



CITY OF FAIRFAX, VIRGINIA
FAIRFAX CITY HALL, DEPARTMENT OF PUBLIC WORKS
ROOM 200, 10455 ARMSTRONG STREET
FAIRFAX, VA 22030
(703) 385-7875

RIGHTS-OF-WAY LICENSE AGREEMENT APPLICATION SUBMISSION PACKAGE FOR WIRELESS SMALL-CELL SERVICE DELIVERY VIA EXISTING JOINT-USE POLES

Enclosed are the submission instructions and forms required to enter into a license agreement that is the prerequisite to requesting placement of wireless, small-cell facilities on existing utility poles in a “joint-use” manner within the Rights-Of-Way (ROW) within the boundaries of the City of Fairfax.

PLEASE REVIEW THE ENTIRE PACKAGE PRIOR TO CONTACTING THE CITY, OR MAKING ANY SUBMISSIONS. *After reviewing the materials, the initial step is to complete the “INTENT-TO-SUBMIT” form provided in SECTION 8.*

COMPLETED “INTENT-TO-SUBMIT” FORMS MUST BE SUBMITTED TO:

- **IN PERSON:** DEPARTMENT OF PUBLIC WORKS, 10455 ARMSTRONG STREET, ROOM 200A, FAIRFAX, VA 22030 OR **VIA EMAIL:** ROW-License@fairfaxva.gov

COMPLETED SUBMISSION PACKAGES MUST BE DELIVERED TO:

- **IN PERSON:** DEPARTMENT OF PUBLIC WORKS, 10455 ARMSTRONG STREET, ROOM 200A, FAIRFAX, VA 22030 OR **VIA EMAIL:** ROW-License@fairfaxva.gov

ALL SUBMITTED MATERIALS AND INFORMATION WILL BE CONSIDERED “NON-CONFIDENTIAL” WITH RESPECT TO INFORMATION CONTENT AND HANDLING PROCESSES, REGARDLESS OF ANY WRITTEN INDICATIONS SHOWN ON THE MATERIALS.

CITY OF FAIRFAX, VIRGINIA
Department of Public Works

David Summers
David.Summers@fairfaxva.gov
Director

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PART ONE: SUBMISSION REQUIREMENTS AND THE APPROVAL PROCESS

1. BACKGROUND AND PROCESS SUMMARY

The City of Fairfax currently maintains active franchise and license agreements with both regulated and unregulated utility companies within the borders of the City proper. Franchise agreements are in-place with the regulated, incumbent companies that currently or formerly maintained monopolistic service delivery positions in the marketplace. This required deployment of distribution infrastructure in the City's rights-of-way (ROW) to enable delivery to all properties in the community for electric, gas, water, sewer, and communication services. The majority of the overhead utility pole and cable infrastructure in-place today was originally deployed, and is currently maintained, in the ROW under a regulated, monopolistic environment governed by franchise agreements.

The competitive environment for communication services over the recent past has created the request for multiple service providers (both regulated and unregulated) to place cables and equipment within the City's ROW. These companies have negotiated license agreements and solicited City Council approval to do so on a case-by-case basis given the limited number of cases. The emerging demand for new, technology-driven services in certain utility sectors is once again stimulating requests for the placement of cables and equipment in the ROW.

The City is formalizing the process for non-franchisee entities seeking authorization to place their cables and equipment in the ROW. ***Companies must have an approved and active franchise or license agreement before being allowed to seek construction permits to work in the ROW under the terms of those existing agreements.*** First-time applicants will be required to submit an overall scope of work description, site-specific plan packages, and execute a formal ROW license agreement with the City. This complete package will then be presented to the City Council for approval. Renewal or expansion of the approved scope of work of an existing licensee agreement will be subject to an amended ROW license application submission that identifies new implementation sites by adding them to an "approved site list". This then enables the construction ROW Work Permit process to flow for all submitted and approved work sites.

This application package specifically addresses only "joint-use" submissions for wireless, small-cell implementations that will utilize existing Dominion Energy or Verizon Communication utility poles that reside in the City's rights-of-way under existing franchise agreements with both parties.

Submission of an "Intent-to-Submit" form, followed by a completed new license application package or site amendment submission package, will initiate a review dialog with the applicant firm to acknowledge receipt of the package and confirm points of contact. The details of the application process flow and information submission requirements are covered in subsequent sections of this document. In brief, once the completed application is reviewed internally and confirmed complete by the City Staff, a review session will be scheduled with the applicant. This meeting will entail a design review of the submitted site drawings, status of the review of the City License Agreement, and, for new ROW license applications, the steps required prior to presentation of the completed ROW license package to the City Council for review and approval. Council approval will allow for execution of the ROW license agreement for the submitted deployment scope. The executed license, accompanied by the design scope details and approved site implementation list, all contained in this application submission package, will allow for the issuance of subsequent ROW Work Permits.

2. APPLICATION SUBMISSION RESPONSE COMPONENTS

A completed submission package will consist of the following items:

- a) Application Type Declaration (New/Amendment)
- b) Licensee Company “Intent-to-Submit” Information Form
- c) Requested Deployment Definition and Scope
- d) Technical and Construction details
- e) Individual Site Design Package for each future work location that will require ROW Work Permits
- f) ROW License Agreement comments (for new ROW license applications)

3. QUESTIONS AND CORRESPONDENCE

All questions relating to this license application shall be submitted via email to **Ms. Ann De La Torre** in the Public Work Department, at ann.delatorre@fairfaxva.gov. For a question to be answered promptly, the subject line of the e-mail must state the following: **ROW Application License Questions**. Questions should be succinct and must include the Applicant’s name, title, company name, company address, and telephone number.

PART TWO: APPLICATION COMPONENTS DESCRIPTION

1. APPLICATION TYPE DECLARATION (NEW/AMENDMENT)

An Applicant that DOES NOT have an existing ROW License Agreement with the City will check the box as a NEW APPLICANT on the “INTENT-TO-SUBMIT” FORM described below. An existing Licensee wanting to place equipment in the ROW at a location not currently covered by an approved License Agreement Package will submit for a LICENSE AMENDMENT on the “INTENT-TO-SUBMIT” FORM.

2. LICENSEE APPLICANT “INTENT-TO-SUBMIT” INFORMATION FORM

This form (See SECTION 8) must be submitted by the Applicant (or their authorized representative) in advance of the actual submission. This makes the City Staff aware of the intent of the existing or new Licensee, and initiates the City’s workflow and scheduling for the review and approval process.

3. DEPLOYMENT DEFINITION AND SCOPE

The City recognizes the expanding scope associated with the delivery and management of public and private utility services, most notably in the area of communication services. This will drive the need for more equipment and connectivity facilities to be placed in or adjacent to the public rights-of-way (ROW). A critical component of the ROW License Application Submission is a city-wide map showing where the Applicant plans to deploy equipment within the ROW boundary of the City. The City will work with the Applicant to utilize the deployment site GIS maps and site reference data provided to enter the corresponding work-sites into the City’s GIS mapping system for ongoing ROW management planning functions.

4. TECHNICAL AND CONSTRUCTION DETAILS

SECTION 7 of this Application Submission Package provides a detailed checklist for the information that will be looked for as part of the “submission complete” notification step, leading into the review and approval process.

5. SITE-SPECIFIC DESIGN SUBMITTAL FOR EXISTING-POLE, JOINT-USE INSTALLATIONS

This form (See SECTION 8) must be completed and be the first sheet for each JOINT-USE worksite submitted for review and approval. This cover sheet provides a uniform information input for City Staff tracking. Behind this cover sheet will follow all the TECHNICAL AND CONSTRUCTION DETAILS described above in item 4.

6. ROW LICENSE AGREEMENT COMMENTS

The APPROVED ROW LICENSE AGREEMENT PACKAGE will consist of two components:

- A) The approved technical and design information for each of the submitted work locations.
(Future ROW Construction Permits will be reviewed and approved ONLY for these approved sites.)

- B) The executed Existing Utility Pole, Joint-Use ROW License Agreement between the City of Fairfax and the Licensee.

SECTION 9 of this application package contains a copy of the City’s Wireless, Small-Cell, Joint-Use Pole ROW License Agreement for the Applicant’s review and comment. The license agreement approval process will transpire in parallel with the site design review process.

**PART THREE:
ROW LICENSE APPROVAL PROCESS FLOW**

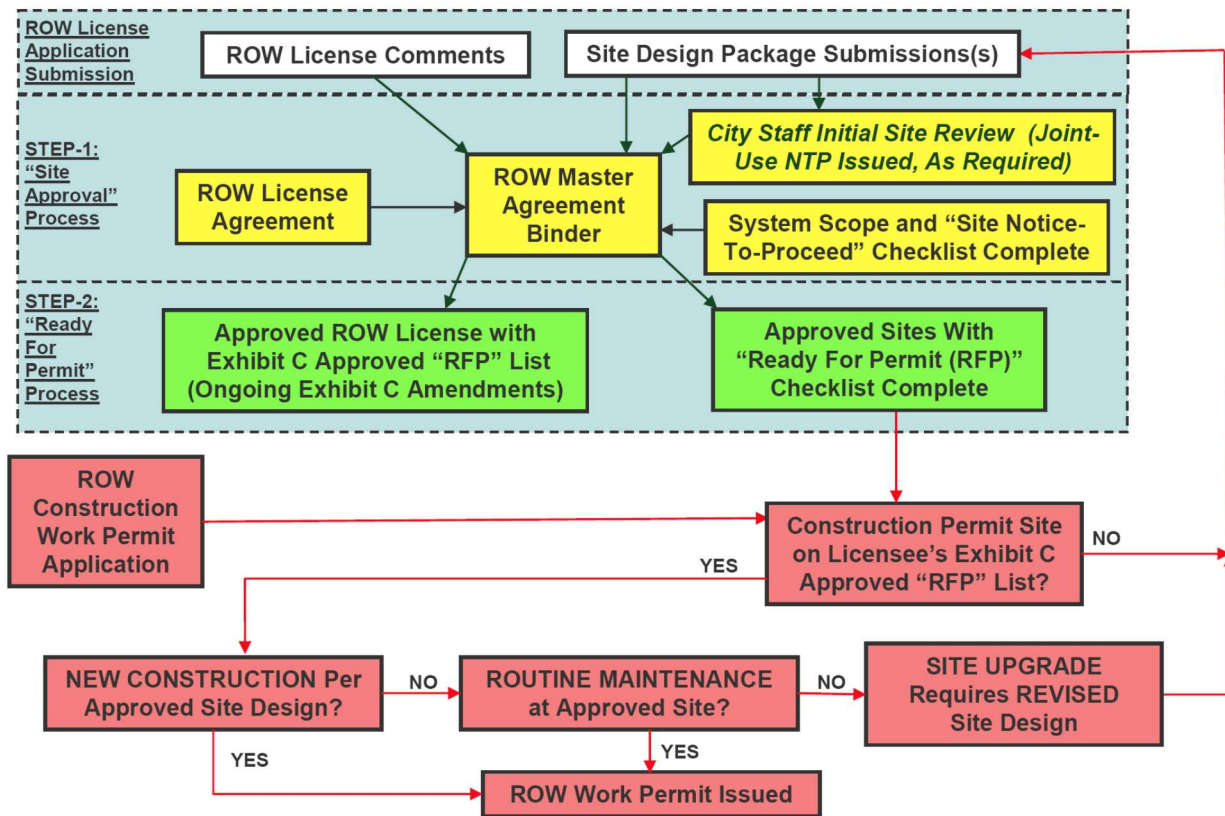
STEP 1: SITE APPROVAL/POLE OWNER NOTICE-TO-PROCEED (NTP) LETTER

1. POTENTIAL APPLICANT DOWNLOADS APPLICATION PACKAGE FROM CITY WEBSITE
2. APPLICANT SUBMITS "INTENT TO SUBMIT" FORM PROVIDING INITIAL INFORMATION
3. CITY ACKNOWLEDGES RECEIPT OF "INTENT" FORM AND RESPONDS TO REQUESTED APPLICATION SUBMISSION DATE REQUESTED BY APPLICANT
4. APPLICATION PACKAGE SUBMITTED TO CITY ON STATED SUBMISSION DATE
5. CITY ACKNOWLEDGEMENT VIA EMAIL OF RECEIPT OF APPLICATION SUBMISSION PACKAGE
6. CITY REVIEW OF APPLICATION PACKAGE FOR COMPLETENESS (TIMING DEPENDENT ON SUBMISSION SIZE AND SCOPE)
7. CITY RESPONSE TO APPLICANT IF APPLICATION OMISSIONS IDENTIFIED (BACK TO STEP 4.)
8. CITY FORMAL ACKNOWLEDGEMENT OF COMPLETE SUBMISSION
9. CITY COMMENTS TO APPLICANT (TIMING DEPENDENT ON SUBMISSION SIZE AND SCOPE)
10. REVIEW SESSION SCHEDULED TO DISCUSS CITY COMMENTS AND APPLICATION STATUS
11. FOR JOINT-USE POLE SITES MEETING STEP-1 COMPLETION CRITERIA, CITY ISSUES "NOTICE-TO-PROCEED" LETTER TO JOINT-USE POLE OWNER

STEP 2: SITE READY-FOR-PERMIT (RFP) APPROVAL

12. LICENSE AGREEMENT NEGOTIATED BY BOTH PARTIES
13. CITY-WIDE LOCATION SUMMARY MAP AND SITE DESIGN SUBMISSIONS MEETING STEP-2 COMPLETION CRITERIA APPROVED BY CITY STAFF
14. COMPLETED ROW LICENSE APPLICATION PACKAGE PRESENTED TO TOWN COUNCIL FOR REVIEW AND APPROVAL
15. ROW LICENSE AGREEMENT EXECUTED BY BOTH PARTIES
16. ROW LICENSE MASTER AGREEMENT BINDER APPROVED FOR ROW CONSTRUCTION "READY-FOR-PERMIT" ISSUANCE

PART FOUR:
ROW WORK PERMIT APPROVAL FOR EXISTING JOINT-USE UTILITY POLES
2-STEP SUBMISSION PROCESS FLOWCHART



Process Flow Color Legend

- WHITE:** These process boxes represent the ROW application components submitted by the Applicant as part of the initial (and amendment) review and approval processes.
- YELLOW:** These are the resulting components of the STEP-1 “Site Notice-To-Proceed (NTP)” process. The resulting “ROW Master Agreement Binder” will consist of the negotiated license agreement approved by the City Council and the list of sites that have satisfied the “Site NTP Granted” checklist review process. Exhibit C of the License Agreement will always reflect this NTP list.
- GREEN:** These components are the result of the STEP-2 “Ready For Permit (RFP)” review process. This is the same “ROW Master Agreement Binder” from STEP-1 revised to now show those site designs that have been reviewed in greater detail and satisfy all the “RFP” design information checklist line items. Exhibit C of the License Agreement will also provide this RFP list.
- RED:** These process boxes represent the ROW Construction Permit Application and Approval process flow for the ROW worksites shown on the “Ready For Permit” checklist complete list contained in the ROW Master Agreement Binder as Exhibit C. ROW Permit Applications must reference the APPROVED ROW License Agreement Number and the Site ID Number. The scope of work specified on the permit will then be verified against the approved site design prior to ROW Permit approval. Any ROW Permit Application submitted for a site that is NOT on the “RFP” list in Exhibit C, must go through the License Amendment process. (See SECTION 2, Item 1.)

PART FIVE: ZONING/PLACEMENT AND POLE ATTACHMENT REQUIREMENTS

The City's first choice for new utility facilities in the ROW is to have them placed underground. For wireless, small-cell antennae and associated equipment attached to existing, joint-use utility poles, submissions will be evaluated according to the following guidance:

- **Industrial Zoning** – Attachment to existing utility poles permissible with site design approvals.
- **Residential/Commercial Zoning** – No new poles. Existing joint-use utility poles permissible following strict pole height impact requirements, required make-ready work, and equipment attachments detailed in site design application.
- **Historic District** – No new utility poles. Existing joint-use utility poles permissible following strict pole height impact requirements, required make-ready work, and equipment attachments detailed in site design application.

Exceptions will follow strict administrative guidelines and may be submitted for Council approval when dictated by extraordinary circumstances.

**PART SIX:
SUBMISSION FORMAT AND DELIVERY REQUIREMENTS**

A. Instruction for Application Package Submission:

1. The Joint-Use ROW License Application Package must be submitted in hard copy, with the fully executed copy of the Applicant "Intent-to-Submit" Information Form being the first page in the first section of the overall document. Applicant shall also submit four (4) additional copies which may be photocopies of the original, five (5) copies total. In addition, the Applicant must submit one (1) exact electronic copy of the application package on a Compact Disc (CD) or Universal Serial Bus (USB) flash drive. Electronic files must be in MS Word or Adobe Acrobat format. The completed package shall be submitted by hand in a sealed envelope to:

**City of Fairfax, Virginia
Public Works Department
10455 Armstrong Street
City Hall Annex, Room 200
Fairfax, Virginia 22030**

2. The Applicant's narrative responses shall address the information requested. The format shall be limited to the page size of 8 ½"x11", single space and type size shall not be less than 10-point font for each response item. If a form is provided, please respond following the format of the form. Use multiple forms if necessary.
3. Design drawings to be submitted should be sized so that half-scale can fit on 11 x 17-inch paper to be folded and inserted into the binder. Full-size and scale drawings must be included in electronic format on the CD or USB drive.

PART SEVEN: SUBMISSION INFORMATION CHECKLIST

ROW LICENSE AGREEMENT APPLICATION SUBMISSION PACKAGE

- 1) **Submission Type** (via INTENT form): NEW - (Full ROW Application Submission)
AMENDMENT – (Complete “INTENT” form. Resubmit all revised sections below on submission date.)

- 2) **Licensee Information** (Brief narrative per each sub-item):
(Required for Step-1/NEW Submission Only)
 - a. Company Information (Legal name, address, admin Point-of-Contact (POC), legal POC, technical POC)
 - b. Business Description (SCC Filing document/Annual Report)
 - c. Services Description (Services to be delivered from facilities placed)
 - d. Target Customer Types (Business, residential, both, within City, pass-through only)

- 3) **System-Level Technical Information** (Please thoroughly present deployment scope via appropriate narrative and requested maps and system drawings):
(Required for Step-1/NEW Submission: ALL Sections/Amendment: Revised Section 3) b. Only)
 - a. System Overview (Detailed description of equipment and facilities to be deployed within City/City ROW)
 - b. Facilities Placement Map (Scale map of City that identifies ALL locations within City boundaries where BOTH new facilities will be placed AND prior submission reside, on existing, joint-use utility poles)
 - c. Overhead Deployment Components Description (Equipment drawings, cables, structures)
 - d. Overhead Deployment Method Details (Existing, joint-use utility poles remaining under 50')
 - e. Potential Underground Deployment Requirements (Conduits, manholes, vaults, cables)
 - f. Power Connection Requirements (Service load, service type, provider, proposed sources, connectivity method)
 - g. Communication Connection Requirements (Services required, provider, sources, connectivity method)

- 4) **Individual Site-Specific Design Plan Submission Requirements** (Separate tab for each site in binder):
 - a. System Map (***Steps 1 and 2/NEW and AMENDMENTS***):
 - o Scale map of vicinity showing proposed joint-use utility pole location(s) (Identify new versus previously approved sites, if applicable for vicinity)
 - b. Detailed Site Plan (Separate plan per existing, Joint-Use pole site) (***Step requirements below/NEW and AMENDMENTS***):
 - o Completed “Site Design Summary” form as 1st sheet in design section tab for each site (***Steps 1 and 2***)
 - o Site Plan set of sheets that include the following information:
 1. Vicinity map (Cover sheet) (***Steps 1 and 2***)
 2. City zoning classification (Cover sheet) (***Steps 1 and 2***)
 3. Site Street Address (Cover sheet) (***Steps 1 and 2***)
 4. Pole owner (Cover sheet) (***Steps 1 and 2***)
 5. Pole number (Cover sheet) (***Steps 1 and 2***)
 6. Scale plan sheet for all existing conditions showing (at a minimum) the target pole location, existing pole owner, pole ID, property-lines, ROW boundary, and all ROW existing infrastructure (***Steps 1 and 2***)

7. Required equipment drawings and cut sheets **(Steps 1 and 2)**
 8. Pole existing conditions drawing **(Steps 1 and 2)**
 9. Pole final attachment configuration detailed drawing (Includes all required changes to existing utility attachments) **(Step 2 Only)**
 10. Pole owner attachment agreement (Include pole owner point of contact information for license agreement) **(Step 2 Only)**
 11. Dominion Energy service connection source point/path **(Step 2 Only)**
 12. Communication provider and service source point/path **(Step 2 Only)**
 13. Details of pole reconfiguration work (“make-work”) required for all existing providers attached **(Step 2 Only)**
 14. Include a structural load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of your additional facilities **(Step 2 Only)**
- c. 3rd Party Power Provider Details (Dominion Energy (DE)) **(Step requirements below/NEW and AMENDMENTS):**
- Work Request number for project **(Step 2 Only)**
 - DE Point of contact **(Step 2 Only)**
 - Electric service delivery design details **(Step 2 Only)**
 - Adjacent pole impacts **(Step 2 Only)**
- d. 3rd Party Communication Provider Details (If applicable) **(Step requirements below/NEW and AMENDMENTS):**
- Provider name and point of contact **(Step 2 Only)**
 - Comm service type requirements **(Step 2 Only)**
 - Comm service source **(Step 2 Only)**
 - Connectivity requirements **(Step 2 Only)**

PART EIGHT: APPLICATIONS FORMS

See Following Sheets:

- 1) APPLICANT "INTENT-TO-SUBMIT" INFORMATION SHEET
- 2) EXISTING UTILITY POLE, JOINT-USE SMALL-CELL SITE DESIGN SUMMARY COVER SHEET
- 3) SITE SUBMISSION INFORMATION CHECKLIST



RIGHT-OF-WAY JOINT-USE LICENSE AGREEMENT

APPLICANT "INTENT-TO-SUBMIT" INFORMATION SHEET

- I. THE FULL LEGAL NAME OF THE FIRM OR ENTITY INTENDING TO SUBMIT A ROW LICENSE APPLICATION (OR APPLICATION AMENDMENT) MUST BE WRITTEN IN THE SPACE PROVIDED BELOW.
- II. THIS INFORMATION FORM, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE POTENTIAL APPLICANT.
- III. THIS FORM SHALL INDICATE A COMMITMENT OF "INTENT TO SUBMIT" BY THE DATE INDICATED BELOW ON THE PART OF THE ENTITY SUBMITTING.
- IV. IF THE COMPLETED APPLICATION SUBMISSION PACKAGE IS NOT RECEIVED ON THE DATE PROVIDED, A NEW "INTENT" FORM MUST BE SUBMITTED WITH A SUBMISSION DATE NO EARLIER THAN TWO WEEKS FROM THE CURRENT DATE.

| | |
|---|--|
| Check One: | |
| <input type="checkbox"/> NEW LICENSE APPLICATION | <input type="checkbox"/> EXISTING LICENSE AMENDMENT |
| LICENSEE NAME: (Legal Name Of Entity) | SUBMITTED BY: (If different than Applicant) |
| FORMER NAMES: (Insert all other names that the Applicant has been known by in the past ten (10) years) | |
| REQUESTED APPLICATION SUBMISSION DATE: | |
| NUMBER OF JOINT-USE ROW WORK-SITES TO BE SUBMITTED: | |
| PRINCIPAL ADDRESS OF APPLICANT/EXISTING LICENSEE: | |
| MAIN TELEPHONE NO.: | FAX NO.: |
| CORPORATE WEBSITE: | |
| DUNS NUMBER: | |
| FORM OF OWNERSHIP: | |
| _____ CORPORATION; GENERAL PARTNERSHIP; UNINCORPORATED ASSOCIATION; LIMITED LIABILITY COMPANY; LIMITED PARTNERSHIP; SOLE PROPRIETORSHIP | |
| WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE): _____ | |
| IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: | |
| If entity is exempt from the SCC authorization requirement, then it shall include a statement on the entity's letterhead with this form, certifying their exemption from this requirement. | |
| CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES: Provide the contact information of the person designated by the Applicant to receive notices and other communications (Refer to the Sample Agreement for further details): | |
| Name: _____ | Mailing Address: _____ |
| Phone Number: _____ | _____ |
| Email: _____ | _____ |
| THE UNDERSIGNED SWEARS OR AFFIRMS UNDER THE PENALTY OF PERJURY AND UPON PERSONAL KNOWLEDGE THAT THE INFORMATION PROVIDED ABOVE ARE TRUE AND CORRECT. | |
| NAME AND TITLE OF APPLICANT'S REPRESENTATIVE: _____ | |
| SIGNATURE OF APPLICANT'S REPRESENTATIVE: _____ | |

**CITY OF FAIRFAX
EXISTING UTILITY POLE, JOINT-USE FOR SMALL-CELL
SITE DESIGN SUMMARY COVER SHEET**

Submitted by: _____ Submission Date: _____

ROW Licensee: _____ License#(TBD if new): _____

| Licensee Site ID # | Communication Site GIS Coordinates | Type of Communication Facility |
|--------------------|------------------------------------|--------------------------------|
| | | |
| | | |

| Pole Type/Owner | Pole Modifications | Attachment Height | Attachment Weight | Attachment Dimensions | Location of Equipment Shelter |
|-----------------|--------------------|-------------------|-------------------|-----------------------|-------------------------------|
| | | | | | |
| | | | | | |

APPLICANT SHALL PROVIDE THE FOLLOWING INFORMATION AS SPECIFIED ON THE SUBMISSION INFORMATION CHECKLIST:

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- For ALL poles, include documentation from the Owner verifying that the specific pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modifications.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS ROW PERMIT APPLICATIONS FOR SITES THAT RECEIVE PRIOR DESIGN APPROVAL AS PART OF THE ROW LICENSE APPLICATION OR LICENSE AMENDMENT PROCESS. ROW PERMIT APPLICATIONS FOR WORK SITES AND DESIGNS NOT PREVIOUSLY APPROVED AS PART OF A ROW LICENSE APPLICATION SUBMISSION PACKAGE, REQUIRE A LICENSE AMENDMENT DESIGN SUBMISSION AND APPROVAL.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

----- **FOR CITY USE ONLY** -----

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

APPROVAL DATE: _____

SITE SUBMISSION INFORMATION CHECKLIST

ROW LICENSE AGREEMENT APPLICATION SUBMISSION PACKAGE

- 1) **Submission Type** (via INTENT form): NEW - (Full ROW Application Submission)
AMENDMENT – (Complete “INTENT” form. Resubmit all revised sections below on submission date.)

- 2) **Licensee Information** (Brief narrative per each sub-item):
(Required for Step-1/NEW Submission Only)
 - a. Company Information (Legal name, address, admin Point-of-Contact (POC), legal POC, technical POC)
 - b. Business Description (SCC Filing document/Annual Report)
 - c. Services Description (Services to be delivered from facilities placed)
 - d. Target Customer Types (Business, residential, both, within City, pass-through only)

- 3) **System-Level Technical Information** (Please thoroughly present deployment scope via appropriate narrative and requested maps and system drawings):
(Required for Step-1/NEW Submission: ALL Sections/Amendment: Revised Section 3) b. Only)
 - a. System Overview (Detailed description of equipment and facilities to be deployed within City/City ROW)
 - b. Facilities Placement Map (Scale map of City that identifies ALL locations within City boundaries where BOTH new facilities will be placed AND prior submission reside, on existing, joint-use utility poles)
 - c. Overhead Deployment Components Description (Equipment drawings, cables, structures)
 - d. Overhead Deployment Method Details (Existing, joint-use utility poles remaining under 50')
 - e. Potential Underground Deployment Requirements (Conduits, manholes, vaults, cables)
 - f. Power Connection Requirements (Service load, service type, provider, proposed sources, connectivity method)
 - g. Communication Connection Requirements (Services required, provider, sources, connectivity method)

- 4) **Individual Site-Specific Design Plan Submission Requirements** (Separate tab for each site in binder):
 - a. System Map ***(Steps 1 and 2/NEW and AMENDMENTS)***:
 - i. Scale map of vicinity showing proposed joint-use utility pole location(s) (Identify new versus previously approved sites, if applicable for vicinity)
 - b. Detailed Site Plan (Separate plan per existing, Joint-Use pole site) ***(Step requirements below/NEW and AMENDMENTS)***:
 - i. Completed “Site Design Summary” form as 1st sheet in design section tab for each site ***(Steps 1 and 2)***
 - ii. Site Plan set of sheets that include the following information:
 1. Vicinity map (Cover sheet) ***(Steps 1 and 2)***
 2. City zoning classification (Cover sheet) ***(Steps 1 and 2)***
 3. Site Street Address (Cover sheet) ***(Steps 1 and 2)***
 4. Pole owner (Cover sheet) ***(Steps 1 and 2)***
 5. Pole number (Cover sheet) ***(Steps 1 and 2)***
 6. Scale plan sheet for all existing conditions showing (at a minimum) the target pole location, existing pole owner, pole ID, property-lines, ROW boundary, and all ROW existing infrastructure ***(Steps 1 and 2)***
 7. Required equipment drawings and cut sheets ***(Steps 1 and 2)***
 8. Pole existing conditions drawing ***(Steps 1 and 2)***

9. Pole final attachment configuration detailed drawing (Includes all required changes to existing utility attachments) **(Step 2 Only)**
 10. Pole owner attachment agreement (Include pole owner point of contact information for license agreement) **(Step 2 Only)**
 11. Dominion Energy service connection source point/path **(Step 2 Only)**
 12. Communication provider and service source point/path **(Step 2 Only)**
 13. Details of pole reconfiguration work (“make-work”) required for all existing providers attached **(Step 2 Only)**
 14. Include a structural load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of your additional facilities **(Step 2 Only)**
- c. 3rd Party Power Provider Details (Dominion Energy (DE)) **(Step requirements below/NEW and AMENDMENTS):**
- i. Work Request number for project **(Step 2 Only)**
 - ii. DE Point of contact **(Step 2 Only)**
 - iii. Electric service delivery design details **(Step 2 Only)**
 - iv. Adjacent pole impacts **(Step 2 Only)**
- d. 3rd Party Communication Provider Details (If applicable) **(Step requirements below/NEW and AMENDMENTS):**
- i. Provider name and point of contact **(Step 2 Only)**
 - ii. Comm service type requirements **(Step 2 Only)**
 - iii. Comm service source **(Step 2 Only)**
 - iv. Connectivity requirements **(Step 2 Only)**

**PART NINE:
SAMPLE LICENSE AGREEMENT**

FOLLOWING THIS PAGE IS THE ROW LICENSE AGREEMENT FOR WIRELESS, SMALL-CELL IMPLEMENTATIONS ON EXISTING JOINT-USE UTILITY POLES THAT WILL BE ENTERED INTO BETWEEN THE CITY AND THE LICENSEE. THE AGREEMENT IS INCLUDED WITH THIS APPLICATION FOR APPLICANT REVIEW AND COMMENT. THIS AGREEMENT IS SUBJECT TO FINAL LANGUAGE CONSENSUS BY THE CITY ATTORNEY AND LICENSEE. MUTUALLY AGREED UPON LANGUAGE WILL BE SUBMITTED TO THE CITY COUNCIL FOR REVIEW AND APPROVAL PRIOR TO EXECUTION BETWEEN THE CITY AND APPLICANT



**LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS,
SMALL-CELL COMMUNICATION FACILITIES ON EXISTING
JOINT USE UTILITY POLES IN THE PUBLIC RIGHT-OF-WAY**

THIS LICENSE AGREEMENT (“**License**”) is made and entered into this ____ day of _____, 20 __, by and between the **CITY OF FAIRFAX, VIRGINIA**, a Virginia municipal corporation (the “**City**”) and _____, a _____ (“**Licensee**”) (collectively, the City and Licensee may hereafter be referred to as the “**Parties**”).

WHEREAS, Licensee has submitted a Communications Site Application (as hereinafter defined), requesting use of certain locations within the Public Rights-of-Way of the City to install, maintain and construct communications facilities as specified in this License; and

WHEREAS, the City has the authority and statutory obligation to regulate the use of the Public Rights-of-Way within its territorial boundaries and is willing to permit such use at the Initial Sites (as hereinafter defined) subject to the terms and conditions of this License; and

WHEREAS, this License is granted subject to any and all applicable laws and regulations.

NOW, THEREFORE, for and consideration of the premises, the Parties agree as follows:

Section 1. DEFINITIONS

For purposes of this License the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

- (a) “License Fee” means the fee described in Section 2 of this License.
- (b) “City Representative” means the City Director of Public Works or his/her designee.
- (c) “Communications Facility” or “Communications Facilities” means Wireless Communications Equipment approved by the City pursuant to this License and all applicable permits and installed at a specific Communications Site.
- (d) “Communications Site” means an existing public utility pole in the Public Rights-of-Way at which the City has approved the installation of Wireless Communications Equipment pursuant to this License and all applicable permits.
- (e) “Communications Site Application” means a document, in the form attached as **Exhibit A “Above-Ground Site Design Summary Cover Sheet.”** or any successor form issued by the City, which shall identify the location of each proposed Communications Site, describe the characteristics of each proposed Communications Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.
- (f) “Communications Sites Inventory” means an accurate and current inventory of all Communications Sites approved by Licensor pursuant to this License, using the form attached as Exhibit C.
- (g) “Effective Date” shall have the meaning ascribed in Section 13 herein.
- (h) “Initial Sites” means those Communications Sites listed in Exhibit C as of the Effective Date and as amended from time-to-time via “Subsequent Site” submissions.
- (i) “Licensee Facilities” means (i) the Wireless Communications Equipment and (ii) all other property of the Licensee that is installed, situated in, or otherwise present in the Public Rights-of-Way at any time.
- (j) “Public Facilities” means all buildings, structures, pavement, streets, alleys, trees, sidewalks, storm drainage systems, sewer systems, water mains or other pipes, and any other property belonging to the City.

(k) “Rights-of-Way” or “Public Rights-of-Way” means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter-held by the City or over which the City exercises any lawful rights of management control.

(l) “Rights-of-Way Regulations” means all portions of City ordinances that concern the regulation or management of Public Rights-of-Way, which are applicable to all utilities, and others as applicable, operating within the Public Rights-of-Way.

(m) “Subsequent Site” means a Communications Site approved by the City after the Effective Date, in accordance with Section 4.

(n) “Wireless Communications Service” means any voice, data, messaging, or similar type of wireless service now or in the future offered to the public using radio frequencies, whether or not licensed by the Federal Communications Commission (“**FCC**”) or any successor agency.

(o) “Wireless Communications Equipment” means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet, or such higher limit as is established by the Federal Communications Commission. The following types of associated equipment are not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation boxes, ground-based enclosures, back-up power systems, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other.

Section 2. LICENSE FEE AND TERM OF LICENSE

In consideration of the terms hereof and the payment of required right-of-way user fees by Licensee to the City, Licensee shall pay to the City an annual fee (“**License Fee**”) based upon the quantities and calculations defined in Exhibit B. The term of this License shall be five (5) years from and after the Effective Date, subject at all times to the conditions and limitations described herein.

Section 3. SCOPE OF LICENSE

The City hereby grants Licensee the permission, on a non-exclusive basis, to: (i) attach Communications Facilities to utility poles owned by third parties located at the Communications Sites listed in the Communications Sites Inventory, which is incorporated by reference and may hereafter be modified only after review and approval by the City; (ii) control, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove Communications Facilities installed at the Communications Sites for the limited purpose of providing Wireless Communications Services; (iii) make electrical and fiber optic communications utility connections in the Public Rights-of-Way as required for the purpose of operating the Wireless Communications Equipment, subject to approval by the City of the locations of such utility connections; and (iv) to enter the Public Rights-of-Way for the purpose of performing work permitted by the foregoing clauses (i) - (iii). The permission granted by this Section 3 is subject to the terms of this License, all applicable City permitting requirements, all other applicable laws including without limitation the City Zoning Ordinance, and all VDOT requirements of whatever nature. The Communications Facilities shall be used exclusively by the Licensee solely for the rendering of Wireless Communications Services.

This License does not grant Licensee the right to install new poles for its own use, nor does it grant the Licensee the right to attach any Licensee Facilities in, on or under the surface of the Public Rights-of-Way. All Communications Facilities shall be mounted on poles in accordance with approved plans, as provided in Section 4. This License does not authorize the Licensee to use or attach any equipment to any Public Facilities, including without limitation any street- light poles, utility-type poles, or traffic signal poles owned by the City

This License does not grant any third party any rights, including without limitation (i) the right to connect electrical utility or communications lines to the Communications Facilities, or (ii) the right to install any equipment or facilities for the purpose of connecting to, attaching to, providing any service to, or using such equipment in conjunction with, any Communications Facilities. Permission to install any such connections or facilities to be located in the Public Rights-of-Way must be obtained by the owner of the facility in accordance with applicable City requirements.

Section 4. FACILITIES LOCATION AND INSTALLATION

Communications Facilities shall be located only on poles at the Initial Sites identified in Exhibit C. Exhibit C may be amended to add Subsequent Sites as provided in this Section 4. Prior to any construction in the Public Rights-of-Way, Licensee shall obtain approval from the City of Licensee's plans, showing the location of the proposed facilities (the "Construction Plans"). The installation of Communications Facilities at any Communications Site shall also be predicated on the submission and approval of a right-of-way work permit application to the City for such installation and the payment of applicable right-of-way permit fees in accordance with City Ordinances and Va. Code §56-484.29 (as amended). Licensee shall also pay any and all other permit and other fees legally assessed by the City. After the City has approved the Construction Plans, the Construction Plans, and any subsequent modifications to them agreed to by the City, shall be effective and binding to the same extent as if they were set out fully in this License.

If Licensee desires to install any Wireless Communications Equipment on one or more additional utility poles located in the Public Rights-of-Way during the term of this License, Licensee may apply by submitting a Communications Site Application. Upon

receipt of a complete Communications Site Application and all required related information and fees, the City shall process the application in accordance with its standard procedures. Upon approval of the application, the locations of the newly approved poles shall be designated as Subsequent Sites and Exhibit C shall be amended to include such locations.

The Licensee's use of any Communications Facilities shall not materially interfere, in any manner, with the existence, operation, or use of the Public Rights-of-Way or the Public Facilities or the then-previously installed property of any third party, including, without limitation sanitary sewers, storm sewers and drains, water mains, gas mains, and aerial and underground electric, telephone, or cable television facilities, except as expressly permitted by this License or by express permission of the respective owner.

The installation of Licensee Facilities shall be performed in a workmanlike manner with minimal disruption to the general public, the City, Public Facilities, the Public Rights-of-Way, any other City property, existing occupants of the Public Rights-of-Way and adjoining property owners. The installation of Licensee Facilities shall be performed only in accordance with accepted industry standards for such installation, including applicable safety codes.

Before beginning any construction or installation of Licensee Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all required fees, applications for all permits required by the City in connection with the types of facilities the Licensee proposes to install and the nature of the work required. All plans and specifications required by the respective applications, detailed maps showing the planned construction, the size, the location, and number, and all other relevant details regarding the placement of the Licensee Facilities proposed to be located at any Communications Site or in any portions of the Public Rights-of-Way shall be

prepared by the Licensee at its sole cost and expense. The City Representative may, in writing, condition approval of plans and specifications on Licensee meeting reasonable requirements necessary to protect the public health, safety, and welfare of the traveling public. The City Representative may also condition approval of plans and specifications on Licensee's agreement to use an alternate location for the Licensee Facilities when the City Engineer reasonably determines that it is necessary to avoid conflict with public safety as well as other permitted uses in, or future public needs of, the Public Rights-of-Way in the vicinity of any Communications Site. The Licensee shall, at its sole cost and expense, submit traffic control plans related to installation of Licensee Facilities, for approval by the City Representative. The City Representative may, at any time, inspect the attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of Licensee Facilities. Subject to applicable law, the Licensee shall pay all fees required by this License or the City Code, prior to the issuance of any permit for the installation and construction of Licensee Facilities. All work within the Public Rights-of-Way shall be performed in compliance with all requirements of the City (and VDOT, if applicable) and the owner of the respective Communications Site, as the case may be, and all plans and permits approved and issued by the City (and VDOT, if applicable), respectively. Subject to applicable law, the Licensee agrees that the City may require the Licensee to obtain generally applicable single use permits and pay generally applicable fees that are charged for similar work by public utility companies for such permits, pursuant to the City's rules and regulations, for each of the following activities: (i) work within the travel lane or require closure of a public right-of-way; (ii) disturbance of the pavement, shoulder, roadway, or ditch line; and (iii) placement on limited access rights-of-way. The City may also require the Licensee to take specific precautions to ensure the

safety of the traveling public or the protection of public infrastructure or the operation thereof.

The Licensee shall bear all costs incurred by Licensee in connection with the Licensee's planning, design, construction, repair, modification, disconnection, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of the Licensee Facilities. The Licensee shall waive any claim against the City for any movement in, damage to, repair of, or deterioration of, Licensee Facilities due to (i) repair, maintenance and/or failure/collapse of any street or highway improvements, sanitary sewers, storm sewers and drains, water mains, gas mains, poles, aerial and underground electric and telephone wires, cable television facilities, and other telecommunications, utility or City-owned property, or (ii) any other improvements or works proximate to Licensee Facilities; except in both instances to the extent caused by the gross negligence, willful misconduct, or breach of this License by the City, its officers, employees, or agents. Licensee also agrees to bear the costs of repair or replacement of Licensee Facilities regardless of whether or not such damage is directly or indirectly attributable to the installation, operation, maintenance, repair, or upgrade work on the Licensee Facilities, except to the extent the damage results from the gross negligence, willful misconduct, or breach of this License by the City, its officers, employees, or agents.

Licensee shall not suffer, permit, or give cause for the filing of any lien against the City, the Public Rights-of-Way, or any Public Facilities, or perform any other act that encumbers or might encumber the City's title or subject the Public Facilities, the Public Rights-of-Way, or any part of thereof to any lien. Licensee shall promptly pay all persons furnishing labor, materials, or services with respect to any work performed by or for Licensee on or with respect to the City, the Public Rights-of-Way, or any Public Facilities.

If any lien is filed against the City, the Public Rights-of-Way, or any Public Facilities, by reason of any work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Licensee, Licensee shall promptly cause the lien to be discharged of record. If Licensee fails to cause the lien to be discharged within thirty (30) days after being notified of the filing thereof, then in addition to any other rights and remedies available under the terms of this License or under applicable law, the City may cause the lien to be discharged by paying the amount claimed to be due or posting a bond, and Licensee shall reimburse the City within thirty (30) days following the City's demand for all costs incurred in connection therewith, including without limitation reasonable attorneys' fees.

Licensee shall ensure that Licensee Facilities are maintained at all times in a clean and safe condition and location, in good repair, and free of all material defects. Licensee shall use reasonable care at all times in installing, maintaining, relocating, removing, repairing, and replacing Licensee Facilities. The planning, design, construction, repair, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of Licensee Facilities shall be performed by experienced and properly trained maintenance and construction personnel in accordance with accepted industry standards and using commonly-accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to persons or entities, including the public.

Section 5. RELOCATION AND REMOVAL OF FACILITIES

Licensee agrees to relocate, at its own expense, within ninety (90) days of written notification from the City, all Licensee Facilities which, in the reasonable discretion of the

City, using recognized engineering standards, interfere, disturb or conflict with the operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys, Rights- of-Way, public grounds, storm drainage systems, sewer systems, water mains or other Public Facilities. Licensee shall relocate the affected Licensee Facilities using like construction methods and materials, or better, if technological advances warrant such, to mutually acceptable locations. The City shall use reasonable good faith efforts to identify mutually acceptable locations for any relocated facilities that will permit Licensee to continue to serve its existing customers and that otherwise technologically and functionally meet Licensee's needs, subject to all existing City permitting requirements, Right-of-Way Regulations, and applicable law. Any City permits needed as a result of a relocation request by the City, however, shall be at no cost to Licensee.

At the termination of this License, within ninety (90) days all Licensee Facilities shall be removed and the Rights-of-Way restored to their original condition.

Section 6. DAMAGE TO PUBLIC FACILITIES

If Licensee shall, in the construction, operation, replacement, maintenance, removal or repair of the Licensee Facilities, damage Public Facilities, Licensee shall promptly repair the same at its own cost and expense.

Licensee shall immediately notify the City Representative and any applicable public safety department of any damage or injury to any Public Facilities caused by work authorized pursuant to the License. Without limiting the obligations of Licensee under this License, if Licensee's repair causes the City to incur costs, Licensee shall pay to the City upon demand all costs reasonably incurred by the City during the repair of such damage or injury.

If Licensee shall default in this obligation, the City may either (i) cure such default and pursue the process stated in this section; or (ii) terminate the License as provided in

Section 8.

If the City elects to cure the default, the City shall charge the reasonable costs of any such work to the Licensee in accordance with the City's then current standard rates for such work. However, prior to performing any such work the City will give Licensee written notice of the default and a period of thirty (30) days after receipt of such notice within which to cure the default. The City shall extend the thirty-day period for a reasonable time if such default cannot reasonably be cured within such period and Licensee has commenced and is diligently pursuing such cure. If Licensee does not so cure the default, the City will provide Licensee with a written notice advising Licensee of the expiration date of the cure period and stating the date (which date shall be no less than ten (10) business days after Licensee's receipt of such notice) on which the City intends to commence the work on Licensee's behalf.

Notwithstanding the foregoing, if such default in the opinion of the City threatens the public health or safety, the City shall make a reasonable effort to provide Licensee with telephonic notice and an opportunity to immediately cure such default. If the City is unable to reasonably provide such notice or Licensee fails to immediately cure the default, the City may commence the cure on Licensee's behalf. In any event, the City shall immediately thereafter provide Licensee with written notice of City's performance of such emergency work.

Prior to commencing work on any street, alley, right-of-way, or public ground, Licensee shall exercise reasonable judgment in order to avoid any inconvenience to the general public or the City's work forces. Licensee shall not impede the flow of traffic to any greater extent than is reasonably necessary in performing any maintenance, removal, replacement, construction or repairs. Licensee shall strictly abide by the right-of-way permit

approval requirements, including those requirements relating to time limitations.

Licensee is bound by all applicable lawfully enacted police power measures now or in the future adopted by the City, in addition to the terms of this License.

Section 7. INDEMNIFICATION; LIMITATION OF LIABILITY

Licensee hereby acknowledges and assumes all responsibility, financial and otherwise, for Licensee's permitted use of the Communications Sites and the Public Rights-of-Way, and the planning, design, construction, repair, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of the Licensee Facilities, which shall be undertaken without risk to, or liability of the City, except that the foregoing shall not apply to any liability arising from the gross negligence, willful misconduct, or breach of this License by City, its elected and appointed officials, officers, employees, contractors, and agents.

Licensee shall indemnify the City, its elected officials, officers, and employees, and shall hold the City harmless from liability on account of injury, death or damage to persons or property arising out of construction, improvement, removal, maintenance, repair or operations of its facilities. If suit shall be brought against the City, either independently or jointly with Licensee, Licensee will defend, indemnify and hold the City harmless in any such suit, at the cost of Licensee. If a final judgment is obtained against the City, either independently or jointly with Licensee, Licensee will pay the judgment, including all costs and attorney fees and will hold the City harmless therefrom. The indemnity, however, shall not apply to claims for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence or the willful misconduct or other intentionally wrongful acts or omissions of the City, its agents or employees.

Licensee shall be liable to the City and to others for the acts and omissions of

Licensee's employees, agents, contractors, and subcontractors. Licensee waives all claims, demands, causes of action, and rights that Licensee may assert against the City, its elected and appointed officers, officials, employees, and agents on account of any loss, damage, or injury to any of the Licensee Facilities, except to the extent caused by the negligent actions, willful misconduct, or breach of this License of the City, its elected or appointed officials, officers, employees, or agents. The City shall not be liable to Licensee or to any other person or entity for any interruption in the Licensee's Wireless Communications Services or for any interference with the operation of the Licensee Facilities arising from the City's use of Public Facilities or the Public Rights-of-Way or from any other action of the City, its officers, agents and employees, provided that the foregoing is not caused by the negligence, willful misconduct, or breach of this License by the City.

Section 8. NOTICE OF NON-COMPLIANCE

If Licensee does not comply with the terms of this License, the City shall give Licensee written notice of such noncompliance. If Licensee has not corrected such noncompliance within thirty (30) days after receipt of such notice from the City, the City may, at its option, terminate the License by delivering a written, final notice of termination to Licensee. Notwithstanding the foregoing, the thirty-day cure period will be extended for an additional period of time as is reasonable under the circumstances if Licensee's non-compliance cannot reasonably be cured within the thirty-day period and if Licensee has commenced a cure within such period and continues to diligently pursue such cure.

Section 9. TERMINATION FOR DEFAULT

If this License is terminated pursuant to Section 8, any and all permits previously issued to Licensee by the City to construct its facilities shall also terminate on the same date as the termination of this License.

Section 10. TERMINATION BY LICENSEE

Upon thirty (30) days' written notice to the City, Licensee may, at any time, terminate its rights with respect to any individual Communications Site or Sites, in which case each such site shall be removed from the then – current Communications Site Inventory list. Licensee shall remove all of the Licensee Facilities from such site or sites within ninety (90) days and restore the Rights-of-Way at the former Communications Sites to their original condition.

Section 11. TERMINATION FOR RELOCATION OF POLES OR UNDERGROUNDING OF UTILITIES

This License is expressly granted subject to the right of the City to terminate this License for any or all Communication Sites, upon 180 days' written notice of the relocation or undergrounding of any pole used by Licensee. Such termination will only extend to the pole or poles subject to such relocation or undergrounding. The City agrees to terminate for relocation only to the minimum extent necessary to accommodate the relocation or undergrounding of any pole used by Licensee, and to provide for relocation as provided in Section 5 herein. In the event such relocation or undergrounding makes it impossible for Licensee to operate its Wireless Communications Equipment, Licensee shall have the right to terminate the Communication Site as provided in Section 10.

Section 12. LOSS AND DAMAGE

Save for the negligent acts or omissions of City, its agents, employees or contractors, City shall not be liable for any damage to property of Licensee located on the Right-of-Way or for loss or damage to any property of Licensee or of others by theft or otherwise. City shall not be liable for any injury, death, or damage to any persons or property resulting from fire,

explosion, steam, electricity, water, rain, snow or leaks from any part of the installation sites or from the street or sub-surface or from any other place or by dampness. City shall not be liable for any such damage caused by third persons, other than its agents, contractors, or subcontractors, or caused by operations in construction of any Public Facilities. Neither party shall be liable to the other under this License Agreement for any consequential, special, incidental, and/or indirect damages.

Section 13. ASSIGNMENT AND TRANSFER OF INTEREST

This License Agreement is not assignable or transferable without the express written permission of the City, which consent shall not be unreasonably withheld, conditioned or delayed. However, Licensee may assign its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Licensee, or pursuant to any financing, merger, sale or reorganization of Licensee resulting in an otherwise legal and statutorily acceptable successor, provided the City is notified in writing of the action no less than ninety (90) days prior to the date of assignment. Any successor or assignee of Licensee shall be bound by all of the terms and conditions of this License and shall be subject to all provisions, obligations, stipulations and penalties herein prescribed, and shall execute any documentation reasonably requested by the City in this regard.

Section 14. EFFECTIVE DATE UPON ADOPTION BY GOVERNING BODY

The rights, privileges and duties here granted shall continue for five (5) years after the Effective Date. The Effective Date shall be the date the ordinance granting this License becomes effective under applicable law, and shall be inserted in the first page of this License. Unless released by the City, Licensee shall remove all the Licensee Facilities from Public Rights-of-Way at the expense of Licensee within ninety (90) days after the expiration, termination or abandonment of this License, or by such reasonable time to be prescribed by

the City Council.

Section 15. BOND

Upon the effective date hereof, Licensee shall provide a letter of credit in the amount of Fifty Thousand Dollars (\$50,000.00), with good and sufficient surety, reasonably acceptable to the City Attorney, conditioned to the effect that Licensee will construct and maintain, or if constructed, will maintain, the facilities in good order throughout the term of the grant, and (subject to the cure rights set forth in Section 8 hereof) will comply with this License in all respects. In the event of any noncompliance with any of the terms of this License by Licensee, and the City has cause to draw upon said bond or letter of credit thereby reducing the principal amount thereof, Licensee shall immediately cause the said bond or letter of credit to be restored to and maintained at the principal sum of \$50,000.00.

Section 16. GOVERNMENT APPROVALS

This License is expressly conditioned upon Licensee obtaining all other necessary local, state and federal governmental approvals. Prior to the installation of any Licensee Facilities, Licensee shall obtain all licenses, permits and other approvals required by and for federal, state or local authority. Additionally, upon written request from the City, Licensee agrees to provide, not more than once a year, a report certifying that the Licensee Equipment complies with all state and federal limits on electromagnetic frequency emission outputs.

The City's execution of this License neither shall constitute, nor be deemed to be, governmental approval of any work or action permitted hereby, or for any other governmental approval or consent required to be obtained from the City. Without limiting the foregoing, the issuance by the City to the Licensee, or its contractors or agents, of any

permit to perform work in the Public Rights-of- Way shall not be construed as permission by, or approval of, the City for any of the Licensee's proposed installation of Licensee Facilities, unless all other applicable provisions of this License have been first satisfied by the Licensee. Nothing in this License shall be construed to waive any of City's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Public Rights-of-Way or Public Facilities, including, but not limited to the City's police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever. Waiver by the City of any breach or violation by the Licensee of any provision of this License shall not be deemed to be a waiver by the City of any subsequent breach or violation of the same or any other provision of this License by the Licensee.

Section 17. GOVERNING LAW

This License shall be governed under the laws of the Commonwealth of Virginia.

Section 18. NOTICES

Any notice to be given under this License shall be mailed or delivered to the City of Fairfax, Attention: City Manager, 10455 Armstrong Street, Fairfax, VA 22030, with a required copy to the Director of Public Works, at the same address, and to Licensee, at _____, and shall be sent by registered or certified mail, if mailed, return receipt requested, with postage prepaid, or by courier service, if delivered, with signed evidence of receipt; and shall be deemed delivered when received or refused by the addressee. The parties may change these addresses by like notice.

Section 19. FORCE MAJEURE

Notwithstanding the foregoing, the parties and each of them shall be excused from

performing hereunder so long as performance is prevented or delayed by *Force Majeure*. For purposes of this Section, *Force Majeure* means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party's reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party. The burden of proof for the need for such relief shall rest upon the Party seeking relief from performance under this License pursuant to this Section. To obtain relief from performance pursuant to this Section, the Party seeking relief must file a written request with the other Party for consideration and approval, which approval shall not be unreasonably withheld.

Section 20. CHANGE OF LAW

If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "**Laws**") that govern any aspect of the rights or obligations of the parties under this License shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then- effective Laws, then the parties agree to promptly amend the License as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change. In the event of conflicting changes to laws or regulations, and the parties' inability to reconcile the conflicting changes, the parties agree that the interpretation of the conflicting provisions will be submitted to a court of competent jurisdiction for resolution and each party shall bear its costs in the judicial proceeding, including any appeals.

IN WITNESS WHEREOF the parties hereto have caused this License to be executed by duly authorized representatives of the parties as written below.

LICENSEE:

By: _____

Date of Acceptance

CITY OF FAIRFAX, VIRGINIA:

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**CITY OF FAIRFAX
EXISTING UTILITY POLE, JOINT-USE FOR SMALL-CELL
SITE DESIGN SUMMARY COVER SHEET**

Submitted by: _____ Submission Date: _____

ROW Licensee: _____ License#(TBD if new): _____

| Licensee Site ID # | Communication Site GIS Coordinates | Type of Communication Facility |
|---------------------------|---|---------------------------------------|
| | | |
| | | |

| Pole Type/Owner | Pole Modifications | Attachment Height | Attachment Weight | Attachment Dimensions | Location of Equipment Shelter |
|------------------------|---------------------------|--------------------------|--------------------------|------------------------------|--------------------------------------|
| | | | | | |
| | | | | | |

APPLICANT SHALL PROVIDE THE FOLLOWING INFORMATION AS SPECIFIED ON THE SUBMISSION INFORMATION CHECKLIST:

EXHIBIT A

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- For ALL poles, include documentation from the Owner verifying that the specific pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modifications.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS ROW PERMIT APPLICATIONS FOR SITES THAT RECEIVE PRIOR DESIGN APPROVAL AS PART OF THE ROW LICENSE APPLICATION OR LICENSE AMENDMENT PROCESS. ROW PERMIT APPLICATIONS FOR WORK SITES AND DESIGNS NOT PREVIOUSLY APPROVED AS PART OF A ROW LICENSE APPLICATION SUBMISSION PACKAGE, REQUIRE A LICENSE AMENDMENT DESIGN SUBMISSION AND APPROVAL.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

----- **FOR CITY USE ONLY** -----

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

APPROVAL DATE: _____

EXHIBIT B

ANNUAL RIGHT-OF-WAY LICENSE FEE CALCULATION SHEET

A. Utility Pole Fee

Number of Communications Sites (poles at or below 50 feet in height): _____

*\$250.00 multiplied by number of poles: \$*_____

B. Electric Utility Meter Site Fee

Number of Communications Sites at which electric meters installed: _____

*\$250 multiplied by number of electric meters: \$*_____

