LICENSE AGREEMENT

BETWEEN

THE CITY OF BOSTON

and

VERIZON WIRELESS

THIS LICENSE AGREEMENT ("AGREEMENT") DATED AS OF THIS 31st DAY OF MARCH, 2016, IS ENTERED INTO BY AND BETWEEN THE CITY OF BOSTON, MASSACHUSETTS, A MUNICIPAL CORPORATION ("CITY"), AND CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS, A DELAWARE GENERAL PARTNERSHIP ("VERIZON WIRELESS" or "LICENSEE") AND IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

WHEREAS, the City has made significant investments of time and money in the acquisition and maintenance of the Public Rights-of-Way and other City-owned Property, and such investment has enhanced the utility and value of these assets; and

WHEREAS, the City has a direct interest in encouraging the improvement of wireless communications infrastructure in order to ensure that the City and its businesses, residents, and visitors have the best opportunity to reliably access the highest quality wireless networks and make use of advanced wireless services and applications; and

WHEREAS, reliable and robust wireless communications enhance the City's business climate and support its reputation as a center of technology, an attractive location for young adults, and a desirable place generally to live, work and visit; and

WHEREAS, reliable wireless communications benefit the public by enhancing community safety and improving emergency response; and

WHEREAS, the City owns and maintains within the Public Rights-of-Way and on other City-owned Property, light poles, traffic signals, street furniture and other infrastructure, some of which is potentially suitable for the attachment of antennas and other equipment and cabling used in the provision of wireless communications services; and

WHEREAS, VERIZON WIRELESS desires to make use of certain City-owned poles and other City–owned infrastructure within the Public Rights-of-Way and on other City-owned Property for the purpose of operating wireless communications facilities in order to provide Boston residents, businesses and visitors with a more robust and reliable wireless experience and access to advanced wireless services and applications; and

WHEREAS, the right to occupy such City-owned poles and other infrastructure for limited times, for the purpose of installing and operating wireless communications facilities, is a valuable economic privilege, the economic benefit of which should be shared with all the taxpayers of the City; and

WHEREAS, the City can support beneficial competition between providers of communications services by offering rights to install wireless communications facilities on City-owned infrastructure on non-discriminatory and competitively neutral terms and conditions; and

WHEREAS, VERIZON WIRELESS is willing to compensate the City in exchange for a right to use and physically occupy City-owned poles and other City-owned infrastructure within the Public Rights-of-Way and on other City-owned Property.

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the City and VERIZON WIRELESS do hereby agree:

1.0 DEFINITIONS

Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:

1.1 "Agency" means any governmental agency other than those of the City, including, but not limited to, the Federal Communications Commission (FCC) the Commonwealth of Massachusetts Department of Telecommunications and Cable and the Commonwealth of Massachusetts Department of Public Utilities.

1.2 "Approved Wireless Facility(ies)" means Wireless Facilities which have been approved for installation by the City and PIC in either of the following ways: (a) pursuant to Section 3.4.1 and listed on Schedule X, or (b) pursuant to Section 3.2.4.

1.3 "Business Day" means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the City.

1.4 "City Poles" means City-owned poles such as street light poles or traffic light poles, and street furniture owned by the City and located in the Public Rights-of-Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used. It is contemplated that City Poles used for the attachment of Wireless Facilities pursuant to this Agreement may, as appropriate given the existing pole's condition and other circumstances, be installed by and at the expense of VERIZON WIRELESS, as replacements for existing City Poles, or as new City Poles at locations where there is no suitable existing City Pole or Non-City Pole, with such replacement or new City Poles owned by the City. The location of any such new City Pole that is not a replacement of an existing City Pole shall be subject to the grant of location approval process set forth in Section 3.2.4. The attachment of a Wireless Facility shall not: (1) change the primary purpose of the City Pole, which shall remain the purpose for which the City originally installed the City Pole; (2) cause the City Pole to be a "wireless tower or base station," within the meaning of Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455; or (3) extend the jurisdiction of any Agency over such City Pole, which did not

have such jurisdiction over such City Pole prior to the attachment of a Wireless Facility to the City Pole.

1.5 "City Property Poles" means City-owned poles such as street light poles or traffic light poles, and street furniture owned by the City and located outside of the Public Rights-of-Way on property which is owned, or is otherwise controlled through easement or lease, by the City ("City-owned Property"), and may refer to such facilities in the singular or plural, as appropriate to the context in which used. It is contemplated that City Property Poles used for the attachment of Wireless Facilities pursuant to this Agreement may, as appropriate given the existing pole's condition and other circumstances, be installed by and at the expense of VERIZON WIRELESS, as replacements for existing City Property Poles, or as new City Property Poles, with such replacement or new City Property Poles owned by the City. The location of any such new City Property Pole that is not a replacement of an existing City Property Pole shall be subject to the approval of the City. The attachment of a Wireless Facility shall not: (1) change the primary purpose of the City Property Pole, which shall remain the purpose for which the City originally installed the City Property Pole; (2) cause the City Property Pole to be a "wireless tower or base station," within the meaning of Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455; or (3) extend the jurisdiction of any Agency over such City Property Pole, which did not have such jurisdiction over such City Property Pole prior to the attachment of a Wireless Facility to the City Property Pole.

1.6 "Commissioner" means the Commissioner of Public Works, including in his or her capacity as Chair of the City of Boston's PIC, or the Commissioner's designee.

1.7 "Day" means any calendar day, unless a Business Day is specified. For the purpose hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purpose hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.8 "DoIT" means the City's Department of Innovation and Technology.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Hazardous Material" means any substance, waste or material which, because of its quantity, concentration or physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

1.11 "Interference" in the context of spectrum licensed by the Federal Communications Commission refers to material adverse effects resulting from transmitting outside of the licensed spectrum or otherwise in violation of the authority granted by the license of the party alleged to be causing the Interference. In the context of unlicensed spectrum it means the material adverse effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a pre-existing radio communication system, manifested by any material performance degradation, misinterpretation, or loss of information which could be extracted in the absence of such unwanted energy.

1.12 "Law" or "Laws" means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other requirement in effect either at the time of execution of this Agreement or at any time during the period of this Agreement, including, without limitation, any lawful regulation or order of an official entity or body, to the extent applicable to the circumstances of and to the parties to this Agreement.

1.13 "Person" means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.14 "Non-City Poles" means new or existing poles owned by private parties located in the Public Rights-of-Way or on other City-owned Property and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The attachment of a Wireless Facility to a Non-City Pole shall not extend the jurisdiction of any Agency over such Non-City Pole, which did not have such jurisdiction over such Non-City Pole prior to the attachment of a Wireless Facility to the Non-City Pole.

1.15 "PIC" means the City of Boston Public Improvement Commission.

1.16 "Public Rights-of-Way" means the area in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, and places within the City as the same now or may hereafter exist and which are under the permitting jurisdiction of the Department of Public Works.

1.17 "Release" when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of VERIZON WIRELESS.

1.18 "Services" means wireless services provided in the City by VERIZON WIRELESS to its customers, which may encompass, in VERIZON WIRELESS' sole discretion, any and all wireless services, of whatever nature, that VERIZON WIRELESS is authorized to provide under its FCC licenses for uses of the licensed electromagnetic spectrum, as well as wifi service provided using unlicensed spectrum. It also includes other services that VERIZON WIRELESS may provide using unlicensed spectrum, in accordance with Section 3.6 of this Agreement. This Agreement does not constitute a license to provide cable service as defined in Section 602 of the Communications Act of 1934, as amended, 47 U.S.C. § 522(6), within the meaning of G.L. c. 166A.

1.19 "Wireless Facility(ies)" means the antennas, fiber optic and power cables and connections, remote radioheads, brackets, devices, junction boxes, conduits, meters, and all other related equipment deployed or to be deployed by VERIZON WIRELESS, and includes without limitation Approved Wireless Facilities. (With reference to Section 13.11 and Exhibit Y only, the term Wireless Facilities also encompasses similar facilities deployed or to be deployed by other wireless telecommunications providers.)

2.0 TERM OF AGREEMENT

The term of this Agreement is a period of ten (10) years (the "Initial Term"), commencing on the date of execution by both parties (the "Term Commencement Date"). The Agreement shall automatically renew for an additional period of ten (10) years (a "Renewal Term") commencing upon the expiration of the Initial Term unless both parties agree in writing to not renew this Agreement. The Renewal Term will be on the same terms and conditions set forth in this Agreement, subject to the negotiation at the time of renewal of competitively neutral, mutually acceptable price terms and conditions, which may, if the parties agree, include further resets.

3.0 DESCRIPTION OF WORK

3.1 During the term of this Agreement, VERIZON WIRELESS is authorized, on a non-exclusive basis, subject to the terms of this Agreement, to install Approved Wireless Facilities for use in a distributed antenna system or systems (DAS), small cell facilities, and any and all other applications and configurations to deliver its Services:

3.1.1. on City Poles or on City Property Poles;

3.1.2. on City-owned infrastructure (such as bridge abutments, retaining walls, overpasses, arcades, buildings) in the Public Rights-of-Way or on City-owned Property;

3.1.3. on Non-City Poles;

The right to install Approved Wireless Facilities shall include the right to reasonable access to such facilities including but not limited to on foot and by vehicle, to connect such facilities to power and telecommunications service, to maintain such facilities, and to upgrade and modify such facilities, in accordance with this Agreement. Prior to installation of a Wireless Facility on a Non-City Pole in the Public Rights-of-Way or on City-owned Property, VERIZON WIRELESS shall obtain approval for such installation upon such specific Non-City Pole from the owner of the pole and provide the Commissioner with written evidence of such approval.

3.2 Location.

3.2.1. The location and installation of any Approved Wireless Facility requires the approval of the Commissioner which approval shall not be unreasonably conditioned, withheld, or delayed, provided that the Commissioner may disapprove of a proposed location or installation based on material potential Interference with other pre-existing City communications facilities, or future City communications facilities that have already been designed and planned for a specific location or that have been reserved for future public safety communications facilities, the absence of Location Pre-Clearance as defined in Section 3.2.2, the public safety or other critical public service needs and, only in the case of an installation on or in City-owned Property, aesthetic impact or the absence of all necessary approvals from all necessary departments, authorities and Agencies with jurisdiction over such Property.

The Commissioner will make a good faith effort to complete the process of approving (or disapproving for one of the specified reasons) the location and installation of an Approved Wireless Facility within ten (10) Business Days of VERIZON WIRELESS submitting a request for such approval with the supporting information required under this Agreement. Each approval by the Commissioner of the location and installation of an Approved Wireless Facility shall be reflected in a signed document delivered to VERIZON WIRELESS.

3.2.2. Prior to requesting approval by the Commissioner of the location and installation of an Approved Wireless Facility on any City Pole, City Property Pole or City-owned infrastructure, VERIZON WIRELESS shall obtain written approval of such location and installation from the department or division of the City with responsibility over the pole or City-owned infrastructure ("Location Pre-Clearance"). Location Pre-Clearance of the location and installation of an Approved Wireless Facility:

3.2.2.1. on any street light pole shall be requested by VERIZON WIRELESS from the City's Street Lighting Division;

3.2.2.2. on any traffic signal or walk light shall be requested by VERIZON WIRELESS from the City's Transportation Department;

3.2.2.3. on any street furniture shall be requested by VERIZON WIRELESS from the City's Property Management & Construction Department.

The City and VERIZON WIRELESS shall work cooperatively to develop checklists to make the Location Pre-Clearance process efficient and predictable.

3.2.3. Prior to requesting approval by the Commissioner of the location and installation of the first Approved Wireless Facility in any neighborhood of the City, VERIZON WIRELESS shall conduct reasonable neighborhood notification to inform the residents and businesses in the neighborhood of its plans to locate and install such facilities in that neighborhood and shall coordinate such neighborhood outreach with the City's Office of Neighborhood Services. Exhibit B to this Agreement is a map designating the distinct neighborhoods in the City for purposes of this Section.

3.2.4. In addition to the installation of Approved Wireless Facilities pursuant to this Agreement, VERIZON WIRELESS may seek a separate grant of location from the PIC to install a new City Pole or new Non-City Pole for purposes of attaching an Approved Wireless Facility at a location within the Right-of-Way where there is no other suitable and available pre-existing City Pole, Non-City Pole, City Property Pole or other City-owned Infrastructure.

3.2.5. If the installation of an Approved Wireless Facility results in the creation of a double pole, VERIZON WIRELESS agrees that it will cooperate in good faith with the City in efforts to get the utilities and other companies having attachments on the original pole to relocate the attachments to the new pole so that the double pole can be eliminated as soon as practicable.

3.3 Map and List of Wireless Facilities. VERIZON WIRELESS shall maintain, in a form reasonably acceptable to the City, a current map and list of the location of all Wireless Facilities it installs pursuant to this Agreement. This map shall

be available to the City via a password-protected URL or secure FTP site. The map shall also link to PDF files containing as-built engineering/construction drawings for all such Wireless Facilities.

3.4 Permits and Approvals.

3.4.1. Exhibit X is a Schedule of Approved Wireless Facilities for installation on specific types of City Poles, City Property Poles, Non-City Poles and City-owned infrastructure, and pre-approved designs for replacements of City Poles and City Property Poles ("Schedule of Approved Wireless Facilities"). In addition to the Approved Wireless Facilities included on Exhibit X as of the Term Commencement Date, designees of VERIZON WIRELESS, the City and the PIC shall confer within the first four months after the Term Commencement Date, and then on or about each anniversary of the Term Commencement Date, and at such other times as VERIZON WIRELESS may request, to review Exhibit X and consider amendments to it. Any amendments to Exhibit X shall be by a written instrument signed by authorized representatives of VERIZON WIRELESS, the City and the PIC. Any Wireless Facility installation design that has been pre-approved for a type of mounting structure and location pursuant to any agreement between the City and another wireless provider shall automatically be included on Exhibit X as an Approved Wireless Facility for purposes of this Agreement. Exhibit X does not limit the authority of Commissioner to approve or disapprove the location and installation of any particular Approved Wireless Facility, pursuant to Section 3.2. To the extent that G.L. c. 166 is applicable to Wireless Facilities installed pursuant to this Agreement, PIC ratification of Exhibit X shall be deemed a grant of location as to Approved Wireless Facilities installed pursuant to this Agreement.

3.5 Changes to Wireless Facilities. VERIZON WIRELESS may upgrade, modify or replace any Wireless Facility it installs pursuant to this Agreement provided that either (a) it notifies the Commissioner of such proposed changes to its Wireless Facility and certifies that: (1) after such upgrade, modification or replacement that the Wireless Facility shall be an Approved Wireless Facility; (2) such changes will not impact the structural integrity of the pole or infrastructure on which the Wireless Facility is located, and (3) such changes will not interfere with the use of the pole or infrastructure by the City, or by any other party authorized to use or maintain equipment on the pole or infrastructure; or (b), if the modification or replacement does not qualify under 3.5(a), it obtains PIC or other necessary approvals for such modification or replacement. Modifications, upgrades and replacements that are the subject of notice given under 3.5(a) are deemed approved by the Commissioner unless, within ten (10) Business Days of receiving notice, the Commissioner notifies VERIZON WIRELESS in writing that the changes are conditionally approved or disapproved for one of the reasons enumerated in Section 3.2.1.

3.6 Provision of Services. The Wireless Facilities installed pursuant to this Agreement may be used for any and all Services that VERIZON WIRELESS chooses to provide, in its sole discretion. Upon request, VERIZON WIRELESS will meet with DoIT to describe all Services it is providing through its Wireless Facilities within the City. If VERIZON WIRELESS intends to provide Services using unlicensed spectrum, other than wifi, it will notify the City in advance of deploying those Services and will

work with the City to address any Interference issues before deploying those Services from any City Pole or any City Property Pole, provided that this shall not be interpreted to waive any right of VERIZON WIRELESS to operate in accordance with applicable FCC regulations or rulings concerning unlicensed spectrum. In agreeing to this process, VERIZON WIRELESS is not conceding any right of the City to exercise regulatory authority over the unlicensed spectrum.

3.7 Utilities. VERIZON WIRELESS shall pay any charges to install and separately meter electrical, telecommunications or other utility services to VERIZON WIRELESS' Wireless Facilities and shall pay all charges imposed by such utility providers for utilities consumed by VERIZON WIRELESS. The City shall cooperate with VERIZON WIRELESS in making arrangements with the electric utility company to have the utility service used by VERIZON WIRELESS separately metered or otherwise accounted for and billed to a separate account payable by VERIZON WIRELESS. Only meters that are Approved Wireless Facilities, may be externally attached to any pole or infrastructure that are subject to this Agreement. Should the need arise, during an emergency, for the use of temporary, emergency power generators for Wireless Facilities installed pursuant to this Agreement, VERIZON WIRELESS shall inform the City of the need to use such emergency power generators, and work with the City to determine the locations at which they will be placed.

3.8 Restoration of Work Site Areas. Upon the completion of each task or phase of work to be performed by VERIZON WIRELESS under this Agreement, VERIZON WIRELESS shall promptly restore all work site areas to a condition reasonably satisfactory to the Commissioner and in accordance with construction standards as reasonably specified by the Commissioner, ordinary wear and tear not caused by VERIZON WIRELESS excepted. The provisions of this Section shall survive the expiration, completion or earlier termination of this Agreement.

3.9 Removal Upon Termination. Except as otherwise provided in this Agreement, upon one hundred and eighty (180) days' written notice by the City after the expiration of this Agreement or its earlier termination for cause, VERIZON WIRELESS shall promptly, safely and carefully remove its Wireless Facilities installed pursuant to this Agreement from all City Poles, City Property Poles, and City-owned infrastructure located on Public Rights-of-Way or other City-owned Property, except to the extent that VERIZON WIRELESS has other legal authorization, from the City, to maintain one or more such Wireless Facilities for a longer time. Such obligation of VERIZON WIRELESS shall survive the expiration or earlier termination of this Agreement. If VERIZON WIRELESS fails to complete this removal work on or before one hundred eighty (180) Days subsequent to the issuance of notice pursuant to this Section 3.9, then the City, upon written notice to VERIZON WIRELESS, shall have the right at the City's sole election, but not the obligation, to perform this removal work using qualified contractors and reasonable care in the removal and handling of the VERIZON WIRELESS equipment, and charge VERIZON WIRELESS for the actual costs and expenses, including, without limitation, reasonable administrative costs, provided that VERIZON WIRELESS shall be allowed to continue its removal work beyond 180 days as long as it is diligently pursuing such removal. VERIZON WIRELESS shall pay to the City the reasonable costs and expenses incurred by the City in performing any removal

work and any storage of VERIZON WIRELESS' property after removal, within thirty (30) Business Days of the date of a written demand for this payment from the City. The City may, in its discretion, obtain reimbursement for the above by making a claim under VERIZON WIRELESS' performance bond. After the City receives the reimbursement payment from VERIZON WIRELESS for the removal work performed by the City, the City shall promptly return to VERIZON WIRELESS the property belonging to VERIZON WIRELESS and removed by the City pursuant to this Section 3.9, at no liability to the City. If the City does not receive the reimbursement payment from VERIZON WIRELESS within such thirty (30) Business Days, or if the City does not elect to remove such items at the City's cost after VERIZON WIRELESS fails to do so prior to one hundred eighty (180) Days subsequent to the issuance of notice pursuant to this Section 3.9, any VERIZON WIRELESS' property installed pursuant to this Agreement remaining on or about the Public Rights-of-Way or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by Law. Alternatively, the City may elect to take title to abandoned property, provided that VERIZON WIRELESS shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

3.10 Risk of Loss or Damage. VERIZON WIRELESS acknowledges and agrees that the City shall not be liable for any cost of repair to VERIZON WIRELESS' equipment and materials installed in the Public Rights-of-Way pursuant to this Agreement, including, without limitation, damage caused by the City's removal of such pursuant to Section 3.9, except to the extent that such loss or damage was caused by the negligence, gross negligence, or willful misconduct of the City, including without limitation, each of its commissions, departments, officers, agents, employees and contractors.

3.11 Removal or Relocation of Wireless Facilities at City's Request. VERIZON WIRELESS understands and acknowledges that the City, at any time and from time to time, may require VERIZON WIRELESS to remove or relocate all or a portion of a Wireless Facility located on a City Pole, City Property Pole or other City infrastructure, at VERIZON WIRELESS' expense, on ninety (90) Days' notice upon a written request from the City, if the City determines, in its reasonable discretion, that the removal or relocation is needed to facilitate or accommodate the construction, completion, repair, or relocation or maintenance of a City project or City facility, or because the particular Wireless Facility interferes with or adversely affects proper operation of the light poles, traffic signals, or City-owned communications systems in existence at the time the Wireless Facility is first installed, or because there is damage to the City Pole or City Property Pole or City-owned infrastructure on which the Wireless Facility is located, or because of a sale or vacation of the Right of Way, or a change in the City's use of the Right of Way that affects all licensees, or for other good cause to preserve public health and safety, provided, however, that the City may provide shorter advance notice if circumstances reasonably require expedited or emergency removal or relocation of a particular Wireless Facility. The City shall work with VERIZON WIRELESS to accommodate the Wireless Facility at another reasonably equivalent

location or locations on the same or another City Pole, City Property Pole, Non-City Pole or City-owned infrastructure nearby within the Public Rights-of-Way or on City-owned Property. VERIZON WIRELESS shall at its own cost and expense remove and relocate the Wireless Facility, or any part thereof, to such other location or locations in such manner, as appropriate, as may be designated or approved, in writing and in advance, by the Commissioner. Such removal and relocation shall be completed within the time prescribed by the Commissioner in his written request and in accordance with the terms of this Agreement, provided that such time shall be extended by the time needed to obtain any PIC or other regulatory approval required to relocate the Wireless Facility.

3.12 Removal or Relocation of Wireless Facilities No Longer In Use. VERIZON WIRELESS shall remove any Wireless Facility, at VERIZON WIRELESS' expense, within one hundred and twenty (120) Days after VERIZON WIRELESS abandons the use of that Wireless Facility, provided that such time shall be extended by the time needed to obtain any regulatory approval required to remove the Wireless Facility.

3.13 Right to Remove a Wireless Facility. VERIZON WIRELESS shall have the right, at any time, to remove any Wireless Facility it has installed pursuant to this Agreement, provided that it shall provide the Commissioner with notice at least ten (10) Days in advance, and shall coordinate with the Commissioner and City staff regarding the timing and logistics of the removal. Upon removing a Wireless Facility and restoring the prior location in accordance with standards established in this Agreement, including but not limited to Sections 3.8, 3.9, 8.1 and 11.0 herein, VERIZON WIRELESS shall no longer be responsible for paying the annual Attachment Fee (as defined in Section 7.1) for that Wireless Facility.

4.0 PERMIT, LIMITATIONS AND RESTRICTIONS

4.1 Limited Authorization. Except as expressly provided, this Agreement does not authorize the placement of Wireless Facilities or any other equipment on City Poles, City Property Poles, Non-City Poles or City-owned infrastructure. The process that will apply to VERIZON WIRELESS and other parties seeking to use and/or replace City Poles, City Property Poles, and other City-owned infrastructure for the attachment of Wireless Facilities is set forth in Exhibit Y. This Agreement does not relieve VERIZON WIRELESS from seeking any necessary permission from other City departments or agencies which have jurisdiction over VERIZON WIRELESS' proposed Wireless Facilities. The City agrees to implement procedures and policies to expedite, streamline and coordinate the review process for obtaining such permission. Among other means of streamlining review, VERIZON WIRELESS may seek pre-approval by the PIC pursuant to Section 3.4.1, and by other City bodies with jurisdiction, of classes of Wireless Facilities and particular installation designs for use on specific types of structures, so that there does not need to be an individual review of the suitability of that design every time it is proposed. VERIZON WIRELESS further acknowledges that it may install Wireless Facilities on historically or architecturally significant City Poles located on the public Rights-Of-Way only if and to the extent authorized in accordance with this Agreement. Exhibit A provides a map of architecturally or historically significant areas subject to

special historical or local control provisions, which will be addressed separately on Exhibit X. The inclusion of an installation design on Exhibit X will not exempt VERIZON WIRELESS from having to obtain any necessary approval of particular Wireless Facilities by the landmark or architectural commissions with jurisdiction in each area on Exhibit A in which VERIZON WIRELESS intends to use such installation design. Upon notice to VERIZON WIRELESS, the City may update Exhibit A at any time to reflect current historical or local control areas.

4.2 All Permitted Activities and Fees at VERIZON WIRELESS' Sole Expense. The construction, operation, maintenance, removal and replacement of Wireless Facilities and all other activities permitted under this Agreement and all fees or obligations of VERIZON WIRELESS under this Agreement, shall be VERIZON WIRELESS' sole responsibility at its sole cost and expense.

4.3 Permit. VERIZON WIRELESS shall obtain, at its sole expense, all applicable permits required by the City or any other Agency in accordance with applicable law and this Agreement to install Wireless Facilities on City Poles, City Property Poles, and other City-owned infrastructure located on the Public Rights-of-Way or other City-owned Property. In the interest of eliminating avoidable delay in the implementation of the VERIZON WIRELESS build-out pursuant to this Agreement, the City shall work with VERIZON WIRELESS to establish procedures for expediting, streamlining and coordinating the review of proposed Wireless Facilities (whether subject to this Agreement or otherwise) by applicable City departments, offices and agencies. In furtherance of this effort, DoIT shall designate a single point of contact in DoIT to serve as a liaison and ombudsman to assist VERIZON WIRELESS in identifying and resolving issues which arise during the permit and approval process for Wireless Facilities in the City. A complete list of all permits and approvals that may be required from the City and its agencies and departments for VERIZON WIRELESS to install Wireless Facilities in the City under this Agreement, and otherwise, is attached as Exhibit Z.

4.4 No Real Property Interest Created. Neither VERIZON WIRELESS' use of the Public Rights-of-Way or other City-owned property, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in VERIZON WIRELESS a real property interest in any portion of the Public Rights-of-Way or any other City property, including but not limited to, any fee, leasehold or easement interest in any land. VERIZON WIRELESS, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may, subject to applicable Laws, create an interest subject to taxation and that VERIZON WIRELESS, its successor, lessee or assign may be subject to the payment of such taxes.

4.5 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to VERIZON WIRELESS under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the City to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, concurrently with any other Person or Persons entitled to do so, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-

Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the City at any time, provided that any such Encumbrance granted after the date of this Agreement shall not interfere with Wireless Facilities installed pursuant to this Agreement, or with VERIZON WIRELESS' rights to access, maintain, modify and use such Wireless Facilities in accordance with this Agreement.

4.6 Following execution of this Agreement, the City will request that the PIC adopt written administrative policies consistent with this Agreement. VERIZON WIRELESS will have an opportunity to review and comment on those policies before they are adopted.

5.0 WAIVERS, INDEMNIFICATION AND INTERFERENCE

5.1 Non-Liability of City Officials. Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to VERIZON WIRELESS, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to VERIZON WIRELESS, its successors and assigns, or for any obligation of the City under this Agreement.

5.2 Obligation to Indemnify the City. Except to the extent that any of such Claims results from the gross negligence or willful misconduct of the City, including without limitation each of its commissions, departments, officers, agents, employees and contractors, VERIZON WIRELESS, its successors and assigns, shall hold harmless, defend, protect and indemnify the City, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") of any kind arising directly or indirectly from: (i) any act by, omission by, or negligence of VERIZON WIRELESS or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or resulting directly from the construction, installation, maintenance, replacement, removal or repair of the Wireless Facilities, (ii) any accident, damage, death or injury to any VERIZON WIRELESS contractor, subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work, or while conducting the activities authorized by this Agreement, or for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property and Person(s) that occurs in, upon or is in any way connected with the work or activities authorized by this Agreement to the extent caused by VERIZON WIRELESS, (iv) any Release, or threatened Release, of any Hazardous Material occurring after the date of this Agreement, caused in whole or in part by VERIZON WIRELESS in, under, on or about the property subject to this Agreement or into the environment, resulting directly or indirectly from the work or activities

authorized by this Agreement but only to the extent that such Release or threatened Release was caused by VERIZON WIRELESS, and VERIZON WIRELESS shall have no obligation with respect to any environmental concerns or conditions as may now or at any time hereafter be in existence unless such conditions are caused by VERIZON WIRELESS and (v) any violation by VERIZON WIRELESS of the terms and conditions hereof or any permit or approval issued by the Commissioner or any City department or Agency in connection with the Wireless Facilities or Services or pursuant hereto, or any misrepresentation made by VERIZON WIRELESS in this Agreement or in any document given by VERIZON WIRELESS in connection with this Agreement; and (vi) any claims that any Wireless Facility infringes a patent, copyright, trade secret, or other property right of a third party. VERIZON WIRELESS agrees that the indemnification obligations assumed under this Section shall survive expiration or other termination of this Agreement.

5.3 No Liability for Damage. Death or Bodily Injury. Neither the City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of VERIZON WIRELESS, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such Persons, resulting or arising from the Wireless Facilities or activities authorized by this Agreement, the condition of any City property subject to this Agreement or VERIZON WIRELESS' use of any City property, except to the extent caused by the City's gross negligence or willful misconduct.

5.4 Waiver of Claims regarding Fitness of Poles Located on Public Ways. VERIZON WIRELESS acknowledges that the City has made no warranties or representations regarding the fitness, availability or suitability of any of poles or City-owned infrastructure for the installation of Wireless Facilities, or for any other activities permitted under this Agreement, and that, except as expressly provided in this Agreement, any performance of work or costs incurred by VERIZON WIRELESS or provision of Services contemplated under this Agreement by VERIZON WIRELESS is at VERIZON WIRELESS' sole risk. Except as otherwise expressly provided in this Agreement, VERIZON WIRELESS on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the City and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the poles located on Public Rights-of-Way, any City property affected by this Agreement, or any law or regulation applicable thereto. The City agrees: (i) to allow VERIZON WIRELESS to investigate the location of a City Pole facility, and (ii) to work cooperatively with VERIZON WIRELESS to facilitate the investigation of City-owned Property, under consideration for attachment of a Wireless Facility, for the possible presence of lead based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable Laws), and the City shall facilitate such investigation as necessary.

5.5 Waiver of All Claims. VERIZON WIRELESS acknowledges that the City may terminate this Agreement under certain limited circumstances, and in view of such fact VERIZON WIRELESS expressly assumes the risk of making any expenditures

in connection with this Agreement, even if such expenditures are substantial, and VERIZON WIRELESS expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of VERIZON WIRELESS or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, VERIZON WIRELESS fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the City, its departments, commissions, officers. Commissioners and employees, and all Persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City lawfully and justifiably exercises its right to terminate this Agreement for cause, in accordance with its terms. Notwithstanding anything to the contrary contained in this Agreement, VERIZON WIRELESS does not intend to waive, and hereby specifically reserves, all rights at law or in equity to contest any termination by the City.

5.6 No Liability for Consequential or Incidental Damages. VERIZON WIRELESS and the City each expressly acknowledges and agrees that neither of them will be liable for any consequential or incidental damages incurred by the other, including, but not limited to, lost profits and loss of good will, arising out of a lawful and justifiable termination of this Agreement in accordance with its terms, or the construction or operation of, or disruption to, one or more Wireless Facilities, or any other activities contemplated under this Agreement. Neither party would be willing to enter into this Agreement in the absence of such waiver. Accordingly, without limiting any indemnification obligations of VERIZON WIRELESS or other waivers contained in this Agreement, and as a material part of the consideration for this Agreement, VERIZON WIRELESS and the City each fully RELEASES, WAIVES AND DISCHARGES the other forever from any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue the other party or any Persons acting by, through or under that party, for consequential or incidental damages arising out of this Agreement or the work and activities authorized hereunder regardless of the cause, and whether or not due to negligence or gross negligence of the other party or its agents.

5.7 No Disruption. VERIZON WIRELESS shall not unreasonably disrupt in any manner any public or private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. VERIZON WIRELESS shall be responsible for repair and restoration of any damage to facilities belonging to the City, to the extent that VERIZON WIRELESS causes disruption resulting in such damage. The City agrees to include an equivalent provision in all similar agreements the City may enter into with others after the date of this Agreement.

5.8 Interference. VERIZON WIRELESS agrees to install equipment and provides Services of the type and frequency which will not cause Interference to any

equipment of the City which existed prior to the date this Agreement is executed by the Parties. In the event any after-installed VERIZON WIRELESS's equipment or Services causes Interference, and after the City has notified VERIZON WIRELESS in writing of such Interference, VERIZON WIRELESS will take all commercially reasonable steps necessary to correct and eliminate the Interference, including but not limited to, at VERIZON WIRELESS' option, powering down such equipment and later powering up such equipment for intermittent testing. If the Interference issue is determined to be caused by VERIZON WIRELESS and more than ninety (90) Days have elapsed from the date the City gave notice of such Interference issue, the City may require VERIZON WIRELESS to discontinue use of the equipment causing the Interference issue. In no event will the City be entitled to terminate this Agreement for reasons related to Interference.

5.9 The City agrees that it will install only such equipment that is of the type and frequency which will not cause Interference to the then existing equipment of VERIZON WIRELESS.

5.10 In the event that the City notifies VERIZON WIRELESS of its belief that VERIZON WIRELESS's equipment or Services are creating Interference to new or existing public safety communications systems at one or more particular locations, VERIZON WIRELESS shall work with the City to promptly investigate and resolve such Interference issue. If after investigation the City reasonably determines that the Interference is being caused by VERIZON WIRELESS's equipment, the City will make VERIZON WIRELESS aware of the basis for that determination and VERIZON WIRELESS will take such measures as are necessary to eliminate such Interference, up to and including the relocation or replacement of VERIZON WIRELESS's equipment or modification of its Services determined to cause such interference, with all costs and expenses related thereto to be borne by VERIZON WIRELESS.

5.11 Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that, if any of VERIZON WIRELESS's equipment causes Interference that the City reasonably believes could significantly interfere with the City's public safety communications, VERIZON WIRELESS shall, upon written request from the City, immediately suspend the operation of the particular equipment at the particular location(s) in question, and be responsible for coordinating and resolving the Interference within forty-eight (48) hours of receipt of notification from the City. If the Interference cannot be resolved within the 48-hour period, and if VERIZON WIRELESS cannot show that it is not the cause of the Interference, VERIZON WIRELESS shall power down or turn off any equipment causing the Interference, and cease the operations of its equipment until the Interference problems are fully resolved. In the event VERIZON WIRELESS fails to timely cease operations and/or eliminate the Interference within such 48-hour period, the City and VERIZON WIRELESS will promptly work together to temporarily discontinue the electricity supplied to such equipment, for the purpose of determining the source of the Interference.

5.12 Notwithstanding anything in this Agreement to the contrary, it is expressly agreed and understood that, if any of VERIZON WIRELESS's equipment or Services causes Interference with any systems impacting the City's emergency preparedness, law

enforcement activities or other urgent public safety obligations, the City may take any and all such steps as it is empowered to take under its police power authority, which may include immediately discontinuing the electricity supplied to such equipment, until such Interference problems are resolved. To the extent feasible, the City agrees to give VERIZON WIRELESS verbal notice prior to undertaking any action under this Section that will result in cutting off power to a VERIZON WIRELESS Wireless Facility or otherwise preventing VERIZON WIRELESS from operating any Services from one or more Wireless Facilities in the City.

5.13 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of Sections 5.8 through 5.12 and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

6.0 INSURANCE

6.1 Amounts and Coverages. VERIZON WIRELESS will maintain in force, during the full term of this Agreement, occurrence form of insurance in the following amounts and coverages:

6.1.1. Workers' Compensation Insurance as required from under General Laws c.152 (the Workmen's Compensation Law) and including employer's liability limits of one million ($1,000,000) per accident and per employee, including disease.

6.1.2. Commercial General Liability Insurance for Bodily Injury and Property Damage, on an Occurrence Form, including Premises/Operation, Products/Completed Operations Liability, Contractual Liability, and Personal and Advertising Injury with a limit of five million dollars ($5,000,000) per occurrence for bodily injury and property damage and five million dollars ($5,000,000) annual general aggregate.

6.1.3. Business Automobile Liability Insurance with limits not less than two million dollars ($2,000,000) each accident Combined Single Limit for Bodily Injury and Property Damage.

6.1.4. Umbrella Liability Insurance in excess of Commercial General Liability and Business Auto Liability Insurance for five million ($5,000,000) each occurrence.

6.2 Required Provisions. Commercial General Liability and Automobile Liability Insurance shall provide for the following:

6.2.1. Include as additional insureds the City of Boston, its officers, and employees as their interests may appear under this Agreement, excluding workers' compensation and employer's liability.

6.2.2. That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement.

6.3 Advance Notice of Cancellation. VERIZON WIRELESS shall provide the City with thirty (30) Days advance notice of cancellation to the following address:

City of Boston
Department of Innovation and Technology
City Hall Room 703
Boston, MA 02201
Attn: Mike Lynch

6.4 Receipt of Certificates of Insurance. Certificates of insurance, on Acord Form 25, evidencing all insurance coverages listed above, shall be furnished to the City before commencing any operations under this Agreement. Complete copies of policies may be reviewed at a Verizon office in Boston, at reasonable times, upon request. Renewal certificates shall be furnished to the City no later than thirty (30) days prior to expiration of the preceding policy.

6.5 All policies shall be issued by insurance companies licensed, authorized or permitted to write such insurance in their domicile state and in the Commonwealth of Massachusetts, and will have a current rating provided by "Best's Insurance Reports" of A- VII or above. Waiver of Subrogation will be included as respects all insurance coverages listed above in favor of the City. The Workers' Compensation Insurance Policy must be specifically endorsed and noted as such in the required certificate.

6.6 Failure of VERIZON WIRELESS to provide and continue to enforce such insurance shall be deemed a material breach of contract, and grounds for termination of the Agreement. These requirements shall not be construed to limit the liability of VERIZON WIRELESS or its insurers.

7.0 LICENSE FEES, RECORDS and SECURITY DEPOSIT

In connection with the work to be performed and activities to be conducted by VERIZON WIRELESS under this Agreement:

7.1 Attachment Fees.

7.1.1. In order to compensate the City for VERIZON WIRELESS' entry upon and deployment on City Poles, and other City-owned infrastructure within the Public Rights-of-Way, VERIZON WIRELESS shall pay to the City, on an annual basis, the amount of $2,500 per City Pole or other City-owned infrastructure on which VERIZON WIRELESS places Wireless Facilities. The compensation to be paid to the City by VERIZON WIRELESS' entry upon and deployment of Wireless Facilities on City Property Poles and other City-owned infrastructure on City-owned Property, but not in the Public Rights-of-Way, shall be negotiated between the City and VERIZON WIRELESS on a case by case basis. In the event, the City and VERIZON WIRELESS are unable to agree upon such compensation, VERIZON WIRELESS will not be authorized to deploy such Wireless Facilities on the City-owned Property. The parties will negotiate in good faith to develop a fee schedule addressing fees for City Property Poles within six months of the Term Commencement Date. The compensation to be paid to the City by VERIZON WIRELESS under this Section 7.1 is referred to as the

"Attachment Fee"). No Attachment Fee shall be due for a Wireless Facility located on a Non-City Pole.

7.1.2. The annual Attachment Fee amount will be increased by one and one-half percent (1.5%) on January 1, 2018, and by an additional one and one-half percent (1.5%) on the first day of each subsequent year that the Agreement remains in effect.

7.1.3. The initial payment for each Wireless Facility shall be due on the Day that is (i) the first Business Day of the month and (ii) occurs at least 60 Days after VERIZON WIRELESS commences construction of that Wireless Facility. The initial payment for each Wireless Facility shall be in the amount of the Attachment Fee then in effect, multiplied by a fraction in which the numerator is equal to the number of full months remaining in the calendar year after the date that such construction commences, and the denominator is twelve (12). Thereafter, annual payment for each Wireless Facility that is under construction or in use shall be due on or before January 1st of each year. Each payment of Attachment Fees will be accompanied by an accounting by VERIZON WIRELESS, in a form reasonably satisfactory to the City, setting forth VERIZON WIRELESS' calculation of Attachment Fees due to the City.

7.1.4. VERIZON WIRELESS' obligation to pay the annual Attachment Fee for a Wireless Facility that is removed as provided in Section 3.9 or any of Sections 3.11 through 3.14, or pursuant to Section 5, shall cease on the date that it removes that Wireless Facility from the City Pole, City Property Pole, or other City-owned infrastructure and restores the property pursuant to this Agreement ("Removal Date"). If on the Removal Date, VERIZON WIRELESS has already paid the annual Attachment Fee for that Wireless Facility, the City shall credit a prorated amount corresponding to the number of full months between the Removal Date and the end of the calendar year to VERIZON WIRELESS, and apply that credit amount against the next year's Attachment Fee payment for VERIZON WIRELESS' remaining Wireless Facilities under this Agreement. If on the Removal Date VERIZON WIRELESS has not yet paid the annual Attachment Fee for that Wireless Facility, VERIZON WIRELESS shall pay the annual Attachment Fee on that Wireless Facility when it is due, but the amount of that Attachment Fee shall be adjusted on a prorated basis to cover only the period between the end of the prior Calendar Year and the end of the month in which the Removal Date occurs.

7.1.5. The obligation to pay Attachment Fees shall cease as of the first day of the month in which this Agreement expires or is terminated. Upon expiration or termination of this Agreement ("Termination Date"), the parties shall determine the prorated amount of Attachment Fee VERIZON WIRELESS owes for that year and if VERIZON WIRELESS has already paid the Attachment Fee for that year, the City shall, within ninety days after the Termination Date refund to VERIZON WIRELESS the excess payment, or if VERIZON WIRELESS has not paid the Attachment Fee for that year as of the Termination Date, it shall, within ninety days after the Termination Date, pay to the City the prorated amount of Attachment Fee it owes for that year. Acceptance by the City of any payment due under this Article 7 shall not be deemed to be a waiver by the City of any prior breach of this Agreement, nor shall the City's acceptance of any

such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City, and likewise, payment by VERIZON WIRELESS of a payment under this Article shall not waive its right to establish that a lesser amount was actually due and seek recovery of the difference. This Section 7.1.5 shall survive termination or expiration of the Agreement.

7.1.6. Reduction of Attachment Fee by Amount of Utility Users or Communications Tax. Notwithstanding anything to the contrary in this Agreement, if the Services or VERIZON WIRELESS' exercise of rights granted hereunder are subject to, or become subject to, a utility users tax, communications tax, or other similar business license tax or fee which accrues directly to the City by operation of the City's Municipal Code or other applicable Laws, then the amount of the Attachment Fee shall be reduced by the amount of the applicable utility users tax, communications tax, or such other similar tax or fee.

7.1.7. Offset for In-Kind Elements. Upon mutual agreement of the parties in writing, certain in-kind elements offered by VERIZON WIRELESS or its affiliates may be used to offset all or a portion of the Attachment Fee for one or more Wireless Facilities. The City will, on a case by case basis, review such in-kind elements depending on the totality of the circumstances, including but not limited to the City's needs, locations, conditions, and any and all associated cost of such in-kind elements.

7.1.8. The Attachment Fee rate will be reset for 2020 and again for 2024 (each a "Reset Year"). The City and VERIZON WIRELESS will negotiate in good faith during the third quarter of the year immediately preceding each Reset Year, in order to determine the new Attachment Fee ("Reset Attachment Fee"). If by September 1 of such preceding year, the parties are unable to agree upon a Reset Attachment Fee, either party may terminate the Agreement in accordance with Section 9.3.

7.1.9. VERIZON WIRELESS may, at its option, if it expects to be ready to deploy 5G earlier than 2020, advance the first Reset Year accordingly ("Early Reset Year"), provided that it notifies the City prior to July 1 of the year immediately preceding the Early Reset Year, in which case the City and VERIZON WIRELESS will negotiate in good faith during the third quarter of the year immediately preceding the Early Reset Year to determine the Reset Attachment Fee. If by September 1 of such preceding year, the parties are unable to agree upon a Reset Attachment Fee, either party may terminate the Agreement in accordance with Section 9.3.

7.2 Documentation. The City hereby agrees to provide to VERIZON WIRELESS (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to VERIZON WIRELESS, and in the name of the party to whom payments are to be made pursuant to this Agreement, and (ii) other documentation pertinent to the City's ability to receive payments from VERIZON WIRELESS as may be requested by VERIZON WIRELESS in its reasonable discretion, from time to time. VERIZON WIRELESS shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement, including records of all construction and installation work under this Agreement, basic descriptive information of all Approved Wireless Facilities installed under this Agreement, and such other records sufficient to confirm VERIZON WIRELESS' compliance with this

Agreement. VERIZON WIRELESS shall respond promptly to requests from the City for specific information contained in such records and shall forward to the City for inspection, electronic or other copies of all records and information as described above within twenty (20) Business Days of a written request.

7.3 Late Payment Charge. If VERIZON WIRELESS fails to pay any amounts payable under this Agreement within ten (10) Days following the due date thereof, such unpaid amount shall be subject to a late payment charge equal to one percent (1%) of the unpaid amount in each instance, which late payment charge shall be incurred each month that the unpaid amount is due and owing. The late payment charge has been agreed upon by the parties, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the City will incur as a result of any such failure by VERIZON WIRELESS, the actual costs thereof being extremely difficult if not impossible to determine.

7.4 Other Payments. In addition to all other fees to be paid to the City under this Agreement, VERIZON WIRELESS shall timely pay to the City all applicable deposit fees, permit fees and other fees or amounts VERIZON WIRELESS is required by any federal, state or local law, statute, ordinance, rule or regulation to pay to the City in connection with obtaining permits or performing work under this Agreement.

7.5 Security Deposit. Prior to installing its first Wireless Facility under this Agreement, VERIZON WIRELESS will deliver to the City a valid performance bond in the sum of one million dollars ($1,000,000), issued by a surety company acceptable to the City's Controller in a form acceptable to both Parties. VERIZON WIRELESS agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, damages and fees not covered by any insurance policies including but not limited to: interest, charges by the City to remove Wireless Facilities from City Poles, City Property Poles, and other City-owned infrastructure and to the extent practical, restore such sites to their prior condition, reasonable wear and tear excepted, pursuant to this Agreement, and any unpaid permit and administrative fees. VERIZON WIRELESS shall keep such performance bond, at its expense, in full force and effect until the one hundred eightieth (180th) Day after the Expiration Date or other termination of this Agreement, to insure the faithful performance by VERIZON WIRELESS of all of the covenants, terms and conditions of this Agreement. Such bond shall provide for thirty (30) Days prior written notice to the City of cancellation or material change thereof. If the bond is cancelled or not extended, VERIZON WIRELESS shall replace it with another at least ten (10) Days prior to expiration and if VERIZON WIRELESS fails to do so the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as a security deposit. Any unused portion of any such Security Deposit shall be returned to VERIZON WIRELESS upon replacement of the bond or deposit of cash security in the full amount required.

8.0 WORK STANDARDS

8.1 Performance of Work. VERIZON WIRELESS shall exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all

reasonable steps to safeguard and maintain in a clean and workmanlike manner, all work site areas, including, without limitation, the areas around City Poles, City Property Poles and City-owned infrastructure. All work VERIZON WIRELESS undertakes in the Public Rights-of-Ways and other City-owned Property pursuant to this Agreement shall at all times be performed by workers in accordance with generally accepted industry practice and in compliance with all Laws.

8.2 Work Plan. Prior to performing any work on Wireless Facilities subject to this Agreement within the Public Rights-of Way, VERIZON WIRELESS shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed in the Public Rights-of-Way ("Work Plan") to the Commissioner for review. In addition, prior to conducting any work in the Public Rights-of-Way, VERIZON WIRELESS shall provide to the City a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a Day, seven (7) Days a week, problems or complaints resulting, directly or indirectly, from the Wireless Facilities installed pursuant to this Agreement. As soon as is reasonably practical following installation of Wireless Facilities, VERIZON WIRELESS shall deliver as-built drawings to the Commissioner.

8.3 No Underground Work. VERIZON WIRELESS hereby represents, warrants and covenants that, except (i) to the extent associated with the installation of an Approved Wireless Facility entailing replacement of a City Pole, City Property Pole, or Non-City Pole as authorized under this Agreement, or (ii) to the limited and minimum extent necessary in order to connect fiber optic cable and power service from its Wireless Facilities to the fiber optic and electrical power facilities already present in the City's public ways, or which may be installed in the ways by others in the future, and with the express approval of PIC staff or (iii) as otherwise expressly approved by PIC, VERIZON WIRELESS shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work within the Public Rights-Of-Way or other City owned property in connection with the installation of its Wireless Facilities under this Agreement. VERIZON WIRELESS further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

8.4 Repair or Replacement of Damaged Facilities or Property. Upon written request, VERIZON WIRELESS agrees to repair or replace, to the City's reasonable satisfaction based on standards equivalent to those the City requires of any other similarly situated party, any City-owned facilities or City-owned Property that the City determines has been damaged, destroyed, defaced or otherwise injured as a result of work performed by VERIZON WIRELESS under this Agreement. VERIZON WIRELESS shall perform such work at no expense to the City, except to the extent such damage, destruction, defacement, or injury was caused by the gross negligence or willful misconduct of the City or a third party.

8.5 Modification of Work Plans. If during the term of this Agreement, the Commissioner determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by VERIZON WIRELESS with respect to a

particular Wireless Facility the Commissioner shall have the authority to identify, specify and delineate the modification or departure required, and VERIZON WIRELESS shall perform the work allowed under this Agreement as revised by the Commissioner's specified modification or departure, at VERIZON WIRELESS' sole expense. The Commissioner shall provide VERIZON WIRELESS with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which VERIZON WIRELESS shall make, complete or maintain the modification or departure required.

9.0 TERMINATION

9.1 Termination upon Notice in Certain Circumstances. In addition to all other remedies provided by Law or in equity, either party ("Non-Defaulting Party") may terminate this Agreement upon written notice to the other party ("Defaulting Party") in the event that the Defaulting Party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with ninety (90) Days from the date of the notice to cure the failure to perform or comply and if within such time the Defaulting Party cures its failure to perform to the Non-Defaulting Party's reasonable satisfaction, the termination shall not take effect. If the Defaulting Party is unable to cure such failure to perform or comply within the time provided for such cure, the Non-Defaulting Party shall extend the time for cure so long as the Defaulting Party continues to diligently pursue such cure and then the termination shall not take effect until such time, if any, as the Defaulting Party has failed to cure to the reasonable satisfaction of the Non-Defaulting Party and is no longer diligently pursuing such cure.

9.2 Termination for Breach of Insurance Obligations. In addition to all other remedies provided by Law or in equity, the City may terminate this Agreement upon written notice to VERIZON WIRELESS in the event that VERIZON WIRELESS has failed to perform any of its material obligations under Article 6 of this Agreement; provided, however, that such termination is effective six (6) Business Days after such notice, and further provided that if VERIZON WIRELESS cures all of its failures to perform in compliance with Article 6 of this Agreement to the City's reasonable satisfaction, before the termination becomes effective, the termination shall not take effect.

9.3 In the event that the parties are unable to negotiate a Reset Attachment Fee, pursuant to Section 7.1.8 or 7.1.9, either party may terminate this Agreement upon written notice to the other party, provided, however, that such termination is effective sixty (60) days after such notice, and provided further that the right to terminate this Agreement under this Section 9.3 must be exercised before January 1 of each respective Reset Year.

9.4 Notwithstanding Sections 3.9 and 9.5, if this Agreement is terminated by either party pursuant to Section 9.3, the effect of such termination shall be only to prevent VERIZON WIRELESS from installing new Wireless Facilities pursuant to this Agreement, and this Agreement shall otherwise remain in full force and effect with respect to any Approved Wireless Facilities on City Poles, City Property Poles or other City-owned infrastructure that have already been installed pursuant to this Agreement, and any Approved Wireless Facilities on City Poles, City Property Poles or other City–owned infrastructure that have been approved by the Commissioner but not yet installed.

9.5 Effect of Termination. In the event of termination of this Agreement, VERIZON WIRELESS shall immediately cease all work being performed under this Agreement, excepting only that work necessary for VERIZON WIRELESS to remove all Wireless Facilities installed on City Poles, City Property Poles, or other City-owned infrastructure pursuant to this Agreement as provided in Section 3.9. Termination of this Agreement by the City, as herein provided, shall constitute the withdrawal of the consent or authorization of the City for VERIZON WIRELESS to perform any construction or other work under this Agreement in the Public Rights-of-Way or on City-owned Property excepting only that work necessary for VERIZON WIRELESS to remove all Wireless Facilities from City Poles, City Property Poles, or other City-owned infrastructure and leave all work site areas in a clean and safe condition and in accordance with Article 3, or as the City may otherwise expressly provide. Upon any such early termination, the City shall promptly remit to VERIZON WIRELESS a prorated portion of the annual Attachment Fee paid to the City in accordance with Section 7.1.5. Termination or expiration of this Agreement shall not preclude VERIZON WIRELESS from maintaining or modifying existing Wireless Facilities on Non-City Poles within the Public Rights-of-Way, subject to applicable laws.

10.0 NOTICES

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

City of Boston

City of Boston

Department of Innovation and Technology

City Hall Room 715

Boston, MA 02201

Attn: Mike Lynch

VERIZON WIRELESS

Cellco Partnership d/b/a Verizon Wireless

180 Washington Valley Road

Bedminster, NJ 07921

Attn: Network Real Estate

With a Copy to:

Cellco Partnership d/b/a Verizon Wireless

100 Southgate Parkway

Morristown, NJ 07960

Attn: Market General Counsel – Northeast Market

or to such other address as either the City or VERIZON WIRELESS may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) Days prior to the effective date of such change. Any notice under this Section shall be deemed to have been given two (2) Days after the date when it is mailed if sent by first-class or certified mail, return receipt requested, postage prepaid, one (1) Day after the date it is made if sent by commercial overnight courier, or upon the date personal delivery is made.

11.0 COMPLIANCE WITH LAWS

11.1 VERIZON WIRELESS shall comply with all present and future Laws to the extent applicable to the Services and the Wireless Facilities authorized pursuant to this Agreement.

11.2 All Wireless Facilities installed pursuant to this Agreement shall be constructed to comply with all applicable lawful federal, state and local construction requirements.

12.0 ASSIGNMENT

12.1 Assignment by VERIZON WIRELESS. Neither this Agreement nor any part of VERIZON WIRELESS' rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of VERIZON WIRELESS under this Agreement to a parent, subsidiary, successor, or financially viable affiliate, or to any entity which acquires all or substantially all of VERIZON WIRELESS' assets in a market defined by the FCC in which Boston, Massachusetts is located, by reason of a merger, acquisition or

other business reorganization, shall not be deemed an assignment for the purposes of this Agreement, provided that VERIZON WIRELESS delivers to the City the following: (1) a Bond issued in the name of the transferee; (2) an Assignment and Assumption Agreement between the City and the transferee; and (3) a Certificate of Insurance naming the transferee as insured. In the event VERIZON WIRELESS files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code. An assignment of this Agreement is only enforceable against the City if VERIZON WIRELESS or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the approval of the Bankruptcy Court. The City hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any Person or entity to which the Bankruptcy Court approves the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of VERIZON WIRELESS arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the City, shall be the exclusive property of the City, and shall not constitute property of the VERIZON WIRELESS or of the estate of VERIZON WIRELESS within the meaning of the Bankruptcy Code.

12.2 Prohibition on Sublicense by VERIZON WIRELESS. Except to a parent, subsidiary, successor, or financially viable affiliate, or to any entity which acquires all or substantially all of VERIZON WIRELESS' assets in a market defined by the FCC in which Boston, Massachusetts is located, by reason of a merger, acquisition or other business reorganization, VERIZON WIRELESS is prohibited from sublicensing any of its rights under this Agreement, including, but not limited to, its right to install Approved Wireless Facilities on poles and City-owned infrastructure, without the express written consent of the City. This restriction on sublicensing is not intended to prevent other parties such as, without limitation, resellers and providers of data services, from using VERIZON WIRELESS Wireless Facilities or Services.

12.3 Rights Upon Sale by City. If, at any time during the Term of this Agreement, the City decides: (i) to sell or transfer all or any part of the City Poles, City Property Poles or other City-owned infrastructure containing or having the potential to contain Wireless Facilities, or the underlying portions of the Right-of-Way or City property to a purchaser other than VERIZON WIRELESS, or (ii) to grant to a third party by easement or other legal instrument an interest in City Poles, City Property Poles or other City-owned infrastructure for any purpose, that sale or grant of an easement or interest therein shall be subject to VERIZON WIRELESS' rights under this Agreement, and any such purchaser or transferee must recognize such rights.

13.0 MISCELLANEOUS

13.1 Amendments. Neither this Agreement nor any of its term or provisions may be changed, waived, discharged or terminated, except by a written instrument signed by both of the parties.

13.2 Representations and Warranties. The Person executing this Agreement on behalf of VERIZON WIRELESS does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) VERIZON WIRELESS is a duly authorized and existing Delaware general partnership, has and is qualified to do business in the Commonwealth of Massachusetts, and has full right and authority to enter into this Agreement, (b) the person signing on behalf of VERIZON WIRELESS is authorized to do so and (c) the Wireless Facilities installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the City's written request, VERIZON WIRELESS shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties.

13.3 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters it concerns, and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

13.4 Severability. If any provision of this Agreement or its application to any Person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each other provision of this Agreement shall continue to be valid and be enforceable to the fullest extent permitted by Law.

13.5 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the Commonwealth of Massachusetts.

13.6 Entire Agreement. This instrument (including the exhibits which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

13.7 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

13.8 Cumulative Remedies. All rights and remedies of either party set forth in this Agreement shall be cumulative, except as the Agreement may otherwise provide.

13.9 Relationship of Parties. The City is not, and none of the provisions in this Agreement shall be deemed to render the City, a partner in VERIZON WIRELESS' business, or joint venturer or member in any joint enterprise with VERIZON WIRELESS. Neither party shall act as the agent of the other party in any respect under this Agreement, and neither party shall have any authority to commit or bind the other party without such party's prior written consent. This Agreement is not intended nor shall

it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

13.10 Non-Discrimination. VERIZON WIRELESS agrees and shall require all agents conducting business in Massachusetts on its behalf to agree not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age in connection with this agreement. In addition, VERIZON WIRELESS shall require all agents to post in a conspicuous place all relevant notices and posters to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Law of the Commonwealth.

13.11 Unless, and only to the extent, specifically stated in this Agreement, nothing in this Agreement is intended or shall be interpreted to waive, limit, or abridge any rights VERIZON WIRELESS has under state or federal laws or regulations by virtue of its status as a federally licensed wireless services provider, or otherwise, with respect to the installation and operation of Wireless Facilities within or outside of the Public Rights-of-Way. If, after the Term Commencement Date there is (i) a change in Law that changes the nature or extent of the obligations that the City may require from or impose upon a party attaching to Non-City Poles, or (ii) a change in Law or an agreement between the City and another wireless service provider that contains more favorable provisions for the approval of Wireless Facilities such that the terms of this Agreement place VERIZON WIRELESS at a material competitive disadvantage to other wireless service providers, the City agrees that notwithstanding any other provision of law or this Agreement, then upon VERIZON WIRELESS' written notice, VERIZON WIRELESS and the City shall, within thirty (30) days of the City's receipt of such notice, commence negotiations to modify this Agreement to conform to such change in Law or such other agreement.

13.12 To the extent that VERIZON WIRELESS provides information that is "trade secrets or commercial or financial information" exempt from public disclosure pursuant to G.L. c. 4 §7(26)(g), the City agrees that this information may not be disclosed to any Person other than those City officials, employees, attorneys, and agents who have a need to know and are subject to this confidentiality requirement. The City agrees to protect the confidentiality of such Confidential Information to the extent permitted under applicable law and to notify VERIZON WIRELESS promptly if a third party seeks access to any Confidential Information.

SIGNATURES ON NEXT PAGE

CELLCO PARTNERSHIP d/b/a

VERIZON WIRELESS

By: Lynn Ramsey
Its: Vice President, Field Network

Date: 3/31/16

CITY OF BOSTON

By: Jascha Franklin-Hodge
Its: Duly Authorized
Chief Information Officer

Date:

APPROVED AS TO FORM

By:

14566278.14

CELLCO PARTNERSHIP d/b/a

VERIZON WIRELESS

_____

By: Lynn Ramsey
Its: Vice President, Field Network

Date:_____

CITY OF BOSTON

_____

By: Jascha Franklin-Hodge
Its: Duly Authorized
Chief Information Officer

Date: 2016-03-31

APPROVED AS TO FORM

By: _____
Eugene L. O'Flaherty CL
Corporate Counsel

EXHIBIT A

SCHEDULE OF ARCHITECTURALLY AND HISTORICALLY SIGNIFICANT LIGHT POLE DESIGNS

AND

DISTRICTS SUBJECT TO SPECIAL HISTORICAL OR DESIGN CONTROLS

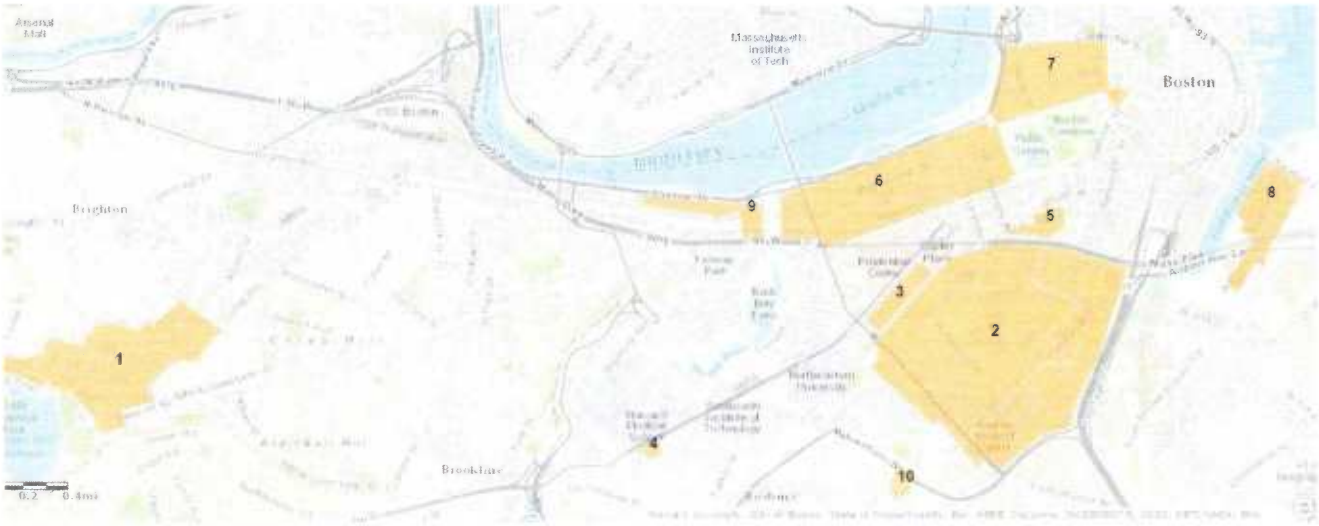
1) **Link to City of Boston Landmark & Historic Location Designations**

   http://www.cityofboston.gov/landmarks/process.asp

2) **List of Designated Boston Landmarks:**

   http://www.cityofboston.gov/images_documents/PETDESIG_JAN2014_tcm3-40308.pdf

3) **Map of City of Boston Historical Districts - Overview**



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4) Aberdeen Architectural Conservation District

5) South End Historical Landmark & Protection Area

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6) St. Botolph Street Architectural Conservation District

7) Mission Hill Architectural Conservation District

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8) Bay Village Historical Area

9) Back Bay Architectural District

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10) Historic Beacon Hill District

11) Fort Point Channel Landmark District and Protection Area

12) Bay State Road/Back Bay West Architectural Conservation District

No Map

13) Eustis Street Architectural Conservation District

No Map

14) Street Names within Architectural and Conservation Districts.

Street Name	Type	Neighborhood	ZIP Code
Acorn	ST	Boston	02108
Beacon	ST	Boston	02108
Beaver	PL	Boston	02108
Beaver	ST	Boston	02108
Branch	ST	Boston	02108
Brimmer	ST	Boston	02108
Byron	ST	Boston	02108
Cedar	ST	Boston	02108
Cedar Lane	WAY	Boston	02108
Chestnut	ST	Boston	02108
David G Mugar	WAY	Boston	02108
James J Storrow Memorial	DR	Boston	02108
Joy	PL	Boston	02108
Joy	ST	Boston	02108
Lime	ST	Boston	02108
Louisburg	SQ	Boston	02108
Mount Vernon	ST	Boston	02108
Mount Vernon	PL	Boston	02108
Mount Vernon	SQ	Boston	02108
Otis	PL	Boston	02108
Park	ST	Boston	02108
Park Street	PL	Boston	02108
Public Alley No. 303		Boston	02108
Spruce	CT	Boston	02108
Spruce	ST	Boston	02108
Spruce	PL	Boston	02108
Walnut	ST	Boston	02108
Willow	ST	Boston	02108
Harrison	AVE	Boston	02111
Washington	ST	Boston	02111
Anderson	ST	Boston	02114
Anderson	PL	Boston	02114
Bellingham	PL	Boston	02114
Cedar	ST	Boston	02114
Cedar Lane	WAY	Boston	02114
Champney	PL	Boston	02114
Charles	ST	Boston	02114
Charles River	SQ	Boston	02114
Charlesbank	RD	Boston	02114

Chestnut	ST	Boston	02114
Coburn	CT	Boston	02114
Coolidge	AVE	Boston	02114
David G Mugar	WAY	Boston	02114
Derne	ST	Boston	02114
Garden	ST	Boston	02114
Garden Street Arch		Boston	02114
Goodwin	PL	Boston	02114
Grove	ST	Boston	02114
Grove	SQ	Boston	02114
Grove	PL	Boston	02114
Hancock	ST	Boston	02114
Hill	PL	Boston	02114
Holmes	ALY	Boston	02114
Irving	ST	Boston	02114
Joy	ST	Boston	02114
Lindall	PL	Boston	02114
Lindall	CT	Boston	02114
Mount Vernon	ST	Boston	02114
Myrtle	ST	Boston	02114
Phillips	CT	Boston	02114
Phillips	ST	Boston	02114
Pinckney	ST	Boston	02114
Primus	AVE	Boston	02114
Public Alley No. 301		Boston	02114
Putnam	AVE	Boston	02114
RAMP - DAVID G MUGAR WAY TO CH		Boston	02114
Revere	ST	Boston	02114
Ridgeway	LN	Boston	02114
River	ST	Boston	02114
River Street	PL	Boston	02114
Rollins	PL	Boston	02114
Russell	ST	Boston	02114
Sentry Hill	PL	Boston	02114
Silver	PL	Boston	02114
Smith	CT	Boston	02114
Strong	PL	Boston	02114
Temple	ST	Boston	02114
Thompson's	CT	Boston	02114
Albemarle	ST	Boston	02115
Albemarle	CT	Boston	02115

Albemarle	TER	Boston	02115
Back	ST	Boston	02115
Beacon	ST	Boston	02115
Blackwood	ST	Boston	02115
Claremont	ST	Boston	02115
Commonwealth	AVE	Boston	02115
Cumberland	ST	Boston	02115
Durham	ST	Boston	02115
Gloucester	ST	Boston	02115
Hereford	ST	Boston	02115
Marlborough	ST	Boston	02115
Massachusetts	TPKE	Boston	02115
Massachusetts	AVE	Boston	02115
Newbury	ST	Boston	02115
Public Alley No. 403		Boston	02115
Public Alley No. 414		Boston	02115
Public Alley No. 415		Boston	02115
Public Alley No. 428		Boston	02115
Public Alley No. 429		Boston	02115
Public Alley No. 430		Boston	02115
Public Alley No. 431		Boston	02115
Public Alley No. 443		Boston	02115
Public Alley No. 444		Boston	02115
Public Alley No. 905		Boston	02115
Public Alley No. 908		Boston	02115
Saint Botolph	ST	Boston	02115
Appleton	ST	Boston	02116
Arlington	ST	Boston	02116
Back	ST	Boston	02116
Bay	ST	Boston	02116
Beacon	ST	Boston	02116
Berkeley	ST	Boston	02116
Braddock	PARK	Boston	02116
Broadway	ST	Boston	02116
Canton	ST	Boston	02116
Carleton	ST	Boston	02116
Cazenove	ST	Boston	02116
Cedar	PL	Boston	02116
Chandler	ST	Boston	02116
Charles	ST	Boston	02116
Church	ST	Boston	02116
Clarendon	ST	Boston	02116

Cocoanut Grove	LN	Boston	02116
Columbus	AVE	Boston	02116
Columbus	SQ	Boston	02116
Commonwealth	AVE	Boston	02116
Cortes	ST	Boston	02116
Dartmouth	ST	Boston	02116
David G Mugar	WAY	Boston	02116
Dingley	PL	Boston	02116
Edgerly	PL	Boston	02116
Exeter	ST	Boston	02116
Exeter	PLZ	Boston	02116
Fairfield	ST	Boston	02116
Fayette	ST	Boston	02116
Follen	ST	Boston	02116
Garrison	ST	Boston	02116
Gray	ST	Boston	02116
Holyoke	ST	Boston	02116
Isabella	ST	Boston	02116
James J Storrow Memorial	DR	Boston	02116
Jefferson	ST	Boston	02116
Knox	ST	Boston	02116
Lawrence	ST	Boston	02116
Lincoln	PL	Boston	02116
Lyndeboro	PL	Boston	02116
Marlborough	ST	Boston	02116
Melrose	ST	Boston	02116
Montgomery	PARK	Boston	02116
Montgomery	ST	Boston	02116
Newbury	ST	Boston	02116
Newton	ST	Boston	02116
Pembroke	ST	Boston	02116
Piedmont	ST	Boston	02116
Public Alley No. 416		Boston	02116
Public Alley No. 417		Boston	02116
Public Alley No. 418		Boston	02116
Public Alley No. 419		Boston	02116
Public Alley No. 420		Boston	02116
Public Alley No. 421		Boston	02116
Public Alley No. 422		Boston	02116
Public Alley No. 423		Boston	02116
Public Alley No. 424		Boston	02116
Public Alley No. 425		Boston	02116

Public Alley No. 426		Boston	02116
Public Alley No. 427		Boston	02116
Public Alley No. 432		Boston	02116
Public Alley No. 433		Boston	02116
Public Alley No. 434		Boston	02116
Public Alley No. 435		Boston	02116
Public Alley No. 436		Boston	02116
Public Alley No. 437		Boston	02116
Public Alley No. 438		Boston	02116
Public Alley No. 439		Boston	02116
Public Alley No. 440		Boston	02116
Public Alley No. 441		Boston	02116
Public Alley No. 442		Boston	02116
Public Alley No. 539		Boston	02116
Public Alley No. 542		Boston	02116
Public Alley No. 543		Boston	02116
Public Alley No. 543		Boston	02116
RAMP - STORROW DRIVE TO CLAREN		Boston	02116
Saint Botolph	ST	Boston	02116
Saint Charles	ST	Boston	02116
Shawmut	AVE	Boston	02116
Shawmut	ST	Boston	02116
Tremont	ST	Boston	02116
Warren	AVE	Boston	02116
Warrenton	PL	Boston	02116
Winchester	ST	Boston	02116
Yarmouth	ST	Boston	02116
Yarmouth	PL	Boston	02116
Aguadilla	ST	Boston	02118
Albany	ST	Boston	02118
Andrews	ST	Boston	02118
Berkeley	ST	Boston	02118
Biosquare	DR	Boston	02118
Bond	ST	Boston	02118
Bradford	ST	Boston	02118
Briggs	PL	Boston	02118
Brookline	ST	Boston	02118
Brookline	GDNS	Boston	02118
Canton	PL	Boston	02118
Canton	ST	Boston	02118
Canton	CT	Boston	02118

Castle	CT	Boston	02118
Chester	PARK	Boston	02118
Claremont	ST	Boston	02118
Claremont	PARK	Boston	02118
Clarendon	ST	Boston	02118
Columbus	AVE	Boston	02118
Concord	SQ	Boston	02118
Concord	PL	Boston	02118
Concord	ST	Boston	02118
Cumston	ST	Boston	02118
Cumston	PL	Boston	02118
Dartmouth	ST	Boston	02118
Deacon	ST	Boston	02118
Deblois	ST	Boston	02118
Dedham	ST	Boston	02118
Drapers	LN	Boston	02118
Dwight	ST	Boston	02118
Dwight	ST	Boston	02118
Emerald	CT	Boston	02118
Father Francis J Gilday	ST	Boston	02118
Fay	ST	Boston	02118
Frontage	RD	Boston	02118
Hanson	ST	Boston	02118
Harrison	AVE	Boston	02118
Harrison Archways		Boston	02118
Haven	ST	Boston	02118
Herald	ST	Boston	02118
Ivanhoe	ST	Boston	02118
Malden	ST	Boston	02118
Massachusetts	AVE	Boston	02118
Milford	ST	Boston	02118
Millicent	WAY	Boston	02118
Monsignor Reynolds	CT	Boston	02118
Monsignor Reynolds	WAY	Boston	02118
Mystic	ST	Boston	02118
New Hope	WAY	Boston	02118
Newcastle	CT	Boston	02118
Newland	PL	Boston	02118
Newland	ST	Boston	02118
Newton	ST	Boston	02118
Paul	PL	Boston	02118
Paul Sullivan	WAY	Boston	02118

Pelham	ST	Boston	02118
Pelham	TER	Boston	02118
Pembroke	ST	Boston	02118
Perry	ST	Boston	02118
Plympton	ST	Boston	02118
Public Alley No. 502		Boston	02118
Public Alley No. 503		Boston	02118
Public Alley No. 701		Boston	02118
Public Alley No. 705		Boston	02118
Public Alley No. 706		Boston	02118
Public Alley No. 710		Boston	02118
Public Alley No. 714		Boston	02118
Public Alley No. 715		Boston	02118
Public Alley No. 716		Boston	02118
Public Alley No. 716		Boston	02118
Public Alley No. 718		Boston	02118
Public Alley No. 719		Boston	02118
Randolph	ST	Boston	02118
Ringgold	ST	Boston	02118
Rollins	ST	Boston	02118
Rutland	ST	Boston	02118
Rutland	SQ	Boston	02118
Saint George	ST	Boston	02118
San Juan	ST	Boston	02118
Shawmut	AVE	Boston	02118
Springfield	ST	Boston	02118
Stoughton	ST	Boston	02118
Taylor	ST	Boston	02118
Thayer	ST	Boston	02118
Thorn	ST	Boston	02118
Traveler	ST	Boston	02118
Tremont	ST	Boston	02118
Union	PARK	Boston	02118
Union Park	ST	Boston	02118
Upton	ST	Boston	02118
Village	CT	Boston	02118
Waltham	ST	Boston	02118
Ward	WAY	Boston	02118
Wareham	ST	Boston	02118
Washington	ST	Boston	02118
Waterford	ST	Boston	02118
Wellington	ST	Boston	02118

Wilkes	PSGE	Boston	02118
William E Mullins	WAY	Boston	02118
Worcester	ST	Boston	02118
Worcester	SQ	Boston	02118
Biosquare	DR	Roxbury	02118
Columbus	AVE	Roxbury	02118
Comet	PL	Roxbury	02118
Gage	ST	Roxbury	02118
Hampton	CT	Roxbury	02118
Harrison	AVE	Roxbury	02118
Melnea Cass	BLVD	Roxbury	02118
Northampton	ST	Roxbury	02118
Parmelee	ST	Roxbury	02118
Public Alley No. 802		Roxbury	02118
Public Alley No. 804		Roxbury	02118
Shawmut	AVE	Roxbury	02118
Trask	ST	Roxbury	02118
Tremont	ST	Roxbury	02118
Washington	ST	Roxbury	02118
Albany	ST	South Boston	02118
Dade	ST	Roxbury	02119
Eustis	ST	Roxbury	02119
Melnea Cass	BLVD	Roxbury	02119
Renfrew	ST	Roxbury	02119
Washington	ST	Roxbury	02119
Williams	ST	Roxbury	02119
Wigglesworth	ST	Roxbury	02120
Worthington	ST	Roxbury	02120
Massachusetts	TPKE	South Boston	02127
RAMP - RT 90 WB TO RT 93		South Boston	02127
Summer	ST	South Boston	02127
Beacon	ST	Boston	02133
Ayr	RD	Allston-Brighton	02135
Beacon	ST	Allston-Brighton	02135
Braemore	RD	Allston-Brighton	02135
Chestnut Hill	AVE	Allston-Brighton	02135
Chestnut Hill	DR	Allston-Brighton	02135
Chiswick	RD	Allston-Brighton	02135
Claymoss	RD	Allston-Brighton	02135
Colborne	RD	Allston-Brighton	02135
Colliston	RD	Allston-Brighton	02135
Commonwealth	AVE	Allston-Brighton	02135

Corey	RD	Allston-Brighton	02135
Cummings	RD	Allston-Brighton	02135
Egremont	RD	Allston-Brighton	02135
Englewood	AVE	Allston-Brighton	02135
Euston	RD	Allston-Brighton	02135
Foster	ST	Allston-Brighton	02135
Gerald	RD	Allston-Brighton	02135
Greycliff	RD	Allston-Brighton	02135
Kilsyth	TER	Allston-Brighton	02135
Kilsyth	RD	Allston-Brighton	02135
Kinross	RD	Allston-Brighton	02135
Kirkwood	RD	Allston-Brighton	02135
Lanark	RD	Allston-Brighton	02135
Leamington	RD	Allston-Brighton	02135
Lothian	RD	Allston-Brighton	02135
Mount Hood	RD	Allston-Brighton	02135
Nottingham	PATH	Allston-Brighton	02135
Orchard	RD	Allston-Brighton	02135
Orkney	RD	Allston-Brighton	02135
Prendergast	AVE	Allston-Brighton	02135
Ransom	RD	Allston-Brighton	02135
Selkirk	RD	Allston-Brighton	02135
Sidlaw	RD	Allston-Brighton	02135
South	ST	Allston-Brighton	02135
Strathmore	RD	Allston-Brighton	02135
Sutherland	RD	Allston-Brighton	02135
Wallingford	RD	Allston-Brighton	02135
Williston	RD	Allston-Brighton	02135
Wilson	PARK	Allston-Brighton	02135
A	ST	South Boston	02210
Baldwin	PL	South Boston	02210
Binford	ST	South Boston	02210
Calvin	PL	South Boston	02210
Channel Center	ST	South Boston	02210
Congress	ST	South Boston	02210
Farnsworth	ST	South Boston	02210
Iron	ST	South Boston	02210
Massachusetts	TPKE	South Boston	02210
Medallion	AVE	South Boston	02210
Melcher	ST	South Boston	02210
Mount Washington	AVE	South Boston	02210
Necco	ST	South Boston	02210

Necco	CT	South Boston	02210
Necco	PL	South Boston	02210
RAMP - RT 90 EB TO HAUL ROAD			
&		South Boston	02210
RAMP - RT 93 NB TO RT 90 EB		South Boston	02210
RT 90 EB HOV LANE		South Boston	02210
Sleeper	ST	South Boston	02210
Stillings	ST	South Boston	02210
Summer	ST	South Boston	02210
Thomson	PL	South Boston	02210
Wormwood	ST	South Boston	02210
Back	ST	Boston	02215
Bay State	RD	Boston	02215
Beacon	ST	Boston	02215
Charlesgate		Boston	02215
Commonwealth	AVE	Boston	02215
Deerfield	ST	Boston	02215
Granby	ST	Boston	02215
Harvard	BRG	Boston	02215
Marlborough	ST	Boston	02215
Massachusetts	AVE	Boston	02215
Newbury	ST	Boston	02215
Raleigh	ST	Boston	02215
RAMP - MASSACHUSETTS AVENUE			
TO		Boston	02215
Silber	WAY	Boston	02215
Evans	RD	na	02445
Orchard	RD	na	02445
Reservoir	CT	na	02445

15) <u>Historical Significant Light Pole Designs:</u>

There is approximately 2800 Gas lit lamps spread across six (6) neighborhoods;

1) South Boston
2) South End
3) North End
4) Charlestown
5) Beacon Hill (Lit 24 hours a day)
6) Bay Village

There are two (2) types of Gas Lamps;

1) Welchbach Gaslight
2) Colonial Gaslight

EXHIBIT B (Ward Map – Each Ward Considered a Neighborhood)

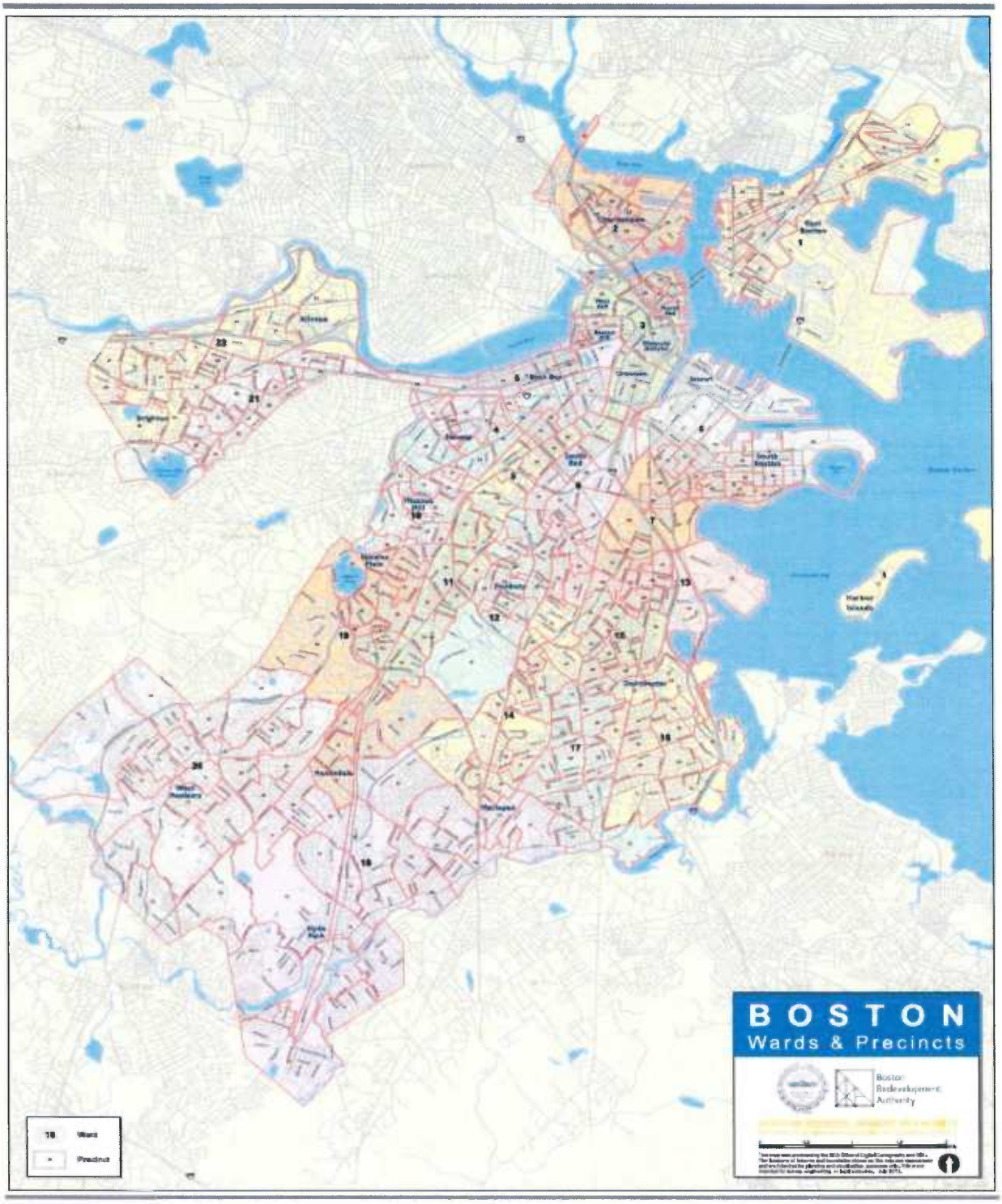
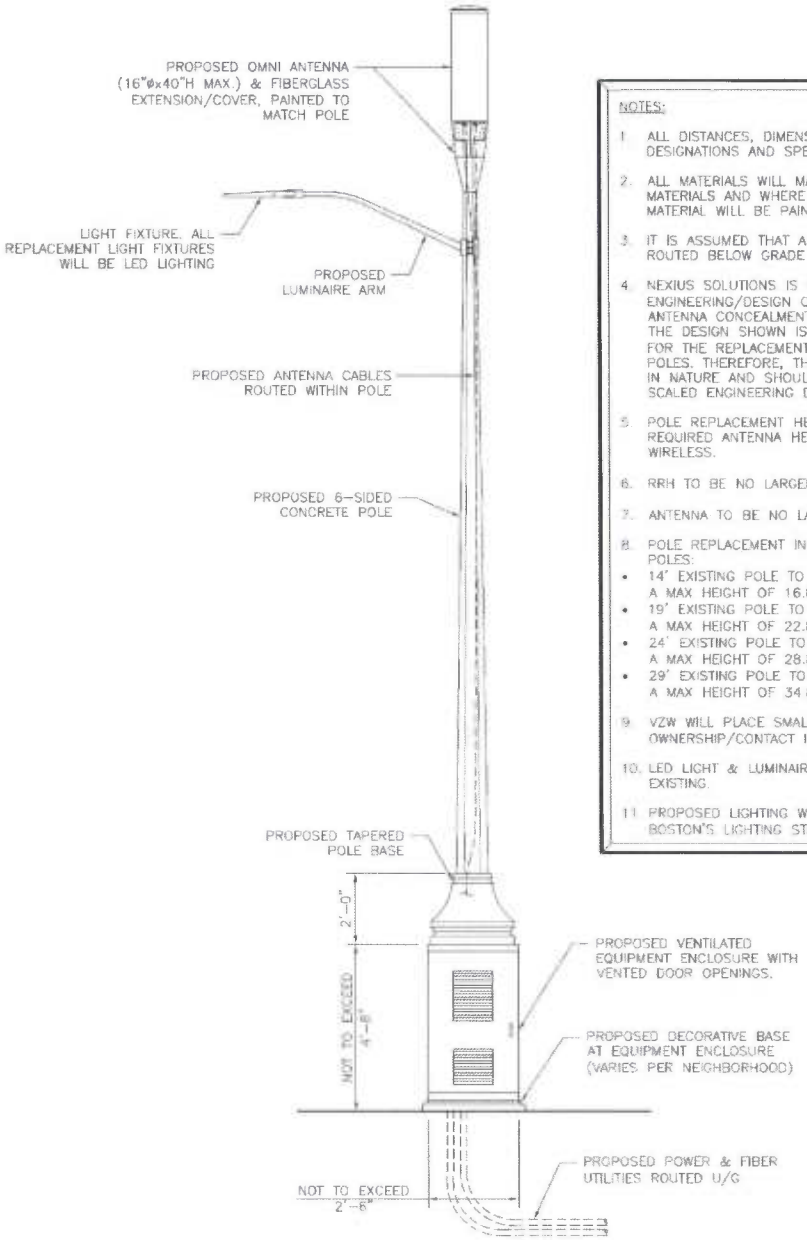


EXHIBIT X-1

SCHEDULE OF APPROVED WIRELESS FACILITIES

Facility Number	**X-1 Standard Concrete Light Pole RRH Concealment**
Attachment Types *(check all that apply and provide detail below)*	_x__ Replacement City Pole (streetlight) _x__ Replacement City Property Pole (streetlight) ___ Attach to existing City Pole (streetlight) ___ Attach to existing City Property Pole (streetlight) ___ Attach to existing City Pole (traffic signal) ____Attach to existing City Property Pole (traffic signal) ___ Attach to existing City Pole (street furniture) ___ Attach to existing City Property Pole (street furniture) ___ Attach to Non-City Pole
Attachment Type Detail	*Standard concrete light pole (existing or replacement)*
Physical Description	*Mount antenna (no more than 16" diameter and no more than 40" height) in fiberglass enclosure painted to match pole and affixed to top of pole with tapered extension. Remote radiohead, power and fiber equipment concealed within stealth expanded base, not to exceed 2.5' in width and will be painted and designed to match exterior pole.* *Pole Replacement information for all standard lightpoles* • *14' existing pole to be replaced with new pole with a max height of 16.8'* • *19' existing pole to be replaced with new pole with a max height of 22.8'* • *24' existing pole to be replaced with new pole with a max height of 28.8'* • *29' existing pole to be replaced with new pole with a max height of 34.8'*
Concealment	*Antenna contained within enclosure painted and tapered to match pole. Cables run inside pole. Remote radiohead, power and fiber equipment concealed within stealth expanded base, not to exceed 2.5' in width and 4'8" in height. A maximum of an additional 2' above enclosure will be used to add decorative tapering.*
Included Documents	*The following documents:* *A. For each Attachment Type listed or checked above, an engineering drawing of replacement pole or existing pole with attached equipment. The drawing must show the location on the pole where each component of the Wireless Facility is attached or enclosed. Drawings should depict any underground portion of the typical installation for that Attachment Type.* *B. Photo showing an example of each Attachment Type listed or checked above.* *C. Photo mockup of each Attachment Type listed or checked above showing the appearance after the Approved Wireless Facility is installed.* *Engineering drawings and photo attachments should reflect the dimensions and characteristics of a representative actual City Pole or City Property Pole of the type to which the Approved Wireless Facility design applies rather than generic examples. Where there is considerable variation among City Poles/City Property Poles of a particular type (e.g. traffic signals), drawings can show a typical installation, provided that equipment volumes and attachment locations will not vary significantly from one installation to the next in ways that are material to the City's interests.*
RF Compliance Information	X Facility conforms to information already on file ☐ information attached

Comments	



NOTES:

1. ALL DISTANCES, DIMENSIONS, LOCATIONS AND EQUIPMENT DESIGNATIONS AND SPECIFICATIONS ARE APPROXIMATE.
2. ALL MATERIALS WILL MATCH CURRENTLY EXISTING MATERIALS AND WHERE NEEDED ANY RF FRIENDLY MATERIAL WILL BE PAINTED TO MATCH.
3. IT IS ASSUMED THAT ALL PROPOSED UTILITIES WILL BE ROUTED BELOW GRADE TO THE PROPOSED INSTALLATION.
4. NEXIUS SOLUTIONS IS NOT RESPONSIBLE FOR THE ENGINEERING/DESIGN OF THE PROPOSED EQUIPMENT & ANTENNA CONCEALMENT SHOWN HEREIN. THE PURPOSE OF THE DESIGN SHOWN IS TO SHOW A CONCEPTUAL DESIGN FOR THE REPLACEMENT/MODIFICATIONS OF EXISTING LIGHT POLES. THEREFORE, THEY ARE INHERENTLY APPROXIMATE IN NATURE AND SHOULD NOT BE USED AS AN EXACT, SCALED ENGINEERING DRAWING
5. POLE REPLACEMENT HEIGHTS WILL VARY BASED ON REQUIRED ANTENNA HEIGHTS REQUESTED BY VERIZON WIRELESS.
6. RRH TO BE NO LARGER THAN 16"Wx12"Dx40"H.
7. ANTENNA TO BE NO LARGER THAN 16"øx40"H.
8. POLE REPLACEMENT INFO FOR ALL STANDARD LIGHT POLES:
   - 14' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 16.8'.
   - 19' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 22.8'
   - 24' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 28.8'
   - 29' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 34.8'
9. VZW WILL PLACE SMALL PLACARD ON POLE IDENTIFYING OWNERSHIP/CONTACT INFORMATION.
10. LED LIGHT & LUMINAIRE ARM WILL BE AT SAME HEIGHT AS EXISTING.
11. PROPOSED LIGHTING WILL CONFORM TO THE CITY OF BOSTON'S LIGHTING STANDARDS.

STANDARD CONCRETE LIGHT POLE W/ RRH CONCEALMENT

PREPARED BY:

NEXIUS

A&E OFFICE:
74 LYBERTY WAY
WESTFORD, MA 01886
T (972) 756-1892

PREPARED FOR:

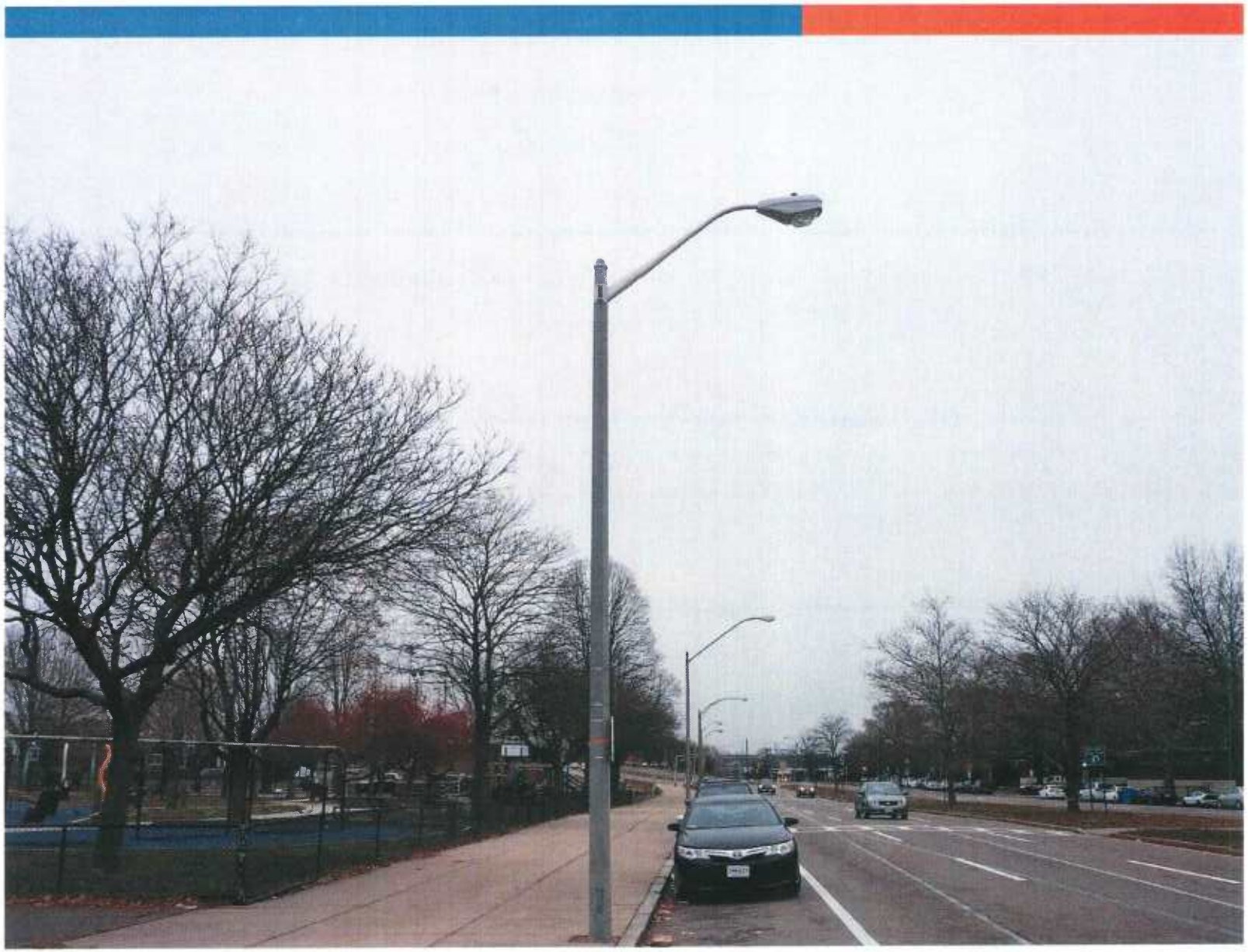
verizon wireless

SUBMITTALS

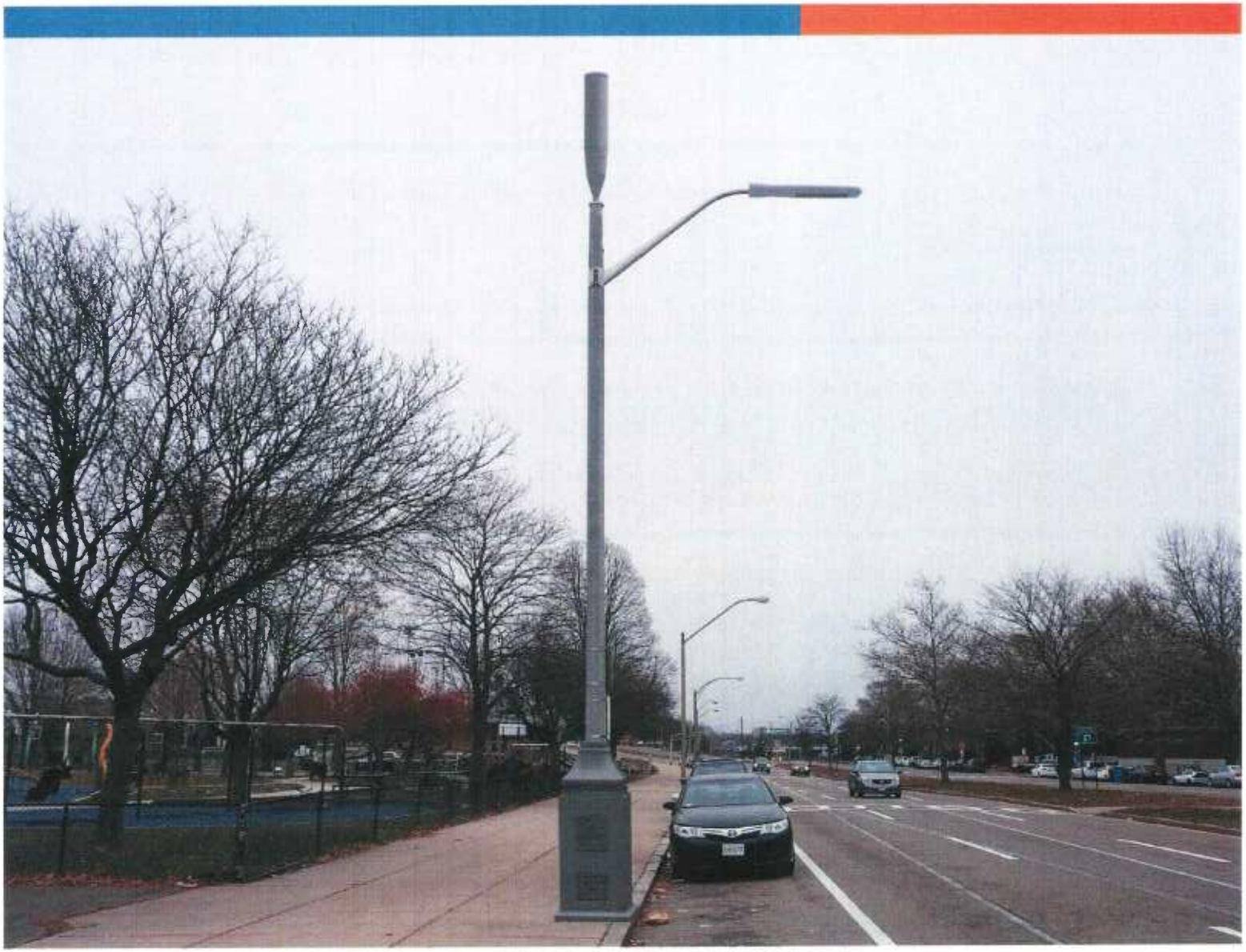
NO	DATE	DESCRIPTION	BY
A	03/22/16	FOR REVIEW	JM

SK-1

14566278.14



Existing Conditions: Standard concrete light pole.



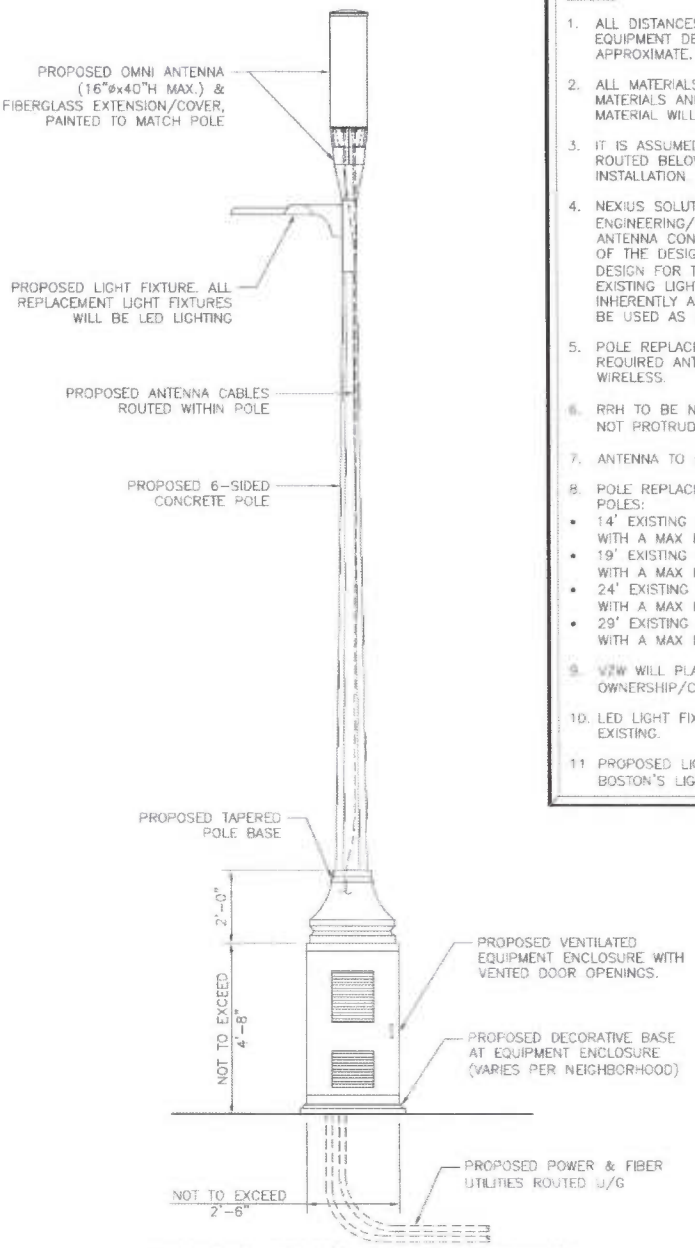
Proposed Conditions: Standard concrete light pole replacement with antenna & equipment enclosure.

EXHIBIT X-2

SCHEDULE OF APPROVED WIRELESS FACILITIES

Facility Number	**X-2 Aeriata Light Pole RRH Concealment**
Attachment Types *(check all that apply and provide detail below)*	_x_ Replacement City Pole (streetlight) _x_ Replacement City Property Pole (streetlight) __ Attach to existing City Pole (streetlight) __ Attach to existing City Property Pole (streetlight) ___ Attach to existing City Pole (traffic signal) ___ Attach to existing City Property Pole (traffic signal) ___ Attach to existing City Pole (street furniture) ___ Attach to existing City Property Pole (street furniture) ___ Attach to Non-City Pole
Attachment Type Detail	Aeriata Light Pole RRH Concealment *(existing or replacement)*
Physical Description	*Mount antenna (no more than 16" diameter and no more than 40" height) in fiberglass enclosure painted to match pole and affixed to top of pole with tapered extension. Remote radiohead, power and fiber equipment concealed within stealth expanded base, not to exceed 2.5' in width and will be painted to match exterior pole.* *Pole Replacement information for all standard lightpoles* • *14' existing pole to be replaced with new pole with a max height of 16.8'* • *19' existing pole to be replaced with new pole with a max height of 22.8'* • *24' existing pole to be replaced with new pole with a max height of 28.8'* • *29' existing pole to be replaced with new pole with a max height of 34.8'*
Concealment	*Antenna contained within enclosure painted and tapered to match pole. Cables run inside pole. Remote radiohead, power and fiber equipment concealed within stealth expanded base, not to exceed 2.5' in width and 4'8" in height. A maximum of an additional 2' above enclosure will be used to add decorative tapering.*
Included Documents	*The following documents:* *A. For each Attachment Type listed or checked above, an engineering drawing of replacement pole or existing pole with attached equipment. The drawing must show the location on the pole where each component of the Wireless Facility is attached or enclosed. Drawings should depict any underground portion of the typical installation for that Attachment Type.* *B. Photo showing an example of each Attachment Type listed or checked above.* *C. Photo mockup of each Attachment Type listed or checked above showing the appearance after the Approved Wireless Facility is installed.* *Engineering drawings and photo attachments should reflect the dimensions and characteristics of a representative actual City Pole or City Property Pole of the type to which the Approved Wireless Facility design applies rather than generic examples. Where there is considerable variation among City Poles/City Property Poles of a particular type (e.g. traffic signals), drawings can show a typical installation, provided that equipment volumes and attachment locations will not vary significantly from one installation to the next in ways that are material to the City's interests.*
RF Compliance Information	X Facility conforms to information already on file ☐ RF information attached

Comments	



AERIATA CONCRETE LIGHT POLE
W/ RRH CONCEALMENT

NOTES:

1. ALL DISTANCES, DIMENSIONS, LOCATIONS AND EQUIPMENT DESIGNATIONS AND SPECIFICATIONS ARE APPROXIMATE.
2. ALL MATERIALS WILL MATCH CURRENTLY EXISTING MATERIALS AND WHERE NEEDED ANY RF FRIENDLY MATERIAL WILL BE PAINTED TO MATCH.
3. IT IS ASSUMED THAT ALL PROPOSED UTILITIES WILL BE ROUTED BELOW GRADE TO THE PROPOSED INSTALLATION.
4. NEXIUS SOLUTIONS IS NOT RESPONSIBLE FOR THE ENGINEERING/DESIGN OF THE PROPOSED EQUIPMENT & ANTENNA CONCEALMENT SHOWN HEREIN. THE PURPOSE OF THE DESIGN SHOWN IS TO SHOW A CONCEPTUAL DESIGN FOR THE REPLACEMENT/MODIFICATIONS OF EXISTING LIGHT POLES. THEREFORE, THEY ARE INHERENTLY APPROXIMATE IN NATURE AND SHOULD NOT BE USED AS AN EXACT, SCALED ENGINEERING DRAWING.
5. POLE REPLACEMENT HEIGHTS WILL VARY BASED ON REQUIRED ANTENNA HEIGHTS REQUESTED BY VERIZON WIRELESS.
6. RRH TO BE NO LARGER THAN 16"Wx12"Dx40"H & WILL NOT PROTRUDE FROM POLE MORE THAN 1'-6"±.
7. ANTENNA TO BE NO LARGER THAN 16"ø x 40"H.
8. POLE REPLACEMENT INFO FOR ALL STANDARD LIGHT POLES:
   - 14' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 16.8'.
   - 19' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 22.8'
   - 24' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 28.8'
   - 29' EXISTING POLE TO BE REPLACED WITH NEW POLE WITH A MAX HEIGHT OF 34.8'
9. VZW WILL PLACE SMALL PLACARD ON POLE IDENTIFYING OWNERSHIP/CONTACT INFORMATION.
10. LED LIGHT FIXTURE WILL BE AT SAME HEIGHT AS EXISTING.
11. PROPOSED LIGHTING WILL CONFORM TO THE CITY OF BOSTON'S LIGHTING STANDARDS.

PREPARED BY
NEXIUS

CLIENT
verizon wireless

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	03/22/16	FOR REVIEW	JM

SHEET NO. SK-1

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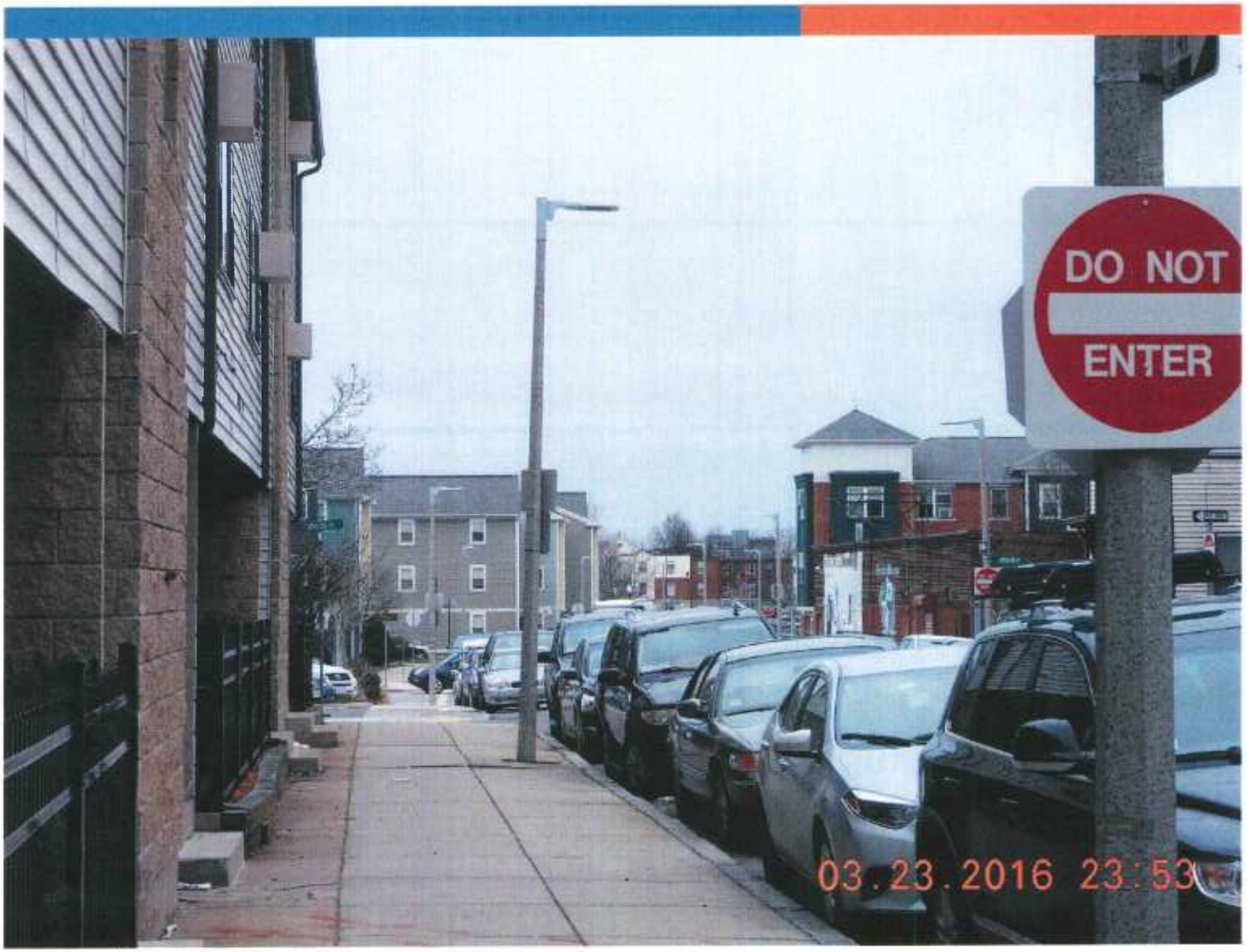
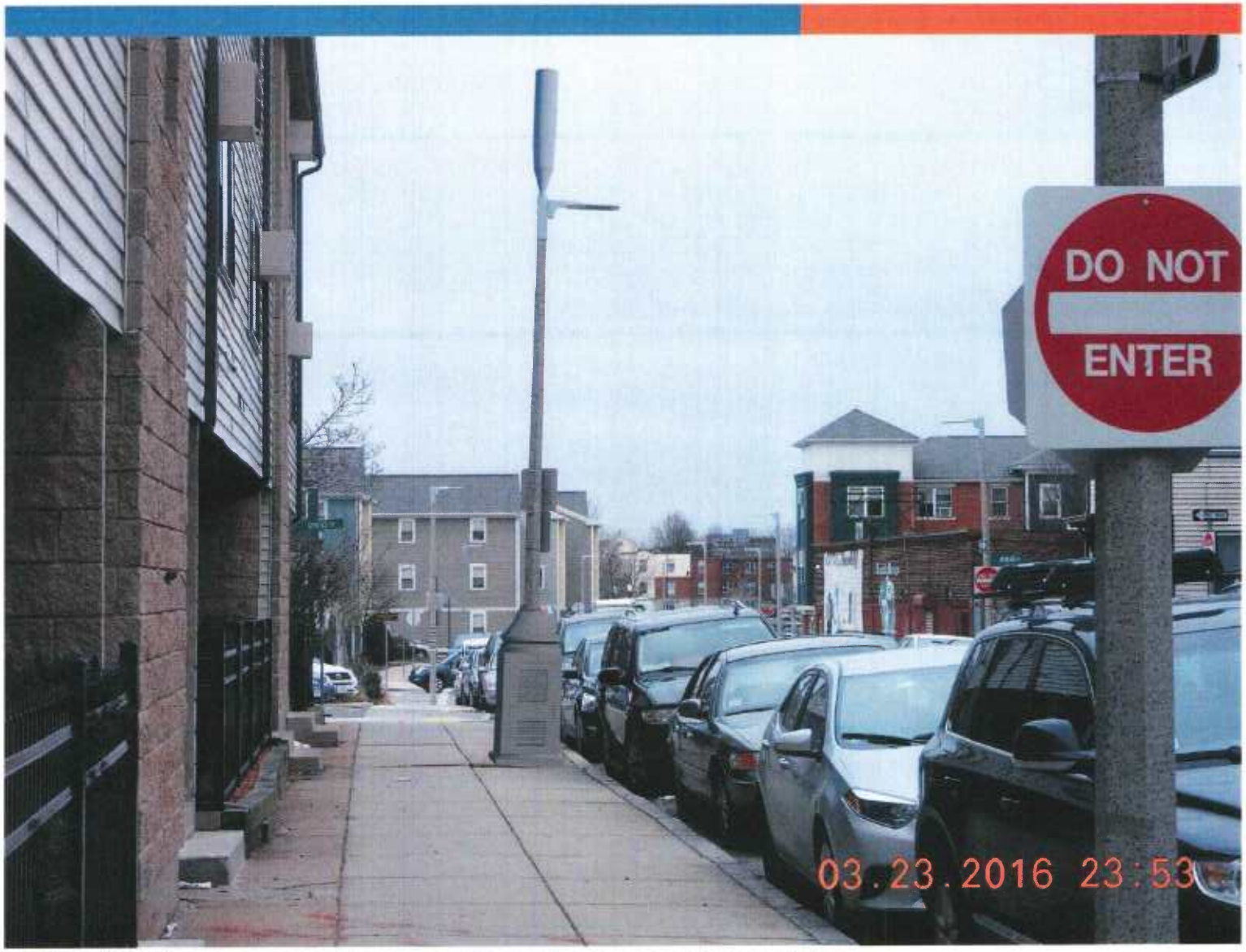


Existing Conditions: Aeriata concrete light pole.

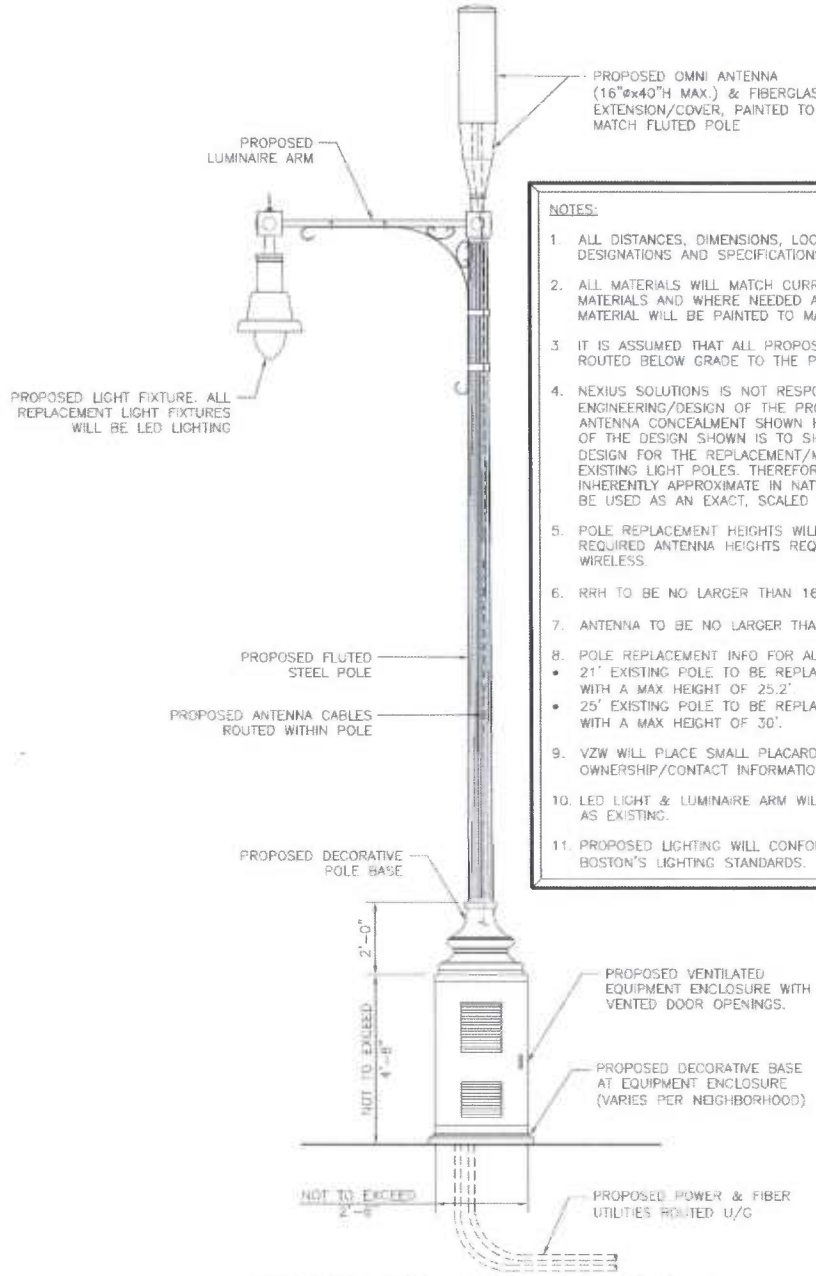


Proposed Conditions: Aeriata concrete light pole replacement with antenna & equipment enclosure.

EXHIBIT X-3

SCHEDULE OF APPROVED WIRELESS FACILITIES

Facility Number	**X-3 Pendant Light Pole RRH Concealment**
Attachment Types *(check all that apply and provide detail below)*	__x_ Replacement City Pole (streetlight) __x_ Replacement City Property Pole (streetlight) ___ Attach to existing City Pole (streetlight) ___ Attach to existing City Property Pole (streetlight) ___ Attach to existing City Pole (traffic signal) ___Attach to existing City Property Pole (traffic signal) ___ Attach to existing City Pole (street furniture) ___ Attach to existing City Property Pole (street furniture) ___ Attach to Non-City Pole
Attachment Type Detail	Pendant Light Pole RRH Concealment *(existing or replacement)*
Physical Description	*Mount antenna (no more than 16" diameter and no more than 40" height) in fiberglass enclosure painted to match pole and affixed to top of pole with tapered extension. Remote radiohead, power and fiber equipment concealed within stealth expanded base, not to exceed 2.5' in width and will be painted to match exterior pole.* *21' existing pole to be replaced with a new pole with a max height of 25.2'* *25' existing pole to be replaced with a new pole with a max height of 30'*
Concealment	*Antenna contained within enclosure painted and tapered to match pole. Cables run inside pole. Remote radiohead, power and fiber equipment concealed within stealth expanded base, not to exceed 2.5' in width and 4'8" in height. A maximum of an additional 2' above enclosure will be used to add decorative tapering.*
Included Documents	*The following documents:* *A. For each Attachment Type listed or checked above, an engineering drawing of replacement pole or existing pole with attached equipment. The drawing must show the location on the pole where each component of the Wireless Facility is attached or enclosed. Drawings should depict any underground portion of the typical installation for that Attachment Type.* *B. Photo showing an example of each Attachment Type listed or checked above.* *C. Photo mockup of each Attachment Type listed or checked above showing the appearance after the Approved Wireless Facility is installed.* *Engineering drawings and photo attachments should reflect the dimensions and characteristics of a representative actual City Pole or City Property Pole of the type to which the Approved Wireless Facility design applies rather than generic examples. Where there is considerable variation among City Poles/City Property Poles of a particular type (e.g. traffic signals), drawings can show a typical installation, provided that equipment volumes and attachment locations will not vary significantly from one installation to the next in ways that are material to the City's interests.*
RF Compliance Information	X Facility conforms to information already on file ☐ RF information attached
Comments	



NOTES:

1. ALL DISTANCES, DIMENSIONS, LOCATIONS AND EQUIPMENT DESIGNATIONS AND SPECIFICATIONS ARE APPROXIMATE.
2. ALL MATERIALS WILL MATCH CURRENTLY EXISTING MATERIALS AND WHERE NEEDED ANY RF FRIENDLY MATERIAL WILL BE PAINTED TO MATCH.
3. IT IS ASSUMED THAT ALL PROPOSED UTILITIES WILL BE ROUTED BELOW GRADE TO THE PROPOSED INSTALLATION.
4. NEXIUS SOLUTIONS IS NOT RESPONSIBLE FOR THE ENGINEERING/DESIGN OF THE PROPOSED EQUIPMENT & ANTENNA CONCEALMENT SHOWN HEREIN. THE PURPOSE OF THE DESIGN SHOWN IS TO SHOW A CONCEPTUAL DESIGN FOR THE REPLACEMENT/MODIFICATIONS OF EXISTING LIGHT POLES. THEREFORE, THEY ARE INHERENTLY APPROXIMATE IN NATURE AND SHOULD NOT BE USED AS AN EXACT, SCALED ENGINEERING DRAWING.
5. POLE REPLACEMENT HEIGHTS WILL VARY BASED ON REQUIRED ANTENNA HEIGHTS REQUESTED BY VERIZON WIRELESS.
6. RRH TO BE NO LARGER THAN 16"Wx12"Dx40"H.
7. ANTENNA TO BE NO LARGER THAN 16"øx40"H.
8. POLE REPLACEMENT INFO FOR ALL PENDANT LIGHT POLES:
   - 21' EXISTING POLE TO BE REPLACED WITH A NEW POLE WITH A MAX HEIGHT OF 25.2'
   - 25' EXISTING POLE TO BE REPLACED WITH A NEW POLE WITH A MAX HEIGHT OF 30'.
9. VZW WILL PLACE SMALL PLACARD ON POLE IDENTIFYING OWNERSHIP/CONTACT INFORMATION.
10. LED LIGHT & LUMINAIRE ARM WILL BE AT SAME HEIGHT AS EXISTING.
11. PROPOSED LIGHTING WILL CONFORM TO THE CITY OF BOSTON'S LIGHTING STANDARDS.

PENDANT LIGHT POLE - STYLE NO. 5
W/ RRH CONCEALMENT

PREPARED BY:
NEXIUS
A&E OFFICE:
7A LYBERTY WAY
WESTFORD, MA 01886
1 (972) 756-1982

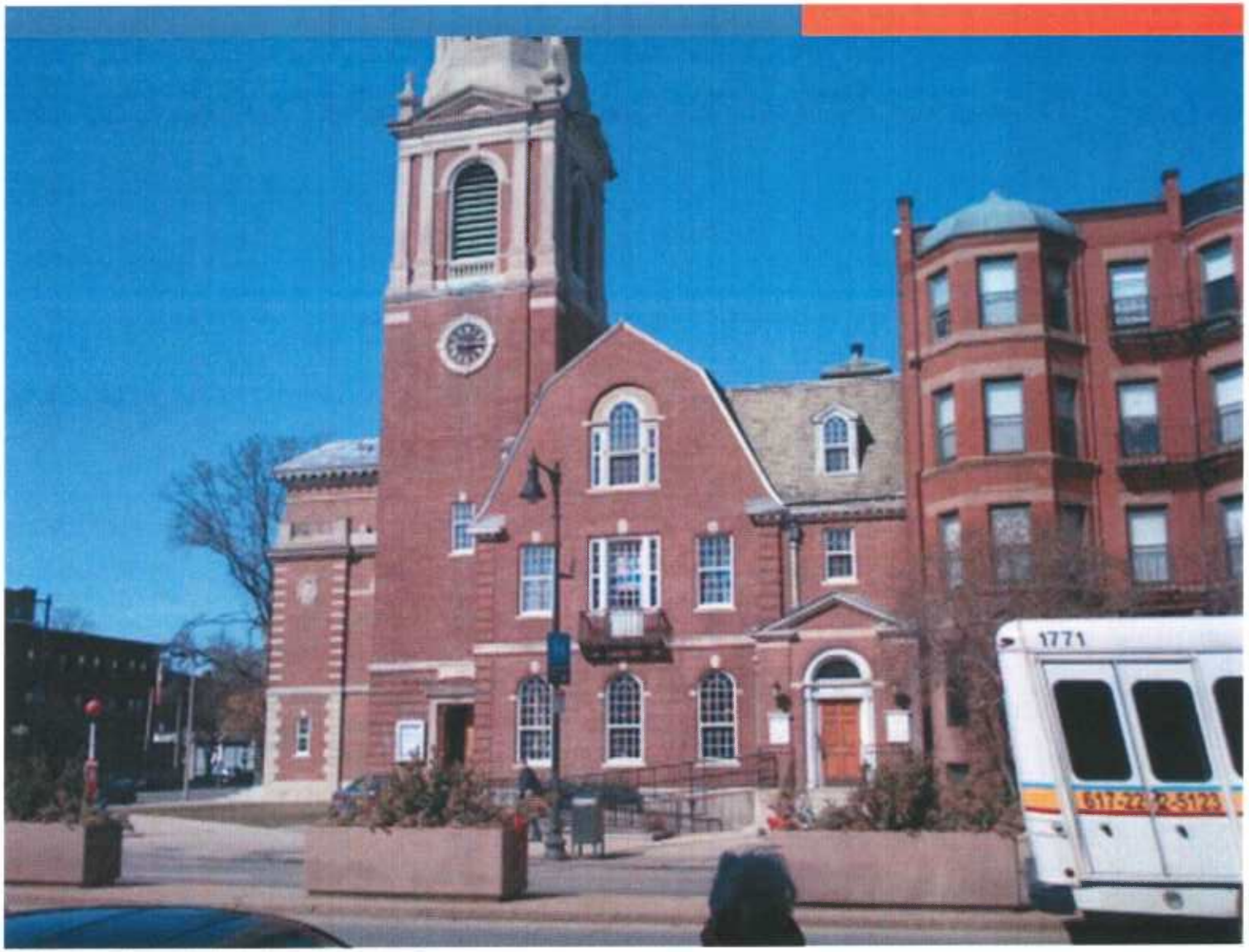
CLIENT:
verizonwireless

SUBMITTALS

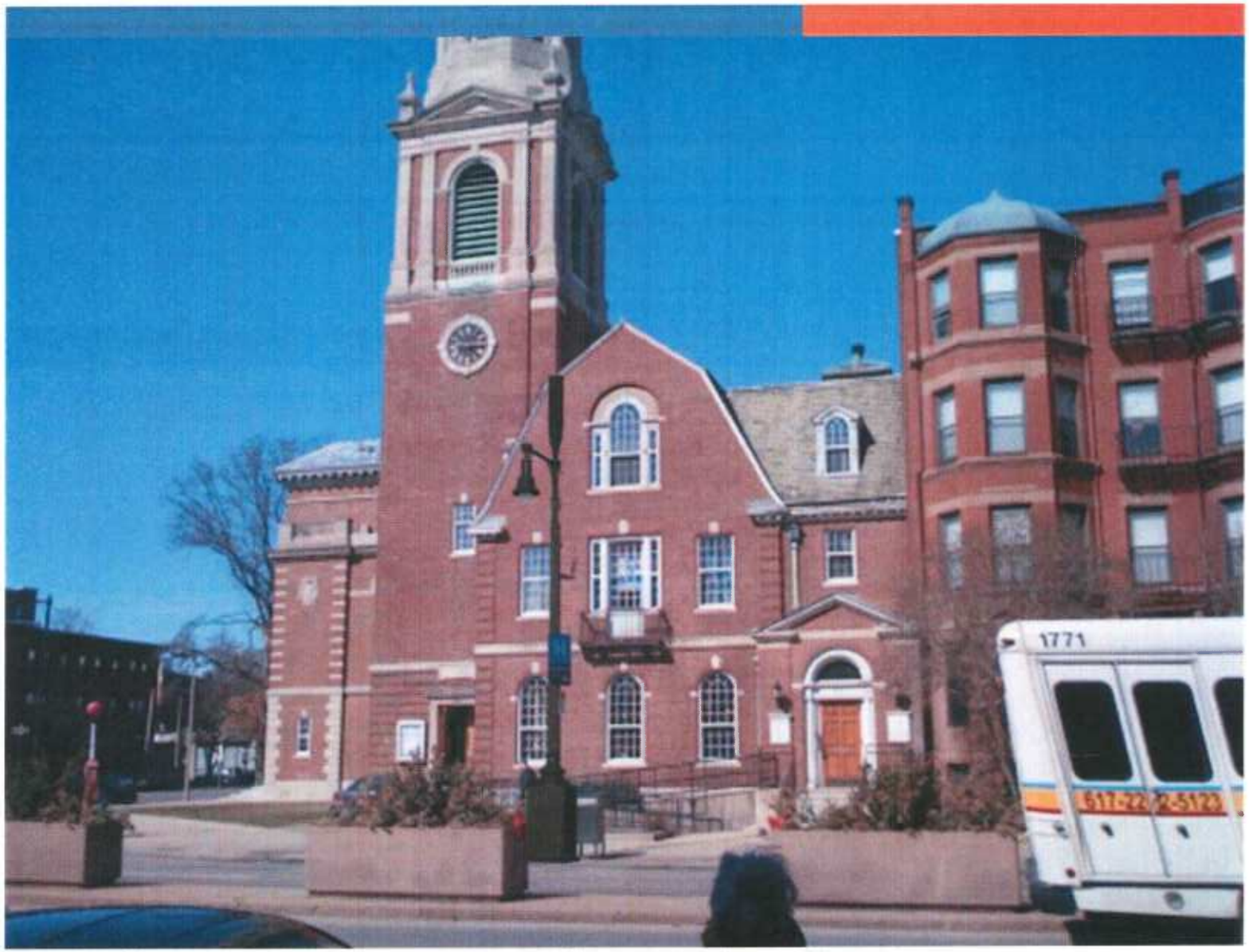
NO	DATE	DESCRIPTION	BY
A	03/22/16	FOR REVIEW	JM

SHEET NO. SK-1

14566278.14



Existing Conditions: Pendant light pole style No. 5



Proposed Conditions: Pendant light pole replacement style No. 5 with antenna & equipment enclosure.

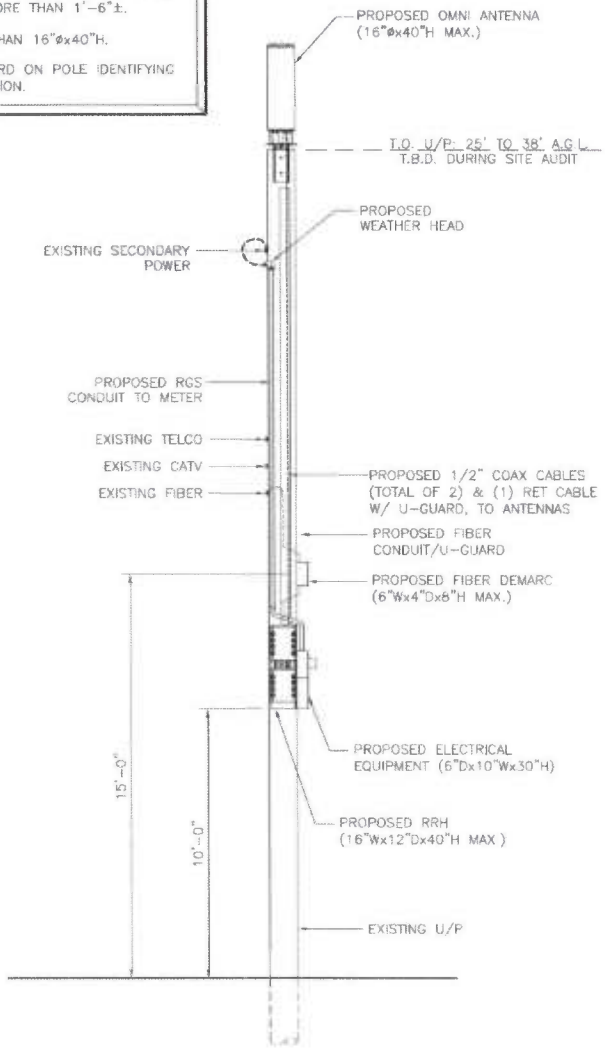
EXHIBIT X-4

SCHEDULE OF APPROVED WIRELESS FACILITIES

Facility Number	**X-4 Wood Utility Pole Antenna Top Mount**
Attachment Types *(check all that apply and provide detail below)*	___ Replacement City Pole (streetlight) ___ Replacement City Property Pole (streetlight) ___ Attach to existing City Pole (streetlight) ___ Attach to existing City Property Pole (streetlight) ___ Attach to existing City Pole (traffic signal) ___ Attach to existing City Property Pole (traffic signal) ___ Attach to existing City Pole (street furniture) ___ Attach to existing City Property Pole (street furniture) _x_ Attach to Non-City Pole
Attachment Type Detail	Wood Utility Pole Antenna Top Mount *(existing or replacement)*
Physical Description	*Mount antenna (no more than 16" diameter and no more than 40" height) in fiberglass enclosure painted to match pole and affixed to top of pole. Remote radiohead, power and fiber equipment mounted to side of pole and connected to Fiber Demarc on pole.*
Concealment	*Antenna contained within enclosure painted to match pole.*
Included Documents	*The following documents:* *A. For each Attachment Type listed or checked above, an engineering drawing of replacement pole or existing pole with attached equipment. The drawing must show the location on the pole where each component of the Wireless Facility is attached or enclosed. Drawings should depict any underground portion of the typical installation for that Attachment Type.* *B. Photo showing an example of each Attachment Type listed or checked above.* *C. Photo mockup of each Attachment Type listed or checked above showing the appearance after the Approved Wireless Facility is installed .* *Engineering drawings and photo attachments should reflect the dimensions and characteristics of a representative actual City Pole or City Property Pole of the type to which the Approved Wireless Facility design applies rather than generic examples. Where there is considerable variation among City Poles/City Property Poles of a particular type (e.g. traffic signals), drawings can show a typical installation, provided that equipment volumes and attachment locations will not vary significantly from one installation to the next in ways that are material to the City's interests.*
RF Compliance Information	X Facility conforms to information already on file ☐ RF information attached
Comments	

NOTES:

1. ALL DISTANCES, DIMENSIONS, LOCATIONS AND EQUIPMENT DESIGNATIONS AND SPECIFICATIONS ARE APPROXIMATE.
2. POLE REPLACEMENT HEIGHTS WILL VARY BASED ON REQUIRED ANTENNA HEIGHTS REQUESTED BY VERIZON WIRELESS.
3. RRH TO BE NO LARGER THAN 16"Wx12"Dx40"H & WILL NOT PROTRUDE FROM POLE MORE THAN 1'-6"±.
4. ANTENNA TO BE NO LARGER THAN 16"øx40"H.
5. VZW WILL PLACE SMALL PLACARD ON POLE IDENTIFYING OWNERSHIP/CONTACT INFORMATION.



WOOD UTILITY POLE WITH ANTENNA TOP MOUNT

PREPARED BY:

NEXIUS

A&E OFFICE:
7A LIBERTY WAY
WESTFORD, MA 01886
T (978) 755-1982

CLIENT:

verizon wireless

SUBMITTALS

NO	DATE	DESCRIPTION	BY
A	03/22/18	FOR REVIEW	JM

SK-1

14566278.14

Existing Conditions: Wood utility pole.

Proposed Conditions: Wood utility pole with equipment & top mounted antenna.

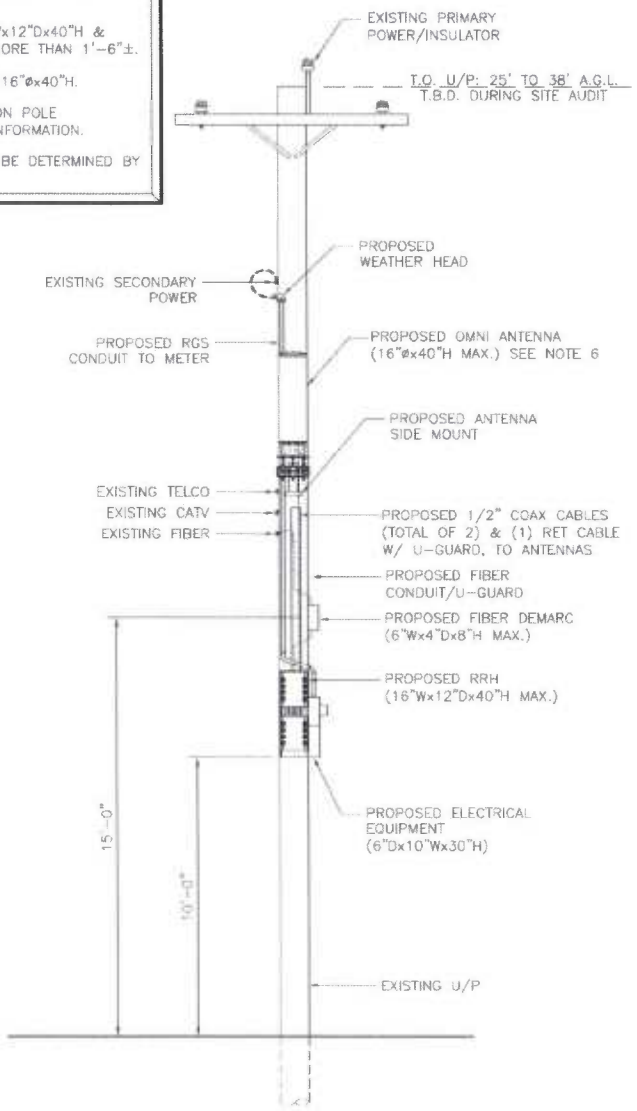
EXHIBIT X-5

SCHEDULE OF APPROVED WIRELESS FACILITIES

Facility Number	**X-5 Wood Utility Antenna Side Mount**
Attachment Types *(check all that apply and provide detail below)*	___ Replacement City Pole (streetlight) ___ Replacement City Property Pole (streetlight) ___ Attach to existing City Pole (streetlight) ___ Attach to existing City Property Pole (streetlight) ___ Attach to existing City Pole (traffic signal) ___ Attach to existing City Property Pole (traffic signal) ___ Attach to existing City Pole (street furniture) ___ Attach to existing City Property Pole (street furniture) _x_ Attach to Non-City Pole
Attachment Type Detail	Wood Utility Antenna Side Mount *(existing or replacement)*
Physical Description	*Mount antenna (no more than 16" diameter and no more than 40" height) in fiberglass enclosure painted grey. Antenna placement on pole to be determined by utility requirements. Remote radiohead, power and fiber equipment mounted to side of pole and connected to Fiber Demarc on pole.*
Concealment	*Antenna contained within enclosure painted grey.*
Included Documents	*The following documents:* *A. For each Attachment Type listed or checked above, an engineering drawing of replacement pole or existing pole with attached equipment. The drawing must show the location on the pole where each component of the Wireless Facility is attached or enclosed. Drawings should depict any underground portion of the typical installation for that Attachment Type.* *B. Photo showing an example of each Attachment Type listed or checked above.* *C. Photo mockup of each Attachment Type listed or checked above showing the appearance after the Approved Wireless Facility is installed .* *Engineering drawings and photo attachments should reflect the dimensions and characteristics of a representative actual City Pole or City Property Pole of the type to which the Approved Wireless Facility design applies rather than generic examples. Where there is considerable variation among City Poles/City Property Poles of a particular type (e.g. traffic signals), drawings can show a typical installation, provided that equipment volumes and attachment locations will not vary significantly from one installation to the next in ways that are material to the City's interests.*
RF Compliance Information	X Facility conforms to information already on file ☐ RF information attached
Comments	

NOTES:

1. ALL DISTANCES, DIMENSIONS, LOCATIONS AND EQUIPMENT DESIGNATIONS AND SPECIFICATIONS ARE APPROXIMATE.
2. POLE REPLACEMENT HEIGHTS WILL VARY BASED ON REQUIRED ANTENNA HEIGHTS REQUESTED BY VERIZON WIRELESS.
3. RRH TO BE NO LARGER THAN 16"Wx12"Dx40"H & WILL NOT PROTRUDE FROM POLE MORE THAN 1'-6"±.
4. ANTENNA TO BE NO LARGER THAN 16"øx40"H.
5. VZW WILL PLACE SMALL PLACARD ON POLE IDENTIFYING OWNERSHIP/CONTACT INFORMATION.
6. ANTENNA PLACEMENT ON POLE TO BE DETERMINED BY UTILITY REQUIREMENTS.



WOOD UTILITY POLE WITH ANTENNA SIDE MOUNT

PREPARED BY:

NEXIUS

ASE OFFICE:
7A LYBERTY WAY
WESTFORD, MA 01886
T (972) 755-1882

CLIENT:

verizonwireless

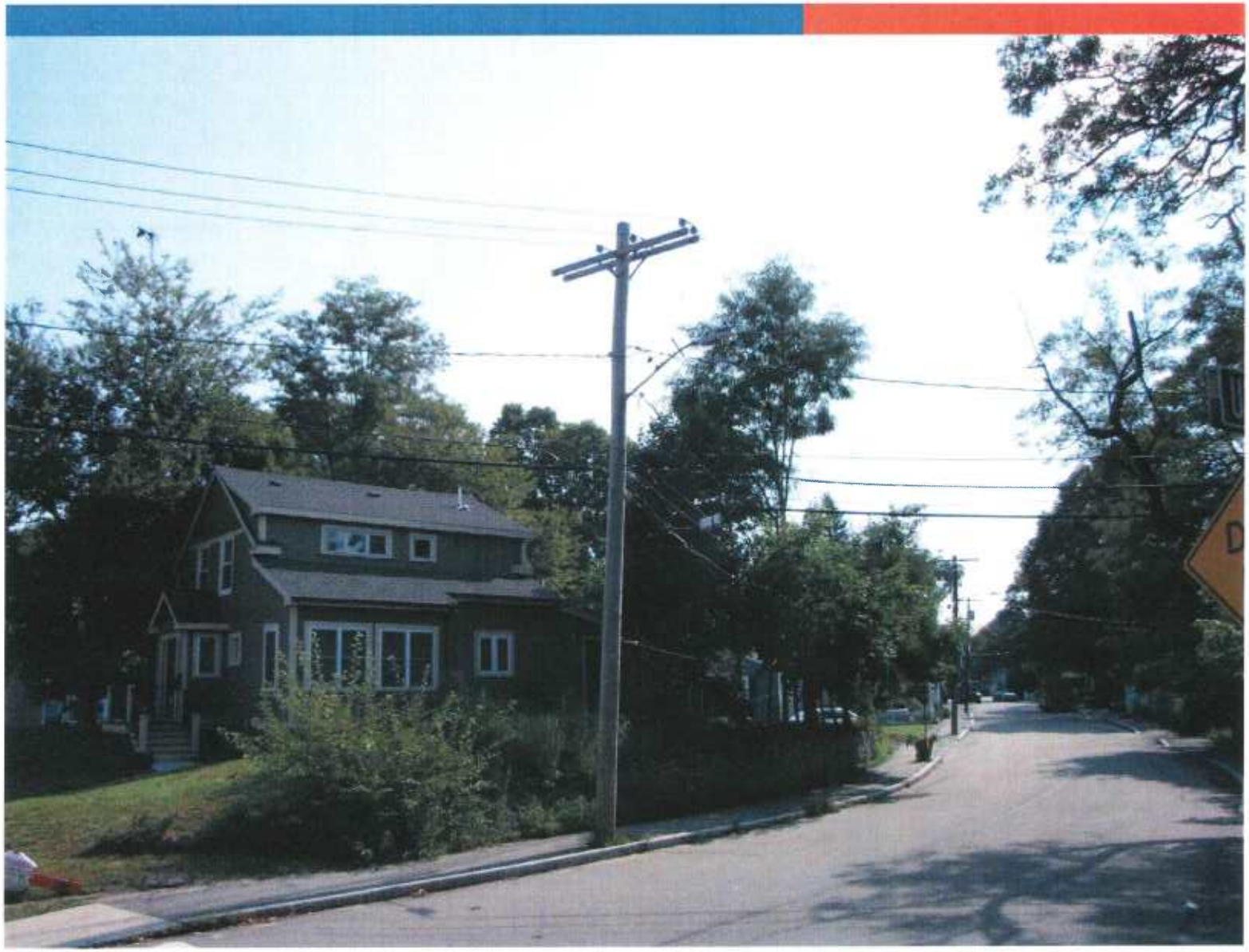
400 TRIBERG PARKWAY
WESTBOROUGH, MA 01581
T (508) 758-1000

SUBMITTALS

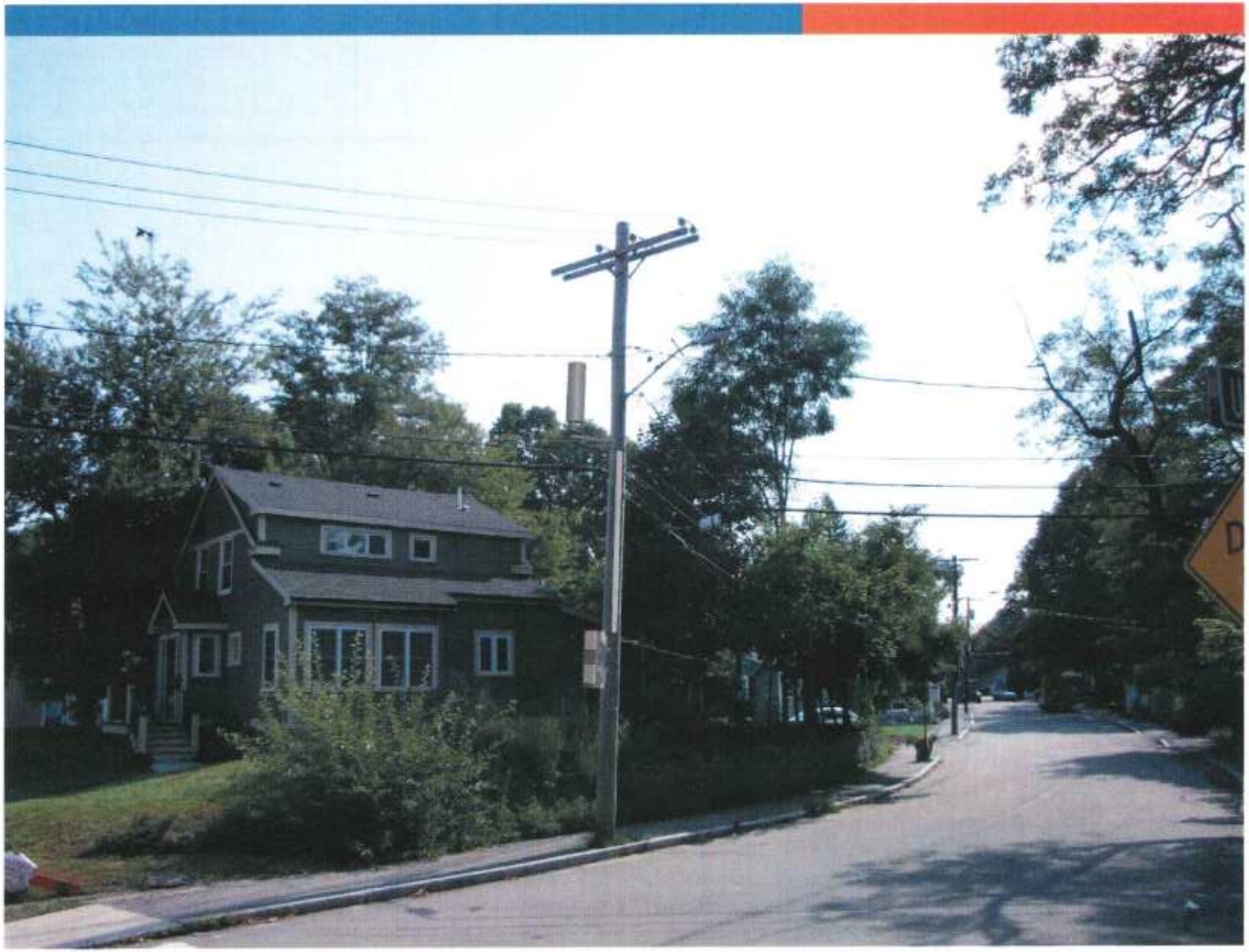
NO	DATE	DESCRIPTION	BY
A	03/22/16	FOR REVIEW	JM

SHEET NO. SK-1

14566278.14



Existing Conditions: Wood utility pole.



Proposed Conditions: Wood utility pole with equipment & side mounted antenna.

EXHIBIT Y

COMPETITIVELY NEUTRAL NOTIFICATION PROCESS

The purpose of this process is to ensure that, while wireless telecommunications providers may seek approval of Wireless Facilities on City Poles, City Property Poles or other City-owned infrastructure on a neutral, non-discriminatory basis, no individual wireless telecommunication provider that already has a Wireless Facility on a City Pole, City Property Pole, or other City-owned infrastructure has the right to install Wireless Facilities on *additional* City Poles, City Property Poles, or other City-owned infrastructure within a radius of 500 feet, unless and until all other wireless telecommunications providers have been given a fair opportunity to make use of any other available City Poles, City Property Poles, or City-owned infrastructure in that radius.

1. If LICENSEE intends to apply for approval of a Wireless Facility at a location (a "Preferred Location") that is within 500 feet of another City Pole, City Property Pole or City-owned infrastructure that already has been approved by the Commissioner as the location of a Wireless Facility of that LICENSEE (the "Pre-existing Location"), LICENSEE shall first determine whether any other telecommunications provider that is (i) registered with the City's Cable Office, and (ii) has a License Agreement for wireless attachments in effect with the City ("OTHER FIRM") has a present interest in using that City Pole, City Property Pole or City-owned infrastructure as a location for its own Wireless Facility. LICENSEE shall establish whether such an interest exists as follows:

a. LICENSEE must send out a notice ("Preferred Location Notice") to all OTHER FIRMS. Notices should be sent at least 30 Days before LICENSEE plans to apply to the Commissioner or PIC for approval of its proposed Wireless Facility on that City Pole, City Property Pole, or City-owned infrastructure.

b. Such Preferred Location Notice must disclose the street location and any identifying number, name or description sufficient to specify the City Pole, City Property Pole or other City-owned infrastructure that is LICENSEE's Preferred Location. Such notice may also identify other City Poles, City Property Pole, or City-owned infrastructure that may serve as an alternative to the Preferred Location. [For example, if the Preferred Location is a streetlight pole, the Preferred Location Notice might also identify another streetlight pole, a traffic signal and a bridge abutment that are all near the Preferred Location].

c. Such notice must be sent via certified mail with return receipt requested, however, LICENSEE may, by agreement with one or more other wireless or telecommunications providers entitled to notice, establish standing arrangements whereby such notice is provided in a manner other than by certified mail, for example through email notice with confirmed receipt or using some other process in which receipt of notification can be documented.

d. An OTHER FIRM will have ten (10) business Days from its receipt of the Preferred Location Notice to inform the Commissioner whether it has a present interest in attaching a Wireless Facility to the Preferred Location.

e. An OTHER FIRM may assert such an interest only if it: (1) does not have its own Wireless Facility installed on any City Pole, City Property Pole or City-owned structure within 500 feet of the Preferred Location or an application for a Wireless Facility on any City Pole, City Property Pole or City-owned structure within that distance under review by the City; and (2) reasonably intends in good faith to apply, within six months of receipt of the notice, for such approval to install its own Wireless Facility at the Preferred Location. If an OTHER FIRM timely states such an interest, the OTHER FIRM shall have the first right to make such application for the Preferred Location within that period, unless the LICENSEE negotiates another arrangement with the OTHER FIRM. Such OTHER FIRM, having asserted such interest, may not assert a present interest in any other City Pole, City Property Pole or City-owned structure within 500 feet of the Preferred Location during such six-month period.

f. If there are multiple OTHER FIRMS that timely express an interest in a Preferred Location, the OTHER FIRMS and LICENSEE shall jointly work together, within 30 Days to devise a plan to allocate available nearby City Poles, City Property Poles, and City-owned structures between them so as not to interfere with each other, and two or more of them may jointly propose to install equipment on shared structures. LICENSEE shall be responsible for initiating these discussions.

g. The appropriate City personnel, including PIC staff, will be reasonably available to participate and advise in these coordination discussions.

h. If LICENSEE and one or more OTHER FIRMS propose to jointly replace a City Pole and/or install equipment on a shared structure, they shall jointly determine what process they will follow to solicit construction bids. In the absence of such agreement, the LICENSEE shall solicit at least three quotes, two of which shall come from contractors that are not affiliates of LICENSEE. In the absence of an agreement as to cost-sharing, the parties shall evenly share construction costs and each party shall be responsible for the cost of installing its own equipment.

EXHIBIT Z

CITY PERMITS AND APPROVALS

Note: The Agreement more fully addresses certain of the approvals identified below:

Public Improvements Commission ("PIC") Approval – Applicable, to the extent required by law, to proposed Wireless Facilities on City Poles and other City-owned infrastructure within the Public Rights-of-Way, including the replacement of City Poles, as more fully addressed in this Agreement.

Inspectional Services Department ("ISD")- Electrical Permit – Applicable to wiring connections for all proposed Wireless Facilities.

ISD Building Permit – Applicable to proposed Wireless Facilities involving construction of a new structure, structural alteration, or the build-out of equipment space in a building.

ISD Eligible Facilities Request Approval – Administrative approval applicable to proposed collocation and modification of previously approved Wireless Facilities, in accordance with the requirements of the Federal Spectrum Act, and in lieu of zoning approvals that might otherwise be required.

Board of Zoning Appeals - Zoning Approval – Applicable to certain proposed Wireless Facilities installed outside the Public Rights-of-Way on private and City-owned Property, under those circumstances set forth in Article 86 of the Boston Zoning Code.

Boston Redevelopment Authority - Design Review – Applicable to the construction of a new tower or other structure meeting the definition of an "antenna mounting structure" in Article 86 of the Zoning Code and to any other Wireless Facilities installed outside the Public Rights-of Way on private and City-owned Property and requiring zoning relief pursuant to Article 86.

Landmarks or Historic District Approvals – Applicable to proposed Wireless Facilities located within designated Landmarks or Historic Districts in accordance with the particular enabling legislation for each district.

Boston Transportation Department Permit – Applicable to all activity requiring a Street Occupancy Permit.

Boston Public Works Department Street Occupancy Permit – Applicable to all activity involving digging in City streets and certain activity involving the temporary occupation of portions of City streets.

Mayor's Office of Neighborhood Services - Coordination on neighborhood notification as specified in Section 3.2.4 of this Agreement.