

VERIZON/CITY OF BOSTON MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Permitting MOU") sets forth, in part, the mutual understandings and agreements between the City of Boston (the "City") and Verizon New England, Inc., its subsidiaries and affiliates ("Verizon") with respect to certain proposed telecommunications projects and collaborative efforts designed to bring to the City of Boston advanced technologies and services.

Specifically, Verizon intends to upgrade its existing wireline telecommunications network consistent with its existing legal authority under Title II of the Communications Act ("Title II"), by, among other things, deploying an advanced all fiber-optic network in the City (the "Fiber Network") capable of providing up to 1G (or more) broadband services, as well as other innovative telecommunications, information and video services. In recognition of the foregoing, the City intends, within its lawful authority and on a competitively-neutral and non-discriminatory basis, to encourage and facilitate the deployment of such advanced services in the City consistent with the terms set forth in this Permitting MOU.

1. Term: The Term of this Permitting MOU shall be seven (7) years from the date of execution hereof, unless terminated earlier pursuant to Section 5 hereof.

2. Verizon Commitments and Objectives:

2.1 *Leading Technology Infrastructure, Services, and Investment:* As set forth immediately below, Verizon intends to deploy a leading technology fiber-optic network in the City which will provide Boston residents with access to advanced communications services, potentially including cable television service, provided that Verizon shall have a valid cable television license in place as a precondition to offering cable television services to City residents and businesses.

2.2 *Network Deployment:* Verizon intends to incrementally deploy an advanced fiber-optic network (the "Fiber Network") in certain distinct, designated, geographic areas of the City (such areas are referred to as the "Fiber Zones"). The areas, order, and timing to and by which Verizon deploys the Fiber Network to any Fiber Zone or portion thereof shall be in Verizon's sole discretion, consistent with Verizon's existing Title II authority to design and construct its Fiber Network in its discretion, but Verizon shall consult in good faith with designated City officials in exercising that discretion and will consider in good faith any suggestions offered by said City officials. Such consultations with the City shall occur at least annually and more frequently, if necessary and reasonably requested by the City or Verizon.

2.3 *911 and 311 Functionality:* During the deployment of Verizon's Fiber Network, Verizon will ensure that the ability of City residents and businesses to dial directly the City's 911 and 311 call centers from their landline telephones shall be functionally

equivalent to Verizon's existing 911 and 311 service in the City, irrespective of the originating wirecenter and in accordance with applicable laws.

- 2.4 *Municipal Duct:* During the construction of any Fiber Zone, Verizon shall restore any existing municipal duct conduit that is damaged as a result of construction or deployment of the Fiber Network.
- 2.5 *Verizon Single Point of Contact:* Within sixty (60) days of the execution of this Permitting MOU, Verizon shall designate a specific employee to serve as the "single point of contact" with the City for Fiber Network project matters, which designee shall be reasonably available and promptly responsive to status inquiries and questions concerning Verizon permit applications and shall serve as an ombudsman to assist the City in identifying and resolving constituent concerns related to work associated with the project.

3. City Commitments and Objectives:

- 3.1 *Efficient Permitting, Inspections, and Reviews:* In furtherance of the City's objective of promoting the efficient deployment by Verizon of the facilities and services described above, Verizon and the City shall work cooperatively to identify and, where feasible, implement lawful and competitively neutral procedures and processes that will facilitate the expeditious review and consideration of permit applications and other required approvals. Such procedures shall, at a minimum, include that which is set forth below.
- 3.2 *Expeditious Permitting:* The City shall provide expeditious processing of any required permits and efficient inspections of the Fiber Network. To the extent possible, within its legal authority, the City shall streamline the current review and approval process under the Public Improvement Commission (the "PIC") such that all required agency reviews under the PIC for grants of location are conducted on a timely basis.
- 3.3 *New Fee Moratorium:* The City will not impose additional fees or charges on Verizon with respect to its deployment, operation and maintenance of its Fiber Network, except: (i) as may be set forth in any cable television license between Verizon and the City which may be agreed upon, in accordance with applicable law; and (ii) those lawful fees and charges that the City is currently imposing upon Verizon with respect to its existing network, such as time, place, and manner fees, provided that the City shall not increase the amount, scope or rates of any such fees during the term of this Permitting MOU. Notwithstanding the foregoing, Verizon acknowledges that street and sidewalk restoration fees and the parking meter portion of street occupancy fees are inherently variable, provided, however, that the City acknowledges that the methodology by which the City determines those fees shall be consistent with past practice. Verizon further acknowledges that this Section 3.3 has no application to police detail fees or bonds or other security that the City may require.

- 3.4 *Clerk of the Works:* The City shall designate a specific Clerk of the Works to serve as the “single point of contact” for Fiber Network project matters, including, but not limited to permit applications and field inspections, which designee shall be reasonably available and promptly responsive to status inquiries and escalations concerning the project contemplated herein.
- 3.5 *Dedicated City Staff for Review and Inspections of Verizon Applications:* In order to avoid unnecessary delay in deployment and to make the most efficient use of City resources, the City shall assign and designate specific staff members, which shall include the Clerk of the Works, with exclusive responsibility for both the review of Verizon permit applications with respect to the Fiber Network and site inspections. Such dedicated staff shall provide expeditious reviews of all Verizon applications and sites and promptly respond to requests for status updates or other inquiries from Verizon.
- 3.6 *Consolidated Fiber Zone Project Reviews:* In the interest of efficient deployment, operation, and maintenance of the Fiber Network, Verizon shall submit, and the City shall review and determine, Verizon’s permitting applications on a consolidated Fiber Zone, neighborhood, or community basis, as may be submitted by Verizon, within five (5) business days of electronic submission of a fully complete application submission, which shall consist of a clear statement of the specific Fiber Zone project name (“Project Name”), COBUCS input of the location of each proposed street opening, a complete permit card for each such opening, a traffic management plan consistent with the parties’ past practices, and a spreadsheet identifying all such openings covered by the submission. The parties understand that the intent of this provision is to ensure the prompt and simultaneous submission, review, and consideration of related projects and to obviate the need for multiple applications or staggered review processes which could lead to unnecessary delays. For purposes of clarification, nothing in this Section 3.6 relieves Verizon of the necessity of obtaining prior PIC approval, where required, prior to submitting a permit application submission.
- 3.7 *Administrative Permitting Fee:* In accordance with the terms of this Section 3.7, Verizon shall pay to the City an administrative permitting fee (the “Verizon Admin Fee”) which shall pay for the actual costs incurred by the City exclusively in connection with the City’s expedited review, inspection and approval processes as specifically related to the deployment, operation, and maintenance of the Fiber Network described and set forth in this Permitting MOU. Based on the estimated actual costs to be incurred by the City for the foregoing activities, the Verizon Admin Fee shall be payable in the fixed amount of Four Thousand One Hundred Sixty-Six Dollars (\$4,166.00) per month during the Term of this Permitting MOU.
- 3.8 *Simplified Fee Payment Process:* The City will issue monthly invoices to Verizon for all permit fees for any permits issued in connection with the Fiber Network (excluding police detail fees, which shall be invoiced and paid separately), with each Fiber Zone project as identified to the City and assigned a Project Name by Verizon being

independently invoiced by the City on a per-project basis. Verizon shall pay such invoices within thirty (30) days of receipt.

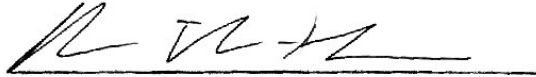
- 3.9 *Winter Moratorium:* The parties agree to cooperate with one another with respect to the City's winter moratorium on street openings. Verizon agrees to take the moratorium into account in planning its build in order to minimize the need for street openings in the winter. In exchange and acknowledgement of such efforts, the City will expedite its review and consideration of any requests by Verizon for relief from the moratorium, except during snow emergencies or other severe weather.
- 3.10 Sections 3.3, 3.4, 3.5, 3.6, 3.7 and 3.8 of this Permitting MOU shall take effect sixty (60) days from its execution.
4. **Cooperative Planning:** Verizon and the City shall work cooperatively to share information about their respective construction plans relevant to the deployment of the Fiber Network. Verizon will use the City's COBUCS system and program when applying for any required permits during the deployment of the Fiber Network. On at least a monthly basis, Verizon shall provide the City with a list of neighborhoods where it expects to conduct work deploying the Fiber Network that is not recorded in COBUCS and provide, to the best of its ability, a forecast of the volume of anticipated permits for the succeeding month.
5. **Termination:** This Permitting MOU may only be terminated by a written instrument executed by both parties. The parties agree that should: (1) the benefits of this Permitting MOU fail to meet the expectations of either party, or (2) it becomes impracticable for one party to perform under this Permitting MOU, both parties shall enter into good faith negotiations to amend, or potentially, terminate this Permitting MOU or any portion thereof.

[The remainder of this page is left intentionally blank]

6. **Counterparts:** This Permitting MOU may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Permitting MOU and any counterpart so executed shall be deemed to be one and the same instrument.

AGREED TO THIS 24th DAY OF March, 2016.

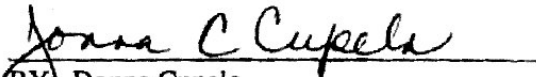
CITY OF BOSTON



BY: Jascha Franklin-Hodge

TITLE: Chief Information Officer, City of Boston Office of Innovation & Technology

VERIZON



BY: Donna Cupelo

TITLE: Region President, Verizon New England