

## City of Marlborough Public Meeting Posting

Meeting Name: **City Council Public Services Committee**  
Date: **September 8, 2021**  
Time: **7:00 PM**  
Location: **City Council Chamber, 2<sup>nd</sup> Floor, City Hall**

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2021 AUG 31 P 5:14

The Public Services Committee meeting will be held in the City Council Chamber. Public attendance is permitted. The meeting will be televised on WMCT-TV (Comcast Channel 8) or Verizon/Fios Channel 34) or you can view the meeting using the link under the Meeting Videos tab on the city's website, home page ([www.marlborough-ma.gov](http://www.marlborough-ma.gov)).

1) 7-19-21 – Order No.1008355: Application submitted by Daniel D. Klasnick on behalf of Cellco Partnership, d/b/a Verizon Wireless, for Small Cell Wireless installation to be located on existing Pole #7 within public right of way at 123 Boston Post Road West, Pole height 36.75 feet; proposed Antenna height 39.92 feet.

-REFER TO PUBLIC SERVICES

PUBLIC HEARING: AUGUST 23, 2021

2) 7-19-21 – Order No.1008356: Application submitted by Daniel D. Klasnick on behalf of Cellco Partnership, d/b/a Verizon Wireless, for Small Cell Wireless installation to be located on existing Pole #1 within public right of way at 493 Boston Post Road West, Pole on Boundary Street, Pole height 43.0 feet; proposed Antenna height 46.17 feet.

-REFER TO PUBLIC SERVICES

PUBLIC HEARING: AUGUST 23, 2021

3) 7-19-21 – Order No.1008357: Application submitted by Daniel D. Klasnick on behalf of Cellco Partnership, d/b/a Verizon Wireless, for Small Cell Wireless installation to be located on a replacement Pole #22 within public right of way at 11 Atkinson Drive, Pole on Ames Street, Pole height 38.5 feet; proposed Antenna height 41.50 feet.

-REFER TO PUBLIC SERVICES

PUBLIC HEARING: AUGUST 23, 2021

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

**The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.**

**Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.**

**Daniel D. Klasnick**  
*Licensed in Massachusetts, New Hampshire and New York*  
Desk: (781) 873-0021 - Mobile: (774) 249-2814  
dklasnick@dkl-legal.com

May 21, 2021

City Council  
c/o Office of City Clerk  
City of Marlborough  
140 Main Street  
Marlborough, Massachusetts 01752

**Re: Application for Small Cell Wireless Installations**  
**Applicant: Cellco Partnership d/b/a Verizon Wireless**

Dear Honorable City Council:

Cellco Partnership d/b/a Verizon Wireless respectfully requests the grant of the application for the installation of small cell equipment on existing and replacement utility poles located within Marlborough, Massachusetts. The total number of small cell wireless facilities being requested on this application is three (3). I have also included the \$500.00 application fee payable to City of Marlborough.

Representative: Daniel D. Klasnick  
Duval & Klasnick LLC  
P.O. Box 254  
Boxford, MA 01921  
(781) 873-0021  
[dklasnick@dkl-legal.com](mailto:dklasnick@dkl-legal.com)

**UTILITY POLE LOCATIONS**

Site Name	Pole Address	Pole Number	Pole Height	Antenna Height
Marlborough SC30	123 Boston Post Road West	Existing #7	36.75'	39.92'
Marlborough SC33	493 Boston Post Road West (Pole on Boundary Street)	Existing #1	43.0'	46.17'
Marlborough SC 35	11 Atkinson Drive (Pole on Ames Street)	Replaced #22	38.5'	41.50'



## IN CITY COUNCIL

Marlborough, Mass., JULY 19, 2021

### ORDERED:

That there being no objection thereto set **MONDAY AUGUST 23, 2021** as the **DATE FOR PUBLIC HEARING**, on the Petition of Verizon Wireless for the installation of a small cell wireless facility to be located on the existing Pole within the public right of way at 123 Boston Post Road West, Pole #7, be and is herewith referred to the **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 21-1008355

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

**TOLLING AGREEMENT**

2021 AUG 19 A 7:50

This Tolling Agreement is made and entered into this 23rd day of August 2021 ("Effective Date") by and between Cellco Partnership d/b/a Verizon Wireless and the City of Marlborough, Massachusetts.

**RECITALS**

WHEREAS, Cellco Partnership d/b/a Verizon Wireless has filed an application on July 14, 2021 under G.L. c. 166, §22 and Chapter 473, Article III of the City of Marlborough General Code for the location of a small cell wireless antenna and the necessary sustaining and protecting fixtures on an existing utility pole located adjacent to 123 Boston Post Road West, Marlborough, Massachusetts;

WHEREAS, the City has undertaken to schedule the application for review with the Public Services Committee;

WHEREAS, the City and Verizon Wireless working cooperatively are agreeable to allowing additional time to complete the review of the application in an orderly manner;

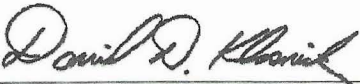
NOW, THEREFORE, the Parties agree as follows:


1. The time period within which the City must issue a written order approving or rejecting the application shall be extended through September 28, 2021 (the "Extension Date").
2. If the City fails to act on the application by the Extension Date, this Agreement shall not be construed to waive or otherwise impair the rights of the parties with respect to: (a) any claim that such failure to act is an "unreasonable delay" under 47 U.S.C. 332(c)(7)(B) or otherwise, and (b) the City to rebut such claims.

IN WITNESS WHEREOF, the Parties hereto have set their hands and caused this Agreement to be effective as of the Effective Date.

**Cellco Partnership d/b/a Verizon Wireless**

**City of Marlborough, Massachusetts**

Signature: 

Signature: 

Print Name: Daniel D. Klasnick

Print Name: Michael H. Oessing

Title: Counsel for Verizon Wireless

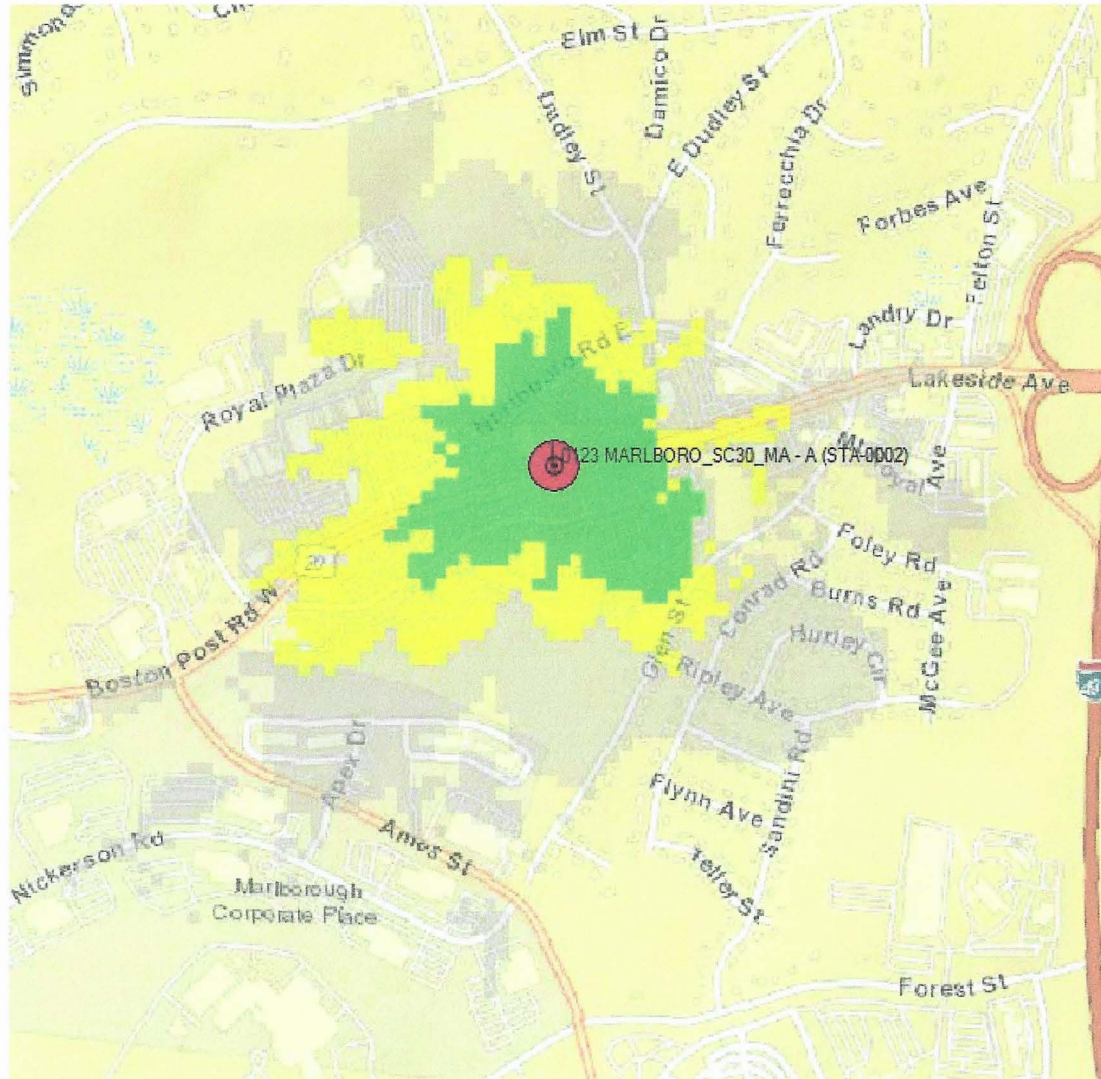
Title: City Council President

Date: August 17, 2021

Date: August 23, 2021

123 Boston Post Rd. West

### Marlborough SC30, MA Proposed Coverage



- 105 = On-Street Coverage
- 95 = In-Vehicle Coverage
- 85 = In-Building Coverage



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

## IN CITY COUNCIL

**ORDERED:**

**Marlborough, Mass.** \_\_\_\_\_

**PAGE 1**

That the City Council for the City of Marlborough, pursuant to M.G.L. c.166, §22 and Chapter 473, Article III of the City of Marlborough General Code entitled "Small Cell Wireless Facilities Within Public Rights-of-Way," does hereby approve the petition of Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") dated July 9, 2021, filed with the City Clerk on July 9, 2021, to grant a location on an existing utility pole located in the layout of State Highway Route 20 (Boston Post Road West) adjacent to 123 Boston Post Road West in Marlborough, which pole is designated as National Grid pole #7, in order for Verizon Wireless to deploy a small cell facility thereon by constructing and maintaining telecommunications wires and appurtenances, including a pole top canister antenna, remote radio heads and associated wires, cables, fiber demarc box, electric meter and associated equipment (the "Small Cell Facility"), all as depicted on plans submitted with Verizon Wireless' petition and in photo simulations submitted to the City Council and Public Services Committee, which plans are attached hereto and incorporated herein; subject, however, to the following conditions, which conditions shall be binding upon Verizon Wireless, its successors and/or assigns:

1. The Small Cell Facility shall be of such material and construction, and all work shall be done in such manner, as to be satisfactory to the City Council and the Engineering Division of the City's Department of Public Works (the "City Engineering Division").
2. Verizon Wireless shall indemnify and hold harmless the City against all damages, injuries, costs, expenses, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, allegedly caused by the acts or neglect of Verizon Wireless, its employees, agents and servants in any manner arising out of the rights and privileges granted herein to Verizon Wireless for its Small Cell Facility.
3. Verizon Wireless shall comply with the requirements of existing City ordinances, including but not limited to Chapter 473, Article III, entitled "Small Cell Wireless Facilities Within Public Rights-of-Way," as may be applicable, and such requirements as may hereafter be adopted governing the construction and maintenance of the Small Cell Facility.
4. Verizon Wireless shall not install its Small Cell Facility on double poles. If National Grid pole #7 becomes a double pole in the future, Verizon Wireless shall remove its Small Cell Facility to a single pole as expeditiously as possible within the guidelines then prescribed by National Grid, but in any event no later than December 31st of the year in which National Grid pole #7 becomes a double pole; provided, however, that if Verizon Wireless is unable to comply with the December 31st deadline for reasons fairly attributable to National Grid, Verizon Wireless shall submit to the City Council a letter, to be received by the City Council prior to such deadline, requesting that the Council extend the deadline to a specified date in the subsequent year and providing good cause in support of such request.

## IN CITY COUNCIL

**ORDERED:**

**Marlborough, Mass.** \_\_\_\_\_

**PAGE 2**

5. All cutting of and/or digging into City streets and/or sidewalks by or on behalf of Verizon Wireless in conjunction with its Small Cell Facility is prohibited, as is all underground installation associated with the Small Cell Facility; provided, however, that the grounding rod proposed to be installed as part of the Small Cell Facility is permitted as long as 1) Verizon Wireless installs the rod immediately adjacent to National Grid pole #7 so as to cause minimal disturbance to the surface of the street or sidewalk, and 2) Verizon Wireless restores the street or sidewalk surface to its pre-disturbance condition to the satisfaction of the City Engineering Division.
6. The Small Cell Facility shall be color-coordinated so as to best minimize the visual impact of the Facility.
7. The Small Cell Facility's remote radio heads and associated wires, cables, fiber demarc box, electric meter and associated equipment shall be mounted on the side of National Grid pole #7 facing away from the roadway.
8. Any future modification of the Small Cell Facility by Verizon Wireless shall require further City Council Approval.
9. Any future road reconstruction or repair project by the City and/or the Commonwealth requiring the relocation of National Grid pole #7 shall result in Verizon Wireless moving their Small Cell Facility to another pole in a timely fashion after having been notified by the City Engineering Division about the road project; provided, however, that any such relocation shall require further City Council approval.
10. Prior to the commencement of construction and/or installation of the Small Cell Facility, Verizon Wireless shall provide the City Engineering Division with a written construction and/or installation schedule satisfactory to the Division.
11. Prior to the commencement of construction and/or installation of the Small Cell Facility, Verizon Wireless shall provide the City's Chief Procurement Officer (the "City CPO") with a bond from a surety authorized to do business in Massachusetts and satisfactory to the City CPO in an amount equal to the cost of removal of the Small Cell Facility from National Grid pole #7 and for the repair and/or restoration of the public way, in the vicinity of National Grid pole #7, to the condition the public way was in as of the date of this order, said amount to be determined by the City Engineering Division. The amount of the bond shall be the total of the estimate by the Division plus an annual increase of 3% for the operating life of the Small Cell Facility. Verizon Wireless shall notify the City CPO and the Division of any cancellation of, or change in the terms or conditions in, the bond.

**IN CITY COUNCIL**

**ORDERED:**

**Marlborough, Mass.** \_\_\_\_\_

**PAGE 3**

12. Each year on July 1st, Verizon Wireless shall submit an affidavit that the Small Cell Facility remains in use and that the Small Cell Facility remains covered by liability insurance naming the City as an additional insured.
13. Each year on July 1st, Verizon Wireless shall pay to the City of Marlborough an annual recertification fee of \$250.00 for each year that the Small Cell Facility remains in use.
14. If the Small Cell Facility is no longer in use, it shall be removed by Verizon Wireless, at its expense, within 60 days. If the Small Cell Facility is not removed by Verizon Wireless within 60 days of it no longer being in use, Verizon Wireless shall pay a fine of \$100.00 per day until such installation is removed by Verizon Wireless.
15. Failure by Verizon Wireless to comply with any of the above conditions to the satisfaction of the City Council or, as applicable, the City Engineering Division or the City CPO shall result in the City Council's review of Verizon Wireless' petition granted herein.

Be and is herewith APPROVED.

ADOPTED  
In City Council  
Order No.





# IN CITY COUNCIL

Marlborough, Mass., JULY 19, 2021

## ORDERED:

That there being no objection thereto set **MONDAY AUGUST 23, 2021** as the **DATE FOR PUBLIC HEARING**, on the Petition of Verizon Wireless for the installation of a small cell wireless facility to be located on the existing Pole withing the public right of way at 493 Boston Post Road West, Pole #1, be and is herewith referred to the **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 21-1008356

RECEIVED  
CITY OF MARLBOROUGH OFFICE  
CITY OF MARLBOROUGH

TOLLING AGREEMENT

2021 AUG 19 A 7:50

This Tolling Agreement is made and entered into this 23rd day of August 2021 ("Effective Date") by and between Cellco Partnership d/b/a Verizon Wireless and the City of Marlborough, Massachusetts.

RECITALS

WHEREAS, Cellco Partnership d/b/a Verizon Wireless has filed an application on July 14, 2021 under G.L. c. 166, §22 and Chapter 473, Article III of the City of Marlborough General Code for the location of a small cell wireless antenna and the necessary sustaining and protecting fixtures on an existing utility pole located adjacent to 493 Boston Post Road West (Pole on Boundary Street), Marlborough, Massachusetts;

WHEREAS, the City has undertaken to schedule the application for review with the Public Services Committee;

WHEREAS, the City and Verizon Wireless working cooperatively are agreeable to allowing additional time to complete the review of the application in an orderly manner;

NOW, THEREFORE, the Parties agree as follows:


1. The time period within which the City must issue a written order approving or rejecting the application shall be extended through September 28, 2021 (the "Extension Date").
2. If the City fails to act on the application by the Extension Date, this Agreement shall not be construed to waive or otherwise impair the rights of the parties with respect to: (a) any claim that such failure to act is an "unreasonable delay" under 47 U.S.C. 332(c)(7)(B) or otherwise, and (b) the City to rebut such claims.

IN WITNESS WHEREOF, the Parties hereto have set their hands and caused this Agreement to be effective as of the Effective Date.

Cellco Partnership d/b/a Verizon Wireless

City of Marlborough, Massachusetts

Signature: 

Signature: 

Print Name: Daniel D. Klasnick

Print Name: Michael H. Ossing

Title: Counsel for Verizon Wireless

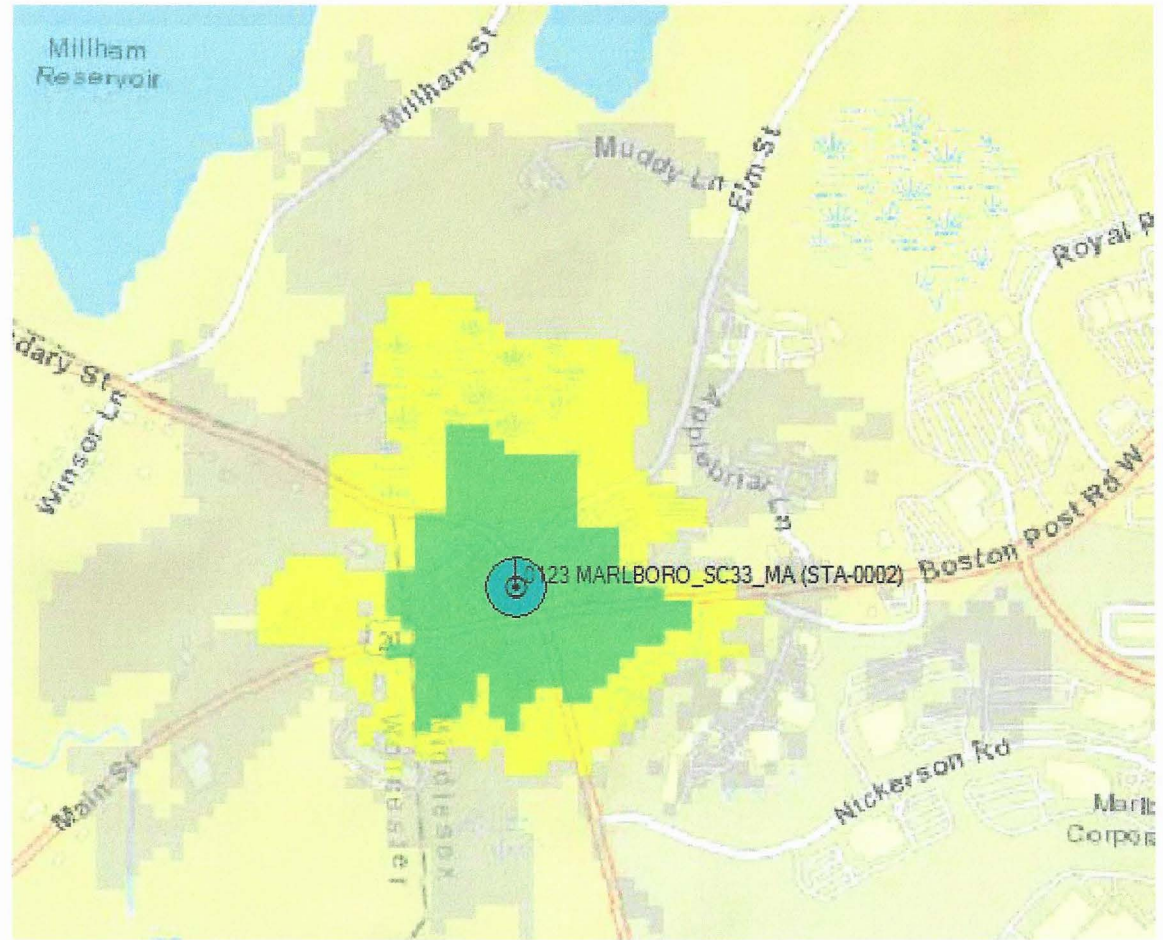
Title: City Council President

Date: August 17, 2021

Date: August 23, 2021

493 Boston Post Rd. West  
(Pole on Boundary St.)

### Marlborough SC33, MA Proposed Coverage



- 105 = On-Street Coverage
- 95 = In-Vehicle Coverage
- 85 = In-Building Coverage



## IN CITY COUNCIL

**ORDERED:**

**Marlborough, Mass.** \_\_\_\_\_

**PAGE 1**

That the City Council for the City of Marlborough, pursuant to M.G.L. c.166, §22 and Chapter 473, Article III of the City of Marlborough General Code entitled "Small Cell Wireless Facilities Within Public Rights-of-Way," does hereby approve the petition of Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") dated July 9, 2021, filed with the City Clerk on July 9, 2021, to grant a location on an existing utility pole located in the layout of City Right of Way Boundary Street adjacent to 493 Boston Post Road West in Marlborough, which pole is designated as National Grid pole #1, in order for Verizon Wireless to deploy a small cell facility thereon by constructing and maintaining telecommunications wires and appurtenances, including a pole top canister antenna, remote radio heads and associated wires, cables, fiber demarc box, electric meter and associated equipment (the "Small Cell Facility"), all as depicted on plans submitted with Verizon Wireless' petition and in photo simulations submitted to the City Council and Public Services Committee, which plans are attached hereto and incorporated herein; subject, however, to the following conditions, which conditions shall be binding upon Verizon Wireless, its successors and/or assigns:

1. The Small Cell Facility shall be of such material and construction, and all work shall be done in such manner, as to be satisfactory to the City Council and the Engineering Division of the City's Department of Public Works (the "City Engineering Division").
2. Verizon Wireless shall indemnify and hold harmless the City against all damages, injuries, costs, expenses, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, allegedly caused by the acts or neglect of Verizon Wireless, its employees, agents and servants in any manner arising out of the rights and privileges granted herein to Verizon Wireless for its Small Cell Facility.
3. Verizon Wireless shall comply with the requirements of existing City ordinances, including but not limited to Chapter 473, Article III, entitled "Small Cell Wireless Facilities Within Public Rights-of-Way," as may be applicable, and such requirements as may hereafter be adopted governing the construction and maintenance of the Small Cell Facility.
4. Verizon Wireless shall not install its Small Cell Facility on double poles. If National Grid pole #1 becomes a double pole in the future, Verizon Wireless shall remove its Small Cell Facility to a single pole as expeditiously as possible within the guidelines then prescribed by National Grid, but in any event no later than December 31st of the year in which National Grid pole #1 becomes a double pole; provided, however, that if Verizon Wireless is unable to comply with the December 31st deadline for reasons fairly attributable to National Grid, Verizon Wireless shall submit to the City Council a letter, to be received by the City Council prior to such deadline, requesting that the Council extend the deadline to a specified date in the subsequent year and providing good cause in support of such request.

## IN CITY COUNCIL

**ORDERED:**

**Marlborough, Mass.**

**PAGE 2**

5. All cutting of and/or digging into City streets and/or sidewalks by or on behalf of Verizon Wireless in conjunction with its Small Cell Facility is prohibited, as is all underground installation associated with the Small Cell Facility; provided, however, that the grounding rod proposed to be installed as part of the Small Cell Facility is permitted as long as 1) Verizon Wireless installs the rod immediately adjacent to National Grid pole #1 so as to cause minimal disturbance to the surface of the street or sidewalk, and 2) Verizon Wireless restores the street or sidewalk surface to its pre-disturbance condition to the satisfaction of the City Engineering Division.
6. The Small Cell Facility shall be color-coordinated so as to best minimize the visual impact of the Facility.
7. The Small Cell Facility's remote radio heads and associated wires, cables, fiber demarc box, electric meter and associated equipment shall be mounted on the side of National Grid pole #1 facing away from the roadway.
8. Any future modification of the Small Cell Facility by Verizon Wireless shall require further City Council Approval.
9. Any future road reconstruction or repair project by the City and/or the Commonwealth requiring the relocation of National Grid pole #1 shall result in Verizon Wireless moving their Small Cell Facility to another pole in a timely fashion after having been notified by the City Engineering Division about the road project; provided, however, that any such relocation shall require further City Council approval.
10. Prior to the commencement of construction and/or installation of the Small Cell Facility, Verizon Wireless shall provide the City Engineering Division with a written construction and/or installation schedule satisfactory to the Division.
11. Prior to the commencement of construction and/or installation of the Small Cell Facility, Verizon Wireless shall provide the City's Chief Procurement Officer (the "City CPO") with a bond from a surety authorized to do business in Massachusetts and satisfactory to the City CPO in an amount equal to the cost of removal of the Small Cell Facility from National Grid pole #1 and for the repair and/or restoration of the public way, in the vicinity of National Grid pole #1, to the condition the public way was in as of the date of this order, said amount to be determined by the City Engineering Division. The amount of the bond shall be the total of the estimate by the Division plus an annual increase of 3% for the operating life of the Small Cell Facility. Verizon Wireless shall notify the City CPO and the Division of any cancellation of, or change in the terms or conditions in, the bond.

**IN CITY COUNCIL**

**ORDERED:**

**Marlborough, Mass.** \_\_\_\_\_

**PAGE 3**

12. Each year on July 1st, Verizon Wireless shall submit an affidavit that the Small Cell Facility remains in use and that the Small Cell Facility remains covered by liability insurance naming the City as an additional insured.
13. Each year on July 1st, Verizon Wireless shall pay to the City of Marlborough an annual recertification fee of \$250.00 for each year that the Small Cell Facility remains in use.
14. If the Small Cell Facility is no longer in use, it shall be removed by Verizon Wireless, at its expense, within 60 days. If the Small Cell Facility is not removed by Verizon Wireless within 60 days of it no longer being in use, Verizon Wireless shall pay a fine of \$100.00 per day until such installation is removed by Verizon Wireless.
15. Failure by Verizon Wireless to comply with any of the above conditions to the satisfaction of the City Council or, as applicable, the City Engineering Division or the City CPO shall result in the City Council's review of Verizon Wireless' petition granted herein.

Be and is herewith APPROVED.

ADOPTED  
In City Council  
Order No.



## IN CITY COUNCIL

Marlborough, Mass., JULY 19, 2021

### ORDERED:

That there being no objection thereto set **MONDAY AUGUST 23, 2021** as the **DATE FOR PUBLIC HEARING**, on the Petition of Verizon Wireless for the installation of a small cell wireless facility to be located on the existing Pole withing the public right of way at 11 Atkinson Drive, Pole #22 (Pole located on Ames Street), be and is herewith referred to the **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 21-1008357

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

**TOLLING AGREEMENT**

2021 AUG 19 A 7:50

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**RECITALS**

WHEREAS, Cellco Partnership d/b/a Verizon Wireless has filed an application on July 14, 2021 under G.L. c. 166, §22 and Chapter 473, Article III of the City of Marlborough General Code for the location of a small cell wireless antenna and the necessary sustaining and protecting fixtures on a replaced utility pole located adjacent to 11 Atkinson Drive (Pole on Ames Street), Marlborough, Massachusetts;

WHEREAS, the City has undertaken to schedule the application for review with the Public Services Committee;

WHEREAS, the City and Verizon Wireless working cooperatively are agreeable to allowing additional time to complete the review of the application in an orderly manner;

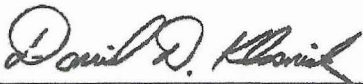
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IN WITNESS WHEREOF, the Parties hereto have set their hands and caused this Agreement to be effective as of the Effective Date.

Cellco Partnership d/b/a Verizon Wireless

City of Marlborough, Massachusetts

Signature: 

Signature: 

Print Name: Daniel D. Klasnick

Print Name: Michael H. Ossing

Title: Counsel for Verizon Wireless

Title: City Council President

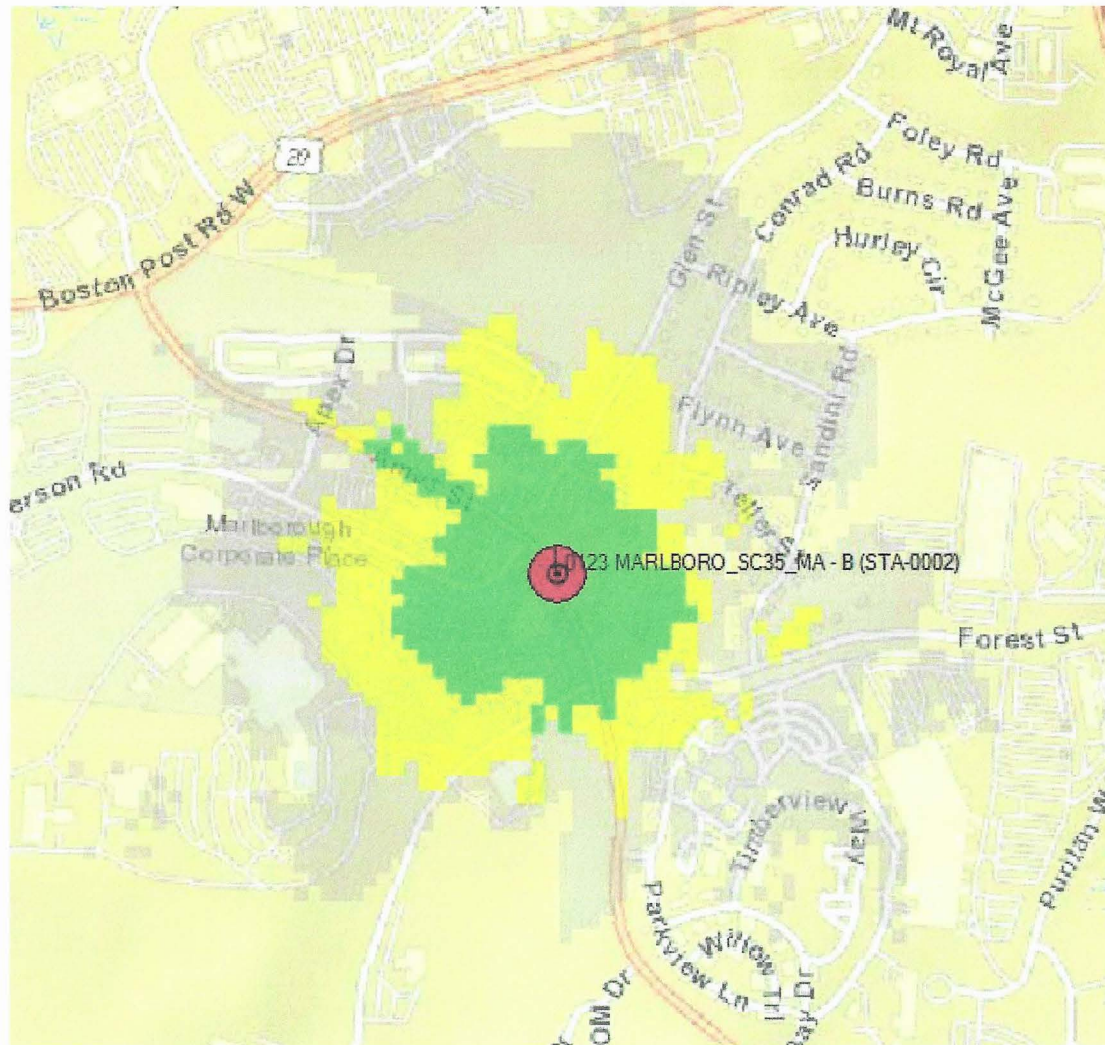
Date: August 17, 2021

Date: August 23, 2021



11 At Kinson Drive  
(Pole on Ames St)

### Marlborough SC35, MA Proposed Coverage



- 105 = On-Street Coverage
- 95 = In-Vehicle Coverage
- 85 = In-Building Coverage



## IN CITY COUNCIL

**ORDERED:**

**Marlborough, Mass.** \_\_\_\_\_

**PAGE 1**

That the City Council for the City of Marlborough, pursuant to M.G.L. c.166, §22 and Chapter 473, Article III of the City of Marlborough General Code entitled "Small Cell Wireless Facilities Within Public Rights-of-Way," does hereby approve the petition of Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") dated July 9, 2021, filed with the City Clerk on July 9, 2021, to grant a location on a replacement utility pole located in the layout of City Right of Way Ames Street adjacent to 11 Atkinson Drive in Marlborough, which pole is designated as National Grid pole #22, in order for Verizon Wireless to deploy a small cell facility thereon by constructing and maintaining telecommunications wires and appurtenances, including a pole top canister antenna, remote radio heads and associated wires, cables, fiber demarc box, electric meter and associated equipment (the "Small Cell Facility"), all as depicted on plans submitted with Verizon Wireless' petition and in photo simulations submitted to the City Council and Public Services Committee, which plans are attached hereto and incorporated herein; subject, however, to the following conditions, which conditions shall be binding upon Verizon Wireless, its successors and/or assigns:

1. The Small Cell Facility shall be of such material and construction, and all work shall be done in such manner, as to be satisfactory to the City Council and the Engineering Division of the City's Department of Public Works (the "City Engineering Division").
2. Verizon Wireless shall indemnify and hold harmless the City against all damages, injuries, costs, expenses, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, allegedly caused by the acts or neglect of Verizon Wireless, its employees, agents and servants in any manner arising out of the rights and privileges granted herein to Verizon Wireless for its Small Cell Facility.
3. Verizon Wireless shall comply with the requirements of existing City ordinances, including but not limited to Chapter 473, Article III, entitled "Small Cell Wireless Facilities Within Public Rights-of-Way," as may be applicable, and such requirements as may hereafter be adopted governing the construction and maintenance of the Small Cell Facility.
4. Verizon Wireless shall not install its Small Cell Facility on double poles. If National Grid pole #22 becomes a double pole in the future, Verizon Wireless shall remove its Small Cell Facility to a single pole as expeditiously as possible within the guidelines then prescribed by National Grid, but in any event no later than December 31st of the year in which National Grid pole #22 becomes a double pole; provided, however, that if Verizon Wireless is unable to comply with the December 31st deadline for reasons fairly attributable to National Grid, Verizon Wireless shall submit to the City Council a letter, to be received by the City Council prior to such deadline, requesting that the Council extend the deadline to a specified date in the subsequent year and providing good cause in support of such request.

## IN CITY COUNCIL

**ORDERED:**

**Marlborough, Mass.**

**PAGE 2**

5. All cutting of and/or digging into City streets and/or sidewalks by or on behalf of Verizon Wireless in conjunction with its Small Cell Facility is prohibited, as is all underground installation associated with the Small Cell Facility; provided, however, that the grounding rod proposed to be installed as part of the Small Cell Facility is permitted as long as 1) Verizon Wireless installs the rod immediately adjacent to National Grid pole #22 so as to cause minimal disturbance to the surface of the street or sidewalk, and 2) Verizon Wireless restores the street or sidewalk surface to its pre-disturbance condition to the satisfaction of the City Engineering Division.
6. The Small Cell Facility shall be color-coordinated so as to best minimize the visual impact of the Facility.
7. The Small Cell Facility's remote radio heads and associated wires, cables, fiber demarc box, electric meter and associated equipment shall be mounted on the side of National Grid pole #22 facing away from the roadway.
8. Any future modification of the Small Cell Facility by Verizon Wireless shall require further City Council Approval.
9. Any future road reconstruction or repair project by the City and/or the Commonwealth requiring the relocation of National Grid pole #22 shall result in Verizon Wireless moving their Small Cell Facility to another pole in a timely fashion after having been notified by the City Engineering Division about the road project; provided, however, that any such relocation shall require further City Council approval.
10. Prior to the commencement of construction and/or installation of the Small Cell Facility, Verizon Wireless shall provide the City Engineering Division with a written construction and/or installation schedule satisfactory to the Division.
11. Prior to the commencement of construction and/or installation of the Small Cell Facility, Verizon Wireless shall provide the City's Chief Procurement Officer (the "City CPO") with a bond from a surety authorized to do business in Massachusetts and satisfactory to the City CPO in an amount equal to the cost of removal of the Small Cell Facility from National Grid pole #22 and for the repair and/or restoration of the public way, in the vicinity of National Grid pole #22, to the condition the public way was in as of the date of this order, said amount to be determined by the City Engineering Division. The amount of the bond shall be the total of the estimate by the Division plus an annual increase of 3% for the operating life of the Small Cell Facility. Verizon Wireless shall notify the City CPO and the Division of any cancellation of, or change in the terms or conditions in, the bond.

**IN CITY COUNCIL**

**ORDERED:**

**Marlborough, Mass.** \_\_\_\_\_

**PAGE 3**

12. Each year on July 1st, Verizon Wireless shall submit an affidavit that the Small Cell Facility remains in use and that the Small Cell Facility remains covered by liability insurance naming the City as an additional insured.
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14. If the Small Cell Facility is no longer in use, it shall be removed by Verizon Wireless, at its expense, within 60 days. If the Small Cell Facility is not removed by Verizon Wireless within 60 days of it no longer being in use, Verizon Wireless shall pay a fine of \$100.00 per day until such installation is removed by Verizon Wireless.
15. Failure by Verizon Wireless to comply with any of the above conditions to the satisfaction of the City Council or, as applicable, the City Engineering Division or the City CPO shall result in the City Council's review of Verizon Wireless' petition granted herein.

Be and is herewith APPROVED.

ADOPTED  
In City Council  
Order No.