or specifications which were provided to Landlord prior to the execution of this Lease or which are attached hereto as an Exhibit. If Landlord objects to the Plans, Tenant shall have the right either to (a) resubmit the Plans in accordance with the same approval process as stated above, or (b) terminate this Agreement, whereupon the parties shall have no further obligations or liabilities to each other. Tenant may resubmit the Plans for approval by Landlord as many additional times as Tenant desires. In the event of any conflict between the

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terms and conditions of this Lease (including the exhibits hereto) and the Plans which have been approved by Landlord, then, as to any aesthetic aspects of Tenant's Work so approved (e.g., colors and other decorative features), such approved plans shall prevail. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities. Provided that Tenant receives all necessary Governmental Approvals, Tenant shall install a suitable chain link fence as part of the construction of the Antenna Facility.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant, subject to the approval of such servicing utility company. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant non-exclusive easements, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the edge of the gravel lot as presently utilized by Landlord in connection with the operation of the restaurant in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant. To allow for Tenant's sole use and access of the Premises, Tenant shall install and maintain the access roadway from the edge of the gravel lot to the Premises.

(h) Within sixty (60) days of the expiration or earlier termination of this Lease Agreement, Tenant agrees to remove its equipment, repair any damage to the Premises caused by Tenant, and restore the Premises to substantially the same condition as it was in on the Commencement Date, ordinary wear and tear and damage from the elements and casualty beyond Tenant's control, excepted.

(i) Tenant agrees to accommodate Landlord's reasonable concerns regarding disturbances to Landlord's ordinary use of the Property and specifically acknowledges that certain buildings and parking areas presently situated on the Property are used, and will continue to be used, as and for a restaurant and that a portion of the Property is used, and will continue to be used as a landscape contractors yard. Tenant acknowledges that said uses are reasonable and shall not be deemed as interfering with Tenant's uses of the Property provided for herein. Tenant agrees to undertake construction of the Antenna Facilities and necessary easements in a manner so as to not unreasonably interfere with the current use of

the Property. Tenant shall not park nor store construction equipment or materials in the existing parking area during normal restaurant business hours. Tenant shall not interfere with the delivery of goods to the restaurant or access to the landscape yard. Tenant shall restore all areas of the Property disturbed during construction promptly upon the completion of construction to substantially the same condition as it was in on the Commencement Date, normal wear, tear and insured casualty excepted.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant, given at any time following the expiration of the Initial Term, if Tenant determines that the Property, the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons, provided Tenant pays Landlord a termination fee equal to three (3) months of the then current rent as liquidated damages;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged and such damage and/ or destruction was the result of the negligence or willful misconduct of Landlord, or Landlord's employees, agents, contractors, licensees, tenants and/or subtenants, so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, any increase in real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or

Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

**11. Insurance and Subrogation and Indemnification.**

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage 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.

(c) Subject to the property insurance waiver set forth in Section 11(b) above, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

**12. Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant, to:**

Omnipoint Communications, Inc.  
Attn: Property Management  
4 Sylvan Way  
Parsippany, NJ 07054

**With a copy to:**

T-Mobile USA, Inc.  
Attn: PCS Lease Administrator  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

With a copy to: Attn: Legal Dept.

**If to Landlord, to:**

John J. and Catherine R. Briasco  
105 Oregon Road  
Ashland, MA 01721

**With a copy to:**

Angelo P. Catanzaro, Esquire  
Catanzaro and Allen  
100 Waverly Street  
Ashland, MA 01721

*JJB*

*CPB*

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord to any person or business entity which: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; or (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

JJB

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

J J B

CCB

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

**LANDLORD: JOHN J. BRIASCO REALTY TRUST**

By: John J. Briasco  
Printed Name: John J. Briasco  
Its: Trustee, John J. Briasco Realty Trust  
Date: November 2, 2006

**LANDLORD: CATHERINE R. BRIASCO REALTY TRUST**

By: Catherine R. Briasco  
Printed Name: Catherine R. Briasco  
Its: Trustee, Catherine R. Briasco Realty Trust  
Date: November 2, 2006

**TENANT: OMNIPOINT COMMUNICATIONS, INC.**

By: Anne Patrick  
Printed Name: Anne Patrick  
Its: Area Director  
Date: 11/30/06

JJB

CRB

KY

COMMONWEALTH OF MASSACHUSETTS  
ASHLAND ZONING BOARD OF APPEALS  
HEARING NUMBER: 06-13

ASHLAND, MA.  
2007 JUN 19 PM 2:33

- John J. Briasco Realty Trust tmw
- I. **APPLICANT:** The applicant in this matter is Omnipoint Communications, Inc., a wholly owned subsidiary of T-Mobile USA, Inc.
  - II. **APPLICATION:** The applicant is applying for relief under Section 282-9.B(2) and 282-46.D95) and 8=282-46.B of the Zoning Code, Town of Ashland to permit the installation, operation, and maintenance of a wireless communications facility.
  - III. **THE LOCUS:** The locus which is the subject of this application is located at 117 Oregon Road, which is in a Residential A zoning district and is shown on the Assessor's Atlas as Sheet 1, Block B, Lot 7.
  - IV. **THE HEARING:** The hearing was held in the Town Hall Meeting Room on Monday, November 20, 2006, commencing at 7:15 pm and was continued multiple times, and closed on June 4, 2007("Hearing"). Notice of the Hearing was given to all persons deemed affected as shown on the latest tax rolls of the Town and twice by publication in "The Metrowest Daily News", a newspaper of general circulation in the Town. The Board of Selectmen, Town Manager, Inspector of Buildings, Planning Board, Conservation Commission, Board of Health and Board of Assessors were also notified. Sitting on the hearing were Tara Illiano, Jim Hanna and Randy Gruber.

The applicant, represented by Brian Grossman, Esq., of Prince, Lobel, Glovsky & Tye, LLP, presented the facts and legal arguments in support of the grant of a use variance to install, operate and maintain a wireless communication tower in a residential A zoning district, as well as to permit a dimensional variance from the required setback from a property line of the height of the tower (75 feet), plus ten feet. The proposed pole would be located 25 feet to an adjacent property also owned by the owner of the subject property. The property across the street from the subject lot is also in common ownership.

With respect to the use variance, Attorney Grossman emphasized the unique situation at hand. First, the subject property is already used non-residential purposes. The applicant provided radio frequency analysis and other supporting documentation, evidencing that there is no alternative site suitable to remedy the significant gap in coverage. Peer review supported the evidence. With respect to the dimensional variance, Attorney Grossman explained that the tower meets all other setbacks other than the setback for the property line in common ownership. He further argued that due to the location of wetlands on the subject lot, there is no feasible location on the lot that would comply with the setback to property line requirement. The selected spot minimizes the need to remove existing vegetation and preserves property line setbacks for lots not in common ownership.

The Applicant argued that the requirements for a variance were present. The Applicant argued further, however, that even if the Board did not so find, that the Telecommunications Act of 1996, and Massachusetts case law thereunder, does not permit the denial of a variance if in doing so it would prohibit wireless services.

- V. **DELIBERATIONS:** The decision intent in this matter is based upon testimony and evidence brought forth at the Hearing, the ZBA Hearing Minutes, Terms of the Zoning Code (the "Code"), Town of Ashland and a viewing of the locus, all of which are incorporated by reference.



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Page: 1 of 4 07/20/2007 10:26 AM

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As required by the Code, the ZBA may only grant a variance if it finds that all of the following requirements have been met: (1) a literal enforcement of the provisions of this chapter would involve a substantial hardship, financial or otherwise, to the petitioner; (2) the hardship *is owing to* circumstances related to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures, but not affecting generally the zoning district in which it is located; and (3) desirable relief may be granted without either substantial detriment to the public good or nullifying or substantially derogating from the intent or purpose of this chapter. Generally speaking, it is much more difficult to meet the requirements for a variance than for a special permit. It is well settled that variances are to be issued only if all of the pre-requisites (listed above) are met. In this case, the Telecommunications Act of 1996 applies to the Board's decision as well.

Under its FCC license, the applicant is required to provide reliable wireless communications service to its population. Therefore, the substantial hardship is the significant gap in coverage existing on the geographic areas depicted in the coverage maps that are part of the hearing record. The Applicant argued that a literal enforcement of the by-law would prohibit the Applicant from eliminating a significant gap in coverage.

While the hardship may be related to the soil conditions (wetlands) with respect to the dimensional variance, the hardship with respect to the use variance is not caused by the shape, topography or soil conditions of the subject lot. Despite the failure to meet the requirements for a variance, the Board is persuaded that in this particular case, under the applicable federal law noted above, and the relevant Massachusetts case law relating to this law, the denial of the variances requested would be an effective prohibition on the Applicant (prohibiting the elimination of the significant gap in coverage), in contravention of that law.

The Town has established zoning districts appropriate for wireless towers. While none of those locations are viable to remedy the significant gap in coverage at issue here, the Board is conscious of the message of this decision, and in no way intends to signal that it embraces or endorses the placement of wireless towers in residential districts. The Board remains concerned that the grant of a variance in this case could lead to more requests for wireless tower installation in residential zoning districts. In light of this concern, the Board wishes to emphasize that this decision is unique to the property and facts in this record, and the same result would not necessarily prevail for other residential lots. In particular, the fact that the lot in question is already used for a non-residential use (The Oregon Club), and the fact that the adjacent lots affected by the setback requirements are in common ownership are very significant, are central to the decision. Moreover, the fact that this will be an unmanned station, will create a negligible impact on traffic, has battery back up, does not generate heat, light, smoke, and does not require additional town resources such as trash, water or sewer service, the existence of the tower would not substantially derogate from the neighborhood in this case. To the contrary, the tower will assist all surrounding residents and visitors, regardless of the cell service carrier, with emergency services through the e911 system.

- VI. **VOTE:** Therefore, it was Duly voted to Approve the subject variance.  
Tara Illiano, Chairman, Voting to Approve with conditions.  
Randy Gruber, Member & Clerk, Voting to Approve with conditions.  
Jim Hanna, Associate Member, Voting to Approve with conditions.

- VII. **CONDITIONS:** (1) Applicant must plan for and include the potential for co-location that would include 3 antennae; (2) Applicant must provide a bond for potential deconstruction (the removal bond) in an amount reasonably satisfactory to the Planning Department of the Town, but in no event less than the amount of \$33,650.00, the amount depicted on

the estimated removal costs provided by Applicant through a memo dated December 3, 2006 from the Adams Engineering Group; and (3) Applicant will solicit and receive from the Town the requirements for repeaters for use by Town emergency services, and subsequently determine the feasibility of such requirements before obtaining the proper building permits.

SIGNATURE PAGE TO FOLLOW

DATE: June 18, 2007 ASHLAND ZONING BOARD OF APPEALS

By: Jaraj Allard  
[Signature]  
James G. [Signature]

Filed with Town Clerk on: June 19, 2007  
Date: Tara M. Ward, Ashland Town Clerk  
Tara Ward, Town Clerk

APPEALS MAY BE MADE PURSUANT TO SECTION 17, CHAPTER 40A, M.G.L. IF NO APPEAL IS MADE WITHIN TWENTY DAYS OF THE DATE OF FILING OF THIS DECISION WITH TOWN CLERK, THE FOLLOWING SHALL BE EXECUTED BY TOWN CLERK:

I HEREBY CERTIFY THAT TWENTY DAYS HAVE ELAPSED FROM THE DATE THIS DECISION WAS FILED IN THE TOWN CLERK'S OFFICE AND THAT NO APPEAL HAS BEEN FILED.

DATE: July 17, 2007 Cheryl A Yancey  
Tara Ward, Town Clerk  
Cheryl Yancey / Asst.

\*\*\*NOTICE\*\*\*

The Grantee must see to the filing and indexing of this decision and certification in the Registry of Deeds as set forth in Chapter 40A, Section 11, M.G.L. This grant shall not be in effect until proof of filing is shown and filed with the Inspector of Buildings and the Zoning Board of Appeals.

Eugene C. Burns  
Attest Middlesex S. Register.