

CITY OF CAMBRIDGE

BOARD OF ZONING APPEAL

831 Massachusetts Avenue, Cambridge MA 02139

617-349-6100

BZA Application Form

BZA Number: 185102

General Information

The undersigned hereby petitions the Board of Zoning Appeal for the following:

Special Permit: X

Variance:

Appeal:

PETITIONER: T-Mobile Northeast LLC, for Mount Auburn Professional Services, Inc. C/O Adam F. Brailard of Prince Lobel Tye LLP

PETITIONER'S ADDRESS: One International Place, Boston, MA 02110

LOCATION OF PROPERTY: 2500 Massachusetts Ave , Cambridge, MA

TYPE OF OCCUPANCY: Office and Telecommunications **ZONING DISTRICT:** Business A-2 Zone

REASON FOR PETITION:

/Telecommunication Facility (antenna)/

DESCRIPTION OF PETITIONER'S PROPOSAL:

The Applicant proposes to modify its existing wireless telecommunications facility currently operating on the rooftop of the building, by adding three (3) new like kind panel antennas to the existing (6) panel antennas, and by adding three (3) new remote radio units (RRUs). All of the proposed additional antennas will be installed on the façade of the building and within the existing screen wall, and painted to match the color of the building. Also, the Applicant proposes to replace its radio cabinets and ancillary equipment on the rooftop of the building.

SECTIONS OF ZONING ORDINANCE CITED:

Article: 4.000	Section: 4.32.G.1 and 4.40 (footnote 49) (Telecommunications Facility)
Article: 10.000	Section: 10.40 (Special Permit)
Article: 6409	Section: Federal Middle Class Tax Relief Act (Spectrum Act)

Original
Signature(s):

(Petitioner (s) / Owner)

Adam Brailard of Prince Lobel Tye LLP for the Applicant

One International Place (Print Name)
Boston, MA 02110

Address:

Tel. No.

617-456-8153

E-Mail Address:

abraillard@princelobel.com

BZA APPLICATION FORM - OWNERSHIP INFORMATION

*To be completed by OWNER, signed before a notary and returned to
The Secretary of the Board of Zoning Appeals.*

I/We Mount Auburn Professional Services, Inc.

(OWNER)

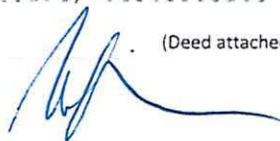
Address: 330 Mount Auburn Street, Cambridge, MA 02138

2500 Massachusetts Avenue, Cambridge, MA 02140

State that I/We own the property located at _____,
which is the subject of this zoning application.

The record title of this property is in the name of _____
Mount Auburn Professional Services, Inc.

Pursuant to a deed of duly recorded in the date 7/16/2013, Middlesex South
County Registry of Deeds at Book _____, Page _____; or
Middlesex Registry District of Land Court, Certificate No. 1646981
Book 1438 Page 40 (Deed attached)



Margaret Robinson, Vice President UST Legal, GTPI
Holdco, LLC as attorney in fact for Mount Auburn
Professional Services, Inc.**

**SIGNATURE BY LAND OWNER OR
AUTHORIZED TRUSTEE, OFFICER OR AGENT***

***Written evidence of Agent's standing to represent petitioner may be requested.**

Commonwealth of Massachusetts, County of Middlesex

The above-named _____ personally appeared before me,
this 7 of July, 2014, and made oath that the above statement is true.

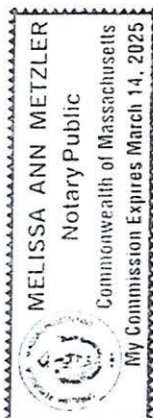


Notary

My commission expires March 14, 2025 (Notary Seal).

If ownership is not shown in recorded deed, e.g. if by court order, recent
deed, or inheritance, please include documentation.

****For authority, see Rooftop Easement and Assignment Agreement attached herewith**



QUITCLAIM DEED

name
1567879

MARINO CENTER FOR INTEGRATIVE HEALTH, INC. (f/k/a Marino Foundation for Integrated Medicine, Inc. and f/k/a Marino Foundation for Integrative Medicine, Inc.) established pursuant to Massachusetts General Laws Chapter 180, and having an address of 2500 Massachusetts Avenue, Cambridge, Massachusetts, ("Grantor") in consideration of \$4,500,000.00, hereby grant to MOUNT AUBURN PROFESSIONAL SERVICES, INC., a Massachusetts corporation having an address at c/o Mount Auburn Hospital, 330 Mount Auburn Street, Cambridge, Massachusetts, 02138, with QUITCLAIM COVENANTS, that certain parcel of land with the buildings and improvements located thereon in Cambridge, Middlesex County, Massachusetts commonly known as 2500 Massachusetts Avenue and more particularly described as follows:

2500 Mass Ave Cambridge

Southeasterly	by Edmunds Street, seventy and 65/100 feet;
Southwesterly	by lot 12B as shown on plan hereinafter mentioned, one hundred eleven and 78/100 feet;
Northerly	by lands now or formerly of Francis R. Henderson and of Lorenz Fischer, one hundred seven and 72/100 feet; and
Northeasterly	by Massachusetts Avenue, one hundred eighty-eight and 68/100 feet.

Said parcel is shown as lot 12A on said plan (Plan No. 987D).

All of said boundaries are determined by the Land Court to be located as shown on a subdivision plan, as approved by the Land Court, filed in the Land Registration Office, a copy of which is filed in the Middlesex South Registry District of the Land Court in Registration Book 439, Page 429, with Certificate of Title No. 65842.

Subject to and with the benefit of all leases, tenancies, easements, restrictions, governmental decisions, rights and agreements of record, insofar as in force and applicable.

For grantor's title, see Certificate of Title No. 215420, filed with the Middlesex South Registry District of the Land Court, in Book 1207, Page 70.

The Grantor certifies it is a 501(c) corporation and is exempt from federal income taxes. Grantor has filed evidence of this exemption with the Massachusetts Department of Revenue. As such, Grantor is exempt from corporate excise taxes.

The Grantor certifies that it is a public charity, as defined by M.G.L. Ch. 180 and that the corporation provided notice of this sale to the Attorney General not less than thirty (30) days prior to such sale.

Core
OK as
to assets



2013 01846981
Bk: 1438 Pg: 40 Cert#: 254443
Doc: DEED 07/16/2013 10:45 AM

4826-8548-4819 2

215420

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 07/16/2013 10:45 AM
Ctrl# 1893903703 Doc# 01846981
Fee: \$20,520.00 Cons: \$4,500,000.00

OK
48

Executed under seal and under the pains and penalty of perjury this 11 day of July 2013.

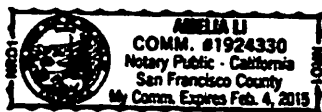
MARINO CENTER FOR INTEGRATIVE
HEALTH, INC.

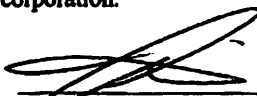
By: 
Lorraine Marino, President

STATE OF CALIFORNIA

SAN FRANCISCO, ss

On this 11 day of July 2013, before me, the undersigned notary public, personally appeared Lorraine Marino, President of Marino Center for Integrative Health, Inc., proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as her free act and deed on behalf of said corporation and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief on behalf of said corporation.



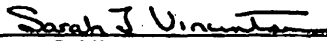

Notary Public
My Commission Expires: 2/4/2015

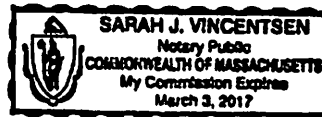
MARINO CENTER FOR INTEGRATIVE
HEALTH, INC.

By: 
Douglas Farrington, Treasurer

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 15th day of July 2013, before me, the undersigned notary public,
personally appeared Douglas Farrington, Treasurer of Marino Center for Integrative Health, Inc.,
proved to me through satisfactory evidence of identification, to be the person whose name is
signed on the preceding or attached document, and acknowledged to me that he signed it
voluntarily for its stated purpose as his free act and deed on behalf of said corporation and who
swore or affirmed to me that the contents of the document are truthful and accurate to the best of
his knowledge and belief on behalf of said corporation.


Notary Public
My Commission Expires:



DOCUMENT 01646981

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Jul 16, 2013 at 10:45A

Document Fee:	125.00
Receipt Total:	\$20,720.00

NEW: CERT 254443 BK 01438 PG 40

ULD: CERT 215420 BK 1207 PG 70

11/14/06
EAS

Prepared by:
Robert W. Mouton
Locke Liddell & Sapp LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: #90924.00865

Record and Return to:
Kathryn Thompson
LTIC/Commercial Secured Party Solutions
9011 Arboretum Parkway, Suite 300
Richmond, VA 23236
Phone: 1.866.552.0129
Fax: 1.804.267.2330
File: #10813587
Unison Site: 313962

ROOFTOP EASEMENT AND ASSIGNMENT AGREEMENT

THIS ROOFTOP EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 1st day of December, 2006 ("Effective Date"), by and between The Marino Foundation for Integrative Medicine, Inc., a Massachusetts not for profit corporation, whose address is 2500 Massachusetts Avenue, Cambridge, Massachusetts 02140 ("Site Owner") and T1 Unison Site Management, L.L.C., a Delaware limited liability company, 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain building and real property ("Property") located in the City of Cambridge, and County of Middlesex, State of Massachusetts, having a street address of 2500 Massachusetts Avenue, Cambridge, Massachusetts 02140 and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner agrees to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

- (1) an exclusive easement for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of antennas, cabinets and related facilities present on

the Property pursuant to the Existing Agreement (collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements"), and such activities and uses necessary to comply with the obligations and rights under section 14 for a Replacement Customer, in, to, under and over the interior and rooftop portions of the Property substantially as shown and described on Exhibit B-1 ("Communication Easement"), together with the right in favor of Unison and its Customers (as defined herein below) to enter the Property and access the easements described below at any time without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the foregoing activities and uses. The grant herein is exclusive for the purpose described above and does not limit the Site Owner's use and enjoyment of such areas for any and all purposes, other than for the transmission of wireless communication signals. Unison's use as described above shall not include wireless communication for the sole benefit of the building and its residential tenants, and shall not include internet services, cable television, satellite television and/or similar services Site Owner provides solely for the building and its tenants, and not for the public at large. Unison agrees that Site Owner may change the location of the Communication Easement at Site Owner's cost if, in the opinion of the Site Owner, such relocation would enhance the overall utility and development potential of the Property. Such relocation shall be conditioned, however, upon the Site Owner obtaining the prior written approval from the Unison's lessees and tenants to such relocation; and provided further, that such relocation shall be by an exchange of substantially equivalent property on the Property; and

- (2) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and described on Exhibit B-2 ("Access and Utility Easements"; Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement, the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses. Unison agrees that Site Owner may change the location of the Access and Utility Easements at Site Owner's cost if, in the opinion of the Site Owner, such relocation would enhance the overall utility and development potential of the Property. Such relocation shall be conditioned, however, upon the Site Owner obtaining the prior written approval from the Unison's lessees and tenants to such relocation; and provided further, that such relocation shall provide Unison functionally equivalent access to the Communication Easement; and
- (3) a non-exclusive easement in, to, under and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations in the building as is necessary to install wiring, electronic equipment and other personal property to support and maintain the Facilities.

- (b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation all rents and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes only the obligations and liabilities of Site Owner under the Existing Agreements accruing on or after the Effective Date. Notwithstanding the foregoing assumption by Unison, Site Owner covenants and agrees that Site Owner shall continue to comply with all obligations of the lessor under the Existing Agreements which relate to the ownership, operation and use of the Property and the building located thereon. The Parties hereby acknowledge that the existing equipment owned by the Customer under the Existing Agreement is personal property and is not to be deemed to be part of the realty under any circumstances. The removal of the such shall be governed by the terms of the Existing

Agreement. Notwithstanding anything herein to the contrary contained, other than Unison, there are no rights of use of access granted to any party other than as exist under the terms and conditions of the Existing Agreement and any Replacement Customer agreement as permitted under section 14 below.

3. Use of Easements. Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers") for telecommunication purposes.. To the extent set forth in the Existing Agreement, the exercise of any rights under the Existing Agreement cannot interfere with the Site Owner's use of the Property. As it pertains to all other rights pursuant to this Agreement, Unison hereby acknowledges Site Owner's use of the property as a health center and agrees not to unreasonably interfere with such use,

4. Term. This Agreement and the Easements shall be for a twenty (20) year term commencing on the Effective Date.

5. Termination. In the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed abandoned. Unison may abandon the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Unless otherwise provided in this paragraph, other limited use of the Easements by Unison or Customers shall not be deemed a surrender or abandonment of the Easements nor prevent Unison from benefiting from the full use and enjoyment of the Easements. This Agreement may not be terminated by Site Owner. Upon abandonment, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements.

6. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. Such construction for Existing Agreements shall be in compliance with the terms under that agreement. As for Additional Customers, such construction shall be in compliance with the laws, statutes and regulations, then in force and effect, by licensed and insured contractors, after notice to the Site Owner, with such construction not to be unreasonably prohibited, delayed or conditioned. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property, as not to interfere with Site Owner's operations, without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner agrees to cooperate with Unison in obtaining, at Unison's expense, all licenses and permits required for Unison's use of the Easements and Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison, in the name of Site Owner or Unison, as necessary to comply with applicable laws, statutes or regulations. Unison shall provide notice to Site Owner of such applications.

7. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments (the "Taxes") attributable to the Property, this Agreement, and the Easements regardless of the party to whom such Taxes are billed. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison. Unison shall include tax pass through provisions in future leases made by and between Unison and the Additional Customers on the Property, to pass through to the tenant real property tax increases resulting from new tenant improvements and all personal property taxes attributable to tenant improvements. Unison shall use commercially reasonable efforts to

enforce and collect such taxes and remit any amounts collected for the taxes to the Site Owner. In the event such taxes attributable to new tenant improvements and/or personal property is separately assessed and billed directly to the new tenant by the taxing authority, the Parties hereby agree that the Site Owner shall not be obligated to pay such taxes.

8. Representations of Site Owner. Site Owner represents, warrants and agrees that: (i) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (ii) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the portion of Property subject to the Communication Easement as of the Effective Date, (iii) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (iv) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; and (v) Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of the building located at the Property, and Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly or indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party. Notwithstanding the foregoing, or any provision to the contrary set forth herein, Unison shall have no liability or obligation whatsoever to maintain or repair the roof areas upon which the Communication Easement is located, except damage caused by Unison, its agents, servants or employees.

11. Insurance. Unison shall carry and maintain commercial general liability insurance against bodily injury and property damage written with companies having a Best's rating of A- or better. Coverage shall be written on an occurrence form equivalent or better than the occurrence form (CG0001) as published by the ISO with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) each occurrence and Five Million and No/100 Dollars (\$5,000,000.00) general aggregate. The policy shall name Site Owner as an additional insured with respect to liability arising out of Unison's operations, equipment and property located on the Property. Certificates of insurance showing Site Owner as additional insured, premiums prepaid, shall be deposited with Site Owner and shall contain provision for thirty (30) days notice to Site Owner prior to any cancellation or non-renewal except for ten (10) days notice for non-payment of premium. Additionally, Unison shall require Additional Customers, its vendors and contractors to carry insurance and name the Site Owner as an additional insured. Site Owner shall obtain the same or comparable type of insurance, and as for Site Owner's use and operation of the Property, Site Owner shall name Unison as an additional insured with respect to liability arising out of Site Owner's operations, equipment and property located on the Property. Certificates of insurance showing Unison as additional insured, premiums prepaid, shall be deposited

with Unison and shall contain provision for thirty (30) days notice to Unison prior to any cancellation or non-renewal except for ten (10) days notice for non-payment of premium.

12. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement by Unison shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Site Owner shall terminate this Agreement for any reason, Site Owner will notify Secured Parties promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest; however, the Secured Party shall enforce obligations of the Customers under their respective agreements as to repairs, maintenance and interference. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

13. Estoppel Certificate. Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party, or the party designated by requesting party, a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to Site Owner by Unison, and (iv) any other information reasonably requested concerning this Agreement.

14. Replacement Customer. Since the Existing Agreement maybe terminated, it is the intent of the Parties that Unison encourage to the Property a replacement Customer ("Replacement Customer") throughout and after the term hereof, but not to exceed twenty (20) years beyond the Term. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to negotiate and consummate a replacement lease, license and/or other agreement of use with a Customer having a duration beyond the term of this Agreement but not to exceed twenty (20) years beyond the Term; provided that, at any given time, there shall not be more than one Customer with rights to the Property. Unison hereby agrees to include relocation language commercially similar to the relocation language set forth in paragraphs 1(a)1 and 1(a)2 of this Agreement in agreements with Additional Customers. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner shall be bound by such agreements throughout and after the termination of this Agreement for any reason but not to exceed twenty (20) years beyond the Term. Upon the natural termination of the Term of this Agreement or the termination as set forth in section five above, Unison rights, title and interest in and to the Existing Agreement or any Replacement Customer Agreement shall automatically assign to the Site Owner. Such assignment shall include any and all rights of Unison thereunder after the date of termination, including the right to receive rental payments and enforce tenant obligations therein. The Replacement Customer shall be obligated not to interfere with building operations of the Site Owner. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Site Owner shall, prior to granting or transferring any license, lease or real property interest in all or any part of the Property for the purpose of locating communications towers, antennas or equipment thereon, notify Unison of the price and terms offered by or to a third party with a copy of the offer by or to the third party. Unison shall have the right of first refusal to acquire the license, lease or real property interest being transferred by Site Owner on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed). Unison shall give Site Owner notice of its intention to acquire the same within twenty (20) days of receipt of Site Owner's notice. If Unison gives no such notice of its intention to acquire the rights, Site Owner may transfer the rights to the third party on the stated terms and price, as long as such grant or transfer is made subject to the terms of this Agreement. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser. The right of first refusal granted herein is a continuing right in favor of Unison over the entire Property, and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Unison shall include an obligation in a Replacement Customers'

agreement to repair damage due to their construction, maintenance and/or use of the Communication Easement. Additionally, the replacement Customers' installations shall be in compliance with applicable laws, statutes or regulations, then in force and effect, and be performed by licensed and insured contractors. Unison shall include equipment removal language commercially similar to the equipment removal language set forth in the Existing Agreement. Notwithstanding anything herein to the contrary contained, other than Unison, the only permitted user other than the Customer under the Existing Agreement is a Replacement Customer under terms and conditions commercially similar to those set forth therein.

15. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the Easements, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

16. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties, and their respective successors, heirs and assigns.

17. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner, and shall in no event exceed the amount of consideration paid by Unison for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by Unison.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force

and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

20. Roof Maintenance and Access. Site Owner agrees to be solely responsible for maintenance of the Property and roof of the Property. Site Owner agrees to provide Unison and its Customers access to and from the Communication Easement and all other space in the building consistent with the grant of Easement set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

SITE OWNER:

THE MARINO FOUNDATION FOR
INTEGRATIVE MEDICINE, INC.,
A Massachusetts not for profit corporation

By: [Signature]
Name: Robert + De Noble
Title: CEO/President

Address: 2500 Massachusetts Avenue
City: Cambridge
State: Massachusetts
Zip: 02140
Tel: 617-661-6225
Fax: 617-497-2008

Commonwealth of Massachusetts)

County of _____)

On this 1 day of December, 2006, before me, Daniel J Guarini the undersigned Notary Public, personally appeared Robert De Noble, proved to me through satisfactory evidence of identity, which was/were License, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(s)

_____ as partner(s) for _____, a partnership.

XX as _____ for The Marino Foundation for Integrative Medicine, Inc., a Massachusetts not for profit corporation.

_____ as attorney in fact for _____, the principal.

_____ as _____, a/the _____

[Signature]
Signature of Notary Public
Daniel J Guarini
Printed name of Notary

My Commission Expires _____

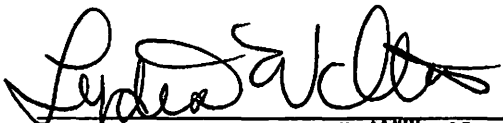
Place Notary Seal and/or Stamp Above

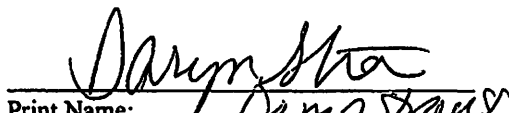


DANIEL J. GUARINI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 28, 2012


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:


Print Name: Lydia Williams


Print Name: Daryn Strauss

T1 UNISON SITE MANAGEMENT, L.L.C.,
a Delaware limited liability company

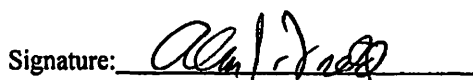
By: 
Name: James R. Holmes
Title: Vice-President-Secretary

Address: 92 Thomas Johnson Drive, Suite 130
City: Frederick
State: Maryland
Zip: 21702
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 30th day of November in the year of 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Vice President/Secretary of T1 Unison Site Management, L.L.C., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 
My Commission Expires: _____
Commission Number: _____

ALAN J. FIELD
NOTARY PUBLIC, State of New York
No. 02FI6140612
Qualified in New York County
Commission Expires 01/30/2010

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land with the building and improvements located thereon in Cambridge, Middlesex County, Massachusetts commonly known as 2500 Massachusetts Avenue and more particularly described as follows:

Southeasterly by Edmunds Street, seventy and 65/100 feet;

Southwesterly by lot 12B as shown on plat hereinafter mentioned, one hundred eleven and 78/100 feet;

Northerly by lands now or formerly of Francis R. Henderson and of Lorenz Fischer, one hundred seven and 72/100 feet; and

Northeasterly by Massachusetts Avenue, One hundred eighty-eight and 68/100 feet.

Said parcel is shown as lot 12A on said plan, (Plan No. 987D).

AND BEING the same property conveyed to The Marino Foundation for Integrative Medicine, Inc. a Massachusetts not for profit corporation from Modern Continental Enterprises, Inc., a Massachusetts corporation by Quit Claim Deed dated June 30, 1999, and recorded June 30, 1999 in Instrument No. 111587.

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

The entire roof of the building located on the Property described in Exhibit "A" herein (the "Building") and the roof and walls of the existing penthouses, including the concrete screen walls, the stairwell roof and the exterior of the top floor of the stairwell.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner: The Marino Foundation for Integrative Medicine, Inc

By: 

Name: Robert De Noble

Title: CFO / President

Date: 12/1/2006

T1 Unison Site Management, L.L.C.

By: _____

Name: James R. Holmes

Title: Vice President-Secretary

Date: 11/30/2006

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

The entire roof of the building located on the Property described in Exhibit "A" herein (the "Building") and the roof and walls of the existing penthouses, including the concrete screen walls, the stairwell roof and the exterior of the top floor of the stairwell.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner: The Marino Foundation for Integrative Medicine, Inc.

By: _____
Name: _____
Title: _____
Date: _____

T1 Unison Site Management, L.L.C.


By:  _____
Name: James R. Holmes
Title: Vice President-Secretary
Date: 11/30/2006

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and the portion of the Property substantially described as follows:

Access Easement:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to Massachusetts Avenue (hereinafter the "Access Easement").

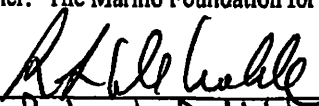
Utility Easement:

A non-exclusive easement in, to, under and over portions of the Property for ingress and egress to the Communication Easement, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations inside or outside the building as is necessary to install wiring, electronic equipment and other personal property, and to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Access Easement and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that this legal description and drawing may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof

Agreed and Approved:

Site Owner: The Marino Foundation for Integrative Medicine, Inc.

By: 
Name: Robert DeNoble
Title: CEO / President
Date: _____

T1 Unison Site Management, L.L.C.

By: _____
Name: James R Holmes
Title: Vice President-Secretary
Date: 11/30/2006

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and the portion of the Property substantially described as follows:

Access Easement:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to Massachusetts Avenue (hereinafter the "Access Easement").

Utility Easement:

A non-exclusive easement in, to, under and over portions of the Property for ingress and egress to the Communication Easement, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations inside or outside the building as is necessary to install wiring, electronic equipment and other personal property, and to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Access Easement and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that this legal description and drawing may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner: The Marino Foundation for Integrative Medicine, Inc.

By: _____
Name: _____
Title: _____
Date: _____

T1 Unison Site Management, L.L.C.


By:  _____
Name: James R. Holmes
Title: Vice President-Secretary
Date: 11/30/2006

EXHIBIT C


EXISTING AGREEMENTS

Site Owners assign and transfer to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owners under any Existing Agreements, including, without limitation, the following:

That certain Standard Communications Site Lease Agreement by and between Modern Continental Enterprises, Inc., a Massachusetts corporation, as Lessor, and Omnipoint communications Enterprises, Inc., a Delaware corporation, as Lessee, dated August 14, 1997

Read, Agreed and Approved:

Site Owner: The Marino Foundation for Integrative Medicine, Inc.

By: 
Name: Robert DeNoble
Title: CEO / President
Date: 12/1/2006

T1 Unison Site Management, L.L.C.

By: _____
Name: James R. Holmes
Title: Vice President-Secretary
Date: 11/30/2006

EXHIBIT C

EXISTING AGREEMENTS

Site Owners assign and transfer to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owners under any Existing Agreements, including, without limitation, the following:

That certain Standard Communications Site Lease Agreement by and between Modern Continental Enterprises, Inc., a Massachusetts corporation, as Lessor, and Omnipoint communications Enterprises, Inc., a Delaware corporation, as Lessee, dated August 14, 1997.

Read, Agreed and Approved:

Site Owner: The Marino Foundation for Integrative Medicine, Inc.

By: _____
Name: _____
Title: _____
Date: _____

T1 Unison Site Management, L.L.C.


By: 
Name: James R. Holmes
Title: Vice President-Secretary
Date: 11/30/2006

EXHIBIT D

TITLE ENCUMBRANCES

That certain Mortgage and security Agreement by The Marino Foundation for Integrative Medicine, Inc., a Massachusetts not-for-profit corporation in favor of Sovereign Bank to secure indebtedness in the amount of \$2,328,357.00, dated June 15, 2001 and recorded July 18, 2001, Official Records of Middlesex County, Massachusetts, at Instrument No. 1177513, for which a Non-Disturbance Agreement has been executed in favor of Unison and recorded in the Official Records of Cambridge County, Massachusetts, under Instrument No.

_____.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "T1 UNISON SITE MANAGEMENT LLC", CHANGING ITS NAME FROM "T1 UNISON SITE MANAGEMENT LLC" TO "T1 GS CELL SITE MANAGEMENT LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF JUNE, A.D. 2007, AT 7:24 O'CLOCK P.M.



4204397 8100

070700966

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5752767

DATE: 06-13-07

**AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
T1 UNISON SITE MANAGEMENT LLC**

This Amended and Restated Certificate of Formation of T1 Unison Site Management LLC (the "LLC"), dated June 12, 2007, has been duly executed and is being filed by GS Cell Site Holding LLC, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for purposes of changing its name from T1 Unison Site Management LLC to T1 GS Cell Site Management LLC and otherwise restating the original Certificate of Formation of T1 Unison Site Management LLC, which was filed on August 11, 2006 with the Secretary of State of the State of Delaware (the "Certificate") to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101, et seq.).

The Certificate is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the LLC formed hereby is:

T1 GS Cell Site Management LLC

SECOND: The address of the registered office of the LLC in the State of Delaware is:

Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware are:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

GS Cell Site Holding LLC,
an Authorized Person

By: 
Name: Renee Beaumont
Title: Authorized Signatory

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:24 PM 06/12/2007
FILED 07:24 PM 06/12/2007
SRV 070700966 - 4204397 FILE

Delaware

PAGE 1

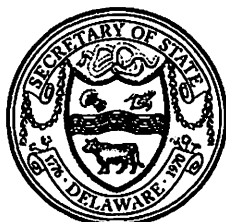
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "T1 GS CELL SITE MANAGEMENT LLC", CHANGING ITS NAME FROM "T1 GS CELL SITE MANAGEMENT LLC" TO "GLP CELL SITE I, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF SEPTEMBER, A.D. 2011, AT 5:32 O'CLOCK P.M.

4204397 8100

111017613

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9037642

DATE: 09-19-11

**AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
T1 GS CELL SITE MANAGEMENT LLC
(formerly known as T1 Unison Site Management LLC)**

THIS Amended and Restated Certificate of Formation of T1 GS Cell Site Management LLC (the "LLC"), dated as of September 19, 2011, has been duly executed and is being filed by an authorized person in accordance with the provisions of 6 Del. C. §18-208, to amend and restate the original Certificate of Formation of the LLC which was filed on August 11, 2006, with the Secretary of State of the State of Delaware, as heretofore amended (the "Certificate").

The Certificate is hereby amended and restated in its entirety to read as follows:

1. Name. The name of the limited liability company is GLP Cell Site I, LLC.
2. Registered Office. The address of the registered office of the LLC in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, County of Kent, Dover, Delaware 19901.
3. Registered Agent. The name and address of the registered agent for service of process on the LLC in the State of Delaware are National Corporate Research, Ltd., 615 South DuPont Highway, County of Kent, Dover, Delaware 19901.

[Signature page follows]

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:32 PM 09/19/2011
FILED 05:32 PM 09/19/2011
SRV 111017613 - 4204397 FILE

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

By: _____

Name: _____

Title: _____



Marc G. Ganzl

Chief Executive Officer

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS,

THIS ASSIGNMENT (this "Assignment") is made effective as of the 1st day of October, 2019, by and between GLP Cell Site I, LLC, a Delaware limited liability company, whose mailing address is 10 Presidential Way, Woburn, MA 01801 (the "Assignor"), to GTPI Holdco, LLC, a Delaware limited liability company, whose address is 10 Presidential Way, Woburn, MA 01801 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, convey, sell, assign, transfer, set over and deliver unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does, by its acceptance hereof, assume and accept all of the rights, obligations, title, and interests of said Assignor under, in and to any and all agreements encumbering, benefitting, and/or otherwise governing the sites listed on Schedule A attached hereto and by this reference made a part hereof, including, without limitation, any and all net profit agreements, leases, subleases, license agreements, management agreements, marketing agreements, access agreements, and other related agreements pertaining to such aforementioned sites, as applicable, together with all rights of ingress/egress, utilities placements or other rights related thereto or described therein (collectively, the "Occupancy Agreement"), with full rights of substitution and subrogation with respect to said Occupancy Agreement.

The parties hereto covenant and agree that, upon request of the other, each shall execute and deliver, in recordable format, such instruments and documents as are reasonably required to record this Assignment in the public records in the counties and parishes in which the applicable site(s) are located.

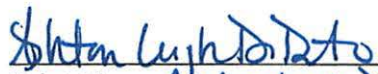
Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first set forth above.


WITNESSES:


Print Name: Gervys E. Perez


Print Name: Ashton Leigh Didenato

ASSIGNOR:

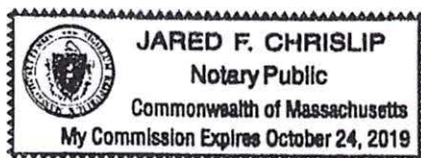
GLP Cell Site I, LLC,
a Delaware limited liability company

By: 
Name: Shawn Lanier
Title: Authorized Signatory

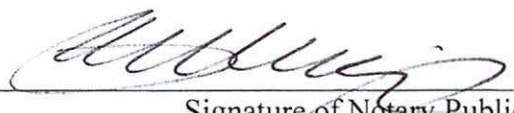
Address: 10 Presidential Way
City: Woburn
State: MA
Zip: 01801

Commonwealth of Massachusetts)
County of Middlesex)

On this 1st day of October, 2019, before me,
the undersigned Notary Public, personally appeared Shawn
Lanier, proved to me through satisfactory evidence of identity, which was/were
_____, to be the person(s) whose name(s)
is/are signed on the preceding or attached document, and acknowledged to me that he/she/they
signed it voluntarily for its stated purpose(.).



Place Notary Seal and/or Stamp Above


Signature of Notary Public
Jared F. Chrislip
Printed name of Notary

My Commission Expires 10/24/2019

IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:

Ashton Leigh DiDonato
Print Name: Ashton Leigh DiDonato

Genes E. Perez
Print Name: Genes E. Perez

ASSIGNEE:

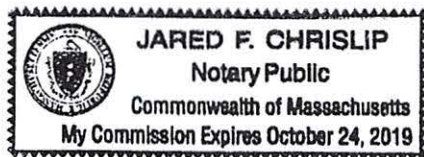
GTPI Holdco, LLC,
a Delaware limited liability company

By: [Signature]
Name: Shawn Lanier
Title: Authorized Signatory

Address: 10 Presidential Way
City: Woburn
State: MA
Zip: 01801

Commonwealth of Massachusetts)
County of Middlesex)

On this 1st day of October, 2019, before me, the undersigned Notary Public, personally appeared Shawn Lanier, proved to me through satisfactory evidence of identity, which was/were _____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.).



Place Notary Seal and/or Stamp Above

[Signature]
Signature of Notary Public
Jared F. Chrislip
Printed name of Notary
My Commission Expires 10/24/2019

Schedule A

Tower Number	Tower Name
397116	Greenwood Lodge
397114	Demco Cirtaut
396726	Maple Professional Park
394086	CRM
393959	Authority of the Borough
393958	Wagner
393810	Parinet
393809	Nelson
393082	Ronk Brothers Properties
392597	Maguire
392395	Conifer Irondequoit Associates
392393	Mallouk
392390	15 Matthews Street Associates
392384	RSP Holding Corp
392378	10638 MGMT CORP
392371	Martinaj Realty
392365	Unithree Investment 2
392364	Unithree Investment 1
392359	Ovington Tenants Corp
392353	Hudson Portfolio
392333	City Tree Properties
392331	65 61 Saunders Street Associates
392330	Country Village Towers
392326	Dorchester Tower Associates
392321	46 East 91 st Street Associates
392320	Riverside Associates
392319	3950 Blackstone Associates
392314	Center City Plaza
392313	Executive House Owners
392301	Renaissance Properties
392300	350 Central Park West Associates
391176	1713 Palisade Avenue
391172	Ortega
391166	Noll Apartments
391157	Sherwood Towers Associates
390609	First Church Congregational
390595	Traficante

388846	First Congregational Society
388831	First Congregational Church
388616	Lawrence Associates
388615	New Boston Food Market
388614	Roxbury Mt Pleasant
388612	Belizaire
388610	Charles Square Realty Trust
388609	Contrado
388608	Lilien Realty
388605	Marino Foundation
388594	Crittenton Woman's Union
388590	American Heart Association
386592	1585 N Barrington Condo Assoc
386591	Great Lakes Trust Company
386588	Amalgamated Bank Of Chicago
386587	Win Four
385599	Rohrig Investments
384853	M E D Of Miami
384838	Residences at City Place
384836	First Union Mortgage Funding
383623	RKR Realty
383621	Cartright Towers Condominium
383619	Housing Authority
383611	Flatley Family Trust
383500	Kerr
381642	South Coast Associates
381640	M and D Hudson 1
381639	Peter Grimm Properties
381636	Salas
381630	Temple Beth El and Center
381628	Islam
381627	Los Angeles Christian Center

July 15, 2022

City of Cambridge
Board of Zoning Appeals
831 Massachusetts Avenue
Cambridge, MA 02139

Re:	Eligible Facilities Request pursuant to Section 6409 of the Spectrum Act and an Application for Special Permit, in the Alternative
Property Address:	2500 Massachusetts Ave., Cambridge, MA 02140
Applicant:	Assessor's Map 189, lot 93 (the " Property ") T-Mobile Northeast, LLC (" Applicant ")

Dear Honorable Members of the Board of Zoning Appeals:

This firm represents T-Mobile Northeast LLC in connection with an application for a special permit from the City of Cambridge Board of Zoning Appeals (the "**Board**"), to modify an existing wireless communications facility on the Property. The Property is located in the Business A-2 District (the "BA-2"). To the extent that the Board determines that the requirements of Article 4 Section 4.32G.1 of the City of Cambridge Zoning Ordinance (the "**Ordinance**") apply, the use of the Property for a wireless telecommunications facility is permitted by special permit from the Board¹. The Applicant's proposal satisfies the requirements for the grant of a special permit pursuant to Section 10-43 of the Ordinance.

The Applicant's Proposed Facility (as defined herein) is subject to Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, more commonly known as the "Spectrum Act" (47 U.S.C. § 1455). As such, we respectfully submit that in the event that the Board determines that the application does not comply with the Spectrum Act, the Applicant hereby states that the special permit requirements set forth in the Ordinance are hereby met by the Applicant, and that relief must be granted to the Applicant. The compliance with the Spectrum Act is shown on the

¹ Pursuant to Section 6409(a) of the Spectrum Act, state and local governments "may not deny and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." As such, the Applicant submits that they need not apply for a special permit from the board. To the extent that this Board determines that the Applicants' proposed wireless facility must comply with special permit requirements set forth in Section 10-43 of the Ordinance, the Applicants submit that they have complied with said requirements, without waiving the argument that such relief is not required.

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Eligible Facilities Request permit application form attached hereto and incorporated herein by reference (the “**EFR**”).

The Applicant seeks to modify its existing wireless communications facility by adding three 930 panel antennas and adding three (3) Remote Radio Units (“**RRUs**”) to its existing antenna arrays currently installed on the Building. The Applicant also proposes to replace one (1) equipment cabinet with two (2) smaller cabinets, and replace existing wall mounts, as well as modifying existing ancillary equipment (the “**Proposed Facility**”). The new panel antennas, RRUs and new cabinets will be installed in similar locations as the existing antennas and cabinets, and the new antennas will be painted to match the color of the Building. The Applicant’s Proposed Facility is described in more detail bellow and is shown on the Plans attached hereto and incorporated herein by reference (the “**Plans**”).

I. Background

The Applicant is licensed by the Federal Communications Commission (the “**FCC**”) to construct and operate a wireless telecommunications network in various markets throughout the country, including the Commonwealth of Massachusetts and in particular in the City of Cambridge. A copy of the Applicant’s FCC license is attached hereto. The Applicant is in the process of designing and constructing a telecommunications system to serve all of the Commonwealth of Massachusetts. One of the key design objectives of its systems is to provide seamless coverage. Such a system requires a grid of radio transmitting and receiving links located approximately .5 to 2 miles apart, depending on the location of existing and proposed installations in the surrounding area, the existing use of the network and the existing topography. The radio transmitting and receiving facilities operate on a line-of-sight basis, requiring a clear path from the facility to the user on the ground. This dynamic requires the antennas to be located in a location where the signal is not obstructed or degraded by other buildings or by topographical features such as hills.

II. Project Description

The Applicant’s existing Facility consists of three (3) sectors (Alpha, Beta and Gamma) with each sector having two (2) panel antennas, and two (2) RRUs each. The Alpha and Gama antennas and RRU are façade mounted on the Building’s penthouse and painted to match the color of the Building. The antennas associated with the Beta sector are concealed by a Fiberglass Reinforced Polymer (“**FRP**”) screen wall, which blends in with the existing building facade and is out of view to the public. As noted above, the Applicant proposes to modify its existing Facility currently operating on the Building by relocating adding three (3) new like kind panel antennas and by adding three (3) new like kind RRUs. The Applicant also proposes to replace one (1)

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equipment cabinet with two (2) smaller cabinets, and replace existing wall mounts, as well as modifying existing ancillary equipment. The Beta Sector will continue to be concealed behind the existing FRP screen wall, and the new panel antennas, RRUs and new cabinets will be installed in similar locations as the existing antennas and cabinets, and the new antennas will be painted to match the color of the Building. Consequently, the visual change to the Applicant's existing facility will be de minimus.

The Applicant's proposal is consistent with the previous decisions of the Board for this facility, dated October 11, 2012 (Case No. 10334) (the "**Decision**") and a second decision dated December 16, 2016 (Case No. 011658-2016) (the "**2nd Decision**" and together with the Decision shall hereafter be referred to as the "**Decisions**").

After installation, the Proposed Facility will be unmanned and will only require twice a month maintenance visits. The only utilities required to operate this Proposed Facility are standard 120-volt electrical power as well as telephone services. These are presently in place at the Property. The Proposed Facility will comply with all local, state and federal codes.

III. Legal Arguments

A. The Applicant complies with the Wireless Communications provisions set forth in Section 4.32(g), footnote 49 of the Ordinance

Pursuant to Section 4.32(g) of the Ordinance, the Applicant's proposed use for a wireless communications facility in the BA-2 District is permitted by special permit. The Applicant's Proposed Facility further complies with the provisions set forth in Section 4.32(g), footnote 49 of the Ordinance:

- 1. The Board of Zoning Appeal shall consider the scope of or limitations imposed by any license secured from any state or federal agency having jurisdiction over such matters.**

Enclosed herewith is the Applicant's FCC license. The Applicant meets all requirements imposed by governmental authorities having jurisdiction over the Proposed Facility, including by the FCC, to provide wireless communications in this market area.

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The intent of the U.S. Congress, when it enacted the Telecommunications Act of 1996 (“TCA”) was to institute a framework to promote competition and innovation within the telecommunications industry. Under its license from the FCC, T-Mobile is obligated to provide a reliable “product” (i.e. wireless communications service) to the population of the City of Cambridge. Likewise, consumer expectations for increasingly robust and reliable service requires competing service providers (including T-Mobile) to identify and remedy existing gaps in reliable network coverage, or gaps that result from increasing subscriber voice and data traffic beyond the limits of existing network infrastructure. A carrier’s failure to remedy network gaps in a timely fashion can result in a significant loss of subscribers to competing telecommunications carriers. As demonstrated in the Affidavit of Radio Frequency Expert provided by the Applicant and attached hereto, the Proposed Facility and corresponding relief requested are necessary to remedy a gap in reliable service coverage within T-Mobile’s existing network infrastructure.

T-Mobile investigated alternative sites in and around the defined geographic area within which its engineers determined that a facility must be located to fill the gap in service coverage and to function effectively within its network of existing and planned facilities. This is an existing location that is being upgraded with new technology to provide the necessary coverage to the subject area of the City of Cambridge. Therefore, the Proposed Facility in the BA-2 District is necessary to close the coverage gap that is illustrated on the propagation maps submitted herewith. Consequently, T-Mobile is unable to close a gap in its wireless network without obtaining the requested relief under Section 6409 of the Spectrum act or a Special Permit to modify its existing wireless facility in the BA-2 District.

Furthermore, Section 6409(a) of the Spectrum Act mandates that state and local governments “*may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.*” Under Section 6409(a)(2)(A)-(C) an Eligible Facilities Request is any request to modify a Tower or Base Station that involves “collocations of new Transmission Equipment,” “removal,” or “replacement” of Transmission Equipment.

Because federal law now preempts many of the permit application requirements that this jurisdiction would previously have required from an Applicant, we have provided, on the attached EFR, only the information that federal law allows this jurisdiction to consider when reviewing an EFR. As such, we submit that the Wireless Communications set forth in Section 4.32(g), footnote 49 of the Ordinance, provisions are not applicable to Proposed Facility and relief must be granted pursuant to Section 6409(a) of the Spectrum Act.

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2. **The Board of Zoning Appeal shall consider the extent to which the visual impact of the various elements of the proposed facility is minimized: (1) through the use of existing mechanical elements on the building's roof or other features of the building as support and background, (2) through the use in materials that in texture and color blend with the materials to which the facilities are attached, or (3) other effective means to reduce the visual impact of the facility on the site.**

The Applicant's Proposed Facility will have no additional visual impact on the existing facility and Building. The Proposed Facility will be installed on the façade of the penthouse of the Building and within an existing screen wall, in conformity with the prior Decision.

As stated above, federal law now preempts many of the permit applications requirements that the Ordinance sets forth. To the extent that this Board determines that the Applicants' proposed wireless facility must comply with the Wireless Communications provisions set forth in Section 4.32(g), footnote 49 of the Ordinance, the Applicants submit that they have complied with said requirements, without waiving the argument that such relief is not required.

3. **Where it is proposed to erect such a facility in any residential zoning district, the extent to which there is a demonstrated public need for the facility at the proposed locations, the existence of alternative, functionally suitable sites in nonresidential locations, the character of the prevailing uses in the area, and the prevalence of other existing mechanical systems and equipment carried on or above the roof of nearby structures. The Board of Zoning Appeal shall grant a special permit to erect such a facility in a residential zoning district only upon a finding that nonresidential uses predominate in the vicinity of the proposed facility's location and that the telecommunications facility is not inconsistent with the character that does prevail in the surrounding neighborhood.**

The Proposed Facility is located in a nonresidential district. As such, the Applicant submits that nonresidential uses predominate in the area, and in keeping with the Decisions, respectfully requests that the Board find the same.

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B. The Applicant complies with the Special Permit Criteria set forth in Section 10-43 of the Ordinance²:

1. The requirements of the Ordinance can be met:

As provided above, the Applicant has met the requirements set forth in Section 4.32(g), footnote 49 of the Ordinance.

2. Traffic generated or patterns of access or egress would not cause congestion hazard, or substantial change in established neighborhood character for the following reasons:

The proposed installation will not obstruct existing rights-of-way or pedestrian access and will not change the daily conditions of access, egress, traffic, congestion hazard, or character of the neighborhood. The installation will not require the addition of any new parking or loading spaces. The use is passive and will not change the current conditions or appearance surrounding the Building. The facility will not produce any odors, fumes, noise or waste. There will be no need for water, sewer, or other municipal services.

As mentioned above, once modified, the facility will be unmanned and will only require infrequent visits by a technician, typically two times per month for routine diagnostics and/or maintenance, except in cases of emergency. These infrequent visits will not result in any material increase in traffic or disruption to patterns of access or egress that will cause congestion hazards or cause a substantial change in the established neighborhood character. The Applicant's maintenance personnel will make use of the existing access roads and parking at the Building.

3. The continued operation of or the development of adjacent uses as permitted in the Zoning Ordinance would not be adversely affected by the nature of the proposed use for the following reasons:

As described above and illustrated on the attached photograph simulations, the modification of the existing facility will produce a minimal change in the appearance

² Pursuant to Section 6409(a) of the Spectrum Act, state and local governments "may not deny and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." As such, the Applicant submits that they need not apply for a special permit from the board. To the extent that this Board determines that the Applicants' proposed wireless facility must comply with special permit requirements set forth in Section 10-43 of the Ordinance, the Applicants submit that they have complied with said requirements, without waiving the argument that such relief is not required.

of the Building. The modification of the existing facility will blend with the existing characteristics of the Building and the surrounding neighborhood. Moreover, the proposed installation will not generate any traffic, smoke, dust, heat, glare, discharge of noxious substances, nor will it pollute waterways or groundwater. Conversely, the surrounding properties and general public will benefit from the potential to enjoy improved wireless communication.

4. Nuisance or hazard would not be created to the detriment of the health, safety, and/or welfare of the occupant of the proposed use or the citizens of the City for the following reasons:

The operations of the proposed telecommunications facility will not adversely impact the health, safety, and the welfare of the residents of the City of Cambridge. On the contrary, the proposed use will benefit the City and promote the safety and welfare of its residents, businesses and drivers by providing reliable state-of-the-art digital wireless voice and data services. Further, the site will improve the reliability of emergency communications with the police and fire departments by eliminating dropped or blocked calls due to inadequate signal strength or insufficient network capacity to handle call volume, particularly important during emergency situations.

The Proposed Facility will comply with all federal, state and local safety requirements including the standards established by the FCC, Federal Aviation Administration (FAA), the American Standards Institute (ANSI), and the Massachusetts Department of Public Health (MDPH).

Accordingly, the Proposed Facility will not adversely impact the health, safety and/or welfare of the neighborhood or the residents of the City of Cambridge.

5. For other reasons, the proposed installation will not impair the integrity of the district or adjoining district or otherwise derogate from the intent or purpose of this ordinance for the following reasons:

The Proposed Facility is designed to blend with the existing characteristics of the Property, reducing any visual impacts to the surrounding area. Accordingly, the Proposed Facility's design results in a minimal impact on the underlying and adjacent zoning district and is consistent with the Ordinance's intention to allow for less intrusive wireless telecommunications facilities in all districts (other than Open Space), including the BA-2 District.

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As mentioned above, the proposed modifications to the existing installation will not generate any traffic, smoke, dust, heat, glare, discharge or noxious substances, nor will it pollute waterways or groundwater.

6. The new use of the building construction is consistent with the Urban Design Objective set for tin Section 19.30 of the Ordinance:

Not Applicable. The Applicant is not proposing to construct a new building or structure.

IV. Summary

The Applicant hereby requests that the Board determine that the City of Cambridge has the right to authorize the construction of the Proposed Facility through the issuance of a Building Permit, pursuant to Section 6409(a) of the Spectrum Act. Or, in the alternative, its proposed modifications to the existing telecommunications facility will not have any adverse effect on the neighborhood within which the Property is located in particular, and the City of Cambridge as a whole. The findings are made in view of the particular characteristics of the Property and of the Applicant's proposed siting and equipment, as detailed above. This Property is the most appropriate location for the installation and operation of the wireless communications facility.

For the foregoing reasons the Applicant respectfully requests that the Board grant the foregoing relief pursuant to Section 6409(a) of the Spectrum Act or, in the alternative, zoning relief in the form of a Special Permit and such other relief as the Board deems necessary to allow the installation and operation of the Applicant's Proposed Facility.

Sincerely,



Adam F. Braillard
Direct: 617-456-8153
Email: abraillard@princelobel.com

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July 18, 2022

Date: _____

BZA Application Form**DIMENSIONAL INFORMATION****Applicant:** T-Mobile Northeast LLC, for Mount Auburn Professional Services, Inc.**Present Use/Occupancy:** Office and Telecommunications**Location:** 2500 Massachusetts Ave., Cambridge, MA**Zone:** Business A-2 Zone**Phone:** 617-456-8153**Requested Use/Occupancy:** Telecommunications

		<u>Existing Conditions</u>	<u>Requested Conditions</u>	<u>Ordinance Requirements</u>	
<u>TOTAL GROSS FLOOR AREA:</u>		N/A	no change	N/A	(max.)
<u>LOT AREA:</u>		N/A	No Change	N/A	(min.)
<u>RATIO OF GROSS FLOOR AREA TO LOT AREA: ²</u>		N/A	No Change	N/A	
<u>LOT AREA OF EACH DWELLING UNIT</u>		N/A	No Change	N/A	
<u>SIZE OF LOT:</u>	WIDTH	N/A	No Change	N/A	
	DEPTH	N/A	No Change	N/A	
<u>SETBACKS IN FEET:</u>	FRONT	N/A	No Change	N/A	
	REAR	N/A	No Change	N/A	
	LEFT SIDE	N/A	No Change	N/A	
	RIGHT SIDE	N/A	No Change	N/A	
<u>SIZE OF BUILDING:</u>	HEIGHT	N/A	No Change	N/A	
	WIDTH	N/A	No Change	N/A	
<u>RATIO OF USABLE OPEN SPACE TO LOT AREA:</u>		N/A	No Change	N/A	
<u>NO. OF DWELLING UNITS:</u>		N/A	No Change	N/A	
<u>NO. OF PARKING SPACES:</u>		N/A	No Change	N/A	
<u>NO. OF LOADING AREAS:</u>		N/A	No Change	N/A	
<u>DISTANCE TO NEAREST BLDG. ON SAME LOT</u>		N/A	No Change	N/A	

Describe where applicable, other occupancies on the same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g; wood frame, concrete, brick, steel, etc.:


The proposed installation involves a modification of an existing Wireless Telecommunications Facility, more commonly referred to as a "collocation".

1. SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).
2. TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-0" IN HEIGHT AND ATTIC AREAS GREATER THAN 5') DIVIDED BY LOT AREA.
3. OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.

PROJECT INFORMATION

SITE NAME:	BO312/2500 MASS. AVE
SITE NUMBER:	4DE7312A
SITE ADDRESS:	2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140
COUNTY	MIDDLESEX
MUNICIPALITY:	CITY OF BOSTON
ZONING:	BA-2
LATITUDE:	N 42°23'56.33" (42.398980°) (NAD83)
LONGITUDE:	W 71°7'57.31" (-71.132587°) (NAD83)
TYPE OF SITE:	ROOFTOP
STRUCTURE HEIGHT:	40'-0" AGL
ANTENNA CENTER:	49'-0" AGL
GROUND ELEVATION:	13.77' (NAVD 88)
BUILDING OWNER NAME:	MOUNT AUBURN PROFESSIONAL SERVICES, INC.
BUILDING OWNER ADDRESS:	330 MOUTN AUBURN STREET CAMBRIDGE, MA 02138
APPLICANT:	T-MOBILE NORTHEAST, LLC. 15 COMMERCE WAY, SUITE B NORTON, MASSACHUSETTS 02766
APPLICANT PHONE:	(508) 286-2700
APPLICANT FAX:	(508) 286-2893

PROJECT DIRECTORY

ENGINEERING FIRM: CENTERLINE COMMUNICATIONS 750 WEST CENTER ST, SUITE 301 WEST BRIDGEWATER, MA 02379 DEREK CREASER (617) 306-3034
CARRIER: T-MOBILE NORTHEAST, LLC. 15 COMMERCE WAY, SUITE B NORTON, MA 02766 PHONE: (508) 286-2700 FAX: (508) 286-2893
<div> Know what's below. Call before you dig.</div>

T - Mobile
NORTHEAST LLC

SITE NAME:BO312/2500 MASS. AVE

SITE ID:4DE7312A

ADDRESS:2500 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02140

TECHNOLOGY: 67E02C OUTDOOR

MODIFICATION: L600_PHASE 3



VICINITY MAP
NOT TO SCALE





LOCATION MAP
NOT TO SCALE

GENERAL NOTES
1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF T-MOBILE. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSE OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE T-MOBILE REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
SCOPE OF WORK
1. RELOCATE 3 EXISTING ANTENNA 2. INSTALL THREE NEW ANTENNA 3. INSTALL FOURTEEN NEW SITE PRO 1 UNIVERSAL WALL MOUNTS 4. INSTALL ONE 6x8' EQUIPMENT CURB 5. REMOVE ONE RBS 2106 CABINET 6. INSTALL ONE NEW 6160 AC ENCLOSURE 7. INSTALL ONE NEW B160 BATTERY ENCLOSURE 8. INSTALL THREE NEW 6X12 HYBRID CABLE 9. REMOVE ALL UNUSED CABLES AND EQUIPMENT

DRAWING INDEX	
NO.	DESCRIPTION
T-1	TITLE SHEET
GN-1	GENERAL NOTES, RF NOTES, CABLING NOTES
A-1	ROOFTOP PLAN
A-2	EQUIPMENT LAYOUT
A-3	EQUIPMENT DETAILS
A-4	SOUTHWEST ELEVATION
A-5	ANTENNA PLAN & SCHEDULE
SN-1	STRUCTURAL NOTES & SPECIAL INSPECTIONS
S-1	ANTENNA & RRU MOUNTING DETAILS
S-2	EQUIPMENT CURB PLATFORM DETAILS
S-3	EQUIPMENT CURB PLATFORM DETAILS
G-1	GROUNDING & ONE LINE DIAGRAM
DRAWING SCALE NOTES:	
THESE DRAWINGS ARE FORMATTED TO BE FULL SIZE AT 22"x34". CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.	

T - Mobile
NORTHEAST LLC

T-MOBILE NORTHEAST, LLC.
15 COMMERCE WAY, SUITE B
NORTON, MA 02766
PHONE: (508) 286-2700
FAX: (508) 286-2893



750 W CENTER ST, SUITE 301
WEST BRIDGEWATER, MA 02379
PHONE: 781.713.4725

REVISIONS

1	12/08/21	CURB PLATFORM DETAILS	NT
0	10/05/21	ISSUED FOR CONSTRUCTION	SS
A	06/22/21	ISSUE FOR REVIEW	TRP
REV	DATE	DESCRIPTION	BY

DESIGNED BY:
TRP

APPROVED BY:
WRD



DATE: 12/08/21

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT. UNLESS EXPLICITLY AGREED TO BY THE ENGINEER IN WRITING, THE ENGINEER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS HEREIN.

SITE NAME:
BO312/2500 MASS. AVE

SITE ID:
4DE7312A

SITE ADDRESS:
2500 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02140
MIDDLESEX COUNTY

SHEET TITLE:
TITLE SHEET

DRAWING:
T-1

RF NOTES

1. ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY SUBCONTRACTOR

2. THE DESIGN IS BASED ON RF DATA SHEETS, SIGNED AND APPROVED.

3. RADIO SIGNAL CABLE AND RACEWAY SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC, NFPA 70), CHAPTER 8.

4. ALL SPECIFIED MATERIAL FOR EACH LOCATION (E.G. OUT DOORS-OCCUPIED, INDOORS-UNOCCUPIED, PLENUMS, RISER SHAFTS, ETC.) SHALL BE APPROVED, LISTED, OR LABELED AS REQUIRED BY THE NEC.

5. RADIO SIGNAL CABLE SHALL BE SUPPORTED AT MINIMUM OF EVERY THREE (3) FEET EXCEPT INSIDE MONOPOLES OR MONOPOLES WHERE CABLE AND CONNECTOR MANUFACTURERS SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED. MANUFACTURER RECOMMENDATION CABLES SUPPORT ACCESSORIES SHALL BE USED.

6. THE OUTDOOR CABLE SUPPORT SYSTEM SHALL BE PROVIDED WITH AN ICE SHIELD TO SUPPORT AND PROTECT ANTENNA CABLE RUNS.

7. DRIP LOOPS SHALL BE REQUIRED ON ALL OUTSIDE CABLES. CABLES SHALL BE SLOPED AWAY FROM BUILDING OR OUTDOOR BTS CABINETS TO PREVENT WATER FROM ENTERING THROUGH THE COAXIAL CABLE PORT.

8. ALL FEEDER LINE AND JUMPER CONNECTORS SHALL BE 7/16 DIN CABLE CONNECTORS THAT MEET IP68 STANDARDS.

9. 7/16 DIN CONNECTORS REQUIRE NO ADDITIONAL WEATHER PROOFING IN INDOOR APPLICATIONS IF INSTALLED AND TORQUED PROPERLY. IN OUTDOOR APPLICATIONS WEATHER PROOFING IS REQUIRED AND THE FOLLOWING PROCEDURE SHOULD BE FOLLOWED.

10. USING WEATHERPROOFING KIT APPROVED BY CABLE MANUFACTURER AND CONTRACTOR START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR, AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE SO THAT THE STICKY SIDE IS UP. TAPE OVER THE CONNECTOR OR SURGE ARRESTOR UNTIL THREE (3) TO FOUR (4) INCHES BEYOND THE CONNECTOR AND REVERSE AGAIN WITH THE STICKY SIDE DOWN FOR ANOTHER INCH OR TWO. PASS THE BUTYL RUBBER AND FINISH WITH A FINAL LAYER OF TAPE.

11. ANTENNAS SHALL BE PAINTED,WHEN REQUIRED, BY THE LANDLORD OR AUTHORITY OF HAVING JURISDICTION IN ACCORDANCE WITH ANTENNA MANUFACTURERS' SURFACES PREPARATION AND PAINTING REQUIREMENTS.

12. CABLE SHIELDS AND TOWER CONDUITS SHALL BE GROUNDED AT THE TOP OF THE TOWER WITHIN 10 FEET OF THEIR CONNECTORS, AND AT THE BOTTOM OF THE TOWER ABOUT 6 INCHES BEFORE THEY TURN TOWARD THE FACILITY. THEY SHALL BE GROUNDED AT THE MIDPOINT OF THE TOWERS THAT ARE BETWEEN 60 FEET AND 200 FEET HIGH, AND AT INTERVALS OF 60 FEET OR LESS ON TOWERS THAT ARE HIGHER THAN 200 FEET.

ANTENNA CABLE & SCHEDULING NOTES

1. SUBCONTRACTOR SHALL VERIFY THE ACTUAL LENGTH IN THE FIELD BEFORE INSTALLATION.

2. TAG AND COLOR CODE ALL MAIN CABLES AT LOCATIONS PER T-MOBILE ANTENNA CABLE MARKING STANDARD:

• TOP OF TOWER END OF MAIN COAX

• BOTTOM OF TOWER END OF MAIN COAX

• DIRECTLY BEFORE AND AFTER RF EQUIPMENT

• END OF JUMPERS AT BTS EQUIPMENT

3. ANTENNAS SHALL BE PROCURED AND INSTALLED WITH DOWN TILT MOUNTING BRACKETS SUPPLIED BY ANTENNA MANUFACTURER.

4. PRIOR APPROVAL IS REQUIRED BEFORE PERFORMING ANY WORK ON EXISTING CELL SITE EQUIPMENT.

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR - CENTERLINE COMMUNICATIONS

SUBCONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)

OWNER - T-MOBILE MOBILITY

2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.

3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.

5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

6. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.

7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.

9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.

10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.

11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.

13. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.

14. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL BE AIR-ENTRAINED AND SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.

15. ALL STRUCTURAL STEEL WORK SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS. ALL STRUCTURAL STEEL SHALL BE ASTM A36 (Fy = 36 ksi) UNLESS OTHERWISE NOTED. PIPES SHALL BE ASTM A53 TYPE E (Fy = 36 ksi). ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED. TOUCHUP ALL SCRATCHES AND OTHER MARKS IN THE FIELD AFTER STEEL IS ERECTED USING A COMPATIBLE ZINC RICH PAINT.

16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND "GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF T-MOBILE MOBILITY SITES."

17. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

18. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.

19. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.

20. APPLICABLE BUILDING CODES:

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE: IBC 2015 & MA STATE BUILDING 780 CMR 9TH EDITION

ELECTRICAL CODE: 2020 NATIONAL ELECTRICAL CODE

LIGHTNING CODE: NFPA 780-2020

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318; BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE;

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

MANUAL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION;

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL

ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES; REFER TO ELECTRICAL DRAWINGS FOR SPECIFIC ELECTRICAL STANDARDS.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS

AGL

AWG

BCW

BTS

EXISTING

EG

EGR

ABOVE GRADE LEVEL

AMERICAN WIRE GAUGE

BARE COPPER WIRE

BASE TRANSCEIVER STATION

EXISTING

EQUIPMENT GROUND

EQUIPMENT GROUND RING

G.C.

MGB

MIN

PROPOSED

N.T.S.

REF

REQ

GENERAL CONTRACTOR

MASTER GROUND BUS

MINIMUM

NEW

NOT TO SCALE

REFERENCE

REQUIRED

RF

TBD

TBR

TBRR

TYP

RADIO FREQUENCY

TO BE DETERMINED

TO BE REMOVED

TO BE REMOVED AND REPLACED

TYPICAL

T - Mobile

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CENTERLINE

COMMUNICATIONS

750 W CENTER ST, SUITE 301
WEST BRIDGEWATER, MA 02379
PHONE: 781.713.4725

REVISIONS

1	12/08/21	CURB PLATFORM DETAILS	NT
0	10/05/21	ISSUED FOR CONSTRUCTION	SS
A	06/22/21	ISSUE FOR REVIEW	TRP
REV	DATE	DESCRIPTION	BY

DESIGNED BY:
TRP

APPROVED BY:
WRD

COMMONWEALTH OF MASSACHUSETTS

DEREK J. CREASER

CIVIL

No. 49195

REGISTERED

PROFESSIONAL ENGINEER

DATE: 12/08/21

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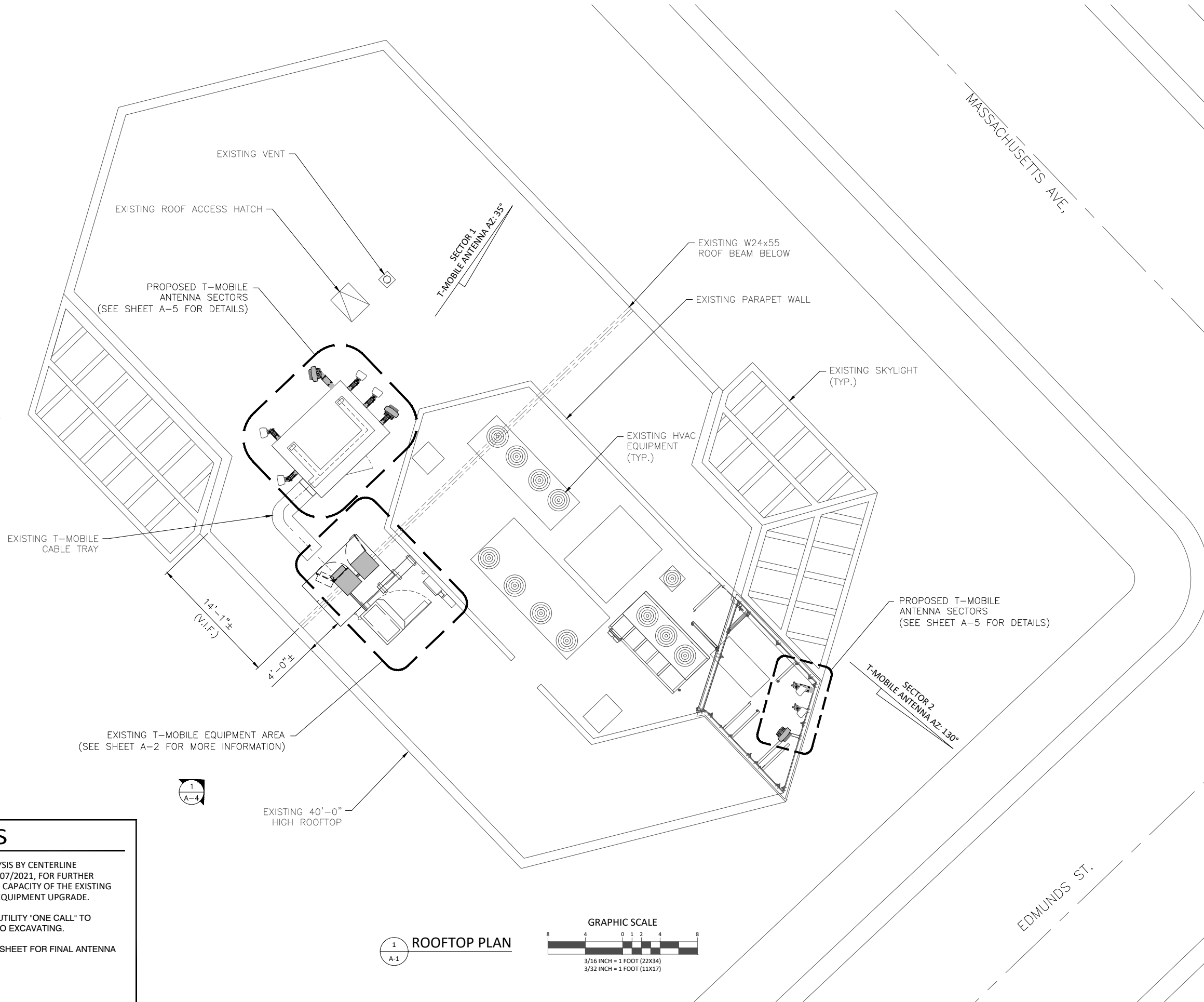
SITE NAME:
BO312/2500 MASS. AVE

SITE ID:
4DE7312A

SITE ADDRESS:
2500 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02140
MIDDLESEX COUNTY

SHEET TITLE:
GENERAL NOTES, RF NOTES,
CABLING NOTES

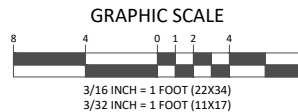
DRAWING:
GN-1



NOTES

- REFERENCE STRUCTURAL ANALYSIS BY CENTERLINE COMMUNICATIONS, DATED 09/07/2021, FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
- CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
- REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA MODELS AND SETTINGS.

1 ROOFTOP PLAN
A-1



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SITE ID:	4DE7312A
SITE ADDRESS:	2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140 MIDDLESEX COUNTY

SHEET TITLE:	ROOFTOP PLAN
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DRAWING:	A-1
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DATE: 12/08/21

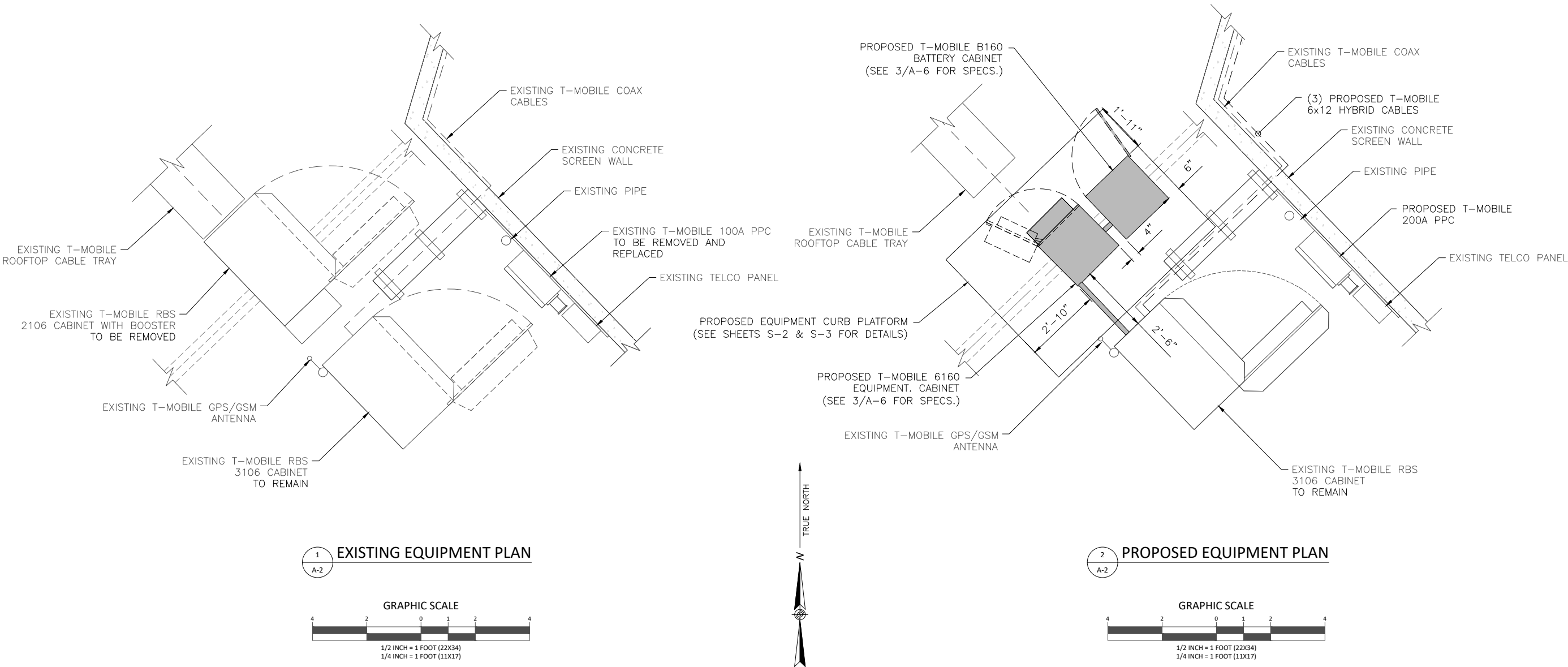
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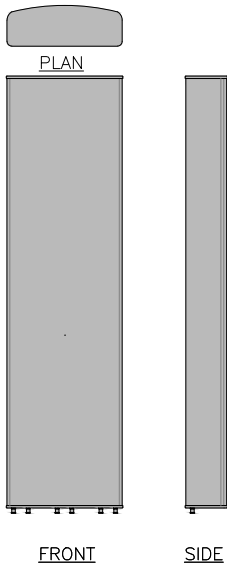
SHEET TITLE:	EQUIPMENT LAYOUT
DRAWING:	A-2

STRUCTURAL NOTES:

- INSTALL (1) 4FT x 8FT EQUIPMENT PLATFORM DIRECTLY OVER THE EXISTING W24x55 ROOF BEAM.
- REMOVE THE EXISTING RBS 2106 CABINET AND BOOSTER.



RFS APXVAALL18_43-U-NA20	
MODEL #	APXVAALL18_43-U-NA20
MANUF.	RFS
HEIGHT	72.0"
WIDTH	24.0"
DEPTH	8.5"
WEIGHT	42.0 LBS W/O MTG HARDWARE 53.5 LBS W/ MTG HARDWARE
FRONT EPA:	12.01 FT ²
SIDE EPA:	4.25 FT ²



1
A-3

ANTENNA DETAILS



6160 AC ENCLOSURE

CAPACITY	19U(19" RACK)
RACK SPACE USER EQUIP.	POWER AND CPRI SUPPORT FOR
HARDWARE CAPABILITIES	MULTI-STANDARD REMOTE RADIOS (RRU OR AIR)
	ERS BASEBAND AND TRANSPORT UNITS
	LI-ION BATTERIES
	3PP EQUIPMENT
	ADDITIONAL POWER FEED OPTIONS AVAILABLE
MECHANICAL SPECIFICATIONS	
WEIGHT	320lbs (INCLUDING ACTIVE EQUIPMENT)
DIMENSIONS (HWD)	63"x26"x26" (INCLUDING BASE FRAME)
BASE FRAME HEIGHT	6"
MOUNTING POSITION	GROUND
ENCLOSURE MATERIAL	ALUMINUM
COLOR	POWDER PAINT NCS 2002-B
DOOR	FRONT ACCESS
RACK TYPE	19" (IEC 60297-3-100)
LOCK TYPE	CYLINDER/PAD LOCK
POWER SYSTEM	
INPUT VOLTAGE	3P+N+PE 346/200-415/240 VAC 2P+N+PE 208/120-220/127 VAC 1P+N+PE 200-250 VAC

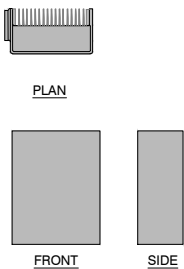


B160 BATTERY ENCLOSURE

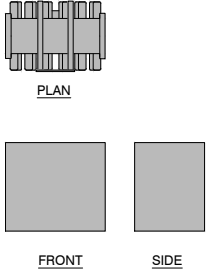
CAPACITY	100Ah/150Ah/170Ah/190Ah/210Ah
VRLA12V:	24U 19"/23"
Li-ION	3xFIAMM
SODIUM-NICKEL	
ELECTRICAL SPECIFICATIONS	
DC OUTPUT	-48VDC/200A
BATTERY BREAKERS	2x125/2p
ALARMS	DOOR OPEN, CLIMATE FAILURE, MCB CONNECTION
MECHANICAL SPECIFICATIONS	
WEIGHT	295 lbs (PLUS 3 STRINGS OF RECOMMENDED 190 aHR FOR ADDITIONAL 1588LBS)
DIMENSIONS (HWD)	63"x26"x26" (INCLUDING BASE FRAME)
BASE FRAME HEIGHT	6"
MATERIAL	GALVANIZED STEEL (180g/m ²)
COLOR	POWDER PAINT NCS 2002-B
LOCKING TYPE	CYLINDER/PAD LOCK

3
A-3

PROPOSED EQUIPMENT CABINET SPECIFICATIONS



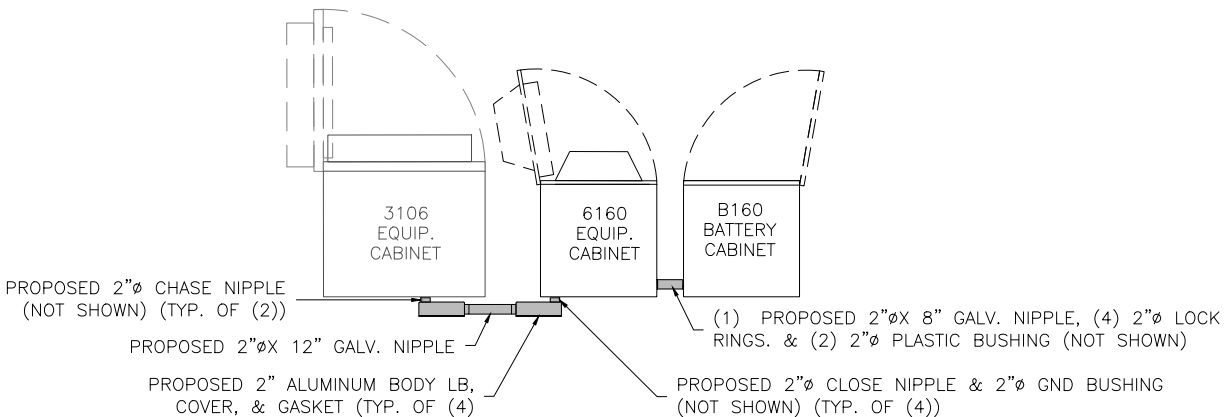
RADIO DIMENSIONS	
MODEL #	RADIO 4480 B71+B85
MANUF.	ERICSSON
HEIGHT	19.5"
WIDTH	15.1"
DEPTH	7.8"
WEIGHT	87 LBS
FRONT EPA:	
SIDE EPA:	



RADIO DIMENSIONS	
MODEL #	RADIO 4460 B25_B66
MANUF.	ERICSSON
HEIGHT	15.1"
WIDTH	17.0"
DEPTH	11.9"
WEIGHT	108 LBS
FRONT EPA:	
SIDE EPA:	

2
A-3

RADIO DETAILS



6
A-3

PROPOSED EQUIPMENT CONDUIT DETAIL

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WEST BRIDGEWATER, MA 02379
PHONE: 781.713.4725

REVISIONS

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SITE ID:	4DE7312A
SITE ADDRESS:	2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140 MIDDLESEX COUNTY

SHEET TITLE:	EQUIPMENT DETAILS
DRAWING:	A-3

T - Mobile
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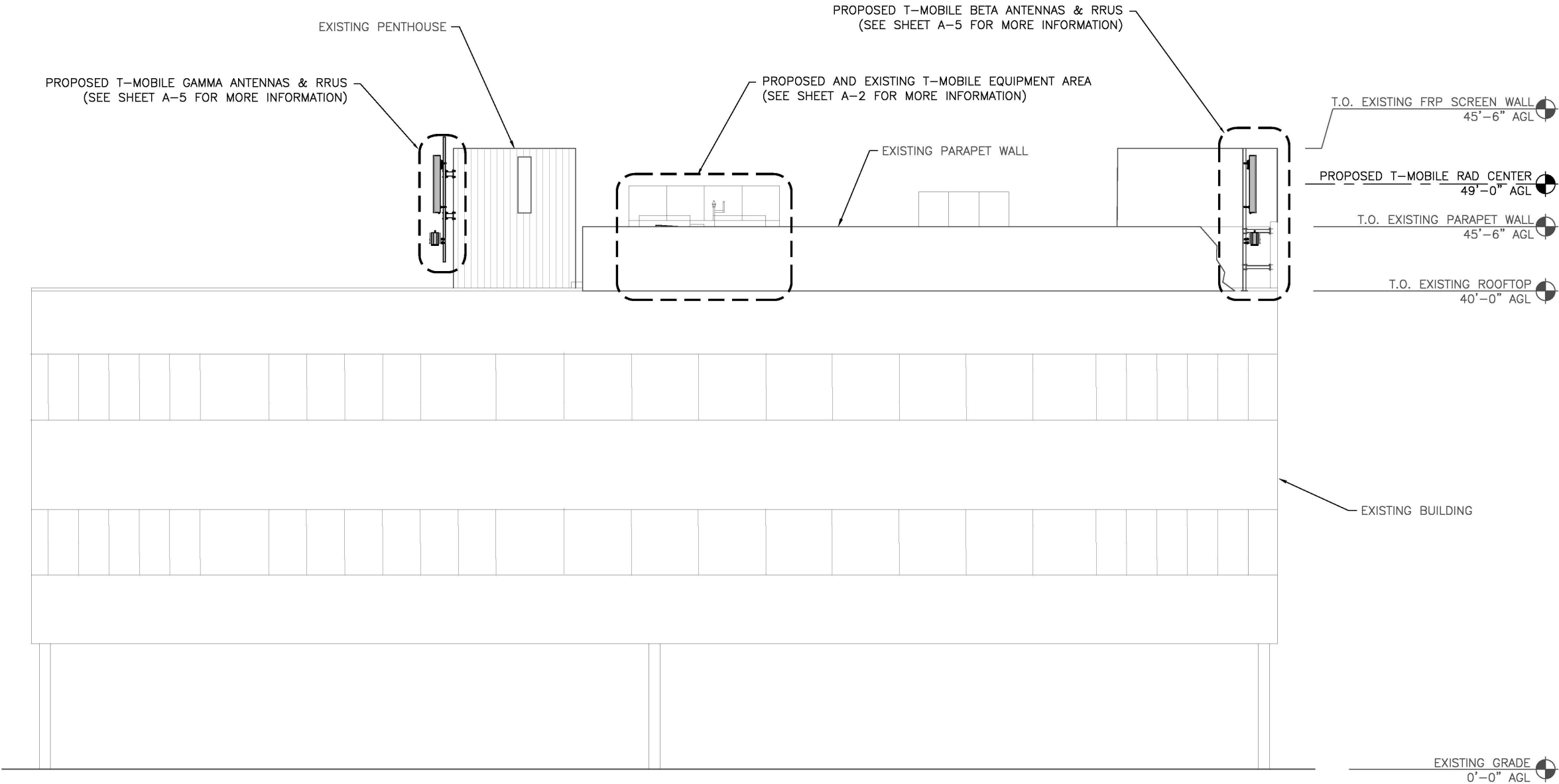


DATE: 12/08/21

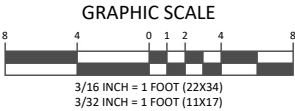
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SHEET TITLE:	SOUTHWEST ELEVATION
DRAWING:	A-4



1 A-4 SOUTHWEST ELEVATION



STRUCTURAL NOTES:

ALPHA & GAMMA SECTOR:

- REMOVE ALL EXISTING MOUNTS.
- INSTALL (2) SITE PRO 1 WMU-24S WALL MOUNTS IN ALL POSITIONS. THE SPACING OF WALL MOUNTS SHOULD BE AT LEAST 48.0" AND CONNECTED TO THE PENTHOUSE WALL USING (4) 5/8" THROUGH BOLTS PER WALL MOUNT. INSTALL (2) L2x2x1/4 x 24" LONG ANGLES ON THE INSIDE OF THE PENTHOUSE WALL TO ENGAGE (2) EXISTING STUDS AT EACH WALL MOUNT LOCATION. INSTALL 2x4 BLOCKING BETWEEN STUDS AT EACH WALL MOUNT LOCATION.
- INSTALL (1) 2.0" STD. X 10.5 FT. LONG MOUNT PIPE FOR THE INSTALLATION OF APXVAALL18_43-U-NA20 ANTENNA.
- INSTALL (2) 2.0" STD. X 8.0 FT. LONG MOUNT PIPES ON THE REMAINING POSITIONS.
- REPLACE DAMAGED/ROTTED SIDING.

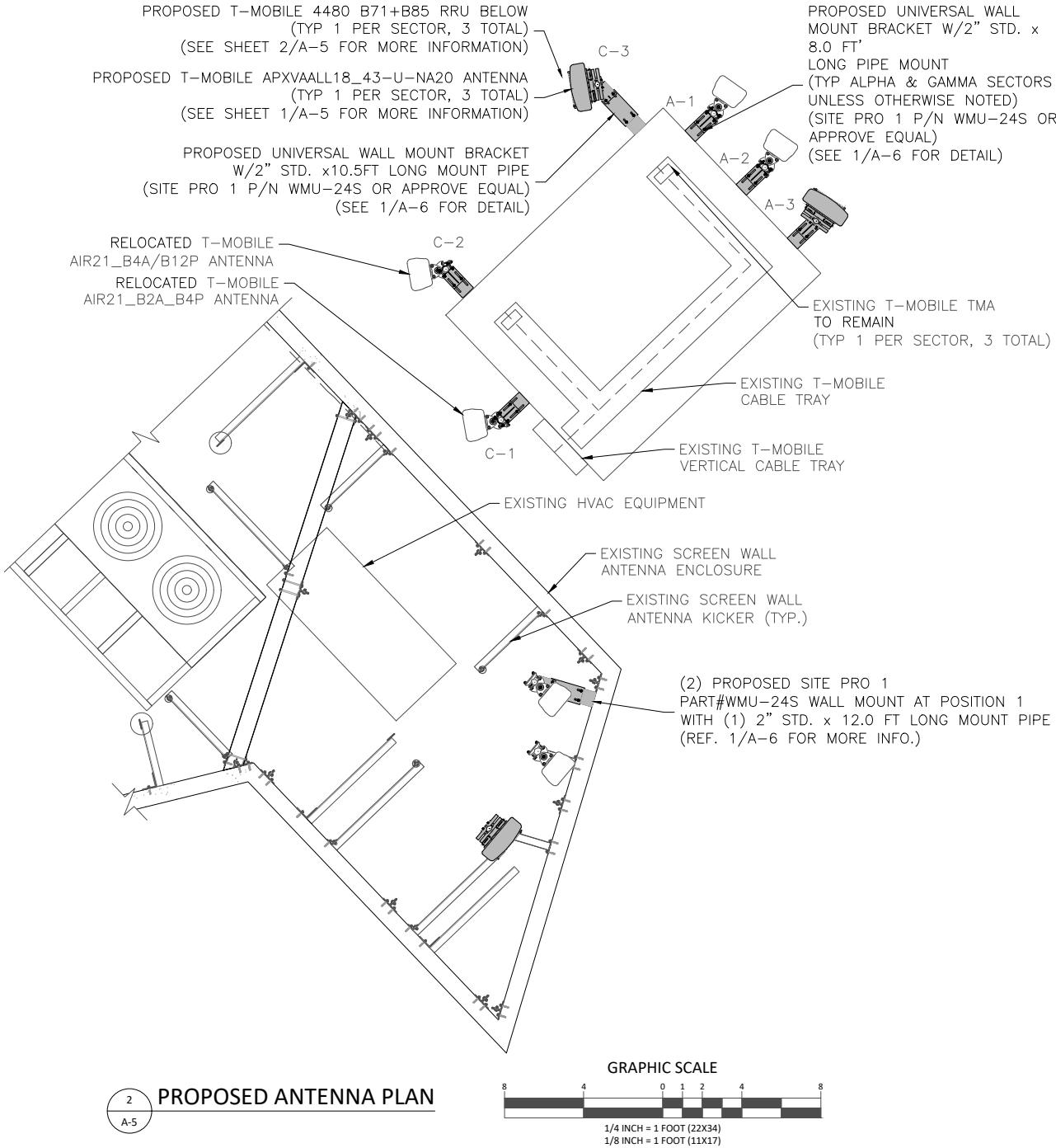
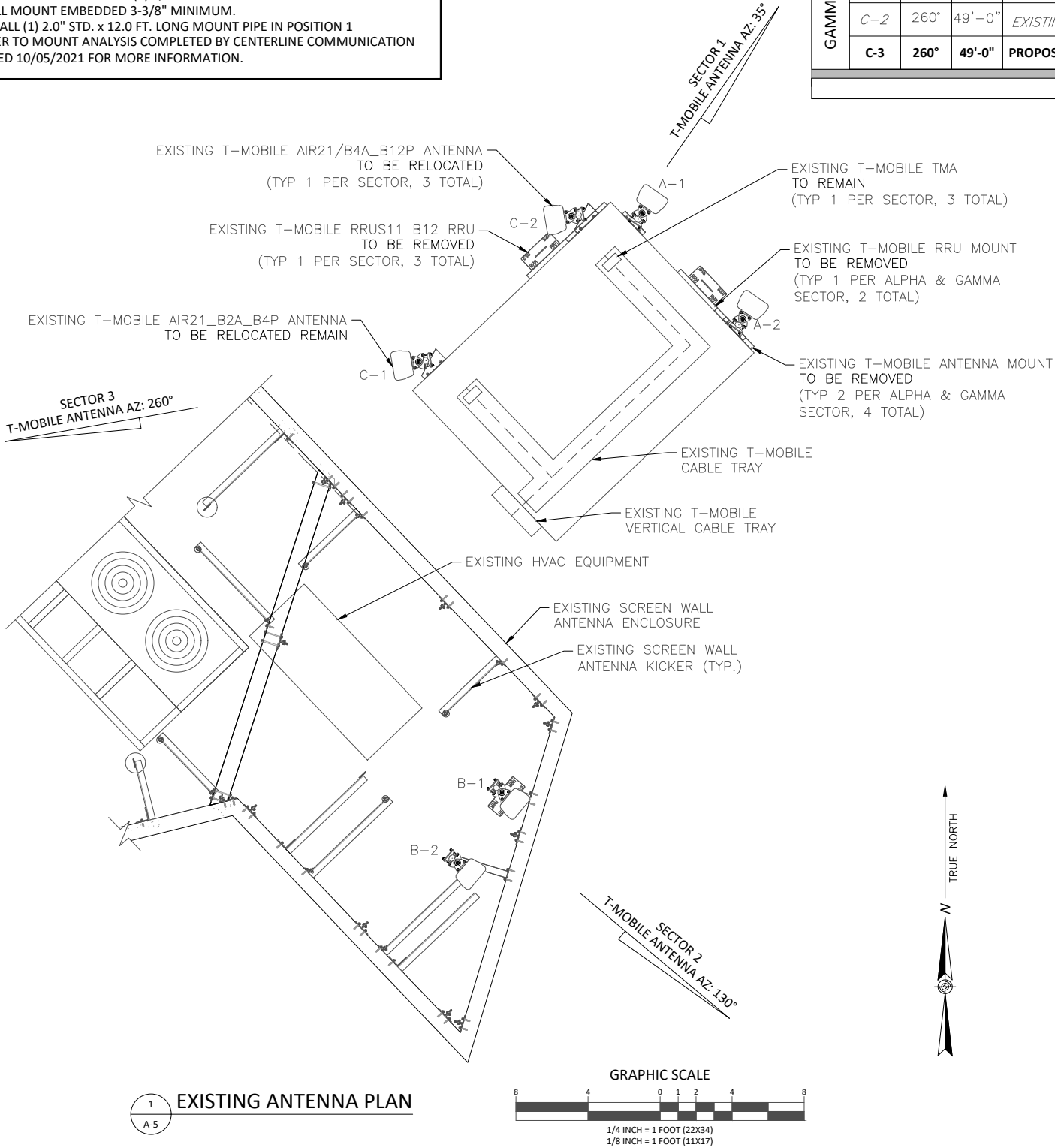
BETA SECTOR:

- INSTALL (2) SITE PRO 1 WMU-24S WALL MOUNTS IN POSITION 1. THE SPACING OF WALL MOUNTS SHOULD BE AT LEAST 36.0" AND CONNECTED TO THE EXISTING WALL USING (4) 1/2" HILTI HIT-HY 200 ANCHOR BOLTS PER WALL MOUNT EMBEDDED 3-3/8" MINIMUM.
- INSTALL (1) 2.0" STD. x 12.0 FT. LONG MOUNT PIPE IN POSITION 1
- REFER TO MOUNT ANALYSIS COMPLETED BY CENTERLINE COMMUNICATION DATED 10/05/2021 FOR MORE INFORMATION.

ANTENNA & CABLE NOTES:

- REFERENCE MOUNT ANALYSIS BY CENTERLINE COMMUNICATIONS, DATED 10-05-2021 & 09-07-2021, FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
- REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.
- REMOVE ALL UNUSED CABLE, RRUs AND TMAs.
- PAINT ANTENNAS AND EQUIP. TO MATCH EXISTING.

	LOCATION	AZIMUTH	RAD CENTER	STATUS	TECHNOLOGY	ANTENNA MODEL NO.	MECH DOWNTILT	ELEC DOWNTILT	CABLES	DIPLEXERS	TMA/RRU	CABLE SIZE	CABLE LENGTH	
ALPHA	A-1	35°	49'-0"	EXISTING	G1900, U2100	AIR21_B2A_B4P	0°	2°/2°	FIBER JUMPER- 15FT (X2) 7/8" COAX- 66FT (X2) COAX JUMPER -10FT (X2)	N/A	TWIN STYLE 1B-AWS	SHARED	N/A	
	A-2	35°	49'-0"	EXISTING	L2100	AIR21_B4A_B12P	0°	2°	FIBER JUMPER- 15FT (X2)	N/A	N/A	SHARED	N/A	
	A-3	35°	49'-0"	PROPOSED	L700, L600,N600	APXVAALL18-43-U-NA20	0°	4°/4°	(2) COAX JUMPERS -10 FT(X2) (2) FIBER JUMPERS-15FT	N/A	4480 B71+B85 RRU	6x12 HYBRID	80'	
BETA	B-1	130°	49'-0"	EXISTING	G1900, U2100	AIR21_B2A_B4P	0°	2°/2°	FIBER JUMPER- 15FT (X2) 7/8" COAX- 66FT (X2) COAX JUMPER -10FT (X2)	N/A	TWIN STYLE 1B-AWS	SHARED	N/A	
	B-2	130°	49'-0"	EXISTING	L2100	AIR21_B4A_B12P	0°	2°	FIBER JUMPER- 15FT (X2)	N/A	N/A	SHARED	N/A	
	B-3	130°	49'-0"	PROPOSED	L700, L600,N600	APXVAALL18-43-U-NA20	0°	4°/4°	(2) COAX JUMPERS -10 FT(X2) (2) FIBER JUMPERS-15FT	N/A	4480 B71+B85 RRU	6x12 HYBRID	80'	
GAMMA	C-1	260°	49'-0"	EXISTING	G1900, U2100	AIR21_B2A_B4P	0°	2°/2°	FIBER JUMPER- 15FT (X2) 7/8" COAX- 66FT (X2) COAX JUMPER -10FT (X2)	N/A	TWIN STYLE 1B-AWS	SHARED	N/A	
	C-2	260°	49'-0"	EXISTING	L2100	AIR21_B4A_B12P	0°	2°	FIBER JUMPER- 15FT (X2)	N/A	N/A	SHARED	N/A	
	C-3	260°	49'-0"	PROPOSED	L700, L600,N600	APXVAALL18-43-U-NA20	0°	4°/4°	(2) COAX JUMPERS -10 FT(X2) (2) FIBER JUMPERS-15FT	N/A	4480 B71+B85 RRU	6x12 HYBRID	80'	
NOTE: DARK TEXT IN TABLE ABOVE DENOTES PROPOSED EQUIPMENT											(4) TOTAL 6x12 HYBRID CABLES		XXX'	



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SITE ID:	4DE7312A
SITE ADDRESS:	2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140 MIDDLESEX COUNTY

SHEET TITLE:	ANTENNA PLAN & SCHEDULE
DRAWING:	A-5

STRUCTURAL NOTES:

1. DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS, INTERNATIONAL BUILDING CODE, EIA/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA, TOWERS AND ANTENNA SUPPORTING STRUCTURES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER OF RECORD.
3. DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
4. STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (Fy=50 ksi), MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 UNLESS OTHERWISE INDICATED.
5. STEEL PIPE SHALL CONFORM TO ASTM A500 "COLD-FORMED WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING", GRADE B, OR ASTM A53 PIPE STEEL BLACK AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL. ACTUAL OUTSIDE DIAMETER IS LARGER.
6. STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X "HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS". ALL BOLTS SHALL BE 3/4" DIA UON.
7. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
8. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
9. FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT COMPLYING WITH REQUIREMENTS OF ASTM A780. GALVANIZING REPAIR PAINT SHALL HAVE 65 PERCENT ZINC BY WEIGHT, ZIRP BY DUNCAN GALVANIZING, GALVA BRIGHT PREMIUM BY CROWN OR EQUAL. THICKNESS OF APPLIED GALVANIZING REPAIR PAINT SHALL BE NOT NOT LESS THAN 4 COATS (ALLOW TIME TO DRY BETWEEN COATS) WITH A RESULTING COATING THICKNESS REQUIRED BY ASTM A123 OR A153 AS APPLICABLE.
10. CONTRACTOR SHALL COMPLY WITH AWS CODE FOR PROCEDURES, APPEARANCE AND QUALITY OF WELDS, AND FOR METHODS USED IN CORRECTING WELDING. ALL WELDERS AND WELDING PROCESSES SHALL BE QUALIFIED IN ACCORDANCE WITH AWS "STANDARD QUALIFICATION PROCEDURES". ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND D.I.I. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "STEEL CONSTRUCTION MANUAL". 14TH EDITION.
11. INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE MISFITTING OR NON-CONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE CONSTRUCTION MANAGER PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
12. UNISTRUT SHALL BE FORMED STEEL CHANNEL STRUT FRAMING AS MANUFACTURED BY UNISTRUT CORP., WAYNE, MI OR EQUAL. STRUT MEMBERS SHALL BE 1 5/8"x1 5/8"x12GA, UNLESS OTHERWISE NOTED, AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
13. EPOXY ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS. AN INTERNALLY THREADED INSERT, A SCREEN TUBE AND A EPOXY ADHESIVE. THE ANCHORING SYSTEM SHALL BE THE HILTI-HIT HY-270 AND OR HY-200 SYSTEMS (AS SPECIFIED IN DWG.) OR ENGINEERS APPROVED EQUAL.
14. EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-325, GROUP II, TYPE 4, CLASS I, HILTI KWIK BOLT III OR APPROVED EQUAL. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
15. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
16. WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND COORDINATE RELATED WORK WITH THE BUILDING OWNER AND THE EXISTING ROOF INSTALLER. WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT VOID THE EXISTING ROOF WARRANTY. ROOF SHALL BE WATERTIGHT.
17. ALL FIBERGLASS MEMBERS USED ARE AS MANUFACTURED BY STRONGWELL COMPANY OF BRISTOL, VA 24203. ALL DESIGN CRITERIA FOR THESE MEMBERS IS BASED ON INFORMATION PROVIDED IN THE DESIGN MANUAL. ALL REQUIREMENTS PUBLISHED IN SAID MANUAL MUST BE STRICTLY ADHERED TO.
18. NO MATERIALS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
19. SUBCONTRACTOR SHALL FIREPROOF ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTION CHECKLIST	
BEFORE CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
N/A	ENGINEER OF RECORD APPROVED SHOP DRAWINGS ¹
N/A	MATERIAL SPECIFICATIONS REPORT ²
N/A	FABRICATOR NDE INSPECTION
N/A	PACKING SLIPS ³
ADDITIONAL TESTING AND INSPECTIONS:	
DURING CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	STEEL INSPECTIONS
N/A	HIGH STRENGTH BOLT INSPECTIONS
N/A	HIGH WIND ZONE INSPECTIONS ⁴
N/A	FOUNDATION INSPECTIONS
N/A	CONCRETE COMP. STRENGTH, SLUMP TESTS AND PLACEMENT
N/A	POST INSTALLED ANCHOR VERIFICATION ⁵
N/A	GROUT VERIFICATION
N/A	CERTIFIED WELD INSPECTION
N/A	EARTHWORK: LIFT AND DENSITY
N/A	ON SITE COLD GALVANIZING VERIFICATION
N/A	GUY WIRE TENSION REPORT
ADDITIONAL TESTING AND INSPECTIONS:	
AFTER CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	MODIFICATION INSPECTOR REDLINE OR RECORD DRAWINGS ⁶
N/A	POST INSTALLED ANCHOR PULL-OUT TESTING
REQUIRED	PHOTOGRAPHS
ADDITIONAL TESTING AND INSPECTIONS:	

NOTES:

1. REQUIRED FOR ANY NEW SHOP FABRICATED FRP OR STEEL.
2. PROVIDED BY MANUFACTURER, REQUIRED IF HIGH STRENGTH BOLTS OR STEEL.
3. PROVIDED BY GENERAL CONTRACTOR; PROOF OF MATERIALS.
4. HIGH WIND ZONE INSPECTION CATB 120MPH OR CAT C,D 110MPH INSPECT FRAMING OF WALLS, ANCHORING, FASTENING SCHEDULE.
5. ADHESIVE FOR REBAR AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308 FOR CRACKED CONCRETE AND SEISMIC APPLICATIONS. DESIGN ADHESIVE BOND STRENGTH HAS BEEN BASED ON ACI 355.4 TEMPERATURE CATEGORY B WITH INSTALLATIONS INTO DRY HOLES DRILLED USING A CARBIDE BIT INTO CRACKED CONCRETE THAT HAS CURED FOR AT LEAST 21 DAYS. ADHESIVE ANCHORS REQUIRING CERTIFIED INSTALLATIONS SHALL BE INSTALLED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER PER ACI 318-11 D.9.2.2. INSTALLATIONS REQUIRING CERTIFIED INSTALLERS SHALL BE INSPECTED PER ACI 318-11 D.8.2.4.
6. AS REQUIRED; FOR ANY FIELD CHANGES TO THE ITEMS IN THIS TABLE.

NOTES:

1. ALL CONNECTIONS TO BE SHOP WELDED & FIELD BOLTED USING 3/4"Ø A325-X BOLTS, UNLESS OTHERWISE NOTIFIED.
2. SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED BEFORE ORDERING MATERIAL.
3. SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED PRIOR TO STEEL FABRICATION.
4. VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED PRIOR TO THE INSTALLATION OF THE ROOF PLATFORM. ENGINEER OF RECORD IS TO APPROVE EXISTING CONDITIONS IN ORDER TO MOVE FORWARD.
5. CENTERLINE OF PROPOSED STEEL PLATFORM SUPPORT COLUMNS TO BE CENTRALLY LOCATED OVER THE EXISTING BUILDING COLUMNS.
6. EXISTING BRICK MASONRY COLUMNS/BEARING TO BE REPAIRED/REPLACED AT ALL PROPOSED PLATFORM SUPPORT POINTS. ENGINEER OF RECORD TO REVIEW AND APPROVE.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL: WHERE APPLICATION IS MADE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE INSPECTION CHECKLIST ABOVE.

THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN OF THE PROJECT ARE PERMITTED TO ACT AS THE APPROVED AGENCY AND THEIR PERSONNEL ARE PERMITTED TO ACT AS THE SPECIAL INSPECTOR FOR THE WORK DESIGNED BY THEM, PROVIDED THOSE PERSONNEL MEET THE QUALIFICATION REQUIREMENTS.

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SUBMIT A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 107.1 AS A CONDITION FOR ISSUANCE. THIS STATEMENT SHALL BE IN ACCORDANCE WITH SECTION 1705.

REPORT REQUIREMENT: SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THEY ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS SHALL BE SUBMITTED.

REQUIRED INSPECTIONS AND SITE REVIEW DOCUMENT AS A CONDITION OF THE BUILDING PERMIT THE FOLLOWING INSPECTIONS AND SITE REVIEWS IDENTIFIED BY THE BUILDING OFFICIAL ARE REQUIRED FOR WORK PER THE 9TH EDITION OF THE MASSACHUSETTS STATE BUILDING CODE, 780 CMR, SECTION110 AND CHAPTER 17			
REQUIRED SITE REVIEW AND DOCUMENTATION FOR PORTIONS OR PHASES CONSTRUCTION ^{1&7}			
(TO BE PERFORMED BY THE APPROPRIATE REGISTERED DESIGN PROFESSIONAL OF HIS/HER DESIGNEE OR M.G.L.C 112 §81R CONTRACTOR)			
SITE REVIEW AND DOCUMENTATION	X	SITE REVIEW AND DOCUMENTATION	X
SOIL CONDITION/ANALYSIS/REPORT		ENERGY EFFICIENCY REQUIREMENTS	
FOOTING AND FOUNDATION (INCLUDING REINFORCEMENT AND FOUNDATION ATTACHMENT)		FIRE ALARM INSTALLATION ²	
CONCRETE FLOOR AND UNDER FLOOR		FIRE SUPPRESSION AND INSTALLATION ³	
LOWEST FLOOR FLOOD ELEVATION		FIELD REPORTS ⁵	
STRUCTURAL FRAME-WALL/FLOOR/ROOF		CARBON MONOXIDE DETECTION SYSTEM ⁴	
LATH AND PLASTER/GYPSUM		SEISMIC REINFORCEMENT	
FIRE RESISTANT WALL/PARTITIONS FINISH ATTACHMENTS		SMOKE CONTROL SYSTEMS	
FIRE RESISTANT WALL/PARTITIONS FINISH ATTACHMENTS		SMOKE AND HEAT VENTS	
ABOVE CEILING INSPECTION		ACCESSIBILITY (521 CMR)	
FIRE BLOCKING/STOPPING SYSTEM		OTHER	
EMERGENCY LIGHTING/EXIT SIGNAGE			
MEANS OF EGRESS COMPONENTS		SPECIAL INSPECTIONS (SECTION 1704):	X
ROOFING, COPING/SYSTEM			
VENTING SYSTEMS (KITCHEN, CHEMICAL, FUME)			
MECHANICAL SYSTEMS			

1. IT IS THE RESPONSIBILITY OF THE PERMIT APPLICANT TO NOTIFY THE BUILDING OFFICIAL OF REQUIRED INSPECTIONS (X). INSPECTION OF 780 CMR FIRE PROTECTION SYSTEMS MAY BE WITNESSED BY TEH FIRE OFFICIAL AND INSTALLATION PERMITS ARE REQUIRED FROM THE FIRE DEPARTMENT PER 527 CMR.
2. INCLUDE NFPA 72 TEST AND ACCEPTANCE DOCUMENTATION.
3. INCLUDE APPLICABLE NFPA 13, 13R, 13D, 14,15, 17, 20, 241, ETC. – TEST AND ACCEPTANCE DOCUMENTATION.
4. INCLUDE NFPA RECORD OF COMPLETION AND INSPECTION AND TEST FORM.
5. INCLUDE FIELD REPORTS AND INSTALLATION DOCUMENTATION.
6. WORK SHALL NOT PROCEED, OR BE CONCEALED, UNTIL THE REQUIRED INSPECTION HAS BEEN APPROVED BY THE BUILDING OFFICIAL, AND NOTHING WITHIN CONSTRUCTION CONTROL SHALL HAVE EFFECT OF WAIVING OR LIMITING THE BUILDING OFFICIAL'S AUTHORITY TO ENFORCE THE CODE WITH RESPECT TO EXAMINATION OF THE CONTRACT DOCUMENTS, INCLUDING PLANS, COMPUTATIONS AND SPECIFICATIONS, AND FIELD INSPECTIONS.
7. ROUGH AND/OR FINISH INSPECTIONS OF ELECTRICAL, PLUMBING, OR SHEET METAL SHALL BE INSPECTED PRIOR TO ROUGH AND FINISH INSPECTIONS BY THE BUILDING OFFICIAL.

MASSACHUSETTS AMENDMENTS TO THE IBC

(REFERENCE 780 CMR):

107.6 CONSTRUCTION CONTROL.

107.6.1 GENERAL. THIS SECTION SHALL APPLY TO THE CONSTRUCTION CONTROLS, PROFESSIONAL SERVICES AND CONTRACTOR SERVICES REQUIRED FOR BUILDINGS AND STRUCTURES NEEDING REGISTERED DESIGN PROFESSIONAL SERVICES.

107.6.1.1 SPECIALIZED STRUCTURES. TELECOMMUNICATION TOWERS, WIND TURBINE TOWERS, AND SIMILAR STRUCTURES ARE ENGINEERED STRUCTURES AND SHALL BE SUBJECT TO THE REQUIREMENTS OF SECTION 107.6.

107.6.2.2 CONSTRUCTION. THE REGISTERED DESIGN PROFESSIONALS WHO ARE RESPONSIBLE FOR THE DESIGN, PLAN, CALCULATIONS, AND SPECIFICATIONS, THEIR DESIGNEE OR THE REGISTERED DESIGN PROFESSIONALS WHO HAVE BEEN RETAINED FOR CONSTRUCTION PHASE SERVICES, SHALL PERFORM THE FOLLOWING TASKS:

1. REVIEW, FOR CONFORMANCE TO 780 CMR AND THE DESIGN CONCEPT, SHOP DRAWINGS, SAMPLES AND OTHER SUBMITTALS BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS.
2. PERFORM THE DUTIES FOR REGISTERED DESIGN PROFESSIONALS IN 780 CMR 17.00 SPECIAL INSPECTIONS AND TESTS.
3. BE PRESENT AT INTERVALS APPROPRIATE TO THE STAGE OF CONSTRUCTION TO BECOME GENERALLY FAMILIAR WITH THE PROGRESS AND QUALITY OF THE WORK AND TO DETERMINE IF THE WORK IS BEING PERFORMED IN A MANNER CONSISTENT WITH THE CONSTRUCTION DOCUMENTS AND 780 CMR.

THE PERMIT APPLICATION SHALL NOT BE DEEMED COMPLETED UNTIL ALL OF THE CONSTRUCTION DOCUMENTS REQUIRED BY 780 CMR HAVE BEEN SUBMITTED. DOCUMENTATION INDICATING THAT WORK COMPLIES WITH TEH PLANS AND SPECIFICATIONS SHALL BE PROVIDED AT THE COMPLETION OF EACH PAHSE WHEN REQUIRED BY THE BUILDING OFFICIAL. UPON COMPLETION OF THE WORK, TEH REGISTERED DESIGN PROFESSIONAL SHALL FILE A FINAL DOCUMENT TO TEH BUILDING OFFICIAL INDICATING THAT, TO THE BEST IF HIS OR HER KNOWLEDGE AND BELIEF, THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS AND 780 CMR. FORMS FOR CONSTRUCTION CONTROL WHEN REQUIRED BY THE BUILDING OFFICIAL SHALL BE THOSE FOUND AT <http://www.ma.gov/government/oca-agencies/dpl-lp/opsi/>.

107.6.2.3 SPECIAL INSPECTIONS AND TESTS. SPECIAL INSPECTIONS AND TESTS. SHALL BE PROVIDED IN ACCORDANCE WITH 780 CMR 17.00 SPECIAL INSPECTIONS AND TESTS.

107.6.2.3 NON STRUCTURAL SYSTEM TEST AND INSPECTIONS. TESTS AND INSPECTIONS OF NON-STRUCTURAL SYSTEMS SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE ENGINEERING PRACTICE STANDARDS, REFERENCED STANDARDS LISTED IN 780 CMR 35.00: REFERENCED STANDARDS, OR AS OTHERWISE SPECIFIED IN 780 CMR.

107.6.3 CONSTRUCTION CONTRACTOR SERVICES. THE ACTUAL CONSTRUCTION OF THE WORK SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AS IDENTIFIED ON THE APPROVAL PERMIT AND INVOLVE THE FOLLOWING:

1. EXECUTION OF ALL WORK IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.
2. EXECUTION AND CONTROL OF ALL METHODS OF CONSTRUCTION IN A SAFE AND SATISFACTORY MANNER IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL STATUTES AND REGULATIONS.
3. UPON COMPLETION OF THE CONSTRUCTION, CERTIFICATION IN WRITING TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE THAT, TO THE BEST OF THE CONTRACTORS'S KNOWLEDGE AND BELIEF, CONSTRUCTION HAS BEEN DONE IN SUBSTANTIAL ACCORD WITH SECTION 107.6 AND WITH ALL PERTINENT DEVIATIONS SPECIFICALLY NOTED. THE BUILDING OFFICIAL MAY REQUIRE A COPY OF THIS CERTIFICATION.

107.6.4 PROJECT REPRESENTATION. A PROJECT REPRESENTATIVE MAY BE REQUIRED BY THE BUILDING OFFICIAL. THIS REPRESENTATIVE SHALL KEEP DAILY RECORDS AND SUBMIT REPORTS AS MAY BE REQUIRED BY THE BUILDING OFFICIAL. THIS PROJECT REPRESENTATION REQUIREMENT SHALL BE DETERMINED PRIOR TO THE ISSUANCE OF THE PERMIT AND MAY BE A PREREQUISITE FOR PERMIT ISSUANCE. REFUSAL BY THE APPLICANT TO PROVIDE SUCH SERVICE IF REQUIRED BY THE BUILDING OFFICIAL SHALL RESULT IN THE DENIAL OF THE PERMIT. ALL FEES AND COSTS RELATED TO THE PERFORMANCE OF PROJECT REPRESENTATION SHALL BE BORNE BY THE OWNER. WHEN APPLICATIONS FOR UNUSUAL DESIGNS OR MAGNITUDE OF CONSTRUCTION ARE FILED, OR WHERE REFERENCE STANDARDS REQUIRE SPECIAL ARCHITECTURAL OR ENGINEERING INSPECTIONS, THE BUILDING OFFICIAL MAY REQUIRE THAT THE PROJECT REPRESENTATIVE BE A REGISTERED DESIGN PROFESSIONAL IN ADDITION TO THOSE REGISTERED DESIGN PROFESSIONALS REQUIRED ELSEWHERE IN ACCORDANCE WITH SECTION 107.6.

107.6.5 BUILDING OFFICIAL RESPONSIBILITY. NOTHING CONTAINED IN SECTION 107.6 SHALL HAVE THE EFFECT OF WAIVING OR LIMITING THE BUILDING OFFICIAL'S AUTHORITY TO ENFORCE 780 CMR WITH RESPECT TO EXAMINATION OF THE CONTRACT DOCUMENTS, INCLUDING PLANS, COMPUTATIONS AND SPECIFICATIONS, AND FIELD INSPECTIONS.

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REVISIONS			
1	12/08/21	CURB PLATFORM DETAILS	NT
0	10/05/21	ISSUED FOR CONSTRUCTION	SS
A	06/22/21	ISSUE FOR REVIEW	TRP
REV	DATE	DESCRIPTION	BY

DESIGNED BY: TRP	APPROVED BY: WRD
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DATE: 12/08/21

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SITE NAME:	BO312/2500 MASS. AVE
SITE ID:	4DE7312A
SITE ADDRESS:	2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140 MIDDLESEX COUNTY
SHEET TITLE:	STRUCTURAL NOTES & SPECIAL INSPECTIONS
DRAWING:	SN-1

- NOTES FOR ANTENNA MOUNTS:
- APXVAALL18-43-U-NA20: APM40-5E PIPE MOUNT KIT

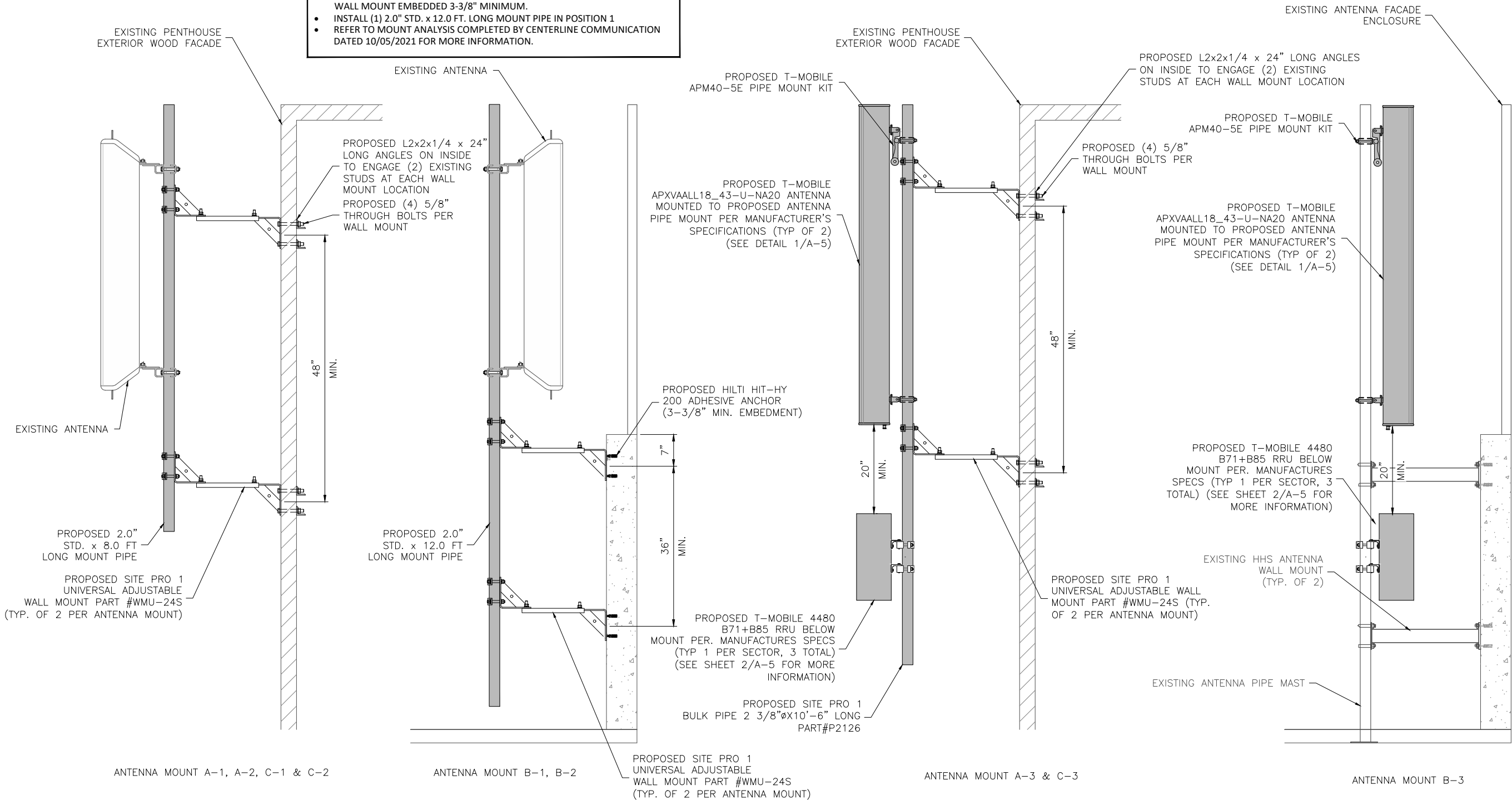
STRUCTURAL NOTES:

ALPHA & GAMMA SECTOR:

- REMOVE ALL EXISTING MOUNTS.
- INSTALL (2) SITE PRO 1 WMU-24S WALL MOUNTS IN ALL POSITIONS. THE SPACING OF WALL MOUNTS SHOULD BE AT LEAST 48.0" AND CONNECTED TO THE PENTHOUSE WALL USING (4) 5/8" THROUGH BOLTS PER WALL MOUNT. INSTALL (2) L2x2x1/4 x 24" LONG ANGLES ON THE INSIDE OF THE PENTHOUSE WALL TO ENGAGE (2) EXISTING STUDS AT EACH WALL MOUNT LOCATION. INSTALL 2x4 BLOCKING BETWEEN STUDS AT EACH WALL MOUNT LOCATION.
- INSTALL (1) 2.0" STD. X 10.5 FT. LONG MOUNT PIPE FOR THE INSTALLATION OF APXVAALL18_43-U-NA20 ANTENNA.
- INSTALL (2) 2.0" STD. X 8.0 FT. LONG MOUNT PIPES ON THE REMAINING POSITIONS.
- REPLACE DAMAGED/ROTTED SIDING.

BETA SECTOR:

- INSTALL (2) SITE PRO 1 WMU-24S WALL MOUNTS IN POSITION 1. THE SPACING OF WALL MOUNTS SHOULD BE AT LEAST 36.0" AND CONNECTED TO THE EXISTING WALL USING (4) 1/2" HILTI HIT-HY 200 ANCHOR BOLTS PER WALL MOUNT EMBEDDED 3-3/8" MINIMUM.
- INSTALL (1) 2.0" STD. x 12.0 FT. LONG MOUNT PIPE IN POSITION 1
- REFER TO MOUNT ANALYSIS COMPLETED BY CENTERLINE COMMUNICATION DATED 10/05/2021 FOR MORE INFORMATION.



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A	06/22/21	ISSUE FOR REVIEW	TRP

DESIGNED BY: TRP	APPROVED BY: WRD
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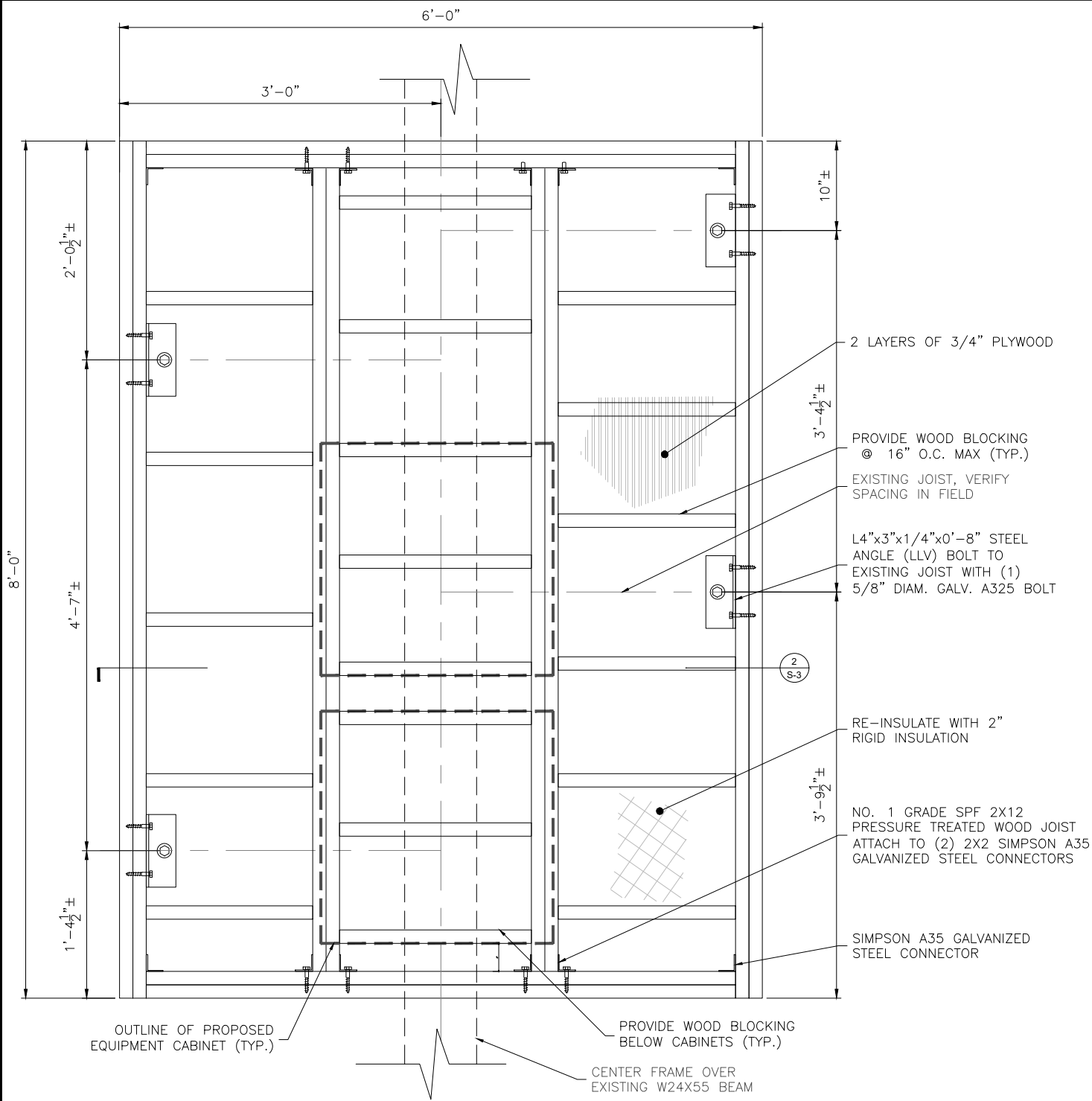


DATE: 12/08/21

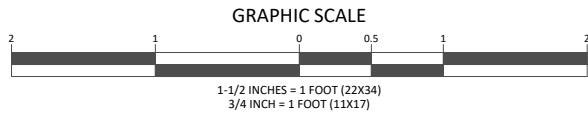
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BO312/2500 MASS. AVE
SITE ID:
4DE7312A
SITE ADDRESS:
2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140 MIDDLESEX COUNTY

SHEET TITLE:
ANTENNA & RRU MOUNTING DETAILS
DRAWING:
S-1

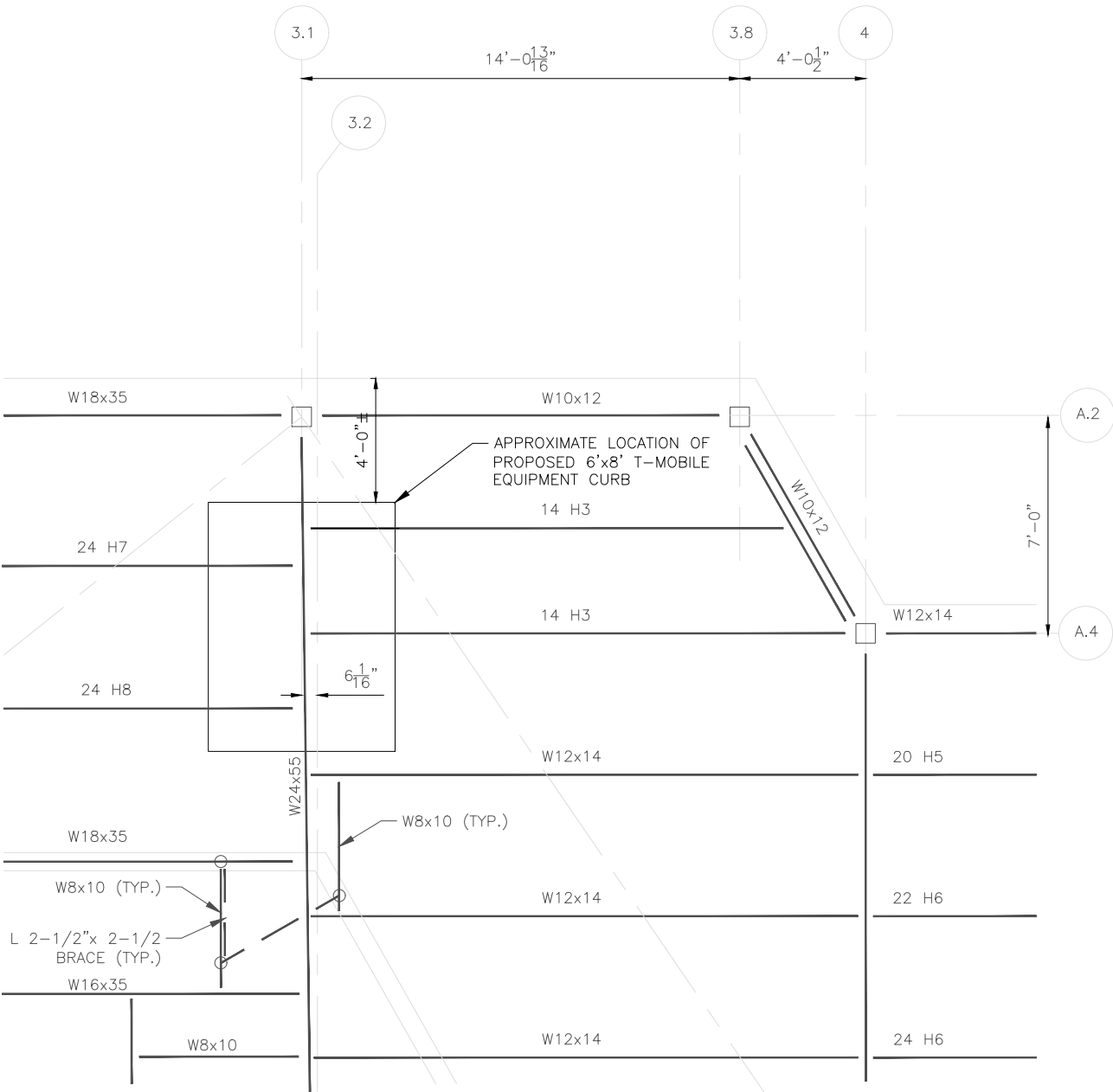


1 EQUIPMENT CURB PLATFORM
S-2

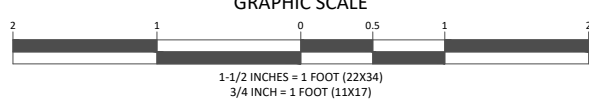


NOTES:

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- PROPOSED EQUIPMENT CURB TO BE LOCATED OVER EXISTING BEAM AS SHOWN.
- ANY CUTS IN ROOF MEMBRANE ARE TO BE PERFORMED BY A COMPANY SELECTED BY LANDLORD TO PREVENT VOIDANCE OF ANY ROOF MEMBRANE WARRANTIES. SEAL ALL PENETRATIONS AS REQUIRED TO ENSURE A WATERTIGHT SEAL.
- IF DUE TO FIELD CONDITIONS THE CURB IS NOT FASTENED AT A PANEL POINT, PROVIDE AN L2X2X1/4 ANGLE BETWEEN THE SUPPORT POINT AND THE BOTTOM CHORD PANEL POINT.



2 PARTIAL ROOF FRAMING DETAIL
S-2



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DESIGNED BY: TRP	APPROVED BY: WRD
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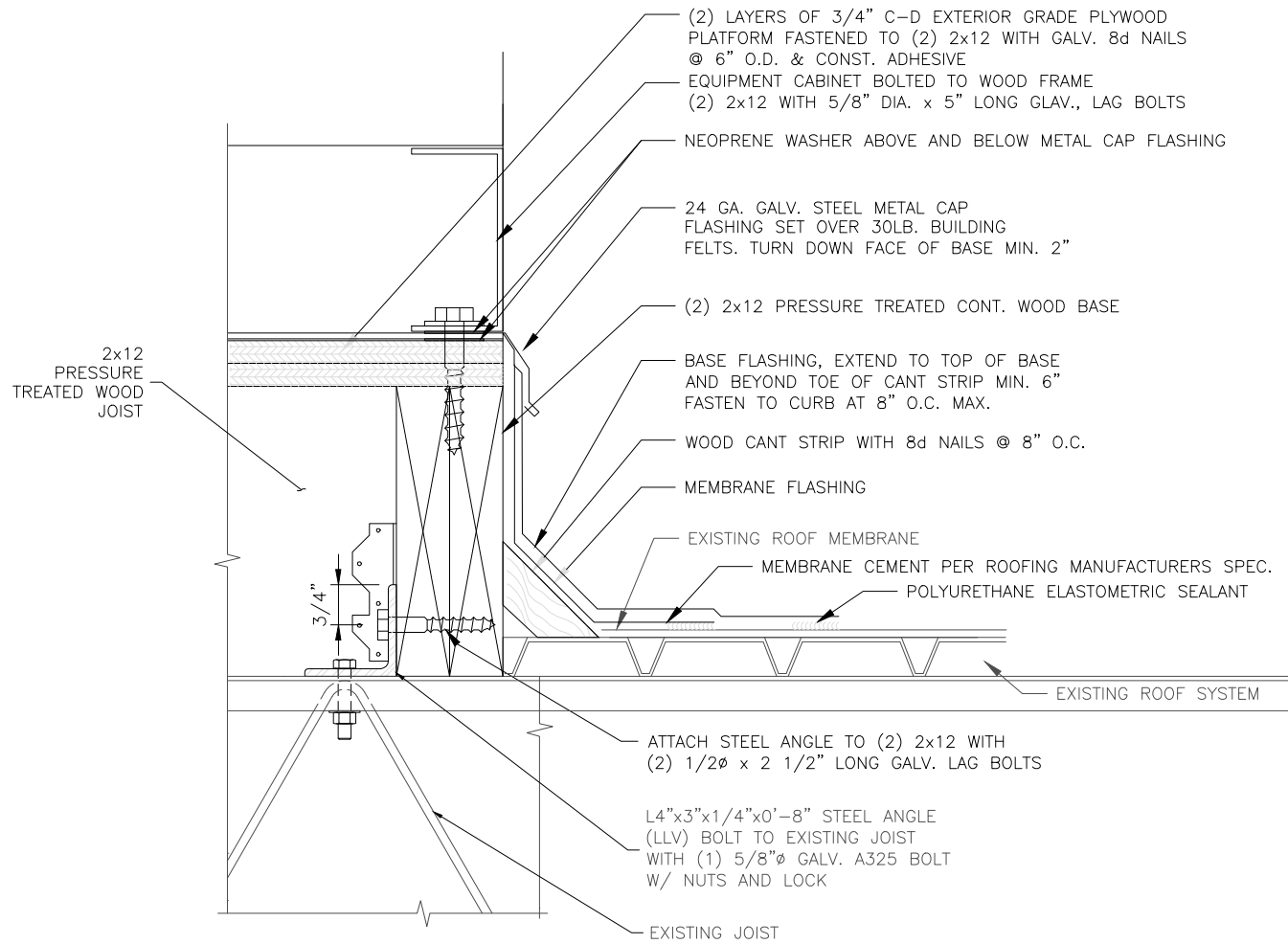


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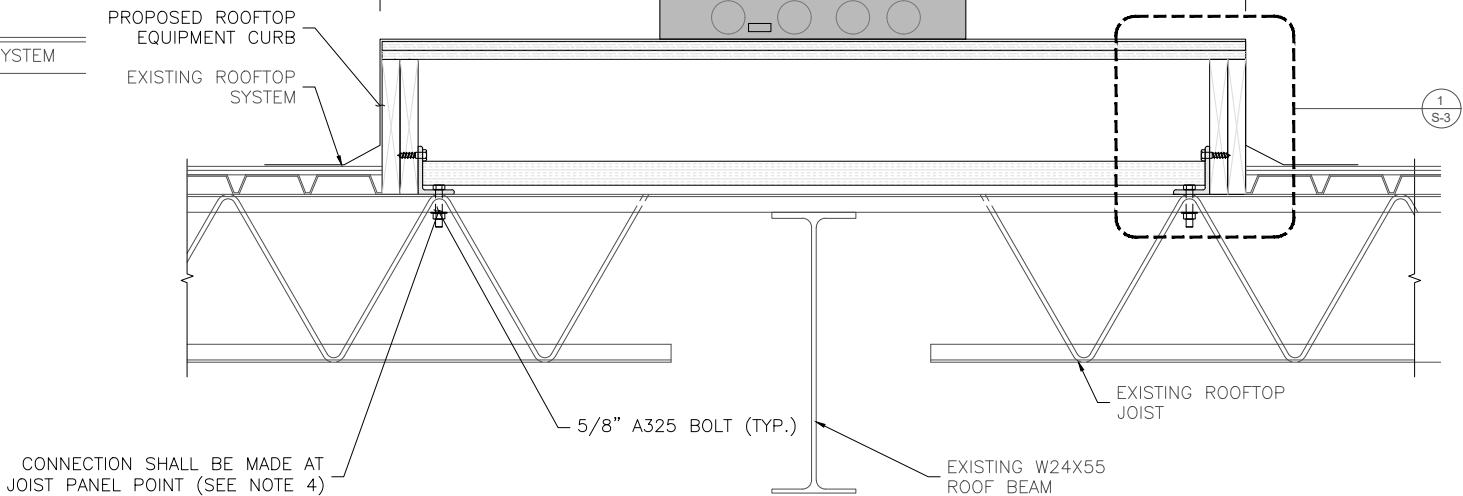
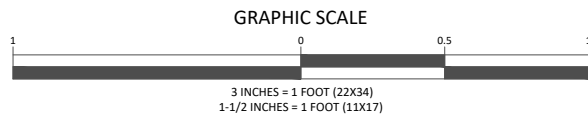
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SHEET TITLE:	EQUIPMENT CURB PLATFORM DETAILS
DRAWING:	S-2



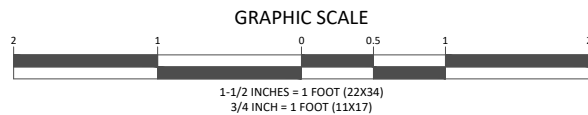
1
S-3

DETAIL @ PLATFORM CURB



2
S-3

DETAIL @ PLATFORM CURB



NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. PROPOSED EQUIPMENT CURB TO BE LOCATED OVER EXISTING BEAM AS SHOWN.
3. ANY CUTS IN ROOF MEMBRANE ARE TO BE PERFORMED BY A COMPANY SELECTED BY LANDLORD TO PREVENT VOIDANCE OF ANY ROOF MEMBRANE WARRANTIES. SEAL ALL PENETRATIONS AS REQUIRED TO ENSURE A WATERTIGHT SEAL.
4. IF DUE TO FIELD CONDITIONS THE CURB IS NOT FASTENED AT A PANEL POINT, PROVIDE AN L2X2X1/4 ANGLE BETWEEN THE SUPPORT POINT AND THE BOTTOM CHORD PANEL POINT.

T - Mobile NORTHEAST LLC

T-MOBILE NORTHEAST, LLC.
15 COMMERCE WAY, SUITE B
NORTON, MA 02766
PHONE: (508) 286-2700
FAX: (508) 286-2893



750 W CENTER ST, SUITE 301
WEST BRIDGEWATER, MA 02379
PHONE: 781.713.4725

REVISIONS

REV	DATE	DESCRIPTION	BY
1	12/08/21	CURB PLATFORM DETAILS	NT
0	10/05/21	ISSUED FOR CONSTRUCTION	SS
A	06/22/21	ISSUE FOR REVIEW	TRP

DESIGNED BY: TRP	APPROVED BY: WRD
---------------------	---------------------



DATE: 12/08/21

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT. UNLESS EXPLICITLY AGREED TO BY THE ENGINEER IN WRITING, THE ENGINEER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS HEREIN.

SITE NAME:	BO312/2500 MASS. AVE
SITE ID:	4DE7312A
SITE ADDRESS:	2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140 MIDDLESEX COUNTY

SHEET TITLE:	EQUIPMENT CURB PLATFORM DETAILS
--------------	------------------------------------

DRAWING:
S-3



MOUNTING BRACKET
(INCLUDED FROM MFG.)
(TYP. OF (2))

CERAMIC ISOLATOR
(INCLUDED FROM MFG.)
(TYP. OF (2))

GROUND BAR
(site pro 1 P/N MC41860-K
OR APPROVED EQUAL)

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

CABLE ENTRY PORTS (HATCH PLATES) (#2)
GENERATOR FRAMEWORK (IF AVAILABLE) (#2)
TELCO GROUND BAR
COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)
+24V POWER SUPPLY RETURN BAR (#2)
-48V POWER SUPPLY RETURN BAR (#2)
RECTIFIER FRAMES.

INTERIOR GROUND RING (#2)
EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
BUILDING STEEL (IF AVAILABLE) (#2)

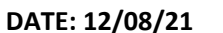
T - Mobile
NORTHEAST LLC



CENTERLINE
COMMUNICATIONS

REVISIONS

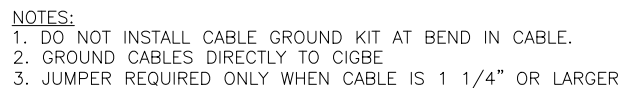
DESIGNED BY: TRP	APPROVED BY: WRD
---------------------	---------------------



SITE NAME:	BO312/2500 MASS. AVE
SITE ID:	4DE7312A
SITE ADDRESS:	2500 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02140 MIDDLESEX COUNTY

SHEET TITLE:
GROUNDING & ONE LINE
DIAGRAM

DRAWING: **G-1**



#2AWG BCW

GROUND BAR
(REF. 4/E-1)

(2) HOLE GROUND LUG

EXOTHERMIC WELD

GROUNDING CONDUCTOR

SECTION "A-A"

3/8"Ø S.S. FLAT WASHER

3/8"X 1 1/2" S.S. HEX BOLT

(2) HOLE GROUND LUG

EXOTHERMIC WELD

3/8"Ø S.S. FLAT WASHER

3/8"Ø S.S. HEX NUT

3/8"Ø S.S. LOCK WASHER

GROUND BAR
(REF. 4/E-1)

GROUNDING CONDUCTOR

GROUNDING LUG NOTES:

1. DO NOT DOUBLE UP OR STACK LUGS.
2. OXIDE INHIBITING COMPOUND TO BE APPLIED TO ALL LUGS.
3. ALL LUGS ARE TO BE EXOTHERMIC WELDED TO GROUNDING CONDUCTORS.
4. FOR INSULATED GROUNDING CONDUCTORS, EXPOSED BARE COPPER TO BE KEPT TO ABSOLUTE MINIMUM.
5. NO INSULATION IS ALLOWED WITHIN THE BARREL OF THE COMPRESSION TERMINAL.

ELECTRIC PANEL NOTES:

- TOTAL BREAKER POSITION: 40, EXISTING EMPTY BREAKER POSITIONS: 3, UNUSED BREAKER POSITIONS TO BE REMOVED: 30, PROPOSED BREAKER POSITIONS TO UTILIZE FOR T-MOBILE ANCHOR INSTALLATION: 9, EXISTING ACTIVE BREAKER POSITIONS TO REMAIN: 7, EXISTING EMPTY BREAKER POSITIONS AFTER T-MOBILE ANCHOR INSTALLATION: 24

200A GENERATOR RECEPTACLE (BY PCP MFG.)

200A MAIN BKR. (FROM GENERATOR)

200A MAIN BKR. (FROM UTILITY)

PPC

FROM UTILITY PROVIDER

EXISTING 200A METER

SERVICE GND

(1) 1 1/2" ϕ GRC W/(3) #1/0AWG THHN, (1) #6AWG THHN GREEN GRD, (2) #12AWG THHN, & (1) #14AWG THHN GREEN GND

EXISTING GFCI SERVICE RECEPTACLE

20A-1P

125A-2P

20A-1P

20A-1P

PROPOSED 125A-2P BREAKER

PROPOSED 20A-1P BREAKER

PROPOSED 6160

PROPOSED 20A GFCI SERVICE RECEPTACLE (LOCATED INSIDE PROPOSED 6160)

EXISTING LIGHT

T.B.D.

XXA-XP

XXA-XP

NEUTRAL

BOND TO EQUIP. GROUND RING AND/OR BUILDING STEEL

ONE LINE DIAGRAM

July 15, 2022

City of Cambridge
Board of Zoning Appeals
831 Massachusetts Avenue
Cambridge, MA 02139

Re:	Eligible Facilities Request pursuant to Section 6409 of the Spectrum Act and an Application for Special Permit, in the Alternative
Property Address:	2500 Massachusetts Ave., Cambridge, MA 02140
Applicant:	Assessor's Map 189, lot 93 (the " Property ") T-Mobile Northeast, LLC (" Applicant ")

Dear Honorable Members of the Board of Zoning Appeals:

This firm represents T-Mobile Northeast LLC in connection with an application for a special permit from the City of Cambridge Board of Zoning Appeals (the "**Board**"), to modify an existing wireless communications facility on the Property. The Property is located in the Business A-2 District (the "BA-2"). To the extent that the Board determines that the requirements of Article 4 Section 4.32G.1 of the City of Cambridge Zoning Ordinance (the "**Ordinance**") apply, the use of the Property for a wireless telecommunications facility is permitted by special permit from the Board¹. The Applicant's proposal satisfies the requirements for the grant of a special permit pursuant to Section 10-43 of the Ordinance.

The Applicant's Proposed Facility (as defined herein) is subject to Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, more commonly known as the "Spectrum Act" (47 U.S.C. § 1455). As such, we respectfully submit that in the event that the Board determines that the application does not comply with the Spectrum Act, the Applicant hereby states that the special permit requirements set forth in the Ordinance are hereby met by the Applicant, and that relief must be granted to the Applicant. The compliance with the Spectrum Act is shown on the

¹ Pursuant to Section 6409(a) of the Spectrum Act, state and local governments "may not deny and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." As such, the Applicant submits that they need not apply for a special permit from the board. To the extent that this Board determines that the Applicants' proposed wireless facility must comply with special permit requirements set forth in Section 10-43 of the Ordinance, the Applicants submit that they have complied with said requirements, without waiving the argument that such relief is not required.

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One International Place
Suite 3700
Boston, MA 02110
TEL: 617 456 8000
FAX: 617 456 8100

Eligible Facilities Request permit application form attached hereto and incorporated herein by reference (the “**EFR**”).

The Applicant seeks to modify its existing wireless communications facility by adding three 930 panel antennas and adding three (3) Remote Radio Units (“**RRUs**”) to its existing antenna arrays currently installed on the Building. The Applicant also proposes to replace one (1) equipment cabinet with two (2) smaller cabinets, and replace existing wall mounts, as well as modifying existing ancillary equipment (the “**Proposed Facility**”). The new panel antennas, RRUs and new cabinets will be installed in similar locations as the existing antennas and cabinets, and the new antennas will be painted to match the color of the Building. The Applicant’s Proposed Facility is described in more detail bellow and is shown on the Plans attached hereto and incorporated herein by reference (the “**Plans**”).

I. Background

The Applicant is licensed by the Federal Communications Commission (the “**FCC**”) to construct and operate a wireless telecommunications network in various markets throughout the country, including the Commonwealth of Massachusetts and in particular in the City of Cambridge. A copy of the Applicant’s FCC license is attached hereto. The Applicant is in the process of designing and constructing a telecommunications system to serve all of the Commonwealth of Massachusetts. One of the key design objectives of its systems is to provide seamless coverage. Such a system requires a grid of radio transmitting and receiving links located approximately .5 to 2 miles apart, depending on the location of existing and proposed installations in the surrounding area, the existing use of the network and the existing topography. The radio transmitting and receiving facilities operate on a line-of-sight basis, requiring a clear path from the facility to the user on the ground. This dynamic requires the antennas to be located in a location where the signal is not obstructed or degraded by other buildings or by topographical features such as hills.

II. Project Description

The Applicant’s existing Facility consists of three (3) sectors (Alpha, Beta and Gamma) with each sector having two (2) panel antennas, and two (2) RRUs each. The Alpha and Gama antennas and RRU are façade mounted on the Building’s penthouse and painted to match the color of the Building. The antennas associated with the Beta sector are concealed by a Fiberglass Reinforced Polymer (“**FRP**”) screen wall, which blends in with the existing building facade and is out of view to the public. As noted above, the Applicant proposes to modify its existing Facility currently operating on the Building by relocating adding three (3) new like kind panel antennas and by adding three (3) new like kind RRUs. The Applicant also proposes to replace one (1)

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equipment cabinet with two (2) smaller cabinets, and replace existing wall mounts, as well as modifying existing ancillary equipment. The Beta Sector will continue to be concealed behind the existing FRP screen wall, and the new panel antennas, RRUs and new cabinets will be installed in similar locations as the existing antennas and cabinets, and the new antennas will be painted to match the color of the Building. Consequently, the visual change to the Applicant's existing facility will be de minimus.

The Applicant's proposal is consistent with the previous decisions of the Board for this facility, dated October 11, 2012 (Case No. 10334) (the "**Decision**") and a second decision dated December 16, 2016 (Case No. 011658-2016) (the "**2nd Decision**" and together with the Decision shall hereafter be referred to as the "**Decisions**").

After installation, the Proposed Facility will be unmanned and will only require twice a month maintenance visits. The only utilities required to operate this Proposed Facility are standard 120-volt electrical power as well as telephone services. These are presently in place at the Property. The Proposed Facility will comply with all local, state and federal codes.

III. Legal Arguments

A. The Applicant complies with the Wireless Communications provisions set forth in Section 4.32(g), footnote 49 of the Ordinance

Pursuant to Section 4.32(g) of the Ordinance, the Applicant's proposed use for a wireless communications facility in the BA-2 District is permitted by special permit. The Applicant's Proposed Facility further complies with the provisions set forth in Section 4.32(g), footnote 49 of the Ordinance:

- 1. The Board of Zoning Appeal shall consider the scope of or limitations imposed by any license secured from any state or federal agency having jurisdiction over such matters.**

Enclosed herewith is the Applicant's FCC license. The Applicant meets all requirements imposed by governmental authorities having jurisdiction over the Proposed Facility, including by the FCC, to provide wireless communications in this market area.

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The intent of the U.S. Congress, when it enacted the Telecommunications Act of 1996 (“TCA”) was to institute a framework to promote competition and innovation within the telecommunications industry. Under its license from the FCC, T-Mobile is obligated to provide a reliable “product” (i.e. wireless communications service) to the population of the City of Cambridge. Likewise, consumer expectations for increasingly robust and reliable service requires competing service providers (including T-Mobile) to identify and remedy existing gaps in reliable network coverage, or gaps that result from increasing subscriber voice and data traffic beyond the limits of existing network infrastructure. A carrier’s failure to remedy network gaps in a timely fashion can result in a significant loss of subscribers to competing telecommunications carriers. As demonstrated in the Affidavit of Radio Frequency Expert provided by the Applicant and attached hereto, the Proposed Facility and corresponding relief requested are necessary to remedy a gap in reliable service coverage within T-Mobile’s existing network infrastructure.

T-Mobile investigated alternative sites in and around the defined geographic area within which its engineers determined that a facility must be located to fill the gap in service coverage and to function effectively within its network of existing and planned facilities. This is an existing location that is being upgraded with new technology to provide the necessary coverage to the subject area of the City of Cambridge. Therefore, the Proposed Facility in the BA-2 District is necessary to close the coverage gap that is illustrated on the propagation maps submitted herewith. Consequently, T-Mobile is unable to close a gap in its wireless network without obtaining the requested relief under Section 6409 of the Spectrum act or a Special Permit to modify its existing wireless facility in the BA-2 District.

Furthermore, Section 6409(a) of the Spectrum Act mandates that state and local governments “*may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.*” Under Section 6409(a)(2)(A)-(C) an Eligible Facilities Request is any request to modify a Tower or Base Station that involves “collocations of new Transmission Equipment,” “removal,” or “replacement” of Transmission Equipment.

Because federal law now preempts many of the permit application requirements that this jurisdiction would previously have required from an Applicant, we have provided, on the attached EFR, only the information that federal law allows this jurisdiction to consider when reviewing an EFR. As such, we submit that the Wireless Communications set forth in Section 4.32(g), footnote 49 of the Ordinance, provisions are not applicable to Proposed Facility and relief must be granted pursuant to Section 6409(a) of the Spectrum Act.

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- 2. The Board of Zoning Appeal shall consider the extent to which the visual impact of the various elements of the proposed facility is minimized: (1) through the use of existing mechanical elements on the building's roof or other features of the building as support and background, (2) through the use in materials that in texture and color blend with the materials to which the facilities are attached, or (3) other effective means to reduce the visual impact of the facility on the site.**

The Applicant's Proposed Facility will have no additional visual impact on the existing facility and Building. The Proposed Facility will be installed on the façade of the penthouse of the Building and within an existing screen wall, in conformity with the prior Decision.

As stated above, federal law now preempts many of the permit applications requirements that the Ordinance sets forth. To the extent that this Board determines that the Applicants' proposed wireless facility must comply with the Wireless Communications provisions set forth in Section 4.32(g), footnote 49 of the Ordinance, the Applicants submit that they have complied with said requirements, without waiving the argument that such relief is not required.

- 3. Where it is proposed to erect such a facility in any residential zoning district, the extent to which there is a demonstrated public need for the facility at the proposed locations, the existence of alternative, functionally suitable sites in nonresidential locations, the character of the prevailing uses in the area, and the prevalence of other existing mechanical systems and equipment carried on or above the roof of nearby structures. The Board of Zoning Appeal shall grant a special permit to erect such a facility in a residential zoning district only upon a finding that nonresidential uses predominate in the vicinity of the proposed facility's location and that the telecommunications facility is not inconsistent with the character that does prevail in the surrounding neighborhood.**

The Proposed Facility is located in a nonresidential district. As such, the Applicant submits that nonresidential uses predominate in the area, and in keeping with the Decisions, respectfully requests that the Board find the same.

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B. The Applicant complies with the Special Permit Criteria set forth in Section 10-43 of the Ordinance²:

1. The requirements of the Ordinance can be met:

As provided above, the Applicant has met the requirements set forth in Section 4.32(g), footnote 49 of the Ordinance.

2. Traffic generated or patterns of access or egress would not cause congestion hazard, or substantial change in established neighborhood character for the following reasons:

The proposed installation will not obstruct existing rights-of-way or pedestrian access and will not change the daily conditions of access, egress, traffic, congestion hazard, or character of the neighborhood. The installation will not require the addition of any new parking or loading spaces. The use is passive and will not change the current conditions or appearance surrounding the Building. The facility will not produce any odors, fumes, noise or waste. There will be no need for water, sewer, or other municipal services.

As mentioned above, once modified, the facility will be unmanned and will only require infrequent visits by a technician, typically two times per month for routine diagnostics and/or maintenance, except in cases of emergency. These infrequent visits will not result in any material increase in traffic or disruption to patterns of access or egress that will cause congestion hazards or cause a substantial change in the established neighborhood character. The Applicant's maintenance personnel will make use of the existing access roads and parking at the Building.

3. The continued operation of or the development of adjacent uses as permitted in the Zoning Ordinance would not be adversely affected by the nature of the proposed use for the following reasons:

As described above and illustrated on the attached photograph simulations, the modification of the existing facility will produce a minimal change in the appearance

² Pursuant to Section 6409(a) of the Spectrum Act, state and local governments "may not deny and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." As such, the Applicant submits that they need not apply for a special permit from the board. To the extent that this Board determines that the Applicants' proposed wireless facility must comply with special permit requirements set forth in Section 10-43 of the Ordinance, the Applicants submit that they have complied with said requirements, without waiving the argument that such relief is not required.

of the Building. The modification of the existing facility will blend with the existing characteristics of the Building and the surrounding neighborhood. Moreover, the proposed installation will not generate any traffic, smoke, dust, heat, glare, discharge of noxious substances, nor will it pollute waterways or groundwater. Conversely, the surrounding properties and general public will benefit from the potential to enjoy improved wireless communication.

4. Nuisance or hazard would not be created to the detriment of the health, safety, and/or welfare of the occupant of the proposed use or the citizens of the City for the following reasons:

The operations of the proposed telecommunications facility will not adversely impact the health, safety, and the welfare of the residents of the City of Cambridge. On the contrary, the proposed use will benefit the City and promote the safety and welfare of its residents, businesses and drivers by providing reliable state-of-the-art digital wireless voice and data services. Further, the site will improve the reliability of emergency communications with the police and fire departments by eliminating dropped or blocked calls due to inadequate signal strength or insufficient network capacity to handle call volume, particularly important during emergency situations.

The Proposed Facility will comply with all federal, state and local safety requirements including the standards established by the FCC, Federal Aviation Administration (FAA), the American Standards Institute (ANSI), and the Massachusetts Department of Public Health (MDPH).

Accordingly, the Proposed Facility will not adversely impact the health, safety and/or welfare of the neighborhood or the residents of the City of Cambridge.

5. For other reasons, the proposed installation will not impair the integrity of the district or adjoining district or otherwise derogate from the intent or purpose of this ordinance for the following reasons:

The Proposed Facility is designed to blend with the existing characteristics of the Property, reducing any visual impacts to the surrounding area. Accordingly, the Proposed Facility's design results in a minimal impact on the underlying and adjacent zoning district and is consistent with the Ordinance's intention to allow for less intrusive wireless telecommunications facilities in all districts (other than Open Space), including the BA-2 District.

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As mentioned above, the proposed modifications to the existing installation will not generate any traffic, smoke, dust, heat, glare, discharge or noxious substances, nor will it pollute waterways or groundwater.

6. The new use of the building construction is consistent with the Urban Design Objective set for tin Section 19.30 of the Ordinance:

Not Applicable. The Applicant is not proposing to construct a new building or structure.

IV. Summary

The Applicant hereby requests that the Board determine that the City of Cambridge has the right to authorize the construction of the Proposed Facility through the issuance of a Building Permit, pursuant to Section 6409(a) of the Spectrum Act. Or, in the alternative, its proposed modifications to the existing telecommunications facility will not have any adverse effect on the neighborhood within which the Property is located in particular, and the City of Cambridge as a whole. The findings are made in view of the particular characteristics of the Property and of the Applicant's proposed siting and equipment, as detailed above. This Property is the most appropriate location for the installation and operation of the wireless communications facility.

For the foregoing reasons the Applicant respectfully requests that the Board grant the foregoing relief pursuant to Section 6409(a) of the Spectrum Act or, in the alternative, zoning relief in the form of a Special Permit and such other relief as the Board deems necessary to allow the installation and operation of the Applicant's Proposed Facility.

Sincerely,



Adam F. Braillard
Direct: 617-456-8153
Email: abraillard@princelobel.com

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Photographic Simulation Package

Proposed Upgrade to Existing Wireless Telecommunications Facility:

4DE7312A BO312/2500 Mass. Ave
2500 Massachusetts Avenue
Cambridge, MA 02140

- Site photographs taken 3/18/22



Package prepared by:

Virtual Site Simulations, LLC
24 Salt Pond Road
Suite C3
South Kingstown, Rhode Island 02879

www.VirtualSiteSimulations.com
www.ThinkVSSFirst.com

Photo Simulations are for demonstration purposes only. It should not be used in any other fashion or with any other intent. The accuracy of the resulting data is not guaranteed and is not for redistribution





Wireless Telecommunications Facility:

4DE7312A BO312/2500 Mass.
2500 Massachusetts Avenue
Cambridge, MA 02140

Legend:

- ★ Facility Location
- 500 Ft Radius
- ⊗ Photo location - Year Round Visibility
- ⊗ Photo location- Obscured Visibility
- ⊗ Photo location - NOT visible

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Existing



Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
1	Edmunds St	42.39891	-71.1322	107.92 Feet	East	284	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

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Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
1	Edmunds St	42.39891	-71.1322	107.92 Feet	East	284	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

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Existing



Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
2	Massachusetts Ave	42.39954	-71.13268	207.69 Feet	North	173	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

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Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
2	Massachusetts Ave	42.39954	-71.13268	207.69 Feet	North	173	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

Photo Simulations are for demonstration purposes only. It should not be used in any other fashion or with any other intent. The accuracy of the resulting data is not guaranteed and is not for redistribution



Existing



Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
3	Cottage Park Ave	42.39891	-71.13336	209.89 Feet	West	83	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

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Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
3	Cottage Park Ave	42.39891	-71.13336	209.89 Feet	West	83	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

Photo Simulations are for demonstration purposes only. It should not be used in any other fashion or with any other intent. The accuracy of the resulting data is not guaranteed and is not for redistribution



Existing



Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
4	Edmunds St	42.39826	-71.13244	266.17 Feet	South	352	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

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Photo #	Approximate Location	Gps Coordinates		Distance to site	Orientation	Bearing to site	Visibility
4	Edmunds St	42.39826	-71.13244	266.17 Feet	South	352	Year Round

Site: 4DE7312A BO312/2500 Mass. Ave

Photo Simulations are for demonstration purposes only. It should not be used in any other fashion or with any other intent. The accuracy of the resulting data is not guaranteed and is not for redistribution



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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: T-MOBILE LICENSE LLC

T-MOBILE LICENSE LLC
12920 SE 38TH STREET
BELLEVUE, WA 98006

Call Sign WQZL853	File Number
Radio Service WT - 600 MHz Band	

FCC Registration Number (FRN): 0001565449

Grant Date 06-14-2017	Effective Date 06-15-2017	Expiration Date 06-14-2029	Print Date
Market Number PEA007	Channel Block C	Sub-Market Designator 0	
Market Name Boston, MA			
1st Build-out Date 06-14-2023	2nd Build-out Date 06-14-2029	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: T-MOBILE LICENSE LLC

Call Sign: WQZL853

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
---------------	--------------------	--------------------------	------------------------------	---------------

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: T-MOBILE LICENSE LLC

ATTN: FCC REGULATORY COMPLIANCE
T-MOBILE LICENSE LLC
12920 SE 38TH ST.
BELLEVUE, WA 98006

Call Sign WRAM889	File Number 0008585885
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0001565449

Grant Date 05-30-2019	Effective Date 05-30-2019	Expiration Date 06-30-2029	Print Date 05-31-2019
Market Number BTA201	Channel Block C	Sub-Market Designator 4	
Market Name Hyannis, MA			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: T-MOBILE LICENSE LLC

Call Sign: WRAM889

File Number: 0008585885

Print Date: 05-31-2019

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 07/27/2004 and File No. 0001765259.

Reference Copy

Licensee Name: T-MOBILE LICENSE LLC

Call Sign: WRAM889

File Number: 0008585885

Print Date: 05-31-2019

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: T-MOBILE LICENSE LLC

ATTN: FCC REGULATORY COMPLIANCE
T-MOBILE LICENSE LLC
12920 S.E. 38TH STREET
BELLEVUE, WA 98006

Call Sign KNLH311	File Number 0007725350
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0001565449

Grant Date 06-08-2017	Effective Date 06-08-2017	Expiration Date 06-27-2027	Print Date 06-09-2017
Market Number BTA201	Channel Block D	Sub-Market Designator 0	
Market Name Hyannis, MA			
1st Build-out Date 06-27-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: T-MOBILE LICENSE LLC

Call Sign: KNLH311

File Number: 0007725350

Print Date: 06-09-2017

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Preferred Copy

Licensee Name: T-MOBILE LICENSE LLC

Call Sign: KNLH311

File Number: 0007725350

Print Date: 06-09-2017

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: T-MOBILE LICENSE LLC

ATTN: FCC REGULATORY COMPLIANCE
T-MOBILE LICENSE LLC
12920 SE 38TH ST.
BELLEVUE, WA 98006

Call Sign WPOJ753	File Number 0008585870
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0001565449

Grant Date 05-30-2019	Effective Date 05-30-2019	Expiration Date 06-30-2029	Print Date 05-31-2019
Market Number BTA229	Channel Block C	Sub-Market Designator 3	
Market Name Kingsport-Johnston City, TN-Br			
1st Build-out Date 06-30-2004	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: T-MOBILE LICENSE LLC

Call Sign: WPOJ753

File Number: 0008585870

Print Date: 05-31-2019

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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3



2012 01625579

Bk: 01207 Pg: 70 Cert#: 215420

Doc: DECIS 12/19/2012 03:29 PM

City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA
(617) 349-6100

2012 NOV 16 AM 10 27

OFFICE OF THE CITY CLERK
CAMBRIDGE, MASSACHUSETTS

CASE NO: 10334

LOCATION: 2500 Mass Avenue Business A-2 Zone
Cambridge, MA
Lot 100 A

PETITIONER: T-Mobile Northeast, LLC
C/o Jackie Slaga, Agent

RECOMMEND
MARINO CENTER FOR Integrative Health INC
CP215420 BK 1007-70
PETITION: Special Permit: In-kind replacement of existing 6 antennas with new antennas; replacement of 1 existing cabinet with smaller cabinet in same equipment area on roof. All antennas will be mounted in the same location and painted to match façade of building.

VIOLATION: Art. 4.000, Sec. 4.32.G.1 & 4.10 (Footnote 49) (Telecommunication Facility). Art. 10.000, Sec. 10.40 (Special Permit).

DATE OF PUBLIC NOTICE: September 27, 2012 & October 4, 2012

DATE OF PUBLIC HEARING: October 11, 2012

MEMBERS OF THE BOARD:

BRENDAN SULLIVAN - CHAIR
CONSTANTINE ALEXANDER - VICE-CHAIR
TIMOTHY HUGHES
THOMAS SCOTT
JANET GREEN

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☒
☒
☐
☒

ASSOCIATE MEMBERS:

MAHMOOD R. FIROUZBAKHT
DOUGLAS MYERS
SLATER W. ANDERSON
TAD HEUER
ANDREA A. HICKEY
KEVIN C. McAVEY

☒
☐
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Members of the Board of Zoning Appeal heard testimony and viewed materials submitted regarding the above request for relief from the requirements of the Cambridge Zoning Ordinance. The Board is familiar with the location of the petitioner's property, the layout and other characteristics as well as the surrounding district.

215420

1207-70

RECOMMEND

MARINO Center for Integrative Health Inc
2012

Case No. 10334
Location: 2500 Massachusetts Avenue
Petitioner: T-Mobile Northeast, LLC c/o Jackie Slaga, Agent

On October 11, 2012, Petitioner's attorney Ricardo Sousa appeared before the Board of Zoning Appeal requesting a special permit in order to permit the in-kind replacement of six existing antennas with new antennas mounted in the same location and painted to match the building's façade and the replacement of one existing cabinet with a smaller cabinet in the same equipment area on roof. The Petitioner requested relief from Article 4, Sec. 4.32.G.1 of the Cambridge Zoning Ordinance ("Ordinance"). The Petitioner submitted application materials including information about the project, plans, and photographs.

Mr. Sousa stated that the Petitioner wished to upgrade its existing specially permitted wireless facility as part of a system wide upgrade. He stated that new antennas would simply replace existing ones and that everything would be painted and placed so as to reduce visual impacts. He also agreed to replace the proposed pole mounts with low profile mounts. He stated that there was an increasing need for more coverage. He stated that the Petitioner was FCC licensed.

The Chair asked if anyone wished to be heard on the matter, no one indicated such.

After discussion, the Chair moved that the Board grant the special permit for relief in order to permit the in-kind replacement of six existing antennas with new antennas mounted in the same location and painted to match the building's façade and the replacement of one existing cabinet with a smaller cabinet in the same equipment area on roof. The Chair moved that the Board find that the Petitioner was FCC licensed. The Chair moved that the Board find that the visual impact of the various elements of the proposed facility were minimized by the use of low profile antenna mounting brackets and painting of the antennas in order to match the facade of the building. The Chair moved that the Board find that the proposed site was not in a residential zone. The Chair moved that the Board find that the requirements of the Ordinance had been met. The Chair moved that the Board find that traffic generated or patterns of access or egress would not cause congestion, hazard, or substantial change in the established neighborhood character. The Chair moved that the Board find that the continued operation of or development of adjacent uses as permitted in the Ordinance would not be adversely affected by the nature of the proposed use, but rather would enhance adjacent uses with better cell service. The Chair moved that the Board find that there would not be any nuisance or hazard created to the detriment of the health, safety, or welfare of the occupants of the proposed use or to the citizens of the city and that the proposed use would not otherwise derogate from the intent and purpose of the Ordinance. The Chair moved that the Board grant the special permit on the following conditions:

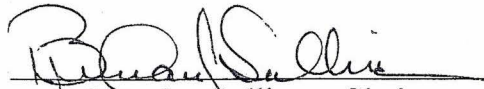
1. that the facility be removed when it is no longer in use for a period of six months or more,
2. that the facility be maintained so as to keep the array visually camouflaged, and
3. that any replacement or upgrade of the equipment would require a new special permit.

The five member Board voted unanimously in favor of granting the special permit (Sullivan, Alexander, Hughes, Green, and Myers) with the above condition. Therefore, the special permit is granted.

The Board based its decision upon all the information presented, the above findings and upon the following:

- 1) The meeting of the requirements of the Ordinance;
- 2) Traffic generated or patterns of access or egress would not cause congestion, hazard, or substantial change in the established neighborhood character;
- 3) The continued operation of or the development of adjacent uses as permitted in the Ordinance would not be adversely affected by the nature of the proposed uses;
- 4) Nuisance or hazard would not be created to the detriment of the health, safety and /or welfare of the occupants of the proposed use;
- 5) The proposed use would not impair the integrity of the district or adjoining district or otherwise derogate from the Ordinance, and in fact would be a significant improvement to the structure and benefit the neighborhood, and;
- 6) The new use or building construction is not inconsistent with the Urban Design Objectives set forth in Section 19.30 of the Cambridge Zoning Ordinance.

The Board of Zoning Appeal is empowered to waive local zoning regulations only. This decision therefore does not relieve the petitioner in any way from the duty to comply with local ordinances and regulations of the other local agencies, including, but not limited to the Historical Commission, License Commission and/or compliance with requirements pursuant to the Building Code and other applicable codes.


Brendan Sullivan, Chair

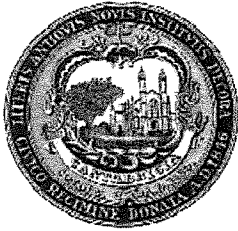
Attest: A true and correct copy of decision filed with the offices of the City Clerk and Planning Board on 11-16-12 by Maria Spicchio, Clerk.

Twenty days have elapsed since the filing of this decision.

No appeal has been filed ✓

Appeal has been filed and dismissed or denied.

Date: December 19, 2012 Donna P. Lopez City Clerk.



CITY OF CAMBRIDGE
MASSACHUSETTS
BOARD OF ZONING APPEAL
831 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02139
617 349-6100

January 27, 2017

T-Mobile Northeast, LLC C/O Ricardo M. Sousa, Esq.
One International Place, Suite 3700
Boston MA, 02110

Case No: BZA-011658-2016

Dear Ricardo M. Sousa, Esq.

We enclose the decision of the Board of Zoning Appeal as it pertains to the premises located at
2500 Massachusetts Ave Cambridge, MA

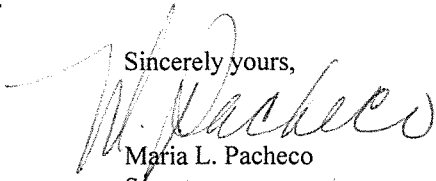
A copy of this decision has been filed with office of the City Clerk, this date. When twenty days have passed you MUST:

1. HAVE THIS DECISION COMPLETED AND SIGNED BY THE CITY CLERK, CITY HALL -
795 Mass Avenue, Cambridge, Ma. (In the space provide on the decision)
 2. FILE THE DECISION WITH THE REGISTRY OF DEEDS
Middlesex County Courthouse, 208 Cambridge Street, Cambridge, MA. (There is usually a
fee, payable to the Registry of Deeds and the book and page number is required by the Registry).
 3. SUPPLY THE BOARD OF ZONING APPEAL WITH DOCUMENTATION OF SUCH
FILING - (with the Registry of Deeds).
- THE DIVISION OF INSPECTIONAL SERVICES WILL NOT ISSUE BUILDING PERMITS
 - UNLESS THE ABOVE ITEMS HAVE BEEN COMPLETED .

Any person aggrieved by a decision of the Board of Zoning Appeal may appeal to the Superior Court or Land Court.
Appeals, if any, shall be made pursuant to Section 17, Chapter 40A, Massachusetts General Laws and shall be filed within
twenty days of the above date, and a copy thereof shall be filed with the Cambridge City Clerk's office by that same date.

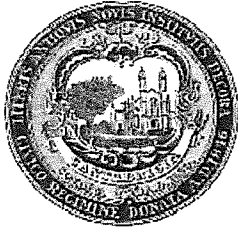
If you have any questions, please phone me at 349-6100.

Sincerely yours,


Maria L. Pacheco
Secretary

Section 10.35 of the Zoning Ordinances:

If the rights authorized by a variance are not exercised within one year of the date of granting of such variance (two years
for a special permit), they shall lapse and may be reestablished only after notice and new hearing pursuant to this Section
10.30.



CITY OF CAMBRIDGE
MASSACHUSETTS
BOARD OF ZONING APPEAL
831 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02139
617 349-6100

2017 JAN 27 AM 10:36
CITY CLERK
CITY OF CAMBRIDGE, MASSACHUSETTS

CASE NO: BZA-011658-2016 Business A-2 Zone

LOCATION: 2500 Massachusetts Ave
Cambridge, MA

PETITIONER: T-Mobile Northeast, LLC C/O Ricardo M. Sousa, Esq.

PETITION: Special Permit: To modify its existing Wireless Telecommunications Facility by collocating three (3) new L700 antennas on the existing building, together with supporting equipment. The Applicant is also proposing to relocate two (2) of the proposed antennas, one (1) of which will be replaced during this upgrade. The relocated antennas will be concealed behind a new fiberglass screen wall. The Applicants proposal complies with Section 6409 of the Spectrum Act as the collocation of antennas is not a substantial change to the existing base station. Moreover, the Applicants proposal complies with Section 4.32 and 10.4 of the Cambridge Zoning Code.

VIOLATION :

Article 4.000	Section 4.32.G.1 (Telecommunication Facility).
Article 4.000	Section 4.40 (Footnote 49) (Telecommunication Facility).
Article 6409	Section Middle Class Tax Relief Act
Article 10.000	Section 10.40 (Special Permit).

DATE OF PUBLIC NOTICE: **November 3 & 10, 2016**

DATE OF PUBLIC HEARING: November 17, 2016; December 15, 2016;

MEMBERS OF THE BOARD:

CONSTANTINE ALEXANDER - CHAIR	<input checked="" type="checkbox"/>
BRENDAN SULLIVAN - VICE-CHAIR	<input checked="" type="checkbox"/>
JANET O. GREEN	<input checked="" type="checkbox"/>
PATRICK TEDESCO	<input type="checkbox"/>
ANDREA A. HICKEY	<input checked="" type="checkbox"/>

ASSOCIATE MEMBERS:

DOUGLAS MYERS	<input type="checkbox"/>
SLATER W. ANDERSON	<input type="checkbox"/>
ALISON HAMMER	<input type="checkbox"/>
JIM MONTEVERDE	<input type="checkbox"/>
GEORGE BEST	<input checked="" type="checkbox"/>
LAURA WERNICK	<input type="checkbox"/>

Members of the Board of Zoning Appeal heard testimony and viewed materials submitted regarding the above request for relief from the requirements of the Cambridge Zoning Ordinance. The Board is familiar with the location of the petitioner's property, the layout and other characteristics as well as the surrounding district.

Case No. BZA-011658-2016
Location: 2500 Massachusetts Avenue
Petitioner: T-Mobile Northeast LLC – c/o Ricardo Sousa, Esq.

On December 15, 2016, Petitioner's attorney Daniel Glissman appeared before the Board of Zoning Appeal requesting a special permit in order to modify its existing wireless telecommunications facility by collocating three new L700 antennas on the existing building, together with supporting equipment and to relocate two of the proposed antennas to be concealed behind a new fiberglass wall. The Petitioner requested relief under Article 4, Section 4.32.G.1 and Article 10, Section 10.40 of the Cambridge Zoning Ordinance ("Ordinance") and Section 6409 of the Middle Class Tax Relief & Job Creation Act. The Petitioner submitted materials in support of their application including information about the project, plans, and photographs.

Mr. Glissman stated that the plan had been altered to comply with Planning Board wishes and now included a complete screening of the installation. He stated that the screening would be painted to match the building and that the Planning Board wished to retain the right to sign off on the final screening material and that the petitioner was in agreement that it would procure said sign-off. He stated that the petitioner was FCC licensed. He stated that the site was not located in a residential zone. He stated that the proposed work did not constitute a substantial change under Section 6409.

The Chair asked if anyone wished to be heard on the matter, no one indicated such.

After discussion, the Chair moved that the Board make the following findings based upon the application materials submitted and all evidence before the Board and that based upon the findings the Board grant the requested relief as described in the Petitioner's submitted materials and the evidence before the Board: that the Board find that the requirements of the Ordinance could not be met without the Special Permit sought; that the Board find that traffic generated or patterns of access or egress would not cause congestion, hazard, or substantial change in established neighborhood character; that the Board find that the continued operation or development of adjacent uses as permitted by the Ordinance would not be adversely affected by the nature of the proposed use; that the Board find that it had received no comments from abutters regarding adverse effects; that the Board find that conditions imposed below would minimize the possibility that there would be an adverse effect; that the Board find that no nuisance or hazard would be created to the detriment of the health, safety, and/or welfare of the occupants of the proposed use or the citizens of the City; that the Board find that what was proposed would not impair the integrity of the district or adjoining district or otherwise derogate from the intent and purpose of the Ordinance; that the Board find that the modification of the existing telecommunication facility at the site would not substantially change the physical dimensions of the existing wireless tower or bay station at such facility within the meaning of Section 6409(a) of The Middle Class Tax Relief and Job Creation Act of 2012, also known as The Spectrum Act.

The Chair further moved that based upon all the information presented the Board grant the requested relief as described in the Petitioner's submitted materials and the evidence before the Board on the following conditions:

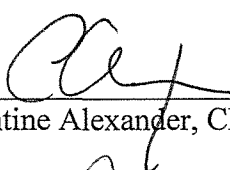
1. that the work proceed in accordance with plans submitted by the petitioner, as initialed by the Chair,
2. that upon completion of the work, the physical appearance and visual impact of the proposed work be consistent with the photo simulations submitted by the petitioner, as initialed by the Chair,
3. that the petitioner at all times maintain the proposed work so that its physical appearance and visual impact remain consistent with the photo simulations previously referred to,
4. that should the petitioner cease to utilize the equipment approved tonight for a continuous period of six months or more, it promptly thereafter remove such equipment and restore the building on which it was located to its prior condition and appearance to an extent reasonably practicable,
5. that the petitioner continue to comply with the conditions imposed by the Board with respect to previous Special Permits granted to the petitioner with regard to the site in question,
6. that the materials to be used for the screening for the new equipment be approved by the Community Development Department, on the basis that it will weather and have an appearance consistent with the appearance of the screening that exists, and not be different to any material extent than what is there now,
7. that inasmuch as the health effects of the transmission of electromagnetic energy waves is a matter of ongoing societal concern and scientific study, the Special Permit is also subject to the following conditions:
 - A. that the petitioner shall file with the Inspectional Services Department each report it files with the federal authorities regarding electromagnetic energy wave emissions emanating from all of the petitioner's equipment on the site. Each such report shall be filed with the Inspectional Services Department no later than ten business days after the report has been filed with the federal authorities. Failure to timely file any such report with the Inspectional Services Department shall ipso facto terminate the Special Permit granted tonight.
 - B. that in the event that at any time federal authorities notify the petitioner that its equipment on the site, including, but not limited to the special permit granted tonight, fails to comply with the requirements of law or governmental regulations, whether with regard to the emissions of electromagnetic energy waves or otherwise, the petitioner, within ten business days of receipt of such notification of such failure, shall file with the Inspectional Services Department a report disclosing in reasonable detail that such failure has occurred and the basis for such claimed failure. The special permit shall ipso facto terminate if any of the petitioner's federal licenses are suspended, revoked, or terminated.
 - C. that to the extent a special permit has terminated pursuant to the foregoing paragraphs A and B, the petitioner may apply to this Board for a new special permit provided that the public notice containing such application discloses in reasonable detail that the application has been filed because of a termination of the special permit pursuant to paragraphs A or B above. Any such new application shall not be deemed a repetitive petition and therefore will not be

subject to the two-year period during which repetitive petitions may not be filed.

- D. that within ten business days after receipt of a Building Permit for installation of equipment subject to this petition, the petitioner shall file with the Inspectional Services Department a sworn Affidavit of the person in charge of the installation of equipment by the petitioner of the geographical area that includes Cambridge. Stating that A, he or she has such responsibility, and B that the equipment being installed pursuant to the special permit will comply with all federal safety rules and will be situated and maintained in locations with appropriate barricades and other protections, such that individuals, including nearby residents and occupants of nearby structures, will be sufficiently protected from excessive radio frequency radiation under federal law.

The five member Board voted unanimously in favor of granting the special permit with the above conditions (Alexander, Sullivan, Green, Hickey, and Best). Therefore, the special permit is granted as conditioned.

The Board of Zoning Appeal is empowered to waive local zoning regulations only. This decision therefore does not relieve the petitioner in any way from the duty to comply with local ordinances and regulations of the other local agencies, including, but not limited to the Historical Commission, License Commission and/or compliance with requirements pursuant to the Building Code and other applicable codes.


Constantine Alexander, Chair

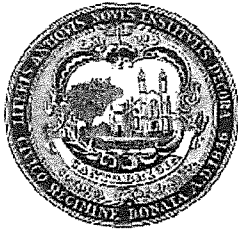
Attest: A true and correct copy of decision filed with the offices of the City Clerk and Planning Board on 1/27/17 by Maria Pacheco, Clerk.

Twenty days have elapsed since the filing of this decision.

No appeal has been filed _____.

Appeal has been filed and dismissed or denied.

Date: _____ City Clerk.



CITY OF CAMBRIDGE
MASSACHUSETTS
BOARD OF ZONING APPEAL
831 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02139
617 349-6100

NOTICE OF DECISION

DECISION FILED WITH THE OFFICE OF THE CITY CLERK ON **January 27, 2017**

Any person aggrieved by a decision of the Board of Zoning Appeal may appeal to the Superior Court or Land Court. Appeals, if any, shall be made pursuant to Section 17, Chapter 40A, Massachusetts General Laws and shall be filed within twenty calendar days from the above date, and a copy thereof shall be filed with the Cambridge City Clerk's office by that same date

PREMISES: 2500 Massachusetts Ave
Cambridge, MA

PETITIONER: T-Mobile Northeast, LLC C/O Ricardo M. Sousa, Esq.

PETITION: Special Permit: To modify its existing Wireless Telecommunications Facility by collocating three (3) new L700 antennas on the existing building, together with supporting equipment. The Applicant is also proposing to relocate two (2) of the proposed antennas, one (1) of which will be replaced during this upgrade. The relocated antennas will be concealed behind a new fiberglass screen wall. The Applicants proposal complies with Section 6409 of the Spectrum Act as the collocation of antennas is not a substantial change to the existing base station. Moreover, the Applicants proposal complies with Section 4.32 and 10.4 of the Cambridge Zoning Code.

DECISION: **Approved**

CASE NO: BZA-011658-2016

July 14, 2022

Ranjit Singanayagam
Commissioner of Inspectional Services/Building Commissioner
City of Cambridge
831 Massachusetts Avenue
Cambridge, MA 02139

Re: Eligible Facilities Request to Modify Transmission Equipment at an Existing
Base Station located at **2500 Massachusetts Ave., Cambridge, MA 02140.**

Dear Mr. Singanayagam:

A. T-Mobile is Filing an Eligible Facilities Request

Prince Lobel Tye LLP, on behalf of T-Mobile Northeast LLC is submitting the attached Eligible Facilities Request application to add, remove, modify, or replace Transmission Equipment at an Existing Base Station located at 2500 Massachusetts Avenue, Cambridge, MA 02140.

Because this jurisdiction has not yet developed an Eligible Facilities Request permit application form that complies with Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, commonly known as the “Spectrum Act” (Pub. Law No. 112-96, 126 Stat 156) (codified at 47 U.S.C. § 1455), this Eligible Facilities Request is attached to the Building Permit Application form which was customarily used by this jurisdiction when reviewing requests to collocate or modify wireless telecommunications facilities. Because federal law now preempts many of the permit application requirements that this jurisdiction would previously have required from an applicant, this Eligible Facilities Request application provides only the information that federal law allows this jurisdiction to consider when reviewing an Eligible Facilities Request.

Section 6409(a) of the Spectrum Act mandates that state and local governments “*may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.*” Under Section 6409(a)(2)(A)-(C) an Eligible Facilities Request is any request to modify a Tower or Base Station that involves “collocations of new Transmission Equipment,” “removal,” or “replacement” of Transmission Equipment.

B. Why this Eligible Facilities Request Must Be Granted

Prince Lobel Tye LLP
One International Place
Suite 3700
Boston, MA 02110
TEL: 617 456 8000
FAX: 617 456 8100

This Eligible Facilities Request involves an effort to collocate, remove, modify, or replace Transmission Equipment at an existing Base Station operated by an FCC licensed wireless carrier. The FCC has defined Base Station as “the equipment and non-tower supporting structure at a fixed location that enable Commission-licensed or authorized wireless communications between user equipment and a communications network . . . the term includes equipment associated with wireless communications service including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supply, and comparable equipment.” The term existing base station also includes a structure that currently houses or supports an antenna, transceiver or other associated equipment that constitutes part of a Base Station at the time the application is filed even if the structure was not built solely or primarily to provide such support. The existing Base Station in this application is approximately 52’ high and presently contains wireless facilities. The existing Base Station meets the Federal Communications Commission (“FCC”) definition of a Base Station.

The list of equipment identified in the Eligible Facilities Request application that will be collocated, removed, or replaced at the Base Station also is Transmission Equipment as determined by the FCC. The FCC has defined Transmission Equipment as “any equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas and other relevant equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and back-up power supply. This definition includes equipment used in any technological configuration associated with any Commission-authorized wireless transmission, licensed or unlicensed, terrestrial or satellite, including commercial mobile, private mobile, broadcast and public safety services, as well as fixed wireless services such as microwave backhaul or fixed broadband.”

The FCC, in a Report and Order adopted on October 17, 2014, determined that any modification to an existing telecommunications Base Station that meets the following six criteria does not substantially change the physical dimensions of the existing Base Station and therefore is an Eligible Facilities Request which must be granted:

- 1. The modifications to the Transmission Equipment do not increase the height of the Base Station by more than 10 percent (10%) or ten (10) feet, whichever is greater.*

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- a. The height of the Base Station is approximately 52' high. The proposed replacement and addition of the antennas will not affect the height of the Base Station.
2. *The modifications to the Transmission Equipment do not protrude from the edge of the support structure by more than six (6) feet.*
 - a. The addition of the proposed antennas will not protrude from the edge of the building by more than six (6) feet, and therefore the facility will not exceed the six (6) foot limitation. The majority of the antennas will be either concealed within stealth enclosed or painted to match the façade of the Building. As such, the proposed modification will not protrude from the edge of the building by more than six (6) feet.
3. *The modifications to the Transmission Equipment do not involve the installation of more than the standard number of equipment cabinets for the technology involved, not to exceed four.*
 - a. The Applicant proposal will not increase the number of equipment cabinets by more than four (4).
4. *The modifications to the Transmission Equipment do not entail any excavation or deployment outside of the Base Station site.*
 - a. There will be no excavation or deployment outside of the Base Station site.
5. *The modifications to the Transmission Equipment do not defeat any existing concealed or stealth-design.*
 - a. Pursuant to the previous decisions by the Board of Zoning Appeal for the City of Cambridge (the “**Board**”) for this site, dated October 11, 2012 (Case No. 10334) (the “**Decision**”) and a second decision dated December 16, 2016 (Case No. 011658-2016) (the “**2nd Decision**” and together with the Decision shall hereafter be referred to as the “**Decisions**”), the existing panel antennas are located in the preferred location on the building. The replacement of the existing three (3) antennas with three (3) new antennas will not defeat the intent of the existing design, as the new antennas will be installed at the same locations as the existing antennas and

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concealed behind a fiberglass reinforced polymer (“FRP”) screen wall or painted to match the color of the Building. Furthermore, all proposed antennas will be integrated into the building to the extent possible. As such, modifications to the existing facility will be in conformity with the Decision and do not defeat the existing stealth design.

6. *The modifications to the Transmission Equipment comply with prior conditions of approval of the Base Station, unless the non-compliance is due to an increase in height, increase in width, addition of equipment cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds in numbers 1-4.*
 - a. Based on the foregoing, the proposed modifications to the Base Station fully conform to Section 6409(a) of the Spectrum Act and comply with the prior conditions of approval of the Base Station.

There is a certification attached to the accompanying Eligible Facilities Request that identifies how each of the six review criteria identified by the FCC is met. The modifications to the Transmission Equipment at the Base Station located at 2500 Massachusetts Avenue, Cambridge, MA 02140 contained in this Eligible Facilities Request fully conform to Section 6409(a) as enacted by Congress and as interpreted by the FCC. Accordingly, this Eligible Facilities Request must be approved within 60 days, as required by federal law and FCC implementing regulations.

C. Notice of Federal Law Expedited Permit Processing and Deemed Granted

Under federal law, an Eligible Facilities Request is deemed granted sixty (60) days after a complete application is filed with a local jurisdiction. If sixty days pass after the submission of T-Mobile’s accompanying Eligible Facilities Request and the City of Cambridge has not acted to grant or deny the request, it will be deemed granted. At that time, the applicant may advise the City of Cambridge that the application has been deemed granted. If the City of Cambridge wishes to contest whether the Eligible Facilities Request has been deemed granted, the burden is on the City of Cambridge to file a lawsuit in a court of competent jurisdiction within 30 days after receipt of a written communication notifying it that the Eligible Facilities Request has been deemed granted. Failure to file a lawsuit in a timely manner may forever bar this jurisdiction from contesting that this Eligible Facilities Request has been deemed granted.

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T-Mobile is committed to working cooperatively with you, and all jurisdictions around the country, to secure expeditious approval of requests to modify existing personal wireless service facilities. Please do not hesitate to contact me if you have questions.

Sincerely,



Adam F. Braillard

Direct: 617-456-8153

Email: abraillard@princelobel.com

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TEL: 617 456 8000
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ELIGIBLE FACILITIES REQUEST CERTIFICATION FOR NON-SUBSTANTIAL CHANGES TO AN EXISTING BASE STATION

“Base Station” means the equipment and non-tower supporting structure at a fixed location that allow Commission-licensed or authorized wireless communications between user equipment and a communications network. The term base station includes any equipment associated with wireless communications services including but not limited to radio transceivers, antennas, coaxial or fiber-optic cables, regular or back up power supply, and comparable equipment. The term existing base station also includes a structure that currently houses or supports an antenna, transceiver or other associated equipment that constitutes part of a base station at the time the application is filed even if the structure was not built solely or primarily to provide such support. “Base Station” includes the relevant equipment in any technological configuration, including small cells and DAS. Remember “Base Station” has two separate meanings: (1) the supporting structure that houses FCC licensed or authorized wireless equipment and (2) the wireless equipment itself. Keep this distinction in mind when calculating a substantial change in physical dimensions.

“Transmission Equipment” means any equipment that facilitates transmission for any FCC licensed or authorized wireless communication service, including but not limited to, radio transceivers, antennas and other relevant equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and back-up power supply. This definition includes equipment used in any technological configuration associated with any Commission-authorized wireless transmission, licensed or unlicensed, terrestrial or satellite, including commercial mobile, private mobile, broadcast and public safety services, as well as fixed wireless services such as microwave backhaul or fixed broadband.

“Collocation” means the addition, removal or replacement of Transmission Equipment to an existing tower or a base station. This means that the existing support structure, be it a tower or a building or some other structure, must presently support FCC licensed or authorized wireless facilities. The FCC further requires that the site (tower, building, or other structure) was previously approved by the appropriate agency of government to house wireless facilities. Illegal wireless installations cannot be the basis for an eligible facilities request. However, if a communications Tower was erected at a time when it was exempt from zoning, the Tower can be modified through the Eligible Facilities Request process even if the Tower is no longer exempt from zoning.

Site Address: 2500 Massachusetts Avenue, Cambridge, MA 02140

Existing Facilities

The Existing Facility is comprised of five (5) panel antenna and one (1) Sprint GPS antenna all mounted to the façade of the existing penthouse on the roof of the building, together with supporting equipment.

Height of Base Station

Height above ground level of the tallest point on the existing base station: 52' (feet)

Height above ground level of the tallest point of the existing base station after the installation of the *proposed* equipment: 52'(feet)

- 1) Does the height above ground level of the proposed equipment exceed the height of the tallest point on the existing base station by more than 10 percent (10%) or ten (10) feet, whichever is greater?

☐ Yes ☒ No

Width of Base Station

- 2) Will any of the proposed equipment protrude from the edge of the support structure by more than six (6) feet?

☐ Yes ☒ No

Excavation or Equipment Placement

- 3) Will the proposed changes in Transmission Equipment involve excavation or placement of new equipment outside the existing Base Station site or outside any access or utility easements currently related to the site?

☐ Yes ☒ No

Equipment Cabinets

- 4) Will the proposed modification in Transmission Equipment involve installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four?

☐ Yes ☒ No

Concealed or Stealth-Designed Wireless Facilities

5)

- a) Is the existing wireless facility concealed or stealth- designed?

☒ Yes ☐ N

- b) If the answer to 5a) is “Yes,” will the proposed modification in Transmission Equipment defeat the existing concealed or stealth-design?
☐ Yes ☒ No

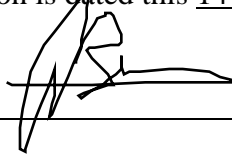
Compliance with Preexisting Conditions of Approval for the Base Station

- 6)
- a) Were there any conditions of approval stated in the original government approval of the Base Station?
☒ Yes ☐ No
- b) Will the proposed modification in Transmission Equipment comply with conditions of approval imposed on the Base Station prior to February 22, 2012?
☒ Yes ☐ No
- c) If the answer to 6b) is “No,” is the non-compliance due solely to any of the conditions addressed in Questions 1-5 above?
☐ Yes ☐ No

If the answers to questions 1-4 are “No,” the answer to either 5a) or b) is “No,” and the answers to 6a) is “No” or the answers to either 6b) or 6c) are “Yes,” then the proposed modifications do not substantially change the physical dimensions of the existing Base Station.

This certification is dated this 14th day of July, 2022.

Signature



Adam F. Braillard, Esq., Attorney for Applicant
Name & Title

Eligible Facilities Request (EFR) Application Form

[Attach this EFR form to the local jurisdiction form used to process cell site modifications.]

Date of Submittal: _____

Submitted by:

Name: _____

Title: _____

Contact information: _____

Name of Jurisdiction: _____

Address of Jurisdiction: _____

Contact Name for Jurisdiction: _____

Name of Local Government Permit Application: _____

Local Government File #: _____

Street Address of Site: _____

Tax Parcel # of Site: _____

Latitude/Longitude of Site: _____

List Each Piece of Transmission Equipment that will be Collocated or Added:

List Each Piece of Transmission Equipment that will be Removed:

List Cabinets that will be Collocated or Added at the Site:

List Cabinets that will be Removed at the Site:

This map displays a residential area with a grid of streets. Key streets include Richard Ave, Churchill Ave, Clarendon Ave, Washburn Ave, Cottage Park Ave, Edmunds St, Tyler Ct, and Massachusetts Ave. The map is color-coded with yellow for most residential lots, green for parks (Linear Park, Clarendon Avenue Playground), and light blue for water bodies. A red line traces a path through the center of the map, and blue arrows indicate directions of travel or flow along several streets. Numerous property addresses are labeled, such as 186-63, 186-64, 186-65, 186-68, 186-69, 186-70, 186-71, 186-72, 186-73, 186-74, 186-84, 186-85, 184-12, 184-11, 184-10, 184-9, 184-199, 184-21, 184-22, 184-23, 184-24, 184-25, 184-26, 184-27, 184-191, 184-31, 184-159, 184-193, 184-109, 184-108, 184-107, 184-106, 184-105, 184-104, 184-103, 184-102, 184-101, 184-100, 184-99, 184-98, 184-97, 184-96, 184-95, 184-94, 184-93, 184-92, 184-91, 184-90, 184-89, 184-88, 184-87, 184-86, 184-85, 184-84, 184-83, 184-82, 184-81, 184-80, 184-79, 184-78, 184-77, 184-76, 184-75, 184-74, 184-73, 184-72, 184-71, 184-70, 184-69, 184-68, 184-67, 184-66, 184-65, 184-64, 184-63, 184-62, 184-61, 184-60, 184-59, 184-58, 184-57, 184-56, 184-55, 184-54, 184-53, 184-52, 184-51, 184-50, 184-49, 184-48, 184-47, 184-46, 184-45, 184-44, 184-43, 184-42, 184-41, 184-40, 184-39, 184-38, 184-37, 184-36, 184-35, 184-34, 184-33, 184-32, 184-31, 184-30, 184-29, 184-28, 184-27, 184-26, 184-25, 184-24, 184-23, 184-22, 184-21, 184-20, 184-19, 184-18, 184-17, 184-16, 184-15, 184-14, 184-13, 184-12, 184-11, 184-10, 184-9, 184-8, 184-7, 184-6, 184-5, 184-4, 184-3, 184-2, 184-1, 184-0, 183-99, 183-98, 183-97, 183-96, 183-95, 183-94, 183-93, 183-92, 183-91, 183-90, 183-89, 183-88, 183-87, 183-86, 183-85, 183-84, 183-83, 183-82, 183-81, 183-80, 183-79, 183-78, 183-77, 183-76, 183-75, 183-74, 183-73, 183-72, 183-71, 183-70, 183-69, 183-68, 183-67, 183-66, 183-65, 183-64, 183-63, 183-62, 183-61, 183-60, 183-59, 183-58, 183-57, 183-56, 183-55, 183-54, 183-53, 183-52, 183-51, 183-50, 183-49, 183-48, 183-47, 183-46, 183-45, 183-44, 183-43, 183-42, 183-41, 183-40, 183-39, 183-38, 183-37, 183-36, 183-35, 183-34, 183-33, 183-32, 183-31, 183-30, 183-29, 183-28, 183-27, 183-26, 183-25, 183-24, 183-23, 183-22, 183-21, 183-20, 183-19, 183-18, 183-17, 183-16, 183-15, 183-14, 183-13, 183-12, 183-11, 183-10, 183-9, 183-8, 183-7, 183-6, 183-5, 183-4, 183-3, 183-2, 183-1, 183-0, 182-99, 182-98, 182-97, 182-96, 182-95, 182-94, 182-93, 182-92, 182-91, 182-90, 182-89, 182-88, 182-87, 182-86, 182-85, 182-84, 182-83, 182-82, 182-81, 182-80, 182-79, 182-78, 182-77, 182-76, 182-75, 182-74, 182-73, 182-72, 182-71, 182-70, 182-69, 182-68, 182-67, 182-66, 182-65, 182-64, 182-63, 182-62, 182-61, 182-60, 182-59, 182-58, 182-57, 182-56, 182-55, 182-54, 182-53, 182-52, 182-51, 182-50, 182-49, 182-48, 182-47, 182-46, 182-45, 182-44, 182-43, 182-42, 182-41, 182-40, 182-39, 182-38, 182-37, 182-36, 182-35, 182-34, 182-33, 182-32, 182-31, 182-30, 182-29, 182-28, 182-27, 182-26, 182-25, 182-24, 182-23, 182-22, 182-21, 182-20, 182-19, 182-18, 182-17, 182-16, 182-15, 182-14, 182-13, 182-12, 182-11, 182-10, 182-9, 182-8, 182-7, 182-6, 182-5, 182-4, 182-3, 182-2, 182-1, 182-0, 181-99, 181-98, 181-97, 181-96, 181-95, 181-94, 181-93, 181-92, 181-91, 181-90, 181-89, 181-88, 181-87, 181-86, 181-85, 181-84, 181-83, 181-82, 181-81, 181-80, 181-79, 181-78, 181-77, 181-76, 181-75, 181-74, 181-73, 181-72, 181-71, 181-70, 181-69, 181-68, 181-67, 181-66, 181-65, 181-64, 181-63, 181-62, 181-61, 181-60, 181-59, 181-58, 181-57, 181-56, 181-55, 181-54, 181-53, 181-52, 181-51, 181-50, 181-49, 181-48, 181-47, 181-46, 181-45, 181-44, 181-43, 181-42, 181-41, 181-40, 181-39, 181-38, 181-37, 181-36, 181-35, 181-34, 181-33, 181-32, 181-31, 181-30, 181-29, 181-28, 181-27, 181-26, 181-25, 181-24, 181-23, 181-22, 181-21, 181-20, 181-19, 181-18, 181-17, 181-16, 181-15, 181-14, 181-13, 181-12, 181-11, 181-10, 181-9, 181-8, 181-7, 181-6, 181-5, 181-4, 181-3, 181-2, 181-1, 181-0, 180-99, 180-98, 180-97, 180-96, 180-95, 180-94, 180-93, 180-92, 180-91, 180-90, 180-89, 180-88, 180-87, 180-86, 180-85, 180-84, 180-83, 180-82, 180-81, 180-80, 180-79, 180-78, 180-77, 180-76, 180-75, 180-74, 180-73, 180-72, 180-71, 180-70, 180-69, 180-68, 180-67, 180-66, 180-65, 180-64, 180-63, 180-62, 180-61, 180-60, 180-59, 180-58, 180-57, 180-56, 180-55, 180-54, 180-53, 180-52, 180-51, 180-50,

2500 Mass Ave

Petitioner

184-199
CAMBRIDGE CITY OF RECREATION DEPT.
57 INMAN ST
CAMBRIDGE, MA 02139

184-31
CAMBRIDGE AUTOMOTIVE PROPERTIES LLC
117 HAMMOND ST.
CHESTNUT HILL, MA 02467

PRINCE LOBEL TYE LLP
C/O ADAM F. BRAILLARD, ESQ.
ONE INTERNATIONAL PLACE – SUITE 3700
BOSTON, MA 02110

184-199
CITY OF CAMBRIDGE
C/O CITY MANAGER

184-199
CITY OF CAMBRIDGE
C/O NANCY GLOWA
CITY SOLICITOR

189-76
FULOP, JOHN
103 EAST ALFORD RD.
WEST STOCKBRIDGE, MA 01266

184-9
JAS CONSOLIDATED PROPERTIES LLC
C/O JAS CORPORATION
1035 CAMBRIDGE ST., #12
CAMBRIDGE, MA 02141

189-72
VLW REALTY LLC,
517 CONCORD AVE
CAMBRIDGE, MA 02138

189-94
CAMBRIDGE ELECTRIC LIGHT CO
C/O NSTAR ELECTRIC CO
PROPERTY TAX DEPT., P.O. BOX 270
HARTFORD, CT 06141-0270

184-192
HARRIS, MARCELL & ANTONIA HARRIS
2495-2497 MASSACHUSETTS AVE., UNIT 8
CAMBRIDGE, MA 02140

184-192
TUMWINE, DEO F.
2497 MASSACHUSETTS AVE., UNIT K
CAMBRIDGE, MA 02140

184-192
KWAN, JACKIE & JENNY KWAN
2495-2497 MASSACHUSETTS AVE., UNIT H
CAMBRIDGE, MA 02140

184-192
FEREJI, SUDDI A. & MOANA S. MOHAMMED
2495 MASS AVE. #4
CAMBRIDGE, MA 02140

184-192
EVANS, STACEY
2495-2497 MASS AVE., UNIT A
CAMBRIDGE, MA 02140

184-192
MOLA, MESELU
2497 MASS AVE #L
CAMBRIDGE, MA 02140

184-192
WANGCHUK, TSETAN
2497 MASS AVE. #4
CAMBRIDGE, MA 02140

184-192
HYATT, ANGELINE C.
2495 MASS AVE. UNIT#5
CAMBRIDGE, MA 02140

184-192
KEBEDE, SHIFERAW M. & RIHANA I. ALI
2497 MASS AVE. UNIT#5
CAMBRIDGE, MA 02140

184-192
JAMANKA, AMBER SUMATHI
2495-2497 MASSACHUSETTS AVE., UNIT N
CAMBRIDGE, MA 02140

184-192
MITIKIE, MEZGEBU B. & ABEBAYE LEMA
2497 MASS AVE. #2
CAMBRIDGE, MA 02140

184-192
JOSEPH, ARNOLD & JUDITH D. JOSEPH
2495-2497 MASSACHUSETTS AVE., UNIT C
CAMBRIDGE, MA 02140

184-192
BEYENE, MEKONNEN M. & FANAYE M. DESTA
2495-2497 MASSACHUSETTS AVE., UNIT B
CAMBRIDGE, MA 02140

189-63
ATHANASOPOULOS, JOHN &
KATHERINE SPYROPOULOS
7 PONDVIEW RD
ARLINGTON, MA 02174

189-63
CARR, DANIEL P. & LAURA S. FERRAGUTO
18 COTTAGE PARK AVE., #2
CAMBRIDGE, MA 02140

189-81
GROSS, DAVID S. & SUSAN GROSS
639 SUMMERVILLE DRIVE
SHREVEPORT, LA 71115

189-102
BIBERSTEIN, KATHRYN
22 COTTAGE PARK AVE #10
CAMBRIDGE, MA 02140

189-102
OHANYAN, ARTUR & MARGARIT GEVORGYAN
22-27 COTTAGE PARK AVE #5
CAMBRIDGE, MA 02140

189-102
BARKS, DANIEL PAUL &
SEBASTIAN LOURIDO ISAZA
22 COTTAGE PARK AVE UNIT # 9
CAMBRIDGE, MA 02140

189-102
KNUDSEN, ROSA M.
22 COTTAGE PARK AVE., #15
CAMBRIDGE, MA 02140

189-102
SHAH, ANUJ A. HEATHER L. MACDONALD
22 COTTAGE PARK AVE., #14
CAMBRIDGE, MA 02140

2500 Mass Ave

189-102
GOLDMAN, JAY R. &
ANNE I. GOLDMAN TRUSTEES
22 COTTAGE PARK AVE., #11
CAMBRIDGE, MA 02140

189-102
MILLER, NEIL G.
22-27 COTTAGE PARK AVE., #2
CAMBRIDGE, MA 02140

189-102
VASUDEVAN, FELICIA S. & ANANT VASUDEVAN
22 COTTAGE PARK AVE., #1
CAMBRIDGE, MA 02140

189-102
DE LANTSHEERE, CHARLES A. &
TONI LEE DE LANTSHEERE, TRUSTEES
65 SPARKS STREET
CAMBRIDGE, MA 02138

189-102
PRATT, PHILIP G.,
TRUSTEE KATHLEEN J. SKINNER, TRUSTEE
22 COTTAGE PARK AVE., #12
CAMBRIDGE, MA 02140

189-102
YU, YENYEN
33 CANAL STREET
WINCHESTER, MA 01890

189-102
LYDECKER, JOHN KENT & TONI H. LYDECKER
22 COTTAGE PARK AVE UNIT #4
CAMBRIDGE, MA 02140

189-53
MORENO, CARLOS
2512 MASSACHUSETTS AVE. UNIT 3
CAMBRIDGE, MA 02140

189-102
CASTILLO, ALIDA J.,
TRUSTEE ALIDA J. CASTILLO TRUST
22 COTTAGE PARK AVE UNIT 6
CAMBRIDGE, MA 02140

189-54
WAYLONIS, ELLEN & ROGER MAY
2508 MASSACHUSETTS AVE., #1
CAMBRIDGE, MA 02140

189-54
DEWITTE, MARY & JOSHUA P. DEWITTE
2508 MASSACHUSETTS AVE., #2
CAMBRIDGE, MA 02140

189-102
PETER-HARP, ERIKA
22 COTTAGE PARK AVE #16
CAMBRIDGE, MA 02139

189-53
THE GOOD DOG CONSULTING LLC
2512 MASSACHUSETTS AVE UNIT C1
CAMBRIDGE, MA 02140

189-82
9-11 EDMUNDS STREET LLC
93 BROADWAY
SOMERVILLE, MA 02145

189-53
RODRIGUEZ, MANUEL ORELLANA
MARIA D. PIZARRO-FIGUEROA
42 BEACON ST
ARLINGTON, MA 02474

189-102
GAMMILL GRIFFIN M
22 COTTAGE PARK AVE - UNIT 3
CAMBRIDGE, MA 02140

189-53
MIAO, HARRY & LEI SHE
112 S FRANCISCA AVE - UNIT C
REDONDO BEACH, CA 90277

189-53
WENDL ANDREW J
2512 MASSACHUSETTS AVE - UNIT 1
CAMBRIDGE, MA 02140

189-64
HOPKINS BROOK DANIEL SCOTT FARBMAN
14 COTTAGE PARK AVE
CAMBRIDGE, MA 02140

184-192
BURY FRANTZ & CARRINE G BURY
2497 MASSACHUSETTS AVE UNIT 1
CAMBRIDGE, MA 02139

189-81
SAMLAN YONATAN ELISHA & NOA SAMLAN TRS
15 EDMUNDS ST - UNIT B
CAMBRIDGE, MA 02140

189-102
AUNCE JOSEPH DANIEL SPRAGUE
22 COTTAGE PARK AVE - UNIT 8
CAMBRIDGE, MA 02140

184-159
SRP NORTH CAMBRIDGE LLC,
C/O STONE RIVER PROPERTIES, LLC.
720 MASS AVE
CAMBRIDGE, MA 02139

189-93
MOUNT AUBURN PROFESSIONAL SERVICES, INC
C/O MOUNT AUBURN HOSPITAL
330 MOUNT AUBURN ST.
CAMBRIDGE, MA 02138

184-191
BERNARD FAMILY REALTY, LLC
C/O MARVIN F POER & CO - NTW , LLC
P.O. BOX 52427
ATLANTA, GA 30355