

CITY OF SALEM, MASSACHUSETTS Kimberley Driscoll Mayor

January 28, 2021

To the City Council City Hall Salem, Massachusetts

Ladies and Gentlemen of the Council:

For housekeeping purposes I re-appoint Mark J. Snider of 103 Boardman Avenue, Melrose MA 02176 to serve as a Constable in the City of Salem for a term to expire December 2, 2022.

Very truly yours,

Kimberley Driscoll

Mayor



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll Mayor

Office of the Mayor

January 28, 2021

Honorable Salem City Council Salem City Hall Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Todd Waller of 26 Hardy Street to the Planning Board to complete the remainder of a five-year term previously held by Matthew Smith to expire May 24, 2023.

Mr. Waller is the owner of the Merchant Hotel in downtown Salem and is also the CEO of ZXE, a real estate investment trust and development corporation, which he has led since 1994. Mr. Waller will bring his extensive experience in commercial and residential real estate financing, construction, and project management to the Planning Board, as well as a background in historic renovation, adaptive re-use, and legal, planning, zoning, and environmental impact issues. Mr. Waller serves as a Trustee of the House of the Seven Gables and on the board of the Salem Chamber of Commerce. He has previously served as a member of the City's Traffic and Planning Commission and will step down from that board to take on this new role.

I strongly recommend confirmation of Mr. Waller's appointment to the Planning Board. We are fortunate that he is willing to serve our community in this important role and lend his insights and dedication to the Board and its work.

Sincerely,

Kimberley Driscoll

Kin Dinull

Mayor

City of Salem



In City Council,

January 28, 2021

Ordered:

That the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) is hereby appropriated from General Fund Balance Reserved for Free Cash (1-3245) to the following special revenue funds. This transfer is requested in accordance with the recommendation of Her Honor the Mayor.

Amount
\$ 350,000.00



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll Mayor

Office of the Mayor

January 28, 2021

Honorable Salem City Council Salem City Hall Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Order transfers \$350,000.00 from free cash (1-3245) to our retirement stabilization fund. This transfer will provide funding to meet anticipated upcoming retirement buy backs. I recommend adoption of the Order and invite you to contact Laurie Giardella with any questions you may have about it.

Sincerely,

Kimberley Driscoll

Mayor

City of Salem



In City Council,

Ordered:

January 28, 2021

That the sum of Four Thousand, Nine Hundred and Fifty Dollars (\$4,950.00) is hereby appropriated within the "Capital Outlay" account (20002114-5846CB) to be expended for emergency repair of the Library's fire alarm system by the Library Department in accordance with the recommendation of Her Honor the Mayor.



Kimberley Driscoll Mayor

Office of the Mayor

January 28, 2021

Honorable Salem City Council Salem City Hall Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to appropriate \$4,950.00 from our capital outlay account (20002114-5846CB) to carry out a necessary repair of the Salem Public Library's fire alarm system.

We had previously submitted and then withdrew this same request for your first January meeting. At the time it was thought there may be a larger issue that requires addressing in the fire alarm system, however since then further investigation has determined that the original problem was all there was to address and, therefore, this amount will be sufficient for this work.

I recommend adoption of the enclosed Order.

Very truly yours,

Kimberley Driscoll

Mayor

City of Salem



PUBLIC LIBRARY SALEM

370 Essex Street Salem, Massachusetts 01970

TARA MANSFIELD, Director

The Honorable Kimberley Driscoll City Hall 93 Washington Street Salem, MA 01970

January 20, 2021

Dear Mayor Driscoll,

I respectfully request \$4,950 in short term capital funds for emergency repairs to the Salem Public Library's fire alarm system. The system has had trouble alarms signaling in different areas of the Library over the past year. Our electrician has replaced smoke detectors in different areas which quiets the system temporarily, but then the trouble alarms start again. In December, the trouble alarms escalated to full fire alarms, causing the Fire Department to respond multiple times. We consulted with two different electricians and both recommended replacing all of the original smoke detectors with new smoke detectors and believe this will stop the trouble and false alarms.

AllPro Electric has submitted a proposal to replace seventy of the existing old smoke detectors totaling \$4,950. The Library's building maintenance budget does not have adequate funds to complete this repair. I respectfully request \$4,950 in short term capital funding to complete this important repair.

Thank you for your consideration in this matter.

Sincerely,

CITY OF SALEM ST Capital Outlay Expenditure Request Form – FY 2021

From Department: Library Date: 12/21/2020	-
Department Head Name: Tara Mans Reid Authorization Signature: Que Q	
Amount: \$ 4950.00	
Description: Emergency repairs to five alasm system.	
For Finance Department Use Only: City Council Approval Needed (Y/N)	
CIP Balance: \$ 1026, 636. Recommendation: Approved Denied Finance Director	
Processed: Date: By:	
CO # Trans #	
Org: Obj:	1 -



In City Council,

Ordered:

January 28, 2021

That the sum of Four Thousand One Hundred Forty Five Dollars and Eight Cents (\$4,145.08) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2021 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name *	Department	Amount
Robert O'Keefe	Parking Garage	4,145.08
		\$ 4,145.08



CITY OF SALEM, MASSACHUSETTS Kimberley Driscoll

Mayor

January 28, 2021

To the City Council City Hall Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Four thousand One Hundred Forty-Five Dollars and Eight Cents (\$4145.08) appropriated within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Parking Garage employee.

Name Department Amount
Robert O'Keefe Parking Garage \$4,145.08

TOTAL: \$4,145.08

I recommend passage of the accompanying Order.

Kimberley Driscoll

Very truly yours,

Mayor



KIMBERLEY L. DRISCOLL MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES

CITY OF SALEM MASSACHUSETTS

Human resources
98 Washington street, 3RD floor
Salem, Massachusetts 01970
Tel. 978-619-5630
Fax 978-745-7298

MEMORANDUM

TO:

Laurie Giardella, Director of Finance

DATE:

January 7, 2021

RE:

Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Parking Garage.

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

Robert O'Keefe

163.9998 vacation hours @ \$25.27 per hour

\$4,145.08

Total:

\$4,145.08

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

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

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

From: Department Parking Garage Date 12/3/2020
Authorized Signature: Department Head/City or Business Manager/School
NAME: Robert O'Keefe
<u>CALCULATION</u>
VACATION HOURS # 1/13,999 / @ \$ 25.27 = \$ 4/45.08
<u>SICK HOURS</u> # = \$
<u>PRO-RATED STIPENDS</u> # = \$
<u>OTHER</u> # = \$
Total Amount Due: \$ 4/45.08 Please attach corresponding PAF or other backup to this sheet. Reason: Refinement - 12/25/2020
For Human Resources's Use Only:
VACATION HOURS
SICK HOURS
PER ACCRUAL REPORT
Org and Object: 83/13 - 5/46
Recommendation: Approved H I/Director/City or Superintendent/Schools
H R/Director/City or Superintendent/Schools



In City Council,

Ordered:

January 28, 2021

To accept the donation from Footprint Power in the amount of Fifteen Thousand Dollars (\$15,000.00) to upgrade the fire department software. These funds will be deposited into the City's Fire Department's Donations Fund 24131-4830 in accordance with the recommendation of Her Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll Mayor

January 28, 2021

Honorable Salem City Council Salem City Hall Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to accept the following donation from Footprint Power in the amount of Fifteen Thousand Dollars (\$15,000.00) to upgrade the Fire department software. These funds will be deposited into the City's Fire Department's Donations Fund 24131-4830.

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

Very truly yours.

Kimberley Driscoll

Mayor



JOHN G. GIUNTA CHIEF 978-744-6990 JGGIUNTA@SALEM.COM

CITY OF SALEM, MASSACHUSETTS FIRE DEPARTMENT

48 Lafayette Street
Salem, Massachusetts 01970-3695
PHONE 978-744-1235 FAX 978-745-4646

Fire Prevention
Bureau
978-745-7777

Mayor Kimberley Driscoll 93 Washington St. Salem, MA. 01970

January 21, 2021

Honorable Mayor Kimberley Driscoll,

I am requesting acceptance of the generous donation of \$15,000 to the Salem Fire Department from Footprint Power to upgrade our fire department software. We have an agreement with Footprint to conduct (4) drills each year for our confined space rescue team and we fell short due to COVID-19, and a nor'easter on our last scheduled drill. This freed up some funding. We are very grateful to Footprint for this donation as this software update is a vital part of providing our first responders with advanced knowledge of every property on every response. This software will be linked to the iPads that we have on every responding vehicle and can describe the building, including its construction and its layout along with other descriptions worth noting, including any hazardous content.

Respectfully submitted,

John G Giunta

ght Situ

Chief of Department

City of Salem

In the Year Two Thousand and Twenty One

An Ordinance to amend an Ordinance relative to Traffic, Ch. 42. Sec. 50B

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

Section 1. Amending Chapter 42, Section 50B – "Handicapped Zones, Limited Time" is hereby amended by adding the following:

Upham Street – One Handicapped Parking Space to be added in front of #1 Upham Street, for a distance of twenty (20) feet.

Section 2. This Ordinance shall take effect as provided by City Charter.



City of Salem, Massachusetts

Office of the City Council
City Hall



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

MEMO TO:	Lt. David Tucker		Police T	raffic Division
FROM:	Councilor Riccard	di	DATE:_	1/25/2021
In accor	dance with the Council Ru	le 32A, I he	reby request you	r recommendation for the following
Traffic Ordinanc				
NAME OF STR	EET Upham Street			
TYPE OF STRI	EET CHANGE _ Handica	apped Parki	ng, Time Limited	1
				In front of 1 Upham Street, one
parking space is	needed for the disabled re-	sident.		
				Upham is disabled and uses a
				access to any suitable off-street
parking.				
	POLICE TRAI	FIC DIV	SION RECO	MMENDATION
The Pol	ice Traffic Division hereby	submits the	e following recor	nmendation for the above
request:			APPROVAL	
	5	I	DENIAL	
	(7	RIAL PERIOD	
CHAPTER:				apped Zones, Limited Time
DESCRIPTION:	One HP parking space to	be added,	n front of 1 Uph	am Street, for a distance of twenty
(20) feet.				
COMMENTS (II	F ANY):			
				un resident
			1	I. A. Samle

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE

City of Sulem Clerk's Office, 93 Washington St, Salem Massachusetts 01970

(978) 745-9595 ext 41202 wiew.salem.com

City of Salem

In the Year Two Thousand and Twenty One

An Ordinance to amend an Ordinance relative to Traffic, Ch. 42. Sec. 50B

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

Section 1. Amending Chapter 42, Section 50B – "Handicapped Zones, Limited Time" is hereby amended by repealing the following:

Repeal – Friend Street – One Handicapped Parking Space in front of #8 Friend Street, for a distance of twenty (20) feet.

Section 2. This Ordinance shall take effect as provided by City Charter.



City of Salem, Massachusetts

Office of the City Council
City Hall



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

MEMO TO:	Lt. David Tucker		Police Tr	raffic Division
FROM:	Councillor Riccardi		DATE:_	1/25/2021
In acco	ordance with the Council Rule 32	2A, I hereby re	quest you	r recommendation for the following
Traffic Ordinan	ce:			
	REET Friend Street			
				e Limited
DESCRIPTIO	N OF AREA WHERE CHANG	GE IS REQUI	ESTED_	In front of 8 Friend Street, the
existing HP par	king space is no longer used and	l should be rer	noved.	
COUNCILLO	R'S COMMENTS/EXPLANA	TION _ The r	esident of	8 Friend Street who had
originally reque	ested this HP space has since mo	ved. The space	e is no lon	ger needed by any nearby
residents, and t	he sign should be removed.			
	POLICE TRAFFIC	C DIVISION	RECON	MMENDATION
The Po	lice Traffic Division hereby sub	mits the follow	ving recon	nmendation for the above
request:		APPRO		
-	,	DENIA	L	
		TRIAL	PERIOD	
CHAPTER:	42 SECTION:501	TITLE:	Handica	apped Zones, Limited Time
				f twenty (20) feet.
COMMENTS (I	IF ANY):			
`				
			1	1 David tuber

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE

City of Salem Clerk's Office, 93 Washington St, Salem Massachusetts 01970

City of Salem

In the Year Two Thousand and Twenty One

An Ordinance to amend an Ordinance relative to Traffic, Ch. 42. Sec. 50B

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

Section 1. Amending Chapter 42, Section 50B – "Handicapped Zones, Limited Time" is hereby amended by repealing the following:

Repeal – Hathorne Street – One Handicapped Parking Space in front of #72 Hathorne Street, for a distance of twenty (20) feet.

Section 2. This Ordinance shall take effect as provided by City Charter.



City of Salem, Massachusetts

Office of the City Council
City Hall



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

МЕМО ТО:	Lt. David Tucker		Police Traffic Division
FROM:	CouncillorMon	rsillo	DATE: 1/25/2021
In acco	rdance with the Council	Rule 32A, I	hereby request your recommendation for the following
Traffic Ordinano	ce:		
			apped Parking, Time Limited
			S REQUESTED In front of 72 Hathorne Street, the
existing HP par	king space is no longer t	used and sho	ould be removed.
			N The resident of 72 Hathorne Street who had
			The space is no longer needed by any nearby residents,
and the sign sho	ould be removed.		
	AFFIC DIVISION R		
The Po	lice Traffic Division her	eby submits	the following recommendation for the above request:
		XX	_ APPROVAL
			_ DENIAL
			_ TRIAL PERIOD
CHAPTER:	42 SECTION:	50B	TITLE: Handicapped Zones, Limited Time
DESCRIPTION	: Repeal – Hathorne S	treet, in from	at of #72 Hathorne Street, for a distance of twenty (20)
feet.			
COMMENTS (I	F ANY):		
			H. Sunda
			LT. Jum

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE

City of Salem Clerk's Office, 93 Washington St. Salem Massachusetts 01970



In City Council,

January 28, 2021

Ordered:

That the Monthly Financial Reports dated July 2020, August 2020, September 2020, October 2020, November 2020 and December 2020 be received and placed on file.



In City Council,

January 28, 2021

Ordered:

That the City Council elect Councillor Morsillo and Councillor Hapworth to the Affordable Housing Trust Fund Board of Trustees per Ordinance Ch. 2, Sec. 1002: "The City Council shall annually elect two members of the City Council to serve for a term of one year. The City Council President o his or her designee shall serve for a term of one year." And that their terms expire on December 31, 2021.



IN CITY COUNCIL, January 28, 2021

The Committee on Ordinances, Licenses and Legal Affairs to whom was referred the matter of Granting of Certain Licenses

Has considered said matter and would recommend Approval

JUNK DEALERS:

15 Robinson Rd LLC, 15 Robinson Rd., Salem

Vantage Trading, LLC, 4 Lilly St., Salem

SEAWORMS:

Jose Machado, 5 Marion Ave., Beverly

SECOND HAND CLOTHING:

Boston St. Resale, 134 1/2 Boston St., Salem

Re-Find, 72 Washington St., Salem

SECOND HAND VALUABLES:

Witch City Consignment, 301 Essex St., Salem Tobies Jewelry, 140 Washington St., Salem Record Exchange, 256 Washington St., Salem Olde Naumkeag Antiques,1 Hawthorne Blvd Salem

Glass and Etc., 180 Essex St., Salem ECOATM LLC, 450 Highland Ave., Salem ECOATM LLC, 11 Traders Way., Salem

TAG DAYS:

Salem Little League May 22, June 5 & 19, 2021



IN CITY COUNCIL, January 28, 2021

The Committee on Government Services to whom was referred discussing matters in Committee, strategies and goals (no action will be taken on individual matters).

Stephen Zrike, Jr., Ed.D. Superintendent



City of Salem Salem Public Schools

November 17, 2020

Ms. Ilene Simons, City Clerk City of Salem 93 Washington Street Salem, MA 01970 Via email at isimons@salem.com

Dear Ms. Simons:

I am writing to respectfully request the opportunity to introduce myself and provide an overview of the Salem Public Schools to the members of the City Council during the second meeting of the month in January 2021. I look forward to updating the Council on the work underway in our schools.

With regard,

Stephen K. Zrike, Jr., Ed.D.

Stephen R. Zrike fr.

Superintendent



David R. Flewelling
Specialist 2 Construction
Comcast Cable Communications
9 Forbes Road, Suite 9B
Woburn, MA 01801
Cell – 617-279-7864
dave flewelling@comcast.com

January 19, 2020

Ms. Maureen Fisher Salem Assistant City Clerk City Hall 93 Washington Street Salem, MA 01970

RE: Lynde Street Salem
Grant of Location-Petition

Dear Ms. Fisher:

Enclosed please find materials supporting Comcast request for a grant of location from the Salem City Council. The work associated with the attached petition is for the purpose of relocating an existing Comcast Vault and service wire connection to number 25R Lynde Street. For a more detailed description of the work please refer to the attached construction plans.

I look forward to the opportunity to address this matter in further detail at the next Salem City Council Meeting. Should you have any questions or concerns, please feel free to contact me at (617) 279-7864.

Sincerely.

David R. Flewelling

Comcast

Specialist 2, Construction

Enclosure (3)

PETITION OF COMCAST FOR LOCACTION FOR CONDUITS, MANHOLES AND POLES

To the City Council for the City of Salem, Massachusetts:

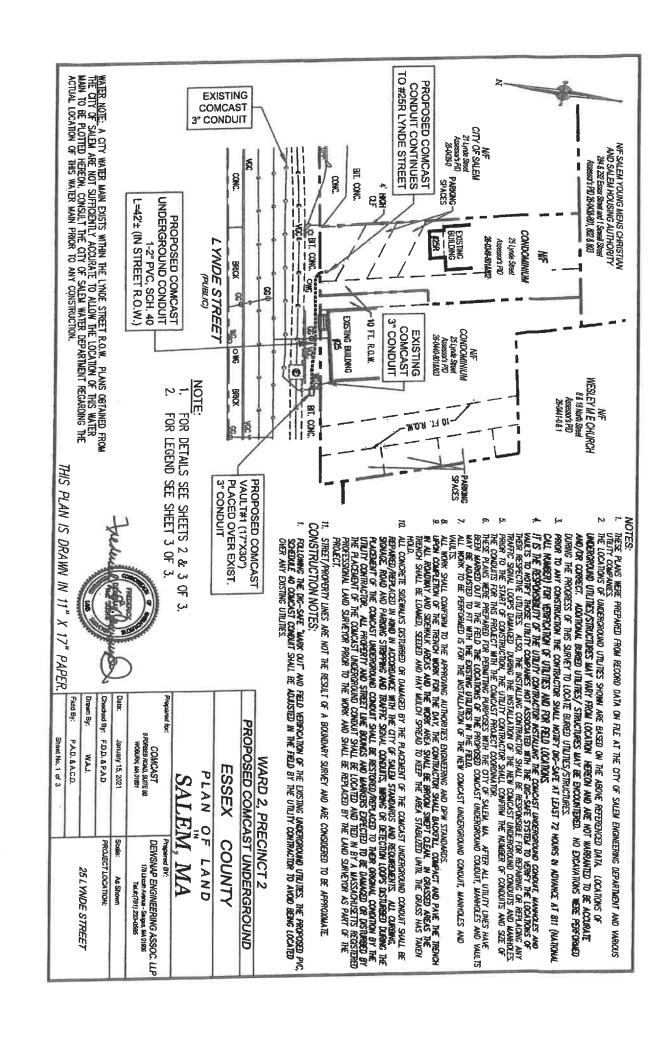
Respectfully represents Comcast Cable Communications Management LLC., a company incorporated for the distribution of broadband services, that it desires to construct a line for such broadband under the public way or ways hereinafter specified.

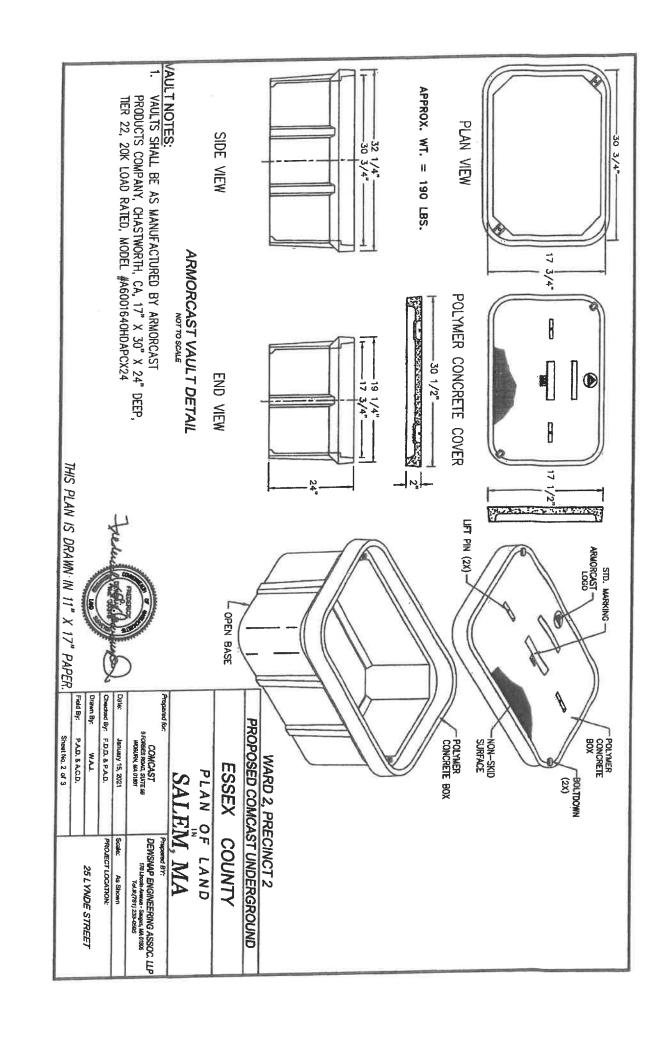
Lynde Street: Locating the existing Comcast Vault at 25 Lynde and relocating it off of private property and into the sidewalk. From the newly relocated vault excavating in the sidewalk to place (1) 2" PVC Conduit 42' +/_ to number 25R Lynde Street.

Wherefore, your petition prays that, after due notice and hearing as provided by law, the City Council may by Order grant your petitioner permission to construct, and a location for, such a line of conduits, manholes and poles with the necessary wires and cables therein, said conduits manholes and poles to be located, substantially as shown on the plan made by <u>Dewsnap Engineering</u> dated <u>January 15, 2021</u> and filed here with, under the following public way or ways of said City of Salem.

Comcast
By:
David R. Flewelling
Specialist 2, Construction

Dated this January 19,2021	
City of Salem, Massachusetts	
Received and filed	, 2021.





DETAIL NOTES:

SW O ES

WATER GATE

MANHOLE

CATCH BASIN

LEGEND

五百<u>0</u>000

TELEPHONE MANHOLE
ELECTRIC MANHOLE
LIGHT POLE BASE (NO LIGHT)

ELECTRIC HAND HOLE SEWER MANHOLE

DRAIN MANHOLE

ର୍ଚ୍ଚ ⊜ ଡ

VERTICAL GRANITE CURB

UTILITY POLE

• 15°01

DECIDUOUS TREE

STEEL BOLLARD

SIGN

PROPOSED COMCAST UNDERGROUND CONDUIT

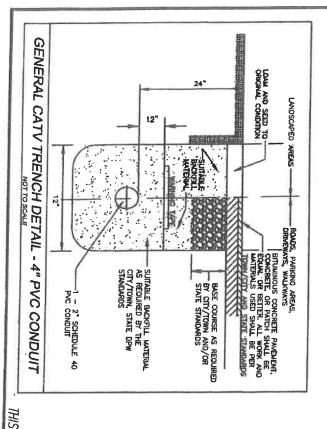
APPROX. P.L.

DRAIN LINE

GAS LINE
WATER LINE
TELEPHONE LINE
ELECTRIC CONDUIT
SEWER LINE

CATV LINE

THE DETAILS DEPICTED ARE FOR GENERAL REFERENCE ONLY.
THE FINAL PRODUCT USED SHALL BE THE RESPONSIBILITY OF
THE GENERAL CONTRACTOR AND SHALL BE OF EQUAL OR
GREATER MATERIAL THAN THAT DEPICTED AND SHALL CONFORM
TO THE ENGINEERING/DPW STANDARDS FOR THE CITY/TOWN
AND/OR STATE WHERE THE PROJECT IS LOCATED.





WARD 2, PRECINCT 2 PROPOSED COMCAST UNDERGROUND

ESSEX COUNTY

PLAN OF LAND

SALEM, MA

rrepared to:	CONCAST 9 FORBES ROAD, SUITE 98 WORLPRY, MA 01801	Prepared 8Y: DEWSNAP	Prepared BY: DEWSNAP ENGINEERING ASSOC, LLP 178 Lincoln Avenus - Suppor, M. 91908 Tol.#1781) 231-0585
Data:	January 15, 2021	Scale:	As Shown
Chacked By:	Checked By: F.D.D. & P.A.D	PROJEC	PROJECT LOCATION:
Drawn By:	WAJ,		of I VAIDE STREET
Field By:	PAD. &ACD.		COLUMNIC OVINCEN
		L	

ROUTING SLIP

Telecommunications Attachments in the Public Right of Way

Pursuant to the Code of Ordinances, Sections 12-86 through 12-200, each applicant who seeks access to the public right of way for telecommunications purposes must submit a petition and plans along with a \$500 application fee to the Electrical Department. Once the City Electrican has signed off, please circulate to the Departments listed on the the Electrical Department. Once the City Electrician has signed off, please circulate to the Department it to the City reverse side of this Routing Slip for signature with a courtesty copy to the Ward Council or and return it to the City Council Agenda for a grant of location pursuant to MGL.

reverse side of this Routing Slip for signature with a coursesy copy to the valid containing Slip for signature with a course copy to the valid containing slip for signature with a course specific prior to the petition being placed on the City Council Agenda for a grant of location pursuant to MGL Chapter 166, Section 22.
Chapter 188, Section 22. Right of Way Location Requested: 234 Bridge Street (42.523889 - 70.895556)
City Ward: (0
Link to Plans Online:
Application Fee Received: Yes Check No. 7251 Date: 11/6/2020 City Electrician Approval:
BUSINESS NAME Corporate name: Yerizon Wireless
d/b/a:
Address: 18 Flanders Rd. Westborough, MA 01581 Tele.#
CONTACT: Donielle Sabourin/Agent W/ Airosmith nevelopment
Street: 2K West Ave. Tele. # 508-446-100
City: Saratoga Springs State: NY Zip: 12566
Email Address: DSabourin@oiroSmithdevelopment.com
Pole Ownership
To be attached to utility-owned poleTo be attached to City-owned pole
Pole Attachment Agreement attached*Pole Attachment Agreement to follow*
*All grants of location for telecommunications attachments to poles are conditioned upon evidence of a valid pole attachment agreement.
Conduits
Will the attachment also require an underground conduit? Yes No

TO ALL CITY DEPARTMENTS: By signing this applicant has made your department aware of i conditioned upon compliance with all department council after a public hearing. Please attach or	its plans. All grants of location will be ental requirements and require a vote of the City
Planning Department City Hell Annex, 69 Washington Street	see attached signature Engineering Department DATE City Half Annex: 96 Washington Street
Selem Historical Commission DATE City Hall Annex, 98 Washington Street	Office of Information Technology DATE
. //	21, 2021

RETURN ROUTING SLIP, ANY COMMENTS, PETITION, PLANS, ABUTTER LABELS, AND PROPOSED ORDER TO CITY CLERK'S OFFICE, CITY HALL, 83 WASHINGTON STREET WHEN COMPLETE SO THAT IT MAY BE PLACED ON THE COUNCIL'S AGENDA.

TO ALL CITY DEPARTMENTS: By signing this slip you are only admowledging that the applicant has made your department aware of its plans. All grants of location will be conditioned upon compliance with all departmental requirements and require a vote of the City Council after a public hearing. Please attach comments on separate sheet.

Planning Department City Hatl Annex, 98 Washington Street

DATE

Salem Historicai Commission City Hall Annex, 98 Washington Street

Office of Information Technology 28 Highland Avenue

DATE

Legal Department City Heti, 93 Washington Street

DATE

DATE

RETURN ROUTING SLIP, ANY COMMENTS, PETITION, PLANS, ABUTTER LABELS, AND PROPOSED ORDER TO CITY CLERK'S OFFICE, CITY HALL, 93 WASHINGTON STREET WHEN COMPLETE SO THAT IT MAY BE PLACED ON THE COUNCIL'S AGENDA.

Page 2 of 2

TO ALL CITY DEPARTMENTS: By signing this slip you are only acknowledging that the applicant has made your department aware of its plans. All grants of location will be conditioned upon compliance with all departmental requirements and require a vote of the City Council after a public hearing. Please attach comments on separate sheet.

Planning Department City Hall Annex, 98 Washington Street Salem Historical Commission
City Hall Annex, 98 Washington Street 1/15/21 DATE

Engineering Department City Hall Annex, 98 Washington Street DATE

Office of Information Technology 29 Highland Avenue

DATE

Legal Department City Hall, 93 Washington Street

RETURN ROUTING SLIP, ANY COMMENTS, PETITION, PLANS, ABUTTER LABELS, AND PROPOSED ORDER TO <u>CITY CLERK'S OFFICE</u>, <u>CITY HALL, 93 WASHINGTON STREET</u> WHEN COMPLETE SO THAT IT MAY BE PLACED ON THE COUNCIL'S AGENDA.

* See attached Comment letter

Page 2 of 2



KIMBERLEY DRISCOLL MAYOR

TOM DANIEL, AICP DIRECTOR

CITY OF SALEM, MASSACHUSETTS

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

120 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970

MEMO

To:

Mason Wells, Staff Planner

From: Patti Kelleher, Preservation Planner

Date:

December 2, 2020

RE:

Request for Grant of Location for Cell Antenna Attachment

I have reviewed the request from Verizon Wireless for the installation of a cell attachment to an existing light pole at 234 Bridge Street. As part of the review for cell attachments, a determination must be made that the attachments will not impact the city's historic resources. Therefore, I have reviewed the submitted plans and offer the following comments:

- While the light pole at 234 Bridge Street is outside of the boundaries of the Downtown Salem National Register District, it is adjacent to the Salem Railroad Signal Tower (1927, SAL.3579), which has been determined eligible for the National Register of Historic Places. In addition, the First Universalist Church (1808, SAL.2432), which is individually listed in the National Register of Historic Places, is located across the street from this pole.
- This light pole may be within the boundaries of the Urban Renewal Area, which could require review by the Salem Redevelopment Authority.
- The selected light pole is in a highly visible location at the intersection of Bridge and Washington Streets. This decorative light pole was installed during a previous improvement project on Bridge Street and is an historically-appropriate design that is carried throughout the Bridge Street entrance corridor. The proposal to install a 5' tall steel pole and a 2'-9" antenna onto the existing pole would extend the height of the light pole almost 7 feet. In addition, the proposal would install a 22" wide x 48" tall equipment box to the side of the pole, which extend beyond the width of the pole. These additions would be visually intrusive at the entrance to the historic downtown and would diminish the investment the City has made to improve Bridge Street.

Based on the above findings, I recommend an alternative location be selected to minimize impacts on adjacent historic resources and the historic downtown and to be less visually conspicuous at this busy intersection. If an alternative location cannot be used, then the pole mounted equipment enclosure should be placed as high as possible on the pole (it is currently positioned at 8' above grade) and on the least obtrusive side of the pole (which may be difficult due to pole's location on an intersection). Staff also recommends that all attachments be painted black to match the color and finish of the light pole. The Historical Commission often requires property owners to paint vents and pipes in a finish to match color of building.

7251 KeyBank National Associ 1196 Western Ave Albany, NY 12203 28-7/213 Airosmith Inc. 318 West Avenue Seratoge Springs, NY 12866 (518) 306-1729 8/13/2020 \$ **500.00 PAY TO THE City of Salem City of Salem 93 Washington Street Salem, MA 01970 351-855 Salem_SC27_MA #DD7251# #021300077# 00329681260801#

City of Salem

7251

8/13/2020

500.00

Key Checking

Salem_SC27_MA

500.00

Space of the Americans

Mass Bay Transit Authority P.O Box 845142 Boston MA 02284-5142 tieff (m.) assite bertland

Commonwealth of Mass Dept. of Highway 10 park Plaza RM 6160 Boston MA 02116-3973E Bell Fund C Salem Station One International Place Boston MA 02110

contribution of contributions of the

Lingsh surphy search

VAESA

1

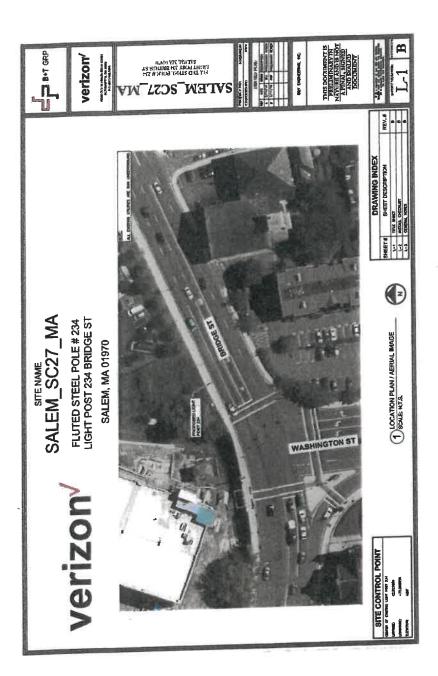
Salem Abutters L

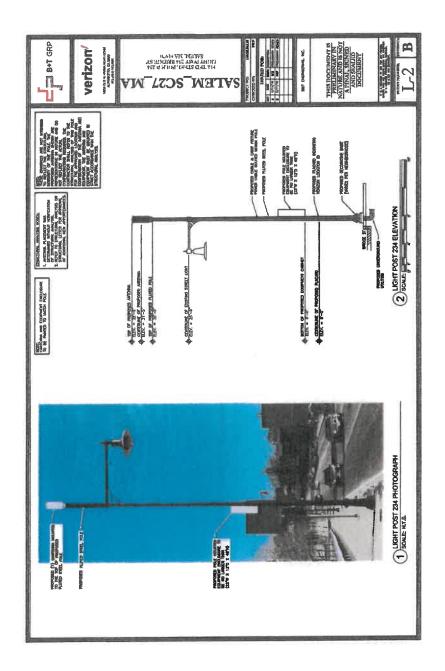
Subject Parcel ID: B Subject Property Location:

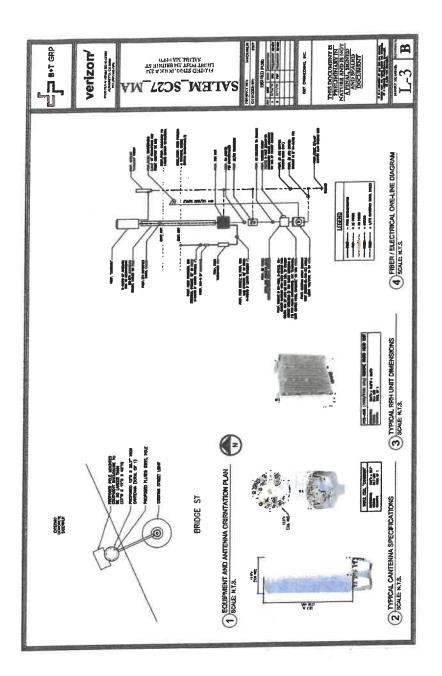
State Zip	02284-5142	IA 02116-3973E	02110
State	MA	MA	MA
City		BOSTON	BOSTON
Mailing Address		10 PARK PLAZA RIMS160	ONE INTERNATIONAL PLAC
Co-Owner		HW TRANSPORTATION BUILD	L ATTN: RYAN, LLC. PTS COM ONE INTERNATIONAL PLA
Owner		COMM OF MASS DEPT OF HIG	BELL FUND V SALEM STATION, L
Location	252 REAR BRIDGE STREET	234 BRIDGE STREET	170 220 BRIDGE STREET
ParcellD	35-0024-0	35-0028-0	35-0027-0

Parcel Count: 3

End of Report







\ m. .

verizon√

6/26/2020
To: City of Salem
Transmitted via email
RE: Verizon Wireless Small Cell Sites

Dear City of Salem,

Verizon is installing additional wireless telecommunications facilities in order to meet the growing demand for Verizon Wireless service by residents, businesses, visitors, and emergency responders.

To ensure general public safety, it is important that you contact Verizon Wireless personnel at least 24 hours in advance should general maintenance need to be performed in areas of potential concern as marked on the next page of this document. This is required to comply with FCC guidelines and ensure the environment is safe for general maintenance workers who may require RF Safety & Awareness training. With notification, Verizon Wireless is able to evaluate appropriate actions needed relating to the antennas and proximity of the work location.

Thank you for your inquiry. Verizon has a process to deactivate power on small cells (regardless of whether the small cell is 4G or 5G) while work is being done on the pole (including joint use poles). The information needed to have a small cell powered down for work to occur on the pole (including contact numbers and pole identifiers) is provided at a safe distance from the small cell on the pole itself. Please contact Verizon Wireless personnel at least 24 hours in advance if you need to perform maintenance at that site. If you have any additional questions, our point of contact in that area is Luis Teves.

You also expressed concerns about the health effects of RF emissions from Verizon's network equipment. The Federal Communications Commission (FCC) has developed safety rules for human exposure to RF emissions in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. These rules can be found at 47 C.F.R § 1.1310. No matter which generation of technology we use, all Verizon equipment must comply with these safety requirements.

The FCC supported and adopted the standards after examining the RF research that scientists in the US and around the world conducted for decades. The research continues to this day, and agencies cominue to monitor it. Based on that research, federal agencies have concluded that equipment that has been deployed in a manner that complies with the safety standards poses no known health risks. You can obtain further information about the safety of RF emissions from cell towers on the FCC's website, which you can access via this link: http://www.fcc.com/defafts/tyte/fccc.ktml.

Thank you for reaching out to us regarding your concerns. We appreciate the chance to explain our activities regarding the wireless facility at issue. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@verizonwireless.com. Please contact your local Verizon Wireless resource below if you have any additional questions.

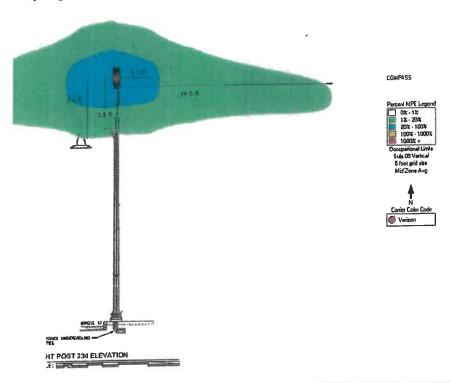
Contact Name	Contact Email	Contact Phone
Luis Teves	Latis Teves@VerizonWireles.com	508-479-3197

Sincerely,

Rabeya Ahmad Sr Manager - RF Design Verizon Wireless

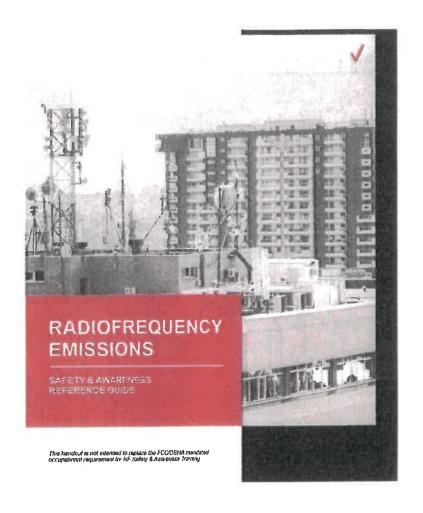
Verizon Wireless (VZW) Radiofrequency (RF) Emissions Man

The following site layout represents a current snapshot in time of the predicted Verizon Wireless RF emissions from transmitting antennas on this facility. Contact Verizon Wireless should maintenance need to be performed in any non-green areas.



Color	% Occupational MPE 0 to 20	Instructions Safe In Relation to VZW. Contact Other Carriers Before Entering This Area
TO CHILD	20 to 100	
	Greater Than 100	Contact VZW Before Accessing This Area
	Greater Than 1000	

1 ---



FEDERAL COMPLIANCE REQUIREMENTS

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other faderal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Sefety and Health Administration.

The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards incorporate prudent mergins of safety.

CLASSIFICATIONS FOR EXPOSURE LIMITS

OCCUPATIONAL

Persons are 'exposed' as a consequence of their employment' and are 'fully aware of the potential for exposure and can exercise control over their exposure'.

GENERAL POPULATION

Any persons that "may not be made fully aware of the polantial for exposure or cannot exercise control over their exposure."

Tops on the fattle fatt

ENSURING COMPLIANCE WITH FCC GUIDELINES

Areas or portions of any trensmitter sile may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. Wireless Licensees are required by law to implement the following:

- · Restrict access
- Post notification signage on every access point to increase awareness of the potential for exposure BEFORE one enters an area with entennes
- Place additional notification signage and visual in dicators in an area with antennas (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

			1.14189			
MPE CHART		- 3	*** **	- 14 m al		
al	A Territor	4	F.01			
			49 10	11		
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2			100	1 1		
Agree	1	Y		-		
77 1			PF			

EXPOSURE MANAGEMENT

- · Assume that all antennes are active
- Obey all posted signs
- Do not stop in front of any antenna
- Recognize the type of antenna and approach at the safest angle
- Contact wireless operator to coordinate access if required
- Signage will indicate where potential RF conditions exist
- · Understand pathways of safe egress
- · If needed and possible wear personal protection
- When using a personal monitor, remember the time everaging limits and monitor alarm thresholds if working in front of antennas
- If experiencing symptoms of heat exhaustion or nauses, remove yourself from the worksite and seek medical attention
- Power density decreases with distance so maintain distance between you and the entennss. The greater the distance you are from an antenna the bigger the reduction of RF exposure you will receive



1 ---

PROPERTY OWNER RESPONSIBILITIES (MENU)

RF exposure safety and the protection of every licensee's infrastructure are very important. Properly owners and licensees have a shared responsibility in maintaining a safe and secure RF environment Properly owners can help in this significant endeavor by:

- · Maintaining all necessary wireless licensee contact information.
- Enforcing restricted access (help maintain a Controlled Environment). Ensuring ell building/maintenance personnel are trained in RF Sarfety, sware that the potential for exposure exists, and follow all appropriate entry and safety procedures.
- Notifying all licensess when any non-carrier requests access to any area with antennas at least 24 hours in advance
- Understanding that compliance with the FCC and OSHA can be achieved with RF Exposure levels above the applicable limit if the proper signage, physical/indicative barrier and access restrictions are implemented. Commitment to compliance and willingness to cooperate are essential.

NOTIFICATION SIGNS ((g))

TYPES OF ANTENNAS

- MICROWAVE ANTENNA

 Highly directional antenna model used for point to point communications
- Approach from the rear and sides. Do not stand or walk in front of microwaves as they transmit at a high frequency.



OMNI ANTENNA

- Omni antennas have the appearance of a rod-shaped pole and radiate in a 380° pattern around the pole.
- At the antenna level, there is no approach engle that is safer than another. Typically, emissions directly below the antenna are less than in front of the antenna.



- Directional antenna model
- · Approach from eldes and rear.



PANEL ANTENNA

- Range from 1 to 8 feet in length
- Sled mounted or to a support structure on site (Rooftop)
- *Approach these antennes from the rear.



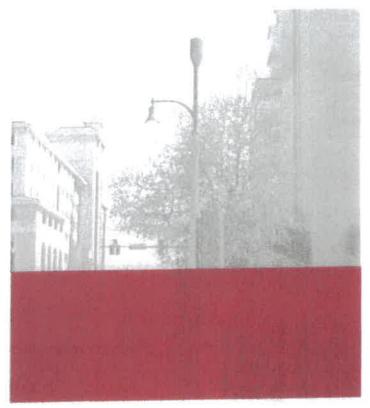
- QUASI-OMNI ANTENNA

 Quasi-Omni antennes have the appearance of a cylinder and contain emitters that radiate in a 360° pattern around the pole.
- At the antenna level, there is no approach angle that is safer then another. Typically, emissions directly below the antenna are less than in front of the antenna.



RESAFETY TRAINING CONTACTS

WATERFORD CONSULTANTS www.waterford:consultants com

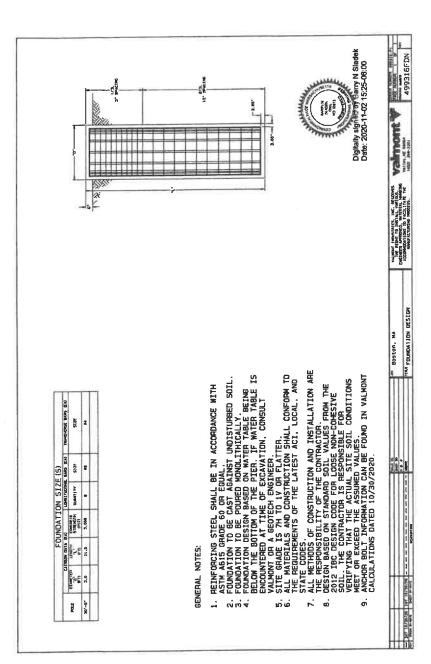


CONTACT US

Email: VZWRFCompliance@vzw.c
Subject: "ATTN:RF Compliance"

For Emergency Maintenence: 5-800-264-6520







Valmont Industries, Inc. West Highway 275 P.O. Box 358 Valley, Nebraska 68064-0358 USA (402) 359-2201

A Light & Traffic Structure Proposal for Verizon Wireless Boston, MA

> Valmont Order No.: 499316-P1

Digitally signed by Barry N Sladek Date: 2020-11-02 15:24-06:00

Prepared By: Isaac Ward October 30, 2020

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Valmont Industries, inc. West Highway 275 P.O. Box 358 Valley, Nebraska 68064-0358 USA (402) 359-2201

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Foundation Design	

Proprietary Information
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ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE IN ACCORDANCE WITH PARENTO-2015 ROWES. (FINAL DEFLACTED POSITION) BY INTO:004 VERSION PLBS 1.15.5.9 SUBJECT: Boston, MG - 30' Fluted Small Cell Pole - (130 MPH-RASHTO 1013) FOLDER: 499316 FILE: FLBODOLAISAE ELEVATION OF FOUNDATION ABOVE SURROUNDING TERRAIN = 0.0 (FT) STEPS INCLUDED ? NO RETURRENCE INTERVAL = 50 HMLT FATIGUE: NO HIDE VELOCITY = 130 (FH FASETO ICE INCLUDED ? YES CRITERIA: AASHTO-1013

DESIGN: SULMARY
POLE TOF DIAMETER (IN) 5.80

10.00 SSCTION: 1 12 FLAT FLUT 5.80 6.2817 30.00 626 0.1400 555 SIC5 - 55 SECTION CHARACTERISTICS
SHAPE
EASE CHAMETER (IN)
THE COLSES (IN)
LEMOTH (FF)
REIGHT (LES)
TAPER (IN.FE)
WIELD STRENSTH (MSI)
[MTERIAL
EASE WELD TUPE

ANCHOR EOLTS

MATERIAL SIC2 - 55 ksi
MATERIAL SIC3 - 55 ksi
MATERIAL - 1.5 TM
BOLT DIRMETER - 1.5 TM
BOLT CIRCLE - 1.90 TM
QUANTITY - 55 Ksi
VIDLO SCRENOTH - 55 Ksi

1

ANALYSIS OF VALMONT INDUSTRIES LIGHTLES STRUCTURE IN ACCORDANCE WITH ARRETO-2013 RQATE, (FINAL BEFLECTED POSITION) BY INTOSCI4 19/30/2020 VERSION Fire 1.15...)

SUBJECT: Boaton, MA - 30' Fluted Small Cell Pole - (130 MPH-RASHTO 10:3)

FOLIER: 499318 FILE: FL30E01A13AE

ELEVATION OF POURDITION ABOVE SUBROUNDING TERRAIN = \$0.0\$ (FT) STEES INCLUDED ? NO

REGURRETCE INTERVAL = 50 MMLT FATIGUE: NO WINE VELOCITY = 130 MEH FASHTO ICE INCLUTED ? YES

CRITERIA: ALBETO-2013

DESCRIPTION OF EFA LOADING *

PARTON STREET	ABEL N				
FOSTTIGN OF LOAD	HOUNTING HEIGHT** (FT)	CENTROID HEIGHT ** (FT)	DISTANCE TO CENT. FROM POLE (FT)	WEISHT (LBS)	REFECTIVE PROJECTED AREA SQ. (FT)
BOLE	30.00	31.50	6.00	150	4.47
FOLE	25.00	25.00	1.56	2)	2.60
FOLE	15.00	25.00	6.10	78	2.60
FOLE	10.00	10.00	1.00	300	11.60
FOLE	15.0)	15.00	0.00	100	36.17
FOLE	10.00	10.00	2.00	223	5.00

THE VALUES SHOW! IN THIS TABLE MUST NOT BE ENCEDED WITHOUT CONSULTING "MAIGOUT. AIM SIDES OR OTHER EXHBERCISE NOT ERCOLDED BY THE SECLETING ASSENCY HAVE BEE! ESTIMATED BY VALUENT."
THESE RECENTS ARE ABOVE BOTTOM OF BASE PLATE OR TRANSPORMER BASE.

AMALYSIS OF VALMONI INDUSTRIES LIGHTING STRUCTURE IN ACCORDANCE MITH ARSHO-2113 RQMIS. (FINAL DEFLECTED POSITION) BY IWT08044 10/30/2020 VERSION FUSE 1.13.9.1

SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (130 KFH-AASHTO 2013)

FOLCER: 499315 FILE: FL30D01A13AE

RESULTS SUMMARY

IMMIMUM COMBINED STRESS RATIO IN EACH MEJOR COMPONENT EMERGEROUPS I, II & III;

MAKINUM REACTIONS APPLIED TO FOUNDATION

POLE (AT C.50 (FT)) = 0.92 BRSE FLATE = 0.97 RECHOR ECUTS = 0.61

EENDING MOMENT = 61651 FT-LBS TORSION = 1754 FT-LBS SHEAR FORCE = 3984 LBS AXTAL FORCE = 2439 LBS

POLE 1.42 KSI

RESULTANT DEFLECTION OF FOLE TOP CAUSED BY DEAD WRIGHT C.12 REGREES

3

ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE IN ACCOMENCE WITH ASSETCH-2013 ROWS. (FINAL FEEL SCHED POSITION) BY INTOROISE 10/30/2020 VERSION Fise 1.13.5.0

SUBJECT: Boaton, MA - 30' Fluted Small Cell Pole - (130 MPH-AASHYO 2013)

FOLIER: 499316 FILS: FL30F01A13AE

POLE PROPERTIES

	R WELL STREET,	Description of the last last last last last last last last			; CE 22 H-15 T 2 T 2 T 2 T 3 T 3 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1				
HEIGHT D	iametêr (I'i)	WALL THK. (IN)	ROUNDNESS RATIO	D/T	MONEHUTE OF INERTIA (ECN4)	SECTION MODULUS (IN 3)	AREA (1872)		
30.60 27.50 25.60 27.50 20.00 17.50 12.50 10.00 7.50 5.00 0.75 0.75	5.860 6.150 6.950 7.200 7.200 7.900 8.250 3.600 5.950 9.300 9.515 9.930	0.1391 0.1391 0.2391 0.1301 0.2391 0.1391 0.2391 0.2391 0.2391 0.2391 0.2391 0.2391	0.03 0.03 0.03 0.03 0.07 0.03 100.03	24.26 25.72 27.19 25.65 35.11 31.52 35.14 34.50 35.97 37.43 61.21 41.53 61.62	51.69 58.33 55.53 72.53 85.34	5.63 6.31 7.36 7.34 8.66 9.52 10.42 11.36 13.39 14.46 15.46 17.61	4.16 6.46 4.70 5.23 5.43 5.75 6.26 6.26 7.30 7.30		

4

AMALYSIS OF VALMONT HIDDSTRIES LIGHTING STRUCTURE IN ACTORDANCE FITH ARSHTO-2015 ROPTS. (FINAL DEFLECTED POSITICAL BY IN 08044 10/30/2020 VERSION FUSS 1.13.0.0

SUBSECT: Boston, MA - 30' Flured Small Cell Pole - (136 MPH-ARSHIG 1013)

FOLCER: 499316 FELE: FL30C01A1SAE

LEVATION				DRAG	VELOCITY RESPONSE	MINE
TOP OF	CENTROID	WEIGHT	PROJECTED	COEFF	PRESSURE	FORCE
ENERT	ABOVE BASE	FORCE	AREA	COEFT		41.ES!
(FT)	(32)	(LBS)	(ET'2)		(PSF)	1253:
TORMI. 1	31,50	150.60	4.47	1.60	48.94	218.8
TUMMT. 2	25,00	20.00	2.50	1.00	46.62	121.2
TCHMT. 3	25.00	75.07	2.00	1.00	46.62	93.2
TORMI. 4	10.00	390.07	11.60	1.00	42.66	494.9
TCHMT. 5	15.03	160.03	36.17	1.00	42.66	1343.1
TCHMI. 6	10.60	220.00	€.00	1.00	42.66	213.3
	28.74	39.77	1.04	1.50	48.01	69.7
30.0		42.00	1.32		47.10	93.1
27.5		44.24	1.39		46.12	96.2
25.0		65.47	1.46	1.50	45.05	98.9
12.5		48.71	1.54	1.50	42.68	161.1
20.0 17.5		50.94	1.61	1.50	42.66	103.0
	13.74	53,17	1.69	1,50	42.66	1(7.7
15.0		£5.41	1.76	1.50	42.26	112.3
12.5		57.64	1.53	1.50	42.86	117.0
10.0		39.89	1.90	1.50	42.66	121.7
5.0		55.83	1.77	1.50	42.66	113.5

ANALYSIS OF VALMORY INDUSTRIES LIGHTINS STRUCTURE IN ACCORDANCE WITH RASSHO-2013 ROWS. (FINAL DEFLECTED FUSITION) BY INTOSO44 16/30/2123 VERSION Files 1.15.5.0

SUBSECT: Boaton, MA - 30' Fluted Small Cell Pole - {130 MPH-AASETO 1013}

FOLDER: 499316 FILE: FL30DOLA13AB

FMALYSIS OF FOLS: FORCES AND MODERN'S

SECTION	GROUP	FORCES	(1B3)	11014	ENTS (FT-LE	9;
HEIGHT+	LCAP		NAME AND ADDRESS OF THE OWNER.		****	
(EE)	uo.	ANIAL	SHEAR	FRIMARY	SECONDARY	TOTAL
33.30	2	133	239	328	16	344
27.50	2	1"2	322	957	47	1034
.5.00	5	294	635	2375	63	2457
22.53	7	310	736	4 C 3 5	142	4177
10.00	- 3	369	837	5935	208	6145
17.55	Ē	4:1	939	8093	274	836"
15.00	2	579	2569	10503	345	10849
12.50	£	550	2695	17033	425	17459
10.00	=	1150	3534	2457€	501	25079
7.5	-	1246	3640	33441	523	31065
5.00	3	1348	3749	42631	717	43319
2.75		1449	3447	51110	773	51695
0.50		1506	3965	59879	792	6:067.
2.2:	71	1548	3962	61619	791	62651

AMALYSIS OF VALMONT INDUSTRIES LIGHTINS STRUCTURE
IN ACCOMPANCE WITH AASHTO-2015 ROMES. (FIRAL EPRISCIPED POSTTICM)
BY IMTOSO44 10/50/2020 VERSION Fuse 1.15.0.0

SUBJECT: Boaton, MA - 30' Fluted Small Cell Pole - (130 MPH-AASHTO 2013)

FOLDER: 499316 FILE: FL30DC1A1SAE

ANALYSIS OF FOLE: STRESSES

4 0-0 y 4 1933 2 2 2 2								
SECTION O	ROUF	COLE.		O STRESS			STRESS	
HEIGHT*	LOAD	STR.	STREET, STREET					
(FT)	EO.	CITAR	ATTAL	EBND.	SHEAR	AMIAL	EEND.	SHEAR
30.00	,	0.02	0.03	0.73	0.00	33.00	45,26	24.1
27.50	2	0.04	0.04	1.96	9.00	33.00	49.28	24.13
25.00	2	0.09	0.66	4.17	9.76	33.00	49.28	24.1
20.00	2	0.14	0.07		J.66	33.00	48.28	24.1
	2	0.16	0.07	€.52	0.60	33.60	45.16	24.1
20.00	2	0.22	0.07	10.54	0.36		45.28	24.1
17.50	2	0.22	0.04	20.04	2100			
15.03	2	0.26	0.03	12.48	0.51	33.00	49.28	24.1
12.50	2	0.38	0.19	16.42	0.47	33.60	48.08	24.1-
10.00	2	0.51	0.19	24.34	9.99	33.00	46.28	\$4.13
7.50	2	2.64	0.19	30.52	0.92	33.00	49.18	24.19
	2	0.78	0.29	35.94	0.7€	33,00	49.28	24,14
5.00	2	54.6	4.27	22454				
2.75	2	6.94	0.21	40.26	0.71	33.00	49.28	24.14
0.50	2	9.92	0.21	44.13	0.67	33.60	46.28	24.14
0.00	2	€.85	0.21	42.07	1.60	33.60	45.28	24.14

^{*} THESE HEIGHTS ARE ABOVE THE POLE BASE PLATE.

AMALYSIS OF VALMONT INDISTRIES LIGHTING STRUCTURE IN ACCORDANCE VITH ARCHTO-2715 ROMES. (FINAL DEFLECTED ROSIFICAL) SY INFORO44 IC/50/2727 VERSION Figs 1.13.9.9

SUBJECT: Boaton, MS = 30° Fluted Small Cell Pole = (130 NEW-AASHTO 1013)

FOLDER: 499316 FILE: FL30D01A13AE

BASE FLATE (SQUARE	SCUARE	1	FLATE	3A3E
---------------------	--------	---	-------	------

GASE FLATE (SQUARE)		医环状溶液 计可以 医皮肤 医皮肤 医腹膜 医皮肤 化二氯甲基甲基甲甲基甲甲基甲甲基甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲
the second sections with him property and the second section of the bigging	****	
RECES	giv .	15.50 IN
THICKNESS	-	1,250 IN
VIELD STRENGTH	100	36 MSI
STATIC COMPINED STRESS RATIO	=	C.97
BASE VELD TIFE	-	SOCKET

BASE WELD TUFE -		SUCKET	
ANALYSIS OF BASE FLATE			
Chica and chica and control an	-	0.97	
COMMINED STRESS RATIO	-	61.21	
GROUP LOAD TATMEER	=	2	
CRITICAL NING DIRECT.	-	45.()	DEGREES
ALIGNMENT OF THE BEND LINE	- 27	135.01	DESREES
	-	54069	
EOLT FORCE	-		
BOLT-TO-BEND LINE HOMEHT ARE	-	2.()	
WIDTH OF BEHCING SECTION	463	11.92	18:
APPLIED EEDING STRESS	80	34.85	KSI
	_	35.91	KST
ALLOWABLE BENDING STRESS	-	-50122	1,00
ANCHOR POLTS			
医多三式物物医管测量医中枢 等氧管片 电影 电压电点法 职业 生物原品			

E D - 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
OURSTITY	-	4	
BOLT DIAMETER	-	1.75	II:
BOLT CIRCLE	em.	14.60	II:
TRITIAL BOLT AUGLE	*	45.69	DEGREES
BOLT LENGTH	24	64	III:
VIELD STRENGTH	-	55.00	KSI
STATIC DOMBINES STRESS RATIO	F	0.61	

ANALYSIS OF AMCHOR BOLTS

-		****	マンドエススコンエルル	MODEL SCHOOL	State of Lange	EGEPHEN		A-10-1-1	
SROUP LOAD NO.	CRITICAL WIND DIRECT- (DEG)	MAX. COMB. STRESS RATIO	AXIAL FORCE (LES)	SHEAR FORCE (LES)	APPL STRESS STRESS AXIAL	[KSI]	STRESS	SHEAR	DON'ST DON'ST
2	48 45	0.61	84769 16701		28.47 15.11	7.66 7.33	38.58 36.58	21.95 21.95	0.60

THESE ARE DIRECTIONS TOWARD WHICH THE WIND IS FLOWING.

AMALYSIS OF VALMENT INDUSTRIES LIGHTINI STAUCTURE IN ACCOMPANCE WITH MARHITO-2213 RUMTS. (FINAL DEPLECTED POSITION) BY 18703-044 10730/2929 VERSION FUSE 1.15.6.9

SUBJECT: Boston, MA - 30' Fluted Small Call Pole - (130 MPH-AASHTO 1013)

FOLDER: 499316 FILE: FL30001A13AE

POLE DEFLECTION INFORMATION

ELEVATION	ROTATION!	SICPE	DEFLECTION	DEFLECTION
	CEGREES	IN/FT	£.1	IN
FT	3.03	6.84	1.)9	13.1)
30.00		6.63	5.96	11.53
27.50	3.00		0.93	9.57
25.00	2.95	6.62	0.70	8.45
22.50	2.85	(.60		6.99
20.00	2.72	(.57	(.58	
17.50	2.56	(.54	C.47	5.60
	2.35	C.56	0.36	4.50
15.00		(.45	0.26	3.11
12.50	2.15		5.17	2.67
10.00	1.84	0.39	0.10	1.20
7.50	1.46	6.31	2.05	0.55
5.00	1.01	6.21		0.17
2.75	2.57	(.12	0.31	
	0.10	0.52	0.50	0.61
0.50		(.00	(.66	6.00
0.00	0.00	Ç.00		

Valmont Industries, Inc. Foundation Design

Filename :C:\impax\project\FdnData\499316FDN.lfn
Title :FL30001A13AB
Engineer :IW708044
Date :10/30/2020 12:00:00 AM

Foundation Summary

Depth Required by Torsion : 3.10 (ft)
Depth Required by Layered Broms : 8.50 (ft)
Depth Required overall : 8.50 (ft)
Depth Overage : 2.00 (ft)
Total Depth Provided : 11.00 (ft)

```
Valmont Industries, Inc.
Foundation Design

Filename :C:\impax\project\FdnData\499316FDN.lfn
Title :Fi300DIAlJAR
Enginer :IxV780044
Date :10/30/2020 12:00:00 AM

Skin Friction - (Torsional Analysis)

Reactions at Top of Foundation
M = Moment : 62651 (ft-lbs)
Torsion : 1784 (ft-lbs)
P = Shear : 3964 (lbs)
Axial : 2439 (lbs)

To := Torsion Overload = 1.50

Foundation Properties
b = Foundation Diameter
Elevation of Foundation top : 0.50 (ft)

Calculation of Required Depth by Soil Layer
Soil Description
U := Friction factor
W := Effective unit weight
Friction Angle
Kp := Passive Press. Coeff.
d := Required Layer Depth
OSTOP := Overburdeon press.
DBSOT := Overbu
```

Valmont Industries, Inc. Foundation Design

Filename :::\impax\project\FdnData\499316FDN.1fn
Title :Fi.30D01a13AB
Engineer :IM708044
Date :10/30/2020 12:00:00 AM

Modified Brohms - (Shear and Bending Analysis)

Reactions at Unfactored		dation	Overload Factors	Factored	Reacti	ons	
	KERCEIONS					7775703	/EL 74-3
Moment	: 6265	1 (ft-(bs)	2.00	Moment		7722205	(TC-1DS)
Torsion	179	1 (ft-]bs) 4 (ft-]bs)	1.50	Torsion		2676	(ft-lbs) (ft-lbs)
	. 1/0	4 (11-100)			•		39.
Shear	: 396	4 (1bs) 9 (1bs)	1.50	Shear	•	5946	(1bs) (1bs)
	243	ń čines	1.50	Axial		3650	(The)
Axial	; 240	2 (1D2)	1.30	CV:81	•	2000	(100)

Foundation Properties Foundation Diameter Elevation of Foundation top Pier Length Pier Depth in Soil	:	3.00 (ft) 0.50 (ft) 9.00 (ft) 8.50 (ft)
--	---	--

Soil Properties

Layer	Soil Type	Thickness	Top Depth	Density (pcf)	Coheston (psf)	•	Phi (dea)
	NonCohesive NonCohesive		0.00 10.00	105.0	(427)	3.000	(deg) 30.00 30.00

Soil Properties / Forces

Layer	Thickness (ft)	Overburdeon Top(psf)	Pressure Bot(psf)	Lateral Res	istance Bot(lb/ft) 17527	Soil Force (lbs) 54180
1	(ft) 6.18 2.32	649	649 893	-17527	17527 -24098	54180 -48234

Shear and Moments along foundation length

Distance below top	Shear	Moment
of foundation (ft)	(lbs)	(ft-kips)
0.00	5946	134412
0.90	5719	136745
1.80	3551	140916
2.70	-915	142103
3.60	-7676	138237
4.50	-16734	127252
5.40	-28088	107083
6.30	-41739	75661
7.20	-38783	35938
8.10	-20540	9243
9.00	0	0

Total Depth Required : 8.50 (ft)

```
Valmont Industries, Inc. Foundation Design
   Filename:C:\impax\project\FdnData\499316FDN.lfn
Title:FL3001A13AB
Engineer:IN708044
210/30/2020 12:00:00 AM
Reactions at Top of Foundation

M = Moment : 62651 (ft-lbs)

Torsion : 1784 (ft-lbs)

P = Shear : 3964 (lbs)

Axial : 2439 (lbs)
   YO := Shear Overload =
TO := Torsion overload =
                                                                      1.50
Steel Properties Variables

As = Min. required longitudinal reinforcing steel (in2)

p = Min. longitudinal reinforcing steel ratio
Per Section 15.8.2.1
steel Properties
p = 0.005
As = 5.09 (in2)
---- AASHTO 1994 Concrete Moment Check -----
Steel Properties
p = 0.005
As = 3.09 (in2)
Per AASHTO 8.17.2.1.3 the maximum spacing of longitudinal bars must be
less thatn 12 inches in the pattern
TEC 2000 Concrete Moment Check
Section 1809.1.2.1 Cat 0 p = 0.0025 pg.444
Steel Properties
p = 0.0025
As = 2.54 (in2)
---- Round Section with Circular Core Method Concrete Moment Check -----
Steel Properties

LF = 2.00 Load Factor

AS = 2.84 (1n2)

phiv = 0.75

phiA = 0.65
Assuming tension controls (eccentricity-balanced) condtion use the the whitney-Hopnestad formula.

DRX = 0.1824

C lepth to Rotation (ft)

DRX = 0.650

Firstio = Reinforcement Ratio

var1 = (0.85 * Ecc / 8) - 0.38)A2

var2 = Firstio * M * (8 - 8 in) / (2.5 * 8)

var3 = (0.85 * Ecc / 8) - 0.38)

r_ra = (0.85 * Ecc / 8) - 0.38)

r_ra = (0.85 * Ecc / 8) - 0.38)

c = (0.85 * Ecc / 8) - 0.38)

c = (0.85 * Ecc / 8) - 0.38)

c = (0.85 * Ecc / 8) - 0.38)
  Use a reinforcement ratio that will result in r_ra equaling approximately 0: rf_ratio = 0.0028 r_ra = 2.221
   As = 2.84 (in2)
  Method 2 AASH As2 = 5.089in2 As2_total= As2 * 1.0 As2_total= 5.089in2
  Method 3 IBC As3 = 2.545in2 As3_total= As3 * 1.0 As3_total= 2.545in2
  Method 4 Whit As4 = 2.840in2 As4_total= As4 * 1.3 As4_total= 3.777in2
          circumf = PI * (8 - 12 in) circumf = 75.398 in
```

SMALL WIRELESS COMMUNICATIONS FACILITIES LICENSE AGREEMENT (234 Bridge Street, Salem, MA)

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES LICENSE AGREEMENT ("Agreement") is entered into this 21st day of July, 2020 by and between the City of Salem, Massachusetts ("City") and Cellco Partnership d/b/a Verizon Wireless ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant, Subject to Laws (defined in Section 15) and this Agreement, City grants Licensee the right to Install, maintain, and operate Small Wireless Facilities (as defined in section 13 below) ("Equipment") on a replacement light pole at the location of an existing light pole (the "Equipment Space") owned, leased, or controlled by City at 234 Bridge Street, Salem, Massachusetts (the "Property") and thereby enable Licensee's provision of wireless communications services. Said license to be known herein as "Pole Licensee" and shall include the replacement light pole also described herein. The Property is legally described on Exhibit A attached hereto and made part hereof. Licensee's communications equipment will be installed on the light pole for the installation, operation, and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between the Equipment Space and to all necessary electrical and telephone utility sources located on the Property. The Equipment Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are shown on Exhibit B attached hereof and made part hereof. Exhibits A and B are subject to approval by the City pursuant to Section 4 herein.

As shown in Exhibit B, Licensee shall replace the existing light pole located at the Property with a replacement light pole of the same design incorporating the Equipment ("City Pole"). Upon installation, the City Pole shall become the property of the City. In the event of any damage to the City Pole that affects Licensee's or City's use, Licensee may repair or replace the City Pole with a like-kind pole at its expense. Licensee may temporarily use an alternative pole or structure reasonably acceptable to City and Licensee during repair or restoration of the City Pole.

Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of City under applicable laws to use any and all parts of the rights-of-way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, coverants, restrictions, encumbrances, and claims of title of record that may affect the right of way (also referred to as "ROW" herein). Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted

under this Agreement shall be subject to the reasonable review and approval of the City to ensure that the work is in conformance with the terms of this Agreement, Laws, and with the petition upon which the City Council orders the grant of location under MGL. Chapter 166.

- 2. Term of Agreement. The term of this Agreement shall commence on the date of the approval of the Pole License application by order of the City Council under MGL Chapter 166 and pursuant to the process detailed in Section 4(a) herein ("Effective Date"). The Agreement shall be executed by both parties prior to the Effective Date, however, for the evoldance of doubt, neither the date listed in the first paragraph of this Agreement nor the date of its execution shall be deemed to be the Effective Date. The term of this Agreement shall be for 15 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety (90) days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for one additional 15-year.period. After its venture or earlier termination, the terms this Agreement shall continue to apply to the Pole License entered into hereunder until the expiration or termination of such Pole License.
- 3. Fees. Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit C. If during the term of the Agreement, a court of competent jurisdiction issues a final, non-appealable order vacating the Declaratory Ruling issued by the Federal Communications Commission on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rod 9088) ("Wireless Infrastructure Order"), the Parties shall negotiate a new annual attachment rate ("Replacement Rate") to become effective on a prospective basis on the date the Wireless Infrastructure Order is vacated, provided that such Replacement Rate is consistent with all applicable fearland state laws, rules, regulations, orders, or similar requirements ("Applicable Law"). If after implementation of the Replacement Rate, Applicable Law is modified so that the Replacement Rate is no longer consistent with Applicable Law ("Change of Law"), then the Parties agree to promptly amend the Agreement to revise the Replacement Rate consistent with such Change of Law effective as of the date on which the Change of Law occurred.

Licensee shall pay the one-time application fee with submission of the application for a Pole License in accordance with the fee schedule set forth in Exhibit C. Licensee shall pay the initial recurring fee for the City Pole on or before the Commencement Date (defined in Section 4(d)) and pay subsequent recurring fees on or before December 31st of each subsequent year. Before any recurring fees are paid, City shall provide to Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Licensee may make payments by check made out to the order of the City of Salem and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions to be provided by the City.

City of Salem Treasurer's Office 98 Washington Street Salem, MA 01970 Attn: Kathleen McMahon, Treasurer

4. Pole License.

- (a) Prior to using or installing the City Pole, Licensee shall file the application for that Pole with the City Electrician and shall include the information required by Chapter 12, Article III of the City Ordinances and applicable provisions of the City Electrician's Guidelines dated April 2016. Within 60 days after it receives the application, the City shall, in writing, either approve the Pole License application or reject the City Pole included in the application for one or more of the reasons specified in subparagraph (b), with an explanation of what needs to be corrected to address the reason for the rejection. If the City timely rejects the Pole included in the application for the reason specified in clause (b)(i), the review period will be suspended until Licensee cures the non-compliance. If the City timely rejects the City Pole included in the application for one or more of the reasons specified in subsection (b) below, the rejection shall not be final, and the Licensee shall be given an additional 60 days from when it receives written notice of the rejection (or such longer time as the Parties may reasonably agree upon) to revise or supplement the application to address the reason(s) cited for the rejection. Notwithstanding the foregoing, the Parties agree to work cooperatively and in good faith to enter into a tolling agreement should either Party require an extension of time as a result of delays caused by, among other things,
- (b) The City's consideration of the application under this Agreement shall be governed by the requirements of Chapter 166 of the General Laws, Chapter 12 of the City Ordinance and applicable provisions of the Electrician's Guidelines (dated April 2016), issued thereunder, to the extent consistent with applicable state and federal law. These requirements shall apply to all applications to place Small Wireless Facilities on poles in the ROW (collectively, the "Design Criteria and Requirements"). Changes made to the City's Design Criteria and Requirements shall not be imposed or otherwise applied retroactively unless required by state or federal Laws. The replacement of the City Pole or other Infrastructure shall be at the sole expense of Licensee, including all costs associated with the transfer of all existing attachments and facilities. Licensee shall pay all costs to operate and keep Illuminated the City Pole, unless the Licensee, at its own expense, provides for a separate meter for its own equipment.
- (c) Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Licensee may install an electric meter on the Pole or the ground adjacent to the Pole at its own expense provided it is shown on any required drawings submitted and approved as part of the application.

- (d) The term of the Pole License for the City Pole shall be 10 years beginning on the first day of the month following the date that is 180 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). The Pole License shall automatically renew for three (3) consecutive five (5) year periods unless the Licensee or the City provides written notice that it intends not to renew or wishes to negotiate new terms.
- (e) The Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party falls to comply with this Agreement and the party has failed to cure within 60 days after receipt of written notice, or has failed to initiate a cure within 60 days of receiving written notice and diligently pursue where the nature of the cure is such that it reasonably requires more time to complete; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with, any governmental approval applicable to Licensee.
- (f) Following expiration or earlier termination of the Pole License for the City Pole, Licensee shall remove all Equipment from the City Pole and, other than reasonable wear and tear, repair and restore the City Pole and the ROW to its prior condition, unless the City authorizes otherwise. The City shall retain ownership of any poles Licensee or its contractor removes pursuant to this Agreement and shall provide directions to Licensee for their reuse or disposal. The provisions of this section shall survive the expiration, completion, or earlier termination of this Agreement.
- 5. Permits/Municipal Ordinance. Applicable requirements of the City's Ordinance are incorporated into the terms of this Agreement. City may impose on any such permit only those conditions that are (a) permitted by applicable Laws and (b) consistent with the requirements of the Ordinance and the Electrician's Guidelines issued thereunder. In the event that installation, maintenance, or repair activities will disturb or block pedestrian or vehicular traffic in the ROW, Licensee shall obtain all generally applicable permits, including, for example, any generally applicable road opening or excavation permits required by City prior to commencing such work and arrange and pay for police details where required. Fees associated with required permits shall be in addition to any recurring fees agreed to herein.

interference.

(a) Licensee will not cause interference to City traffic, public safety, or other communications signal equipment in the ROW and will install such equipment that is the type and frequency that will not cause any interference to the equipment of the City that existed prior to the date of the execution of this Agreement. City will not install, or knowingly authorize installation of, new equipment that will cause interference to Licensee's Equipment or Licensee's Use. In addition, all work by Licensee shall be carried

out in such locations and in such manner so as not to unreasonably interfere with water, gas, sewer pipe, traffic signal, street light, and other utilities and conduits already existing.

If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622 or to City at its IT Help Desk at (978) 825-3608, with Attention to the Chief Information Officer (currently Matthew Killen), and the parties shall work together to cure the interference as soon as commercially possible. Notwithstanding anything in this Agreement to the contrary, however, it is expressly agreed that if any of Licensee's equipment causes Interference to City's public safety communications, Licensee, shall upon written request from the City, promptly take action to eliminate the interference, which may include powering down the particular equipment, and shall be responsible for coordinating and resolving the interference within 48 hours of receiving notice. If the problem cannot be rectified within 48 hours, the Licensee shall cease operation of the equipment until the interference is resolved. If the Licensee's equipment or services cause interference with any systems impacting the City's emergency preparedness, law enforcement, or other urgent public safety obligations, the City may take any and all such steps as it is empowered to do under its police power authority, including discontinuing electricity to the equipment, until the Interference problem is resolved.

Performance of Work, Maintenance, and Modifications.

- (a) Licensee shall use and 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 clean and workman-like manner the work site area located within the ROW. All work undertaken by Licensee shall always be performed by workers in accordance with generally accepted industry practices.
- (b) Licensee agrees to receive prior written authorization from an authorized representative of the City before installation or replacement of any equipment or attachment not specified in the approved application. An application is required any time Licensee seeks to add new telecommunications attachments or expand existing attachments such that there is a material change in the number, type, size, weight or manner of attachment. Licensee shall obtain all required permits for any such work. The installation of any equipment in the ROW that is not listed in the Application shall constitute a material breach of this Agreement and may result in a revocation of the Pole Licensee and/or grant of location. Notwithstanding the foregoing, the Licensee may repair or replace an existing attachment or any component thereof without submitting a new Application, if the repair or replacement is substantially similar in size and weight to pre-approved configurations and equipment specifications.
- (c) Licensee shall monitor the Equipment and shall ensure all Licensee attachments are structurally sound, and shall provide the City with confirmation of same

upon request. Licensee shall keep and maintain the Pole and all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may access the City Pole to maintain or repair Equipment from time to time with prior notice to City Engineer and City Electrician.

- (d) In the event Licensee determines that the cutting or trimming of public shade trees is necessary, Licensee shall comply with the requirements set forth in Chapter 87 of the General Laws and Section 3-260 of the City's Code of Ordinances
- (e) Licensee shall maintain its Equipment located in the ROW in such condition that they shall not constitute a danger to the health, safety, and welfare of the public. In addition, Licensee shall also be responsible for ensuring that the paint and finish on the Gity Pole and Equipment remain in good condition, consistent with that of other similar City poles.
- 8. <u>Removal and Relocation</u>. In non-emergency situations, due to considerations of safety, reliability, and engineering, City may request removal or relocation of Licensee's Equipment or the City Pole by delivering written notice to Licensee identifying the need for such removal or relocation and a comparable alternative ROW location and/or pole to which Licensee may relocate its Equipment. After receiving notice, Licensee shall relocate its Equipment to alternative ROW location and/or an alternative pole identified by City as soon as practicable, within ninety (90) days of receipt of such notice.

If the City determines the need to relocate or remove Equipment due to considerations of safety, reliability, and engineering, Licensee shall, at its sole cost and expense, effect such removal, relocation, or replacement of the Equipment. In the event relocation of Equipment is necessitated by another party (other than City), the cost and expense of such relocation shall be borne by such other party, and Licensee shall not be required to relocate such Equipment until adequate assurance of payment or reimbursement is delivered to Licensee by such other party. Notwithstanding any other provision hereof, in the event that City or the State enacts an ordinance, law, or regulation requiring that all aerial (e.g., pole-mounted) wires and cables in some or all of the geographic area of the City be relocated to underground Installations in the ROW, Licensee shall be permitted to participate in any joint build program for underground installation of telecommunications and other compatible utility wirelines and cables and to pay only its reasonably determined proportional share of the cost of all such refocations covered by the joint build program. If the placement, installation, construction, maintenance, operation, removal, or relocation of Equipment by Licensee disturbs or alters the ROW or City Pole or equipment, Licensee, at its own expense, shall restore the ROW and/or City Pole or equipment in accordance with the provisions contained in City's Code of Ordinances, ordinary wear and tear not caused by Licensee excepted.

In the event of any emergency that threatens persons or property, City, may, in its sole discretion take reasonable actions to protect the public health and safety of its citizens and to ensure safe operation of its ROW and public facilities, which may include removing the City Pole and the Equipment attached thereto. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the City Pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). Removal of the Equipment pursuant to this paragraph shall be at Licensee's sole cost and expense, unless removal undertaken by the City damages such Equipment as a result of its gross negligence or willful misconduct. City will give as much notice as practicable under the circumstances, which may be after City's removal of the City Pole or Licensee's Equipment.

Licensee acknowledges and agrees that it bears all risk of loss or damage of its Equipment installed in the ROW pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to the Equipment, except to the extent that such loss or damage was caused by the gross negligence or willful misconduct of the City, including without limitation, each of its officers, agents, employees, and contractors.

9. <u>Indemnity/Damages</u>. Licensee shall indemnify, defend, and hold the City, its employees, officers, elected, and appointed officials, agents, and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs, or expenses (including reasonable attomeys' fees) arising from any third party claims resulting from Licensee's performance of or breach of this Agreement. Licensee's indemnity shall not apply to any liability resulting from the gross negligence or willful misconduct of the City or other Indemnified Parties. The City shall give prompt written notice to Licensee of any claim for which the City seeks Indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the City, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive, or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance required to be provided by this Agreement. The Licensee's duty to indemnify City and its other Indemnitees listed above shall survive the termination of this Agreement.

Insurance and Performance Bond.

(a) Licensee and its subcontractors shall carry the following insurance: (i) commercial general flability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodlly injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as

required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy

- (b) The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appears under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.
- (c) In accordance with the applicable City Ordinances, Licensee shall provide the City with a Performance Bond and Certificate of Insurance to provide evidence of insurance. Licensee will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s). _____
- 11. <u>Assignment</u>. Licensee may assign this Agreement, the Pole License, and/or related permits to any entity that (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market. Licensee shall provide the City notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement, or the rights granted hereunder, without the City's consent.
- 12. <u>Notices</u>. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to City:

With a copy to:

City of Salem 93 Washington Street Salem, MA 01970 Attn: City Solicitor City of Salem 93 Washington Street Salem, MA 01970 Attn: City Clerk's Office

If to Licensee:

With a copy to:

Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Celloo Partnership d/b/a Verizon Wireless 100 Southgate Parkway Morristown, New Jersey 07960 Attention: New England Market Legal

Department

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Definitions of Wireless Facilities.

(a) "Small Wireless Facilities" include all equipment required for the operation and maintenance of radio-frequency communication systems that transmit and/or receive signals including antennas, electronics, and other types of equipment required for the transmission or receipt of such signals but are not "Major Telecommunications Facilities" as defined below.

Small Wireless Facilities shall meet the following criteria:

Each antenna is located inside an enclosure of no more than six cubic feet in volume and where primary equipment enclosures associated with the facility is cumulatively no more than 28 cubic feet in volume. Volume shall be measured by the external displacement of the primary equipment enclosure, not the internal volume of each enclosure. Associated equipment, including electric meters, and other equipment that is concealed from public view within or behind an existing structure or concealment may be located outside of the primary equipment enclosure and shall not be included in the calculation of the equipment volume.

Small Wireless Facilities shall also meet one or more of the following conditions with regard to height:

- (i) are mounted on structures 50 feet or less in height including their antennas as defined in section 1.1320(d); or
- (ii) are mounted on structures no more than 10 percent taller than other adjacent structures; or
- (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater.

Small Wireless Facilities do not include (i) wireline backhaul facility (facility used for the transport of communications data by wire from wireless facilities to a network; (ii) coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation; or (iii) underlying vertical infrastructure owned by the City (City Pole and Facilities).

- (b) "Major Telecommunications Facilities" means any telecommunication towers, poles or similar structures that do not meet the criteria for a Small Wireless Facility, including accessory equipment such as transmitters, repeaters, microwave dishes, and other types of equipment for the transmission or receipt of such signals, as well as support structures, equipment buildings, and parking areas.
- 14. Taxes. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee

is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

- 15. Laws. When placing, installing, constructing, maintaining, operating, removing or relocating equipment in City right-of-way, Licensee shall comply with all applicable current and future federal and State statutes, regulations, municipal ordinances, and orders to the extent consistent with applicable federal and state law, including but not limited to the grant of location process detailed in Chapter 166 of the General Laws, City permitting requirements, the state construction standards, FCC standards with respect to radio frequency emissions, state and federal environmental laws governing the handling of hazardous materials, the National Electric Code (NEC) and/or National Electric Safety Code (NESC) ("Laws"). If compliance with National Electrical Safety Code and other clearance requirements necessitates the trimming or removal of trees or vegetation, the Licensee shall notify the City's Shade Tree Warden and shall comply with the requirements set forth in Chapter 87 of the General Laws. Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and no more burdensome than the City's treatment of other users of City poles in the ROW.
- 16. <u>Miscellaneous.</u> This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the Individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

Ver. 061820 SALEM_SC27_MA-A / 392089

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duity authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF SALEM

CELLCO FARTNERSHIP D/B/A VERIZON WIRELESS

Printed Name: Elward Denni Printed Name: Paul D. DLSWN
Title: SR. MANAGER
Date: 7/16/20 Sol.

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

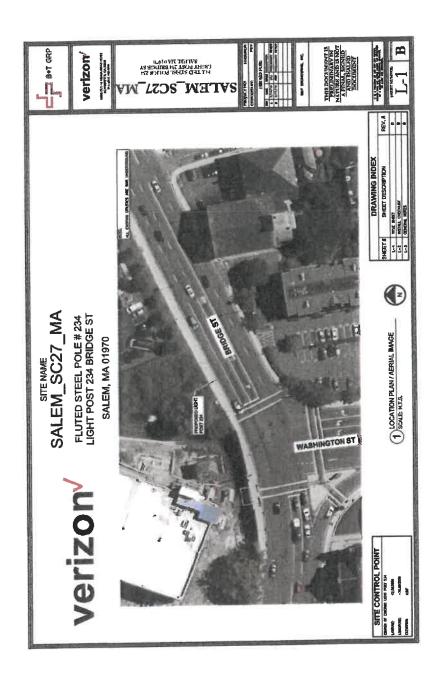
DESCRIPTION OF PROPERTY

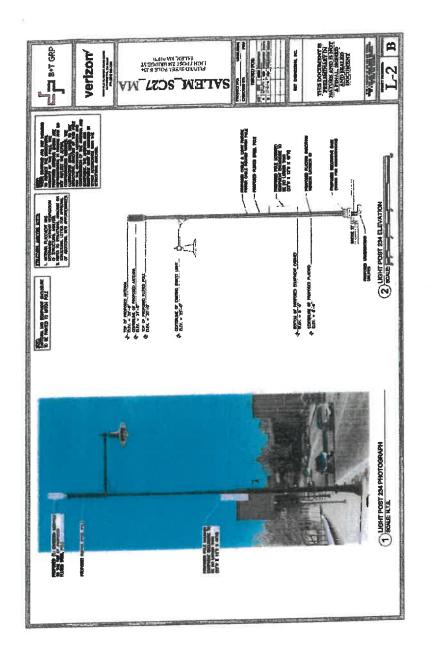
The Property as shown on the Tax Map of the City of Salem as Lot # 35-0026-0, and being further described in Deed Book 12390 at Page 22 as recorded in the Office of the County Registry of Deeds.

EXHIBIT B

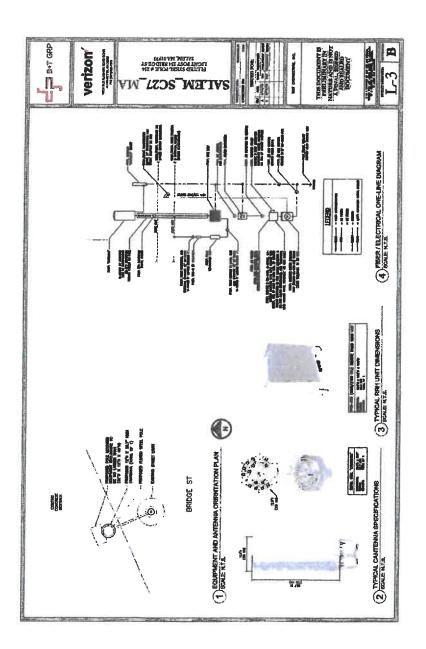
SITE PLAN OF PREMISES

See Attached.





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EXHIBIT C

FEE SCHEDULE

One-Time Application Fee

\$500 (Ordinances, s. 12-170 (2016) of the City of Salem)

City Pole Recurring Fee

\$270 per year

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City of Salem

In the year Two Thousand and Twenty One

An Ordinance Relative to Traffic

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

Section 1. Section 10 of Article I be amended by repealing the following:

Beaver Street – One-Way Streets – From where the easterly end of Silver Street intersects with Beaver Street, thence easterly to Grove Street. (1/8/78 DPW 5-1498)

Beaver Street – One-Way Streets – From where the easterly end of Silver Street intersects with Beaver Street, thence easterly to the easterly end of the property line of No. 17 Beaver Street. (4/14/92)

And replacing them with:

Beaver Street – One-Way Streets – From where the westerly end of Silver Street intersects with Beaver Street, thence easterly to the easterly end of the property line of No. 17 Beaver Street.

Section 2. This ordinance shall take effect as provided by City Charter.

In City Council January 14, 2021 Adopted for first passage by a roll call vote of 11 yeas, 0 mays and 0 absent In City Council January 28, 2021 Adopted for second passage by a roll call vote of Approved by the Mayor on

ATTEST:

ILENE SIMONS CITY CLERK