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SMALL WIRELESS FACILITIES RIGHTS-OF-WAY AND ACCESS AGREEMENT BETWEEN AND AMONG THE CITY OF STAMFORD (THE “CITY”) AND {Insert Carrier Name} (THE “CARRIER”)

THE CITY OF STAMFORD, a Connecticut municipal corporation (the “City”) with its principal office at 888 Washington Boulevard, Stamford, Connecticut 06901, and {Insert Carrier Name}, a Delaware Limited Liability Company (the “Carrier”) with its principal offices at {Insert} hereby enter into this Wireless Facilities Agreement (“Agreement”) effective as of the date last signed below (the “Effective Date”). The City and Carrier may collectively be referred to as “Parties,” or individually as a “Party.”

WHEREAS, the transformative capabilities of 5G technology—including ultra-high-speed data transmission, minimal latency, and exceptional network reliability—will foster job creation, help bridge digital divides, and solidify cities as dynamic hubs of technological progress and economic activity; and,

WHEREAS the parties recognize and are bound by the September 27, 2018 Federal Communication Commission’s Declaratory Ruling (“Ruling”); and,

WHEREAS Section 253(a) of the Telecommunications Act of 1966 (“Act”) provides that “[n]o State or local statute or regulation, or other State or local legal requirement may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service; and,

WHEREAS, the April, 2022 FCC Equity Action Plan (“Plan”) declares that its goal is to “advance equity in the provision of access to digital communication services and products for all people in the United States, without discrimination on the basis of race, color, national origin, sex or disability;” and,

WHEREAS, in furtherance of these goals, Connecticut’s five largest cities, Verizon, and AT&T, have worked collaboratively to draft this Agreement facilitating the deployment of 5G in Connecticut’s urban areas; and,

WHEREAS the parties pledge to work cooperatively and in good faith with each other to satisfy the goals of the Ruling, Act and Plan; and,

NOW, THEREFORE, AND IN CONSIDERATION of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

The above recitals are incorporated into the body of this Agreement with full legal force and effect.

SECTION I. DEFINITIONS

- A. **“Aesthetic Standards”** means those standards agreed to by the City and the Carrier, which set forth rules and requirements for the siting and construction of Small Wireless Facilities within the City ROW, set forth and described in **Exhibit 1** attached hereto.

- B. **“Agreement”** means this Agreement, together with any exhibits, amendments, or modifications mutually agreed to by the Parties.
- C. **“Applicable Law(s)”** or **“Law(s)”** means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.
- D. **“DMO”** means the designated municipal official of the City at the inception of this Agreement, as named individually or by title or position, set forth in **Exhibit 2** attached hereto, which DMO may be changed by written notice.
- E. **“Colocate”** means to attach, install, mount, maintain, modify, operate, and/or place a Facility on an existing or replacement Pole or Support Structure and may also include multiple small wireless facilities whether publicly or privately owned on a Pole or Support Structure.
- F. **“Deployment”** means the construction, repair, replacement, maintenance, attachment, installation, removal, reattachment, reinstallation, relocation, and/or operation of Facilities on and within the City ROW.
- G. **“Equipment”** means the radios, antennas, transmitters, and other wireless transmission or transport devices attached, mounted, or installed pursuant to the Agreement, including but not limited to control boxes, fiber optic and other cables, wires, conduit, power sources, grounding equipment, battery backup and other equipment, structures, and appurtenances which may be installed, maintained, operated and/or used for the purpose of Small Wireless Facilities Deployments. This definition shall also include new telecommunications equipment that is substantially similar to Small Wireless Facilities existing as of the Effective Date of this Agreement, or that may have reduced or lessened dimensions with respect to size, coverage/spacing requirements, and general physical characteristics.
- H. **“Facility”** or **“Facilities”** means any and all Equipment and installations of any kind owned and/or controlled by the Carrier that are reasonably necessary and appropriate for the deployment of a Small Wireless Facility, as defined herein.
- I. **“FCC”** means the Federal Communications Commission of the United States.
- J. **“FCC Wireless Infrastructure Order”** means the Declaratory Ruling issued by the FCC on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rcd 9088).
- K. **“License”** means the non-exclusive right granted by the City, subject to this Agreement, to the Carrier to construct and maintain its Small Wireless Facilities on, over, under, upon, across, and/or along the respective City’s ROW.
- L. **“Person”** means any natural or corporate person, business association or business entity, including, but not limited to, an individual, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.
- M. **“Pole”** means a municipally-owned structure, such as a municipal utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located or to be located within the ROW. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached, unless the DMO grants a waiver for such Pole. The term does not include any existing, replacement or new structure under the jurisdiction of the Connecticut Public Utility Regulatory Authority or the Connecticut Siting Council.
- N. **“Radiofrequency Emissions”** or **“RF Emissions”** means electromagnetic energy

- including radio waves and microwaves that are transmitted or received by Facilities.
- O. **“Rights-of-Way” or “ROW”** means the space in, upon, above, under, along, across, and over the public streets, roads, highways, sidewalks, and public ways owned or controlled by and under the jurisdiction of the City, as the same now or may hereafter exist. This term shall not include: (a) any county, state, or federal right-of-way; (b) public or private utility easements, whether owned by a City or others, except as provided by applicable Laws or pursuant to any agreement between a City and any such person or entity; or (c) any real property owned by a City that is not a public street, road, highway, sidewalk, or other public way.
- P. **“Safety and Construction Standards”** means any specific City design standards applicable to a Small Wireless Facility as may be set forth on **Exhibit 3**, including but not limited to, minimum Equipment heights above-ground level, maximum Facility heights, sight line requirements associated with roadways, emergency contact information and procedures, locations of power shut-off switches in accordance with electric utility requirements, evidence of compliance with structural standards for the Pole or Support Structure, and the like.
- Q. **“Services”** means any telecommunications service provided by means of the Facilities installed by a Carrier in accordance with this Agreement, for which a Carrier holds a valid license or authorization issued by the FCC; or the leasing, operation, or maintenance of the same by a Carrier in accordance with this Agreement. “Services” do not include cable service or open video services.
- R. **“Small Wireless Facility”** means a Facility that meets the definition of “Small Wireless Facility” set forth in 47 CFR § 1.6002. The term “Small Wireless Facility” includes associated Equipment and Facilities as defined in this Agreement but does not include Support Structures to which such Equipment and Facilities are attached.
- S. **“Small Wireless Facility Permit”** means the authorization granted after review and approval by the DMO of the City of an application for a Small Wireless Facility.
- T. **“Support Structure”** means a structure within the ROW to which a Small Wireless Facility is or may be attached, including but not limited to a Pole.

SECTION II. GRANT OF ACCESS AND OCCUPANCY RIGHTS

- A. The City, respectively, hereby grants the Carrier a non-exclusive License to enter upon and use such ROW for the purpose of construction, operation, and maintenance of Small Wireless Facilities, subject to the terms and conditions set forth herein.
- B. The City expressly reserves the right, in its own name, to use and occupy its property, and to grant such other non-exclusive licenses to use and occupy such property as may be deemed in the public interest.
- C. The Carrier shall be solely responsible for any and all costs and expenses related to its use of a ROW for the deployment of Small Wireless Facilities. The Carrier shall also be solely responsible for obtaining any and all real property easements, rights-of-way, permissions, and consents from third parties, as may be required, in order to access and use a ROW for its Small Wireless Facilities. The Carrier shall be subject to all applicable laws that may apply to the Small Wireless Facilities that may affect, without limitation, their placement, location, and operation within a ROW.
- D. This Agreement does not grant the Carrier any property interest in a ROW or municipal

property. The License granted herein is not divisible, and Carrier may not grant any person the right to use or occupy a ROW, except as set forth herein.

- E. The Carrier warrants that its Small Wireless Facilities shall be maintained in good and safe operating condition, consistent with Applicable Laws and generally accepted industry standards applicable in the State of Connecticut.

SECTION III. DEPLOYMENT PLANS

- A. Within 30 days after the Effective Date, the Carrier shall submit to the DMO of the City a non-binding plan (the "Initial Deployment Plan") consisting of: 1) a map identifying the number and potential location of Small Wireless Facilities that the Carrier expects to deploy in the City during the initial two years of this Agreement together with; 2) an excel spreadsheet with exportable data which includes rows and columns identifying with reasonable accuracy to the extent known by the Carrier: (a) each proposed Pole location by latitude longitude street name and nearest cross street; (b) the type and location of Equipment to be installed on each Pole, or adjacent thereto in the ROW, with manufacturer specification sheets included as an attachment; (c) the location and type of required electric utility equipment or any known fiber extensions that will be required for each Small Wireless Facility; and (d) the date ranges for permitting and construction of each Small Wireless Facility. Thereafter, the DMO may request the Carrier to submit updated Deployment Plans (the "Updated Deployment Plans") once per annum.. The purpose of such Initial Deployment Plan and any such Updated Deployment Plans is to: (a) provide general information regarding anticipated deployment of Small Wireless Facilities; (b) to allow the City to estimate staffing needs to support the Carrier's expected Deployment Plan; and (c) and to allow the City to identify geographic locations where multiple carriers may be planning to deploy Small Wireless Facilities in order to explore the possibility of Collocation by multiple carriers on a single Support Structure. The Initial Deployment Plan and any Updated Deployment Plans submitted by the Carrier shall be treated by the City as exempt records pursuant to Section 1-210(b)(5) of the Connecticut General Statutes.
- B. The Parties agree to work cooperatively and in good faith to achieve the goals set forth in Federal policy. The Parties agree that community engagement efforts for the purpose of educating the public about wireless deployment and promoting access to essential communications technology are beneficial and support the goals of this Agreement. Upon request of the City, no more than once per annum, the Carrier shall convene with the City's DMO and other appropriate officials to discuss any Federal policies and potential opportunities outside the scope of this Agreement that the Parties may, but are not obligated to, jointly develop, including, but not limited to, advancing any equity plans that the City may be considering or adopting.

SECTION IV. SMALL WIRELESS FACILITY PERMIT SUBMITTAL AND REVIEW

- A. The City's DMO shall provide a pre-application review at the Carrier's request, to ensure that such Carrier's proposed locations and designs are in compliance with all Applicable

- Laws and are consistent with the Aesthetic Standards.
- B. The Carrier shall submit a Small Wireless Facility Permit Application to the DMO for each proposed Small Wireless Facility using the form titled “[Revocable City Property Privilege Application – Small Wireless Facility]” (the “Application”) a copy of which is attached hereto as **Exhibit 4**, as the same may be amended from time to time by the DMO. The Application shall include a structural analysis demonstrating that the Pole or other Support Structure is capable of supporting the Equipment.
 - C. In addition to the information provided in the Application, at the time of Application the Carrier shall submit: an RF Emissions report with calculations prepared in accordance with FCC requirements and demonstrating the Small Wireless Facility(ies) will comply with applicable federal maximum permissible public exposure standards both at grade and at the nearest occupied structure.
 - D. The Carrier shall comply with the requirements and directions specified on the Application as may be amended from time to time.
 - E. In addition to obtaining a Small Wireless Facility Permit, a Carrier may be required to obtain additional generally applicable local permits, including but not limited to the following: (a) a building permit; (b) an electrical permit; (c) a grading permit; (d) a tree trimming permit; (e) a street opening permit; (f) a sidewalk barricade permit; (g) a contractor’s license, (h) an Historic District certificate of appropriateness or (i) an excavation permit.
 - F. The DMO may propose and approve alternate locations, including locations not in the ROW but located on Municipal Property, to the location or locations requested in the Application, provided that such locations are acceptable to the Carrier from a technical and constructability perspective and are similar in cost. The DMO may also propose and approve alternate locations for Small Wireless Facilities that will in the City’s view minimize any potential impacts to adjoining property owners and other users of the ROW, provided that such locations are technically feasible for the Carrier from a Service, constructability and cost perspective.
 - G. The DMO shall review each Application in compliance with the shot clocks set forth in the FCC Wireless Infrastructure Order. The DMO shall evaluate, recommend other locations and approve or deny the Application on a competitively neutral basis, with no unreasonable discrimination among similarly situated applicants and installations based upon the DMO’s administrative judgment, reasonably exercised.
 - H. Within sixty (60) days of an Application, the DMO shall issue a written decision that either approves, approves with conditions, or constitutes a draft denial for the requested Small Wireless Facility Permit, with the reasons for such decision set forth in written findings.
 - I. In the event that the DMO issues a draft denial for an Application, the Carrier and the City shall consider entering into a written tolling agreement as authorized by FCC regulations and the FCC Wireless Infrastructure Order to work in good faith to negotiate a resolution of the dispute. If a tolling agreement is not executed by both the City and Carrier within ten (10) days of the date of the DMO’s draft denial, the draft denial shall be deemed a final decision and denial of the Application without any further action required by either party. The Carrier may pursue any remedy available to it under Applicable Laws.
 - J. An Application may be approved for any of the following Small Wireless Facility uses

provided that the Carrier has complied with all applicable City requirements:

- i. Collocation on an existing City-owned Pole or Support Structure;
- ii. Collocation on an existing Pole or Support Structure not owned by the City, provided that the Carrier has submitted sufficient proof of permission from the owner thereof;
- iii. Collocation on a City-owned Pole or Support Structure following the replacement of such Pole or Support Structure, provided that: (1) the Carrier shall be solely responsible for all costs and expenses related to such replacement; (2) the replacement Pole or Support Structure shall be designed to match as closely as feasible the existing City-owned Pole or Support Structure with regard to size, color, materials, etc.; (3) the Carrier shall not retain any ownership rights in the Pole or Support Structure following its replacement; and (4) the Carrier shall continue to retain the obligation to maintain, repair and replace its Small Wireless Facility located on such Pole or Support Structure;
- iv. Collocation on a Pole or Support Structure not owned by the City following the replacement of such Pole or Support Structure, provided that Carrier has submitted sufficient proof of permission from the owner thereof, and provided that: (1) the City shall not be responsible for any costs and expenses related to such replacement; (2) the replacement Pole or Support Structure shall be designed to match as closely as feasible to the existing Support Structure with regard to size, color, materials, etc.; or
- v. Installation of a new Pole or Support Structure where, as determined by a Carrier in consultation with the DMO, no other existing Pole or Support Structure in the City ROW can be used for Collocation and provided that, where feasible, such new municipally owned Pole or Support Structure is designed in a manner that can structurally accommodate at least one additional Small Wireless Facility. If the Carrier is not proposing to collocate the Equipment, but proposing a new Pole or Support Structure where none currently exists in the ROW, the Carrier must provide evidence that collocation is technically infeasible from a Service, constructability or cost perspective.

K. The DMO may deny an Application on the following grounds:

- i. Subject to the applicable FCC Shot Clock, the Application is materially incomplete;
- ii. The Small Wireless Facility would materially interfere with vehicular and pedestrian safety;
- iii. The Small Wireless Facility would be in violation of the Agreement, Safety and Construction or Aesthetic Standards [as well as any zoning regulations currently in effect or as may be amended from time to time – Hartford only];
- iv. The Small Wireless Facility would interfere with the City's obligations under the Americans with Disabilities Act; or
- v. Any other violation of Applicable Law or creating a substantial adverse impact to the public health, safety, or general welfare within the City's jurisdiction to regulate.

SECTION V. CONSTRUCTION AND MAINTENANCE

- A. The Carrier shall be responsible for coordination of its construction and maintenance work with the DMO to avoid any interference with existing utilities, subsurface structures, facilities, streetlight operations, or other existing uses of the City ROW. The Carrier shall comply with all City construction regulations, including, but not limited to construction hours, waste management, noise abatement, traffic safety, traffic and parking regulations, street and sidewalk repair requirements, and the like.
- B. The Carrier shall install and perform all work on Small Wireless Facilities in strict compliance with its approved permits and in a diligent, skillful, and workmanlike manner consistent with the Safety and Construction Standards. No later than seven (7) days before commencing installation of a Small Wireless Facility, the Carrier shall provide to the DMO a schedule of construction activities and a list of the names, places of business, and license numbers of all contractors who will perform the work. The Carrier shall be responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable Law when performing work on behalf of the Carrier.
- C. The Carrier shall be solely responsible for working with the electric utility to establish electrical power to its Small Wireless Facilities, which shall be metered or otherwise charged separately from any other City or utility infrastructure located in the ROW, and the Carrier shall be solely responsible for the payment of electrical utility charges for the Small Wireless Facility. Drawings and specifications for any power supply routing shall be provided promptly to the DMO. The Carrier shall be solely responsible for making all arrangements with the electric utility, including but not limited to initial powering of the equipment and emergency procedures in case of damage to the pole and/or any equipment placed on the pole. The Carrier shall place notice on each pole as to contact information of the Carrier's personnel in case of emergency. The DMO shall provide any consents to the electric utility as may be required for Carrier's work.
- D. After performing construction or maintenance work or any other modification related to the Small Cell Facility, the Carrier shall leave the ROW in the same condition as it existed before the work commenced, reasonable wear and tear and deterioration by the elements excepted. The Carrier shall be solely responsible if such work disturbs or alters any utility infrastructure or other surface or subsurface structure in the City ROW or any City street or sidewalk, and the Carrier shall at its own expense restore such utility infrastructure, other structures or the City street or sidewalk to its original condition. If the Carrier does not perform such restoration within 30 days, the City shall have the option upon 10 days prior written notice, or sooner if required to protect or preserve public health or safety, to perform or cause to be performed such restoration work and to charge the Carrier for the costs incurred by the City whether such restoration is performed with internal forces and resources or by contract. The Carrier shall promptly reimburse the City for any such costs within 30 days of its receipt of a demand for payment containing a sufficiently detailed invoice or list of charges, with interest accruing at the legal rate for any payment made after the expiration of such 30-day period.
- E. If the installation of a Pole or Support Structure results in the creation of a double pole, Carrier shall cooperate in good faith with the City's efforts, if any, to eliminate the double pole. Such efforts may include, but are not limited to, cooperation to relocate

- attachments owned or operated by other entities from the original pole to the new pole.
- F. The Carrier shall not be required to obtain prior City approval for, but must notify the DMO of, maintenance and repairs that are: (i) necessary to maintain the structural integrity of a Support Structure; (ii) required to address an emergency; or (iii) limited to the repair, replacement, modification, or installation of internal components; (iv) or the replacement or upgrade of Equipment with new components that are substantially similar to the original with respect to color, size, and other aesthetic qualities, do not require any structural modifications to the Support Structure, and (v) are otherwise reasonably consistent with the Aesthetic Standards and the Safety Standards. All other maintenance and repairs or other modifications to a Small Wireless Facility shall require the Carrier to submit an Application as if applying for an initial installation of a Small Wireless Facility, subject to Applicable Laws.

SECTION VI. TERM OF AGREEMENT AND SMALL WIRELESS FACILITY PERMITS

- A. This Agreement shall commence upon the Effective Date and have an initial term of five (5) years or as otherwise provided herein (the “**Term**”). The Term of this Agreement shall thereafter automatically renew for one five (5)-year renewal term, unless the Carrier provides the City written notice of termination at least ninety (90) days prior to the expiration of the Agreement’s initial Term. . The Carrier may terminate this Agreement at any time, upon 90 days’ prior written notice. City may terminate this Agreement upon any material violation or breach by the Carrier that continues beyond the expiration of any cure period provided herein. The City shall give the Carrier a reasonable time to cure any such material violation or breach depending upon the nature of such violation or breach, provided that it shall be no less than 30 days and no more than 120 days.
- B. Each Small Wireless Facility Permit granted under this Agreement shall be valid for as long as this Agreement remains in effect or for (10) ten years from the date of issuance of such Permit, whichever is longer; provided, however, that installation of each Small Wireless Facility shall commence within twelve (12) months and be completed no later than fifteen (15) months from approval of the Small Wireless Facility Permit, and failure to comply with this requirement, except for events constituting force majeure, shall result in the expiration of the Permit except that the DMO may grant an extension of up to 120 days.
- C. The obligations of the Carrier with respect to maintenance and repair of equipment, payment of fees, insurance and indemnification shall survive the termination of this Agreement.

SECTION VII. REMOVAL AND/OR RELOCATION OF SMALL WIRELESS FACILITIES

- A. The Carrier acknowledges that the City, upon 90 days' prior written notice, may require the Carrier to relocate all or a portion of any Small Wireless Facility to an alternative location made available by the City and acceptable to the Carrier, at the sole cost and expense of the Carrier, if the City determines, in its reasonable discretion, that the relocation is needed to facilitate the use of the ROW for municipal purposes directly related to City economic development or the public health, safety, or general welfare. Should the Carrier fail to relocate any such Small Wireless Facility by the date established by the City, the City may remove such Small Wireless Facility and the expense thereof shall be paid by the Carrier within 30 days, including all expenses incurred by the City due to the Carrier's delay. The City and the Carrier shall cooperate to the extent possible to assure continuity of service during any such relocation, and the City shall use reasonable efforts to afford the Carrier a reasonably equivalent alternative location.
- B. If the City should reasonably determine that it is necessary in response to any public welfare or safety emergency that threatens imminent personal injury or property damage, the City may temporarily or permanently disconnect or remove any Small Wireless Facility within the City ROW. In cases of emergency, the City shall provide such notice as is practicable under the circumstances.
- C. The Carrier shall notify the City and remove any unused Small Wireless Facility within 30 days of its cessation of operations in providing services.
- D. Upon a City termination or the expiration of any Small Wireless Facility Permits granted pursuant to this Agreement, the Carrier shall have 90 days to remove such Small Wireless Facility and to restore any disruptions to the City ROW or municipal use of the Pole or Support Structure, except that the DMO may grant an extension of up to 30 days to vacate the Pole or Support Structure.

SECTION VIII. FEES AND CHARGES

- A. The following non-recurring fees are required for each Small Wireless Facility and shall be due upon Application submission:
 - i. For collocations or facilities mounted on an existing or replacement Pole or Support Structure - \$500.00 for a batch of five or fewer and \$100.00 for each additional facility.
 - ii. For new pole placements - \$1,000.00.
- B. The following annual fees are required for each Small Wireless Facility:
 - i. For collocations or facilities mounted on an existing or replacement Pole or Support Structure - \$270.00 per year
 - ii. For new pole placements - \$270.00 per year
- C. The first year's annual fee shall be due within 90 days of when the installation is complete and shall not be prorated, regardless of the date of such completion. For each subsequent year, the annual fee shall be due on or before January 31.
- D. The City shall provide the Carrier a completed, current Internal Revenue Service Form W-9 and state and local withholding forms, if required, in order for a Carrier to make fee payments to a City.

- E. In the event that any Federal or State legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Small Wireless Facilities in the ROW that differ in any material respect from the terms of this Agreement (a “New Law”), then either Party may, upon thirty (30) days prior written notice, require that the fees to be paid under this Section be adjusted to conform to the New Law. Such fees shall then apply on a going-forward basis for all existing and new Small Wireless Facilities, unless the New Law requires retroactive application, in which case such new fees shall apply retroactively. In the event that the Parties are unable to agree upon new terms within ninety (90) days after notice of such New Law, then any fees specified in the New Law shall be paid retroactively until the negotiations are completed or otherwise determined by a court of competent jurisdiction, whereupon the previous fees paid shall be adjusted accordingly.
- F. No more frequently than once per calendar year, the City may provide the Carrier with written notice that it will review the fees paid under this Section in accordance with the FCC Wireless Infrastructure Order and the City’s costs (“Fee Notice”). Any Fee Notice by the City shall include a line item spreadsheet of those costs the City incurred in managing the Carrier’s access to the ROW, as authorized and contemplated in the FCC Wireless Infrastructure Order, and include in the Fee Notice a proposed adjustment of the fees prospectively with the Carrier.
- G. The Carrier shall provide the City’s Assessor information on the value of the Carrier’s Equipment and other property that is subject to this Agreement in accordance with the requirements of any Applicable Laws.

SECTION IX. ADDITIONAL PROVISIONS

- A. The Carrier's Small Wireless Facilities must comply with Applicable Laws, including all applicable standards and regulations of the FCC and any other applicable State or federal government agency with the authority to regulate exposure to RF emissions, and the Carrier shall defend, indemnify, and hold harmless the City, its elected and appointed officials, department heads, employees, agents and servants from and against any damages arising from any violation by the Carrier of any such Applicable Laws and regulations during the performance of its activities pursuant to this Agreement. The City reserves the right to conduct at its sole expense on-site post-installation RF emissions testing.
- B. Consistent with Applicable Laws, the Carrier shall ensure that its Small Wireless Facilities will not cause RF interference with wireless communication facilities or devices, cable television, broadcast radio or television systems, or satellite broadcast systems, or police, fire department, emergency operations, Shot-Spotter, walkie-talkie and other similar systems used in a City existing at the time of installation of its Small Wireless Facilities. The Carrier shall further ensure that its Small Wireless Facilities will not cause any RF interference with traffic, public safety, or other communications signal equipment existing at the time of installation of its Small Wireless Facilities. The City shall include substantially similar interference language in all future right-of-way access agreements for Small Wireless Facilities to ensure that the Carrier is protected from RF

interference. A Carrier may only use FCC licensed or unlicensed spectrum for which it has the requisite federal authority to use in the provision of telecommunications services, provided such spectrum does not interfere with existing City operations utilizing FCC licensed or unlicensed spectrum.

- C. The Carrier shall maintain accurate maps and other appropriate records of its Small Wireless Facilities, including GIS location and information data, and such information shall be provided to the City upon the DMO's request, no more than one time per year and as part of any DMO request for Updated Deployment Plans. All location and information data provided to the City under this section shall be GIS-compatible and shall include the following minimum information on the Carrier's Small Wireless Facilities and Equipment: Site Name; Site Address; Site coordinates; Site Technology Type (e.g., 4G or 5G); Site Status; Inservice Activation Date; and such additional information as a City may reasonably require. The City shall treat such location and information data in accordance with the terms of the Confidentiality and Non-Disclosure Agreement entered into by the Parties hereto.
- D. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in a Carrier any real property interest in any portion of the City ROW or any other City property, including but not limited to, any fee, leasehold or easement interest in any land; provided, however, that this Agreement may, subject to Applicable Laws, create an interest subject to taxation and that the Carrier, its successor, lessee or assign may be subject to the payment of such taxes.

SECTION X. INDEMNIFICATION, INSURANCE, BONDS, ETC.

- A. The City and its employees and agents shall not be liable for injury or damage to any persons or property resulting from the installation, operation, maintenance, repair, and/or removal of Small Wireless Facilities within the ROW including but not limited to diminution in the value of any property, damages for loss or restriction of use of the City's ROW, damages arising from any use, storage, release, or disposal of hazardous materials and/or substances, and damages arising from any interruption of services of the Small Wireless Facilities. To the extent permitted by Applicable Law, the Carrier releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, department heads, officers, employees, agents, successors and assigns (each, an "Indemnified Party"), from any and all such claims, costs, damages, judgments, awards, and/or liability for injury or death of any person, or damage to property to the extent caused by or arising out of any acts or omissions of a Carrier, its agents, officers, employees, and contractors in the performance of the activities permitted by this Agreement and/or the installation, operation, maintenance, repair, and/or removal of Small Wireless Facilities except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of an Indemnified Party. This indemnification shall survive the termination or expiration of this Agreement.
- B. The City shall give prompt written notice to the Carrier of any claim for which the City seeks indemnification. The Carrier shall have the right to investigate these claims with prompt notice to the City Corporation Counsel or equivalent. The Carrier shall not settle

any claim subject to this Section without the prior written consent of the City, unless the settlement (i) will be fully funded by the Carrier, (ii) does not contain an admission of liability or wrongdoing by any indemnified party and (iii) does not have a detrimental effect on the City or its public health, safety or welfare. Any required consent shall not be unreasonably withheld, delayed or conditioned in the exercise of a City's commercial business judgment, reasonably exercised. Each party shall have all rights and remedies available at tort law, with respect to each other, for any claims, lawsuits, damages, judgments, awards, and/or liability for injury or death of any, or damage to property to the extent caused by or arising out of any negligent acts or omissions of any other party, its elected and appointed officials, department heads, officers, directors, employees, agents, successors and assigns in the performance of this Agreement.

- C. Notwithstanding any provision to the contrary, in no event shall either Party be liable to the other in contract, tort, under any statute, warranty, provision of indemnity or otherwise, for any special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other Party or any customer or third party or any other person for lost profits or other business interruption damages of such Party's customers, advertisers, users, clients, licensees, concessionaires, or any other person, firm, or entity.
- D. Each Carrier acknowledges that each City has made no warranties or representations regarding the fitness, availability or suitability of any City ROW, municipal property including but not limited to any Pole or Support Structure or utility infrastructure for the installation of Small Wireless Facilities, or for any other activities permitted under this Agreement, and that, except as expressly provided in this Agreement, any performance of work or costs incurred by a Carrier in the deployment of Small Wireless Facilities contemplated under this Agreement by a Carrier is at the Carrier's sole risk. Except as otherwise expressly provided in this Agreement, each Carrier, respectively, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, every Indemnified Party from any and all claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the City facilities and utility infrastructure located in the City ROW except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of an Indemnified Party. The City agrees: (i) to allow the Carrier to investigate the location of City ROW, municipal property and utility infrastructure (provided permission from the utility is first obtained); and (ii) to work cooperatively with the Carrier to facilitate the investigation of City ROW, municipal property and utility infrastructure under consideration as a location for a Small Wireless Facility, for the possible presence of lead-based paint, asbestos, or other hazardous substances (as that term may be defined under Applicable Law), or to identify physical or structural deficiencies. The City agrees to comply with Applicable Law with respect to the ongoing maintenance of any City-owned Support Structures. The Carrier shall be responsible to maintain any of its Facilities located thereon.
- E. The Carrier shall maintain and keep in effect during the Term of this Agreement commercial general liability insurance, as per ISO form or equivalent, with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate, insuring the Carrier and including the City as an additional insured by policy endorsement as their interest may appear under this Agreement insuring against loss,

damage, cost, expense or liability for damage to property or injury, illness, or death of person occurring or to the extent arising out of or resulting from a Carrier's use and occupancy of the City ROW and the operations conducted thereon in connection with the deployment of its Small Wireless Facilities in accordance with this Agreement. The Carrier's policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City.

- F. To ensure that the City will have some recompense if the Facilities are abandoned or result in other unexpected costs, the Carrier agrees, prior to the commencement of any work under an approved Small Wireless Facilities Permit, to post a removal bond or bonds in the following amounts: an initial bond in the amount of \$20,000.00, which shall cover the collocation of up to ten (10) Small Wireless Facilities on an existing or replacement Pole or Support Structure, and thereafter subsequent bonds in the amount of \$20,000.00 per Pole or Support Structure, which shall cover the collocation of ten (10) additional Small Wireless Facilities on an existing or replacement Support Structure; and a bond in the amount of \$10,000.00 for any new Support Structure. Such removal bonds shall name the City as the beneficiary and the Carrier as the obligor and shall be delivered to the City's Corporation Counsel or equivalent.
- G. The City acknowledges that the Carrier may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Equipment and Pole Placements (the "Collateral") with third party financing entities. In connection therewith, the City: (i) consents to the installation of the Collateral consistent with the other terms of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Annual Fees due or to become due, and that such Collateral may be removed at any time consistent with the other terms of this Agreement without recourse to legal proceedings.

SECTION XI. VALIDITY AND CONSTRUCTION OF AGREEMENT

- A. Entire Agreement. This Agreement states the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof and may not be amended or modified except by a written instrument executed by the Parties hereto. No waiver of any right or remedy hereunder shall be effective unless and until set forth in a writing delivered to the other Party, and a waiver, forbearance or other failure to enforce any right or remedy on any given occasion or under any specified circumstance shall not be construed as, or have the effect of, a waiver of such rights or remedies on any other occasion or under any other circumstances.
- B. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns and shall not be modified or amended except by an express written agreement signed by a duly authorized representative of each Party. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City or a Carrier.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, all of which together shall constitute the same instrument. Execution and delivery may be accomplished by

- facsimile or other electronic means.
- D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to its conflicts of laws principles, and, where applicable, federal law. In the event that any claim, complaint, or litigation is brought by either Party to this Agreement against the other for breach of this Agreement, or for an interpretation of this Agreement, each party shall bear its own costs, including legal fees and expenses. Any such claim, complaint or litigation shall be resolved in a court of competent jurisdiction over the parties located nearest to the City in Connecticut.
- E. Severability. If one or more of the provisions in this Agreement are held by an agency or court of competent jurisdiction, in a final, non-appealable order, to be invalid, void, voidable, unenforceable or illegal, such provision shall be deemed severable from the remaining provisions of this Agreement. Such invalid, void, voidable, unenforceable or illegal provision shall not affect the remaining provisions of this Agreement so long as the material purposes of this Agreement can be determined and effected.
- F. Transfer and Assignments. A Carrier shall not assign or otherwise transfer all or any part of its interest, rights, and duties in this Agreement, or sublet the area licensed hereunder or any portion thereof to be occupied by anyone other than the Carrier, without the City's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed in the exercise of its commercial business judgment, reasonably exercised. Any transfer that is not in compliance with this Section shall be void. Notwithstanding the foregoing, a Carrier may, without the consent of the City assign this Agreement, any Small Wireless Facility Permit, and/or related permits to any affiliate which (i) shall control, be under the control of, or be under common control with a Carrier; (ii) is a successor to a Carrier either by merger or other consolidation of the Carrier; or (iii) acquires all or substantially all of the Carrier's assets in the market defined by the FCC in which the Facilities are located, provided that such entity is bound by all of the terms and conditions of this Agreement. The Carrier shall provide the City notice of any such assignment within a reasonable period of time after the consummation thereof and the City may reject such assignment that violates or is inconsistent with this Section XI, Subsection F.
- G. Force Majeure. No failure by a Party to perform its obligations in accordance with this Agreement shall be deemed a material breach or grounds for termination if such failure to perform occurred as a result of circumstances beyond such Party's reasonable control as described below. Further, the time for performance of any duties or obligation of a City or a Carrier shall be extended for the period during which performance was delayed or impeded due to causes beyond such Party's control, including but not limited to strikes, lockouts, labor disputes, supply shortages, utility outages, cable dig-up by a third party, civil disorders, actions of governmental authorities, actions of civil or military authority, national emergency, insurrection, riots, war, acts or threats of terrorism, acts of God, fire, floods, epidemics, freight embargoes or other causes beyond the reasonable control of the Party required to perform an act, the Party shall be excused from performing that act for a period equal to the period of the preventing circumstance or delay. If a Carrier or a City claims the existence of a circumstance preventing performance, upon written demand for performance, the Party claiming the delay shall notify the other Party in writing of that fact within thirty (30) days after the beginning of any such circumstance. Economic hardship, misfeasance, or malfeasance of a Party's directors, officers, employees, council,

officials or agents shall not be considered as a condition beyond the fault or control of the defaulting Party.

- H. Confidentiality. The City shall make accepted Applications publicly available in accordance with the Connecticut Freedom of Information Law, provided, however, that the City shall redact or withhold from disclosure such portions of the Application materials specifically identified in accordance with the terms of the Confidentiality and Non-Disclosure Agreement entered into by the Parties hereto.
- I. Authority to Execute. Any individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms.
- J. Notices. All notices required or permitted to be given to either Party under this Agreement shall be in writing by first-class mail or overnight mail delivery service to the addresses of the Parties set forth on Exhibit 2 attached hereto and changes to such addresses shall be provided to the other Parties in the same manner as for notice . The Parties may change their contact information at any time by written notice.
- K. Nothing herein shall be construed to prohibit or limit the ability of any City to provide telecommunication services to its residents and business without charge.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

CITY OF STAMFORD

CARRIER _____

Name: Caroline Simmons
Title: Mayor

Name:
Title:

Date: _____

Date: _____

APPROVED AS TO FORM

Burt Rosenberg
Burt Rosenberg
Asst. Corporation Counsel

Exhibit 1

Aesthetic Standards

Exhibits 1a through ___ incorporate City approved Facility designs for aesthetic purposes (“Pre-Approved Facility Design”). An Application for a Small Cell Facility Permit which incorporates a Pre-Approved Facility Design shall be deemed to comply with the City’s Aesthetic Standards.

When Equipment is located within Pole structures, the base of the pole shall be no larger than required to accommodate the Equipment in accordance with the City’s Aesthetic Standards and Carrier technical requirements for Service from the Small Wireless Facility.

All materials and colors shall match the exterior of the Pole or Support Structure so as to blend in as much as possible.

In the event an Application seeks a permit for a Facility involving a Pole or Support Structure for which there is no Pre-Approved Facility Design, the DMO shall have authority to issue a Small Cell Facility Permit for a similar design on a site by site basis and without the need for an amendment to this Agreement.

The minimum linear distance between Poles used by the Carrier on the same street shall be 500 feet, unless the Pole proposed is configured to accommodate collocation by multiple carriers or the Pole is otherwise permitted for use as a Small Wireless Facility by the DMO evaluating the location in accordance with the same standards set forth in Section IV.F of the Agreement for alternative sites.

The minimum linear distance separating any Poles or Support Structures on the same street and containing any Small Wireless Facilities shall be 150 feet unless a location is proposed at an intersection or is otherwise permitted for use as a Small Wireless Facility by the DMO evaluating the location in accordance with the same standards set forth in Section IV.F of the Agreement for alternative sites.

CITY OF STAMFORD STANDARDS

DEFINITION:

Small Cell Node. A cellular radio access node that has as its key components an antenna and an equipment box, operates in licensed and unlicensed spectra, and is designed or used to increase capacity and stability of a wireless communications network.

(1) **Size.** A Small Cell Node shall be sized as follows:

- (a) The smallest practical size shall be used for each component of any Small Cell Node.
- (b) The size of any antenna associated with a Small Cell Node shall not exceed a maximum of 5 feet in height over the height of the structure it is mounted upon, except for Small Cell Nodes visible from the public right of way, which shall not exceed a maximum of 3 feet in height, except when two

Small Cell Node antennas are located on a single pole, in which case a total combined antenna height of 6 feet is permitted.

(2) **Location.** A Small Cell Node shall be located as follows:

- (a) On an existing or replacement light pole; or
- (b) No less than 30 feet from any residence and the Carrier shall be obligated to provide the City with comprehensive measurements of radiation emitted.

(3) **Number.** No more than two Small Cell Node antennas may be located on a single pole.

(4) **Design.**

- (a) The Small Cell Node equipment must be a consistent color to the structure to which it is mounted or fully enclosed in a replacement structure.
- (b) Replacement poles shall not exceed 12” in diameter.

Small Cell Node Allowed Configuration



- (c) The Small Cell Node, other than a Small Cell Node antenna not visible from the public right of way, shall be designed to minimize the visibility of cables and other appurtenances.
 - (d) For Small Cell Nodes on City-owned light poles, the Carrier must provide the City Engineer or his/her designee with peer-reviewed signed and sealed structural analysis prepared by Connecticut licensed structural engineer. The City Engineer or his/her designee must determine that:
 - i. The Small Cell Node can be reasonably supported by such infrastructure considering the structural condition of the specific structure and as shown in the engineering analysis filed by the applicant;
 - ii. The Small Cell Node location, design, and equipment will not interfere with pedestrian or vehicular travel, including blocking any sight lines from adjacent buildings or premises.
 - (e) For a Small Cell Node visible from the public right of way, equipment other than the antenna and a disconnect switch box of a size no larger than 1 cubic foot, shall be designed and located to minimize visibility of the equipment from the public right of way which requires a concealment element or underground installation. See above photograph for an allowed. Such boxes shall be free from sharp edges or be located in the public way where they could not come into contact with a pedestrian horizontally or vertically.
- (5) Evidence, in the form of sealed engineering drawings, at least two sightline perspectives, a coverage map, and engineering analysis regarding the suitability of any existing structure to which a Small Cell Node is proposed to be mounted, and representations about the size and nature of the components shall

be provided to the zoning administrator with each application. Generic drawings and photographs of equipment will not be accepted.

- (6) Modification of any Small Cell Node shall be approved by the City Engineer or his/her designee through a permit process if each and every piece of equipment is a modification which does not substantially change the physical dimensions of the eligible facility or support structure. The following constitute substantial changes:
 - (a) It increases the height of the support structure or the Small Cell Node by more than 10 percent or more than 5 feet, whichever is less;
 - (b) It involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10 percent larger in height or overall volume than any other ground cabinets associated with the structure;
 - (c) It entails any excavation or deployment outside the current site; or
 - (d) It would defeat the concealment elements of the eligible support structure.
- (7) Alternative designs for Small Cell Nodes, including those designed to be mounted to a building façade or designs that involve a City-owned replacement structure for a utility pole, light pole, traffic signal, or other structure, may be considered by the City Engineer or his/her designee under special permit review.
- (8) The staff of the Land Use Bureau shall have the authority to approve, on behalf of the City Engineer, the design of a Small Cell Node which has been approved by the City Engineer pursuant to a previous special permit application, if such design is exactly duplicated and does not otherwise violate this section, provided that staff may also decline to exercise such authority and request that the City Engineer review. The preceding sentence shall not relieve the responsibility of an applicant to tender special permit fees applicable to Small Cell Node applications.

ADDITIONAL REQUIREMENTS

1. No devices shall be from mast arms on aluminum streetlight poles.
2. No devices shall be installed on decorative light poles in City parks or on non-City owned decorative light poles.
3. The installation of any cellular device shall not result in any external wiring,
4. No devices shall be mounted in such a manner as to create a danger of harm to the public using the municipal right-of-way, on either or vertical or a horizontal plane.
5. Devices shall be mounted in a manner to match the verticality of the pole structure.
6. There shall be full compliance with the requirements of the Americans With Disabilities Act (ADA), and all other federal, state and City statutes, ordinances, rules and regulations.

7. If pole dimensions change, the Carrier is responsible for having attic stock available for immediate replacements. This also applies to any special foundations required to support poles.

SPECIAL RULES FOR DECORATIVE POLES

No installations shall be performed on decorative poles which are inconsistent with the aesthetics of any decorative pole in the sole discretion of the City Engineer or his/her designee.

In the event that the Carrier disturbs accoutrements of any decorative pole, including but not limited to granite curbs and brick pavers, the Carrier shall restore the area surrounding the decorative pole with materials substantially equivalent to those which were disturbed and such work shall be performed by qualified personnel within 49 hours of receipt of notice from the City. If, in the sole discretion of the City Engineer or his/her designee, restoration of the area surrounding the decorative pole is substandard to its original condition, the Carrier shall be obligated to take all remedial measures, as directed by the City Engineer or his/her designee. The Carrier shall perform such restoration within 48 hours of receipt of notice from the City.

Exhibit 2

DMO Designation

The Designated Municipal Official [DMO] shall be that City official or employee appointed by the City's Director of Operations.

The Director of Operations shall provide the Carrier, in writing, with the name, title, address, and telephone number of the DMO promptly upon appointment thereof.

Exhibit 3

Safety & Construction Standards

When collocated on a Pole with traffic signals or security cameras, antennas shall be located above any traffic or security cameras, and no less than 10 feet above grade measured at the Pole base.

The base of any Pole mounted Equipment shall be no lower than 10 feet above the finished surface of any sidewalk immediately adjacent to the Pole unless contained in the Pole pursuant to the City's Aesthetic Standards.

CITY OF STAMFORD REQUIREMENTS

Streetlight Poles

Applicants who propose to install Wireless Communications Facilities [WCFs] on any existing streetlight utility pole must remove and replace the existing pole with one substantially similar to the City's standards and specifications but designed to accommodate WCFs unless the existing pole has been designed and engineered to support WCFs in accordance with existing engineering, health and safety standards. To mitigate any material changes in streetlighting patterns, the replacement pole must A) be located as close to the removed pole as possible, B) be aligned with other existing streetlights, and C) include a luminaire at substantially the same height and distance from the pole as the luminaire on the removed pole.

Applicants shall obtain City excavation permits and obstruction permits for any work described in this provision.

New, Non-Replacement Poles

Applicants who propose to install WCFs on a new, non-replacement pole must demonstrate that any existing structures within 500' from the proposed site would be technically infeasible as supported by clear and convincing evidence in the written record. Any new, non-replacement pole must be substantially similar to the City's standards and specifications but designed to accommodate WCFs. The pole diameter shall not exceed 12" and any base enclosure diameter shall not exceed 16".

Encroachments Over Private Property

WCFs shall not encroach onto or over any private property or other property outside of the municipal right-of-way without the property owner's express written consent.

Obstructions; Public Safety

WCFs and associated equipment shall not physically interfere with or impede access to any

- A) worker access to any above-ground or underground infrastructure for traffic control, streetlight, or public transportation;
- B) access to any public transportation vehicles, shelters, street furniture, or any other improvements at any public transportation stop;
- C) worker access to any above-ground or underground infrastructure owned or operated by any utility;
- D) fire hydrant or water valve;
- E) access to any doors, gates, stoops or any ingress or egress points to any building appurtenant to the municipal right-of-way; and
- F) access to any fire escape.

Utility Connections

All cable and connectors for telephone, data backhaul, primary electric and other similar utilities must be routed underground in conduits large enough to accommodate future collated WCFs. Underground cables and wires must transition directly into the pole base.

All cable, wires and connectors between the underground conduits and the antennas and other accessory equipment shall be routed through and concealed from view within A) internal risers or conduits if on a composite or similar pole; or B) a cable shroud or conduit mounted as flush to the pole as possible if on a pole without internal cable space.

Electric Meters

Applicants shall install a separate above-grade shrouded electric meter.

Street Trees

To preserve existing landscaping in the municipal right-of-way, all work performed in connection with the installation of WCFs shall not cause any street trees to be trimmed, damaged or displaced. If any street trees are damaged or displaced, the applicant shall be responsible, at its sole cost and expense, to plant and maintain replacement trees at the site for the duration of the permit term.

Standard designs for Wireless Communications Facilities [WCFs] located on Streetlights – An applicant proposing to attach to a Streetlight in the public right of way shall utilize one of the other designs specified herein.

a) **Top-mounted design:** All equipment shall be enclosed within a shroud at the top of the pole containing both radio and antenna equipment.

Top-mounted equipment shrouds shall not exceed 5.5 feet from the top of the streetlight pole and shall taper to meet the pole above the mast arm. The diameter of the antenna and shroud shall not exceed 15” at their widest.

b) **Minimal sunshield design:** Radio equipment shall be enclosed within one or two sunshields not exceeding 8 inches wide nor 0.75 cubic feet in volume each, mounted directly to the side of the pole. Sunshields shall be attached at least 12 feet above ground level. To the extent separate antennae are required, antennae shall be placed in a shroud at the top of the pole.

c) **Existing signage:** Radio equipment shall be attached to a pole behind existing signage under the following conditions:

- i. Radio equipment shall be placed within a shroud that does not exceed the dimensions of the sign in height and width, nor 4 inches in depth, including any required mounting bracket.
- ii. In no event shall WCF equipment obscure or interfere with the visibility or functioning of the signage.
- iii. To the extent separate antennae are required, antennae shall be placed in a shroud at the top of the pole.

General standards for all WCFs located on Streetlights

WCF equipment and shrouds

1) Antennae shall be the smallest antennae possible to achieve the coverage objective. Except in the case of top-mounted designs, antennae shall not exceed 3 feet from the top of the streetlight pole and the associated “antenna skirt” shall taper to meet the pole above the mast arm. The diameter of the antenna and shroud shall not exceed 15” at their widest.

2) All shrouds and equipment shall be painted to match Highway Department standards or the existing pole, as applicable.

3) All shrouds and equipment shall be designed without gaps between materials or sky visible between component surfaces.

4) Equipment that cannot propagate an adequate signal within the shrouding required by the standard designs shall be attached to a streetlight pole at a height of 2 feet below the light mast or higher. Each instance of such equipment shall not exceed 0.85 cu. ft. nor shall the total volume of such equipment and any shrouding exceed 2.6 cu. ft. per streetlight pole.

Height

5) Except for top-mounted designs, poles and all attachments will not exceed the height of similar surrounding poles by more than 3 feet. For top-mounted designs, poles and all attachments shall not exceed the height of similar surrounding poles by more than 6 feet.

6) Replacement poles shall conform to City style guidelines. For integrated pole designs, poles shall incorporate decorative elements (e.g. fluting, decorative mast arm and luminaire, etc.) from City standards.

Landscaping

7) Any existing landscaping removed or damaged by installation shall be replaced in kind.

Curb clearances

8) If placed below 16' above ground level, attachments shall not be placed closer than 18" to the curb, nor shall they extend over the sidewalk (Caltrans Highway Design Manual Section 309).

9) WCF node equipment must be at least 3' from a curb cut. Miscellaneous

10) WCF installations shall not require any changes in the City's existing banner marketing program.

11) All cabling shall be routed entirely within the pole or an attached shroud.

12) Safety signage shall be the smallest size possible to accomplish its purpose.

13) Power disconnects shall be placed in a vault near the base of the pole.

14) Except as provided in these standards, no equipment cabinets may be placed at grade.

15) Light mast orientation, height, color temperature and other photometric information shall comply with PWD standards.

Pole location

16) Nodes shall utilize existing streetlight pole locations.

Exhibit 4

Revocable City Property Privilege Application – Small Wireless Facility
[TO BE COMPLETED BY THE CITY]