

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Salem, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 9th day of November, 2023.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Pope Street - Salem – Massachusetts.

November 21, 2023. Filed with this order. WR # 30838555.

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Pope St - National Grid to install 1 JO Pole on Pope St beginning at a point approximately 400' feet northeast of the centerline of the intersection of Pope St & Proctor St. Install new Pole 366-50 at approximately 42.517339, -70.908997.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts City/Town Clerk.
20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

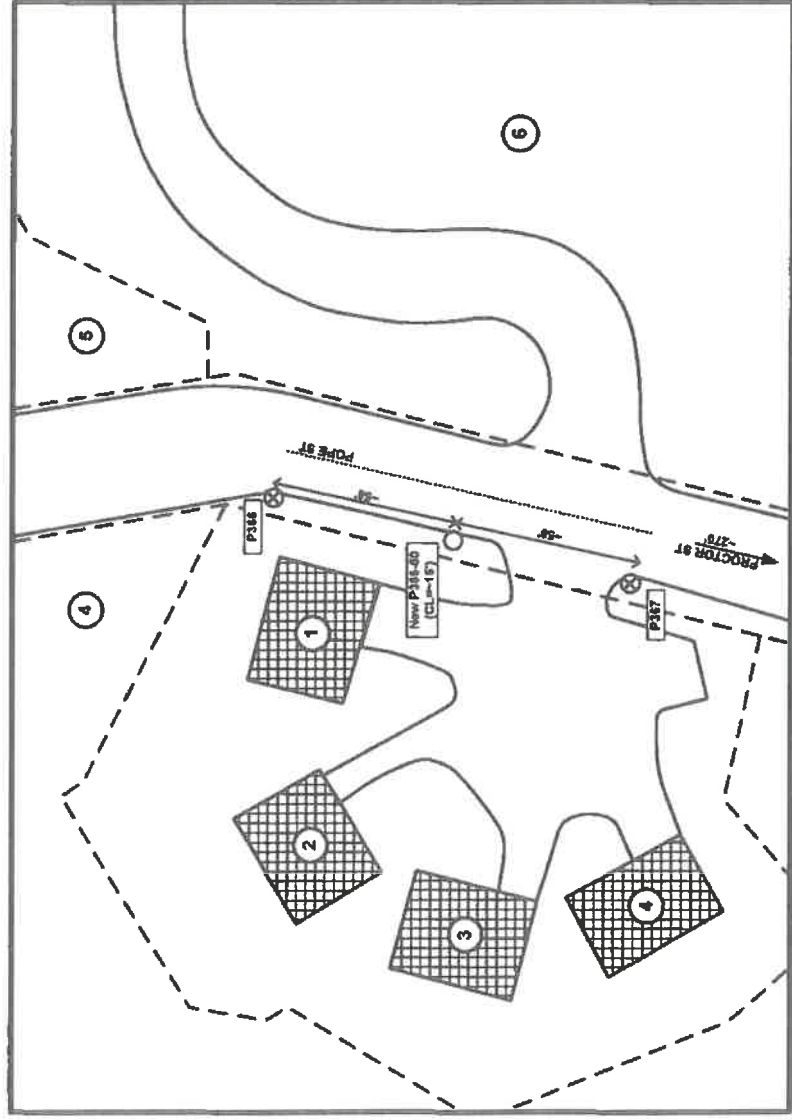
CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of
Massachusetts, on the _____ day of _____ 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:
City/Town Clerk



**PETITION SKETCH
TOWN OF SALEM
ESSEX COUNTY**



Legend

- Proposed JO Pole
- ⊗ Existing JO Pole
- Center Line
- - - Property Line
- Road/Driveway
- ▤ Structure

- ① 7 Pope Street
15-0216-001
Lands of Rachaki Custodio
- ② 9 Pope Street
15-0216-002
Lands of Andrew Lunnebjerg
- ③ 11 Pope Street
15-0216-003
Lands of Robin Eddy
- ④ 13 Pope Street
15-0216-004
Lands of Lynne Grenier
- ⑤ 8 Pope Street
15-308-002
Lands of Craig Barzoko
- ⑥ 12 Pope Street
15-0208-0
Lands of Salem Heights
Preservation

nationalgrid

Petition Sketch for Pole 366-50
Pope St
Salem, MA
WR#50836555

Not To Scale
Distances are
Approximate

Drawn By:
RMP

Sketch #
1

DATE
11/9/2023

ControlPoint
TECHNOLOGIES

Designer: Rob Proude
ControlPoint Technologies, Inc
200 Ledgewood Place, Rockland, MA 02370
781-423-3082

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Salem, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 20th day of November, 2023.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Harbor Street - Salem – Massachusetts.

November 21, 2023. Filed with this order. WR # 30867471.

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Harbor St - National Grid to install 1 JO Pole on Harbor St beginning at a point approximately 142 feet west of the centerline of the intersection of Harbor St and Congress St and continuing approximately 25 feet in a west direction. Installing new Pole # 2040-50, ~25' west of existing P # 2041 on Harbor St.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__ .

Massachusetts City/Town Clerk.
20__ .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of _____ Massachusetts, on the _____ day of _____ 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



PETITION SKETCH
TOWN OF SALEM
ESSEX COUNTY

Legend	
Proposed JO Pole	
Existing JO Pole	
Proposed SO Pole	
Center Line	
Property Line	
Road	
Proposed Anchor	

Ward St

70 Ward St

64 Ward St

60 Ward St

Congress St

73-76 Harbor St

69 Harbor St

65 Harbor St

57 Harbor St

47 Congress St

P2040 EOP=-3R
 P2040-50 (PROPOSED) EOP=-3FT
 P2041 EOP=-3R
 Harbor St

nationalgrid

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



ControlPoint Technologies, Inc
200 Ledgewood Place, Rockland, MA 02370
720-383-0169

64 Ward St
78 Congress St

Petition Sketch
Harbor St, Salem, MA

SHEET
1 OF 1

Not To Scale
Drawn By: EP
WR#: 30867471
DATE: 11/2/2023



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

January 11, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors:

I am pleased to appoint Timothy Norton, of 9 Glover Street, Unit 2, to the Scholarship and Education Committee to complete a three-year term previously vacated by Brian Eiermann, to expire on March 28, 2025.

Mr. Norton is Firefighter for the City of Cambridge and an active Officer in the Army National Guard. He grew up without the ability to pay for college, deferring his enrollment following high school. After joining the National Guard and becoming entitled to education funding benefits, he enrolled in North Shore Community College, and ultimately Salem State University to complete his education. His experiences have given him a perspective that inspires him to make more resources available for education, and to help young people access those resources. He is excited about the opportunity that Salem residents have to voluntarily designate a donation toward scholarships and educational opportunities via our property tax bills, and is looking forward to finding ways to better leverage that opportunity for our community, as well as additional ideas to increase scholarship opportunities for Salem residents.

I strongly recommend confirmation of Mr. Norton's appointment to the Scholarship and Education Committee. We are fortunate that he is willing to volunteer in this important role and lend his time, life experience and dedication to this important board and its work.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

January 11, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors:

I am pleased to appoint Margarida Raka-Goncalves, Esq., of 16 Kosciuszko Street, to the Historical Commission to serve as an Alternate Member for a two year term, to expire January 11, 2026. Ms. Raka-Goncalves will be filling a vacant seat most previously held by Reed Cutting.

Ms. Raka-Goncalves is an attorney with a professional background practicing law and working in social services. She has a cultural background that gives her a unique perspective. She was born and raised in Sintra, Portugal and lived in Bali, Indonesia. She speaks four languages and has a deep appreciation for a wide variety of historical architecture, and its importance. As her husband is an award-winning artist in Salem, they chose to reside in Salem both due to its public art and architecture. She lives in a historic home in Salem and has been fascinated by all she has learned from the Historical Commission about her own home. She looks forward to bringing her background, passion and perspective to help the Historical Commission in Salem.

I strongly recommend confirmation of Ms. Raka-Goncalves's appointment as an Alternate Member to the Historical Commission. We are fortunate that she is willing to volunteer in this important role and lend her time, life experience and dedication to this important board and its work.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

January 25, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970


Dear City Councillors:

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

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

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

Sincerely,


Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

January 25, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors:

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

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

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

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

January 25, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors:

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

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

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

Sincerely,

Dominick Pangallo
Mayor
City of Salem

cc: Tom Devine, City of Salem
Paul Carson



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

January 25, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors:

I am pleased to reappoint the following City employees to the positions and terms specified below. I recommend confirmation of these reappointments and hope that you will join me in thanking each of these dedicated staff members for their commitment to public service and to our community.

NAME	TITLE	TERM	EXPIRES
David Gilbert	Winter Island Manager	2 years	1/31/2026
Greg Salamida	Assistant Building Inspector	2 years	3/13/2025
Anna Freedman	Finance Director/Auditor	3 years	1/31/2027
Ray Jodoin	Director of Public Services	2 years	1/31/2026
Teresa Gove Arnold	Council on Aging Director	2 years	1/31/2026
Anthony Delaney	Purchasing Agent	2 years	1/31/2026
Stephen Cortes	Director of Assessing	1 year	1/31/2025
Justin MacCutcheon	Deputy Auditor	2 years	1/31/2026
Lisa Cammarata	Director of Human Resources	2 years	1/31/2026
Bonnie Celi	City Collector	3 years	1/31/2027
John Giardi	City Electrician	2 years	1/31/2026
Thomas Daniel	Director of Planning & Community Development	2 years	1/31/2026
Deborah Duhamel	City Engineer	2 years	1/31/2026
Voula Orfanos	Director of Inspectional Services	2 years	1/31/2026
Amanda Chiancola	Assistant Planning Director	2 years	1/31/2026
David Kucharsky	Director of Traffic & Parking	2 years	1/31/2026

Very truly yours,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

January 25, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors:

The Salem Redevelopment Authority is the appointing body for the Design Review Board, and recently welcomed two new members. Elizabeth Murray was appointed on December 10, 2023, to serve out J. Micheal Sullivan's remaining term, which will expire on June 11, 2025. Leann Leftwich was appointed on January 13, 2024, to serve out Glenn Kennedy's remaining term, which will expire on March 1, 2024. The SRA also voted to preemptively reappoint Leann for a full 3-year term which will then expire on March 1, 2027. This letter is being sent for informational purposes as no City Council confirmation is required.

Ms. Murray is currently the Senior Project Manager for Shawmut Design and Construction. She holds an undergraduate degree in Interior Design from the Art Institute of California, San Diego. She is an accomplished Project Management Leader experienced in the design and execution of complex, multi-million-dollar construction projects and possesses an innovative design approach that brings design visions to life within the constraints of practical construction. Ms. Murray is passionate about using her knowledge and experience in her field to serve the City of Salem.

Ms. Leftwich is a Freelance Design Specialist and holds an undergraduate degree in Graphic Design from the University of Memphis. She is currently working with the Peabody Essex Museum and develops methods and materials that communicate the museum's goals and mission to stakeholders and designs and leads production on materials use in their fundraising efforts. She is also working with the Wadsworth Atheneum Museum of Arts in Hartford, Connecticut on several projects. Ms. Leftwich understands design as a tool for communication and is excited about the opportunity to work alongside people that care and value the benefits that thoughtful design can bring to a community, all while serving the City of Salem.

I hope you will join me in welcoming Ms. Murray and Ms. Leftwich to the Design Review Board. We are fortunate that they are willing to serve our community in this important role and lend their insights and expertise to the Council and its work.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM

In City Council,

Ordered:

January 25, 2024

To accept the donation totaling One Thousand Dollars (\$1,000.00) from Yano's Bistro. The donation is to be deposited into the Salem Education Fund 8305 (83051-4830) in accordance with the recommendation of His Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo

Mayor

January 25, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear Councillors:

Enclosed is a request to accept a donation from Yano's Bistro in the amount of One Thousand Dollars. These funds will be deposited into the Salem Education Fund 8305 (83051-4830).

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.

Sincerely,

Dominick Pangallo

Mayor

City of Salem



CITY OF SALEM

In City Council January 25, 2024

Resolution in Support of Roadway Safety Legislation

WHEREAS legislation pending in the Massachusetts House and Senate, H3393, would enable municipalities to utilize automated traffic enforcement, ensuring more consistent enforcement of traffic safety laws to protect the lives of children and other residents of the Commonwealth; and

WHEREAS the City of Salem City Council and Mayor unanimously approved the submission of a home rule petition to the state legislature on September 14, 2023 for a special act authorizing the automated enforcement of traffic violations and that legislation, HD4600, is currently pending at the State House; and

WHEREAS Salem Public School bus drivers have provided powerful qualitative input to the district and the City about the increasing prevalence of drivers passing stopped school buses with stop signs activated; and

WHEREAS a pilot program for automated enforcement of school bus stop signs found 850 violations took place in just five weeks, an average of more than three violations per bus per day; and

WHEREAS a study by the Insurance Institute for Highway Safety has found that automated enforcement reduces the number of fatal red-light running crashes by 21% and of all types of fatal crashes at signalized intersections by 14%; and

WHEREAS a majority of American states allow some form of automated enforcement, and the technology is currently in use in approximately 350 American communities already; and

NOW, THEREFORE BE IT RESOLVED that the City of Salem strongly urges the Massachusetts legislature to advance H3393 and HD4600 favorably out of committee and before the full legislature for approval this session, and that a copy of this resolution be transmitted by the City Clerk to the chairs and members of the state legislature's Joint Committee on Transportation, the Speaker of the Massachusetts House of Representatives, the President of the State Senate, State Senator Joan Lovely, State Representative Manny Cruz, and Governor Maura Healey.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

January 25, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

The enclosed resolution has been prepared jointly by me and Councillor Patti Morsillo. It is intended to express our shared support for pending state legislation that would allow Salem to implement automated traffic violation enforcement, both through our own existing home rule petition – HD.4600 – and through other legislation that would be effective statewide – H.3393.

We are hopeful that the legislature will advance both of these measures through the committee process so that they can come before the full legislature this session. I recommend adoption of the enclosed resolution.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo

Mayor

Office of the Mayor

January 25, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

Enclosed please find a series of measures intended to improve our regulation of short-term rentals (STRs) and strengthen our enforcement of rules around this type of property use in Salem.

As you may recall, in 2018 the City of Salem adopted an ordinance regulating STRs, requiring registration with the City for this use, and also requiring a Certificate of Fitness. In the ensuing years, the number of STRs has increased in our community, prompting the need to make several changes to the ordinance and leading us to conclude that adopting a new standard for property code violations, MGL Chapter 40U. The enclosed measures make the following changes to our approach to STRs:

1. Currently, primary residence in the ordinance is defined as being a residential unit in which the operator resides for at least six months of a 12-month period and is provable with at least two of any of the following: utility bill, voter registration, motor vehicle registration, deed, lease, driver's license, other state-issued identification, or proof of residential exemption. The proposed change here would eliminate the ability to show a deed or utility bill. The reasoning for this is that these forms of documentation only prove ownership and not necessarily residential use by the operator.
2. In the original ordinance, an exemption was included for residential units contracted for hospital stays. The proposed update clarifies that that exemption only applies to the unit in question when it is being used for a hospital stay. This is intended to address some STR operators claiming the exemption for their unit, despite it only being utilized for a hospital stay briefly or infrequently.
3. Effective March 1, 2024, the proposed ordinance would limit the number of STRs in one building to two units. This is intended to prevent the conversion of larger multi-family buildings into "STR hotels." Currently there is only one such property in Salem, however

a modification will ensure that it does not become a future problem.

4. Another enclosed ordinance grants the Board of Health subpoena power to acquire records from STR platforms and companies necessary for the enforcement of our code.
5. Lastly, the enclosed order adopts MGL Chapter 40U, which modifies our method for enforcing sanitary, housing, and building/property codes by establishing an administrative hearing process, rather than through the courts, and authorizing the City to attach unpaid code tickets to the property taxes for the offending property. This measure is intended to improve responsiveness to violation tickets and encourage greater compliance with the code, especially – though not exclusively – regarding STRs.

According to the Massachusetts Department of Revenue, there are 372 STRs in the city currently, which is roughly 2% of our overall housing stock. As we have seen this type of activity grow, we are dedicated to updating our rules and code accordingly. We are also focused on enhancing our capacity to effectively enforce both our STR ordinance and the related regulations concerning Certificates of Fitness. To that end, concurrent with the passage of these changes we will be adjusting the local STR registration fee to enable the City to retain a full-time employee exclusively focused on monitoring STRs and enforcing our regulations regarding their operation.

I recommend adoption of the enclosed ordinances and order and welcome the opportunity to meet with you to discuss the proposed changes in greater depth. When the committee meeting for this matter is scheduled I recommend that you additionally invite our Health Agent, David Greenbaum, and our Solicitor and Assistant Solicitor, Beth Rennard and James Wellock.

Sincerely,



Dominick Pangallo
Mayor
City of Salem



City of Salem

In the year Two Thousand and Twenty-Four

An Ordinance to amend an ordinance relative to short term rentals.

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

Section 1. Chapter 15 Short-Term Residential Rentals is hereby amended by

a) deleting the words “utility bill” or “deed” as they appear in the Section 15.2 Definition of “primary residence”;

b) replacing the word “units” in the title of section 15.5 with the word “uses “

c) inserting the following new sentence at the end of Section 15.5(c) Residential units contracted for hospital stays: “This exemption shall only apply when a unit is occupied for the use specified in this section.”

d) Amending Section 15-4 - Ineligible residential units by adding the following new section: “6) Effective March 1, 2024, more than two units in any one building.”

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



City of Salem

In the year Two Thousand and Twenty-Four

An Ordinance to amend an ordinance relative to certificates of fitness.

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

Section 1. Section 2-705. *Certificate of fitness of rented dwelling unit, apartment or tenement* of Chapter 2, Division 3. Board of Health is hereby amended by adding the following new paragraph:

“(m) Subpoena Power for Investigative Purposes. The Salem Board of Health is hereby authorized to issue subpoenas requiring the attendance of witnesses, or the production of records, documents, and other pertinent evidence, in relation to its investigations for potential non-compliance with the provisions set forth in this ordinance. Upon the failure of any person to comply with a subpoena issued pursuant to these regulations and not vacated or modified, the Commission may apply to the Superior Court for an order requiring compliance.”

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



CITY OF SALEM

In City Council January 25, 2024

Ordered:

The City of Salem hereby accepts Massachusetts General Law Chapter 40U, authorizing the City to impose and collect fines for a variety of code and ordinance violations using a non-judicial, administrative process.

General Laws Chapter 40U – Alternate Process for Collection of Certain Fines

While many municipalities utilize noncriminal disposition (G.L. c.40, §21D) and special hearings for violations of the Building and Fire Codes (G.L. c.148A), a less widely known procedure exists for collecting other local penalties. Specifically, G.L. c.40U, a local acceptance statute, allows municipalities to impose fines through an administrative hearing process for failure to remove snow and ice on sidewalks and broadens municipal officials' ability to collect fines for state housing and sanitary code violations and municipal snow and ice fines.

With respect to snow and ice fines, the statute permits a municipality to implement, through adoption of a by-law or ordinance, procedures for requiring property owners to remove snow and ice on sidewalks abutting their property. Such by-law or ordinance must establish the time and manner for snow and ice removal and set penalties for a property owner's failure to clear the sidewalks. Of note, Chapter 40U requires such by-laws and ordinances to "be specific as to the width of the area to be cleared and the standards for clearance." Under the statute, fines for the removal of snow and ice may not exceed \$200 for each violation (compare the maximum penalty of \$300 under the noncriminal disposition process).

The process for issuing citations under G.L. c.40U for housing or sanitary code violations or snow and ice removal violations is similar to the noncriminal disposition process. First, be aware that a municipality that accepts Chapter 40U must appoint a municipal hearing officer to hear appeals of fines for housing or sanitary code violations or snow and ice removal. The G.L. c.40U hearing officer may be the same person as the officer that hears appeals under G.L. c.148A. Citations must be pre-numbered and prepared in triplicate or be issued by an automated ticketing device. Citations must be placed on the building or be hand-delivered to a property management office. Each citation must include the date, time and place of violation as well as the specific violation charged, and the name, division and badge number of the officer or inspector who issued the violation. To avoid delinquency charges, the person charged must pay the fine in full no later than 21 days after the citation issued or request a hearing before the municipal hearing officer. Notice of late payment shall be sent to the violator and after an additional 30 days, fines and interest may be attached and assessed on an individual's tax bill or a lien may be placed on the property. The costs of filing and releasing such liens may also be assessed.

In summary, Chapter 40U broadens municipalities' ability to impose and collect fines for a variety of code and bylaw violations using a non-judicial, administrative process. Please contact Attorneys Brian W. Riley (briley@k-plaw.com) or Gregg J. Corbo (gcorbo@k-plaw.com) at 617.556.0007 with further questions on Chapter 40U.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

THE LEADER IN PUBLIC SECTOR LAW

617.556.0007 | 1.800.548.3522 | www.k-plaw.com | ©2018 KP Law, P.C.

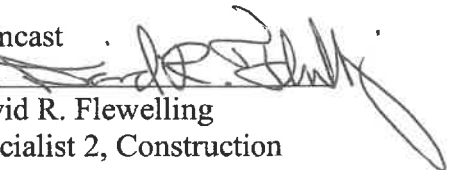
PETITION OF COMCAST FOR LOCACTION FOR CONDUITS, MANHOLES AND
POLES

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.

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

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 Dewsnap Engineering dated December 11, 2023 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 10, 2024

City of Salem, Massachusetts

Received and filed _____, 2024

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.

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

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 Dewsnap Engineering dated December 11, 2023 and filed here with, under the following public way or ways of said City of Salem.

Comcast

By. 

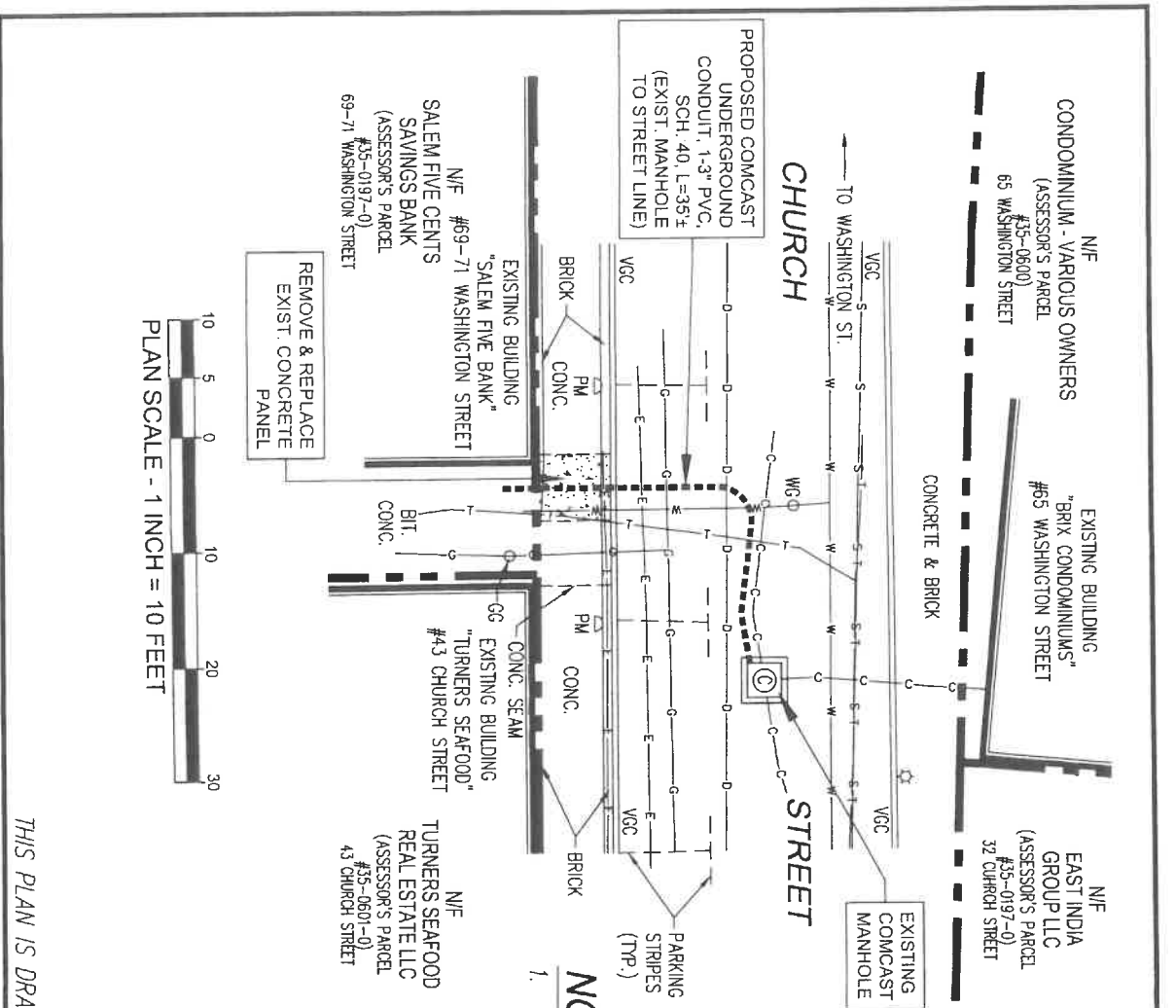
David R. Flewelling

Specialist 2, Construction

Dated this January 10, 2024

City of Salem, Massachusetts

Received and filed _____, 2024



LEGEND

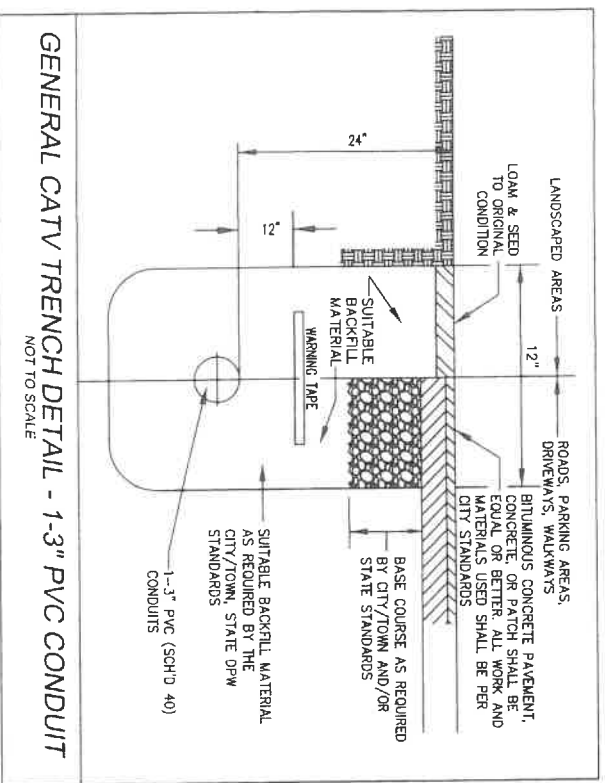
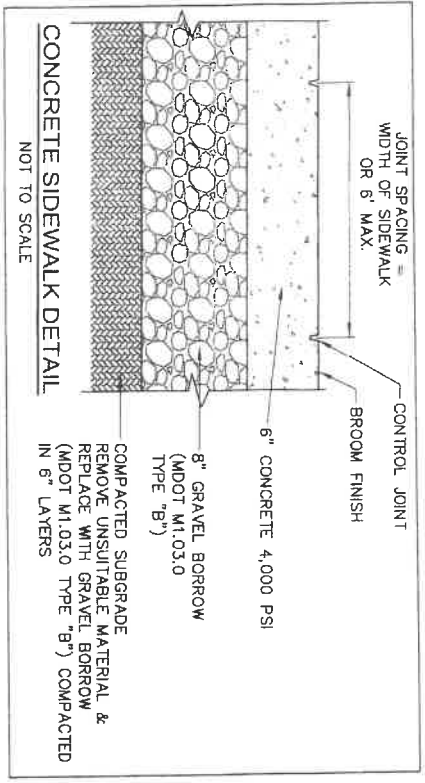
□ CB	CATCH BASIN	— G —	GAS LINE
⊙ LP	LIGHT POLE	— W —	WATER LINE
⊙ WG	WATER GATE	— T —	TELEPHONE LINE
⊙	FIRE HYDRANT	— E —	ELECTRIC CONDUIT
⊙	MANHOLE	— S —	SEWER LINE
⊙	TELEPHONE MANHOLE	— D —	DRAIN LINE
⊙	ELECTRIC MANHOLE	— C —	CATV LINE
□ EHH	ELECTRIC HAND HOLE	---	APPROX. P.L.
⊙	SEWER MANHOLE	---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

NOTES:
 1. For notes and construction details see sheet 2.

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



<p>WARD 2, PRECINCT 2 ESSEX COUNTY PLAN OF LAND IN SALEM, MA</p>	
<p>Prepared For: COMCAST 9 ROGERS ROAD, SUITE #8 WOBURN, MA 01901</p>	<p>Prepared By: DEWSNAP ENGINEERING ASSOC. LLP 173 Lincoln Avenue - Saugus, MA 01906 Tel. # (781) 233-0995</p>
<p>Date: December 11, 2023</p>	<p>Scale: As Shown</p>
<p>Checked By: P.A.D. & R.G.C.</p>	<p>PROJECT LOCATION: 69-71 WASHINGTON STREET SALEM, MA</p>
<p>Drawn By: W.A.L.</p>	
<p>Field By: P.A.D. & R.H.</p>	
<p>Sheet No. 1 of 2</p>	



NOTES:

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

CONSTRUCTION NOTES:

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

DETAIL NOTES:

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

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



WARD 2, PRECINCT 2	
PROPOSED COMCAST UNDERGROUND	
ESSEX COUNTY	
PLAN OF LAND	
IN	
SALEM, MA	
Prepared for:	COMCAST 9 FORBES ROAD, SUITE 98 WOBURN, MA 01801
Prepared by:	DEWSNAP ENGINEERING ASSOC. LLP 170 Lincoln Avenue - Salem, MA 01968 (617) 233-0595
Date:	December 11, 2023
Checked by:	P.A.D. & R.G.C.
Drawn by:	W.A.J.
Field by:	P.A.D. & R.H.
Scale:	As Shown
PROJECT LOCATION:	69-71 WASHINGTON STREET SALEM, MA
Sheet No. 2 of 2	

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 Electrician has signed off, please circulate to the Departments listed on the reverse side of this Routing Slip for signature and return it to the City Clerk's Office prior to the petition being placed on the City Council Agenda for a grant of location pursuant to MGL Chapter 166, Section 22.

Right of Way Location Requested: 252R BRIDGE STREET

Application Fee Received: Yes Check No. 00044168 Date: 12/7/23

City Electrician Approval: *John J. Scardi*

BUSINESS NAME

Corporate name: AT&T

d/b/a: _____

Address: 208 S Akard St, Dallas, TX 75202 Tele. # 508-667-3100

CONTACT: ADAM WOLFREY - AGENT

Street: 750 W CENTER ST STE 301 - W BRIDGEWATER MA 02379 Tele. # 508-667-3100

City: _____ State: _____ Zip: _____

Email Address: awolfrey@clinellc.com

Pole Ownership

To be attached to utility-owned pole ___ To be attached to City-owned pole

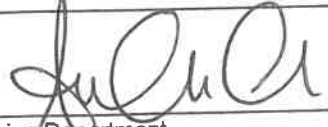
___ Pole Attachment Agreement attached* ___ Pole Attachment Agreement to follow*


*All grants of location for telecommunications attachments to poles are conditioned upon evidence of a valid pole attachment agreement.

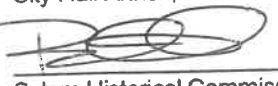
Conduits

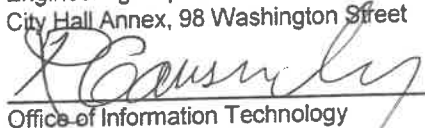
Will the attachment also require a conduit? Yes ___ No

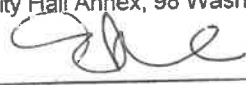
TO ALL CITY DEPARTMENTS: By signing this slip you are only acknowledging that the applicant has made your department aware of its plans. All grants of location will be conditioned upon compliance with all departmental requirements and require a vote of the City Council after a public hearing. Please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

 12/24/23
DATE
Planning Department
City Hall Annex, 98 Washington Street

 12/26/23
DATE
Engineering Department
City Hall Annex, 98 Washington Street

 not in a LHD
12/18/23
DATE
Salem Historical Commission
City Hall Annex, 98 Washington Street

 1/9/24
DATE
Office of Information Technology
29 Highland Avenue

 12/13/23
DATE
Legal Department
City Hall, 93 Washington Street

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.

brownrudnick

Edward D. Pare, Jr., Esq.
direct dial: 401-276-2639
epare@brownrudnick.com

November 30, 2023

Mr. John Giardi
City Electrician
City of Salem
Electrical Department
44 Lafayette Street
Salem, MA 01970

RE: Petition of New Cingular Wireless PCS, LLC d/b/a AT&T ("AT&T") for a Grant of Location/Pole Attachment for a Small Cell Wireless Facility, Including Telecommunication Wires and Wireless Attachments and Appurtenances on a Replacement Utility Pole in the Public Right-of-Way – Pole #428 – Near 252R Bridge Street, Salem MA – CRAN_RCTB_00073_654

Dear Mr. Giardi:

On behalf of AT&T and while reserving all rights, please accept this submission as a petition for a grant of location/pole attachment (the "Petition") for one (1) small cell wireless facility installed on a replacement utility pole owned by National Grid in the public right-of-way and located near the above-referenced address (the "Site). We have included the required Routing Slip for Telecommunications Attachments in the Public Right of Way for your review and approval so AT&T can circulate the Petition and file with the City Clerk to be included on a City Council agenda.

As you will note, the attached Petition addresses all of the applicable information and documents pursuant to the City of Salem's process for Telecommunications Attachments in the Public Right of Way.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

BROWN RUDNICK LLP

/s/Edward D. Pare, Jr.
Edward D. Pare, Jr.

Enclosures: Routing Slip
Petition w/Attachments

brownrudnick

Edward D. Pare, Jr., Esq.
direct dial: 401-276-2639
epare@brownrudnick.com

November 30, 2023

Ms. Ilene Simons
City Clerk
City of Salem
93 Washington Street
Salem, MA 01970

RE: Petition of New Cingular Wireless PCS, LLC d/b/a AT&T ("AT&T") for a Grant of Location/Pole Attachment for a Small Cell Wireless Facility, Including Telecommunication Wires and Wireless Attachments and Appurtenances on a Replacement Utility Pole in the Public Right-of-Way – Pole #428 – Near 252R Bridge Street, Salem MA – CRAN_RCTB_00073_654

Dear Honorable Members of the Salem City Council:

We represent AT&T with respect to its deployment of small cell wireless facilities throughout the Commonwealth of Massachusetts, including the City of Salem. AT&T is licensed by the Federal Communications Commission (the "FCC") to provide wireless communications services in the City of Salem and throughout the Commonwealth of Massachusetts.

On behalf of AT&T and while reserving all rights, please accept this submission as a petition for a grant of location/pole attachment (the "Petition") for one (1) small cell wireless facility installed on a replacement utility pole owned by National Grid in the public right-of-way and located near the above-referenced address (the "Site"). The Petition is submitted pursuant to the federal Telecommunications Act of 1996 (the "Act"), the Declaratory Ruling and Third Report and Order 18-133 (the "Order") issued by the FCC in September 2018 https://docs.fcc.gov/public/attachments/FCC-18-133A1_Rcd.pdf and Massachusetts General Laws Chapter 166, Sections 21, 22 and 25A for telecommunication wires and wireless attachments and appurtenances installed within the public right-of-way. AT&T's small cell wireless facility complies and is in accordance with the Act, the Order and Massachusetts law. AT&T has entered into a Pole Attachment Agreement with National Grid (copy attached), and we have included a letter of authorization issued by National Grid which allows for the filing of the Petition.

We have also provided a detailed set of drawings (the "Plans") and a map for the small cell wireless facility. Enclosed are existing photographs of the Site and photo simulations of the resulting installation. Also enclosed, please find a small cell facility emissions report demonstrating compliance with applicable emissions standards established by the FCC. We note the closest residence is approximately 500' from the Site. The utilities for the small cell wireless facility will be provided via overhead wires, including electricity and fiber for communications. For a construction schedule, AT&T anticipates that construction will take about a week in total and if approved, is tentatively scheduled for August of 2024. AT&T agrees to maintain the small



Ms. Ilene Simons
November 30, 2023
Page 2

cell wireless facility in good working order. The small cell wireless facility is monitored 24/7 at AT&T's state-of-the-art Network Operations Center. AT&T agrees to remove the small cell wireless facility when no longer in use by AT&T. There are no trees in the area near the Site so no trees will be removed or relocated. The existing utility pole will be removed once the existing attachments are relocated to the replacement utility pole.

AT&T proposes this low-power small cell wireless facility in the City of Salem to deal with the rapidly increasing demands on AT&T's wireless network. This small cell wireless facility will work in conjunction with the existing macro cell sites installed on rooftops, towers, and other structures in and around the City of Salem. AT&T's radio frequency engineers targeted the proposed location due to the high traffic and data demands on AT&T's network in the areas near the Site. AT&T's existing macro cell sites are not providing adequate data capacity in the areas near the Site due to population, congregation of customers, network usage, vehicular and foot traffic, multiple wireless devices used by customers and other contributing factors. This small cell wireless facility will also work to offload the demands on AT&T's macro cell sites and allow for increased data capacity and speed within the immediate vicinity of the Site and in the areas surrounding the macro cell sites. We have provided coverage maps depicting AT&T's existing and proposed coverage in the area.

As further illustrated on the Plans, AT&T proposes to install: fiber optic cable(s); two (2) remote radios measuring 15" long by 13.5" wide by 5.8" deep and 31.2" long by 10.9" wide by 5.9" deep respectively within an equipment cabinet measuring 48" high by 24" wide by 26" deep (17.3 cubic feet in volume) mounted to a 43' above ground level ("AGL") replacement wood utility pole (existing pole is approximately 27'9" AGL) at approximately 11.5' AGL; one (1) top-mounted antenna measuring 24.7" long and 14.7" in diameter (2.34 cubic feet in volume); conduits and cable protectors; and, an electrical meter 8' AGL (not on street side of pole) with shutoff switch and grounding rods.

This small cell wireless facility will be installed using standard commercially accepted methods in accordance with all applicable federal, state, and local laws, regulations, and orders. All existing wires and other attachments will be transferred to the replacement pole. The Plans also provide the proposed location, pole height, mounting heights and equipment specifications.

THE FEDERAL TELECOMMUNICATIONS ACT OF 1996

Without the installation of this small cell wireless facility, AT&T would be unable to provide specifically established coverage and capacity objectives in the area near the Site. The existing utility pole is located within the limited geographic area whereby AT&T's radio frequency engineers determined that a wireless facility is required. The Act imposes substantial restrictions affecting the standard for granting the requested relief. The Act provides that: no laws or actions by any local government or planning or zoning board may prohibit, or have the effect of prohibiting, the placement, construction, or modification of communications towers, antennas, or other wireless facilities in any particular geographic area, see 47 U.S.C. §332(c)(7)(B)(i); local government or planning or zoning boards may not unreasonably



Ms. Ilene Simons
November 30, 2023
Page 3

discriminate among providers of functionally equivalent services, see 47 U.S.C. §332(c)(7)(B)(i); health concerns may not be considered so long as the emissions comply with the applicable standards of the FCC, see 47 U.S.C. §332(c)(7)(B)(iv); and, decisions must be rendered within a reasonable period of time, see 47 U.S.C. §332(c)(7)(B)(ii) and the Order commonly referenced as the applicable “shot clocks”. The FCC shot clock in this instance is ninety (90) days from the submission of the Petition. We also note that the Order redefined “effective prohibition” to mean that state and local governments cannot impose requirements that materially limits or inhibits a provider's ability to engage in activities related to the provision of service. This standard applies to efforts to introduce new or enhance coverage, capacity or service capabilities and notes that regulations that cause a financial burden or competitive disparity can be an effective prohibition.

CONCLUSION

We respectfully assert that AT&T's proposed small cell wireless facility complies with the requirements of the City of Salem in light of the Act, the Order and Massachusetts law. AT&T is ready and willing to work cooperatively with the City of Salem with respect to the deployment of its small cell wireless facilities. For the foregoing reasons, as well as to satisfy the mandate of the federal government to facilitate competition in the telecommunications industry as set forth in the Act and the Order, AT&T respectfully requests that the City Council grant its approval of the Petition. We have provided a draft form of order for consideration by the City Council.

If you have any questions, please do not hesitate to contact us. We look forward to presenting the Petition at an upcoming meeting.

Sincerely,

BROWN RUDNICK LLP

/s/Edward D. Pare, Jr.
Edward D. Pare, Jr.

Enclosures: Proposed Order
Engineering Plans
Photographs and Photosimulations
Abutter Labels
Telecommunications Routing Slip
Structural Report
Letter of Authorization from National Grid
License Agreement with National Grid
Site Selection Analysis
Coverage Maps
Emissions Report Demonstrating Compliance

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

By the Salem City Council

Of the City of Salem, Massachusetts, _____, 2024

ORDERED:

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

The forgoing permission is subject to the following conditions:

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

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

City Clerk

**Wireless Facilities Aerial License Agreement
Agreement 1702**

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

WITNESSETH

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

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

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

1. DEFINITIONS:

As used in this agreement:

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

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

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

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

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

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

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

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

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

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

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

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

2. SCOPE OF AGREEMENT:

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

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

3. APPLICATION FOR AND INSTALLATION OF LICENSEE FACILITIES:

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

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

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

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

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

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

4. MAINTENANCE OF LICENSEE FACILITIES:

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

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

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

5. SPECIFICATIONS:

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

6. INTERFERENCE:

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

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

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

7. UNAUTHORIZED ATTACHMENTS:

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



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

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

8. COSTS:

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

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

9. ATTACHMENT FEES:

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

10. INSURANCE

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

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

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

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

Bodily Injury Liability
Property Damage Liability



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

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

Bodily Injury & Property Damage Combined Single limit [REDACTED]

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

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

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

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

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

11. ACCESS TO THE ELECTRIC SPACE

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

National Grid: (800)-322-3223

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

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

12. COMPLIANCE WITH LAWS:

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

13. INDEMNIFICATION:

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

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

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

14. LIMITATION OF LIABILITY

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

15.0 DISPUTE RESOLUTION

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

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

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

16. MISCELLANEOUS PROVISIONS:

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

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

17. TERM

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

18. TERMINATION

- 18.1 Licensor shall have the right to terminate any license issue hereunder, if:
- A. Licensee's Wireless Facilities are installed, operated, used, maintained, and/or modified in violation of any law or in aid of any unlawful act or undertaking. Licensor agrees not to terminate any license under this provision for a period of

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

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

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

19. TAXES & CHARGES

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

20. ASSIGNMENT

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



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

21. PROTECTION AGAINST LIENS ON PROPERTY

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

22. NOTICES

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

If to Licensor:

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

with a copy to:

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

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

National Grid – Customer Solutions
40 Sylvan Road
Waltham, Massachusetts 02451-1120
nmnetele@us.ngrid.com
781-907-3418

If to Licensee:

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

Invoicing to:

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

with a copy to:

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

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

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

By:  date: 5/15/2017

Title: Authorized Representative

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

By: AT&T Mobility Corporation
Its: Manager

By:  date: 5/9/17

Title: SVP C/E

EXHIBITS:

Exhibit One Municipalities Covered By Agreement

Exhibit Two Administrative Forms and Notices

Exhibit Three Licensee Wireless Facilities (Drawings and Specifications)

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

Exhibit Five Wireless Facilities Fee Schedule

Exhibit Six Identification Tags

Exhibit One

MUNICIPALITIES COVERED BY AGREEMENT

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

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

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

Uxbridge	MA
Wales	MA
Ware	MA
Warren	MA
Warwick	MA
Webster	MA
Wendell	MA
Wenham	MA
West Bridgewater	MA
West Brookfield	MA
West Newbury	MA

Exhibit Two

Agreement Number 1702
Application Number _____

Form A-1

APPLICATION FOR POLE ATTACHMENT LICENSE

DATE _____

LICENSEE _____

Street Address _____

City, State, Zip Code _____

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

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

POLE ATTACHMENT LICENSE

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

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

NOTES:

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

Agreement Number 1702
Application Number _____

Form A-2

POLE DETAILS

LICENSEE _____

Municipality _____

(Note: Provide separate sheets for each municipality)

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

_____ (Yes/No)

LICENSEE HEREBY REQUESTS LICENSOR TO
PROVIDE AN ITEMIZED ESTIMATE OF POLE
MAKE READY WORK REQUIRED AND
ASSOCIATED CHARGES (FORM C).

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

Agreement Number 1702
Appl. / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Licensee)

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

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

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

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application / Request Number _____ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix 1 to License Agreement.

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

Agreement Number 1702
Appl. / Request No. _____

Form B-2

MAKE-READY WORK ESTIMATE

(Licensee)

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

TOTAL MAKE-READY CHARGES \$ _____

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

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

AUTHORIZATION FOR MAKE-READY WORK

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

Agreement Number 1702
Appl. / Request No. _____

Form D

LICENSEE ATTACHMENT NOTIFICATION FORM

(Licensee)

Sheet _____ of _____

Licensee: _____

Municipality: _____

License Appl. No.: _____

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

Agreement Number 1702

Form F

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

LICENSEE _____
Street Address _____
City, State, Zip Code _____

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

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

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

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

DATE _____
By (Print Name) _____
Signature _____
Title _____

ACKNOWLEDGMENT OF DISCONTINUANCE OF USE OF POLES

Use of poles has been discontinued as above.

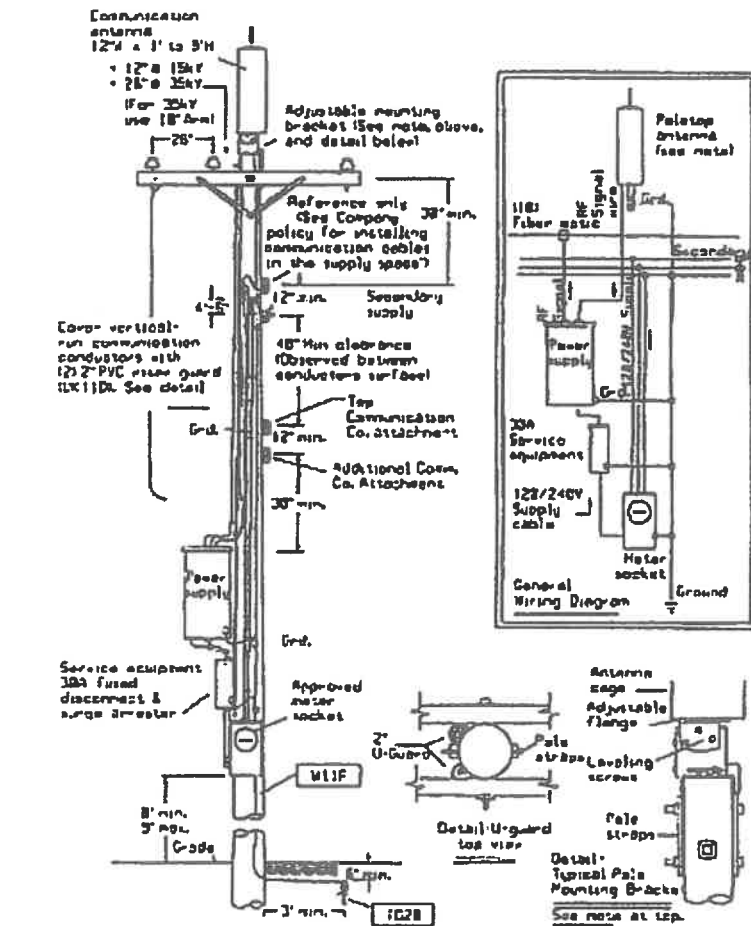
DATE _____
LICENSOR _____
By (Print Name) _____
Signature _____
Title _____

Exhibit Three

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

“To be inserted”

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



Notes:
 1. This arrangement is representative of a typical installation. Similar wireless pole top equipment may be accommodated while maintaining the specified clearance requirements. Relocating existing facilities, pole relocations, or installing site-note equipment shall be considered when required.

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

Exhibit Five

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

**Solely-Owned Poles
Attachment Fee¹ (\$/pole/yr)**

Existing Pole – no excess height

[REDACTED]

Replaced Pole with excess height (Licensee sole need)

[REDACTED]

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

Exhibit Six

Identification Tags

1. GENERAL

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

2. DESCRIPTION OF IDENTIFICATION TAGS

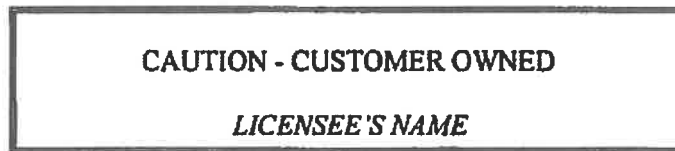


FIGURE 1: Identification Tag

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

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

3. PROCUREMENT OF TAGS

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

4. INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION

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

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

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



Approximately
500' to closest
residence

STRUCTURAL ANALYSIS REPORT

For

AT&T Site Number: CRAN_RCTB_00073_654

TEP Site Number: 350519

AT&T FA Number: 15841604

AT&T USID Number: 321175

252R Bridge Street
Salem, MA 01970

Equipment Mounted on Proposed Utility Pole



Prepared for:



Dated: February 22, 2023

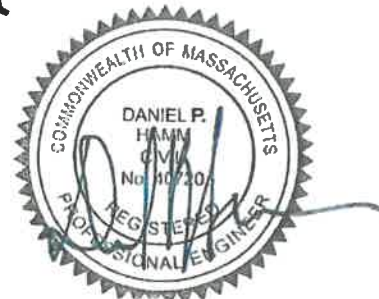


(TEP OPCO, LLC)

45 Beechwood Drive
North Andover, MA 01845

Phone: (978) 557-5553

www.tepgroup.net





SCOPE OF WORK:

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

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

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

CONCLUSION SUMMARY:

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

APPURTENANCES CONFIGURATION:

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

*Proposed equipment in bold.

ANALYSIS RESULTS SUMMARY:

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



DESIGN CRITERIA:

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

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

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



PROPOSED STRUCTURE:

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

ANTENNA SUPPORT RECOMMENDATIONS:

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

RRH SUPPORT RECOMMENDATIONS:

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

EQUIPMENT SUPPORT RECOMMENDATIONS:

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

Limitations and assumptions:

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

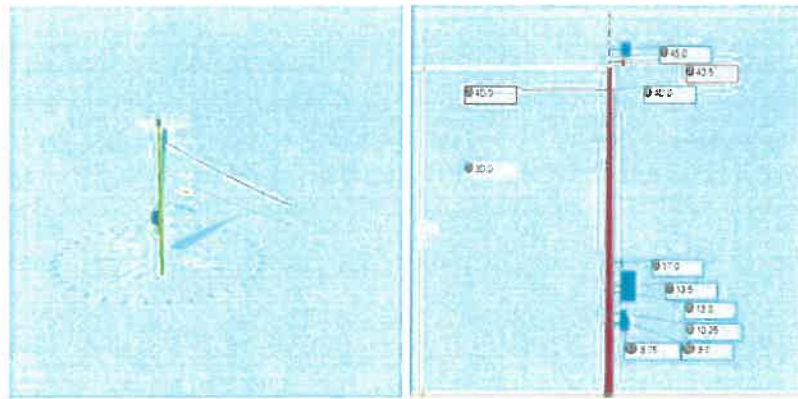
FIELD PHOTOS:



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

Calculations

Pole Num:	Proposed	Pole Length / Class:	50 / 3	Code:	NESC	Structure Type:	Deadend
Pole Number	Proposed	Species:	DOUGLAS FIR	NESC Rule:	Rule 250B	Status	Unguyed
Site Name	CRAN_RCTB_00073_654	Setting Depth (ft):	7.0	Construction Grade:	C	Pole Strength Factor:	0.85
Address	252R Bridge Street	G/L Circumference (in):	38.64	Loading District:	Heavy	Transverse Wind LF:	1.75
Town, State	Salem, MA	G/L Fiber Stress (psi):	8,000	Ice Thickness (in):	0.50	Wire Tension LF:	1.30
Zip Code	01970	Allowable Stress (psi):	6,800	Wind Speed (mph):	39.53	Vertical LF:	1.90
Designed By	LBW	Fiber Stress Ht. Reduc:	No	Wind Pressure (psf):	4.00		
Latitude:	42.524287	Longitude:	-70.898448	Elevation:	1.5M		



Pole Capacity Utilization (%)	Height (ft)	Wind Angle (deg)
Maximum	59.5	0.0
Groundline	59.5	0.0
Vertical	5.3	20.7

Pole Moments (ft-lb)	Load Angle (deg)	Wind Angle (deg)
Max Cap Util	61,075	101.3
Groundline	61,075	101.3
GL Allowable	103,482	

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

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

Detailed Load Components:

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

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

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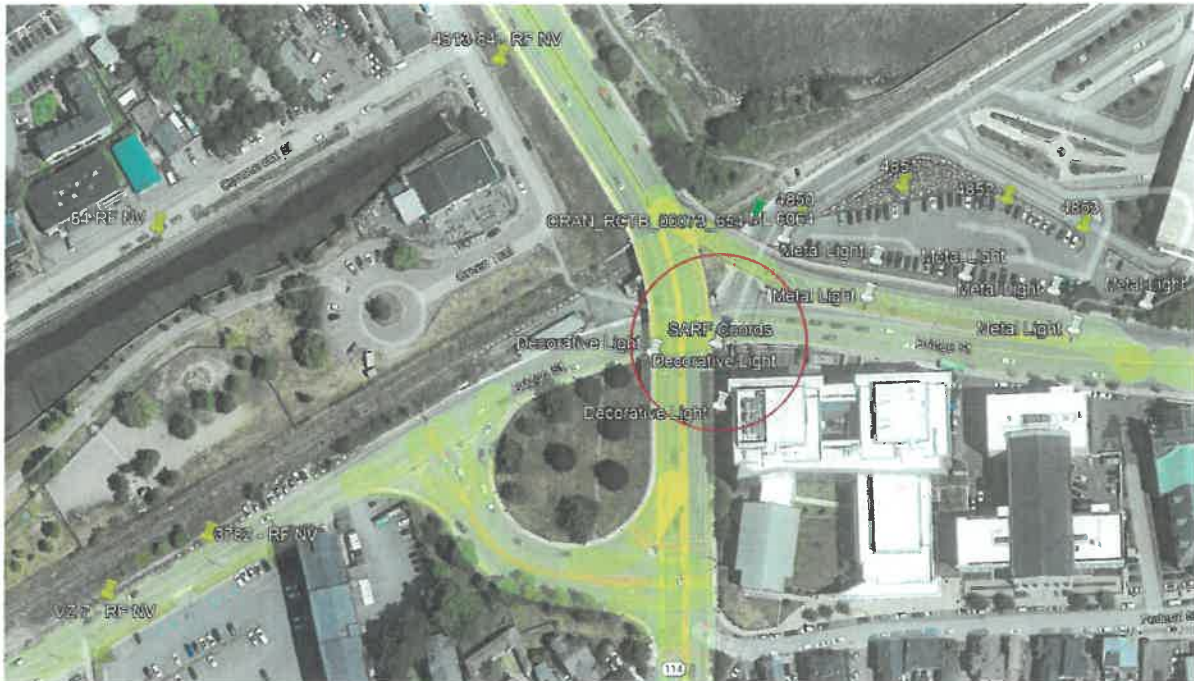
Component	Description	Status	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Cylinder	Top Mount Bracket	Proposed	43.50	0.37	0.0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

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

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

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

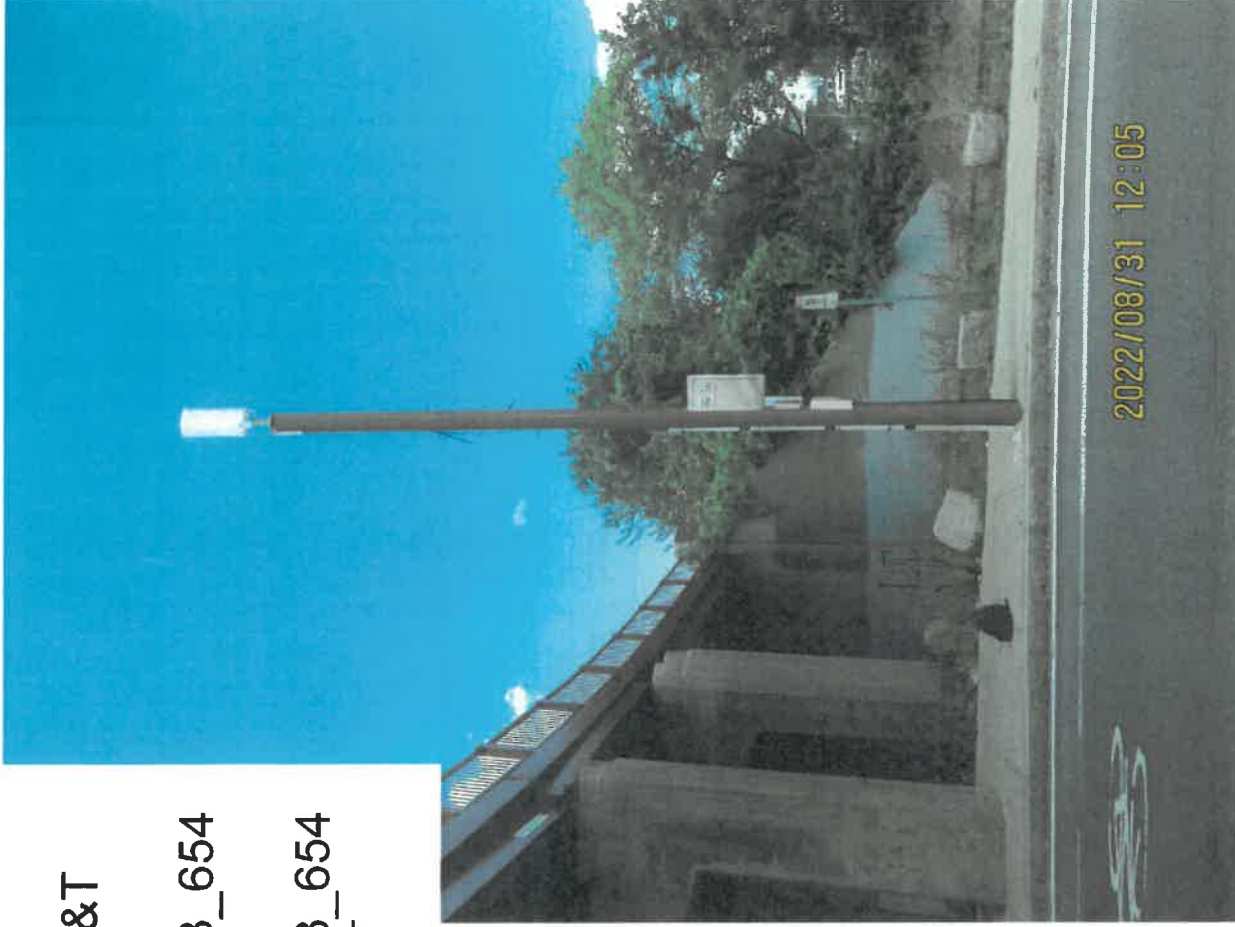
CRAN RCTB 00073 654



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

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

Prepared For:
CENTERLINE-AT&T
 Site Number:
CRAN_RCTB_00073_654
 Site Name:
CRAN_RCTB_00073_654
252R BRIDGE STREET
SALEM, MA 01970



SITE NO: CRAN_RCTB_00073_654
SITE NAME: CRAN_RCTB_00073_654
ADDRESS: 252R BRIDGE STREET
 SALEM, MA 01970



PREPARED FOR:



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

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

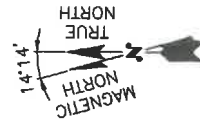


PHOTO LOCATION

SITE NO: CRAN_RCTB_00073_654
SITE NAME: CRAN_RCTB_00073_654
ADDRESS: 252R BRIDGE STREET
 SALEM, MA 01970



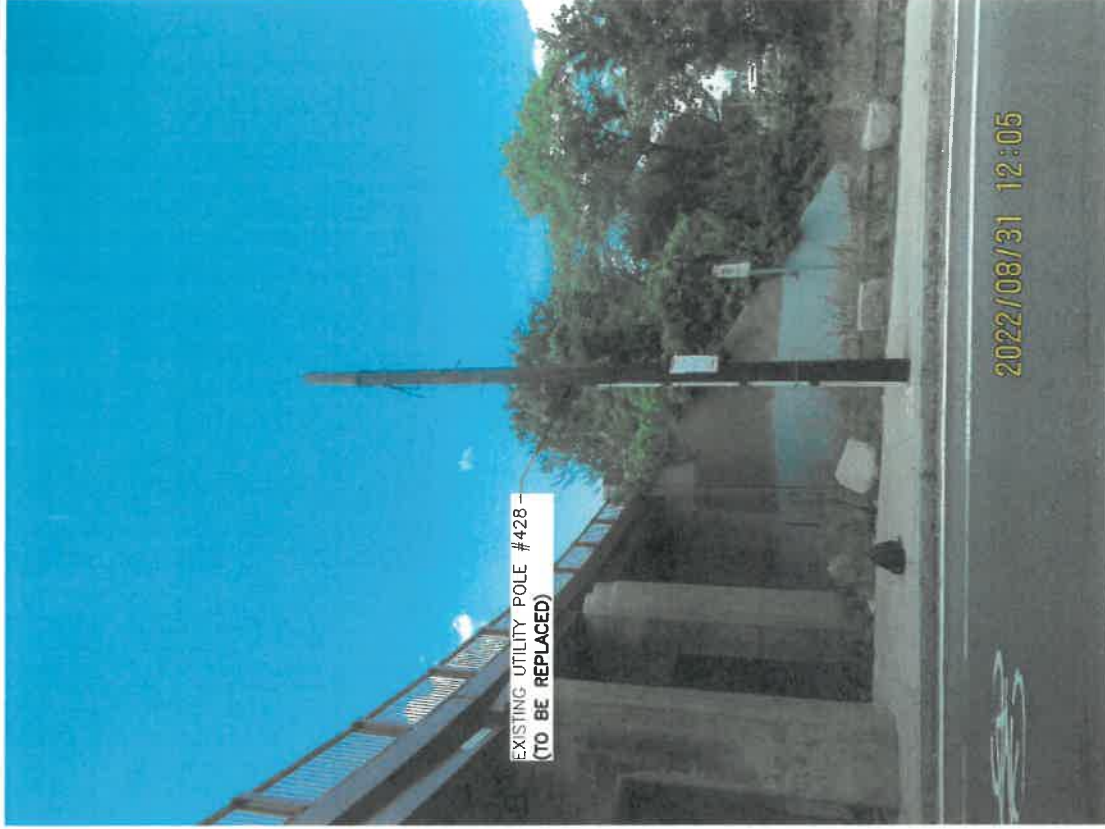
SITE TYPE: UTILITY POLE
DATE: 03/16/2023
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EXISTING CONDITIONS

LOCATION # 1

DATE OF PHOTO: 03/16/2023



VIEW EAST FROM REPUBLIC PARKING SALEM STATION

SITE NO: CRAN_RCTB_00073_654

SITE NAME: CRAN_RCTB_00073_654

ADDRESS: 252R BRIDGE STREET
SALEM, MA 01970

PREPARED FOR:



590 COCHITUATE ROAD
FRAMMINGHAM, MA 01701



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



46 BEECHWOOD DRIVE, NORTH ANDOVER, MA 01845
TEL: (978) 557-5553

SITE TYPE: UTILITY POLE

DATE: 03/16/2023 REV: 0

DRAWN BY: AM

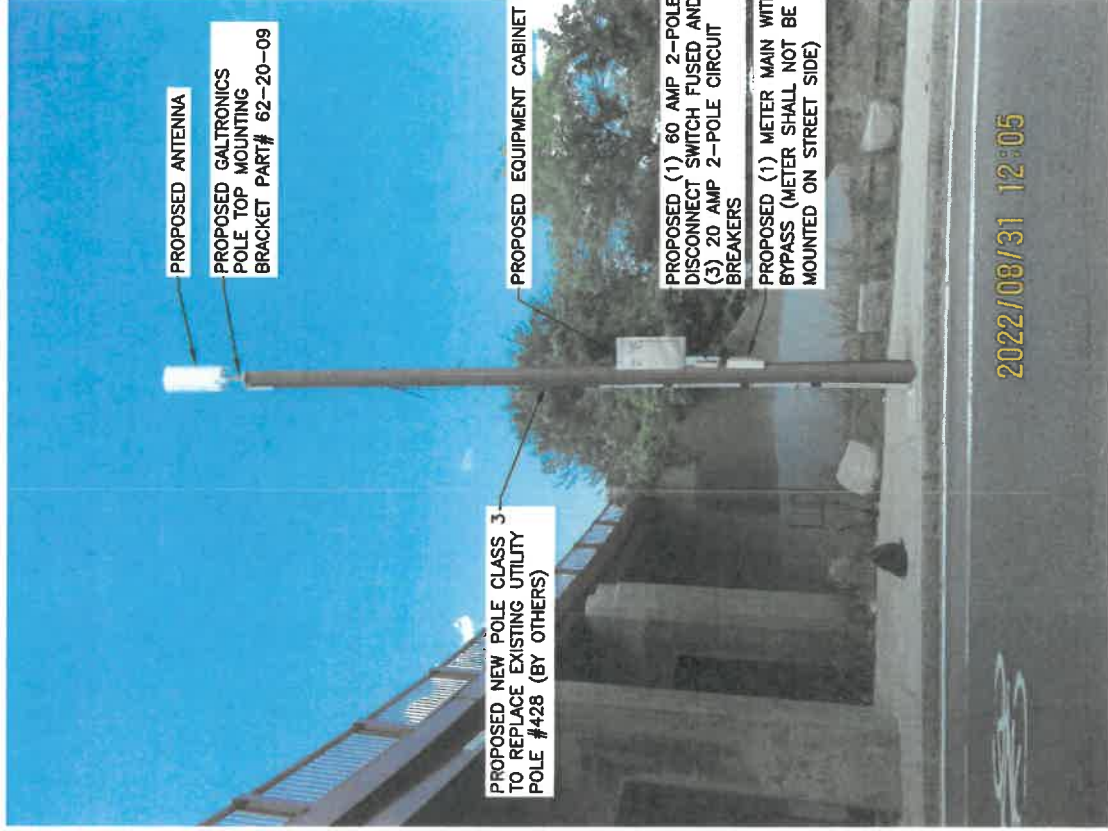
SCALE: N.T.S.

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

PROPOSED CONDITIONS

LOCATION # 1

DATE OF PHOTO: 03/16/2023



PROPOSED ANTENNA

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

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

PROPOSED EQUIPMENT CABINET

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

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

2022/08/31 12:05

VIEW EAST FROM REPUBLIC PARKING SALEM STATION

SITE NO: CRAN_RCTB_00073_654
SITE NAME: CRAN_RCTB_00073_654
ADDRESS: 252R BRIDGE STREET
 SALEM, MA 01970



PREPARED FOR:



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

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

EXISTING CONDITIONS

LOCATION # 2

DATE OF PHOTO: 03/16/2023



VIEW NORTHEAST FROM REPUBLIC PARKING SALEM STATION STREET

SITE NO: CRAN_RCTB_00073_654
SITE NAME: CRAN_RCTB_00073_654
ADDRESS: 252R BRIDGE STREET
 SALEM, MA 01970



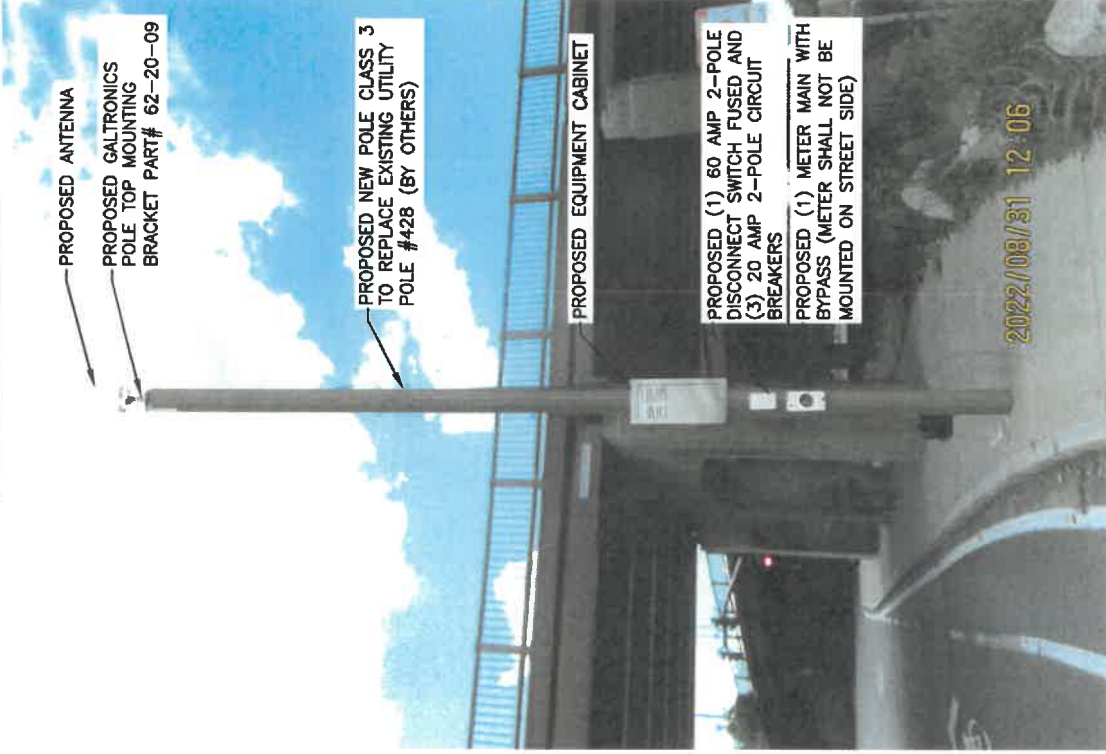
SITE TYPE: UTILITY POLE
DATE: 03/16/2023 **REV:** 0
DRAWN BY: AM
SCALE: N.T.S.

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

PROPOSED CONDITIONS

LOCATION # 2

DATE OF PHOTO: 03/16/2023



VIEW NORTHEAST FROM REPLUBLIC PARKING SALEM STATION STREET

SITE NO: CRAN_RCTB_00073_654
SITE NAME: CRAN_RCTB_00073_654
ADDRESS: 252R BRIDGE STREET
 SALEM, MA 01970



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

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

PAGE 6 OF 6

DONALD L. HAES, JR., CHP

Radiation Safety Specialist

PO Box 198, Hampstead, NH 03841

617-680-6262

Email: donald_haes_chp@comcast.net

April 3, 2023

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

PURPOSE

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

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

SUMMARY

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

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

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

EXPOSURE LIMITS AND GUIDELINES

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

Table 1: Maximum Permissible Exposure (MPE) Values in Public Areas			
Frequency Bands	Electric Fields	Magnetic Fields	Equivalent Power Density
0.3 – 1.34 MHz	614 (V/m)	1.63 (A/m)	(100) mW/cm ²
1.34 - 30 MHz	824/ <i>f</i> (V/m)	2.19/ <i>f</i> (A/m)	(100) mW/cm ²
30 - 300 MHz	27.5 (V/m)	0.073 (A/m)	0.2 mW/cm ²
300 - 1500 MHz	--	--	<i>f</i> /1500 mW/cm ²
1500 - 100,000 MHz	--	--	1.0 mW/cm ²

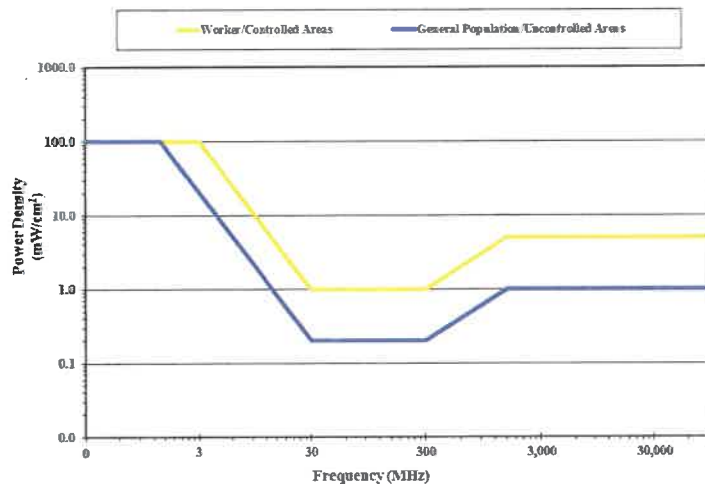


Figure 1: FCC Limits for Maximum Permissible Exposure (MPE)

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

INTRODUCTORY INFORMATION: MAKING SENSE OF THE “G”S

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

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

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

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

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

ANTENNA INSTALLATION LOCATIONS

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



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

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

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

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

ANTENNA & TRANSMITTER PARAMETERS

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

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

THEORETICAL RF FIELD CALCULATIONS - GROUND LEVELS METHODOLOGY

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

The calculations are based on the following information:

1. Effective Radiated Power (ERP) (See Table 2 and Appendix A data).
2. Antenna height (centerline, above ground level (AGL)).
Trigonometry was used to determine the resultant "RANGE," and the antenna depression angle.
3. Antenna vertical energy patterns; the source of the negative gain (G) values. See Appendix B.
Most antennas, even so-called "omni-directional" antennas, are designed to focus the RF signal, resulting in "patterns" of signal loss and gain. Antenna vertical energy patterns display the loss of signal strength relative to the direction of propagation due to elevation angle changes.

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

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

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

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

Ground reflections may add in-phase with the direct wave, and essentially double the electric field intensity. Because power density is proportional to the *square* of the electric field, the power density may quadruple, that is, increase by a factor of four (4). Since ERP is routinely used, convert ERP into EIRP by multiplying by the factor of 1.64 (the gain of a ½-wave dipole relative to an isotropic radiator).

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

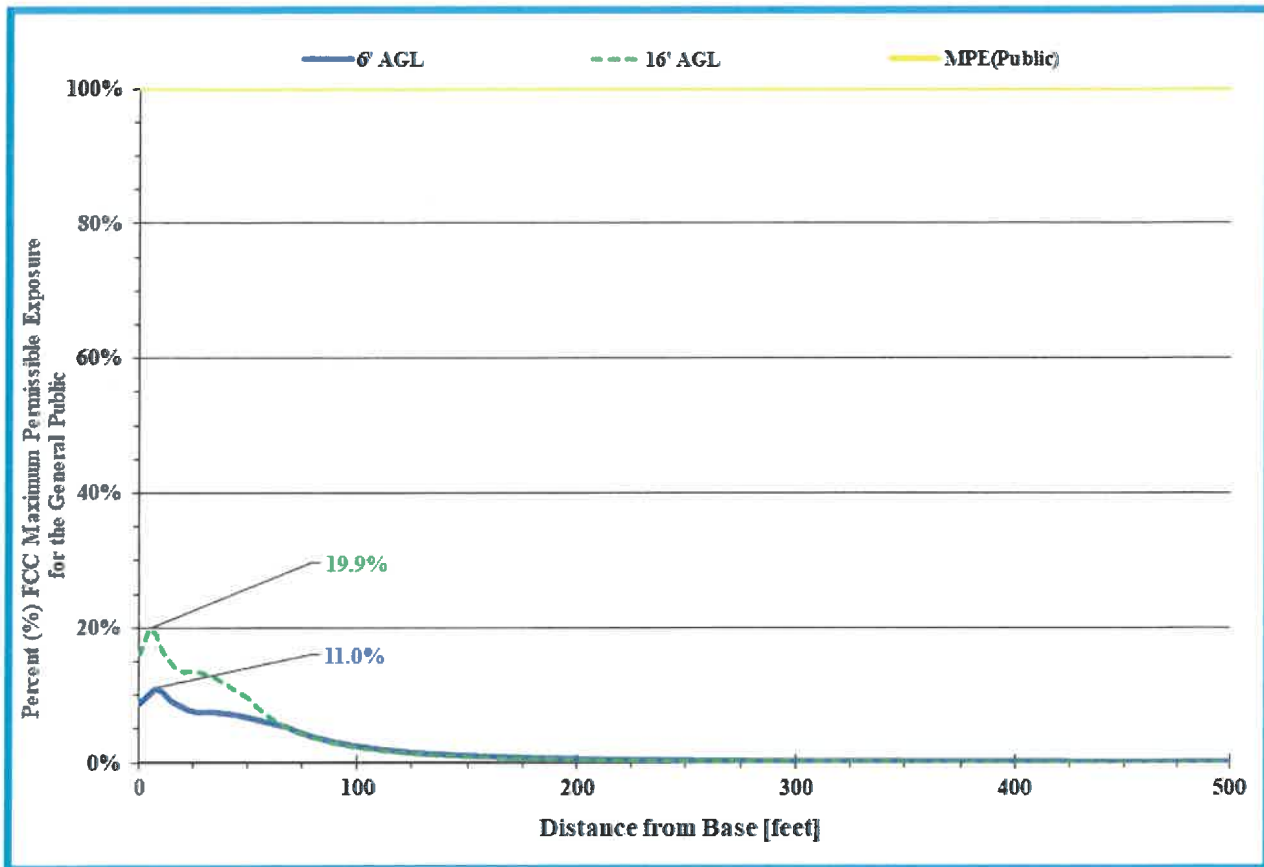
To calculate the % MPE, use the formula:

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

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

RESULTS

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



**Figure 3: Theoretical Cumulative Maximum Percent MPE - vs. - Distance
PWS RF Emissions in any Direction
AT&T Mobility Site # cRAN_000073_654 in Salem, MA**

CONCLUSION


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

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

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

Feel free to contact me if you have any questions.

Sincerely,



Donald L. Haes, Jr.
Certified Health Physicist

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

DONALD L. HAES, JR., CHP

Radiation Safety Specialist

PO Box 198, Hampstead, NH 03841

617-680-6262

Email: donald_haes_chp@comcast.net

STATEMENT OF CERTIFICATION

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

Date: April 3, 2023



Donald L. Haes, Jr.

Certified Health Physicist

DONALD L. HAES, JR., CHP

Radiation Safety Specialist

PO Box 198, Hampstead, NH 03841

617-680-6262

Email: donald_haes_chp@comcast.net

SUMMARY OF QUALIFICATIONS

- **Academic Training -**

- Graduated from Chelmsford High School, Chelmsford, MA; June 1973.
- Completed Naval Nuclear Naval Nuclear Power School, 6-12/1976.
- Completed Naval Nuclear Reactor Plant Mechanical Operator and Engineering Laboratory Technician (ELT) schools and qualifications, Prototype Training Unit, Knolls Atomic Power Laboratory, Windsor, Connecticut, 1-9/1977.
- Graduated Magna Cum Laude from University of Lowell with a Bachelor of Science Degree in *Radiological Health Physics*; 5/1987.
- Graduated from University of Lowell with a Master of Science Degree in *Radiological Sciences and Protection*; 5/1988.

- **Certification -**

- Board Certified by the American Board of Health Physics 1994; renewed 1998, 2002, 2006, 2010, 2014, 2018, and 2022. Expiration 12/31/2026.
- Board Certified by the Board of Laser Safety 2008; renewed 2011, 2014, 2017, 2020. Expiration 12/31/2023.

- **Employment History -**


- Consulting Health Physicist; Ionizing/Nonionizing Radiation, 1988 - present.
- Radiation, RF and Laser Safety Officer; BAE Systems, 2005–2018 (retired).
- Assistant Radiation Safety Officer; MIT, 1988 – 2005 (retired).
- Radiopharmaceutical Production Supervisor - DuPont/NEN, 1981 – 1988 (retired).
- United States Navy; Nuclear Power Qualifications, 1975 – 1981 (Honorably Discharged).

- **Professional Societies -**

- Health Physics Society [HPS].
- American Academy of Health Physics [AAHP]
- Institute of Electrical and Electronics Engineers [IEEE];
- International Committee on Electromagnetic Safety [ICES] (ANSI C95 series).
- Laser Institute of America [LIA].
- Board of Laser Safety [BLS].
- American National Standards Institute Accredited Standards Committee [ASC Z136].
- Committee on Man and Radiation [COMAR].

APPENDIX B ANTENNA SPECIFICATIONS & ENERGY PATTERNS

GALTRONICS / GQ2412-06613




2- Pseudo Omni 12-Port Carister Antenna (698-896, 1695-2360, 3558-3700 and 5150-5925 MHz)

GQ2412-06613

Description:

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



① 12" Carister Ant

② 12" Carister Ant

③ 12" Carister Ant

④ 12" Carister Ant

896-896, 1695-2360, 3550-3700 and 5150-5925 MHz
Pseudo Omni Carister Antenna

*Galtronics TMS322 200 Series Antenna Test Procedures (Rev. 01/14) The antenna class currently (A) is designed for gain and coverage performance. Galtronics reserves the right to change antenna performance characteristics without notice. Informational Reference: 3GPP TS 36.101, Part 19, 34.8095-2

Electrical Specifications				
Frequency Band (MHz)	698-896	1695-2360	3550-3700	5150-5925
Input Connector Type	2x 4.3-10P	4x 4.3-10P	4x 4.3-10P	2x 4.3-10P
Impedance (Ohm)	50 Ohm			
VSWR (Omni) VSW (Omni)	1.5:1 / $1.4:1$			
Impedance	50 Ohm			
Polarization	Dual (RHCP/LHCP)			
Horizontal Beamwidth	Omni (360°)			
Vertical Beamwidth	41.7°	18°	13.8°	8°
Gain (dBi)	7.8 dBi	8.9 dBi	9.1 dBi	8.9 dBi
Beam (deg.)	6.1 deg	5.0 deg	5.2 deg	5.4 deg
Beamwidth	0° Fixed			
Max Power / Port	120 Watts	120 Watts	50 Watts	170W
Power @ 24dBm	4×53 dBm	4×53 dBm	70A	70A

2D Antenna Patterns

750 MHz


758 MHz

3558 MHz


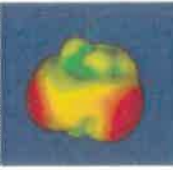
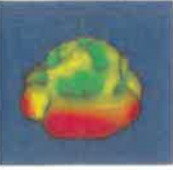
3698 MHz

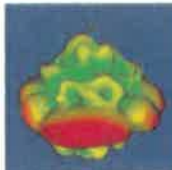
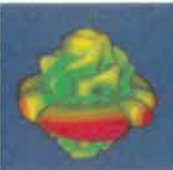
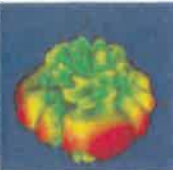
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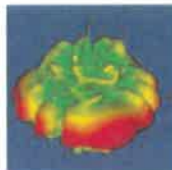
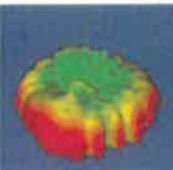

www.galtronics.com



3D Antenna Patterns

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www.galtronics.com

REFERENCES

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



40 Sylvan Road
Waltham MA 02451

April 17, 2023

Attention: State and Municipal Permitting Authorities

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

To Whom It May Concern:

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

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

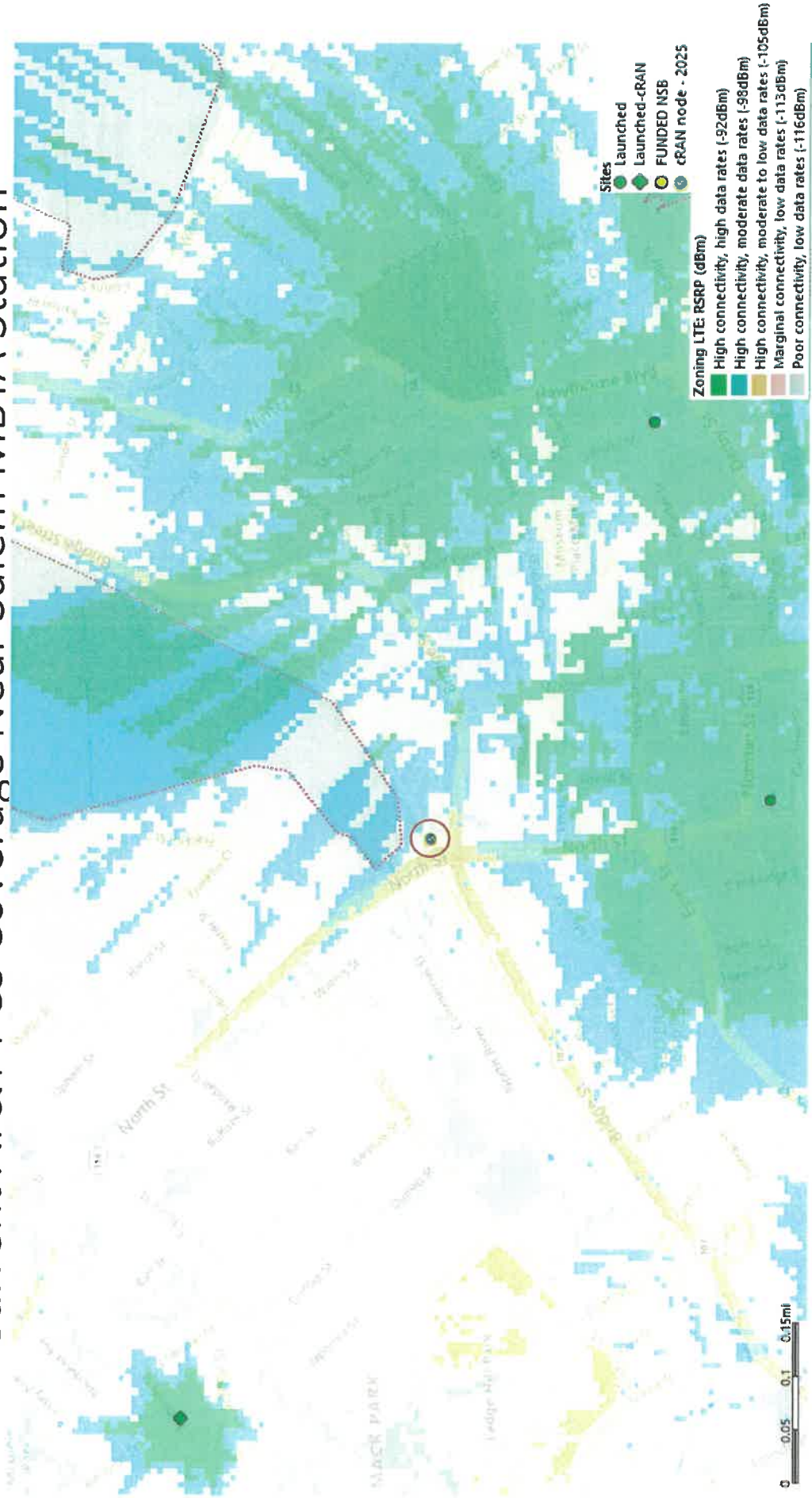
Site Name	Pole	Lat	Long	Address
CRAN_RCTB_00073_654	128	42.5242870	-70.8984480	252R BRIDGE Street

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

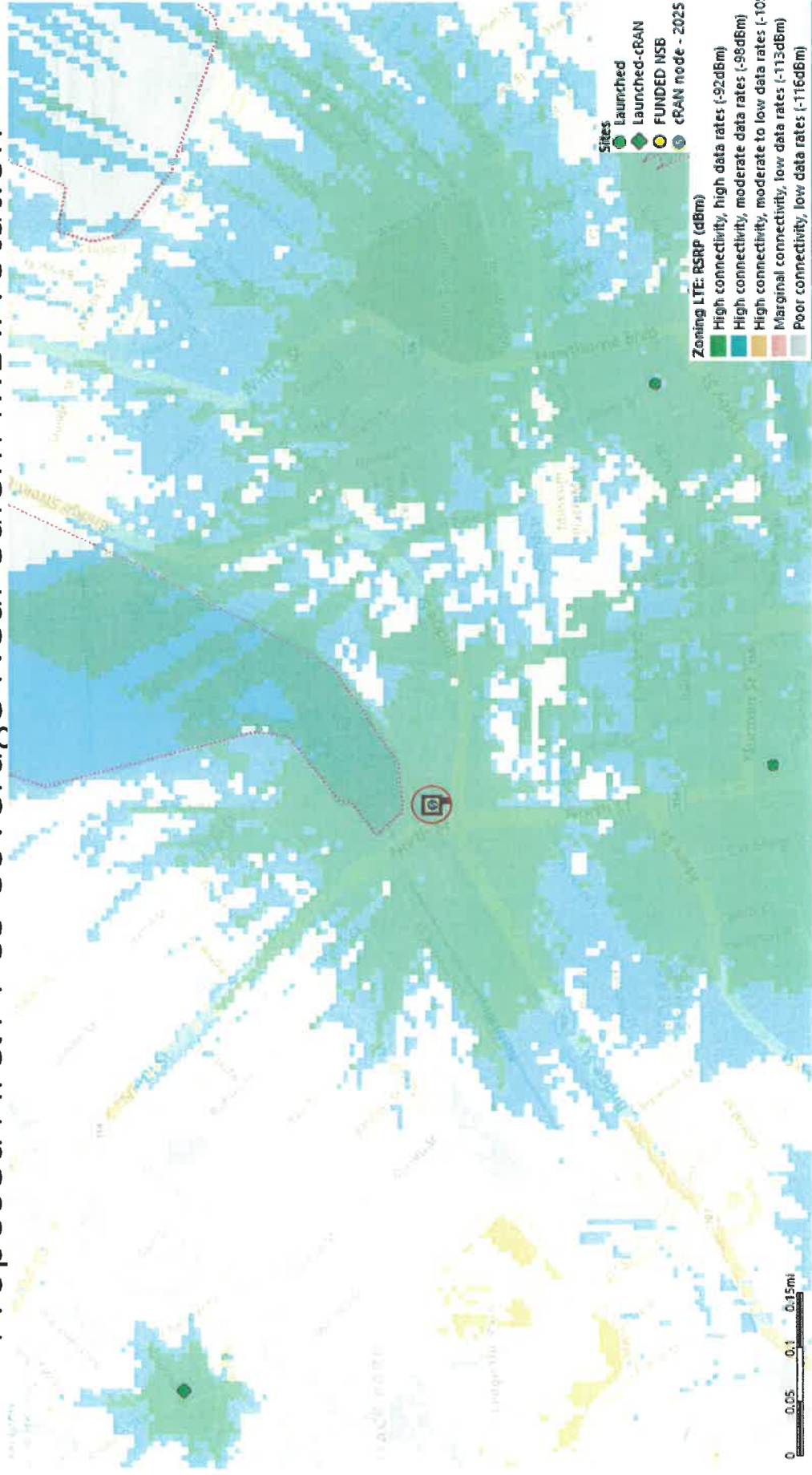
Sincerely,

Keith Amelin
Lead Data Analyst
Third Party Attachments

Current AT&T PCS Coverage Near Salem MBTA Station



Proposed AT&T PCS Coverage Near Salem MBTA Station





50 COCHILATE ROAD
FRAMINGHAM, MA 01701



750 WEST CENTER STREET,
SUITE 301
WEST BRIDGEFORTH, MA 02379



11 WINDSOR PARK NORTH AVENUE, SUITE 104
FRAMINGHAM, MA 01701



CHECKED BY: AT
APPROVED BY: DPH

REV	DATE	DESCRIPTION	BY
1	08/20/18	ISSUED FOR BIDDING	DPH
2	08/20/18	ISSUED FOR BIDDING	DPH
3	08/20/18	ISSUED FOR BIDDING	DPH

CLIENT AND PROJECT NUMBER:
CRAI_RCTB_00073_654
SITE NO:
CRAI_RCTB_00073_654
PROJECT ADDRESS:
2055 WINDSOR PARK NORTH AVENUE
SALEM, MA 01930
ESSEX COUNTY

GENERAL NOTES
SHEET TITLE

GN-1
SHEET NUMBER

GROUNDING NOTES

1. APPLICABLE BUILDING CODES:
SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL BUILDING CODES. THE EDITION OF THE AIA ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
BUILDING CODE: MA STATE BUILDING CODE 780 CMR 97C EDITION & IBC 2015 ELECTRICAL CODE: 8017 NATIONAL ELECTRICAL CODE (NFPA 70-2017)
SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
AMERICAN CONCRETE INSTITUTE (ACI) 318: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE;
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUALL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION;
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-B; STRUCTURAL STANDARDS FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING REQUIREMENT SHALL GOVERN, WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.
2. APPLICABLE BUILDING CODES:
SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL BUILDING CODES. THE EDITION OF THE AIA ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
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AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUALL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION;
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-B; STRUCTURAL STANDARDS FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING REQUIREMENT SHALL GOVERN, WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.
3. ALL GROUNDING SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GSS) SHALL BE BONDED TOGETHER IN ACCORDANCE WITH THE NEC.
THE SUBCONTRACTOR SHALL PERFORM EEE FALL-OF-POTENTIAL RESISTANCE TESTS TO VERIFY THE ELECTRICAL SYSTEMS ARE BONDING TOGETHER AND THAT THE SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUNDING CONDUCTOR. ALL METAL RACEWAY SHALL BE FINISHED AND INSULATED IN ACCORDANCE WITH THE NEC. SHALL BE FINISHED AND INSULATED WITH THE POWER CIRCUITS TO BITS EQUIPMENT.
5. EACH BITS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND ELECTRODES. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL COPPER FOR OUTDOOR BITS.
6. EQUIPMENT METALS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED METALFAST CAPTINGS (E. CONDUCTIVE EEL OR GATE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. USE BRASS BONDING CONDUCTORS SHALL BE EXPERIMENTALLY BONDED OR TESTED TO GROUND FOR USE.
9. ALUMINUM BONDING COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BRACES, FRAMES, SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER ELECTRICALLY CONDUCTING REINFORCING STEEL SHALL BE BONDING TO THE FOUNDATION AND/OR FOOTING WITH #6 AWG COPPER CONNECTION USING #2 AWG SOLID BARE TINNED COPPER GROUND WIRE, PER NEC 250.50

ABBREVIATIONS

ACL	ABOVE GRADE LEVEL	EO	EQUAL	REQ	REQUIRED
AWG	AMERICAN WIRE GAUGE	GC	GENERAL CONTRACTOR	RF	RADIO FREQUENCY
BBU	BATTERY BACKUP UNIT	GRC	GALVANIZED RIGID CONDUIT	TBD	TO BE DETERMINED
BTWC	BASE TINNED SOLID COPPER WIRE	MOB	MASTER GROUND BAR	TBR	TO BE REMOVED
BR	BURIED GROUND RING	MIN	MINIMUM	TBR	TO BE REMOVED AND REPAIRED
BS	BASE TRANSENER STATION	P	PROPOSED	TYP	TYPICAL
E	EXISTING	NTS	NOT TO SCALE	UG	UNDER GROUND
EBB	EQUIPMENT GROUND BAR	RAO	RADIATION CENTER LINE (ANTENNA)	VF	VERIFY IN FIELD
ECR	EQUIPMENT GROUND RING	REF	REFERENCE		

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR - CENTERLINE
SUBCONTRACTOR - CONTRACTOR (CONSTRUCTION)
OWNER - ATEL MOBILITY
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE JOB SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO DETERMINE THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS. THE SUBCONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, ORDINANCES, AND LAWS, ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. THE SUBCONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, ORDINANCES, AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. NOTHING LIST SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY THE OWNER. ITEMS TO BE SUPPLIED BY THE OWNER SHALL BE IDENTIFIED AS SUCH IN THE BILL OF MATERIALS AND NOTHING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE PROPOSED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES; GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING, AND T1 PLAN DRAWING. THE SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR. NECESSARY SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, FURNISHINGS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COUPLER CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
13. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.
14. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL BE AIR-ENHANCED AND SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
15. ALL STRUCTURAL STEEL WORK SHALL BE DETAILED, FABRICATED AND ERRECTED IN ACCORDANCE WITH AISC SPECIFICATIONS. ALL STRUCTURAL STEEL SHALL BE ASTM A36 (Fy = 36 ksi) UNLESS OTHERWISE NOTED. PIPES SHALL BE ASTM A53 TYPE E (Fy = 36 ksi). ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED. TOUCHUP ALL SCRATCHES AND OTHER MARKS IN THE FIELD AFTER STEEL IS ERRECTED USING A COMPATIBLE ZINC RICH PAINT.
16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF AIRT SITES.
17. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO THE START OF CONSTRUCTION. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.



530 COORDINATE ROAD
FRAMINGHAM, MA 01701



750 WEST CENTER STREET,
SUITE 300
WEST BROOKFIELD, MA 01581



111 WASHINGTON BLVD. SUITE 1000 WILMINGTON, MA 01897
TEL: 978-363-3323



DANIEL HAHAM
REGISTERED PROFESSIONAL ENGINEER
NO. 10170

CHECKED BY: AT
APPROVED BY: DPH

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
1	10/20/15	ISSUED FOR REVIEW	DPH
2	10/27/15	REVISION FOR REVIEW	DPH

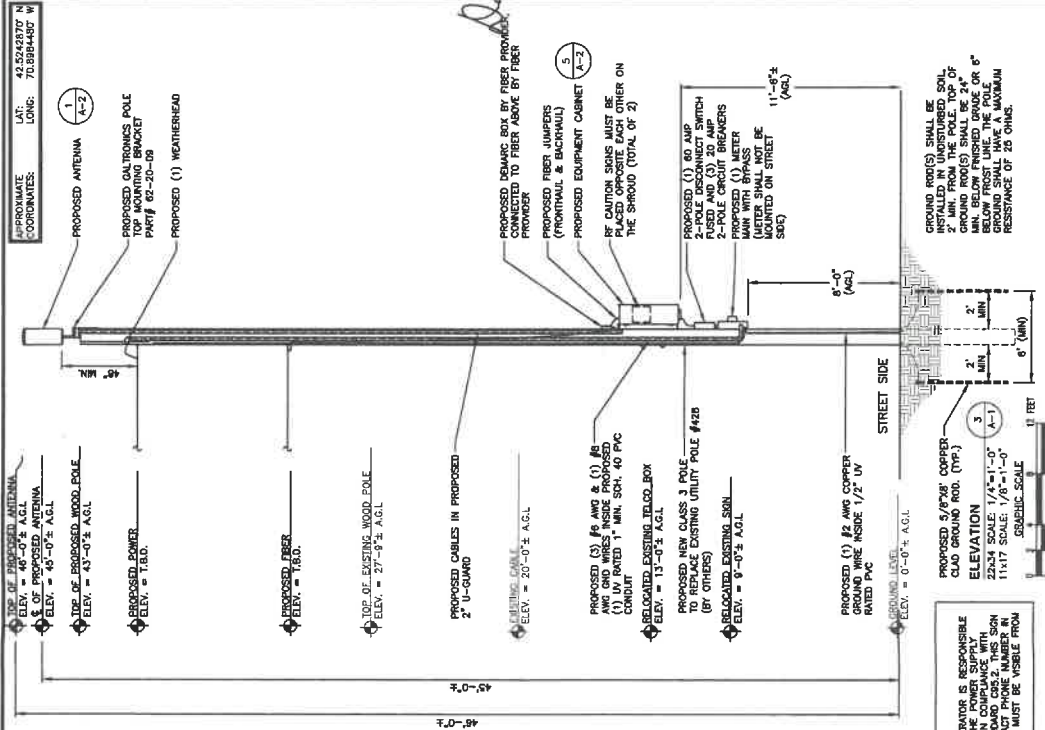
CLIENT AND WORK NUMBER:
CRAN_RCTB_00073_654

DATE: 06/15/16
SITE NO.:
CRAN_RCTB_00073_654

PROJECT ADDRESS:
2505 WINDMILL STREET
SALEM, MASSACHUSETTS
ESSEX COUNTY

SHEET TITLE
ELEVATION

SHEET NUMBER
A-1



NOTE:

1. THE WIRELESS COMMUNICATIONS OPERATOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF THE UTILITY POLES AND FOR COMMUNICATING THE RF EMISSIONS IN COMPLIANCE WITH THE FCC REGULATIONS. THE OPERATOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY POLES AND FOR THE PROTECTION OF THE UTILITY POLES IN CASE OF EMERGENCY. THIS NUMBER MUST BE VISIBLE FROM THE GROUND.



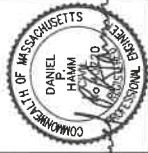
555 COMMERCIAL ROAD
FAIRHAVEN, MA 01906



730 WEST CENTER STREET,
WEST BRIDGEPORT, MA 02378



MAINTENANCE DIVISION, NORTH ANDOVER (MA 01854)
TEL: 978-657-6443



CHECKED BY: AT

APPROVED BY: DPH

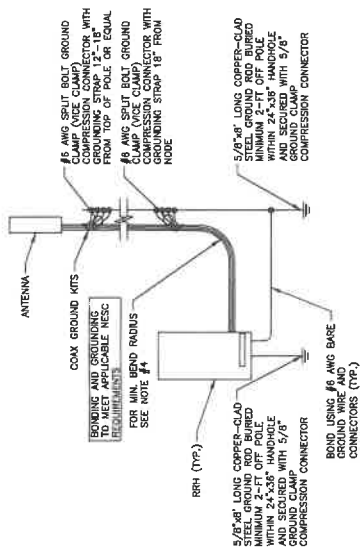
SUBMITTALS	
NO.	DESCRIPTION
1	GROUNDING KIT
2	GROUNDING KIT
3	GROUNDING KIT
4	GROUNDING KIT

CUSTOMER AND PROJECT NUMBER:
CRAN_RCTB_00073_654

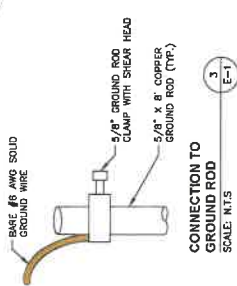
SITE NO:
CRAN_RCTB_00073_654
SITE ADDRESS:
2565 WEST CENTER STREET
SALEM, MA 01970
ESSEX COUNTY

SHEET TITLE
ELECTRICAL &
GROUNDING DETAILS

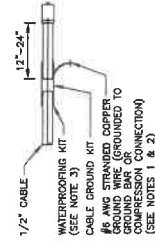
SHEET NUMBER
E-1



GROUNDING ONE LINE DIAGRAM (2)
SCALE: N.T.S.

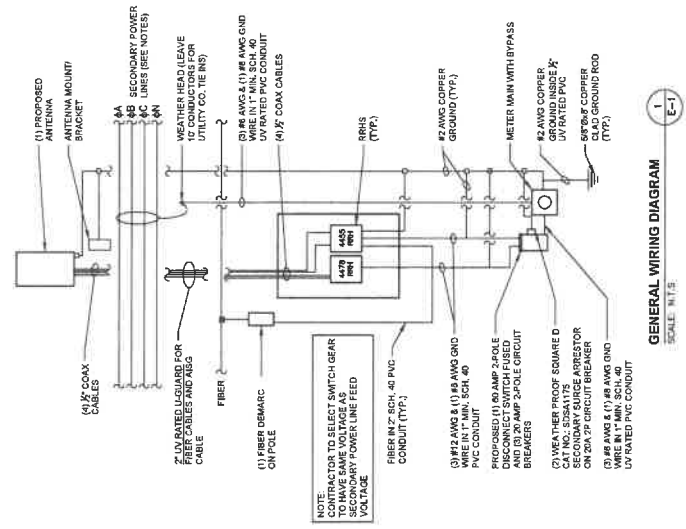


CONNECTION TO GROUND ROD (3)
SCALE: N.T.S.



ANTENNA CABLE GROUND KIT (4)
SCALE: N.T.S.

- NOTES:
- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS CONNECT TO GROUND BAR, OR COMPRESSOR CONNECTION.
 - GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SHOWN ON DRAWING.
 - WEATHERPROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.
 - CONDUCTOR SHALL NOT BE BENT TO LESS THAN 12 TIMES OVERALL CONDUCTOR DIAMETER.



GENERAL WIRING DIAGRAM (1)
SCALE: N.T.S.

NOTE:
CONTRACTOR TO SELECT SWITCH GEAR AND SECONDARY POWER LINE FEED VOLTAGE

Eagle Scout Community Project Proposal to the Salem City Council Dec. 7th, 2023

Colin Bowker

41 Forrester St.

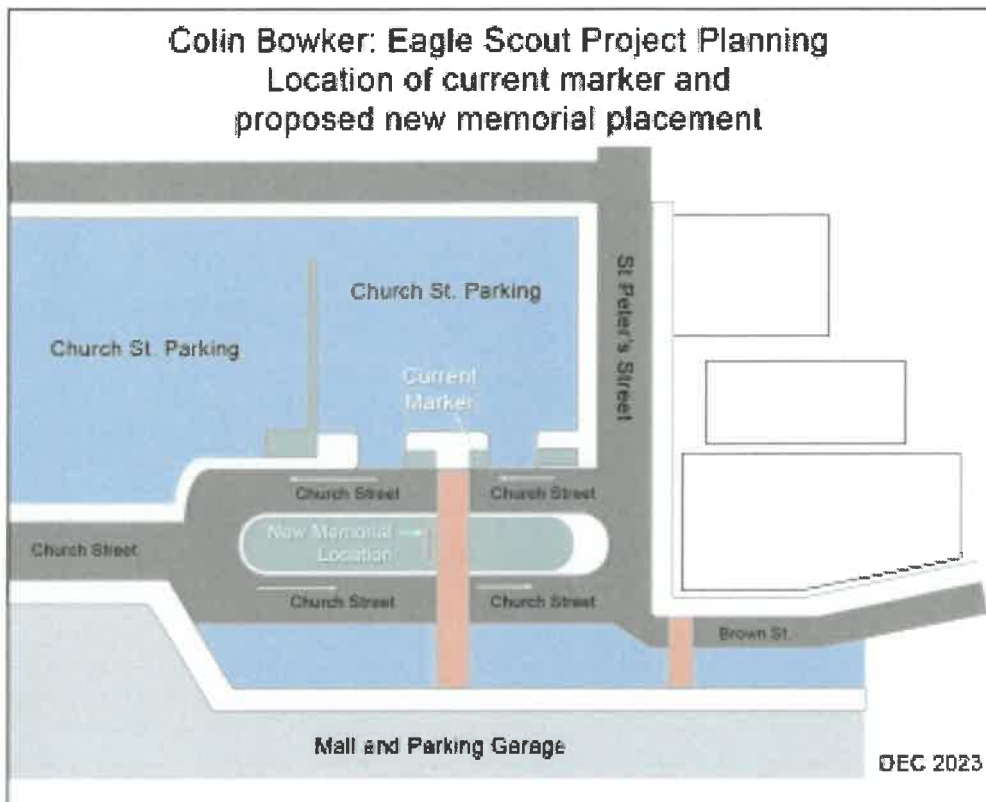
Salem, MA 01970

Boy Scout, Member of Salem Troop 24

My name is Colin Bowker and I would like to get this Eagle Scout project on the city council agenda for January 25th. I have lived in the City of Salem since I was born. I've been a part of Scout Troop 24 of Salem for 7 years now. During that time I've participated in many community service projects, such as the cleanup of various parks, and most recently construction of the Police station memorial. Also during my time in Scouts, I've gradually risen up the ranks, always with the intention of attaining Eagle Scout, which is Scouting's highest achievement. I now have most of what is required for Eagle Scout in terms of merit badges and having served in leadership positions, but one of the most important requirements is that of an Eagle Scout Project, which is intended to benefit my community.

Last year as part of a documentary film project I created (as part of RAW Arts in Lynn) I interviewed a number of US military veterans about their experiences once they returned home. As part of this process, I got to know Kim Emerling of the Salem Veterans Council, who made the initial suggestion for what I am proposing today, which is to have built a new memorial to honor two important Salem veterans from the Revolutionary War. This idea was discussed and approved of by my Scout troop leaders, and then by the Salem Veterans Council.

To that end, I and the members of the Salem Veterans Council, would like your approval in moving the existing memorial of Benjamin Pierce at the rotary of Church and St. Peter's Streets to a nearby (and more visible) space owned by the City (see diagram below) and combining it with a new memorial that will be placed in the center island next to the pathway that bisects the rotary.



Description of Existing Marker and New Memorial Concept

The current granite and bronze memorial is approximately 28” by 38” and 10”-14” off the ground. We will remove the current bronze plaque from the granite (as well as the granite block itself). Below is the existing block and plaque, which was installed in 1977.



The New Design: The current bronze marker dedicated to Benjamin Peirce will be attached to the new upright granite memorial block where it will be placed alongside a new plaque dedicated to Major General Stephen Abbot, who was captain of scouts attached to General Washington’s headquarters, as well as a successful merchant from Salem. The markers will be placed on the granite below.



Design and Project Benefits:

The new combined monument will serve to place it in a location more viewable to the public alongside a well used pathway, and will further be visible to vehicles driving around the rotary. Both the new design as well as the location offer a more visible opportunity for residents and visitors to learn about Salem's extensive Veteran's history.

The City of Salem has always shown great respect to its veterans and has an abundant and unique history that should be shared with all. There are currently around 23 memorials dedicated to veterans around the city, as well as 91 veteran's squares. The support that our town shows to veterans both past and present, is visibly evident and should be maintained and expanded upon. These two soldiers present an opportunity to further show our support and investment in the armed forces and will create more historical context that deepen the roots of Salem back to the Revolutionary War.

In order for this project to happen we need concurrence from the City for the new monument, as well as the new bronze marker. The removal of the granite may be difficult and will call for assistance from the DPW or an independent construction company to remove and properly dispose of it. Upon Council approval, a budgetary and fund raising process will be instigated.

In closing, I would like to thank you for your time and consideration for this project on behalf of myself, the Salem Veterans Council and the Boy Scouts of Troop 24.

Colin Bowker

Life Scout, Troop 24 Salem

American Veterans Post 53

American Legion Post 23

Polish Legion of American
Veterans Post 55

Second Corps of Cadets



Military Order of the Purple Heart

Disabled American Veterans
Chapter 84

Veterans of Foreign Wars
Post 1524

Marine Corps League
Essex County Detachment 127

Salem Veterans Council

January 18, 2024

Dear Salem City Council,

The members of the Salem Veterans Council fully endorse Colin Bowker's Eagle Scout project to build a new "Peirce-Abbot" monument to be located on the island at Church and St. Peter's St. in a more visible location.

We feel this will be a great addition to the monuments dedicated to the city's long and storied military history.

Sincerely,

A handwritten signature in cursive script that reads "J. M. Cole".

J. M. Cole
Commander
Salem Veterans Council