12/5/24, 11:47 AM about:blank



CITY OF CAMBRIDGE

BOARD OF ZONING APPEAL

831 Massachusetts Avenue, Cambridge MA 02139

617-349-6100

2024 DEC 10 AM 11:54

OFFICE OF THE CITY CLERK CAMBRIDGE, MASSACHUSETTS

BZA Application Form

BZA Number: 1144543

General	Information	1
General	IIIIOIIIIauoi	

The undersigned I	nereby petitions th	ne Board of Zoning	Appeal for the following:
Special Permit:	X	Variance:	Appeal:
PETITIONER: DI	SH NETWORKS	C/O Keenan Brinn a	as agent for NB+C
PETITIONER'S A	DDRESS: 300 Ur	nicorn Dr., Woburn,	MA 01801
LOCATION OF PI	ROPERTY: <u>1 Bra</u>	<u>ttle Sq , Cambridg</u>	<u>e, MA</u>
TYPE OF OCCUP	PANCY: Business		ZONING DISTRICT: Business B Zone
REASON FOR PE	TITION:		
/Telecommunicat	ion Facility (anter	nna)/	
DESCRIPTION	OF PETITIONE	R'S PROPOSAL:	
providers have alr	eady installed the		nications facility on an existing rooftop where other wireless is will include the placement of out door equipment and Wireless By-law.
SECTIONS OF ZO	ONING ORDINAN	ICE CITED:	
Article: 4.000 Article: 10.000 Article: 6409	Section: 10.40 (S	Special Permit).	note 49) (Telecommunication Facility). Relief Act (Spectrum Act).
		Original Signature(s):	(Petitioner (s) / Owner) KEENAN BRINN (Print Name) 81 CHESTERFIEDDRD, MICTON, MA 6176805464
			(Print Name)
		Address: 3 Tel. No.	6176805464 OZ186

kbrinn@nbcllc,com

E-Mail Address:

about:blank

Date: 12/5/24

1/3

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 BCSP 9 DBS Property LCC (OWNER)
Address: CO Beacon Capital Paraners, UC, 200 State Street, 5th F1. BOSTON, MA 02109 State that I/We own the property located at 1 Brattle Square, Cambridge, MA 02138
which is the subject of this zoning application.
The record title of this property is in the name of BCSP 9 0BS Property UC.
*Pursuant to a deed of duly recorded in the date 12 14 22, Middlesex South County Registry of Deeds at Book 81056, Page 381;76r
County Registry of Deeds at Book 81056, Page 381 :76r Page 390
Middlesex Registry District of Land Court, Certificate No
Book Page
Commonwealth of Massachusetts, County of SUFFOIK
The above-name Coursel & Maring in Director personally appeared before me,
this 5th of November, 2024, and made oath that the above statement is true.
My commission expires 9 30 2077 (Notary Seal). If ownership is not shown in recorded deed, e.g. if by court order, recent ARY PUBLISHING.
deed, or inheritance, please include documentation.

12/5/24, 11:47 AM about:blank

BZA Application Form

SUPPORTING STATEMENT FOR A SPECIAL PERMIT

Please describe in complete detail how you meet each of the following criteria referring to the property and proposed changes or uses which are requested in your application. Attach sheets with additional information for special permits which have additional criteria, e.g.; fast food permits, comprehensive permits, etc., which must be met.

Granting the Special Permit requested for <u>1 Brattle Sq , Cambridge, MA</u> (location) would not be a detriment to the public interest because:

A) Requirements of the Ordinance can or will be met for the following reasons:

The Ordinance allows for the placement of wireless facilities in this district. There are currently other facilities on this same roof.

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

After construction visits to the building will be minimal. The addition of this proposed equipment will blend in with the the other existing rooftop facilities.

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:

The installation will be on the rooftop and will not adversely affect the operation or potential development as this will be limited to a rooftop well above street level and out of the way of general activities.

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:

This installation is well within the realm of safe limits as set by the FCC EME guidelines.

For other reasons, the proposed use would 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 Ordinance allows for these installations and this one in particular is utilizing an existin buildin that already houses telecommunications facilities.

*If you have any questions as to whether you can establish all of the applicable legal requirements, you should consult with an attorney.

about:blank 3/3

12/5/24, 11:47 AM

BZA Application Form

DIMENSIONAL INFORMATION

Applicant:

DISH NETWORKS

Present Use/Occupancy: Business

Location:

1 Brattle Sq , Cambridge, MA

Zone: Business B Zone

Phone:

6176805464

Requested Use/Occupancy: Wireless

		Existing Conditions	Requested Conditions	Ordinance Requirements	
TOTAL GROSS FLOOR AREA:		0 - Rooftop Space	0	0	(max.)
LOT AREA:		0 - Rooftop space	0	0	(min.)
RATIO OF GROSS FLOOR AREA TO LOT AREA: ²		0	0	0	-
LOT AREA OF EACH DWELLING UNIT		0	0	0	
SIZE OF LOT:	WIDTH	_0	0	0	_
	DEPTH	0	0	0	
SETBACKS IN FEET:	FRONT	0	0	0	
	REAR	0	0	0	
	LEFT SIDE	0	0	0	
	RIGHT SIDE	0	0	0	
SIZE OF BUILDING:	HEIGHT	0	0	0	
•	WIDTH	0	0	0	
	LENGTH	0	0	0	
RATIO OF USABLE OPEN SPACE TO LOT AREA:		This will be a wireless rooftop mount similar to others on there now.	Wireless rooftop facility with radio equipment and antennas.	Not applicable.	
NO. OF DWELLING UNITS:		0	0	0	
NO. OF PARKING SPACES:		0	0	0	
NO. OF LOADING AREAS:		N/A	N/A	N/A	
DISTANCE TO NEAREST BLDG. ON SAME LOT		N/A	N/A	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.:

N/A

- 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'.

disn wireless...

DISH Wireless L.L.C. SITE ID:

BOBOS00341B

DISH Wireless L.L.C. SITE ADDRESS:

1 BRATTLE SQUARE CAMBRIDGE, MA 02138

MASSACHUSETTS CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

MECHANICAL

MA STATE BUILDING CODE, 9TH EDITION (780 CMR)/2015 IBC W/ AMENDMENTS MECHANICAL CODE 2015 OF MASSACHUSETTS/2015 IMC W/ AMENDMENTS MA ELECTRICAL CODE/2023 NEC W/ AMENDMENTS

	SHEET INDEX					
SHEET NO.	SHEET TITLE					
T-1	TITLE SHEET					
Z-1	ZONING PLAN					
Z-2	BUILDING PLAN					
Z-3	ANTENNA PLAN, ELEVATION AND SCHEDULE					
Z-4	BUILDING ELEVATION					
Z-5	EQUIPMENT PLATFORM AND H-FRAME DETAILS					
Z-6	EQUIPMENT DETAILS					
Z-7	EQUIPMENT DETAILS					

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
- INSTALL (2) PROPOSED ANTENNA CONCEALMENT MOUNTS (1 PER ALPHA & BETA SECTOR & 1 PER GAMMA SECTOR)
- INSTALL (1) PROPOSED RRH BALLAST MOUNT (1 PER ALPHA SECTOR ONLY)
 INSTALL PROPOSED JUMPERS
 INSTALL (6) PROPOSED RRUS (2 PER SECTOR)

- INSTALL (2) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) (1 PER ALPHA & BETA SECTOR & 1 PER
- MAMMA SECTOR)
 INSTALL (2) PROPOSED DC POWER CABLES (1 PER ALPHA & BETA SECTOR & 1 PER GAMMA SECTOR)
 INSTALL (2) PROPOSED FIBER TRUNKS (1 PER ALPHA & BETA SECTOR & 1 PER GAMMA SECTOR)

- ROOFTOP SCOPE OF WORK:

 INSTALL PROPOSED CABLE TRAY

 ROPOSED CEILING LADDER
- INSTALL (1) PROPOSED FIF RACK
- (1) PROPOSED NEMA 3 TELCO-FIBER BOX
- INSTALL (1) PROPOSED ZAYO 5RU, IF REQUIRED
- INSTALL (1) PROPOSED GPS UNIT
- UTILIZE EXISTING POWER PROTECTIVE CABINET
- UTILIZE (1) EXISTING DISCONNECT SWITCH
- UTILIZE (1) EXISTING METER
- UTILIZE EXISTING TRANSFORMER





UTILITY NOTIFICATION CENTER OF MASSACHUSETTS (888) 344-7233

WWW.DIGSAFE.COM

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

ADDRESS: CAMBRIDGE, MA 02138

PROPERTY OWNER: BC SP 9 OBS PROPERTY III 1 BRATTLE SQ,

SITE INFORMATION

STRUCTURE TYPE: ROOFTOP

TOWER CO SITE ID:

TOWER APP NUMBER:

COUNTY: MIDDLESEX

LATITUDE (NAD 83): 42° 22' 23.944" N 42.373318 N LONGITUDE (NAD 83): 71° 07' 17.378" W 71.121494 W

CAMBRIDGE, MA

ZONING DISTRICT: BUSINESS B

PARCEL NUMBER: MAP 168 LOT 36

OCCUPANCY GROUP:

CONSTRUCTION TYPE:

9

NO SCALE

EVERSOURCE/NSTAR

DIRECTIONS FROM BOSTON, LOGAN AIRPORT:

TELEPHONE COMPANY: COMCAST

PROJECT DIRECTORY

DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE

LITTLETON, CO 80120

STRUCTURE BC SP 9 OBS PROPERTY LLC MANAGER: 1 BRATTLE SQ,

CAMBRIDGE, MA 02138

SITE DESIGNER: NB+C ENGINEERING SERVICES, LLC

100 APOLLO DRIVE, SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308

KRISTEN LEDUC SITE ACQUISITION: KLEDUC@DISH.COM

CONSTRUCTION MANAGER: AARON CHANDLER

AARON, CHANDLER ODISH, COM

VICTORIEN NDOUNOU RF ENGINEER:

DIRECTIONS

HEAD NORTHWEST, TURN LEFT, TURN RIGHT TOWARD LOGAN MEMORIAL WAY, TURN RIGHT ONTO LOGAN MEMORIAL WAY, TURN LEFT ONTO HOTEL DR, TURN RIGHT ONTO TRANSPORTATION WAY TOWARD AIRPORT EXIT/TERMINALS A/B/C/D/EMBASSY SUITES, TURN RIGHT AND TAKE RAMP ONTO I-90 W, TAKE EXIT 131 TOWARD CAMBRIDGE, TURN RIGHT ONTO CAMBRIDGE ST, CONTINUE ON RIVER ST, TURN LEFT ONTO MEMORIAL DR, TURN RIGHT ONTO MEMORIAL DR,

VICINITY MAP

51 Brattle Stree

for Adult Education

SITE LOCATION

VICTORIEN.NDOUNOU.DISH.COM



5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120

TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES. LLC.

SUITE 303 CHELMSFORD, MA 01824

(978) 856-8308

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DRAWN BY: CHECKED BY: APPROVED BY DRG

RFDS REV #:

ZONING **DOCUMENTS**

SUBMITTALS REV DATE DESCRIPTION 0 11/19/2024 ISSUED FOR ZONING A&E PROJECT NUMBER

100753

DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B

1 BRATTLE SQUARE CAMBRIDGE, MA 02138

> SHEET TITLE TITLE SHEET

SHEET NUMBER

90 Mount Auburn Stree

T-1



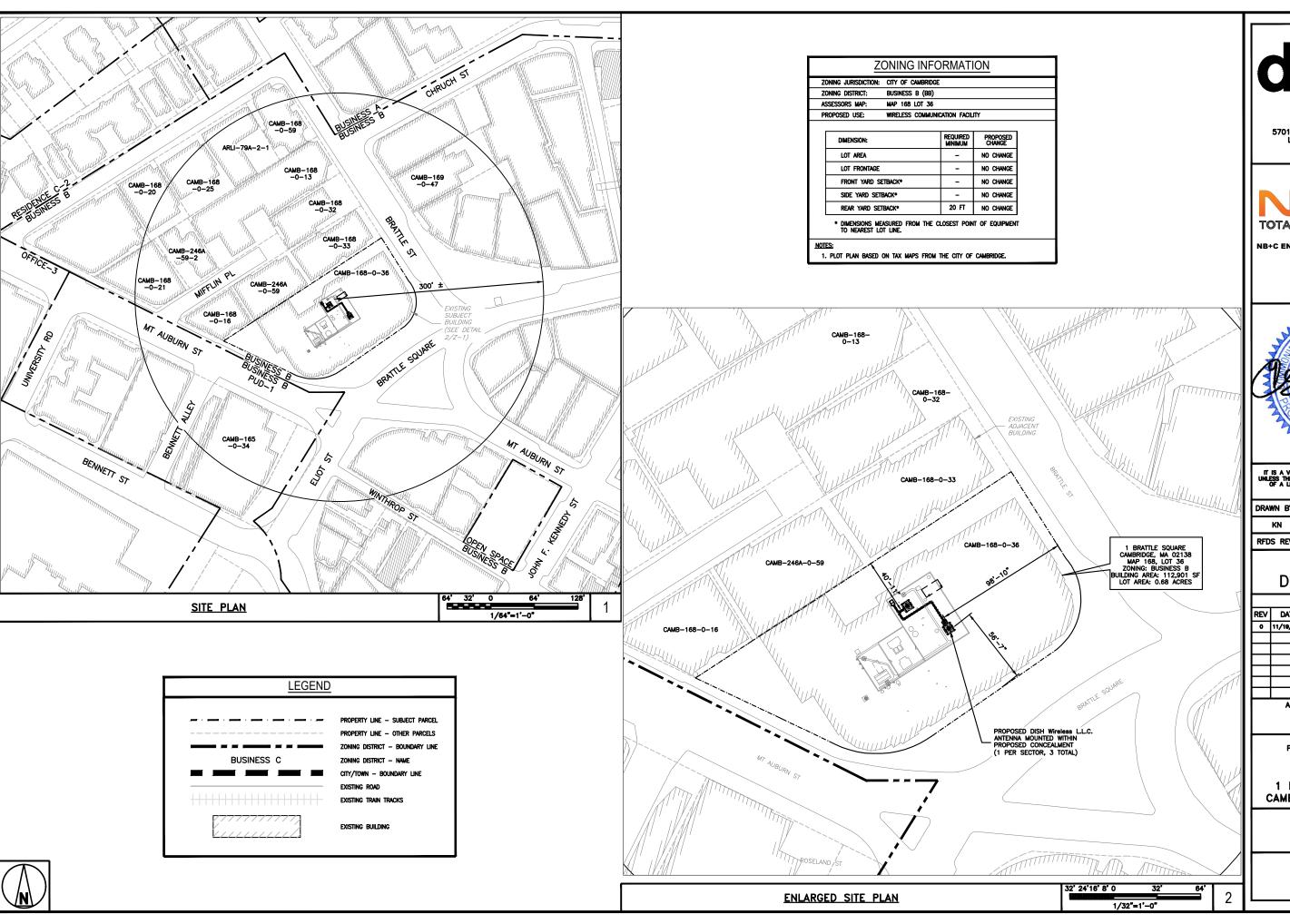


UNDERGROUND SERVICE ALERT - 811 DIG SAFE

81



11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED





5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120



NB+C ENGINEERING SERVICES, LLC.

100 APOLLO DRIVE SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308



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DRAWN BY:	CHECKED BY:	APPROVED BY:			
KN	NSB	DRG			
DEDG DEV #-					

RFDS REV #:

ZONING **DOCUMENTS**

	SUBMITTALS							
REV	DATE	DESCRIPTION						
0	11/19/2024	ISSUED FOR ZONING						
	A&E PROJECT NUMBER							

100753

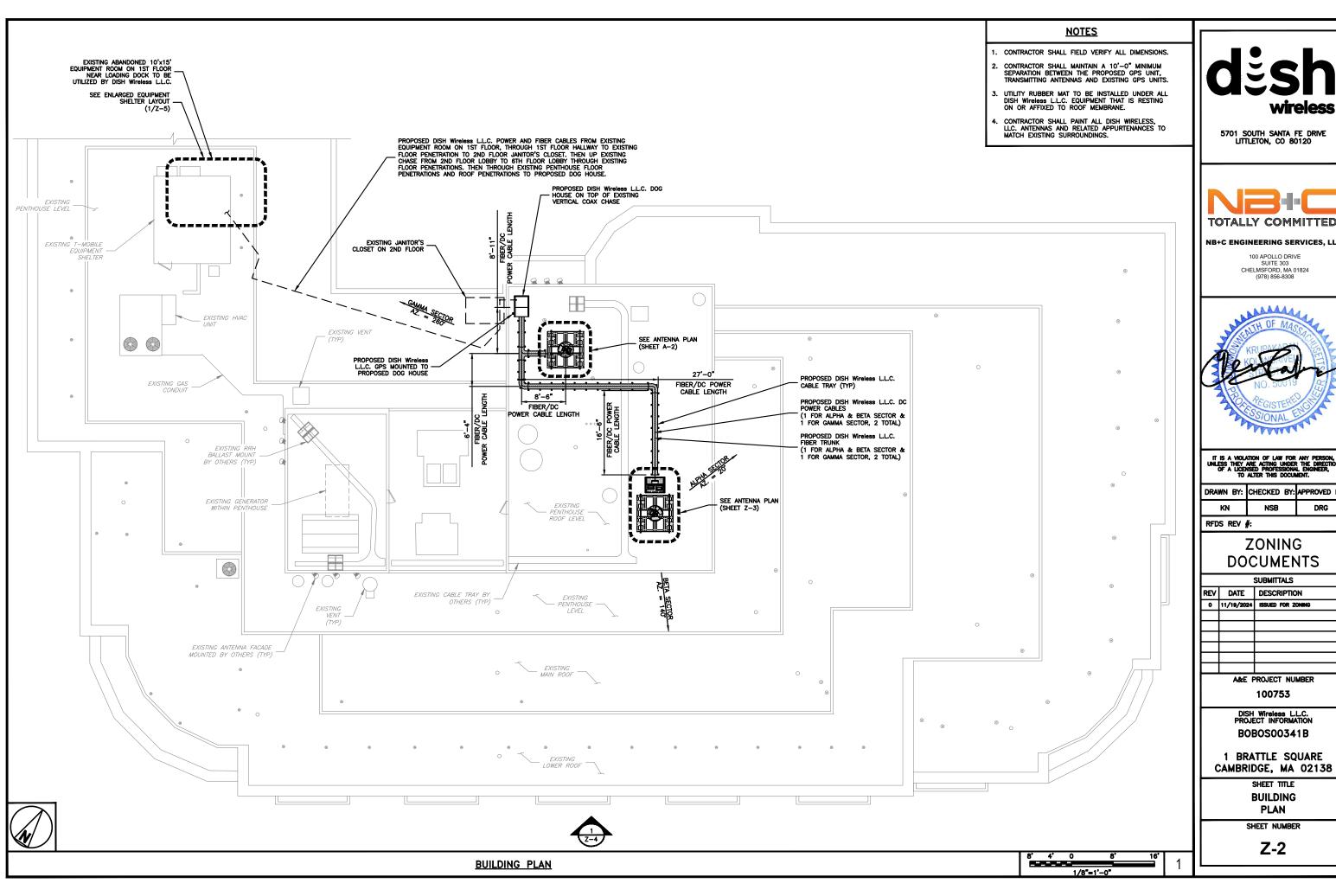
DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B

1 BRATTLE SQUARE CAMBRIDGE, MA 02138

> SHEET TITLE **ZONING** PLAN

SHEET NUMBER

Z-1





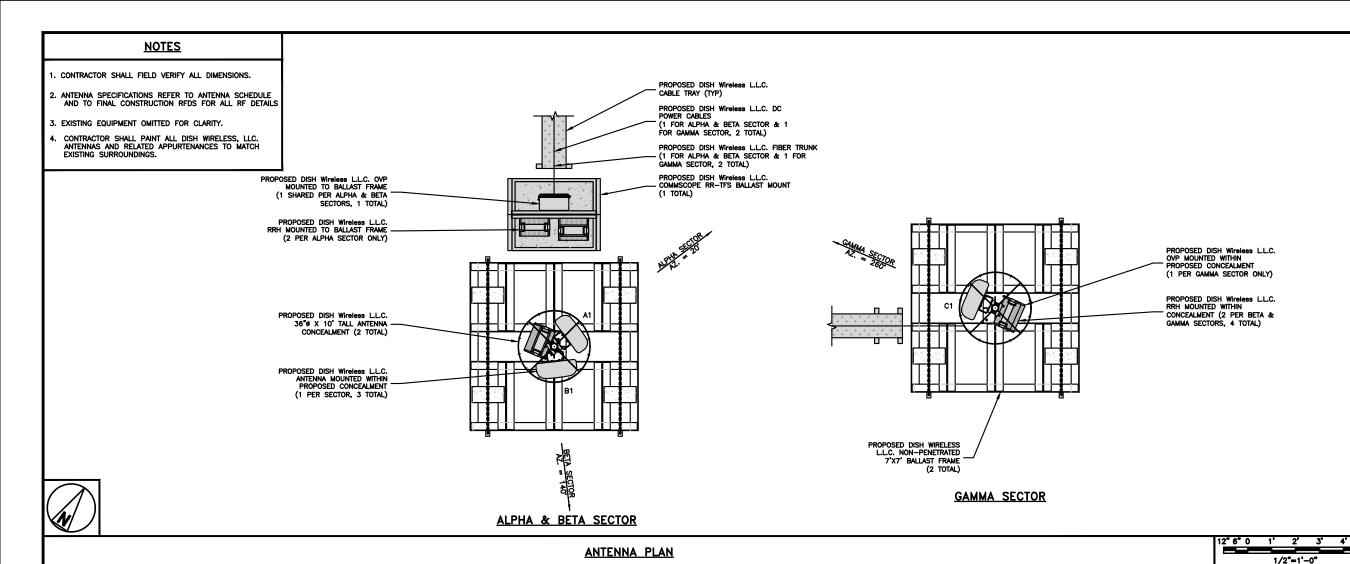
NB+C ENGINEERING SERVICES. LLC.



	DRAWN BY:	CHECKED BY:	APPROVED BY:
	KN	NSB	DRG
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	2 0 0 0 M 2 M 1 M 1							
	SUBMITTALS							
REV	REV DATE DESCRIPTION							
0	11/19/2024	ISSUED FOR ZONING						
	A&E PROJECT NUMBER							
	100757							

CAMBRIDGE, MA 02138



PROPOSED DISH Wireless L.L.C. ANTENNA - MOUNTED WITHIN PROPOSED CONCEALMENT (1 PER SECTOR, 3 TOTAL) PROPOSED DISH Wireless L.L.C. RRH MOUNTED WITHIN CONCEALMENT (2 PER BETA & PROPOSED DISH Wireless L.L.C. - 36"ø X 10" TALL ANTENNA CONCEALMENT (2 TOTAL) PROPOSED DISH Wireless L.L.C. OVP MOUNTED TO BALLAST FRAME (1 SHARED PER ALPHA & BETA SECTORS, 1 TOTAL) PROPOSED DISH Wireless L.L.C. OVP MOUNTED WITHIN PROPOSED CONCEALMENT (1 PER GAMMA SECTOR ONLY) PROPOSED DISH WIRELESS 1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. (2 TOTAL) ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES. ROOF LEVEL **GAMMA SECTOR**

PROPOSED DISH Wireless L.L.C. UTILITY RUBBER MAT (BELOW)

12" 6" 0 1' 2' 3' 4' 5'

1/2"=1'-0"

2

PROPOSED DISH Wireless L.L.C.

COMMSCOPE RR-TFS BALLAST MOUNT
(1 TOTAL)

ALPHA & BETA SECTOR

PROPOSED DISH Wireless L.L.C. RHH MOUNTED TO BALLAST FRAME -(2 PER ALPHA SECTOR ONLY)

ANTENNA ELEVATION

SECTOR	ANTENNA				ANTENNA TRANSMISSION CABLE RRH				OVP	
POS.	EXISTING OR PROPOSED	MANUFACTURER — MODEL NUMBER	TECH	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH	MANUFACTURER — MODEL NUMBER	TECH	POS.	MANUFACTURER MODEL
A1	PROPOSED	JMA - MX08FR0665-21	5G	20°	97'-0"	(1) 4AWG DC	SAMSUNG — MID BAND SFG-ARR3KM01DI/RF4451D-70A	5G	A1	RAYCAP
A2					-	POWER CABLE (1) FIBER TRUNK	SAMSUNG - LOW BAND SFG-ARR3J601DI/RF4450T-71A	5G	A 1	RDIDC-9181-
A3					-	(LENGTH: 200'±)				PF-48
B1	PROPOSED	JMA - MX08FR0665-21	5G	140°	97'-0"		SAMSUNG — MID BAND SFG-ARR3KM01DI/RF4451D-70A	5G	B1	
B2					1	SHARED WITH ALPHA	SAMSUNG - LOW BAND SFG-ARR3J601DI/RF4450T-71A	5G	B1	SHARED WITH ALPHA
В3										
C1	PROPOSED	JMA - MX08FR0665-21	5G	260°	97'-0"	(1) 6AWG DC	SAMSUNG — MID BAND SFG-ARR3KM01DI/RF4451D-70A	5G	C1	RAYCAP
C2					1	(1) FIBER TRUNK	SAMSUNG - LOW BAND SFG-ARR3J601DI/RF4450T-71A	5G	C1	RDIDC-3045-
С3					1	(LENGTH: 160'±)				PF-48

ANTENNA SCHEDULE

5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120



NB+C ENGINEERING SERVICES. LLC.

SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308



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	KN	NSB	DRG			
П	PEDC PD/ #					

| RFDS REV #:

ZONING DOCUMENTS

	DOCOMENTS					
	;	SUBMITTALS				
REV	DATE DESCRIPTION					
٥	11/19/2024	ISSUED FOR ZONING				
	A&E PROJECT NUMBER					
	100753					

DISH Wireless L.L.C. PROJECT INFORMATION BOBOS00341B

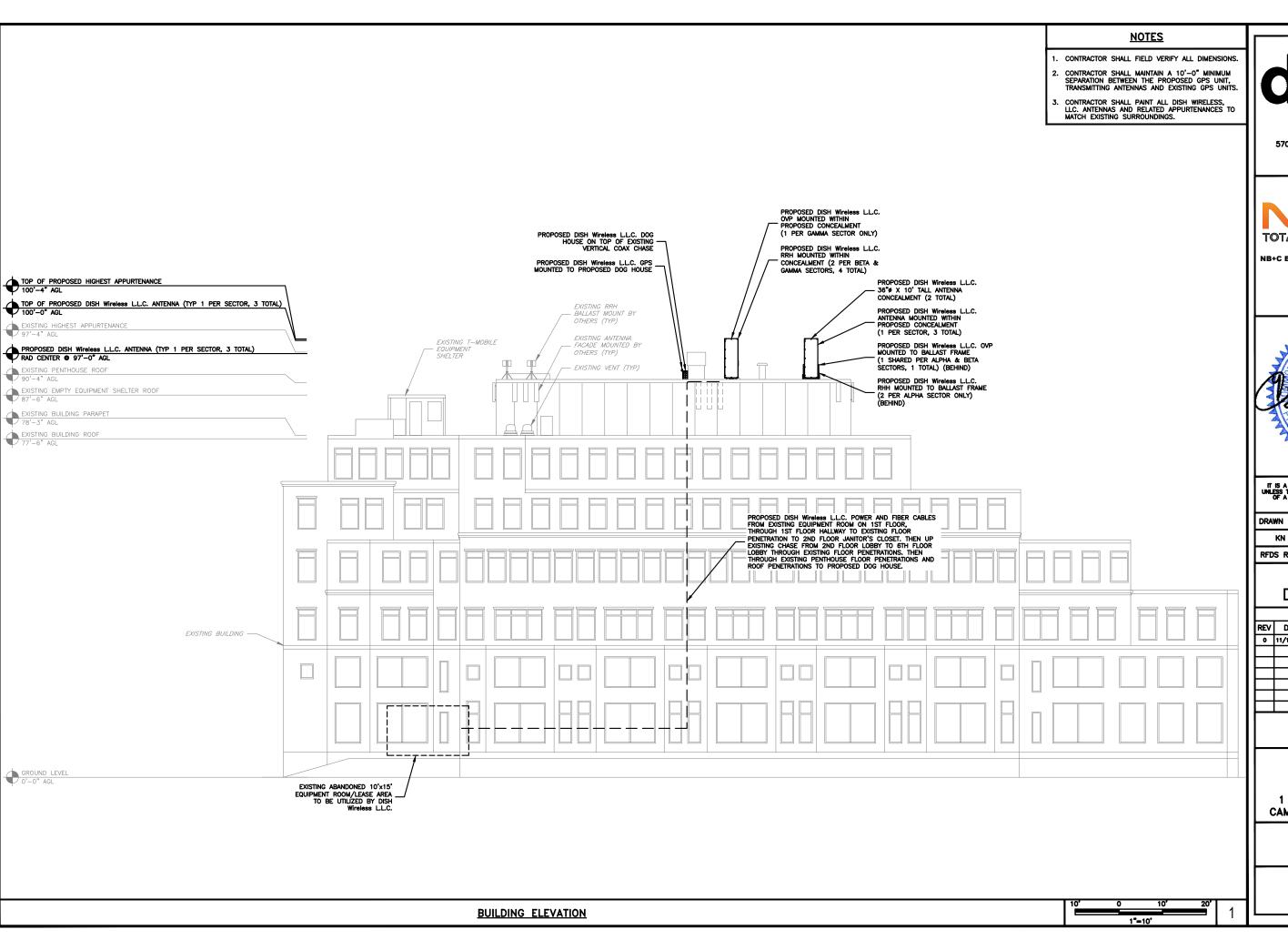
1 BRATTLE SQUARE CAMBRIDGE, MA 02138

SHEET TITLE ANTENNA PLAN, ELEVATION AND SCHEDULE

SHEET NUMBER

NO SCALE

Z-3





5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120



NB+C ENGINEERING SERVICES, LLC.

SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308



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	DRAWN BY:	CHECKED BY:	APPROVED	BY:
	KN	NSB	DRG	
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RFDS REV #:

ZONING **DOCUMENTS**

SUBMITTALS REV DATE DESCRIPTION 0 11/19/2024 ISSUED FOR ZONING A&E PROJECT NUMBER

100753

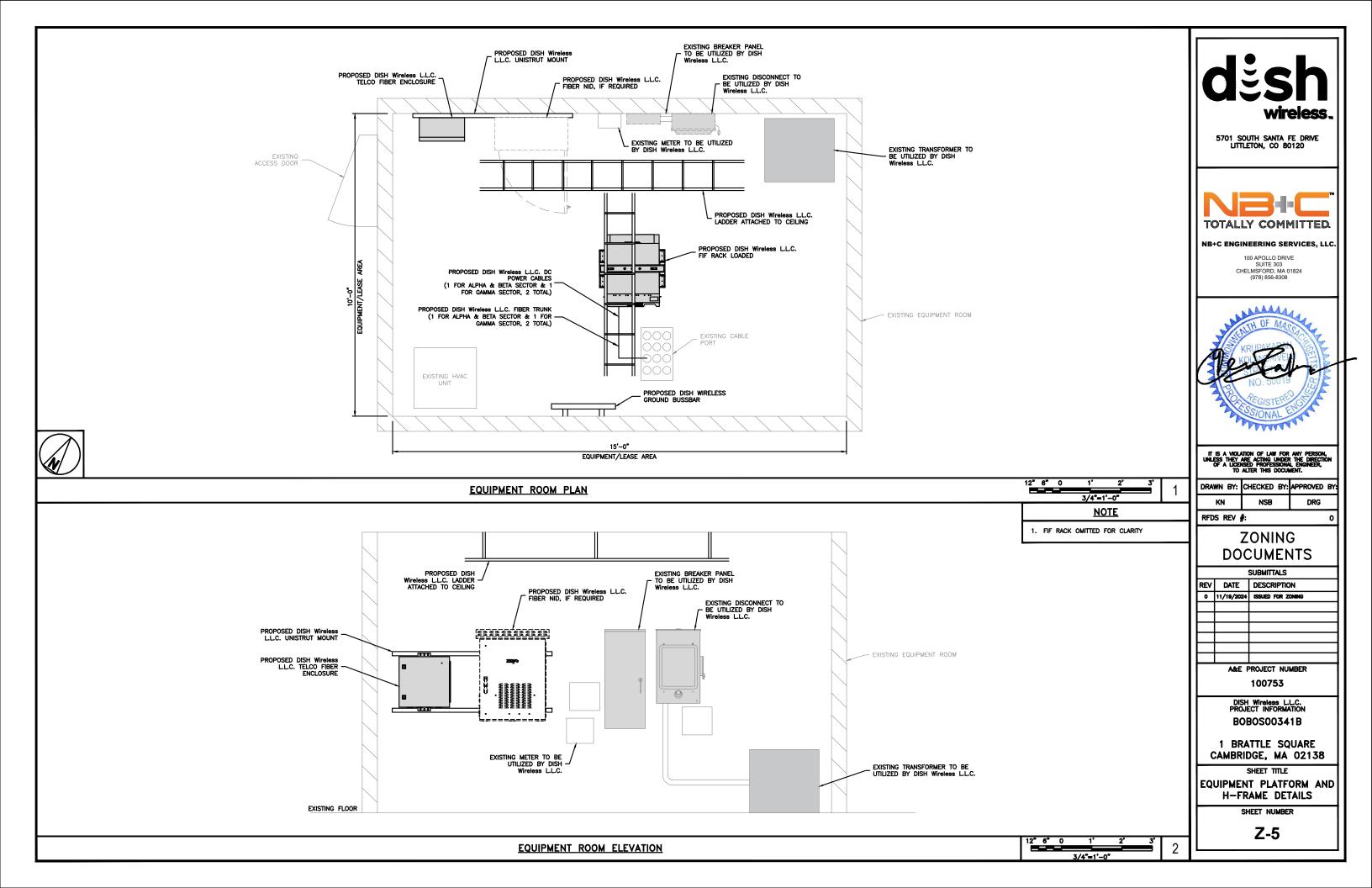
DISH Wireless L.L.C. PROJECT INFORMATION BOBOS00341B

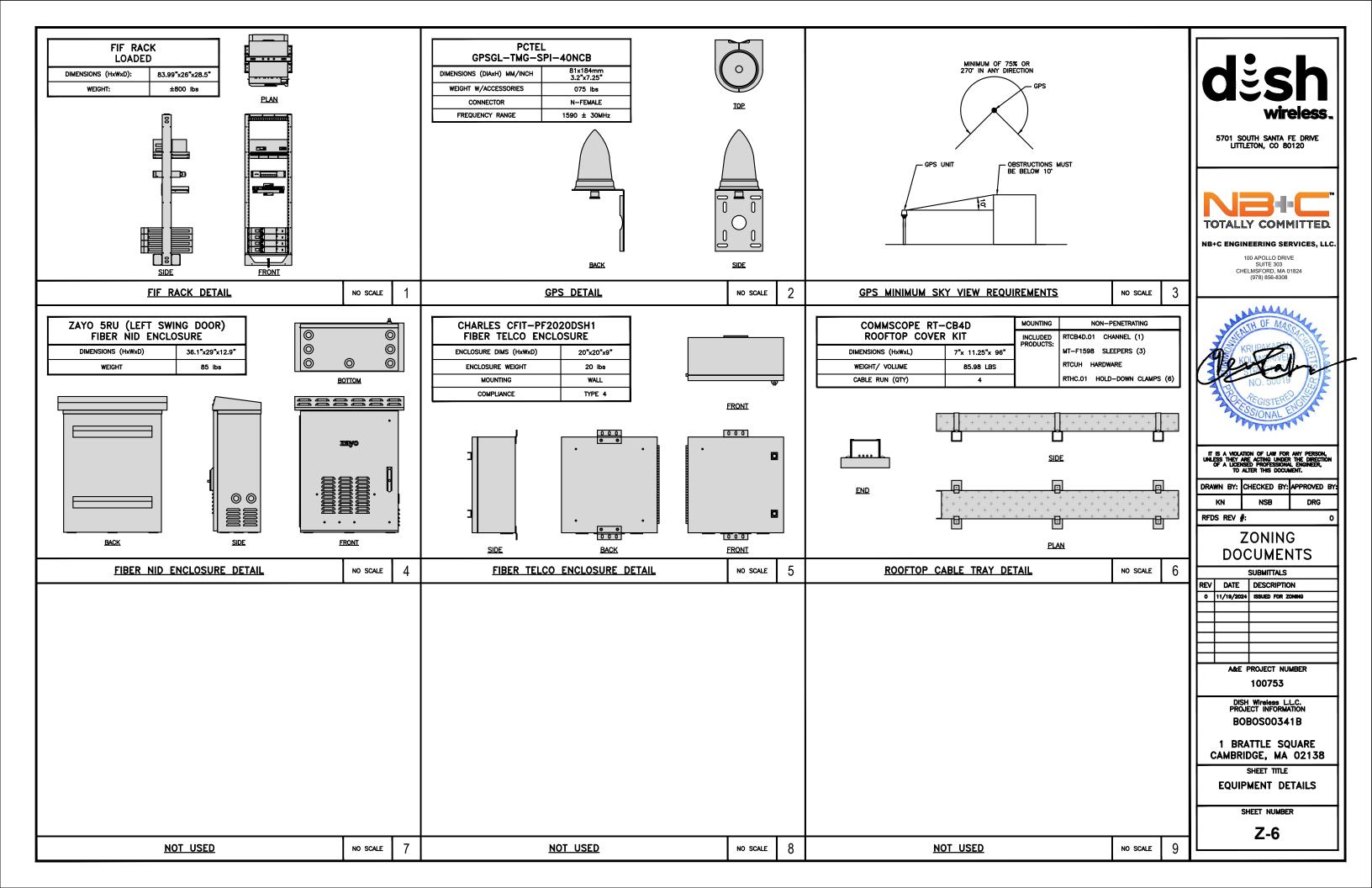
1 BRATTLE SQUARE CAMBRIDGE, MA 02138

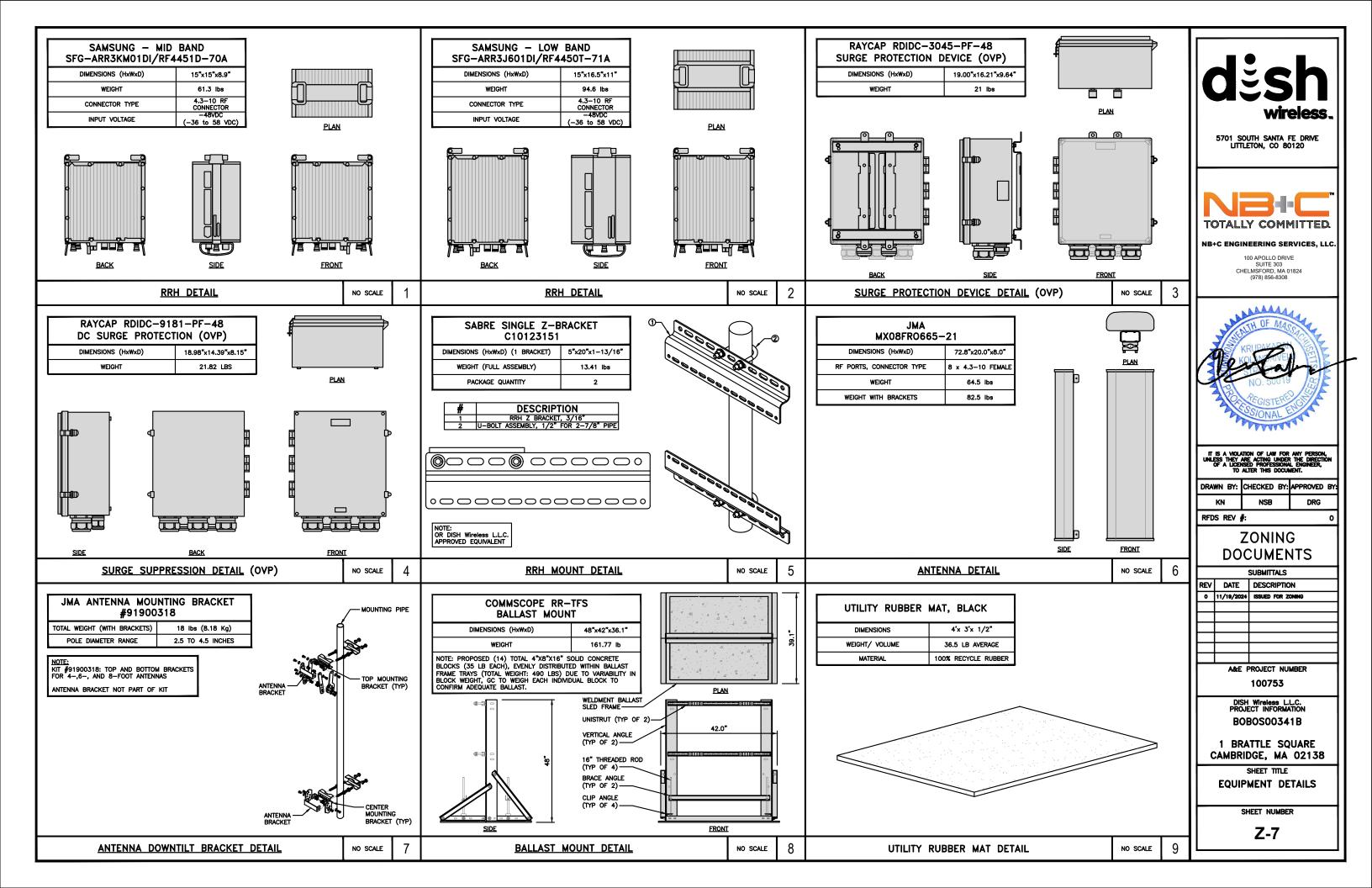
SHEET TITLE **BUILDING ELEVATION**

SHEET NUMBER

Z-4





















October 23, 2024

Board of Zoning Appeal c/o Inspectional Services Department 831 Massachusetts Avenue Cambridge, Massachusetts 02139

RE: Corporate Organization of DISH Network Corporation's Wireless Assets and Licenses Dear

Board Members:

As you know, DISH Wireless L.L.C. ("DISH"), a wholly owned indirect subsidiary of DISH Network Corporation, is in the process of filing a Zoning Application with City of Cambridge Board of Zoning Appeal in connection with obtaining a zoning permit to construct certain wireless telecommunications equipment. This equipment is designed to operate on certain radio frequencies for which DISH or an affiliate of DISH holds, or otherwise has the right to use, a license issued by' the Federal Communications Commission ("FCC"). This letter provides information regarding the corporate ownership structure of the individual DISH Network Corporation subsidiaries that hold the relevant FCC licenses:

- ParkerB.com Wireless L.L.C. (600 MHz)
- American H Block Wireless L.L.C. (H Block)
- Gamma Acquisition L.L.C. and DBSD Corporation (AWS-4)

Each of the companies listed above is a direct or indirect subsidiary of DISH Network Corporation.

Please contact the undersigned with any questions at Elijah.Luutu@dish.com.

Sincerely,

Elijah Luutu,

Senior RF Engineering

Elijah Lunga

Radio Frequency - Electromagnetic Energy (RF-EME) Report

Site No. BOBOS00341B

1 Brattle Square

Cambridge, Massachusetts 02138

42° 22′ 23.86′′ N, -71° 7′ 17.31′′ W NAD83

EBI Project No. 018412-PR May 23, 2024



Prepared for: DISH Wireless



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	MITIGATION/SITE CONTROL OPTIONS	
	SUMMARY AND CONCLUSIONS	
6.0	LIMITATIONS	8.

APPENDICES

APPENDIX A CERTIFICATIONS

APPENDIX B RADIO FREQUENCY ELECTROMAGNETIC ENERGY SAFETY / SIGNAGE PLANS

APPENDIX C FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

REFERENCE DOCUMENTS (NOT ATTACHED)

CDs: BOBOS00341B_FINALSTAMPEDCDs_20240123085313

RFDS: RFDS-BOBOS00341B-FINAL-20240122-v.0_20240122111509

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by DISH Wireless to conduct radio frequency electromagnetic (RF-EME) modeling for DISH Wireless Site BOBOS00341B located at 1 Brattle Square in Cambridge, Massachusetts to determine RF-EME exposure levels from proposed DISH Wireless communications equipment at this site. As described in greater detail in Appendix C of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for the general public and for occupational activities. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits <u>and</u> there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, the worst-case emitted power density may exceed the FCC's general public limit within approximately 43 feet of DISH's proposed antennas at the penthouse roof level. Modeling also indicates that the worst-case emitted power density may exceed the FCC's occupational limit within approximately 12 feet of DISH's proposed antennas at the penthouse roof level. Additionally, there are areas where workers who may be elevated above the rooftop and ground may be exposed to power densities greater than the occupational limits. Therefore, workers should be informed about the presence and locations of antennas and their associated fields.

At the nearest walking/working surfaces to the DISH Wireless antennas, the maximum power density generated by the DISH antennas is approximately **2,551.23** percent of the FCC's general public limit (**510.25** percent of the FCC's occupational limit).

The composite exposure level from all carriers on this site is approximately **2,551.26** percent of the FCC's general public limit (**510.25** percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna. At ground level, the composite exposure level from all carriers on this site is approximately **0.83** percent of the FCC's general public limit (**0.166** percent of the FCC's occupational limit).

Recommended control measures are outlined in Section 4.0 and within the Site Safety Plan (attached); DISH Wireless should also provide procedures to shut down and lockout/tagout this wireless equipment in accordance with their own standard operating protocol. Non-telecom workers who will be working in areas of exceedance are required to contact DISH Wireless since only DISH has the ability to lockout/tagout the facility, or to authorize others to do so.

RF-EME Compliance Report EBI Project No. 018412-PR

Site No. BOBOS00341B 1 Brattle Square, Cambridge, Massachusetts

Implementation of the signage and installation of the recommended barriers recommended in the Site Safety Plan and in this report will bring this site into compliance with the FCC's rules and regulations.

1.0 INTRODUCTION

Radio frequency waves are electromagnetic waves from the portion of the electromagnetic spectrum at frequencies lower than visible light and microwaves. The wavelengths of radio waves range from thousands of meters to around 30 centimeters. These wavelengths correspond to frequencies as low as 3 cycles per second (or hertz [Hz]) to as high as one gigahertz (one billion cycles per second).

Personal Communication (PCS) facilities used by DISH Wireless in this area will potentially operate within a frequency range of 600 to 5000 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation and are typically installed a distance above ground level. Antennas are constructed to concentrate energy towards the horizon with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of in areas in the immediate vicinity of the antennas.

MPE limits do not represent levels where a health risk exists since they are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons regardless of age, gender, size, or health.

2.0 SITE DESCRIPTION

This project site includes the following proposed wireless telecommunication antennas on a rooftop located at 1 Brattle Square in Cambridge, Massachusetts.

Ant #	Operator	Antenna Make	Antenna Model	Frequency (MHz)	Azimuth (°)	Mechanical Downtilt (°)	Horizontal Beamwidth (°)	Aperture (feet)	Total Power Input (Watts)	Gain (dBd)	Total ERP (Watts)	Total EIRP (Watts)
I	DISH	JMA	MX08FRO665-21 02DT 600	600	20	0	62	6.0	240	11.35	2918.85	4786.91
I	DISH	JMA	MX08FRO665-21 04DT 2007	2007	20	0	63	6.0	160	16.05	5742.75	9418.11
I	DISH	JMA	MX08FRO665-21 04DT 2100	2100	20	0	65	6.0	160	16.75	6747.14	11065.32
2	DISH	JMA	MX08FRO665-21 02DT 600	600	140	0	62	6.0	240	11.35	2918.85	4786.91
2	DISH	JMA	MX08FRO665-21 04DT 2007	2007	140	0	63	6.0	160	16.05	5742.75	9418.11
2	DISH	JMA	MX08FRO665-21 04DT 2100	2100	140	0	65	6.0	160	16.75	6747.14	11065.32
3	DISH	JMA	MX08FRO665-21 02DT 600	600	260	0	62	6.0	240	11.35	2918.85	4786.91
3	DISH	JMA	MX08FRO665-21 04DT 2007	2007	260	0	63	6.0	160	16.05	5742.75	9418.11
3	DISH	JMA	MX08FRO665-21 04DT 2100	2100	260	0	65	6.0	160	16.75	6747.14	11065.32
4	Unknown	GENERIC	PANEL 4FT 00DT 850	850	320	0	61	4.0	100	11.52	1419.06	2327.25
5	Unknown	GENERIC	PANEL 4FT 00DT 1900	1900	320	0	65	4.0	100	14.65	2917.43	4784.58

Ant #	Operator	Antenna Make	Antenna Model	Frequency (MHz)	Azimuth (°)	Mechanical Downtilt (°)	Horizontal Beamwidth (°)	Aperture (feet)	Total Power Input (Watts)	Gain (dBd)	Total ERP (Watts)	Total EIRP (Watts)
6	Unknown	GENERIC	PANEL 4FT 00DT 850	850	320	0	61	4.0	100	11.52	1419.06	2327.25
7	Unknown	GENERIC	PANEL 4FT 00DT 850	850	130	0	61	4.0	100	11.52	1419.06	2327.25
8	Unknown	GENERIC	PANEL 4FT 00DT 1900	1900	130	0	65	4.0	100	14.65	2917.43	4784.58
9	Unknown	GENERIC	PANEL 4FT 00DT 850	850	130	0	61	4.0	100	11.52	1419.06	2327.25
10	Unknown	GENERIC	PANEL 4FT 00DT 850	850	260	0	61	4.0	100	11.52	1419.06	2327.25
11	Unknown	GENERIC	PANEL 4FT 00DT 1900	1900	260	0	65	4.0	100	14.65	2917.43	4784.58
12	Unknown	GENERIC	PANEL 4FT 00DT 850	850	260	0	61	4.0	100	11.52	1419.06	2327.25

• Note there is 1 DISH Wireless antenna per sector at this site. For clarity, the different frequencies for each antenna are entered on separate lines.

Ant #	NAME	x	Y	Antenna Radiation Centerline	Z-Height Penthouse	Z- Height Shelter Roof	Z- Height Main Roof	Z- Height Lower Roof	Z- Height Lower Roof 2	Z- Height Lower Roof 3	Z- Height Ground
I	DISH	52.8	1.5	97.0	6.7	9.5	19.5	29.5	39.5	67.0	97.0
2	DISH	53.1	0.0	97.0	6.7	9.5	19.5	29.5	39.5	67.0	97.0
3	DISH	20.4	16.7	97.0	6.7	9.5	19.5	29.5	39.5	67.0	97.0
4	Unknown	8.2	24.7	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
5	Unknown	10.4	26.4	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
6	Unknown	12.6	27.9	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
7	Unknown	11.9	41.5	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
8	Unknown	8.5	43.9	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
9	Unknown	5.3	45.8	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
10	Unknown	12.4	31.3	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
П	Unknown	14.8	28.4	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0
12	Unknown	17.0	25.0	87.0	-3.3	-0.5	9.5	19.5	29.5	57.0	87.0

• Note the Z-Height represents the distance from the antenna centerline in feet.

The above tables contain an inventory of proposed DISH Wireless antennas and other carrier antennas if sufficient information was available to model them. Note that EBI uses an assumed set of antenna specifications and powers for unknown and other carrier antennas for modeling purposes. The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general population/uncontrolled exposure limits for members of the general public that may be exposed to antenna fields. While access to this site is considered uncontrolled, the analysis has considered exposures with respect to both controlled and uncontrolled limits as an untrained worker may access adjacent rooftop locations. Additional information regarding controlled/uncontrolled exposure limits is provided in Appendix C. Appendix B presents a site safety plan that provides a plan view of the rooftop with antenna locations.

3.0 Worst-Case Predictive Modeling

EBI has performed theoretical MPE modeling using RoofMaster™ software to estimate the worst-case power density at the site's nearby broadcast levels resulting from operation of the antennas. RoofMaster™ is a widely-used predictive modeling program that has been developed by Waterford Consultants to predict RF power density values for rooftop and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. Using the computational methods set forth in Federal Communications Commission (FCC) Office of Engineering & Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields" (OET-65), RoofMaster™ calculates predicted power density in a scalable grid based on the contributions of all RF sources characterized in the study scenario. At each grid location, the cumulative power density is expressed as a percentage of the FCC limits. Manufacturer antenna pattern data is utilized in these calculations. RoofMaster™ models consist of the Far Field model as specified in OET-65 and an implementation of the OET-65 Cylindrical Model (Sula9). The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by DISH Wireless and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. The assumptions used in the modeling are based upon information provided by DISH Wireless and information gathered from other sources. Elevations of walking/working surfaces were estimated based on elevations provided and available aerial imagery. Sector orientation assignments were made assuming coverage is directed to areas of site. Changes to antenna mount heights or placement will impact site compliance. The parameters used for modeling are summarized in the Site Description antenna inventory table in Section 2.0.

An Unknown Carrier also has antennas on the rooftop. Information about these antennas was included in the modeling analysis.

The worst-case predictive modeling results are presented in the tables below.

Maximum Calculated MPEs On-Site										
Walking/Working	Dish Only %	MPE Limit	Composite (All carriers) % MPE Limi							
Surface	General Public	Occupational	General Public	Occupational						
Ground	N/A	N/A	0.83	0.166						
Nearest Walking Surface (Penthouse Roof)	2,551.23	510.25	2,551.26	510.25						

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Areas Exceeding the FCC's MPE Limits: Horizontal Stay-Back Distance (in Feet from Antenna)								
Location Occupational Limit General Public Limit								
Nearest Walking Surface (Penthouse Roof) In front of Sectors A, B & C	12	43						

The inputs used in the modeling are summarized in the Site Description antenna inventory table in Section 2.0. A graphical representation of the RoofMaster $^{\text{\tiny M}}$ modeling results is presented in Appendix B.

4.0 MITIGATION/SITE CONTROL OPTIONS

EBI's modeling indicates that there are areas in front of the DISH Wireless antennas that exceed the FCC standards for general public and occupational exposure. In order to alert people accessing the rooftop, a Guidelines sign and an NOC Information are recommended for installation at each access point to the rooftop. Additionally, yellow Caution signs are recommended for installation behind the DISH Wireless Sector A, B, and C antennas and on the barriers in front of them. These signs must be placed in a conspicuous manner so that they are visible to any person approaching the antennas and the barriers from any direction.

Barriers are recommended for installation when possible to block access to the areas in front of the antennas that exceed the FCC general public and/or occupational limits. Barriers may consist of rope, chain, or fencing. Painted stripes should only be used as a last resort. Barriers are only recommended for installation up to 6 feet from the edge of the rooftop because the accessible areas of concern are within 6 feet of an area with no guard rail or parapet greater than 39 inches high. A 23-foot barrier is recommended in front of the DISH Wireless Sector B antenna, two 3-foot barriers are recommended in front of the DISH Wireless Sector C antenna at the penthouse roof level.

These protocols and recommended control measures have been summarized and included with a graphic representation of the antennas and associated signage and control areas in a RF-EME Site Safety Plan, which is included as Appendix B. Individuals and workers accessing the rooftop should be provided with a copy of the attached Site Safety Plan, made aware of the posted signage and installation of the recommended barriers, and signify their understanding of the Site Safety Plan.

To reduce the risk of exposure, EBI recommends that access to areas associated with the active antenna installation be restricted and secured where possible. All workers and individuals, including arborists and landscapers, accessing the rooftop along with nearby elevated structures or trees within areas exceeding the general public MPE must be made aware of the presence and locations of antennas and their associated fields, where applicable.

Implementation of the signage and installation of the recommended barriers recommended in the Site Safety Plan and in this report will bring this site into compliance with the FCC's rules and regulations.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared a Radiofrequency – Electromagnetic Energy (RF-EME) Compliance Report for telecommunications equipment installed by DISH Wireless Site Number BOBOS00341B located at 1 Brattle Square in Cambridge, Massachusetts to determine worst-case predicted RF-EME exposure levels from wireless communications equipment installed at this site. This report summarizes the results of RF-EME modeling in relation to relevant Federal Communications Commission (FCC) RF-EME compliance standards for limiting human exposure to RF-EME fields.

As presented in the sections above, based on the FCC criteria, the worst-case emitted power density may exceed the FCC's general public limit within approximately 43 feet of DISH's proposed antennas at the penthouse roof level. Modeling also indicates that the worst-case emitted power density may exceed the FCC's occupational limit within approximately 12 feet of DISH's proposed antennas at the penthouse roof level.

Workers should be informed about the presence and locations of antennas and their associated fields. Recommended control measures are outlined in Section 4.0 and within the Site Safety Plan (attached); DISH Wireless should also provide procedures to shut down and lockout/tagout this wireless equipment in accordance with their own standard operating protocol. Non-telecom workers who will be working in areas of exceedance are required to contact DISH Wireless since only DISH Wireless has the ability to lockout/tagout the facility, or to authorize others to do so.

6.0 LIMITATIONS

This report was prepared for the use of DISH Wireless. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

Appendix A

Certifications

Preparer Certification

I, Colin Mounce, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified "occupational" under the FCC regulations.
- I am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.

T: (781) 273-2500

Reviewed and Approved by:

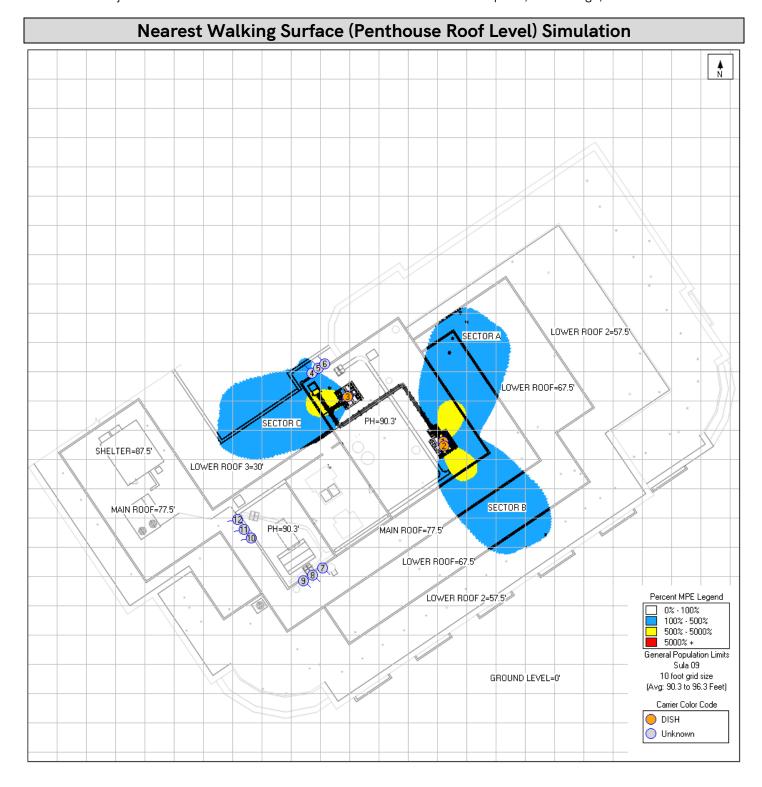


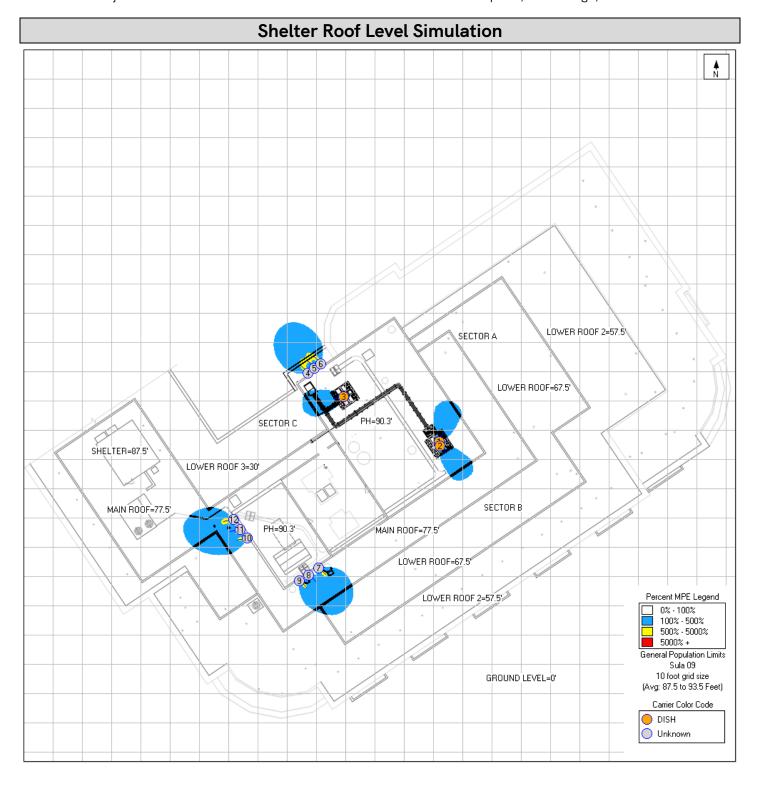
sealed 23may2024 mike@h2dc.com H2DC PLLC MA CoA#: 001239603

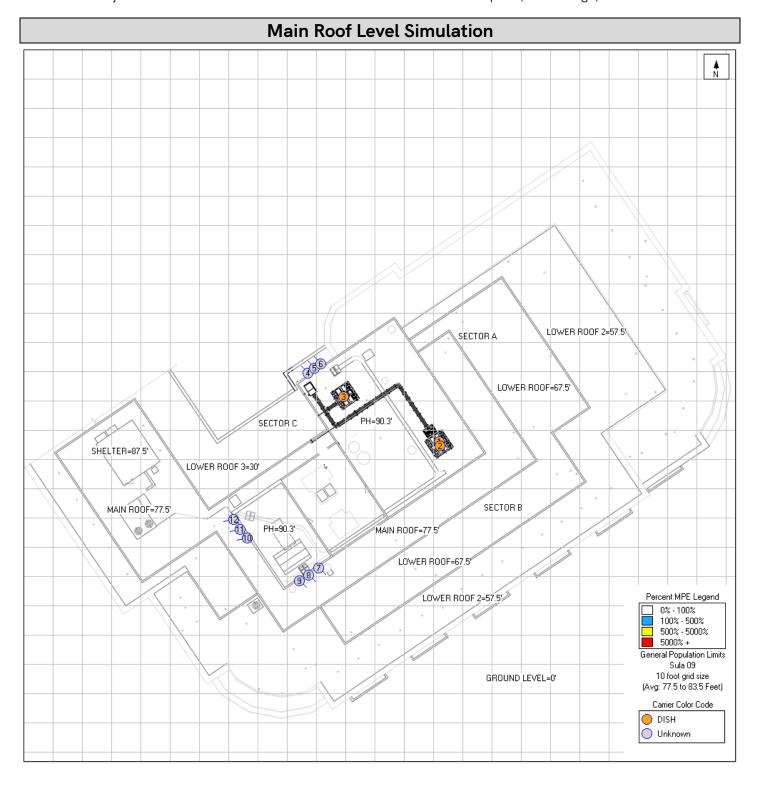
> Michael McGuire Electrical Engineer mike@h2dc.com

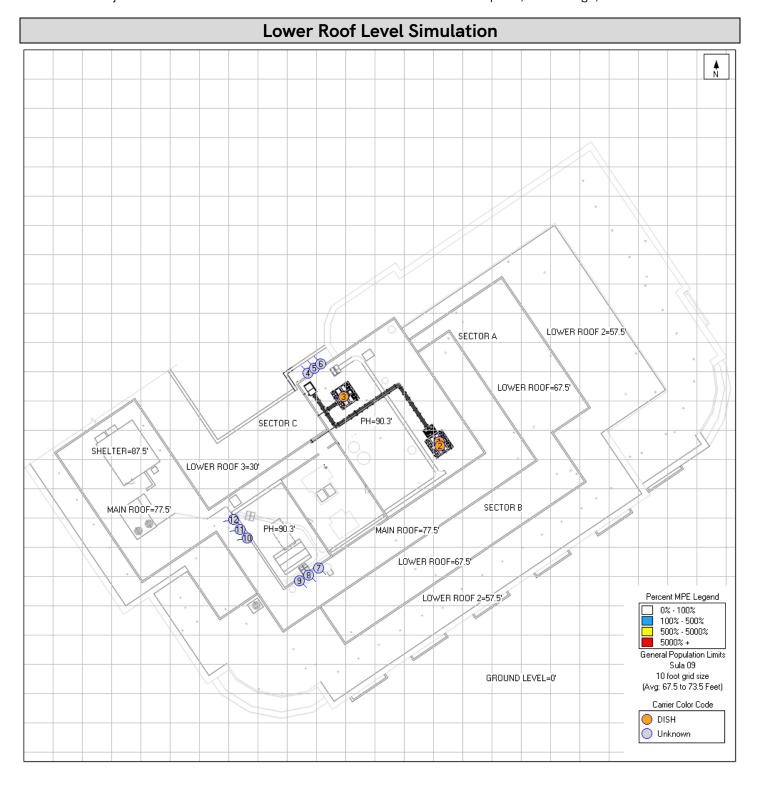
Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the building and related structures, as well as the impact of the antennas and broadcast equipment on the structural integrity of the building, are specifically excluded from EBI's scope of work.

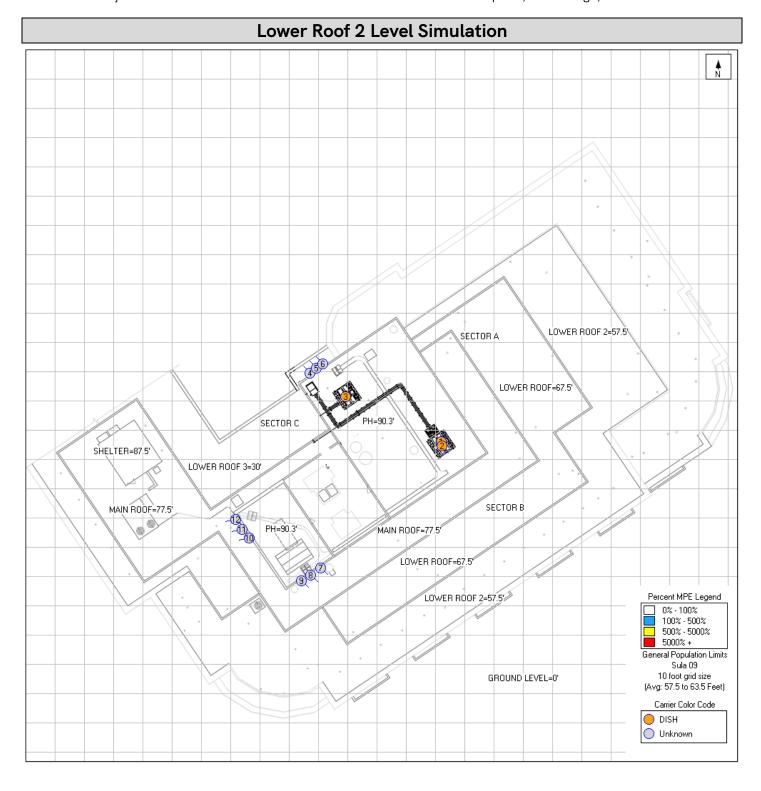
Appendix B Radio Frequency Electromagnetic Energy Safety Information and Signage Plans



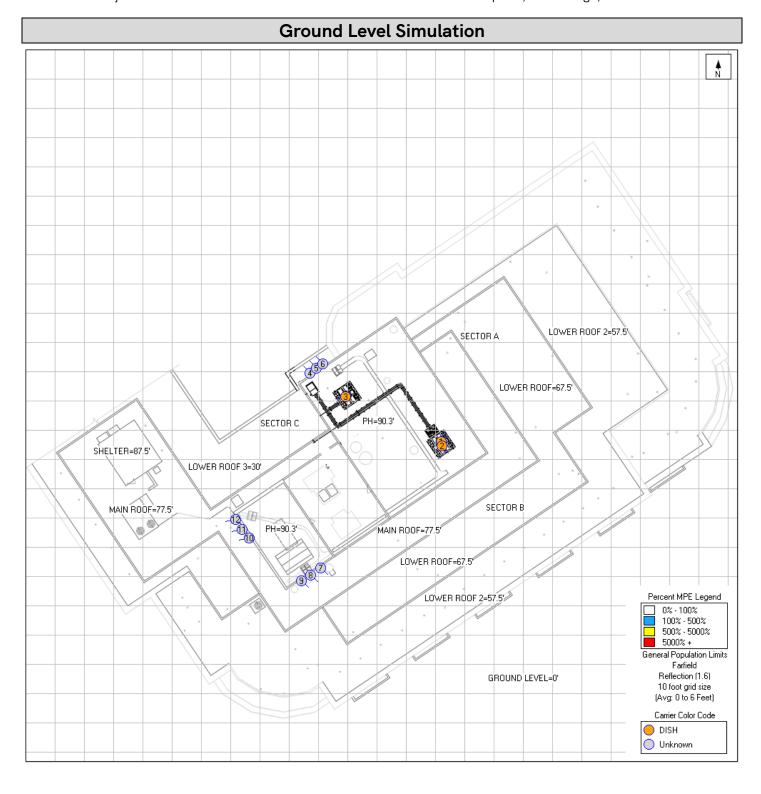




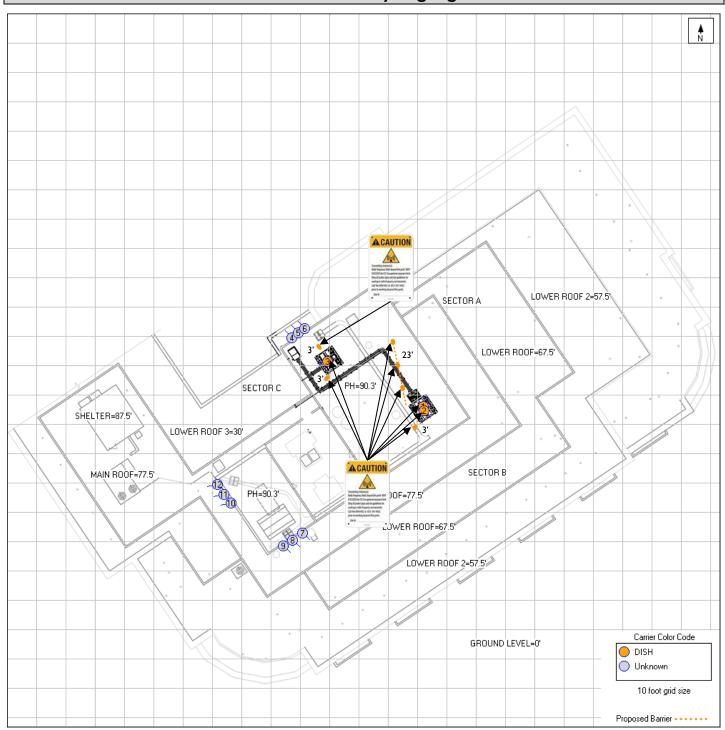




Lower Roof 3 Level Simulation ≜ N LOWER ROOF 2=57.5\ SECTOR A LOWER ROOF=67.5 PH=90.3' SECTOR C SHELTER=87.5 LOWER ROOF 3=30' SECTOR B MAIN ROOF=77.5' PH=90.3° MAIN ROOF=77.5° LOWER ROOF=67.5" LOWER ROOF 2=57.5' Percent MPE Legend 0% - 100% 100% - 500% 500% - 5000% 500% - 50 5000% + General Population Limits Sula 09 10 foot grid size GROUND LEVEL=0' (Avg: 30 to 36 Feet) Carrier Color Code O DISH Unknown



DISH Wireless Safety (Signage) Plan





Post at all Roof Access Points

Final Compliance Configuration	A NOTICE AND COMMENTS OF THE PROPERTY OF THE P	NOTICE ((The CAUTION AND AND AND AND AND AND AND AND AND AN	Tourney women. Tourney women. Man houses to be coment regard for the coment of the coment of the coment. The c	INFORMATION This is an access point to an area with transmitting actionness. This of water in which was been all to a sent of the first in the sent of	
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER / MARKER
Access Point(s)	1	0	0	0	1	N/A
Alpha	0	0	4	0	0	23′
Beta	0	0	2	0	0	3′
Gamma	0	0	2	0	0	3' & 3'

Sign	Posting Instructions	Required Signage / Mitigation
INFORMATION This is an ACCESS POINT or an error with transmitting endorses the state of the stat	NOC Information Information signs are used to provide contact information for any questions or concerns for personnel accessing the site.	Securely post at the main rooftop access door and every point of access to the site in a manner conspicuous to all individuals entering thereon as indicated in the signage plan.
AND NOTICE	Guidelines Informational sign used to notify workers that there are active antennas installed and provide guidelines for working in RF environments.	Securely post at the main rooftop access door and every point of access to the site in a manner conspicuous to all individuals entering thereon as indicated in the signage plan.
NOTICE ((***)) Interview of the control of the co	Notice Used to notify individuals they are entering an area where the power density emitted from transmitting antennas may exceed the FCC's MPE limit for the general public or occupational exposures.	Signage not required.
The CAUTION AND AND AND AND AND AND AND AND AND AN	Caution Used to notify individuals that they are entering a hot spot where either the general public or occupational FCC's MPE limit is or could be exceeded.	Securely post behind the DISH Wireless Sector A, B, and C antennas and on the barriers in front of them.
Awarding several control of the cont	Warning Used to notify individuals that they are entering a hot zone where the occupational FCC's MPE limit has been exceeded by 10x.	Signage not required.

Appendix C

Federal Communications

Commission (FCC) Requirements

RF-EME Compliance Report EBI Project No. 018412-PR

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/ controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

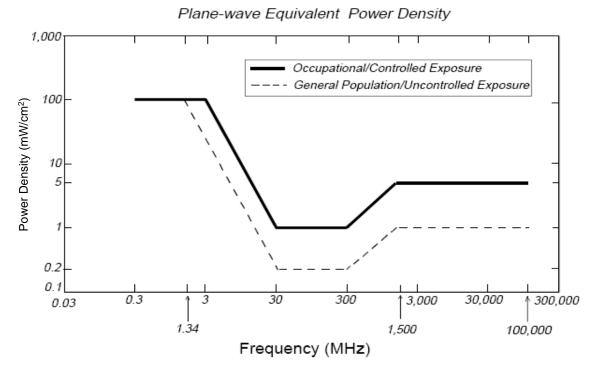
Table 1 and Figure 1 (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the DISH Wireless equipment operating at 600 MHz or 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the DISH Wireless equipment operating at 1900 MHz, the FCC's occupational MPE is 5.0 mW/cm² and an uncontrolled MPE limit of 1.0 mW/cm². These limits are considered protective of these populations.

Table 1: Limits for Maximum Permissible Exposure (MPE)					
(A) Limits for Occupa	(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time [E] ² , [H] ² , or S (minutes)	
0.3-3.0	614	1.63	(100)*	6	
3.0-30	1842/f	4.89/f	(900/f ²)*	6	
30-300	61.4	0.163	1.0	6	
300-1,500			f/300	6	
1,500-100,000			5	6	
(B) Limits for General Public/Uncontrolled Exposure					
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time [E] ² , [H] ² , or S (minutes)	
0.3-1.34	614	1.63	(100)*	30	
1.34-30	824/f	2.19/f	(180/f ²)*	30	
30-300	27.5	0.073	0.2	30	
300-1,500			f/1,500	30	
1,500-100,000			1.0	30	

f = Frequency in (MHz)

<u>Figure 1.</u> FCC Limits for Maximum Permissible Exposure (MPE)



^{*} Plane-wave equivalent power density

Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Microwave (Point-to-Point)	5,000 - 80,000 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Broadband Radio (BRS)	2,600 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Wireless Communication (WCS)	2,300 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Advanced Wireless (AWS)	2,100 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio (SMR)	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Frequency Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by DISH Wireless in this area will potentially operate within a frequency range of 600 to 5000 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

FCC Compliance Requirement

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits <u>and</u> there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

1. SUMMARY OF TELECOMMUNICATIONS LICENSE AGREEMENT TERMS

PROPERTY: One Brattle Square Cambridge, MA 02138

LICENSOR: BCSP 9 OBS Property LLC

LICENSEE: DISH Wireless L.L.C.

LICENSEE'S NOTICE ADDRESSES: DISH Wireless L.L.C.

Attn: Lease Administration (BOBOS00341B)

5701 South Santa Fe Dr. Littleton, Colorado 80120

LICENSEE'S CONTACT FOR POWER

SHUTDOWN:

833-347-4602

LICENSEE'S INVOICE ADDRESS: DISH Wireless L.L.C.

Attn: Lease Administration (BOBOS00341B)

5701 South Santa Fe Dr. Littleton, Colorado 80120

PROPERTY/SITE MANAGEMENT CO. Newmark

COMMENCEMENT DATE: the first (1st) day following the commencement

of Licensee's Installation

MONTHLY LICENSE FEE: \$2,500.00

ONE TIME ADMIN FEE: \$1,500.00 (payable in accordance with Section

5(c) below)

ADDRESS PAYMENT FOR RENT One Brattle Square, Cambridge, MA 02138

ANNUAL INCREASES: 3%

INITIAL TERM: Sixty (60) Months

RENEWAL TERMS: Two (2) additional sixty (60) month terms

ELECTRICITY PROVIDED BY: Building (submeter)

EQUIPMENT TYPE AND/OR NO. OF

ANTENNA:

(3) Wireless Antennas installed within (2) concealed canisters on the upper roof

INTERNAL or EXTERNAL EQUIPMENT: Internal Equipment within existing 216 s.f. room

in basement

SITE AGREEMENT

This Site Agreement ("**Agreement**") is made this <u>30th</u> day of <u>October</u>, 2024 (the "**Effective Date**") by and between BCSP 9 OBS Property LLC, having a mailing address at c/o Beacon Capital Partners LLC, 200 State Street, 5th floor, Boston, MA 02109 ("**Licensor**") and Dish Wireless L.L.C. ("**Licensee**"). Licensor and Licensee may hereinafter be collectively referred to as the "**Parties**" or individually as a "**Party**".

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. Premises.

- Description of Premises. Licensor is the owner of a building commonly known as One Brattle Square (the "Building") and located at One Brattle Square Cambridge, MA 02138 ("Property"). Licensor hereby grants to Licensee a license (the "License") to use Licensor's existing telecommunications infrastructure and equipment ("Licensor's Equipment or Facilities") including but not limited to the existing fiber ring and equipment in each building's Main Point of Entry ("MPOE") and the areas of the Property more particularly described in Exhibit A attached hereto, which is inclusive of the approximately 12' x 18' foot room on the ground floor previously utilized by another wireless communications provider, which has since been abandoned ("Premises") for the purposes described below. Licensee acknowledges that the rights herein granted by Licensor are not exclusive, including within the Premises, and that Licensor may have previously granted (or in the future grant) similar rights to third parties, including but not limited to telecommunications carriers or tenants of the Property, and Licensee shall cooperate with Licensor to allow for provision of communication services by another telecommunications carrier, and nothing contained herein shall be construed as granting to Licensee any easement, leasehold, property, ownership or other rights in the Property, other than a license agreement on the terms set forth herein, or to create a partnership or joint venture between Licensor and Licensee.
- b. <u>Premises AS-IS</u>. Licensee acknowledges that it has inspected the Premises, Property and all appurtenances thereto and is fully familiar with the physical condition thereof and agrees to accept the Premises "AS-IS". Licensee acknowledges that neither Licensor nor any officer, employee or agent of Licensor has made any representation or warranty with respect to the condition of the Premises, the Property or the suitability thereof for any particular purpose.
- c. <u>Relocation</u>. Licensor shall have the right at any time during the Term (as hereinafter defined), upon giving Licensee not less than thirty (30) days prior notice (a "**Relocation Notice**"), to require Licensee to relocate to another space in the Property that is reasonably acceptable to Licensee (the "**Substitute Premises**"). If Licensor shall send a Relocation Notice as aforesaid, Licensee shall relocate Licensee's Equipment (as hereinafter defined) to the Substitute Premises at the time set forth in the Relocation Notice. If Licensees fails to timely move Licensee's Equipment, Licensor may do so provided Licensor has sent Licensee a second notice no less than thirty (30) days prior to actually moving Licensee's Equipment. Licensor will pay all reasonable costs and expenses to be incurred by Licensee in moving Licensee's Equipment. If Licensor moves

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Licensee to the Substitute Premises, this Agreement and each of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to the Substitute Premises, and the Substitute Premises shall thereafter be deemed to be the Premises as though Licensor and Licensee had entered into an express written amendment of this Agreement with respect thereto. If the substitute premises are not suitable for Licensee to use for the purposes described in this Agreement, Licensee may immediately terminate this Agreement with no further obligations accruing after such termination.

3. Use of Premises.

- Use of Licensee's Equipment. Licensee shall use the Premises solely for the operation and maintenance, at Licensee's sole expense, of Licensee's telecommunications equipment i.e., fiber optic cables, facilities and appurtenances thereto, as more particularly described on attached Exhibit B ("Licensee's Equipment or Facilities") for the purpose of providing telecommunications services (i.e., bandwidth access over Licensee's Equipment) and Wireless Services, as defined below, in the frequencies set forth in Exhibit D attached hereto (the "Permitted Use"). The Licensee's Equipment or Facilities installed or supplied by Licensee pursuant to this Agreement, as between Licensee and Licensor, shall remain the property of Licensee, and nothing herein shall be deemed to create any property interest herein in Licensor. Prohibited Uses. Licensee shall not use the Premises for any illegal purpose and shall not conduct any activity at the Premises (including the Permitted Use) that may be harmful to the health or safety of others, including, without limitation, other tenants or occupants of the Property. Licensee shall conduct its business and control its agents, employees, invitees, licensees and visitors in such manner as not to create any nuisance or materially interfere with, annoy, or disturb any other tenant or occupant of the Property. Licensee will not use the Premises in any way so as to increase (other than to a de minimis extent) Licensor's insurance premiums or those of other tenants at the Property.
- b. Access to Premises. Licensee shall have access to the Premises during normal business hours upon at least 24 hours prior notice to Licensor and subject to reasonable scheduling requirements of Licensor. In the event of a Licensee Emergency, as defined below, Licensee shall have access to the Premises after normal business hours upon reasonable notice to Licensor. Licensee shall at all times comply with all access and security policies and procedures in place for the Property as well as payment of any out-of-pocket costs incurred by Licensor as a result of emergency access after business hours, including but not limited to, the then current hourly and/or overtime wages of Licensor's employees or agents. "Licensee Emergency" shall mean any event that requires that Licensee gain access to the Premises to: (i) remain compliant with Applicable Laws, as defined below; (ii) ensure the ability of Licensee and its vendors, representatives and/or customers to immediately troubleshoot and/or remedy interrupted, lost, or poor quality service; or (iii) address any incident of fire, flood, weather, failure of power, public emergency, acts of God or other casualty affecting the Premises.
- c. <u>Change in Services</u>. Licensee may not provide any other services other than the Permitted Use at or from the Property without the Licensor's prior consent, which Licensor may withhold in its sole discretion, including "Wireless Services" in frequencies not set forth in Section 2(a). "Wireless Services" means any Radio Communication (defined below) services, including, signal transmission, emission, or reception services, over spectrum licensed by the

Federal Communications Commission ("FCC") to Wireless Providers (defined below) or for which a Wireless Provider holds an FCC license, including frequencies in the 700 MHz, 800 MHz (including the 800 SMR/iDEN band (ranging from 806 - 866 & 869 MHz)), 850 MHz, 900 MHz, the Personal Communications Services (PCS) bands (1.9 GHz), the Advanced Wireless Services bands (1.7 GHz, 2.1 GHz, and 2.5 GHz bands), and such other bands as are or become part of the migration path of Wireless Providers with regard to voice and data to 5G or future generational functionality or may otherwise be licensed to Wireless Providers by the FCC from time to time. "Radio Communication" means the definition contained in in 47 U.S.C. §153(40) (as may be amended or superseded) and is the transmission by radio of writing, signs, signals, pictures, and sounds of all kinds, including all instrumentalities, facilities, apparatus, and services (among other things, the receipt, forwarding, and delivery of communications) incidental to such transmission). "Wireless Provider" means a third-party wireless communication service provider whose primary business is the provision of Wireless Services, including without limitation those providers operating under the branded names of AT&T Wireless, Verizon Wireless, T-Mobile and shall also be deemed to include Dish Wireless. Licensee may not provide any other services at or from the Property without the Licensor's prior consent, which Licensor may withhold in its sole discretion.

4. Term; Renewal and Termination.

- a. <u>Initial Term.</u> This Agreement shall be effective as of the "**Effective Date**". The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day following the commencement of Licensee's Installation (the "**Commencement Date**") and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to two (2) additional terms of sixty (60) months each (each, a "Renewal Term" and together with the Initial Term, the "Term"). However, Licensee may, in Licensee's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Licensor written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.
- Right to Terminate. This Agreement may be terminated: (i) by either Party, b. upon thirty (30) days prior written notice to the other Party, if the Property becomes unusable for fixed telecommunications services due to any change in governmental regulations, including but not limited to the regulations of the FCC or the Federal Aviation Agency ("FAA") or any other federal, state or local regulations or codes; (ii) by either Party, upon thirty (30) days prior written notice to the other Party, if the Property becomes unusable for fixed telecommunications services due to destruction of the Property by fire or other cause in accordance with the terms of Paragraph 15 or condemnation of the Property or the Premises in accordance with Paragraph 16 and such damage is not restored by Licensor; (iii) by either Party, upon thirty (30) days prior written notice to the other Party, if the Property is or becomes unusable for fixed telecommunications services due Licensee's inability to obtain or maintain any approval, permit or license necessary to use the Property for the purpose permitted hereunder or to operate Licensee's Equipment, through no fault of Licensee; or (iv) upon six (6) months written notice, by Licensee if Licensee determines that the Premises are not appropriate for its operations due to substantiated significant economic or technological difficulties including, without limitation, signal strength or interference;

5. Monthly Rent.

- a. <u>Monthly Rent</u>. Licensee shall pay Licensor, on the first day of each month during the Term, without demand, offset or counterclaim, monthly rent in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) ("**Monthly Rent**"), subject to adjustment as provided below and prorated for any partial month. If, in the normal course of business Licensor sends monthly invoices, such invoices shall be sent to Licensee at the address designated in Section 22 of this Agreement, as may be updated in accordance with that Section.
- b. <u>Annual Increase</u>. Upon each anniversary of the Commencement Date, the Monthly Rent shall increase without further act or instrument in an amount equal to three percent (3%) of the then immediately preceding Monthly Rent and shall be rounded up to the next highest dollar amount.
- c. <u>One-time Non-Refundable Administrative and Infrastructure Fee</u>. Within forty-five (45) days after the later of the: (i) mutual the execution; or (ii) Licensee's delivered receipt of the fully executed Agreement, Licensee shall pay Licensor a One-time Non-Refundable Administrative and Infrastructure Fee of ONE THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$1,500.00).
- d. <u>Service Charge and Interest</u>. Licensee will pay a service charge of One Hundred Dollars (\$100.00) for bookkeeping and administrative expenses if the Monthly Rent is not received within fifteen (15) days after its due date. In addition to the service charge, any Monthly Rent or other amounts due hereunder not paid within fifteen (15) days after the date due will accrue interest from the date due at the lesser of ten percent (10%) per annum or the highest lawful rate until payment is received by Licensor. Licensor may apply payments received from Licensee to any obligations of Licensee then accrued, without regard to any designation by Licensee.
- e. <u>Address for Payment</u>. The Monthly Rent and all other sums due hereunder shall be sent to Licensor at the following address along with evidence of the applicable Property name and address, until notified otherwise by Licensor:

One Brattle Square Cambridge, MA 02138

f. <u>Taxes</u>. In addition to the Monthly Rent, Licensee shall pay Licensor if, within sixty (60) days after Licensee's receipt of an undisputed invoice along with sufficient supporting documentation, any sales, use, property or other taxes or assessments ("**Taxes**"), including, without limitation, penalties and interest thereof, if any (except income taxes and taxes based on Licensor's gross receipts or revenues), which are directly as attributable to Licensee's use of the Premises.

6. Interference and Emissions.

a. <u>No Interference by Licensee</u>. Licensee represents and warrants that Licensee's Equipment will not cause material interference with (i) any existing communications equipment installed on the Property as of the Effective Date, or (ii) with the ability of office tenants/occupants of the Property or office tenants/occupants of other buildings adjacent to the

Property to receive or transmit radio, television, telephone, microwave, short-wave, long-wave or other signals of any sort presently or hereafter installed (on any licensed frequency provided such tenants/occupants hold a license to operate in such frequency or unlicensed frequency), or (iii) with any other tenants'/occupants' or Licensor's equipment, installation, wires, cabling or machinery (electronic or otherwise) at the Property. Should material interference occur, Licensor shall provide Licensee with written notice of such interference and Licensee shall promptly make all necessary repairs and adjustments or reduce the power sufficiently to minimize the material interference until the same can be remedied, at Licensee's expense, to insure cessation of interference to Licensor's reasonable satisfaction, and any expenses reasonably and actually incurred by Licensor, up to \$1,000.00, in connection therewith shall be paid to Licensor within forty-five (45) days after Licensee's receipt of Licensor's invoice. If interference cannot be eliminated within seventy-two (72) hours after receipt of written notice from Licensor to Licensee, Licensee shall temporarily disconnect the electric power and shut down Licensee's Equipment, except for intermittent operation for the purpose of testing correction of such interference. In the event Licensee does not shut down Licensee's Equipment as aforesaid, Licensor may do so, at Licensee's cost. In no event may Licensee restart Licensee's Equipment, other than intermittent operation for the purpose of testing Licensee's Equipment as aforesaid, until such interference has been corrected. If the interference is not corrected within thirty (30) days after receipt of written notice, Licensor shall have the right to terminating this Agreement. In the event this Agreement is terminated pursuant to the terms of this Paragraph, same shall be deemed a material breach by Licensee, same shall cause irreparable injury to Licensor and therefore Licensee shall remain liable and responsible for and shall timely pay the Monthly Rent due for the remainder of the then-current Term.

- b. <u>No Interference by Licensor</u>. Licensor shall use commercially reasonable efforts to avoid and prevent any interference with the communications operations of Licensee. In the event any such interference does not cease within seventy-two (72) hours after written notice, , the Parties acknowledge that continuing interference will cause irreparable injury to Licensee, and in such event Licensee shall have the right to terminate this Agreement immediately with no further obligations, upon prior notice to Licensor. For purposes of this Section, use of commercially reasonable efforts to comply with the Installation Standards (as defined below) applicable to the equipment or infrastructure alleged to be causing the interference shall constitute reasonable efforts to minimize interference as required by this Section.
- c. <u>RF Emissions</u>. Licensee hereby acknowledges that antenna power output ("RF Emissions") are presently subject to restrictions imposed by the FCC for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits for workers and the general public. Licensee shall operate the Licensee's Equipment in a manner that will not cause the Property to exceed the FCC specified MPE. Licensee, at its sole cost and expense, shall be solely responsible for causing the Licensee's Equipment and Licensee's activities at the Premises to be in compliance with all applicable MPE limits and RF Emissions, including, without limitation, performing any and all tests, analyses and similar procedures to determine whether MPE limits are being exceeded at the Property.
 - 7. Electrical and Other Facilities and Services.
 - a. Procurement of Services.

Licensee's sole discretion, is unable to install its own electrical meter, Licensor shall provide, at Licensee's sole expense, electrical service to operate Licensee's Equipment via a separate submeter to be installed by Licensee at its sole cost and expense. Such installation shall be subject to Licensor's prior approval as to the location of utility routes and manner of installations pursuant to and in accordance with Paragraph 12(a) hereof. Licensor shall use reasonable diligence to restore any interruption in electrical service to the Property promptly. Licensee shall maintain and repair the Smart sub-meter at Licensee's sole cost and expense.

b. <u>Licensor Not Liable for Interruption in Power</u>. Licensor shall not be liable for interruption of power in any respect including damage to person or property (of any kind or nature) and Licensee shall not be relieved of its obligations hereunder unless caused by Licensor's or its employee's gross negligence or willful misconduct. Licensor shall at all times be able to shut down the electrical service, if any, to the Premises and Licensee's Equipment in connection with any maintenance operation conducted for the Property following at least 48 hours prior notice, except in the event of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Building or the Property, in which case, Licensor shall give Licensee as much notice as is practicable under the circumstances via telephone at Licensee's NOC number: 833-347-4602. Licensor agrees to make a reasonable effort to schedule any such shutdown outside the Property's normal business day.

8. Compliance with Laws; Maintenance of Permits.

Licensee will install, maintain, repair, replace, modify and operate Licensee's Equipment at all times in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including without limitation applicable occupational, health and safety standards and the regulations promulgated by the FCC (the "FCC License") and FAA and all applicable zoning, building and fire codes, the requirements of any applicable fire insurance underwriter or rating bureau all as may be periodically updated and amended throughout the Term ("Applicable Laws") and in compliance with the Building's rules and regulations, as set forth on the attached Exhibit C ("Building Rules and Regulations") or as may be reasonably established from time to time by Licensor and/or Manager (as defined below) for the entire Property, provided that any changes to such Building Rules and Regulations are provided to Licensee in advance ("Applicable Laws" and the "Building Rules and Regulations" are collectively referred as the "Installation Standards"). Licensee, at Licensee's sole cost and expense, shall be solely responsible for securing and maintaining all applicable permits, licenses and approvals required under the Applicable Laws for the installation, maintenance, and operation of Licensee's Equipment. Licensee shall endeavor to deliver to Licensor copies of any such permits, licenses or approvals within ten (10) business days after Licensor's written request.

9. Maintenance, Repair and Warranty.

a. <u>Maintenance of Premises and Equipment</u>. Licensee shall keep the Premises and Licensee's Equipment neat and clean. During the Term, Licensee will promptly and properly repair any roof leaks or other damage or injury (including structural damage) to the roof of the Property, the Premises, or any other part of the Property caused directly by Licensee's use of the Premises or its installation, use, maintenance, or removal of Licensee's Equipment. If Licensee

does not promptly, after receipt of written notice, repair any such leaks, damage, or injury, or if the damage affects the roof or any other structural element of the Property, Licensor may (but shall have no obligation to) perform same at Licensee's cost and Licensee hereby authorizes Licensor to make such repairs and charge Licensee for all costs and expenses incurred in doing so if Licensor shall elect to do so.

- b. <u>Warranty</u>. Promptly after the Effective Date, Licensor shall provide Licensee with a copy of Licensor's warranty on the roof of the Building that is currently in effect (the "Warranty"). Prior to Licensee's installation, Licensee shall coordinate with the holder of the Warranty and shall utilize such roofing contractor, at Licensee' expense, as may be reasonably necessary to ensure that Licensee's Equipment will not void the Warranty provided the costs charged by such roofing contractor and the quality of its work are competitive with charges and work quality for similar services within the same geographic region. Licensor shall promptly cooperate with Licensee's efforts to comply with the conditions of the Warranty including, but not limited to, executing and/or submitting any paperwork that may be required by the holder of the Warranty and allowing access to the Structure for any inspections that may be required to maintain the Warranty.
- c. <u>Licensor's Maintenance Rights</u>. Licensor may from time to time maintain, repair, alter, modify, reconstruct, replace or upgrade, at its own expense, the Property to the extent Licensor, in its sole discretion, deems necessary or desirable. Licensor shall give advance written notice to Licensee of any such changes and shall advise Licensee of any disruptions or outages that are reasonably likely to materially affect Licensee's Equipment; provided (i) Licensor exercises due diligence to complete the repairs and (ii) in the event any interruption to Licensee's Equipment lasts more than three (3) days, Licensee may have the right to install temporary receiving and transmitting equipment in a location to be mutually agreed by the Parties. Licensor shall use commercially reasonable efforts to conduct any work in such a way that minimizes the impact to Licensee's Equipment. Absent a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Building or Property, Licensor shall provide Licensee ninety (90) days prior written notice of any work that is reasonably likely to materially affect Licensee's Equipment. In the event of an emergency, Licensor shall give Licensee as much notice as is reasonably practicable under the circumstances.
- 10. Assignment, Subletting, Liens and Encumbrances. Licensee covenants and agrees not to assign this Agreement or to mortgage, pledge, encumber or sublicense the Premises or any part thereof or to otherwise permit the Premises or any part thereof to be used by anyone other than Licensee without obtaining Licensor's prior written consent in each instance. .. "Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. No assignment or sublicensing under this Agreement nor Licensor's consent thereto shall relieve Licensee from its obligations thereunder and Licensee shall remain fully and primarily liable therefor. No assignment or sublicensing shall affect Permitted Use. Notwithstanding anything to the contrary contained in this Agreement, Licensee may collaterally assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this

Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. <u>Inspection</u>.

- a. Access. Upon no less than two (2) business days prior notice, Licensee shall permit Licensor or its agents or representatives to have access to Licensee's Equipment to (i) inspect Licensee's Equipment to verify adherence to the approved plans, (ii) perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice, and (iii) assure Licensee's compliance with the terms and provisions of this Agreement.
- b. <u>Annual Inspection</u>. No more than once per calendar year, Licensor may request that Licensee, at its sole expense, perform a physical inspection of the Premises and Licensee's Equipment. To the extent Licensee's Equipment might be deemed to adversely affect the structural integrity of the Building, such inspection will include a survey of structural integrity and a review and correction of any loose bolts, fittings or other appurtenances. Licensee shall provide a written certification, in the form of a Professional Engineer Letter signed by a license engineer, of such inspections to Licensor not more than twenty (20) days following each such inspection. In the absence of such a certification, Licensor shall have the right (but not the obligation) to conduct or arrange for such an inspection to charge Licensee for such actual and reasonable costs up to \$1,500.00.

12. <u>Licensee's Equipment</u>.

<u>Title to Licensee's Equipment; Risk of Loss</u>. Legal title to all of Licensee's Equipment (other than conduit, cabling and wiring installed in the Property) shall be and remain with Licensee. Licensee at all times shall have care, custody, and control of Licensee's Equipment, subject to the provisions of this Agreement, and all of Licensee's Equipment kept, stored, or maintained on the Premises will be kept, stored, or maintained at the sole risk of Licensee and Licensee shall take all reasonable measures and precautions to render Licensee's Equipment inaccessible to unauthorized persons. Licensor acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Licensee's Equipment and Facilities (the "Collateral") with a third-party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Licensor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Licensee's Equipment and Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Monthly Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

- b. <u>Compliance with Engineering Standards</u>. Licensee shall install, operate, and maintain Licensee's Equipment in accordance with the engineering standards prevailing from time to time in the communications industry.
- c. <u>Equipment Identification</u>. Licensee shall clearly and conspicuously use and maintain tags to identify Licensee's Equipment on each floor, which tags shall indicate Licensee's name and, if applicable, frequency number(s). Licensee shall also post a copy of its FCC License, if applicable, on Licensee's Equipment upon installation.
- d. <u>Limitations on Equipment</u>. If any equipment or installations other than that described in Exhibit B is installed by Licensee, and such installation substantially deviates (in number and type) from what is listed in Exhibit B, then Licensor may (i) require Licensee to adjust the Monthly Rent (if any), to a reasonable amount requested by Licensor and agreed to by Licensee or (ii) Licensor may require Licensee to immediately remove such equipment at Licensee's sole cost and expense.
- e. <u>Performance of Licensee's Work.</u> Licensee installation, relocation and modification of Licensee's Equipment or Facilities on the Property ("Licensee's Work") shall be (i) performed in a safe and workmanlike manner, consistent with generally accepted construction standards for telecommunication equipment installation; (ii) performed in accordance with the Building Rules and Regulations; and (iii) include the use of union contractors and workers, if applicable, during any installation of Licensee's Equipment or Facilities on the Property.
- f. <u>Utilization of Riser Management Company</u>. Licensee shall utilize the Building's riser management company for all of Licensee's Work in the Building to enable the efficient installation and the appropriate distribution of telecommunication services within the Building.

13. Licensor's Review of Plans and Approval of Contractors.

Plans. Prior to installing (including modifying or replacing) Licensee's Equipment that is not a Like-Kind Modification, as defined below, or any other equipment to be installed on, repaired, modified, replaced or removed from the Premises, Licensee shall submit to Licensor for its approval detailed plans and specifications of the proposed installation, which plans shall depict those items set forth on Exhibit B (or modifications to or replacement of Licensee's Equipment, or other equipment, as applicable), indicate the information set forth on Exhibit B, comply with all Applicable Laws and the Installation Standards and shall be prepared by and stamped by a professional engineer. Licensor shall have fifteen (15) business days to review and approve such plans, which shall not be unreasonably withheld or conditioned. In the event Licensorfails to approve or otherwise respond to Licensee's plans and specifications, within the aforementioned fifteen (15) day review period then Licensee shall be permitted to proceed as if Licensor expressly approved the plans and specifications. In no event will Licensor's approval of such plans be deemed a representation that they comply with Applicable Laws, will not cause interference with other communications operations, or are structurally sound. Notwithstanding anything else contained herein, Licensee shall be permitted to make Like Kind Modifications to Licensee's Equipment upon prior notice to Licensor. As used herein "Like-Kind Modifications" shall mean any upgrades or replacements of "like-kind" equipment which is substantially similar

in dimension, weight, and aesthetics or which is wholly contained within LICENSEE's equipment room referenced above and/or cabinets contained therein.

- b. <u>Supervision by Licensor</u>. Licensor may require that its representative, be present and have the right to supervise the installation, replacement, modification, repair or removal of Licensee's Equipment. Provided Licensor has notified Licensee in writing to have its representative present. If Licensee installs Licensee's Equipment without such supervision, Licensee shall be liable to Licensor for any damages that may occur as a result. The actual fees incurred by reason of any monitoring performed by Licensor or its agents, contractors, employees in connection with Licensee's work shall be paid by Licensee up to a total of \$1,500.00. Licensee shall reimburse Licensor for such cost within forty-five (45) days after receipt of an undisputed invoice with sufficient supporting documentation.
- c. Approval of Contractors. Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee at the Property, which approval shall not be unreasonably withheld, conditioned or delayed, and once given, such approval may be rescinded by Licensor for reasons of site integrity and performance. Licensee shall submit to Licensor prior to the commencement of any work at the Premises a letter naming any proposed contractor, the proposed date the installation will commence, all time frames, and the estimated duration of the installation. Licensor shall notify Licensee within a reasonable period of time thereafter not to exceed five (5) business days as to whether Licensor has approved such contractor, date, time, duration and equipment. Licensee shall cause each contractor to obtain and maintain insurance in compliance with the terms of Paragraph 17 and shall provide a certificate of insurance evidencing same to Licensor upon demand.

14. Removal of Licensee's Equipment and Holdover.

- a. Removal by Licensee. Within sixty (60) days after the expiration or earlier termination of this Agreement, time being of the essence, Licensee shall remove Licensee's Equipment from the Property at Licensee's sole cost and expense. Licensee shall, at its sole cost and expense, repair any damage to the Property including, but not limited to the Premises and repairs as required in Paragraph 8 caused thereby and shall restore the Premises and the Property to its original condition, ordinary wear and tear excluded.
- b. Removal by Licensor. If Licensee does not remove Licensee's Equipment within the period stated above in paragraph "a", in addition to Licensor's other rights and remedies available hereunder, at law or in equity, Licensor may: (i) remove Licensee's Equipment and store it at Licensee's sole cost and expense, which amount shall be paid to Licensor on demand and if Licensee fails to claim Licensee's Equipment and pay such amounts within forty-five (45) days after written notice from Licensor, Licensee's Equipment shall be deemed abandoned and Licensor shall have the right to dispose of Licensee's Equipment as Licensor sees fit; or (ii) charge Licensee an amount equal to one hundred fifty percent (150%) of the amount of Monthly Rent charged hereunder immediately prior to termination or expiration for each full and partial month that Licensee's Equipment remains on the Premises. The foregoing provisions will not serve as permission for Licensee to holdover, nor serve to extend the term of this Agreement, although Licensee will remain bound to comply with all provisions of this Agreement until Licensee fully vacates the Premises in accordance with the terms of this Agreement.

c. <u>Abandonment of Cabling</u>. If Licensee elects to abandon any cabling or other transmission line which is the property of Licensee, and if Licensor consents to such abandonment in writing (which consent may be withheld in Licensor's sole and absolute discretion), then such cabling and transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense to remove any or all cabling and transmission lines and other Equipment which are its property, and further agrees to assume the responsibility during the removal for any damage to cabling or transmission line(s) belonging to others and shall indemnify defend and hold harmless Licensor against all claims for damages by any other Licensee or any tenant or other occupant of the Property.

15. Default.

- a. <u>Event of Default</u>. Each of the following shall be deemed to be an event of default under this Agreement:
 - (i) The Monthly Rent or any other sum due by Licensee under this Agreement remains unpaid for thirty (30) days after delivery of written notice from Licensor that past Monthly Rent remains due and payable.
 - (ii) If either Party files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statue of the United States or any state thereof, or such Party becomes the subject of any involuntary bankruptcy or insolvency in proceedings filed against such Party thereunder.
 - (iii) Intentionally Omitted
 - (iv) Failure by Licensee to comply with the terms of Paragraph 5 within the time frame set forth therein or with Paragraph 12(b).
 - (v) Any failure by a Party to comply with any other covenant, condition or agreement contained herein or in any rider, exhibit or other addendum hereto, and such failure continues thirty (30) days after written notice thereof; provided, however, that if such failure is curable but cannot be cured within such thirty (30) day period, then if such Party fails to cure such default within sixty (60) days after such notice, provided that Party has commenced to cure such default promptly after receipt of notice thereof and acts diligently and continuously to prosecute such cure to completion.
- b. <u>Remedies</u>. If an event of default beyond any applicable cure periods shall occur, the non-defaulting Party may, in addition to any other rights and remedies which such non-defaulting Party may have hereunder, at law or in equity, do the following (unless such remedies are prohibited by the laws of the state in which the Property is located):
 - (i) Terminate this Agreement by sending a written notice of cancellation which specifies that this Agreement shall terminate three (3) days after delivery of such notice, and upon the expiration of said three (3) days, this Agreement and the Term hereunder shall end and expire as fully and completely as if

the date of expiration of such three (3) day period was the day herein fixed for the expiration of Term hereof. If the Term shall expire as aforesaid, Licensor may, without notice, re-enter the Premises and dispossess Licensee or other occupant of the Premises by summary proceedings or otherwise, and remove their effects and hold the Premises as if this Agreement had not been made, and Licensee shall remain liable hereunder as herein provided. In case of any such re-entry, expiration and/or dispossession by summary proceedings or otherwise, Licensor may re-let the Premises either in the name of Licensor or otherwise under terms acceptable to Licensor (including without limitation, the length of the term and rent concessions). Licensor, at its option, may also make such repairs and replacements as are reasonably necessary or desirable for the purpose of re-letting the Premises, all of which shall be paid by Licensee, and the making of such repairs or replacements shall not operate or be construed to release Licensee from liability hereunder. Neither the failure or refusal of Licensor to re-let the Premises or any part thereof or, in the event the Premises are re-let, the failure of Licensor to collect the rent under such reletting shall release or affect Licensee's liability for damages, and Licensor shall not in any way be liable for same. Any such damages shall be paid in monthly installments by Licensee on the dates specified in this Agreement for Monthly Rent to be paid and any such suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Licensor to collect the deficiency for any subsequent month by similar proceeding. Notwithstanding the above, the Parties waive rights they may have for any consequential, punitive, and/or special damages.

(ii) Turn off the power to Licensee's Equipment at the Premises, until removal of Licensee's Equipment; if not removed by Licensee within thirty (30) days from the termination of this Agreement, such removal may be done by Licensor and Licensee's Equipment may be stored at Licensee's expense and without prejudice to any other right or remedies that Licensor may have. Licensor shall not be liable for any damages resulting from shutting off power, removal or storage and Licensee hereby waives any right to claim damages.

All remedies and rights of the non-defaulting Party under this Agreement are cumulative. Licensee expressly waives any and all rights of redemption under any present or future law in the event of Licensee's eviction or dispossession for any cause.

- c. <u>Expenses</u>. After an event of default, the defaulting Party shall also pay within thirty (30) days after receipt of a written invoice, all reasonable and actual expenses that the non-defaulting Party may incur for attorneys' fees and disbursements relating to such default (including advice for counsel, suit and any appeals), and management fees and expenses.
- 16. <u>Fire Clause</u>. In the event of a fire or other casualty in or on the Property or Premises, Licensee or Licensor shall promptly give notice thereof to the other. If the Premises or Property through no fault of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed

by fire or other casualty so as to render the Premises unusable, the Monthly Rent provided for herein shall abate thereafter until such time as the Premises, is made usable as reasonably determined by Licensor. If, through the fault of Licensee, its agents, employees, invitees or visitors, the Premises or Property is partially destroyed by fire or other casualty so as to render the Premises or Property unusable, the Monthly Rent provided for herein shall not abate and Licensee shall be responsible and liable to Licensor for any costs or expenses associated with restoration or repair resulting from such fire or casualty.

In the event of total or partial destruction of the Property or Premises without fault of Licensee, its agents, employees, invitees or visitors, which Licensor does not elect to (or is unable to) repair or restore within ninety (90) days and if Licensee's rights under this Agreement are materially impaired as a result, then this Agreement shall cease and come to an end as of the date of destruction, provided that the Monthly Rent and all other sums accrued up to said date of destruction shall be due to Licensor from Licensee within twenty (20) days after such date of destruction. If, through the fault of Licensee, its agents, employees, invitees or visitors, the Premises or Property is totally destroyed, Licensee shall be liable to Licensor for any costs and expenses associated with restoration or repair resulting from such destruction.

Nothing herein shall be construed to require Licensor to rebuild the Property or Premises, but if Licensor decides not to rebuild or if the Property or the Premises cannot be rebuilt within said ninety (90) days, this Agreement shall terminate as of the date of such destruction.

17. <u>Condemnation</u>. If all or any portion of the Property shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize Licensee's Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. Licensee shall have no claim to any part of the condemnation award for Licensee's interest in the Premises or this Agreement but may claim for the loss, if any, of Licensee's Equipment or relocation or moving costs.

18. Licensee's Insurance.

- a. <u>Licensee's Insurance</u>. Licensee shall maintain, or cause to be maintained, throughout the Term of this Agreement (or upon the commencement of work, if earlier) the following insurance, on a primary and noncontributory basis at its own expense, in amounts not less than those specified, and Licensee shall provide Licensor with proof of such insurance:
 - (i) commercial liability insurance on an "occurrence basis", with combined single limits of not less than \$2,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage and general aggregate of \$5,000,000;
 - (ii) umbrella liability insurance coverage with limits of not less than \$5,000,000;
 - (iii) workers compensation insurance in statutory limits.

- (iv) if Licensee operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$1,000,000 combined bodily injury and property damage; and
- (v) property damage insurance on an all risks form in respect of the, Licensee's Equipment and all alterations, trade fixtures and leasehold improvements installed in or made to the Premises for the full insurance value thereof (i.e. actual replacement cost without deduction for physical depreciation).

Each such policy shall list Licensor and Manager and their respective agents, and such affiliates and other parties with an insurable interest as Licensor and Manager may designate from time to time as additional insureds on a primary & non-contributory basis (except with respect to workers' compensation), and the Holder of any Mortgages (hereinafter defined) and/or ground lessors and any other parties with an insurable interest as designated by Licensor as additional insured parties. Each policy shall provide that it will not be cancelled during the Term to affect the coverage required except after thirty (30) days prior notice thereof to Licensor and Manager, or ten (10) days prior notice to Licensor in the event of a non-payment of premium. Licensor makes no representation or warranty to Licensee that the amount of insurance required to be carried by Licensee under the terms of this Agreement is adequate to fully protect Licensee 's interests. Licensee is encouraged to evaluate its insurance needs and obtain whatever additional types or amounts of insurance that it may deem desirable or appropriate.

- b. <u>Certificates of Insurance</u>. Licensee shall, prior to Licensee's occupancy and annually thereafter, furnish to Licensor certificates of insurance evidencing the requirements under this Paragraph along with additional insured endorsement.
- c. <u>Licensor's Insurance</u>. At all times during the Term, Licensor will carry and maintain fire and extended coverage insurance covering the Property in reasonable amounts. Licensor shall also carry commercial general liability insurance on the Property, including any common areas, in reasonable amounts.
- d. <u>Waiver of Subrogation</u>. To the extent allowable under the laws and regulations governing insurance within the state in which the Property is located, Licensor and Licensee each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Agreement, pursuant to insurance policies required to be carried by the Parties which are in force at the time of the loss or damage. Licensor and Licensee will each endeavor to cause its insurance carrier to include in the policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

19. Liability.

a. <u>Exculpation of Licensor and Manager</u>. Except for their own respective acts or failure to act constituting gross negligence or willful misconduct, Licensor and Manager shall not be liable to Licensee or to any other person for any loss or damage due to personal injury,

property damage, libel or slander, FCC or FAA penalties, or imperfect or unsatisfactory communications experienced by Licensee or its customers or for any other reason whatsoever.

- b. <u>Indemnity by Licensee</u>. Licensee will indemnify, defend and save harmless Licensor and its Manager and their respective principals, representatives, members, shareholders, partners, trustees, beneficiaries, directors, officers, employees, affiliates and agents (collectively, the "**Indemnitees**") from and against any and all claims, loss, damage, liability, and expenses (including without limitation reasonable attorneys' fees and disbursements and investigative, remedial, settlement, compliance and response costs in connection with any environmental matters), occasioned by, or arising directly or indirectly out of this Agreement, Licensee's rights hereunder (including, without limitation, the installation, maintenance, modification, repair, replacement, use and removal of the Equipment), Licensee's use of the Premises, the Property or any portion thereof or any act or failure to act by Licensee, its agents, officers, employees or contractors including, without limitation, the failure by Licensee to comply with the terms of this Agreement, except and to the extent of the negligent acts or omissions or willful misconduct of Licensor, its officers, employees, agents or contractors. All indemnifications made for the benefit of Licensor under this Agreement shall also be deemed to run to the benefit of the Indemnitees.
- c. <u>Incidental and Consequential Damages</u>. Notwithstanding any other provision of this Agreement, in no event shall each Party and/or each Party's agents or employees (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives and the like, disclosed or undisclosed, thereof) ever be liable for consequential, punitive, special or incidental damages or lost profits including but not limited to, loss of profits or revenue, costs or damages resulting from the indemnified Party's commitments to subscribers, customers, employees, contractors or subcontractors from rental, lease or other agreements or arrangements or from communications services contracts.
- d. The provisions of this Paragraph 18 shall survive the expiration or termination of this Agreement.
- 20. <u>Brokerage</u>. Each Party covenants with, and represents and warrants to, the other that it has had no dealings or communications with any broker or agent in connection with the consummation of this Agreement, and each Party agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorney's fees) or liability for any compensation, commissions or charges claimed by any other broker or agent with respect to this Agreement or the negotiation thereof, and arising out of such dealings or negotiations.
- 21. <u>Site Management</u>. Licensee acknowledges that Licensor has procured the services of CBRE or such other manager designated by Licensor from time to time, is hereinafter referred to as "**Manager**") for purposes of managing the Property, inclusive of the Premises, with respect to the operations of Licensee and other Licensees conducting communications services from the Property. Licensee agrees to comply fully with the directions and requirements of the Manager in connection with this Agreement and the operations of Licensee hereunder.
- 22. <u>Limitation of Licensor's Liability</u>. Licensee shall neither assert nor seek to enforce any claim against Licensor, or Licensor's agents or employees, or the assets of Licensor or of Licensor's agents or employees, for breach of this Agreement or otherwise, other than against

Licensor's interest in the Property and in the uncollected rents, issues and profits thereof, and Licensee agrees to look solely to such interest for the satisfaction of any liability of Licensor under this Agreement, it being specifically agreed that in no event shall Licensor or Licensor's agents or employees (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives, and the like, disclosed or undisclosed, thereof) ever be personally liable for any such liability. This paragraph shall not limit any right that Licensee might otherwise have to obtain injunctive relief against Licensor or to take any other action which shall not involve the personal liability of Licensor to respond in monetary damages from Licensor's assets other than the Licensor's interest in said real estate, as aforesaid.

Licensor shall not be deemed to be in default of its obligations under the Agreement unless Licensee has given Licensor written notice of such default, and Licensor has failed to cure such default within thirty (30) days after Licensor receives such notice or such longer period of time as Licensor may reasonably require to cure such default, provided that Licensor has commenced to cure such default promptly after receipt of notice thereof and acts diligently and continuously to prosecute such cure to completion. If an event of default shall occur, Licensee may, in addition to any other rights and remedies which Licensee may have hereunder, at law or in equity, terminate this Agreement, upon written notice of cancellation which specifies that this Agreement shall terminate three (3) days after delivery of such notice, and upon the expiration of said three (3) days, this Agreement and the Term hereunder shall end and expire as fully and completely as if the date of expiration of such three (3) day period was the day herein fixed for the expiration of the Term hereof.

23. <u>Notice</u>. Any notice, communication, request or reply in this Agreement required to be given, must be in writing and shall be effectively given if sent by telecopy and deposited in the United States mail, postage prepaid, certified or registered and addressed to the Party to be notified, or sent by a nationally recognized, reliable overnight courier or delivered in person to such Party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. For purposes of notice the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Licensor, to: BCSP OBS 9 Property LLC

c/o Beacon Capital Partners, LLC

200 State Street, 5th Floor Boston, Massachusetts 02109 Attention: General Counsel Facsimile: 617-457-0410

Email: KHoffman@beaconcapital.com

With a copy to: G&E Real Estate Management Services, Inc.

a Delaware corporation doing business as

Newmark Management("Newmark")

Attention Joseph Gruber

E-mail: joseph.gruber@nmrk.com

If to Licensee, to: DISH Wireless L.L.C.

Attn: Lease Administration / Site ID: BOBOS00341B

5701 South Santa Fe Dr. Littleton, Colorado 80120

The Parties may from time to time change their respective notice address by giving fifteen (15) days prior written notice in accordance with the terms above.

- 24. <u>Liens</u>. Licensee shall keep the Property and Premises free from any mechanic's, materialmen's or similar liens or encumbrances in connection with any work on or respecting the Premises not performed by or at the request of Licensor, and shall defend, indemnify and hold Licensor harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fee) arising out of the same or in connection therewith. Licensee will remove any such lien within thirty (30) days after written notice by Licensor, and if Licensee fails to do so Licensor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and the amount so paid including, without limitation, the cost of any bonds, attorney's fees and other costs incurred in the discharge of such lien or encumbrance will be deemed an additional charge to be paid by Licensee hereunder upon demand.
- 25. Subordination, Attornment and Mortgagee Protection. This Agreement is subject and subordinate to all Mortgages (as defined below) now or hereafter placed upon the Property, and to the provisions of any reciprocal easement, operating agreement, declaration, restrictive covenant, and all other encumbrances and matters of public record applicable to the Property. However, any Holder (as defined below) may elect to make this Agreement prior to the lien of its Mortgage, by written notice to Licensee. Licensee shall execute such documentation as Licensor or any Holder may request from time to time, in order to confirm the matters, set forth in this Paragraph. If any foreclosure proceedings are initiated by any Holder or deed in lieu is granted or any ground lease is terminated, Licensee agrees, upon written request of any such Holder or any purchaser at foreclosure sale, to attorn to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no Holder shall be: (i) liable for any act or omission of Licensor, or subject to any offset or defense which Licensee might have against Licensor (prior to such Holder becoming Licensor), or (ii) bound by any future modification of this Agreement not consented to by such Holder. "Mortgage" means all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Property or any part thereof, and all renewals, modifications, consolidations, replacement or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest therein. "Holder" means the holder of any Mortgage at the time in question, and where such Mortgage is a ground lessor, such term shall refer to the ground lessor.

26. <u>Estoppel Certificate</u>. Licensee shall from time to time, within thirty (30) days after written request from the Licensor, execute, acknowledge and deliver an estoppel certificate containing terms acceptable to the other party or any Holder of a Mortgage..

27. <u>Miscellaneous</u>.

- a. <u>Partial Invalidity</u>. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- b. <u>Attorney's Fees</u>. If either Party fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, the non-prevailing Party agrees to pay all of the prevailing Party's reasonable costs associated with the same including reasonable attorneys' fees.
- c. <u>Non-Waiver</u>. Failure of Licensor to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
- d. <u>Entire Agreement and Amendment</u>. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both Parties.
- e. <u>Binding Effect, Gender and Captions</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment may be approved or permitted by Licensor hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision.
- f. <u>Governing Law</u>. All of the terms of this Agreement shall be construed according to the laws of the state in which the Property is located.
- g. <u>Environmental</u>. Licensee shall not bring onto or permit to be brought onto the Property any Hazardous Substances, except for those contained in its back-up power batteries and reasonable quantities of common materials used in telecommunications operations (i.e. cleaning solvents), provided and upon the condition that Licensee shall cause all of same at all times be used, handled, stored, and disposed of in compliance with all applicable federal, state,

and local laws and regulations. Licensee shall not have the right to perform any environmental testing without Licensor's prior reasonable written consent first obtained. "Hazardous Substances" means any substance, chemical, pollutant, or waste that is at any time identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum products or other fuels (including crude oil or any portion or derivative thereof). Licensee shall defend, indemnify and hold harmless Licensor and Licensor's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. Licensor has not and shall not cause, knowingly permit or fail to remediate **Hazardous Substances** to be placed, stored, treated, released, spilled, transported or disposed of on, under, at or from the Property and/or Building in violation of any applicable environmental laws during the term of this Agreement. Licensor understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Licensee have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Building prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Licensor, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Licensee. The provisions of this subsection shall survive the expiration or earlier termination of this Agreement.

- h. <u>Recordation</u>. Licensee agrees not to record this Agreement or any other document referencing same unless required to do so by law, in which event Licensee agrees to execute, upon termination of this Agreement a recordable instrument evidencing such termination in form reasonably acceptable to Licensor.
- i. <u>Force Majeure</u>. Neither Party nor their agents shall be liable for any unanticipated matter beyond its reasonable control, such as acts of God, riot, strike, insurrection and war, however, that nothing contained in this Section 26(i) shall (i) relieve Licensee from the obligation to timely pay Monthly Rent under this Agreement, or (ii) permit Licensee to holdover in the Premises after the expiration or earlier termination of this Agreement.
- j. <u>Compliance with Lender Requirements</u>. Licensee shall comply with the requirements of the Holders of any Mortgages affecting the Property (including, without limitation, executing any customary documents required by any such Holder).
- k. <u>Incentive Programs</u>. Licensee shall, in order to assist Licensor in obtaining any incentives, abatements, exemptions, subsidies, energy discounts, refunds or payments that may be available to Licensor in connection with the tax, energy or other incentive programs with respect to the entire Property or any portion thereof, including, without limitation, the Premises, (i) use commercially reasonable efforts to promptly execute and file any reasonable and necessary applications, certifications or other documents, and (ii) fuse commercially reasonable efforts to follow all required procedures within any applicable time limitations, and Licensee shall provide Licensor with such further cooperation as may reasonably be requested by Licensor.

- l. <u>Execution</u>. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. The Parties acknowledge and agree that they may conduct this transaction by electronic means and that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- m. Notwithstanding that this Agreement concerns a grant of license, the Parties agree and acknowledge that this Agreement is not revocable at will and may only be terminated in accordance with its express terms.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date aforesaid.

LICENSOR:

BCSP 9 OBS Property LLC

By:
Name:

Matthew Steall

Matthew Stegal I

Title:

Managing Director

10/30/2024

LICENSEE:

DISH Wireless L.L.C.

By:
Name:

Satish Sharma

Title:

Executive Vice President

10/24/2024

EXHIBIT A PREMISES

PARCEL 1 A certain parcel of land with the buildings thereon, situated on Brattle Street, Middlesex County, Massachusetts, and being bounded and described as follows:

EASTERLY On Brattle Street, Eighty-Two and 31/100(82.31) feet;

EASTERLY by a curved line Twelve and 39/100 (12.39) feet;

SOUTHERLY on land formerly of the Boston Elevated Railway Company on a line three (3) feet northerly of the southerly face of the coping of the northerly wall of the Cambridge Main Street Subway, Mount Auburn incline, and parallel thereto, Two hundred thirty-two and 62/100 (232.62) feet;

WESTERLY by land now or formerly of the Boston Elevated Railway company, Nineteen and 39/100 (19.39) feet;

NORTHERLY by land now or formerly of Heirs of Betchelder and land now or formerly of the Social Union, Two hundred fourteen and 84/100 (214.84) feet, more or less. The premises described above are shown on a plan entitled "Boston Elevated Railway Company, Elevated & Subway Construction Plan of Land in Cambridge" dated July 1914, by C.S. Sargent, Vice President, recorded with the Middlesex South Registry of Deeds at Book 4307, Page End.

PARCEL II That certain leasehold estate created pursuant to that certain lease by and between Massachusetts Bay Transportation Authority as Landlord, and John T. Magnarelli and Daniel V. Calano, Trustees of Brattle Square Associates Trust, as Tenant, dated as of September 23, 1988, as amended by First Amendment to Ground Lease dated March 2, 1990, by and among said Massachusetts Bay Transportation Authority, and Trustee of Ivanhoe Realty Trust as set forth in a document entitled "Notice of Lease and Notice of Assignment of Lease", recorded with said Deeds, Book 20411, Page 211, encumbering the real property described as follows:

Four parcels of land in Cambridge, Middlesex County, Commonwealth of Massachusetts, shown as Parcels B, C, D and E on a plan entitled "Boston Elevated Railway, Elevated & Subway Construction Plan of Land in Cambridge, Mass." dated July 1914, recorded with said Deeds at the End of Book 4307; together bounded and described as follows:

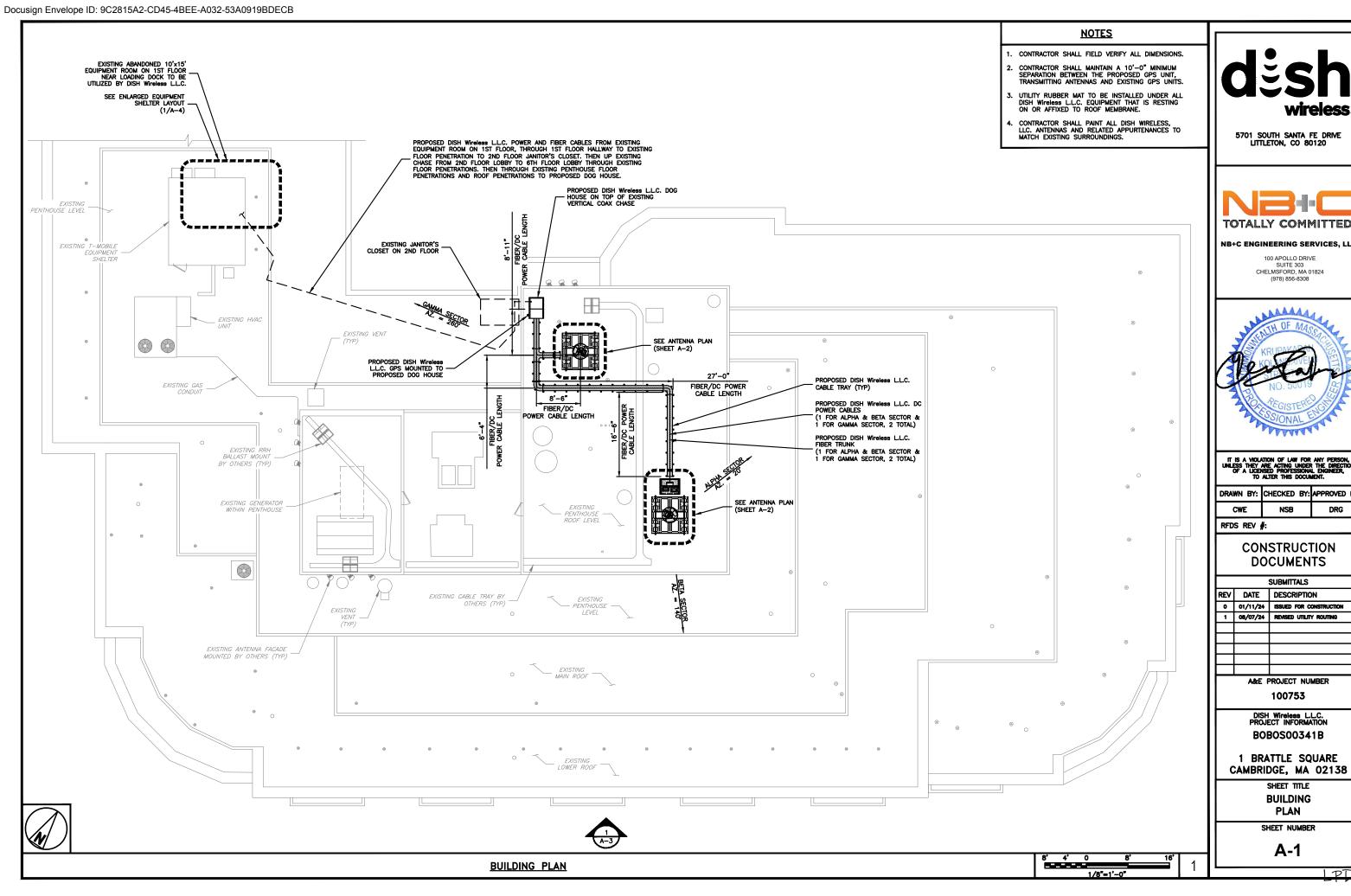
Easterly by Brattle Street and Brattle Square, by a curved line, sixty-three and 75/100 (63.75) feet; Southeasterly by Brattle Square, one hundred five and 45/100(105.45) feet; Southerly by Brattle Square and Mount Auburn Street, by a curved line, seventy-three and 67/100 (73.67) feet;

Southwesterly by Mount Auburn Street, one hundred ten and 85/100 (110.85) feet;

Northwesterly by land shown on said plan as now or formerly of the Heirs of Batchelder, fifty-seven and 5/100 (57.05) feet; Northeasterly by Parcel "A" on said plan, nineteen and 39/100 (19.39) feet; and Northwesterly by said Parcel "A", two hundred thirty-two and 62/100 (232.62) feet.

EXHIBIT B LICENSEE'S EQUIPMENT

[See attached]





NB+C ENGINEERING SERVICES. LLC.

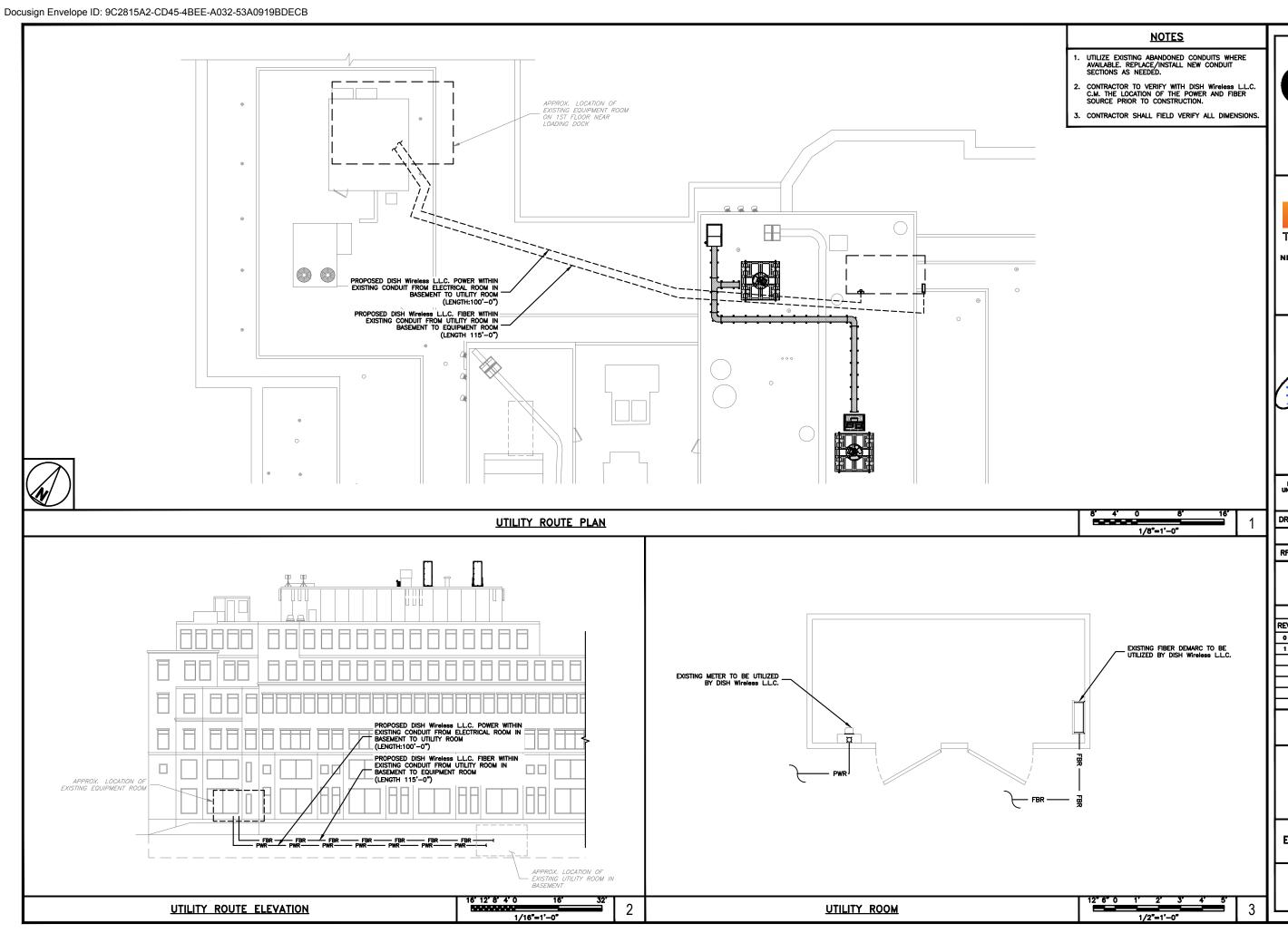


REDS REV #:			٥
CWE	NSB	DRG	
DRAWN DI:	CHECKED BY:	APPROVED	DI:

	SUBMITTALS			
REV	DATE	DESCRIPTION		
0	01/11/24	ISSUED FOR CONSTRUCTION		
1	08/07/24	REVISED UTILITY ROUTING		
		·		
	A&E PROJECT NUMBER			

BOBOSO0341B

CAMBRIDGE, MA 02138



5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120



NB+C ENGINEERING SERVICES. LLC.

SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTIO OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

l	DRAWN BY:	CHECKED BY:	APPROVED BY:	
	CWE	NSB	DRG	
	DEDC DEV	•		

CONSTRUCTION **DOCUMENTS**

	SUBMITTALS			
REV	DATE	DESCRIPTION		
0	0 01/11/24 ISSUED FOR CONSTRUCTION			
1	08/07/24	REVISED UTILITY ROUTING		
	A&E PROJECT NUMBER			
	400757			

100753

DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B

1 BRATTLE SQUARE CAMBRIDGE, MA 02138

SHEET TITLE ELECTRICAL/FIBER ROUTE PLAN AND NOTES

SHEET NUMBER

E-1

EXHIBIT C

BUILDING RULES AND REGULATIONS

CONSTRUCTION RULES AND REGULATIONS

- 1. All work shall be performed in accordance with all applicable state laws and in accordance with all requirements and codes of the City of Cambridge Fire Department, Inspectional Services Department and guidelines of Newmark, the Building manager working on behalf of Landlord ("Building Management"). The Building is operational and extra care and precautions must be taken to avoid interruption of services.
- 2. Certificates of Insurance in compliance with the requirements of Exhibit 3 of the Lease must be provided from general contractor ("Contractor") and its subcontractors at a minimum of seven (7) days prior to the commencement of any work.
- 3. At least three (3) weeks before construction, Contractor must schedule a pre-construction meeting with the Landlord's project management team. Meeting materials should include detailed schedules; addresses and telephone numbers of supervisors, contractors and subcontractors: copies of permits; proof of current insurance (including all subcontractors); and notice of any contractor's involvement in a labor dispute. Contractor shall supply Building Management with a copy of all permits prior to the start of any work.
- 4. Contractor is required to keep and make available a daily log of personnel entering and exiting the premises. Building Management will provide access cards and keys to direct employees of Contractor. Contractor shall be responsible for providing access to subcontractors. A Contractor ID badge may be issued during the work to facilitate this process. Building Management reserves the right to restrict access further at any point, and for any reason.
- 5. Contractor personnel are only permitted within the Building during normal trade working hours plus 30 minutes time before and after normal trade hours for set up and pick up of tools, etc., unless prior approval is given by Building Management.
- 6. Testing of sprinkler system, fire protection system, demolition, coring, and any other similar type work must be coordinated through Building Management with ten (10) days prior notice. Work on any system within the Building shall be coordinated with Building Management. Additionally, any sprinkler or fire alarm work and/or testing which may result in the activation of visual or audible devices shall be done outside of normal business hours for the Building.
- 7. The loading dock must be reserved in advance and is not exclusive to Contractor's sole use. Contractor will provide Building Management with a weekly delivery schedule.
- 8. Any common interior paths of travel, including entrances, lobbies, hallways, and elevators, will be properly protected. Protection may include elevator pads, walk off mats, plastic on carpet, Masonite on tile floors, cardboard or Masonite on wall areas, or suitable alternatives approved by Building Management.

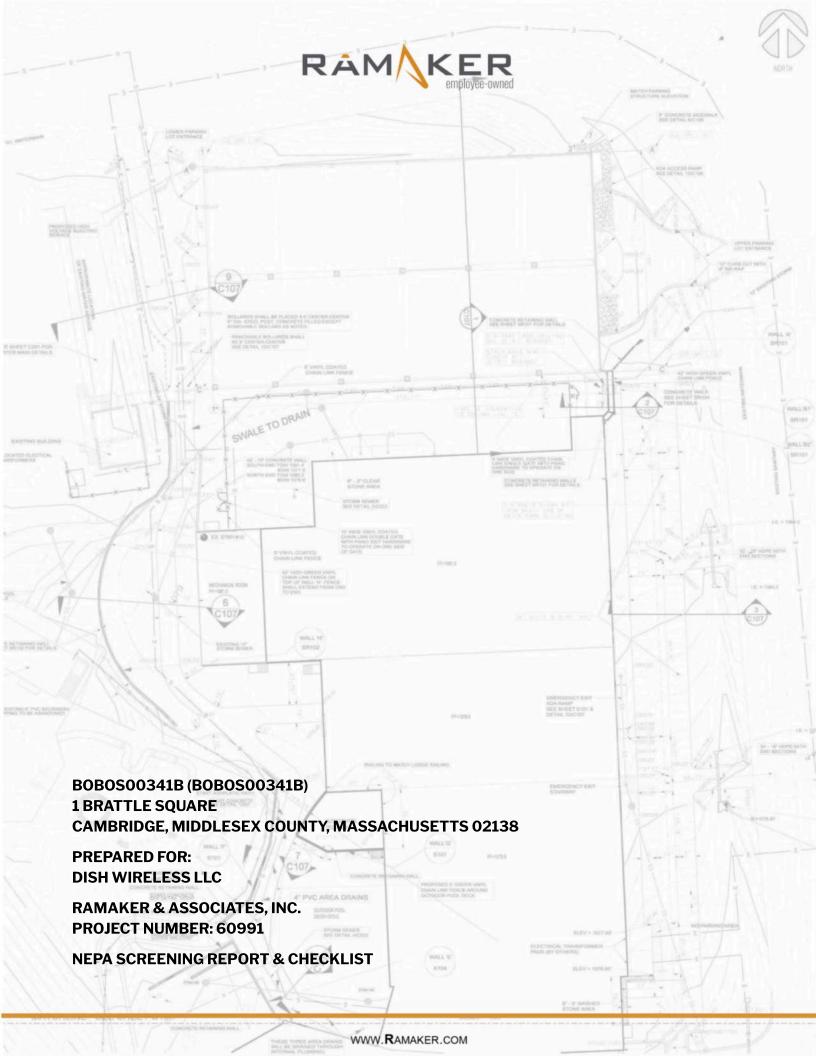
- 9. Contractor shall provide heavy plastic screening for dust protection and/or temporary walls of suitable appearance as required by Building Management.
- 10. Walk-off mats are to be provided at entrance doors.
- 11. No utilities (electricity, water, and plumbing) or services to the tenants are to be cutoff or interrupted without first having requested, in writing, and secured, in writing, the permission of Building Management. Request for this permission will be submitted in writing by Contactor to Building Management ten (10) business days prior to the planned cutoff.
- 12. Prior to any building management control work commencing that shall impact the existing Building and control network, Building Management's representative shall need to be consulted.
- 13. If taking the Building fire alarm points offline is required in connection with any work, the cost of such service will be billable to the Contractor. Contractor can choose to have their subcontractor handle taking the fire alarm points or panel offline, provided the subcontractor is licensed to do so, and works within the requirements and codes of the City of Cambridge Fire Department.
- 14. Should any scope of work require entry to another tenant's space, Tenant and/or Contractor must notify Building Management. If approved by Building Management, the activity shall be under the supervision of Building Management's representative. The cost of said supervision will be billable to the Contractor.
- 15. Admittance to the roof of the Building is allowed only upon the prior written consent of Building Management. Admittance for the duration of the project may be accommodated, but specific conditions for controlled access may apply.
- 16. There is a "No Smoking Policy" in effect for all areas of the Building.
- 17. Contractor will be responsible for daily removal of waste foods, milk and soft drink containers, etc. Building trash receptacles are not to be used.
- 18. Construction personnel are not to eat in the lobby or in front of the Building, nor are they to congregate in the lobby or in front of the Building.
- 19. Construction personnel are not to utilize any vacant space within the Building other than that space which is designated by the Building Management to the Contractor.
- 20. There will be no radios on the job site.
- 21. All workers are required to wear a shirt, shoes, and full length trousers.

- 22. Public spaces, corridors, elevator, bathrooms, lobby, etc., must be cleaned immediately after use. Restrooms for contractor use will be designated to the Contractor. No other restrooms are to be utilized by Contractor personnel.
- 23. There will be no smoking, eating, or open food containers in the elevator, carpeted areas, or public lobbies. There will be no yelling or boisterous activities; nor is alcohol or controlled substances allowed or tolerated. Individuals under the influence or in possession of such will be prosecuted.
- 24. Contractor shall post no signs without Building Manager's expressed prior approval which may be withheld for any reason.
- 25. Contractor shall supply Building Management with a copy of all permits prior to start of any work.
- 26. Contractor shall complete work without disruption from labor disputes and in harmony with other trades.
- 27. The Construction Rules and Regulations are subject to change in Landlord's sole discretion.
- 28. Landlord reserves the right to prohibit access to the building by any contractors who fail to comply with these Construction Rules and Regulations.

EXHIBIT D

PERMITTED FREQUENCIES

	Band	Downlink	Uplink	
n66	H - I	2160 - 2170 MHz	1760 - 1770 MHz	
n66 A - B 21		2180 - 2200 MHz		
n70	H, A - B	1995 - 2020 MHz	1700 - 1710 MHz	
n71	F-G	642 - 652 MHz	688 -698 MHz	





September 23, 2024

DISH Wireless LLC Andrew Foreman, National Program Manager

SUBJECT: NEPA Screening Report & Checklist

PROJECT: BOBOS00341B (BOBOS00341B)

1 Brattle Square

Cambridge, Middlesex County, Massachusetts 02138

Ramaker & Associates, Inc. Project #60991

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a National Environmental Policy Act of 1969 (NEPA) Screening Report & Checklist (NEPA Screen) for the proposed site development activities associated with the above-referenced site.

Based on the review of the FCC Special Interest Items as outlined in 47 CFR §1.1307 (a) (1) through (8), §1.1307 (b), §1.1310, and §1.1307 (d), this project will not have a significant environmental impact. It is the opinion of Ramaker that this project is categorically excluded from further environmental processing, and preparation of an Environmental Assessment is not required.

Project recommendations and requirements are included in Section 5.2 of the attached report. The recommendations and requirements include both site-specific (if appropriate) and general recommendations. Following the requirements is critical to avoiding significant environmental impacts to NEPA categories.

A NEPA Screening Checklist summarizing these items is included with this summary. If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Ramaker & Associates, Inc.

Some Tell

Daniel Feldmann, NEPA Compliance Manager

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Appendix A SHPO Concurrence

Appendix B Tribal Coordination Summary

NEPA SCREENING CHECKLIST

SITE NAME (SITE NUMBER):	BOBOS00341B (BOBOS00341B)				
· · · · · · · · · · · · · · · · · · ·		tle Square, Cambridge, Middlesex County, Massachusetts			
LATITUDE:	42° 22' 23.944" North				
LONGITUDE:	71° 7' 17.378" West				
		YES	NO	N/A	Comments
Will the facility be located in an officially designated wilderness area, per 47 CFR				x	Consulting Agency To Contact: NPS, USFWS & BLM
§1.1307(a)(1)? Will the facility be located in a designated wildlife preserve, per 47 CFR §1.1307(a)(2)?				x	Comments: See Section 3.1 for details. Consulting Agency To Contact: NPS, USFS & BLM Comments: See Section 3.2 for details.
Will the facility affect listed or proposed threatened or endangered species or designated critical habitats; or jeopardize the continued existence of any proposed endangered or threatened species or likely to result in the destruction or adverse modification of proposed critical habitats, as determined by the Secretary of the Interior pursuant to the Endangered Species Act of 1973, per 47 CFR §1.1307(a)(3)?		0	0	x	Consulting Agency To Contact: USFWS & State Equivalent Comments: See Section 3.3 for details.
Will the facility be over 450 feet above go level (AGL); per 47 CFR §1.1307(d).	round			x	Consulting Agency To Contact: USFWS & State Equivalent Comments: See Section 3.3 for details.
Will the facility affect districts, sites, buildings, structures, or objects significant in American history, architecture, archeology, engineering, or culture, that are listed, or are eligible for listing in the National Register of Historic Places, per 47 CFR §1.1307(a)(4)?			X		Consulting Agency To Contact: SHPO, THPO & NHOs Comments: See Section 3.4 for details.
Will the facility affect Indian religious sites, per 47 CFR §1.1307(a)(5)?			x	0	Consulting Agency To Contact: THPO, NHOs & Bureau of Indian Affairs Comments: See Section 3.5 for details.
Will the facility be located in a floodplain, CFR §1.1307(a)(6)?	per 47			X	Consulting Agency To Contact: FEMA Comments: See Section 3.6 for details.
Will the facility involve a significant chan surface features, per 47 CFR §1.1307(a)(_			X	Consulting Agency To Contact: US Army Corps of Engineers Comments: See Section 3.7 for details.
Will the facility be equipped with high int white lights in a residential neighborhood 47 CFR §1.1307(a)(8)?				x	Consulting Agency To Contact: Not Applicable Comments: See Section 3.8 for details.
Facilities that may result in human expos radiofrequency radiation in excess of the applicable safety standards specified in 4 §1.1307(b) & §1.1310.			x		Consulting Agency To Contact: Not Applicable Comments: It is Ramaker's understanding that DISH will ensure that the proposed antenna structure will comply with the established criteria regarding radio frequency exposure limits in accordance with the Second Report and Order, as well as the FCC Code of Federal Regulations 47 CFR § 1.1307, § 1.1310, published at the time of this report.

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY OF ACTION

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a National Environmental Policy Act (NEPA) Screening Report & Checklist (NEPA Screen). The NEPA Screen included a review of the Federal Communications Commission (FCC) Special Interest Items as outlined in 47 CFR §1.1307 (a) (1) through (8).

1.2 OVERVIEW OF PROJECT

This NEPA Screen was prepared for the proposed telecommunications facility¹ project. The proposed activity is located at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. The location of the Subject Property is depicted on the attached Boston South, Massachusetts USGS Quadrangle. The project is also identified as being located at 42° 22' 23.944" North and 71° 7' 17.378" West.

DISH proposes to install antennas and equipment on an existing building located in Cambridge, Massachusetts. As part of the proposed development DISH will install three antennas and several remote radio heads (RRH) on the building rooftop. The proposed antennas will be installed within a concealment painted to match the existing surroundings. Additionally, DISH will install associated telecommunications equipment within existing equipment rooms located inside of the building. Utilities will be routed within the building and along rooftop from the telecommunications equipment to the proposed antennas with no planned ground disturbance. Additional site development details are included in the attached figures.

The host structure is a multi-story institutional/commercial building that was constructed circa 1991. The building is located west of Brattle Street, northwest of Eliot Street, and northeast of Mt. Auburn Street. The surrounding area is characterized by residential, institutional, and commercial properties located along neighboring roadways. An online search of the Massachusetts SHPO Cultural Resource Information System (MACRIS) and the National Register of Historic Places Cultural Resources GIS database did not contain any records for the host structure; however, the host structure is located within the NRHP listed Harvard Square Historic District.

Figures 1 through 4 include the location of the Subject Property at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts: Boston South, Massachusetts Quadrangle (*Figure 1*), photographs of the Subject Property and surrounding area (*Figure 2*), a site plan/sketch (*Figure 3*), and an aerial photograph of the project area (*Figure 4*).

1.3 SUMMARY OF RESULTS

Based on the review of the FCC Special Interest Items as outlined in 47 CFR §1.1307 (a) (1) through (8), §1.1307 (b), §1.1310, and §1.1307 (d), this project will not have a significant environmental impact. It is the opinion of Ramaker that this project is categorically excluded from further environmental processing, and preparation of an Environmental Assessment is not required.

^{1. &}quot;Facility" is defined by the FCC as a Tower or an Antenna. The term Facility may also refer to a Tower and its associated Antenna(s).

Project recommendations and requirements are included in Section 5.2 of the attached report. The recommendations and requirements include both site-specific (if appropriate) and general recommendations. Following the requirements is critical to avoiding significant environmental impacts to NEPA categories.

2.0 INTRODUCTION

2.1 NEPA SCREEN BACKGROUND

NEPA requires federal agencies to consider the environmental impacts of their proposed actions and reasonable alternatives to those actions. To fulfill this mandate, the FCC adopted its NEPA rules (47 CFR., Subpart I – Procedures Implementing the National Environmental Policy Act of 1969, §§1.1301 to 1.1320), which identifies that specific actions are categorically excluded from environmental processing.

As a licensing agency, the FCC complies with NEPA by requiring applicants for licenses (including those involving the construction of wireless telecommunications facilities) to review the environmental consequences of their proposed actions.

In 47 CFR §1.1307 (a) and (b), the FCC identifies actions for which EAs must be prepared. Per §1.1306 (a), if the actions are not covered in 47 CFR §1.1307 (a) and (b), they "[...] are deemed individually and cumulatively to have no significant effect on the quality of the human environment and are categorically excluded from environmental processing." Actions that require an EA include:

- Facilities located in an officially designated wilderness area.
- Facilities located in a designated wilderness preserve.
- Facilities which may affect listed or proposed threatened or endangered species or designated
 critical habitats; or is likely to jeopardize the continued existence of any proposed endangered
 or threatened species or likely to result in the destruction or adverse modification of proposed
 critical habitats, as determined by the Secretary of the Interior pursuant to the Endangered
 Species Act of 1973.
- Facilities that may affect districts, sites, buildings, structures, or objects significant in American history, architecture, archaeology, engineering, or culture, that are listed, or are eligible for listing in the National Register of Historic Places.
- Facilities that may affect Indian religious sites.
- Facilities located in a flood plain.
- Facilities that involve a significant change in surface features.
- Antenna towers equipped with high intensity white lights that are located in a residential neighborhood.
- Facilities that may result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in §1.1307(b) §1.1310.

In other words, if a telecommunications project does not fall under any of the listed categories in section 1.1307, the project is deemed to have no significant environmental impact. Applications for such projects can proceed without providing any environmental documentation to the FCC, although the licensee is advised to maintain documentation supporting its determination of no significant effect in the event that these records are requested by the FCC.

Additional policies are outlined in the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, March 7, 2005 47 CFR, Appendix C to Part 1 (NPA), and the First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016 (Revised Collocation Agreement).

2.2 SCOPE OF SERVICES

Ramaker was retained to conduct an environmental screening of the FCC Special Interest Items as outlined in 47 CFR, Section 1.1307 (a) (1) through (8). The NEPA Screen and the attached figures, correspondence and exhibits are provided to document potential impacts to the FCC Special Interest Items.

The NEPA Screen prepared by Ramaker provides a determination, pursuant to FCC's regulations, of whether the proposed project will have a significant environmental impact and thus, whether it is categorically excluded from further environmental processing. The NEPA Screen also provides documentation supporting this determination.

Unless otherwise noted, this NEPA Screening Report also includes additional standards as required by DISH.

2.3 STATEMENT OF USER RELIANCE

This report was prepared by Ramaker for the exclusive use of DISH. No other party shall have any right to rely on any service provided by Ramaker without prior written consent by Ramaker.

2.4 LIMITATIONS

This report was performed in accordance with the generally accepted practices in the field of environmental consulting. The analysis and recommendations indicated in this report are based upon the best current available information as reviewed by Ramaker.

The results of this report are based upon the professional interpretation of readily available information gathered during this evaluation. Ramaker considers that the information provided by the cited references is complete and accurate. Ramaker does not warrant that this report represents an exhaustive study of all potential environmental effects or impacts that will result from construction of the facility. Ramaker reserves the right to alter the opinions offered in this report if additional information concerning the environmental characteristics facility and surrounding area should become available. No warranty, expressed or implied, is made.

3.0 FCC SPECIAL INTEREST ITEMS

The following is a review of the project's potential impact to the FCC Special Interest Items as outlined in 47 CFR, §1.1307 (a) (1) through (8). Under 47 CFR §1.1306- §1.1307, the NPA, and the Revised Collocation Agreement, construction of certain facilities are excluded from review of NEPA Special Interest Items.

As part of this NEPA Screen, Ramaker completed a Preliminary NEPA Review Summary. The report is included as Appendix A of this report and includes a summary of the FCC Special Interest Items that require review for this project. When categories can be excluded from review, additional information regarding the exclusion is provided in the attached report.

3.1 CHECKLIST ITEM #1 - DESIGNATED WILDERNESS AREAS

§ 1.1307 (a) (1) - Facilities that are to be located in an officially designated wilderness area.

Background

The Wilderness Act of 1964 allowed certain lands to become officially designated wilderness areas. Four federal agencies manage officially designated wilderness areas in the United States; the United States Department of Interior - Bureau of Land Management (BLM), the National Park Service (NPS), the United States Forestry Service (USFS), and the United States Fish and Wildlife Service (USFWS). In addition, states may designate equivalent wilderness areas, also known as "natural areas."

Finding

This FCC Special Interest Item is excluded from review.

3.2 CHECKLIST ITEM # 2 - DESIGNATED WILDLIFE PRESERVES

§ 1.1307 (a) (2) - Facilities that are to be located in an officially designated wildlife preserve.

Background

Officially designated wildlife preserves, which are formally known as refuges, are managed by the USFWS. The fundamental conservation mission and wildlife dependent recreation areas for refuge were outlined in the National Wildlife Refuge System Improvement Act of 1997. Wildlife refuges provide habitat for wildlife, including threatened and endangered plant and animals. In addition, wildlife refuges are used by migratory birds. The USFWS National Wildlife Refuge System includes wildlife refuges in every state, wetland management districts, and other protected areas. States may also designate wildlife preserves and areas.

Finding

This FCC Special Interest Item is excluded from review.

3.3 CHECKLIST ITEM # 3 - LISTED THREATENED OR ENDANGERERED SPECIES OR DESIGNATED CRITICAL HABITAT

§ 1307 (a) (3) - Facilities that: may (i) affect listed threatened or endangered species or designated critical habitats; or (ii) are likely to jeopardize the continued existence of any proposed endangered or threatened species or likely to result in the destruction or adverse modification of proposed critical habitats, as determined by the Secretary of the Interior pursuant to the Endangered Species Act of 1973.

Note: The list of endangered and threatened species is contained in 50 CFR 17.11, 17.22, 222.23(a) and 227.4. The list of designated critical habitats is contained in 50 CFR 17.95, 17.96 and part 226. To ascertain the status of proposed species and habitats, inquiries may be directed to the Regional Director of the Fish and Wildlife Service, Department of the Interior.

Background

The Endangered Species Act (ESA) of 1973 (16 U.S.C. §§ 1536) directs federal agencies to utilize their authorities in furtherance of the purposes of the ESA by carrying out programs for the conservation of "Listed Threatened Species, Endangered Species, or Designated Critical Habitats" (Listed Species). In addition, Section 7 of the Act sets out the consultation process, which is further implemented by Title 50 of the Code of Federal Regulations (50 CFR § 402).

Under 50 CFR § 402, Federal agencies must review their actions, review a list of species and critical habitat that may be in the project area, and determine whether the action may affect any of those species or their critical habitat. No further consultation is required if species and their critical habitat will not be affected. Informal or formal consultation is required for actions which may affect species or their critical habitat.

In addition to federally protected species, individual states may identify endangered and threatened species and critical habitats that are subject to protection under state law.

The construction of new telecommunication facilities (towers more specifically), creates a potentially significant impact on migratory birds, especially approximately 350 species of night-migrating birds. Please note that the Migratory Bird Treaty Act (MBTA) (16 U.S.C. 703-712) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Department of the Interior. While the MBTA has no provision for allowing unauthorized take, it must be recognized that some birds may be killed at structures, such as communications towers, even if all reasonable measures to avoid it are implemented.

The USFWS's Division of Law Enforcement carries out its mission to protect migratory birds not only through investigations and enforcement, but also through fostering relationships with individuals and industries that proactively seek to eliminate their impacts on migratory birds. While it is not possible under the MBTA to absolve individuals or companies from liability if they follow these recommended guidelines, the Division of Law Enforcement and the Department of Justice have used enforcement and prosecutorial discretion in the past regarding individuals or companies who have made good faith efforts to avoid the take of migratory birds.

FCC's implementation date of the NEPA Compliance for Proposed Antenna Structure Registrations, Effects of Communications Towers on Migratory Birds (WT Docket No. 08-61, WT Docket No. 03-187, *Order on Remand* (12.09.11)), adopts procedural measures to ensure that migratory birds are fully considered prior to construction. In addition, under the Note to paragraph (d) of Section 1.1307, the Commission requires an Applicant to prepare an EA that considers the effects on migratory birds when a proposed antenna structure will be over 450 feet above ground level (AGL).

Finding

This FCC Special Interest Item is excluded from review.

3.4 CHECKLIST ITEM # 4 - HISTORIC PLACES

§ 1.1307 (a) (4) - Facilities that may affect districts, sites, buildings, structures, or objects significant in American history, architecture, archeology, engineering, or culture, that are listed, or are eligible for listing in the National Register of Historic Places.

Background

FCC rules and policies pertaining to Section 106 Review under the National Historic Preservation Act (NHPA) are outlined in the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, March 7, 2005, the First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016 (Revised Collocation Agreement), 47 CFR §1.1307 (a)(4)(i), and 47 CFR §1.1320.

In the event that the project meets the exemption criteria provided in the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process (NPA) (Sections III.A through III.F), the evaluation should include documentation supporting this determination and the NPA provides that no additional consultation with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) is required for the undertaking. Some exemptions still require completion of the process of participation of Indian Tribes and Native Hawaiian Organizations.

Research & Review

The following resources and reviews were utilized to evaluate this NEPA item:

- 1. **Review for Exclusions from Section 106 Review** Based on a review of the proposed project, this undertaking does not qualify for an exclusion from Section 106 review.
- 2. **Direct APE** The Direct APE is limited to the area of potential ground disturbance and any property, or any portion thereof that will be physically altered or destroyed by the Undertaking. On November 24, 2008, the FCC further clarified that the Direct APE is limited to the tower or non-tower structure on which the collocation will be mounted as well as the lease area including the access route and utility corridor. As part of this project, Ramaker considered two facets of the Direct APE with respect to a collocation to a non-tower structure. As outlined by the FCC, this included the potential to impact Archaeological Resources associated with any potential ground disturbance activities as

well as the historical significance of the support structure and the subsequent potential for impact to the historic integrity of the support structure as a result of the proposed collocation activities. The following is a summary of the potential for effect to the Direct APE when considering these two facets:

Archaeological Resources: Ramaker reviewed the proposed collocation activities and identified that as part of this project there would be no new ground disturbance activities. Due to the nature of the proposed construction activities, an archaeological survey was not completed as part of this review. It is the opinion of Ramaker that the proposed undertaking will result in "No Historic Properties Affected" in the projects Direct APE.

Support Structure: Similar to the Indirect APE review (below), Ramaker reviewed the SHPO's records for historically significant structures to qualify whether the support structure had been previously identified to be a structure of potential architectural and/or cultural significance. Based on the findings associated with this investigation, Ramaker has concluded that the project will result in "No Historic Properties Affected" in the Direct APE, when considering the antenna support structure.

- 3. Indirect APE Ramaker reviewed the SHPO/THPO inventory of historic properties within the project's Indirect APE Ramaker's research and review found "No Adverse Effect" to cultural or historic properties in the Indirect APE.
- 4. **Public Participation** Public participation included correspondence with the local government that has primary land use jurisdiction over the Subject Property, publication of the proposed undertaking in the newspaper, and correspondence with other agencies and parties who were considered potential sources of information. When possible, the Certified Local Government (CLG) was contacted for comment. Comments were received from the Cambridge Historical Commission, regarding the proposed undertaking. Following additional correspondence, Ms. Burks of the Cambridge Historical Commission indicated that she no longer had concerns associated with the proposed undertaking and no further consultation was required. No other comments associated with effects to historic properties were received during the designated comment period.
- 5. Indian Tribes and NHOs See Section 3.5, below, for a full description of correspondence with potentially interested Indian Tribes and NHOs.
- 6. Submission Packet FCC Form 621 In accordance with the NPA, Ramaker completed a submission packet for submittal to the SHPO/THPO. The submission packet included a determination of "No Adverse Effect" to historic properties. The determination of "No Adverse Effect" was based on the evaluation of the Direct and Indirect APEs, public participation, and correspondence with potentially interested Indian Tribes and NHOs. The submission packet was submitted to the SHPO electronically (E-106) and via certified mail (U.S. Postal Service).

The SHPO concurred with Ramaker's Assessment of Effects. A copy of the SHPO's concurrence is included as an attachment to this report.

7.

Finding

This facility will have "No Adverse Effect" on districts, sites, buildings, structures or objects significant in American history, architecture, archaeology, engineering, or culture that are listed, or are eligible for listing in the National Register of Historic Places. Please see Section 5.2 for site specific requirements.

3.5 CHECKLIST ITEM # 5 - INDIAN RELIGIOUS SITES

§ 1.1307 (a) (5) - Facilities that may affect Indian religious sites.

Background

The FCC's Tower Construction Notification System (TCNS) was created to increase communication with Indian Tribes and NHOs in the context of the review required by Section 106 of the NHPA. FCC's TCNS provides early notification to potentially interested Indian Tribes and NHOs of proposed facilities.

Research & Review

The following resources and reviews were utilized to evaluate this NEPA item:

- Initial TCNS Filing Ramaker entered the project information into FCC's TCNS database.
 This activity then triggered notification to Tribal Nations and NHOs who have identified themselves as being potentially interested in FCC undertakings in the project area. The Subject Property's specific TCNS number was assigned by the FCC TCNS process as "Notification ID" number 281876.
- 2. Project Information Submittal The FCC has determined that by providing the detailed information included in the FCC Form 621 submittal packages constitutes a good faith effort to supply the information reasonably necessary for Tribal Nations and NHOs to ascertain whether historic properties of religious and cultural significance to them may be effected by the undertaking. A project summary tracker, including records of communications with the Tribal Nations and NHOs, has been included as an attachment to this report. These records provide dates when submittal packages were originally provided to the tribes. In addition, these records provide a date when additional attempts to contact Tribal Nations and NHOs was completed by Ramaker.
- 3. **Escalation to FCC** Approximately 30 days after Ramaker sent the Tribal Nations and NHOs project information (FCC Form 621 submittal packages), Ramaker referred correspondence with unresponsive Indian Tribes and NHOs to the FCC. These escalations included those completed through the FCC's TCNS website and those via the FCC's TCNS Help Desk. Subsequent to the referral of unresponsive tribes to the FCC, Ramaker received correspondence from the FCC identifying that the FCC initiated government to government contact with the unresponsive Indian Tribes and NHOs. Based on the FCC's guidance, unresponsive Tribal Nations and NHOs have received a request from the FCC requesting their comments on the proposed facility within 15 days of the letter being issued, obligations under Section IV of the NPA with respect to the unresponsive Indian Tribes and NHOs is complete.

In summary, Ramaker opines that all appropriate due diligence was completed following the FCC's "Best Practices Policy" and that all appropriate Tribal Nations and NHOs were provided an opportunity to provide comment. Copies of the consultation records are included upon request.

Finding

The proposed activity will not affect Indian religious sites.

3.6 CHECKLIST ITEM # 6 - 100-YEAR FLOODPLAIN

§ 1.1307 (a) (6) - Facilities to be located in a floodplain.

Background

Executive Order 11988 states that the "[...] term "floodplain" shall mean the lowland and relatively flat areas adjoining inland and coastal waters including flood prone areas of offshore islands, including at a minimum, that area subject to a one percent or greater chance of flooding in a given year." Based on this and FCC guidelines, the 100-year floodplain (one percent change of flooding in any given year) was utilized for screening of this NEPA item².

Finding

This FCC Special Interest Item is excluded from review.

3.7 CHECKLIST ITEM # 7 - IMPACTS TO SURFACE FEATURES

§ 1.1307 (a) (7) - Facilities whose construction will involve significant change in surface features (e.g. wetland fill, deforestation or water diversion).

Background

The Clean Water Act (40 CFR § 230.3) defines wetlands as "[...] those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas." The United States Army Corps of Engineers (ACOE) has jurisdiction over certain wetlands, waterways, lakes, streams, and natural springs.

Finding

This FCC Special Interest Item is excluded from review.

3.8 CHECKLIST ITEM # 8 - HIGH INTENSITY WHITE LIGHTS IN RESIDENTIAL NEIGHBORHOODS

§ 1.1307 (a) (8) - Facilities that will be equipped with high intensity white lights which are to be located in residential neighborhoods, as defined by the applicable zoning law.

^{2.} The FCC encyclopedia does mention that in limited circumstances the 500-year floodplain standard should be used. See http://www.fcc.gov/encyclopedia/nepa-fag.

Background

High intensity white lights are required by the Federal Aviation Administration (FAA) for aviation avoidance marking on towers over 700 feet above ground surface. Towers under 700 feet generally are not equipped with high intensity lights unless an FAA aeronautical study shows otherwise.

Finding

This FCC Special Interest Item is excluded from review.

4.0 ADDITIONAL SPECIAL INTEREST ITEMS

The following is a review of the project's potential impact to other potential special interest items.

4.1 CHECKLIST ITEM # 9 - HUMAN EXPOSURE TO RADIOFREQUENCY RADIATION

§ 1.1307 (b) & § 1.1310 - Facilities that would cause human exposure to levels of radiofrequency radiation in excess of Commission-adopted guidelines.

It is Ramaker's understanding that DISH will ensure that the proposed antenna structure will comply with the established criteria regarding radio frequency exposure limits in accordance with the Second Report and Order, as well as the FCC Code of Federal Regulations 47 CFR § 1.1307, § 1.1310, published at the time of this report.

Finding

This facility will not cause human exposure to levels of radio frequency radiation in excess of Commission-adopted guidelines.

4.2 NATIONAL SCENIC TRAIL SYSTEM

Background

On October 5, 1999, Cellular Telecommunications Industry Association (CTIA), Personal Communications Industry Association (PCIA), and the Managing and Supporting Trail Organizations (MSTOs) for the National Scenic Trail system, implemented a consulting policy, *Siting of Wireless Telecommunications Facilities Near National Scenic Trails - Resolution*. As part of the resolution, wireless telecommunications carriers are to notify the appropriate MSTO if a wireless telecommunications facility will be sited within one mile of a National Scenic Trail.

Finding

This project is a collocation and does not include the siting of a new tower; as such, this item was not reviewed as part of this NEPA screen.

4.3 OTHER

No other items were included within the scope of this review.

5.0 CONCLUSIONS, REQUIREMENTS & RECOMMENDATIONS

5.1 CONCLUSIONS

Based on the review of the FCC Special Interest Items as outlined in 47 CFR §1.1307 (a) (1) through (8), §1.1307 (b), §1.1310, and §1.1307 (d), this project will not have a significant environmental impact.

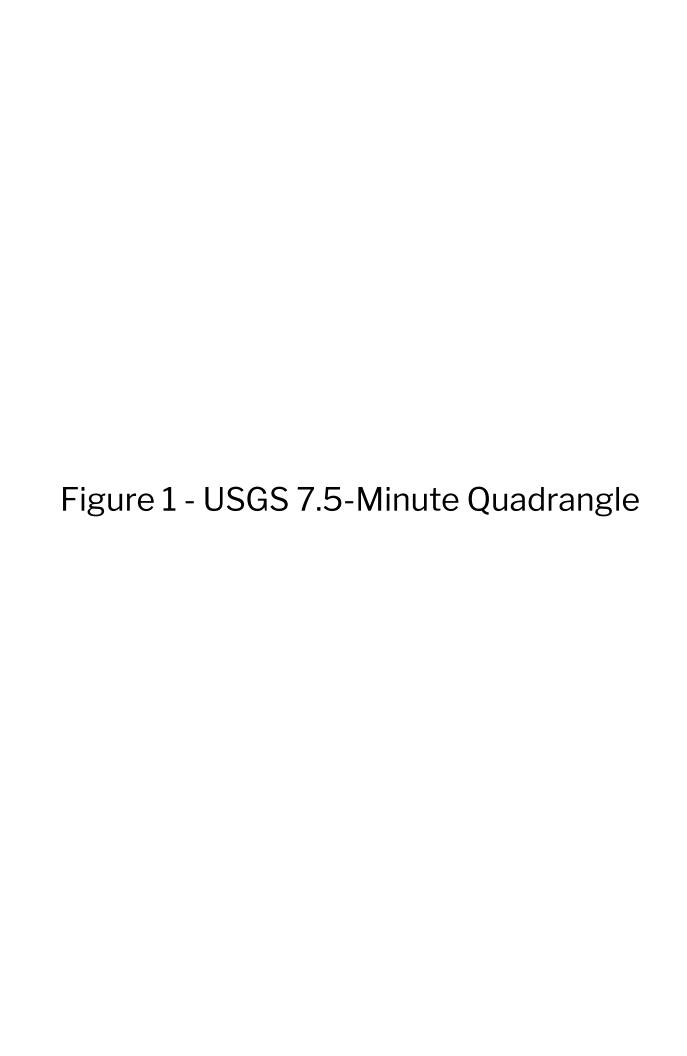
5.2 REQUIREMENTS & RECOMMENDATIONS

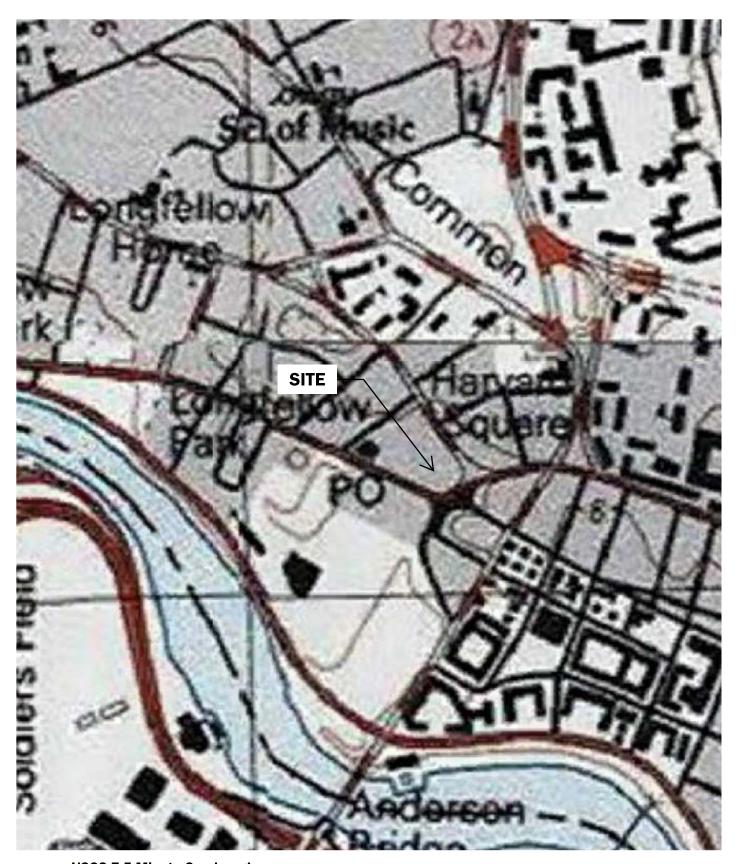
It is the opinion of Ramaker that this project is categorically excluded from further environmental processing, and preparation of an EA is not required.

Project recommendations and requirements are below. The recommendations and requirements include both site-specific (if appropriate) and general recommendations. Following the requirements is critical to avoiding significant environmental impacts to NEPA categories.

<u>General Requirement: Inadvertent Discovery of Artifacts</u> – In the event of an inadvertent discovery of human or archaeological remains during site construction activities, immediately stop construction and contact local law enforcement. Follow-up should then begin with the SHPO's office and tribes listed on the project's Notice of Organizations (see TCNS NOO document attached).

<u>Site-Specific Requirement: Construction Methods</u> – Through the course of the Section 106 consultation process, it was identified that that the proposed antennas will be installed within a concealment painted to match the existing surroundings. If this construction requirement can not be met, further consultation with Massachusetts SHPO will be required.





USGS 7.5-Minute Quadrangle

BOBOS00341B (BOBOS00341B) 1 Brattle Square Cambridge, Massachusetts 02138 Middlesex County

Source: Google Earth





Figure 2 - Property Photographs





1. View of the host structure facing north from Eliot Street within the Harvard Square Historic District (Boundary Expansion).



2. View of the host structure facing northwest from Brattle Street within the Harvard Square Historic District (Boundary Expansion).





3. View of the host structure facing south from Church Street within the Harvard Square Historic District (Boundary Expansion).

Figure 3 - Site Plans



By chris.seremet at 10:52 am, Jan 23, 2024

APPROVED

By Elijah.Luutu at 1:13 pm, Jan 22, 2024

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ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES. AS ADOPTED BT THE COLOUR GORDENIAN ALTHORNES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO THE FOLLOWING.

MASSACHUSETTS CODE COMPLIANCE

CAMBRIDGE, MA 02138 **1 BRATTLE SQUARE**

DISH Wireless L.L.C. SITE ADDRESS:

BOBOS00341B DISH Wireless L.L.C. SITE ID:

STATE BUILDING CODE, 9TH EDITION (780 CAR)/2015 IBC W/ AMENDMENTS YMNICAL CODE 2015 OF MASSACHUSETTS/2015 IMC W/ AMENDMENTS ELECTRICAL CODE/2023 NEC W/ AMENDMENTS

SHEET INDEX

SHEET TITLE

SHEET NO.

EQUIPMENT PLATFORM AND H-FRAME DETAILS
EQUIPMENT DETAILS
EQUIPMENT DETAILS

BUILDING PLAN
ANTENNA PLAN, ELEVATION AND SCHEDULE
BUILDING ELEVATION

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RICHARD NB+C ENGINEERING SERVICES, LLC 100 APOLLO DRIVE, SUITE 303 CHELMSFORD, MA 01824 (978) 856—8308 MCTORIEN INDURINGO WCTORIEN, INDOLNOU, DISH, COM DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE LITLETON, CO 80120 BC SP 9 OBS PROPERTY LLC 1 BRATILE SQ, CAMBRIDGE, MA 02138 PROJECT DIRECTORY KRISTEN LEDUC SITE ACQUISITION: SITE DESIGNER: CONSTRUCTION RF ENGINEER: STRUCTURE MANAGER: APPLICANT: BC SP 9 OBS PROPERTY LLC 1 BRATLE SQ, CAMBRIDGE, MA 02138 71° 07° 17.378° W 71.121494 W CAMBRIDGE, MA SITE INFORMATION 42" 22" 23.944" N 42.373318 N EVERSOURCE/NSTAR MAP 168 LOT 36 BUSINESS B MIDDLESEX 9 LONGITUDE (NAD 83): ZONING JURISDICTION: TOWER APP NUMBER: CONSTRUCTION TYPE: TELEPHONE COMPANY LATITUDE (NAD 83): OCCUPANCY GROUP: TOWER CO SITE ID: PROPERTY OWNER: ADDRESS: STRUCTURE TYPE: ZONING DISTRICT: POWER COMPANY: PARCEL NUMBER: COUNTY

DIRECTIONS

DIRECTIONS FROM BOSTON, LOGAN AIRPORT:

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MENDICAL, WKY, THAN LET ORTO HOTE, DR. TURN RENT ONTO TRANSPORTION WAY TOWNED AIRPORT
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SE, CAMPRINGE, MR SENT ONTO MENORM, DR. TURN REST ONTO WIT AUBLING ST, TURN LETT, I BRATTE.





GROUNDING PLANS AND NOTES GROUNDING DETAILS GROUNDING DETAILS

RF CABLE COLOR CODE

LEGEND AND ABBREVATIONS
RF SIGNAGE
GENERAL NOTES
GENERAL NOTES
GENERAL NOTES
PAIL CHECKLIST & NOTES

UNDERGROUND SERVICE ALERT - 811 DIG SAFE UTILITY NOTIFICATION CENTER OF MASSACHUSETTS (888) 344-7233 WWW.DIGSAFE.COM



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A&E PROJECT NUMBER

100753

DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B

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CONSTRUCTION
DOCUMENTS

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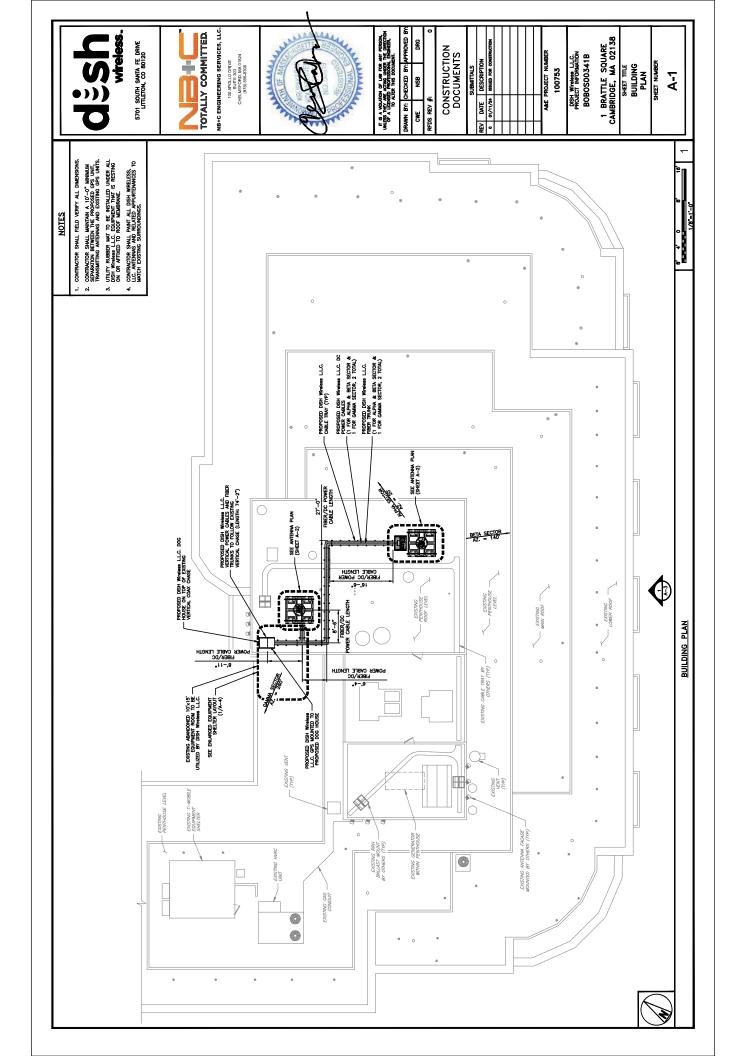
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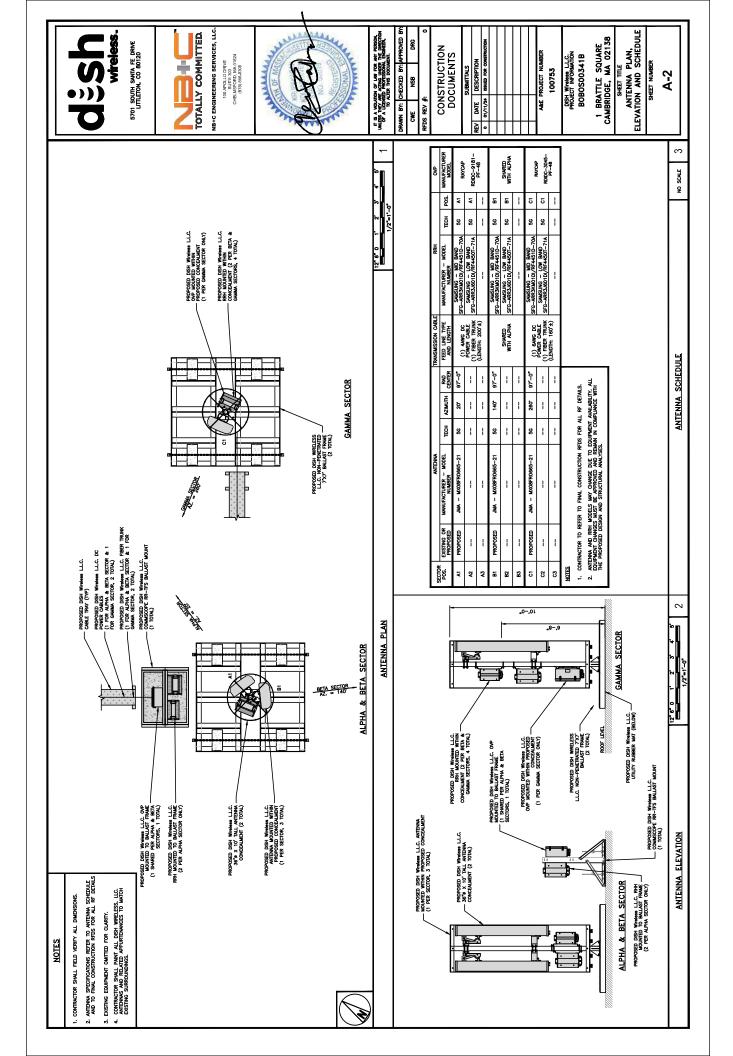
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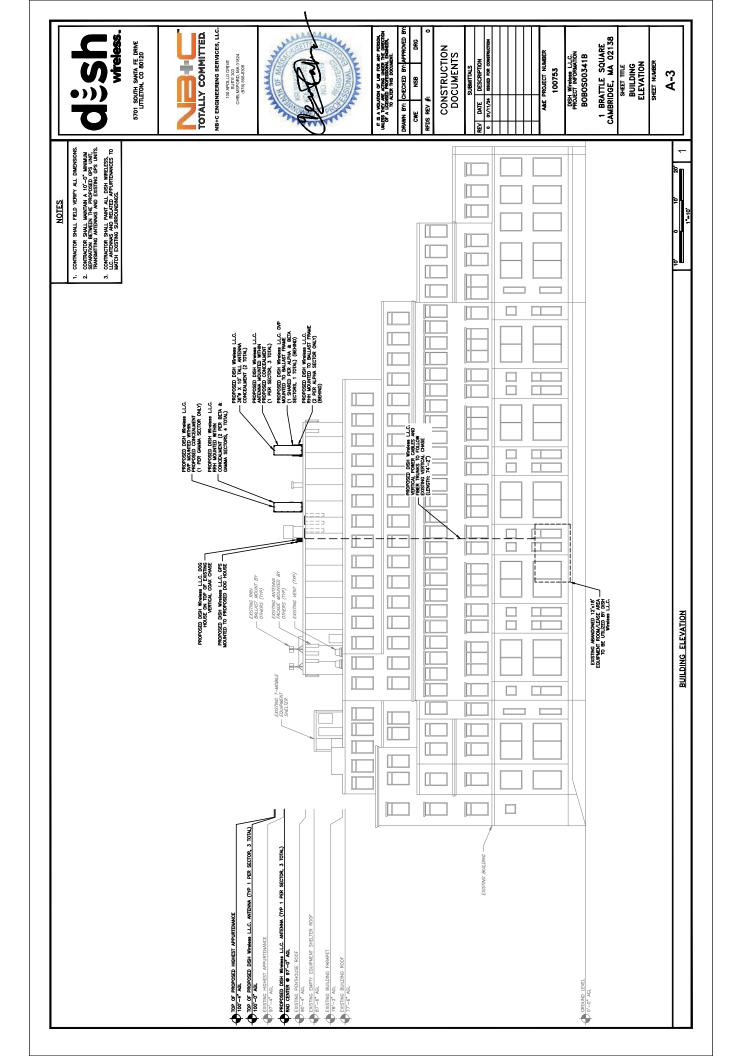
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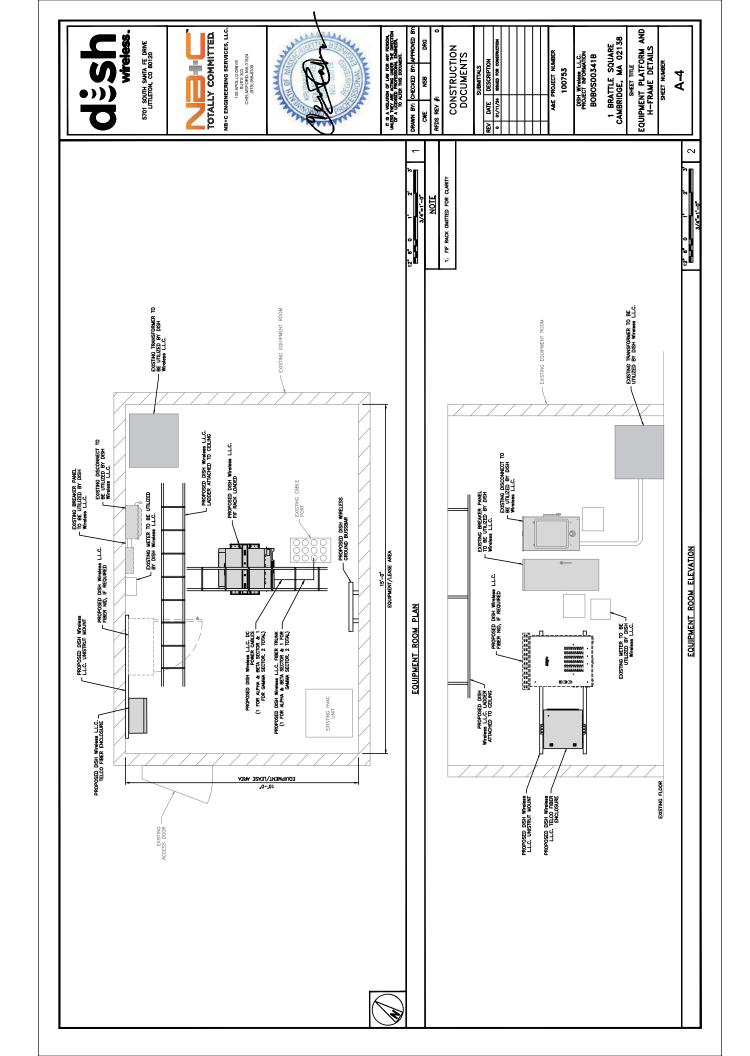
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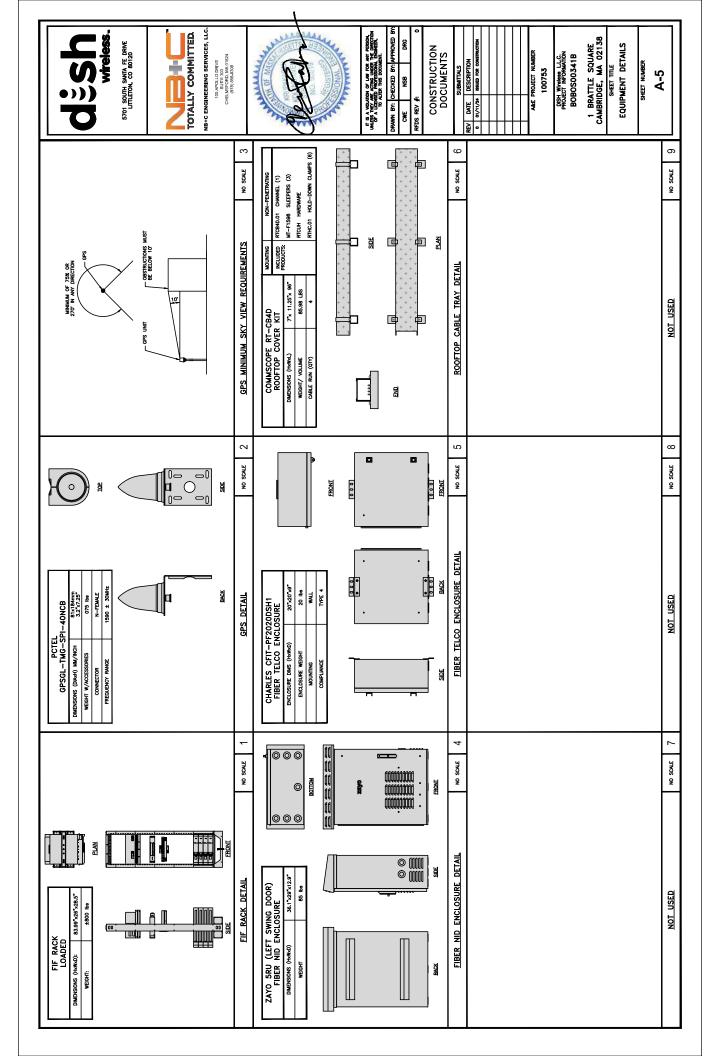
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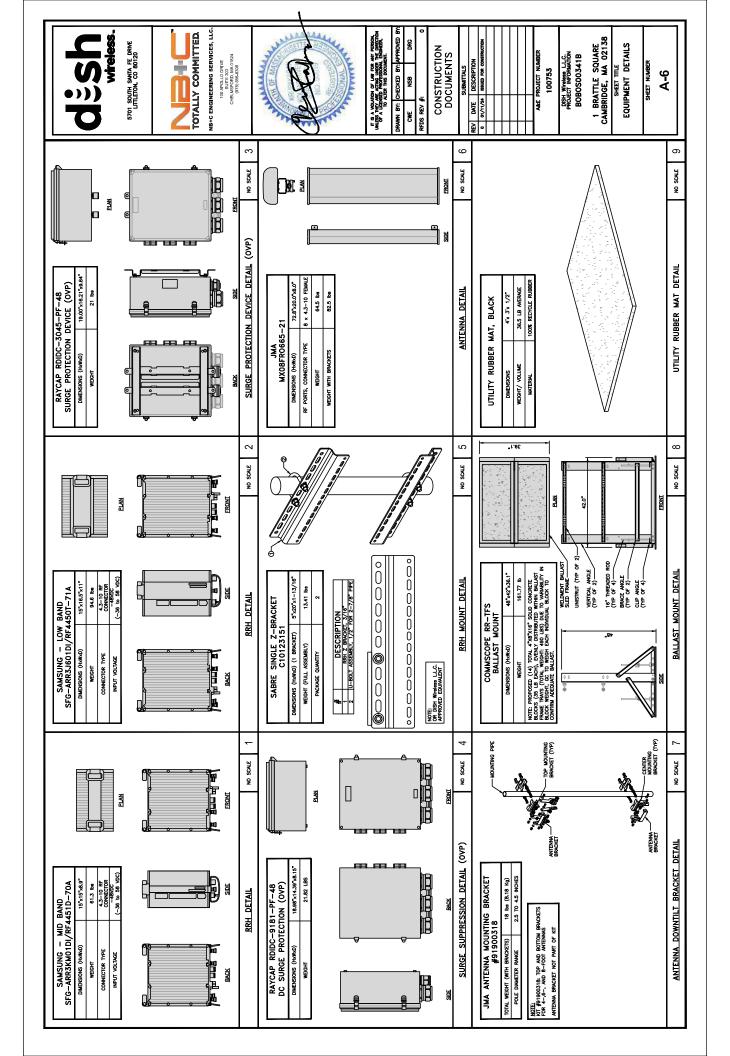


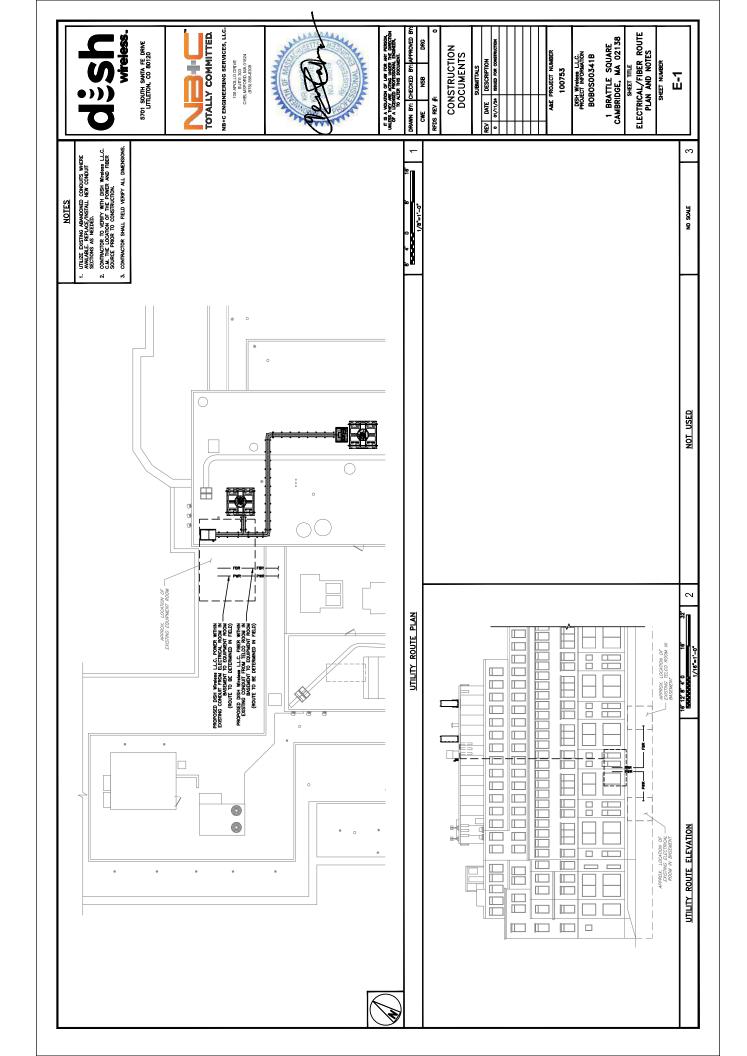


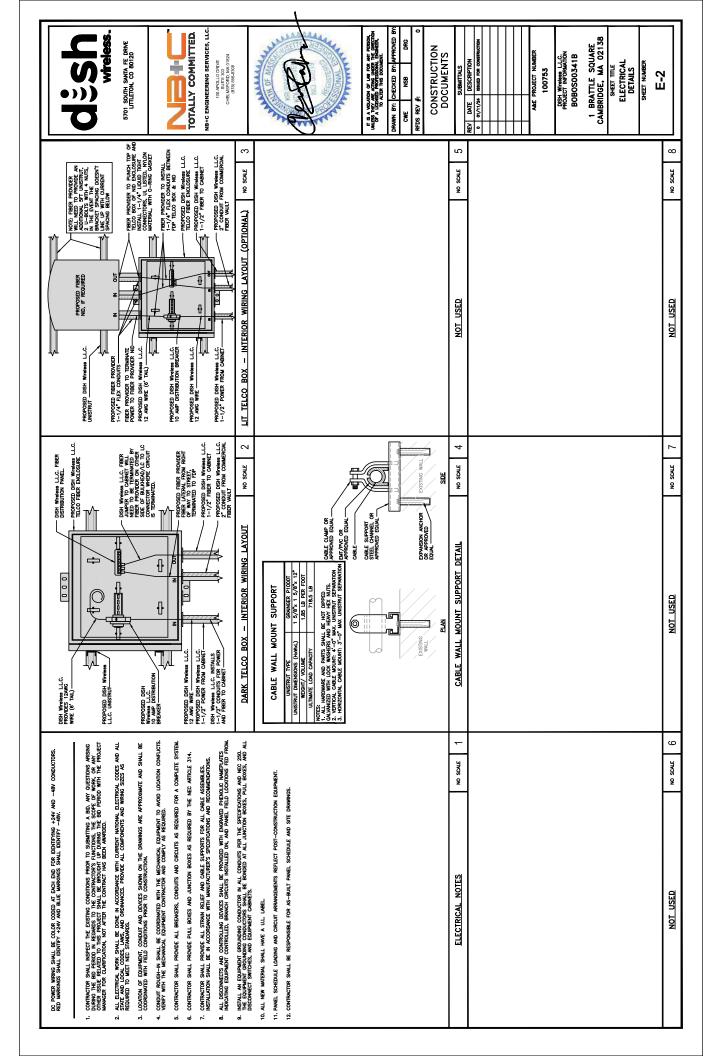


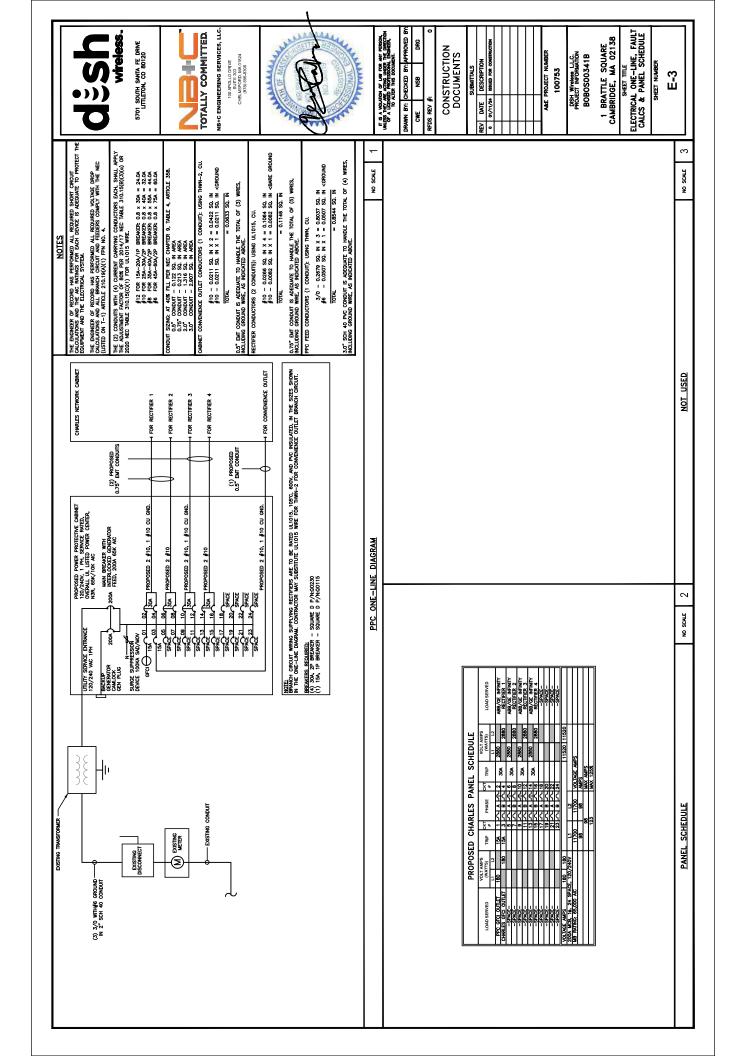


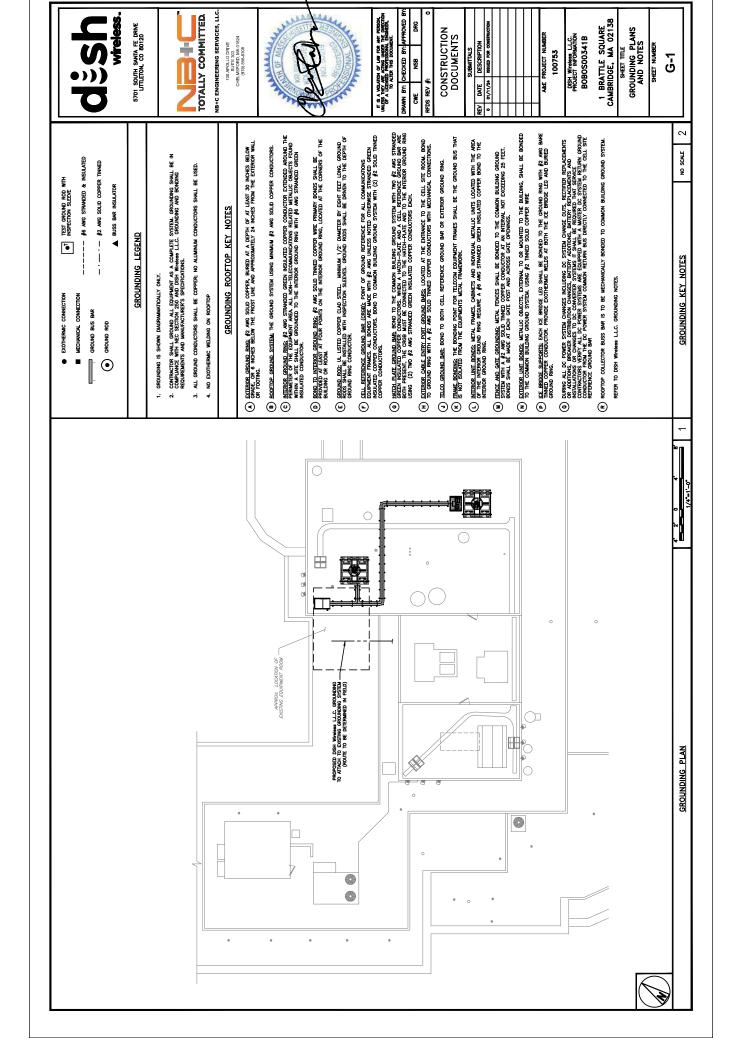


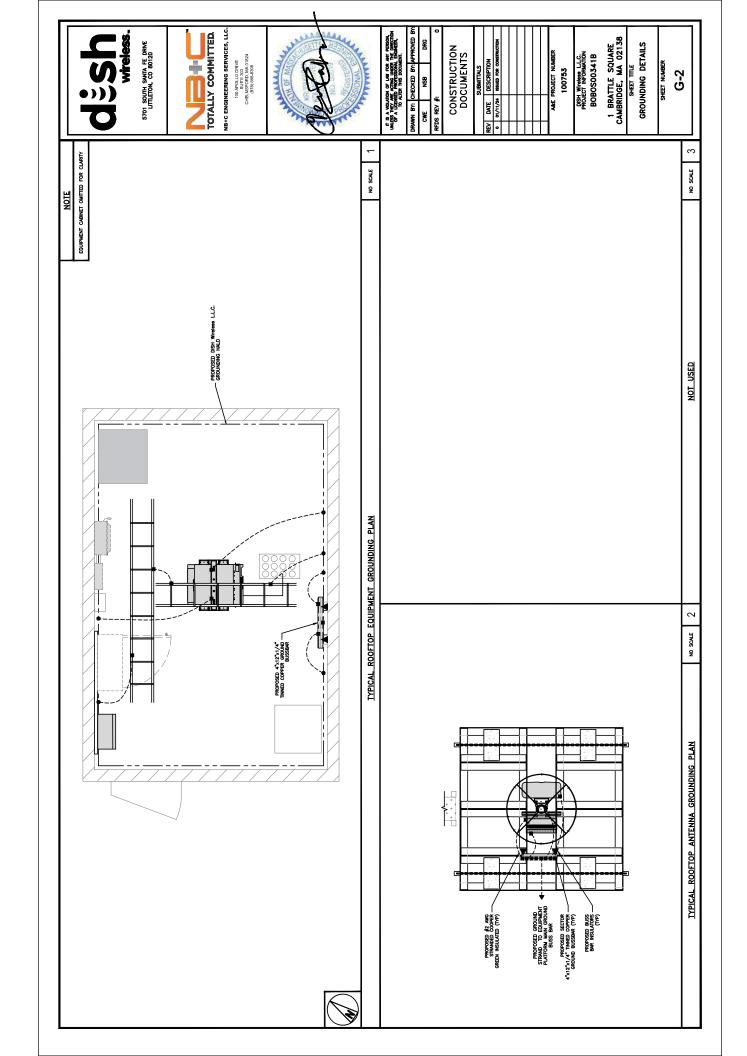


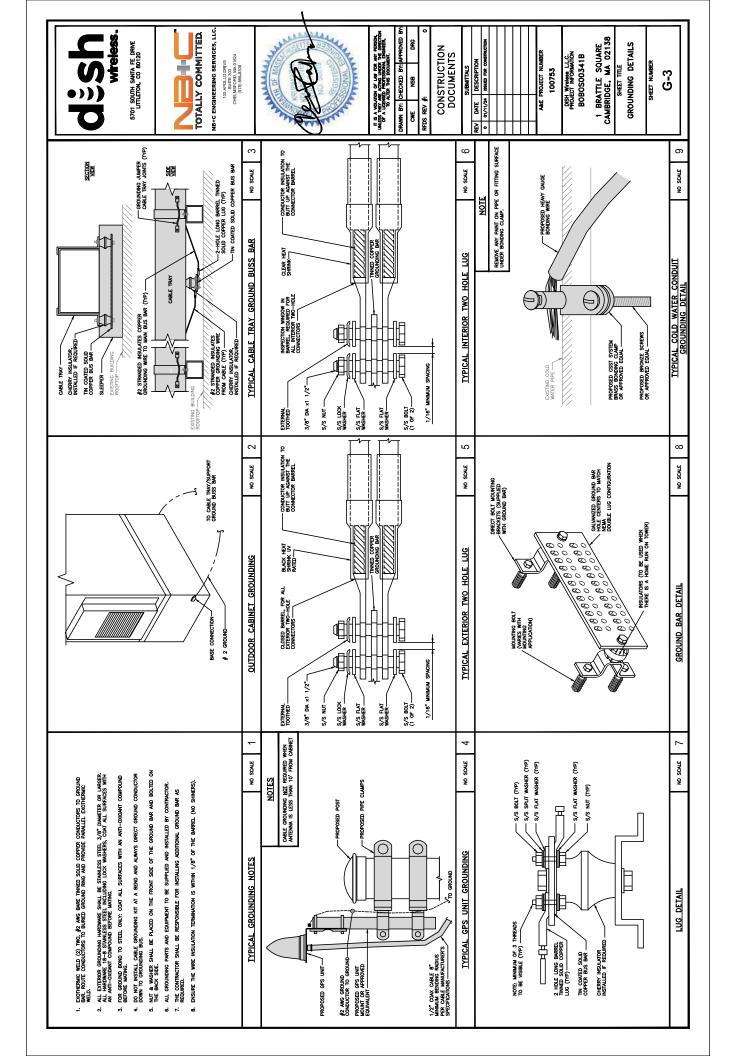


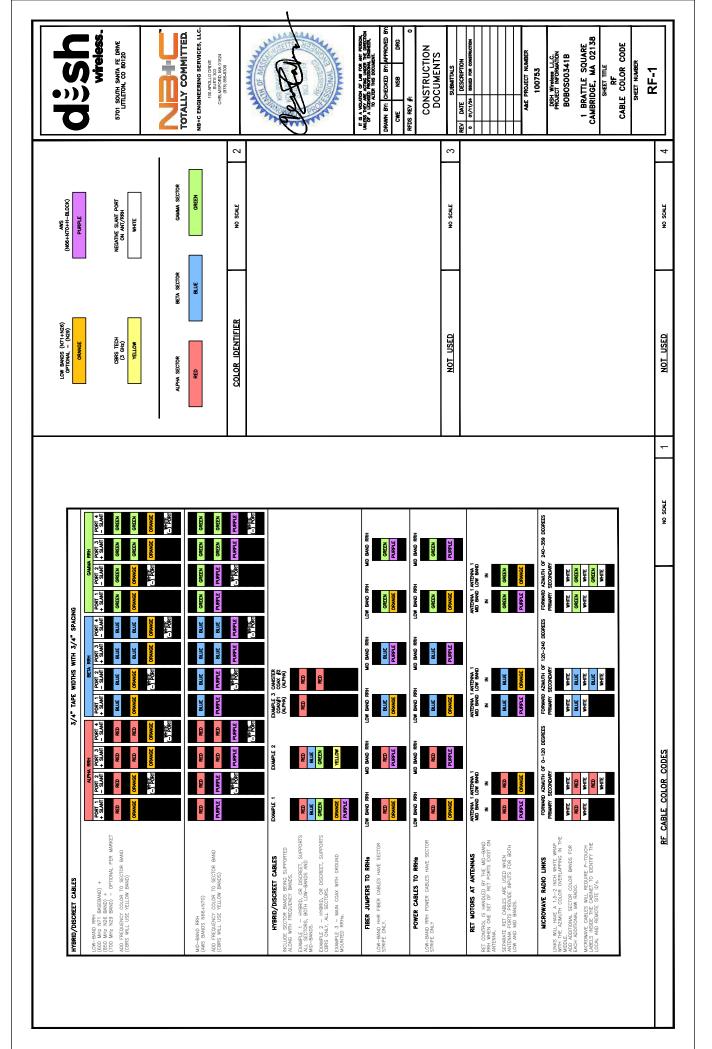


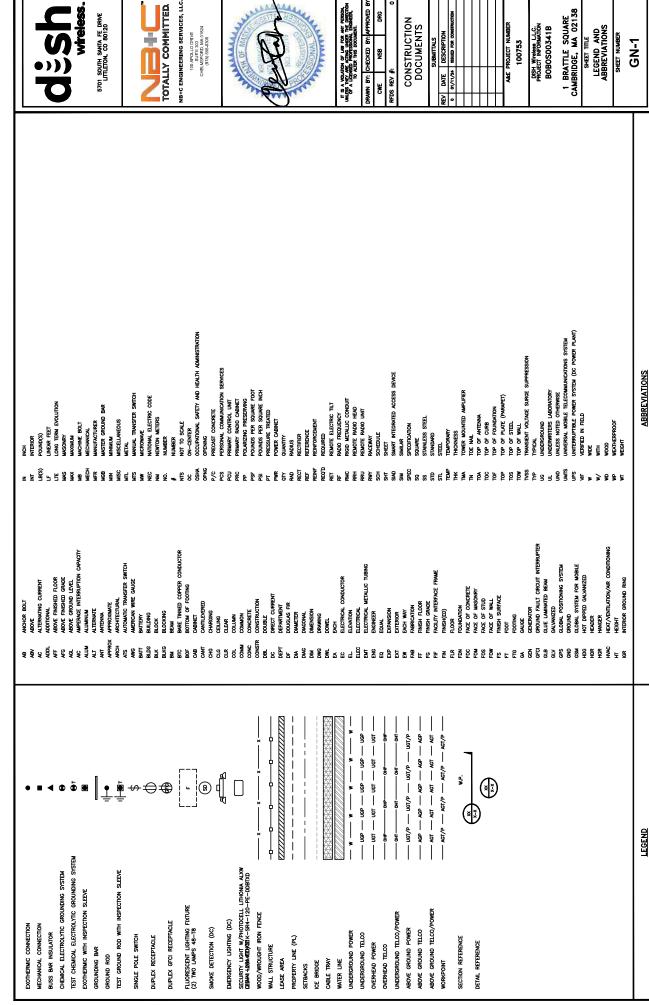














5701 SOUTH SANTA FE DRIVE LITLETON, CO 80120



100 APOLLO DRIVE SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308



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A&E PROJECT NUMBER

DISH Wireless L.L.C. PROJECT INFORMATION BOBOSO0341B

		SIGN TYPES
YPE	COLOR	COLOR CODE PURPOSE
RMATION	GREEN	"INFORMATIONAL SIGN" TO NOTIFY OTHERS OF SITE OWNERSHIP & CONTACT NUMBER AND POTENTIAL RF EXPOSURE.
NOTICE	BLUE	"WORDE STOWN THIS PARK" OF FELLIS BEYOND THIS POINT MAY EXCEED THE FCC, GENERAL PUBLIC, EPICKELIE LIMIT, OBEY ALL POSTED SIGNS MAD SITE GUIDELINES FOR MORNOR, ON RF EMPROMENTS. IN ACCORDANCE WITH FEDERAL, COMMUNICATIONS COMMISSION RULES ON PROJECT FRESCHAFF, STASSON, RULES FRESCHAFF, STASSON, RULES FRESCHAFF, STASSON, RULES FRESCHAFF, STASSON, RULES FRESCHAFF, RULES
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MARNING	ORANGE/RED	"WARNING STORD THIS POWER FELLS AT THE SITE EXCERS FOR BLLES FOR HIJAM EPICYSINE, FALLINEE TO GORY ALL POSTED SIGNS AND FEED IT BERROLLS IN SEROUS INJURY. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADO FREQUENCY EMISSIONS 47 FRE-LIJSOT(8)

- RE SIGNACE PLACEMENT SHALL FOLLOW THE RECOMMENDATIONS OF AN EXISTING EME REPORT, CREATED BY A THIRD PARTY PREVIOUSLY AUTHORIZED BY DISH Winness L.L.C.
- IF BARE REPORT IS NOT AMAUBLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS, PLEASE CONTACT DISH Winners LLC. CONSTRUCTION MANAGER FOR PURPER INSTRUCTION ON HOW TO PROCEED. - INFORMATION SIGN (GREEN) SALL GE LICACITED ON POSTININ DISH WINNING LIC EQUIPMENT CABINET:
 A) F THE INFORMATION SIGN IS A STRUCKEN IT SALL GE PLACED ON EXSTINE DISH Winnings LLC.E H-FRAME: WITH A SECURE ATTACH METHOD.

 B) F THE INFORMATION SIGN IS A METH, SIGN IT SALL GE PLACED ON EXSTINE OBSH Winnings LLC.E H-FRAME: WITH A SECURE ATTACH METHOD.
- 1. FOR DISH Wireless L.L.C. LOGO, SEE DISH Wireless L.L.C. DESIGN SPECIFICATIONS (PROVIDED BY DISH Wireless L.L.C.)
- 2. SITE ID SHALL BE APPLIED TO SIGNS USING "LASER ENGRANNG" OR ANY OTHER WEATHER RESISTANT METHOD (DISH WINAMSS L.L.C. APPROVAL REQUIRED)
- 3. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH WINGIGE LL.C. CONSTRUCTION MANAGER RECOMMENDATIONS.
 - 4. CABINET/SHELTER MOUNTING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHAME ADHESINE
 - 5. ALL SIGNS WILL BE SECURED WITH ETHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TECH SCREWS
- 6. ALL SIGNS TO BE 8.5"x11" AND MADE WITH 0.04" OF ALUMINUM MATERIAL

INFORMATION

area with transmitting antennas. This is an access point to an

5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120

Obey all signs and barriers beyond this point. Call the DISH Wireless L.L.C. NOC at 1-866-624-6874

NB+C ENGINEERING SERVICES, LLC TOTALLY COMMITTED.

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Site ID:

THIS SIGN IS FOR REFERENCE PURPOSES ONLY



▲ CAUTION



Transmitting Antenna(s)

REV DATE DESCRIPTION
0 01/11/24 ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

100753

DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

CONSTRUCTION DOCUMENTS

EXCEED the FCC Occupational exposure limit Radio frequency fields beyond this point

Obey all posted signs and elte guidelines for working in radio frequency environments. Call the DISH Wireless L.L.C. NOC at 1-886-624-6874 prior to working beyond this point.

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CAMBRIDGE, MA 02138
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RF SIGNAGE

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◆ WARNING

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Transmitting Antenna(s)

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Radio frequency fields beyond this point IMAY EXCEED the FCC Occupational exposure limit. Obey all posted signs and sits guidelines for working in radio frequency environments.

Transmitting Antenna(s)

Obey all posted signs and alto guidelines for

Call the DISH Wireless L.L.C. NOC at 1-866-624-6874 prior to working beyond this point. working in radio frequency environments.

Call the DISH Wireless L.L.C. NOC at 1-846-624-6874 prior to working beyond this point.

dish

Site ID:

dish

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RF SIGNAGE

SITE ACTIVITY REQUIREMEN

- NOTICE TO PROCEED NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (WIP) AND THE ISSUANCE OF A PURCHASE ORDER, PRIOR TO ACCESSING/PATIENCE THE STIFT YOU MUST CONTACT THE DISH WINNESS. LLC, AND TOWER OWNER ONCE & THE DISH WINNESS LLC. AND TOWER OWNER CONSTRUCTION MANAGER.
- "LOOK UP" DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INTERCORMAGNIST, AND/ONE CLICIMBENT DISTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMBED TO: PRICHING OF THE WINE FROM ERROR FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WINE ROPE WHICH MAY CAUSE PROTITIONAL WERA, IMPACT TO THE CAUCHAGE OF THE WINE SAFETY CLIMB, INCLUDING ENSITING CONDITIONS IN ANY WAY, OR TO UNRESPECTABLICACY TO NITINGED DUE AND DISH WINGHESS SAFETY CLIMB, INCLUDING ENSITING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH WINGHES LL.C. AND DISH WINGHES LL.C. AND TOWER POCOR OUT, THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.

- PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LUMIED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING, AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
 - ALL CONTRUCTION MAKES AND METHODS: INCLUDING BUT NOT LUITED TO, EFFCTION PLANS ROCKING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE COEMEAL CONTRACTION RESPONSIBILE FOR THE EXECUTION OF THE WORK CONTRINED HERBIN AND SHALL METHORS AND LOAD RECULLATION OF THE WORK CONTRINED HERBIN AND SHALL METHORS CONSERVED TO THE CONSTRUCTION ACTIVITIES BEING PERFORATED. ALL ROCKING PLANS SHALL ADHERS TO ANSILYSES AND LOAD RECULLATION OF THE SUB-PROPARIES. ALL ROCKING PLANS SHALL ADHERS TO ANSILYSES AND LOAD RECULDING THE REQUIRED WORK OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TNI—322 (LATEST EDITION).
- 5. ALL STIE WORK TO COMPLY WITH DISH Wineless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION OF ADDITION OF ANSI/TAL-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MANTENANCE OF ANTENNA STREAM STRUCTURES AND ANTENANCS."
- 6. If THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS. THE COMTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIReless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
- 7. ALL WITERIAS FURNISHED AND NETALLE SHALL BE IN STREET ACCREDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONFIRCTOR SHALL ISSUE ALL APPROPAUR NOTICES AND COMPLY WITH ALL LINES, ORDINANCES, RULES, REGULATIONS AND LAWFOL ORDERS OF ANY PUBBLE ANIFOLD ALL PROPERTY COMPLAY. THE WORK CARRIED ORDINANCES AND APPLICABLE REGULATIONS.
- 8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- 9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
- 10. ALL EMSTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILLIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROFESTED AT MERCITED AT MER
 - 11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
- 12. CONTRACTOR SHALL KEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. FREESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUGE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
 - 13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTEREERE WITH THE EXECUTION OF THE WORK, SHALL BE READORD AND/OR CAPPED, PLUGGED OR UTIENTEE ENTER TOPINTS WHICH WILL NO INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WINNESS LLC. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
 - 14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
- 15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS. I. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE. APPLICATION.
- 17. THE ARES OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER EQUIPMENT OR DINFEWNY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
- 18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
- 19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
 20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEM
- 20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAVIAL CABLES AND OTHER ITEMS MEMORY FROM THE EXISTING FACILITY. ANTENIMES AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- . CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY SIS
- 22. NO FILL OR ENBANKNENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

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

CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

TOWER OWNER:TOWER OWNER

- EXERCISED UNDER SINUAR CINCLUSTANCE USING STRAUDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SINUAR CINCLUSTANCES OF REPUTABLE FUNDERES IN THIS OF SINUAR CINCLUSTANCES. IT IS ASSUMED THAT THE WORK DEPOTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEDPLE WHO HAVE A WORKING KNOWNEEDE. THE APPLICATE CODE STANDARDS AND RECUIREMENTS AND OF INJUSTERY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEBENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
 - 3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SECUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MESURES NECESSARY FOR PROTECTION OF LIFE AND PROCEDURED. THE CONTRACTOR SHALL PROVIDE, BUT NOT BE LIMITED TO, BRACKING, FORWAWGHS, SHORING, SITE VISITES THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE, INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE THINSTED STRUCTURE ONLY.
- 4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND THPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLARS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
 - 5. SUBSTANTAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FABRICATION AND CONSTRUCTION DEARWINGS PROPERTY OF PABRICATION OF CUITING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE POSSERBACKES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTHED AS SOON AS POSSIBLE.
 - 6. PROR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL STE TO FAMILIARIZE WITH THE EDISTING CONDITIONS AND TO CONFIRM THAT THE WORK ON BE ACCOUNTISED AS ROOMS ON THE CONSTRUCTION DEAVINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARREIER POC AND TOWER OWNER.
 - 7. ALL WITERIALS TURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE TODES, REGULATIONS AND ORDINANCES. CONTRICTOR SHALL ISSUE ALL APPROADERT NOTICES AND COMPLY WITH ALL APPLICABLES, RULLES, RECULATIONS AND LAWFOL ORDERS OF ANY POBLIC AUTHORITY RECURDING THE PERFORMANCE OF THE WORK, ALL WORK CARRIED ORDINANCES AND APPLICABLE RECULATIONS.
- UNIESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- 9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICIALLY STATED OTHERWISE.
- 10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATION STALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
 - 11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUTS FOR POWER, TELCO, AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
- 12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAREMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER
- EXPRESENT STREET EXPLAINED ROOFING DISPOSE OF ALL SCRAP WATERIALS SUCH AS COAXIA CABLES AND OTHER TEMS 13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP WATERIALS SUCH AS COAXIA CABLES AND OTHER TEMS FRANCED FROM THE EXISTING FACILITY. ANTENNAS PREMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- 14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY



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CONSTRUCTION DOCUMENTS

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A&E PROJECT NUMBER 100753

100/53
DISH Wireless L.L.C.
PROJECT INFORMATION

BOBOSO0341B
1 BRATTLE SQUARE
CAMBRIDGE, MA 02138

SHEET TITLE GENERAL NOTES

SHEET NUMBER GN-3

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL

- 1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
 - UNIESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000
- ջ 3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH ((r²) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. IN MINICES SHALL LAPSE FROM BATCH TIME TO THE OF PACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERAUTRE OF CONCRETE SHALL NOT EXCEED 907 AT TIME OF PUCENHENT.
- 4. CONCRETE EXPOSED TO FREEZE—THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAININED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WAITEX—TO—CEMENT FAITO (W/C) OF 0.45.
 - 5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM AS15. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPUELS SHALL BE CLASS TO "TENSION SPLICES, INVESS NOTED O'NFENNEE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED O'NFENNEE. THED STREAMENT (F) OF STANDARD DEFORMED BARS ARE AS FOLLOWS.

#4 BARS AND SMALLER 40 ksi

#5 BARS AND LARGER 60 ksi

THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON 6. THE DRAWINGS:

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 BARS AND LARGER 2"
- #5 BARS AND SMALLER 1-1/2"
- CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
- SLAB AND WALLS 3/4"
- BEAMS AND COLUMNS 1-1/2"
- 7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

- 1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
- 2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
 - WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
 - ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
 - 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT FAVING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE GOVERNING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
- E. EACH BUD OF DERF POWER PHASE CONDUCTOR, SROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (SM BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTRICATION METHOD SHALL CONFORM WITH NEC AND OSPIA.
- 6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICIDID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
- PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
- TIE WRAPS ARE NOT ALLOWED.
- SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH THHM, THWN-2, XHHM, XHHM-2, THM, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERMSE SPECIFIED. 10. ₹
- 11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
- POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI—CONDUCTOR, TYPE TC CABLE (≱14 OR LARGER), WITH THHW, THWN—2, XHHW, XHHW—2, THW −2, THW, OR RHW—2 INSULATION UNLESS OTHERWISE SPECIFED. 12. 17PE
- ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND (OR EQUAL), LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
 - RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSJ/IEEE AND
- 15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

- 16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
 17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
- 18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
- 19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION—TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
- CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND 21. WIREWAYS SHALL BE WETAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY). 20. NEC.
- SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL). 55
- 23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES, OF AND PLACE ACTIVATION BY THE LINES OF THE STRUCTURE MAINT NOT BE TREATCHED WITH THE TREATCHES, CHANGES IN DIRECTION TO ROUTE ROUND IN THE TREATCHES, CHANGES IN DIRECTION TO ROUTE ROUND SHALL BE INSTALLED BY A DIRECTION TO ROUTE PROVIDED SHALL BE INSTALLED BY A DIRECTION TO WANNER. PARALLE AND PERFONDICULAR TO STRUCTURE MAIL AND CELINAGE LINES, AND THE STRUCTURE WAS THE PROPERIORS. AND PERFONDICULAR TO STRUCTURE WAS CELINAGE LINES, AND THE CONDUIT SHALL BE TRAPPORABLY CAPACITY SHALL BE TRAPPORABLY CAPACITY SHALL BE TRAPPORABLY CAPACITY SHALL BE TRAPPORABLY CAPACITY OF BIRLY TRANS RETENDENT CONDUITS SHALL BE TRAPPORABLY CAPACITY TO RISH TO BUSHING ON INSIDE AND CALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND CALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND CALVANIZED
 - 24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY—COATED SHET STEEL, SHALL MET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
 - METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR UL 514A AND KTAM, OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR) FOR EXTERIOR LOCATIONS. 25. N EXCEED 1 BETTER)
- 26. NONMETALIC RECEPTACIE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
- 22. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
- 28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
- INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH Wireless L.L.C.".
- ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



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A&E PROJECT NUMBER

100753

DISH Wireless L.L.C. PROJECT INFORMATION

1 BRATTLE SQUARE CAMBRIDGE, MA 02138 B0B0S00341B

GENERAL NOTES SHEET NUMBE

GN-4

- 1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- 2. THE CONTRACTOR SHALL PERFORM IEEE FALL—OF—POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODES SYSTEMS, HIE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 GHAS OR LESS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
 - 4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
- 5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
- 6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS, #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
 - CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE THE GROUND BUS ARE PERMITTED.
- ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.

8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE ∦2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.

- 10. USE OF 90" BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45" BENDS CAN BE ADEQUATELY SUPPORTED.
- EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. Ë
- ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS. 12
- COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS. 13.
- ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND
- APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND 15. APPRO CONNECTIONS.
- ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL. 9
- 17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
 - 18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) $\frac{1}{2}$ 2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
- 19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTINNG PROTECTION SYSTEMS SHALL NOT BE ROUTED MITHOUGH WALLS OBJECTS THAT FORM A RING ARROND THE CONDUCTORS USED AS UNFALLIC CONDUTS, METAL SUPPORT CLIES OR SLEEKES THROUGH WALLS OF FLOORES, WHEN ITS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDUITORS, NOW HARLEL WE ARRAILE WHEN EAST WERE USE OF MEALL CONDUIT IS UNKNORBABLE (F.). WHEN DESCRIPTION OF METALLIC MATERIAL WARD SHALL OF SHALL BE BONDED TO EACH END OF THE METAL CONDUIT MOMENTALLIC CONDUIT PROHEITED BY LOCAL COND IT REQUIRED.
 - 20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLD TINNED COPPER IN 3/4" NON-METALLIC, FIEXBELE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD—WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILCONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
- 21. BULDINGS WHERE THE MAN GROUNDING CANDUCTORS ARE REQUIRED TO GROPE. THE CONTENTOR SHALL ROUTE MAY GROUNDING CONDUCTORS FROM THE ROOTEP, TOWERS, AND WATER TOWERS GROUNDING RNG, TO THE EXISTING GROUNDING CONDUCTORS FROM THE ROOTEP, TOWERS GROUNDING RNG, SHALL BY BONDED TO THE EXISTING GROUNDING RNG, SHALL BY BONDED TO THE EXISTING GROUNDING RNG, SHALL BY BONDED TO THE EXISTING ADDITIONED WANN WATER LINE (FERROLS OR WONTERROUS STEEL, APPLIANCE OF ALT ATTACH GROUNDING TO THE SPRINKLER STSTEM, PIPES.



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A&E PROJECT NUMBER 100753

DISH Wireless L.L.C. PROJECT INFORMATION

1 BRATTLE SQUARE CAMBRIDGE, MA 02138 B0B0S00341B

GENERAL NOTES SHEET TITLE

GN-5 SHEET NUMBER

PMI CHECKLIST

CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED	REPORT ITEM	٠, ٠
PRE-	PRE-CONSTRUCTION	
×	PMI CHECKLIST DRAWING	
×	EOR APPROVED SHOP DRAWINGS	
N/A	FABRICATION INSPECTION	
N/A	FABRICATOR CERTIFIED WELD INSPECTION	
N/A	MATERIAL TEST REPORT (MTR)	
N/A	Fabricator nde inspection	
N/A	NDE REPORT OF MONOPOLE BASE PLATE (AS REQUIRED)	
×	PACKING SLIPS	
ADDITIONAL TESTING AND INSPECTIONS:	ONS:	
CON	CONSTRUCTION	
×	CONSTRUCTION INSPECTIONS	
N/A	FOUNDATION INSPECTIONS	
N/A	CONCRETE COMP. STRENGTH AND SLUMP TESTS	
N/A	POST INSTALLED ANCHOR ROD VERIFICATION	
N/A	BASE PLATE GROUT VERIFICATION	
N/A	CONTRACTOR'S CERTIFIED WELD INSPECTION	
N/A	EARTHWORK: LIFT AND DENSITY	
N/A	ON SITE COLD GALVANIZING VERIFICATION	
N/A	guy wire tension report	
×	GC AS-BUILT DOCUMENTS	
ADDITIONAL TESTING AND INSPECTIONS:	ONS:	
POST-C	POST-CONSTRUCTION	
×	PMI INSPECTOR REDLINE OR RECORD DRAWING(S)	
N/A	POST INSTALLED ANCHOR ROD PULL—OUT TESTING	
×	PHOTOGRAPHS	
ADDITIONAL TESTING AND INSPECTIONS:	ONS:	

NOTE: X DENOTES A DOCUMENT NEEDED FOR THE PM REPORT NA DENOTES A DOCUMENT THAT IS NOT REQUIRED FOR THE PM REPORT

NOTE, CONTRICTOR SHALL FEED VERBY ALL DIMENSIONS PROR TO MATERIAL BIDDING, MATERIAL ORDERS, AND FABRICATION, CONTRICTOR SHALL CORDINANTE WITH BILLING OWNERS, ARROPOED ROOTER FOR ALL ENGINENDING. WEATHERPROPORM ON SEALUR, CONTRACTOR SHALL ENSINE ROOF MEMBRANE WARRANTY IS MANTAINED, AS APPLICABLE, AND PER ROOF MEMBRANE WANNIFACTURES SPECIFICATIONS.

POST MODIFICATION INSPECTION NOTES:

- THE FOST MODERATION RESECTION, HOUR STORY HOUR OF TOWNER MODERATIONS AND A REMAY OF CONSTRUCTOR MODERATION WAS CONSTRUCTED. M. ACCORDANCE WITH THE CONTRACT DICCUMENTS, NAMELY THE MODIFICATION WAS CONSTRUCTED. TO BENIET BE INSTITUTION WAS CONSTRUCTED. TO BENIET DICCUMENTS, AND THE MODIFICATION DRAWNICS, AS DESCRIED BY THE BRAINERS OF RECORD (EVA).
- THE PHE TO CHEENER INSTILLAND CONFIGURATION AND INSPRIENCE DAILY AND IS NOT A REFUR OF THE MODIFICATION DESIGN TISEL, MAN DOES HE AM INSPRIENCE TAKE OMNERSHE OF THE MODIFICATION DESIGN FERCEMENT AND INTEGRAL PROPERTY OF THE STRUCTURAL MODIFICATION DESIGN EFFECTMENESS AND INTEGRAL RESIDESS WITH EDB AND AT LITILES.
- 3. ALI PM'S SHALL BE CONDUCTED BY A PMI INSPECTOR THAT IS APPROVED TO PERFORM ELEVATED WORK FOR NB+C ENGINEERING SERVICES, LLC.
- 4. TO DOSLEY THY THE REQUESTANCE OF THE THE MEET IT, IT CAN'T HAY THE GREEK, CONFIDENCE (CE) AND THE THE RESPECTOR (CE) AND THE THE MERCENCE RECONDING THE SECRECATION OF THE SECRECATIO
 - REFER TO CCR-01 : CONTRACTOR CLOSEOUT REQUIREMENTS FOR FURTHER DETAILS AND REQUIREMENTS.

- PMI INSPECTOR 1. The PMI MSPECTOR IS REQUIRED TO CONTACT THE GC AS SOON AS RECEINNG A PO FOR THE PMI TO, AT A MINIMUM.
- REVIEW THE REQUIREMENTS OF THE PAIL CHECKLIST
 WORK WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON—SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- THE PM INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR (GC) INSPECTION AND TEST REPORTS, REMEMBEN FOR ALMERINE OF MACHONIENTS FOR AND CONDENTS. ON AND COMBITING THE METERS OF TO NEVE ENGINEERING STRANCES, LLC.
 IN-FIELD INSPECTIONS, AND SUBBITING THE PM REPORT TO NEVE ENGINEERING STRANCES, LLC.

CORRECTION OF FAILING PMI'S

- 1. IF THE MODIFICATION INSTALLATION WOLLD FAIL THE PMI (FAILED PMI), THE GC SHALL WORK WITH THE ENGINEER OF RECORD TO COORDINATE A REMEDIATION PLAN IN ONE OF TWO WAYS:
- OCOPRET PRUME SISLES TO CADALY WITH THE EFFOTHORY CONTAMED IN THE OPERINA.

 OCOPIESTS AND COORDINATE A SUPPLEMENT PAIL SER TO RE-AMALYZE THE
 OCOPIESTOR SUPPLEMENT SISP THE SK-BALL TOWNTON.

REQUIRED PHOTOS

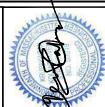
- . BETWERN THE GC AND THE PAU INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE PAIN REPORT:
- PRE-CONSTRUCTION COBERN. SITE CONDITION
 PROTOGRAPHIC LUNION CONTRUCTION/ERECTION AND INSPECTION
 PROTOGRAPHIC LUNION CONTRUCTION CONTRUCTION/ERECTION AND INSPECTION
 PROTOGRAPHIC CONTRUCTION CONTRUCTION
 PROTOGRAPHIC CONTRUCTION CONTRUCTION
 PROTICORMENT CONDITION
- 2. PHOTOS OF ELEVATED MODIFICATIONS TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.



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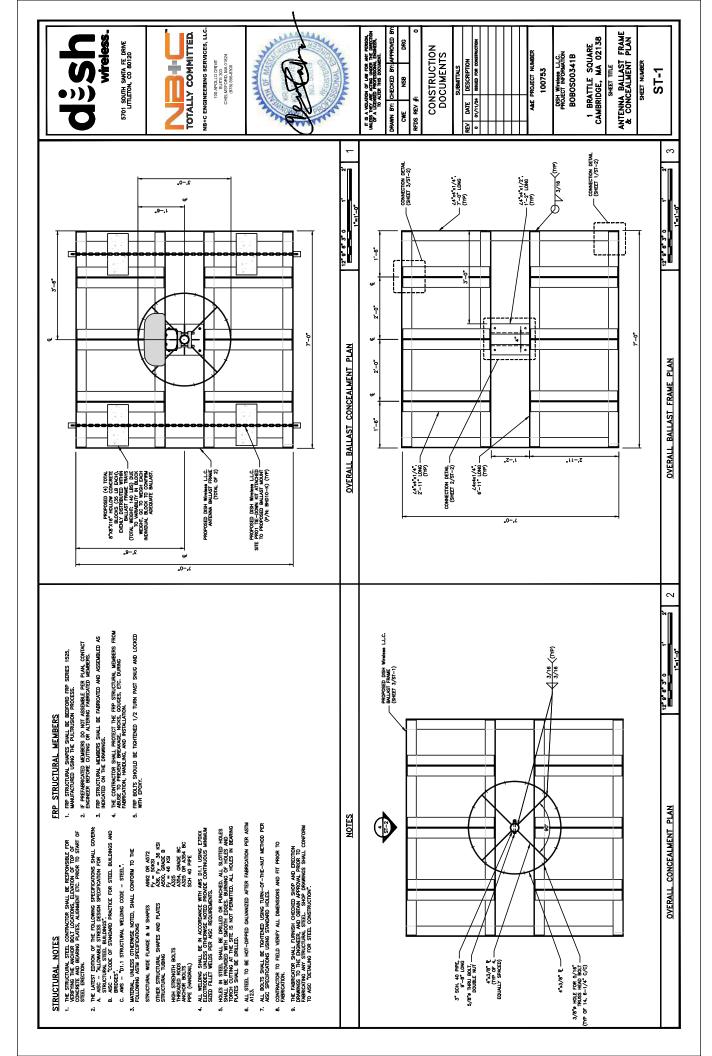
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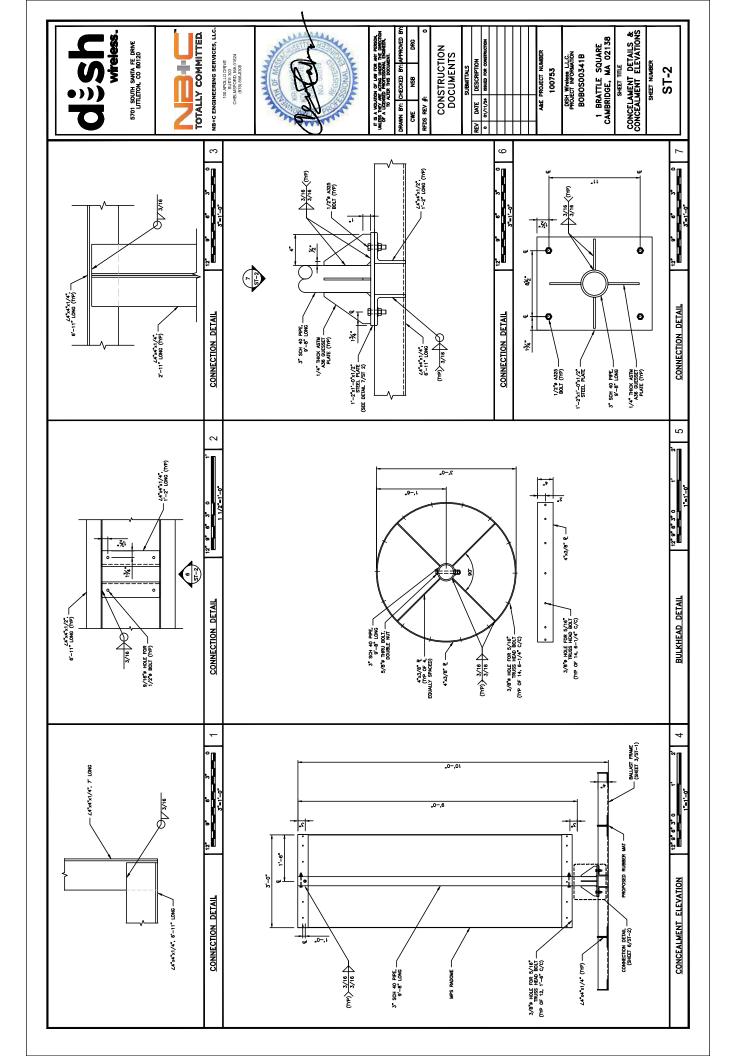
DISH Wireless L.L.C. PROJECT INFORMATION 100753

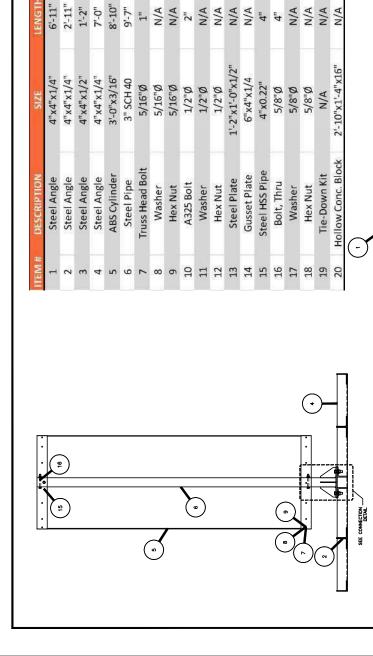
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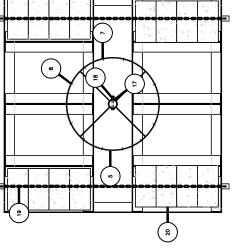
PMI CHECKLIST & NOTES 1 BRATTLE SQUARE CAMBRIDGE, MA 02138

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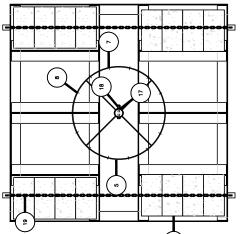
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OVERALL CONCEALMENT PLAN

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NB+C ENGINEERING SERVICES, LLC.

100 APOLLO DRIVE SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308

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IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ATTING UNDER THE DIRECT OF A LUENGED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMEN!

DRAWN BY: CHECKED BY: APPF CWE NSB RFDS REV #:

CONSTRUCTION DOCUMENTS

REV DATE DESCRIPTION
0 0/11/24 ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

100753

DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B 1 BRATTLE SQUARE CAMBRIDGE, MA 02138

BILL OF MATERIALS

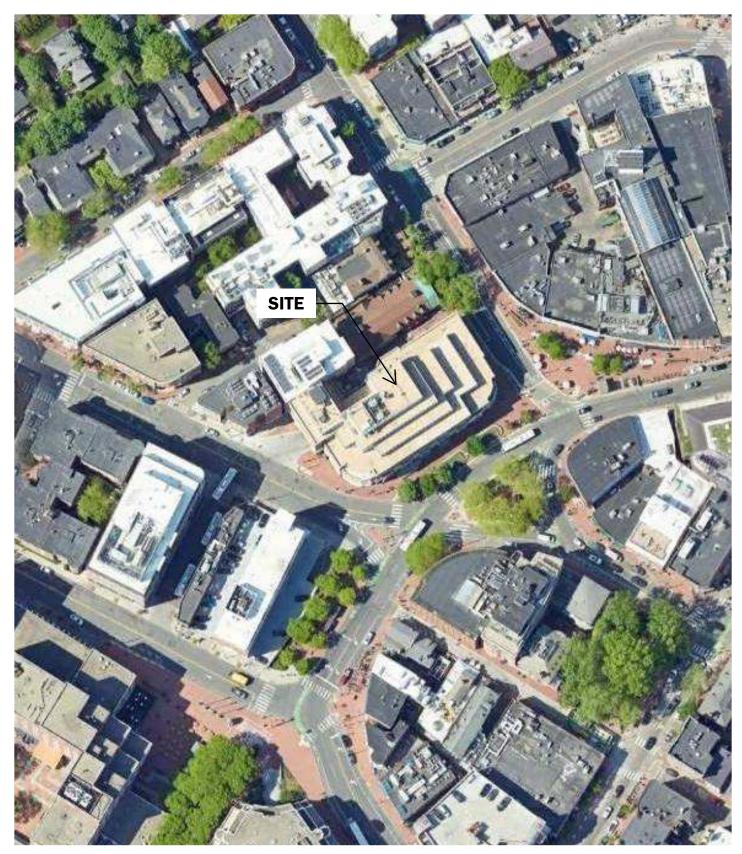
SHEET NUMBER

ST-3

OVERALL BALLAST FRAME PLAN

CONNECTION DETAIL

Figure 4 - Aerial Photograph



Aerial Photograph

BOBOS00341B (BOBOS00341B) 1 Brattle Square Cambridge, Massachusetts 02138 Middlesex County





Figure 5 - Preliminary NEPA Review Summary



PRELIMINARY NEPA COMPLIANCE EVALUATION REPORT

PROJECT INFORMATION: BOBOS00341B (BOBOS00341B)

1 Brattle Square

Cambridge, Middlesex County, MA 02138

PROJECT ID: 60991

PREPARED FOR: Daniel Feldmann

Ramaker and Associates 855 Community Drive

Sauk City, Wisconsin 53583

REPORT DATE: 08/14/2024

TABLE OF CONTENTS: EXECUTIVE SUMMARY

PROJECT LOCATION

EVALUATION

REFERENCES & GLOSSARY

EXECUTIVE SUMMARY

PROJECT BOBOS00341B (BOBOS00341B)

INFORMATION: 1 Brattle Square

Cambridge, Middlesex County, MA 02138

PROJECT Proposed antenna and equipment installation on an existing building.

DESCRIPTION: CDs reviewed dated: 1/11/2024; The host structure was constructed

circa 1991.

FCC NEPA Category	Reference Document	Review Required
Designated Wilderness Areas	47 CFR §1.1307(a)(1)	
Designated Wildlife Preserves	47 CFR §1.1307(a)(2)	
Threatened or Endangered Species & Critical Habitats	47 CFR §1.1307(a)(3)	
Historic Places (Section 106)	47 CFR §1.1307(a)(4)	$\overline{\checkmark}$
Indian Religious Sites (TCNS)	47 CFR §1.1307(a)(5)	⋖
Floodplain	47 CFR §1.1307(a)(6)	
Impacts to Surface Features – Wetlands, Water Diversion, Deforestation	47 CFR §1.1307(a)(7)	
High Intensity White Lights in Residential Neighborhoods	47 CFR §1.1307(a)(8)	
Human Exposure To RF Radiation	47 CFR §1.1307(b)	⋖

Regardless of whether review of any of the FCC Special Interest Items as outlined in 47 CFR §1.1307(a) (1) through (8) is required, RF emissions must also be considered as outlined in 47 CFR §1.1307(b). Typically this review is completed by the licensee. This review does not include a review of RF emissions.

Under 47 CFR §1.1306, construction of certain facilities are excluded from review of NEPA Special Interest Items outlined in 47 CFR §1.1307 (a), with exception to Section 106. According to 47 CFR §1.1306 Note 1, "The provisions of §1.1307(a) requiring the preparation of EAs do not encompass the mounting of antenna(s) and associated equipment (such as wiring, cabling, cabinets, or backup-power), on or in an existing building, or on an antenna tower or other man- made structure, unless §1.1307(a)(4) is applicable. Such antennas are subject to §1.1307(b) of this part and require EAs if their construction would result in human exposure to radiofrequency radiation in excess of the applicable health and safety guidelines cited in §1.1307(b) of this part. The provisions of §1.1307 (a) and (b) of this part do not encompass the installation of aerial wire or cable over existing aerial corridors of prior or permitted use or the underground installation of wire or cable along existing underground corridors of prior or permitted use, established by the applicant or others. The use of existing buildings, towers or corridors is an environmentally desirable alternative to the construction of new facilities and is encouraged. The provisions of §1.1307(a) and (b) of this part do not encompass the construction of new submarine cable systems.

Under the Stipulation V.A of the Revised Collocation Agreement, certain collocations to existing buildings and non-tower structures are excluded from Section 106 review:

"A. An antenna may be mounted on a building or non-tower structure without such collocation being reviewed through the Section 106 process set forth in the NPA, unless:

- 1. The building or structure is over 45 years old, and the collocation does not meet the criteria established in Stipulation VI ^[2] herein for collocations of small antennas ¹; or,
- 2. The building or structure is inside the boundary of a historic district, or if the antenna is visible from the ground level of a historic district, the building or structure is within 250 feet of the boundary of the historic district, and the collocation does not meet the criteria established in Stipulation VII [3] herein for collocations of small or minimally visible antennas; or,
- 3. The building or non-tower structure is a designated National Historic Landmark, or listed in or eligible for listing in the National Register of Historic Places based upon the review of the FCC, licensee, tower company or applicant for an antenna license, and the collocation does not meet the criteria established in Stipulation VII herein for collocations of small or minimally visible antennas; or,
- 4. The collocation licensee or the owner of the building or non-tower structure has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

[...]

C. Subsequent to the collocation of an antenna, should the SHPO/THPO or Council determine that the collocation of the antenna or its associated equipment installed under the terms of Stipulation VI has resulted in an adverse effect on historic properties, the *SHPO/THPO* or Council may notify the FCC accordingly. The FCC shall comply with the requirements of Section 106 and the NPA for this particular collocation.

- ¹ For purposes of this Agreement, suitable methods for determining the age of a building or structure include, but are not limited to: (1) obtaining the opinion of a consultant who meets the Secretary of Interior's Professional Qualifications Standards for Historian or for Architectural Historian (36 CFR Part 61); or (2) consulting public records."
- ² Stipulation VI of the Revised Collocation Agreement includes additional exclusions for collocation of small wireless antennas and associated equipment on buildings and non-tower structures that are outside of historic districts and are not historic properties.
- ³ Stipulation VII of the Revised Collocation Agreement includes additional exclusions for collocation of small or minimally visible wireless antennas and associated equipment in historic districts or on historic properties.

Collocation of small antennas or minimally visible antennas on a building or non-tower structure may qualify for Section 106 review exclusion under the Stipulation VII.A of the Revised Collocation Agreement.

- "A. A small antenna (including associated equipment included in the definition of Antenna in Stipulation I.A. [1]) may be mounted on a building or non-tower structure or in the interior of a building that is (1) a historic property (including a property listed in or eligible for listing in the National Register of Historic Places) or (2) inside or within 250 feet of the boundary of a historic district without being reviewed through the Section 106 process set forth in the NPA, provided that:
 - 1. The property on which the equipment will be deployed is not a designated National Historic Landmark.
 - 2. The antenna or antenna enclosure (including any existing antenna), excluding associated equipment, is the only equipment that is visible from the ground level, or from public spaces within the building (if the antenna is mounted in the interior of a building), and provided that the following conditions are met:
 - a. No other antennas on the building or non-tower structure are visible from the ground level, or from public spaces within the building (for an antenna mounted in the interior of a building);
 - b. The antenna that is part of the collocation fits within an enclosure (or if the antenna is exposed, within an imaginary enclosure i.e., one that would be the correct size to contain the equipment) that is no more than three cubic feet in volume; and,
 - c. The antenna is installed using stealth techniques that match or complement the structure on which or within which it is deployed;
 - 3. The antenna's associated equipment is not visible from:
 - a. The ground level anywhere in a historic district (if the antenna is located inside or within 250 feet of the boundary of a historic district); or,
 - b. Immediately adjacent streets or public spaces at ground level (if the antenna is on a historic property that is not in a historic district); or,
 - c. Public spaces within the building (if the antenna is mounted in the interior of a building).
 - 4. The facilities (including antenna(s) and associated equipment identified in the definition of Antenna in Stipulation I.A.) are installed in a way that does not damage historic materials and permits removal of such facilities without damaging historic materials;

- 5. The depth and width of any proposed ground disturbance associated with the collocation does not exceed the depth and width of any previous ground disturbance (including footings and other anchoring mechanisms). Up to four lightning grounding rods of no more than three-quarters of an inch in diameter may be installed per project, regardless of the extent of previous ground disturbance; and
- 6. The collocation licensee or the owner of the building or non-tower structure has not received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, an Indian Tribe, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

[...]

- D. A small antenna mounted inside a building or non-tower structure and subject to the provisions of this Stipulation VII is to be installed in a way that does not damage historic materials and permits removal of such facilities without damaging historic materials.
- E. Subsequent to the collocation of an antenna, should the SHPO/THPO or Council determine that the collocation of the antenna or its associated equipment installed under the terms of Stipulation VI has resulted in an adverse effect on historic properties, the *SHPO/THPO* or Council may notify the FCC accordingly. The FCC shall comply with the requirements of Section 106 and the NPA for this particular collocation."
- ¹ Stipulation 1.A of the Revised Collocation Agreement: "Antenna" means an apparatus designed for the purpose of emitting radio frequency ("RF") radiation, to be operated or operating from a fixed location pursuant to Commission authorization, for the transmission of writing, signs, signals, data, images, pictures, and sounds of all kinds, including the transmitting device and any on-site equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with that antenna and added to a Tower, structure, or building as part of the original installation of the antenna. For purposes of this Agreement, the term antenna does not include unintentional radiators, mobile stations, or devices authorized under Part 15 of the Commission's rules.

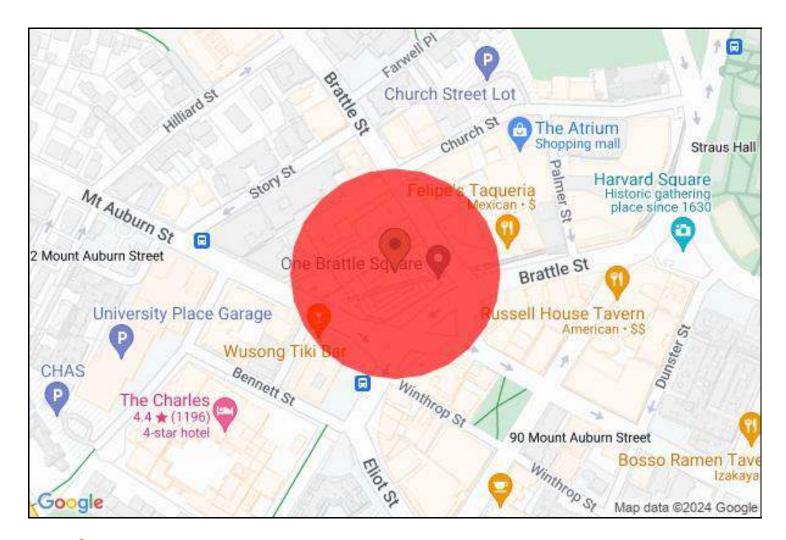
PROJECT LOCATION

PROJECT BOBOS00341B (BOBOS00341B)

INFORMATION: 1 Brattle Square

Cambridge, Middlesex County, MA 02138

COORDINATES: [42.373318,-71.121494]



250-foot radius

EVALUATION

PROJECT BOBOS00341B (BOBOS00341B) INFORMATION:

The following details were provided by the user for this project:

Type of Structure	NON-TOWER STRUCTURE
What is the classification of the Building/Other Non-Tower Structure?	BUILDING
Building or Structure is Historical Landmark	NO
Record of Complaints Against Collocation	NO
Site Within Historic District	YES
Antennas and Equipment Entirely Inside a Building	NO
Replacement of Small Antenna(s)	NO
Installation of Small Antenna(s)	NO

REFERENCES AND GLOSSARY

REFERENCES:

- Code of Federal Regulations: 47 CFR, §§ 1.1301-1.1319 Procedures implementing the National Environmental Policy Act of 1969
- Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, March 16, 2001, 47 CFR, Appendix B to Part 1
- Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, March 7, 2005 47 CFR, Appendix C to Part 1
- First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016
- Section 106 of the National Historic Preservation Act of 1966 (36 CFR Part 800)

GLOSSARY OF TERMS & ACRONYMS:

Antenna

An apparatus designed for the purpose of emitting radio frequency ("RF") radiation, to be operated or operating from a fixed location pursuant to Commission authorization, for the transmission of writing, signs, signals, data, images, pictures, and sounds of all kinds, including the transmitting device and any on-site equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with that antenna and added to a Tower, structure, or building as part of the original installation of the antenna. For most services, an antenna will be mounted on or in, and is distinct from, a supporting structure such as a tower, structure or building. However, in the case of AM broadcast stations, the entire tower or group of towers constitutes the Antenna for that station. For purposes of the Nationwide Agreement, the term antenna does not include unintentional radiators, mobile stations, or devices authorized under Part 15 of the Commission's rules. *Source: 47 CFR, Appendix C to Part 1*

Applicant

A Commission licensee, permittee, or registration holder, or an applicant or prospective applicant for a wireless or broadcast license, authorization or antenna structure registration, and the duly authorized agents, employees, and contractors of any such person or entity. Source: 47 CFR, Appendix C to Part 1, First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016

CA

Collocation Agreement

Collocation

The mounting or installation of an antenna on an existing tower, building, or structure for the purpose of transmitting radio frequency signals for communications purposes, whether or not there is an existing antenna on the structure. Source: 47 CFR, Appendix B to Part 1, 47 CFR Appendix C to Part 1

Collocation Agreement Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, March 16, 2001 (47 CFR, Appendix B to Part 1)

Commercial Strip Mall A structure or grouping of structures, housing retail business, set back far enough from the street to permit parking spaces to be placed between the building entrances and the public right of way. *Source: 47 CFR, Appendix C to Part 1*

EΑ

Environmental Assessment

Facility

A tower or an antenna. The term facility may also refer to a tower and its associated antenna(s). Source: 47 CFR, Appendix C to Part 1

FCC

Federal Communications Commission

Historic Property Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or NHO that meet the National Register criteria. *Source: 47 CFR, Appendix C to Part 1*

Industrial Park A tract of land that is planned, developed, and operated as an integrated facility for a number of individual industrial uses, with consideration to transportation facilities, circulation, parking, utility needs, aesthetics and compatibility. *Source:* 47 CFR, Appendix C to Part 1

National Register National Register of Historic Places, maintained by the Secretary of the Interior's office of the Keeper of the National Register. *Source: 47 CFR, Appendix C to Part 1*

Nationwide Agreement Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, March 7, 2005, 47 CFR, Appendix C to Part 1. Also commonly referred to as the NPA.

NEPA

National Environmental Policy Act of 1969

NHPA

National Historic Preservation Act of 1966

NHO

Native Hawaiian Organization

No New Ground Disturbance

- 1. When the depth and width of previous disturbance exceeds the proposed construction depth and width by at least two feet. *Source: 47 CFR, §§ 1.1307 Note to Paragraph (a)(4)(ii)*, or
- 2. When the depth and width of any proposed ground disturbance associated with the collocation does not exceed the depth and width of any previous

ground disturbance (including footings and other anchoring mechanisms). Up to four lightning grounding rods of no more than three-quarters of an inch in diameter may be installed per project regardless of the extent of previous ground disturbance. Source: First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016

Non-Tower Structure Any structure built for purposes other than for the sole or primary purpose of supporting FCC-licensed antennas and their associated facilities.

NPA

Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, March 7, 2005, 47 CFR, Appendix C to Part 1. Also commonly referred to as the Nationwide Agreement.

Section 106

Section 106 of the National Historic Preservation Act

Shopping Center A group of commercial establishments planned, constructed, and managed as a total entity, with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements, and landscaping and signage in accordance with an approved plan. *Source: 47 CFR, Appendix C to Part 1*

SHPO

State Historic Preservation Officer

SHPO/THPO Inventory A set of records of previously gathered information, authorized by state or tribal law, on the absence, presence and significance of historic and archaeological resources within the state or tribal land. *Source: 47 CFR, Appendix C to Part 1*

Small Wireless Antenna Generally defined as an antenna, excluding the associated equipment, that fits within an enclosure (or if the antenna is exposed, within an imaginary enclosure, i.e., one that would be the correct size to contain the equipment) that is individually no more than tree cubic feet in volume. Source: 47 CFR, §§ 1.1307(4) (ii)(A)(1), First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016

Substantial Increase in the Size of the Tower

"Substantial Increase in the size of the tower" means:

- 1. The mounting of the proposed antenna on the tower would increase the existing height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to avoid interference with existing antennas; or
- 2. The mounting of the proposed antenna would involve the installation of more than the standard number of new equipment cabinets for the technology

involved, not to exceed four, or more than one new equipment shelter; or

- 3. The mounting of the proposed antenna would involve adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable; or
- 4. The mounting of the proposed antenna would involve excavation outside the current tower site, defined as the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. Source: 47 CFR, Appendix B to Part 1

TCNS Tower Construction Notification System

THPO Tribal Historic Preservation Officer

Tower Any structure built for the sole or primary purpose of supporting FCC-licensed antennas and their associated facilities. Include the on-site fencing, equipment, switches, wiring, cabling, power sources, shelters, or cabinets associated with that tower but not installed as part of an antenna. Source: 47 CFR, Appendix B to Part 1 and 47 CFR Appendix C to Part 1

Figure 6 - FCC Form 621 & Supporting Documentation



July 5, 2024

TO: Massachusetts SHPO

Interested THPOs/NHOs

SUBJECT: Section 106 (FCC Form 621) Submittal

PROJECT: BOBOS00341B (BOBOS00341B)

1 Brattle Square

Cambridge, Middlesex County, Massachusetts 02138

Ramaker & Associates, Inc. Project #60991

TCNS Number: 281876

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a NEPA and Section 106 review of a proposed antenna and equipment installation on an existing 90.33-foot building (overall height with appurtenances of 97.33 feet). Ramaker and DISH have opined that the proposed activities do not qualify for any categorical exclusions from review under Section 106 of the National Historic Preservation Act (NHPA) set forth in the Federal Communication Commission's (FCC's) Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC (Nationwide Agreement) nor the Nationwide Programmatic Agreement for Collocations or the FCC's March 8, 2015 "Report & Order." Thus, a Section 106 submittal is required on behalf of the proposed DISH undertaking. The purpose of this report is to document the potential for effect to the project's Direct and Indirect Areas of Potential Effect (APEs). The curriculum vitae for the Principal Investigators involved in the preparation of this submittal have been included in Attachment A of the attached FCC Form 621.

GENERAL PROJECT SUMMARY

The proposed activity is located at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. The location of the Subject Property is depicted on the attached Boston South, Massachusetts USGS Quadrangle. The project is also identified as being located at 42° 22' 23.944" North and 71° 7' 17.378" West.

DISH proposes to install antennas and equipment on an existing building located in Cambridge, Massachusetts. As part of the proposed development DISH will install three antennas and several remote radio heads (RRH) on the building rooftop. The proposed antennas will be installed within a concealment painted to match the existing surroundings. Additionally, DISH will install associated telecommunications equipment within existing equipment rooms located inside of the building. Utilities will be routed within the building and along rooftop from the telecommunications equipment to the proposed antennas with no planned ground disturbance. Additional site development details are included in the attached figures.

The host structure is a multi-story institutional/commercial building that was constructed circa 1991. The building is located west of Brattle Street, northwest of Eliot Street, and northeast of Mt. Auburn Street. The surrounding area is characterized by residential, institutional, and commercial properties located along neighboring roadways. An online search of the Massachusetts SHPO Cultural Resource Information System (MACRIS) and the National Register of Historic Places Cultural Resources GIS database did not contain any records for the host structure; however, the host structure is located within the NRHP listed Harvard Square Historic District.

Upon review, the facility does not qualify for an exclusion under the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, March 7, 2005, 47 CFR, Appendix C to Part 1, the First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016, or the Code of Federal Regulations: 47 CFR, §§ 1.1301-1.1319.

The locations of the site, site photographs, and appropriate Area of Potential Effect (APE) maps have been included in Attachment B of the attached FCC Form 621.

As part of our Section 106 review, Ramaker has completed the FCC's Form 621 as outlined in the Nationwide Agreement. In so doing, Ramaker split the Section 106 review into multiple subgroups, making a "determination of effect" for each of the subgroups. The subgroups included:

- Direct APE
- Indirect APE
- Seeking comments from Indian Tribes and Native Hawaiian Organizations
- Seeking comments from the Certified Local Government (or Appropriate Alternative)
- · Seeking comments from other "Potentially Interested" Parties
- · Overall Determination of Effect

The following is a summary of the activities taken to avoid and/or minimize the potential for "adverse effects" that might have otherwise resulted as part of the development of the above-referenced project.

DIRECT APE

The Direct APE is limited to the area of potential ground disturbance and any property, or any portion thereof that will be physically altered or destroyed by the Undertaking. On November 24, 2008, the FCC further clarified that the Direct APE is limited to the tower or non-tower structure on which the collocation will be mounted as well as the lease area including the access route and utility corridor. As part of this project, Ramaker considered two facets of the Direct APE with respect to a collocation to a non-tower structure. As outlined by the FCC, this included the potential to impact Archaeological Resources associated with any potential ground disturbance activities as well as the historical significance of the support structure and the subsequent potential for impact to the historic integrity of the support structure as a result of the proposed collocation activities. The following is a summary of the potential for effect to the Direct APE when considering these two facets:

- <u>Archaeological Resources:</u> Ramaker reviewed the proposed collocation activities and identified that as
 part of this project there would be no new ground disturbance activities. Due to the nature of the proposed
 construction activities, an archaeological survey was not completed as part of this review. It is the opinion
 of Ramaker that the proposed undertaking will result in "No Historic Properties Affected" in the projects
 Direct APE.
- <u>Support Structure</u>: Similar to the Indirect APE review (below), Ramaker reviewed the SHPO's records for historically significant structures to qualify whether the support structure had been previously identified to be a structure of potential architectural and/or cultural significance. Based on the findings associated with this investigation, Ramaker has concluded that the project will result in "No Historic Properties Affected" in the Direct APE, when considering the antenna support structure. A more thorough review of the Direct Effect to the support structure has been included in the FCC Form 621 (see Attachment C of the hardcopy FCC Form 621 submittal).

Based on the findings associated with this investigation, Ramaker has concluded that the project will result in "**No Historic Properties Affected**" in the Direct APE.

INDIRECT APE

Due to the dense urban development and large tree growth in the surrounding area, Ramaker has determined, as authorized by Section VI (C) of the Nationwide Programmatic Agreement, and seeks your mutual agreement that an appropriate alternative APE for visual effects for this project should be an area within a 600 foot (reduced from one-half mile) radius of the project site. As part of our investigation, Ramaker has reviewed the SHPO's on-line database of historically significant structures. Any historic properties identified are further summarized in the Indirect APE review (see Attachment C of the hardcopy FCC Form 621 submittal). Included in FCC Form 621 are the APE maps utilized as part of this assessment. In addition, and when appropriate, Ramaker completed a field visit to assess the potential for effect to historically significant structures within the projects Indirect APE. Based upon the database query, and field visit (if required), Ramaker summarized the potential for effect to structures within the Indirect APE. This review included a summary of historic structures and historic districts located within the projects Indirect APE.

Based on the findings associated with this investigation, Ramaker has concluded that the project will result in "**No Adverse Effect**" to cultural or historic properties in the Indirect APE. A more complete summary of the Indirect APE review has been included in Indirect APE review, included as a portion of the Cultural Resources Review (see Attachment C of the hardcopy FCC Form 621 submittal).

INDIAN TRIBES AND NATIVE HAWAIIAN ORGANIZATIONS

Through the use of the FCC's Tower Construction Notification System (TCNS), Ramaker has attempted to increase communication with Indian Tribes and Native Hawaiian Organizations (NHOs) in the context of the review required by Section 106. The use of the TCNS system provides Tribes/NHOs with early notification of proposed towers in order to facilitate compliance with the FCC's rules, and streamlines the review process for construction of FCC undertakings, including the collocation to structures that fail to meet the guidelines of the Nationwide Programmatic Agreement for the Collocation of Wireless Antennas (Collocation Agreement).

Although Ramaker anticipates a "No Historic Properties Affected" finding, it should be noted that Tribes/NHOs may have a different perspective regarding historic properties of religious and cultural significance. In addition to the TCNS process, Ramaker communicates directly with Tribes/NHOs, when appropriate. While communication with the Tribes/NHOs is not complete at this stage of the project, Ramaker will follow the FCC's guidance on seeking comments from Tribes/NHOs in an attempt to facilitate dialog about the potential for impacts to sites of cultural importance to Tribes/NHOs. A complete list of the Tribes/NHOs who have expressed interest (through the TCNS "Notice of Organizations" database response) in providing comments with respect to this undertaking has been included in Attachment D. Ramaker is requesting comments from the Tribes/NHOs and will work to ensure that all Tribes/NHOs have been given the opportunity to comment.

CERTIFIED LOCAL GOVERNMENT (OR APPROPRIATE ALTERNATIVE)

As part of this Section 106 review, Ramaker has identified a delegate with the Cambridge Historical Commission to be the most appropriate appointee to fill the role of the Certified Local Government (GLG) representative. This delegate was chosen for their likelihood to be able to comment on the potential for "adverse effects" resulting from the proposed activities. Copies of the communication, including responses (when appropriate) with the CLG delegate have been included in Attachment E.

While dialog with the Cambridge Historical Commission is not complete, based on the research and reviews completed to date, Ramaker anticipates a "No Adverse Effect" finding regarding the proposed DISH undertaking.

OTHER "POTENTIALLY INTERESTED" PARTIES

As part of this Section 106 review, Ramaker has identified the need to identify other "potentially interested" parties who may have additional information relevant to the potential for "adverse effects" resulting from the proposed activities. As part of this Section 106 review, Ramaker has sought comments from the City of Cambridge Planning Board and History Cambridge. Copies of the communication, including responses (when appropriate) with these parties have been included in Attachment F.

In addition, Ramaker placed a public notice of the proposed undertaking in a local newspaper. A copy of this notification, including any appropriate "Section 106 related" responses has been included in Attachment G.

While dialog with the City of Cambridge Planning Board, History Cambridge, and the public comment period, is not complete, based on the research and reviews completed to date, Ramaker anticipates a "**No Adverse Effect**" finding regarding the proposed DISH undertaking.

OVERALL DETERMINATION OF EFFECT

Based on the results of this investigation, as outlined above and further detailed in the attached FCC Form 621 submittal, Ramaker has formulated a determination of "**No Adverse Effect**" finding regarding the proposed DISH undertaking.

At this point, Ramaker seeks the SHPO's concurrence with the findings presented and asks for your support of the proposed project. The FCC Form 621 and the supporting documentation, have been included and are submitted for your review.

Please direct all correspondence to: Ramaker & Associates, Inc.

Daniel Feldmann, Environmental Scientist

855 Community Drive

Sauk City, Wisconsin 53583

nepa@ramaker.com

Sandra Weiss, Tribal Coordinator

855 Community Drive

Sauk City, Wisconsin 53583

608-644-2297

TCNS@ramaker.com

If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Ramaker & Associates, Inc.

Daniel Tell

Daniel Feldmann, Environmental Scientist

Cc: DISH Wireless LLC

Andrew Foreman, National Program Manager

5701 South Santa Fe Drive Littleton, Colorado 80120

Attachments:

FCC Form 621

FCC Form 621 Associated Attachments

7/5/24, 8:59 AM Section 106 Filings



Help | Technical Support Logged In: 0012911269 (Log Out)

My Filings | New Filing | TCNS

File Number: 0011145827 Notification Date: Current Status: Submitted Form 621: Original Filing 07/08/2024 Received On: 07/05/2024

The identified Lead SHPO/THPO is not participating online. Please send a paper copy of the filing to this SHPO/THPO. Upon receiving a response, you may record the response online on behalf of the SHPO/THPO.

Record the Response on behalf of SHPO Notify FCC Update Email Filing 📗 View Submission Packet 🛾 Common Questions 🔃 Return to My Filings Overview Transaction Log Comments Documents History FCC FORM 621 - COLLOCATION SUBMISSION **Niew Submission Packet** FILING INFORMATION

Applicant Name: DISH Wireless LLC

Consultant Name: Ramaker & Associates, Inc. BOBOS00341B (BOBOS00341B) Site Name:

Positive Train Control Site(s):

No

City: Cambridge MIDDLESEX County: State: Massachusetts

42° 22' 23.9" N, 071° 07' 17.4" W Site Coordinates: UTM Coordinates: 19T, 325329.33 E, 4693405.22 N

TCNS Notification Number: 281876 EMTS Tracking Number: n/a

PARTIES INVOLVED

Niew Additional Consulting Parties

Lead SHPO/THPO: Massachusetts Historical Commission

SHPO/THPO 2: None SHPO/THPO 3: None SHPO/THPO 4: None FCC: No ACHP: Nο

SHPO/THPOs marked are not participating online

YOU ARE CURRENTLY VIEWING: Original Filing 07/08/2024



RECOMMENDATIONS TO DETERMINATION OF EFFECTS

There is no Recommendation

Add Recommendations Received Offline

Federal Communications Commission 45 L Street NE Washington, DC 20554

Phone: 1-877-480-3201 TTY: 1-717-338-2824 Submit Help Request

FCC Form 621

FCC Wireless Telecommunications Bureau Collocation ("CO") Submission Packet

Notification Date: 7AM EST 07/08/2024

File Number: 0011145827

Approved by OMB 3060 – 1039 See instructions for public burden estimates

General Information

1) (Select only one) (NE) NE – New UA	UA – Update of Application WD – Withdrawal of Application							
2) If this application is for an Update or Withdrawal, enter the file number of the pending application currently on file. File Number:								
			Applican	t Informati	or	1		
3) FCC Registration Number (FRN): 0027	85272	2						
4) Name: DISH Wireless LLC								
Contact Name								
5) First Name: Andrew			6) MI:	7) Last Nam	e:	Foreman		8) Suffix:
9) Title: National Program Manager								
Contact Information								
10) P.O. Box:	And /Or	11) St	reet Address:	5701 South	Sa	anta Fe Drive		
12) City: Littleton	•					13) State: CO	14) Zip Code	: 80120
15) Telephone Number: (314)335-9743	}			16) Fax N	16) Fax Number:			
17) E-mail Address: regulatoryteam@	dish.c	om						
			Consult	ant Inform	at	ion		
18) FCC Registration Number (FRN): 00 1	129112	269						
19) Name: Ramaker & Associates, Ir	ıc.							
Principal Investigator								
20) First Name: Joe			21) MI:	22) Last Nar	ne	: Gallagher		23) Suffix:
24) Title: Project Manager, Architect	ural/In	terior						
Principal Investigator Contact Inform	nation							
25) P.O. Box:	And /Or	26) St	reet Address: C	o Daniel Fe	əlc	dmann 855 Comr	nunity Drive	
27) City: Sauk City					Ţ	28) State: WI	29) Zip Code	: 53583
30) Telephone Number: (608)643-4100				31) Fax N	luı	mber: (608)643-7	999	
32) E-mail Address: dfeldmann@rama	ker.co	m		ı				

Professional Qualification			
33) Does the Principal Investigator satisfy the Secre	tary of the Inter	ior's Professional Qualification Standards?	(x) <u>Y</u> es () <u>N</u> o
34) Areas of Professional Qualification:			
()Archaeologist			
()Architectural Historian			
()Historian			
(X) Architect			
() Other (Specify)			
Additional Staff 35) Are there other staff involved who meet the Profile If "YES," complete the following:	essional Qualifi	cation Standards of the Secretary of the Interior?	() <u>Y</u> es (<u>X</u>) <u>N</u> o
36) First Name:	37) MI:	38) Last Name:	39) Suffix:
40) Title:	•		-
41) Areas of Professional Qualification:			
()Archaeologist			
()Architectural Historian			
()Historian			

) Architect

) Other (Specify) _

Site Information

Tower Construction Notification System		
1) TCNS Notification Number: 281876		
Site Information		
2) Positive Train Control Filing Subject to Expedited Treatment Under Program Cor	mment: () <u>Y</u> es (X)	<u>N</u> o
3) Site Name: BOBOS00341B (BOBOS00341B)		
4) Site Address: 1 Brattle Square		
5) Detailed Description of Project: DISH proposes to install antennas and equipment at the 90.33 foot b Middlesex County, Massachusetts. Site location to follow.	uilding tower at 1 Bratt	le Square in Cambridge,
6) City: Cambridge	7) State: MA	8) Zip Code: 02138
9) County/Borough/Parish: MIDDLESEX		
10) Nearest Crossroads: See attached site location maps		
11) NAD 83 Latitude (DD-MM-SS.S): 42-22-23.9	()	() <u>N</u> or () <u>S</u>
12) NAD 83 Longitude (DD-MM-SS.S): 071-07-17.4	() <u>E</u> or (X) <u>W</u>
Collocation Information		
13) Antennas will be located on (Select One):		
() Communications Tower (Select One): () Guyed Lattice Tower () Self-supporting Lattice	() Monopole
() Other (Describe):		
(X) Non-Tower Structure (Describe Structure): Building		
14) Tower height above ground level (including top-mounted attachments such as li	ahtning rods): 29.7	() Feet (X) Meters
		()1 oot (24) motors
15) Description of Antennas to be collocated (e.g. number, type, shape, dimensions	•	
The full scope of the proposed undertaking has been outlined in the	attached site and elev	ation plans.
16) Will the Antennas be placed at multiple levels on the structure?		(x) <u>Y</u> es () <u>N</u> o
If "Yes", describe placement:		
Some minor deviations between antenna sectors and antennas within the same anten will however generally follow the guidelines detailed in the attached supplemental due		stallations
If "No", specify the height of collocation above ground:	() Feet () Meters
17) Structure Completion Year: 1991 (YYYY)		I
(1111)		
(X) Check here if your year provided is approximate.		

18) Has the Communications Tower or Non-Tower Structure been the subject of SHPO/THPO review?	() <u>Y</u> es (X) <u>N</u> o
If "Yes", specify the following:	
Company that made the submission:	
Date submitted: SHPO/THPO Reference Number:	
19) Is the Communications Tower or Non-Tower Structure eligible for listing on the National Register?	() <u>Y</u> es (X) <u>N</u> o
Collocation Status	
20) Current Collocation Status (Select One):	
(X) Construction and/or installation has not yet commenced	
() Construction and/or installation has commenced, but is not completed	
Construction and/or installation commenced on:	
() Construction has been completed	
Construction and/or installation commenced on: Construction and/or installation completed	d on:
Determination of Effect	
Determination of Effect 21) Direct Effects (Select One):	
21) Direct Effects (Select One): (X) No Historic Properties in Area of Potential Effects (APE)	
21) Direct Effects (Select One): (X) No Historic Properties in Area of Potential Effects (APE) () No Effect on Historic Properties in APE	
21) Direct Effects (Select One): (X) No Historic Properties in Area of Potential Effects (APE) () No Effect on Historic Properties in APE () No Adverse Effect on Historic Properties in APE	
21) Direct Effects (Select One): (X) No Historic Properties in Area of Potential Effects (APE) () No Effect on Historic Properties in APE () No Adverse Effect on Historic Properties in APE () Adverse Effect on one or more Historic Properties in APE	
21) Direct Effects (Select One): (X) No Historic Properties in Area of Potential Effects (APE) () No Effect on Historic Properties in APE () No Adverse Effect on Historic Properties in APE () Adverse Effect on one or more Historic Properties in APE 22) Visual Effects (Select One):	

) Adverse Effect on one or more Historic Properties in APE

Have Indian Tribes or Native Hawaiian Organiz significance to historic properties which may be effects?			(X) <u>Y</u> es () <u>N</u> o
2a) Tribes/NHOs contacted through TCNS Notific	cation Number: _2818	Number of Tribes/NHOs:	7
2b) Tribes/NHOs contacted through an alternate s		Number of Tribes/NHOs	3: 0
Tribe/NHO Contacted Through TCNS			
3) Tribe/NHO FRN:			
4) Tribe/NHO Name: Bad River Band of Lak	ce Superior Tribe	of Chippewa Indians	
Contact Name			
5) First Name: Lawrence	6) MI:	7) Last Name: Plucinski	8) Suffix:
9) Title: THPO	•	•	·
Dates & Response			
10) Date Contacted	11) Date	Replied	
(🗶)No Reply			
() Replied/No Interest			
()Replied/Have Interest			
() Replied/Other			
Tribe/NHO Contacted Through TCNS			
3) Tribe/NHO FRN:			
4) Tribe/NHO Name: Lac du Flambeau Band	d of Lake Superio	r Chippewa Indians	
Contact Name			
5) First Name: Sarah	6) MI: E	7) Last Name: Thompson	8) Suffix:
9) Title: THPO	•		·
Dates & Response			
10) Date Contacted	11) Date	Replied 07/03/2024	
()No Reply			
() Replied/No Interest			
()Replied/Have Interest			
(🗶) Replied/Other			

 Have Indian Tribes or Native Hawaiian Organizatic significance to historic properties which may be af effects? 	ons (NHOs) been fected by the unde	identified that may attach lertaking within the APEs	religious and cultural for direct and visual	(X) <u>Y</u> es () <u>N</u> o		
2a) Tribes/NHOs contacted through TCNS Notification	n Number: _281 8	876 Nui	mber of Tribes/NHOs:			
	2b) Tribes/NHOs contacted through an alternate system:					
Tribe/NHO Contacted Through TCNS						
3) Tribe/NHO FRN:						
4) Tribe/NHO Name: Mashpee Wampanoag Tri	ibe					
Contact Name						
5) First Name: David	6) MI:	7) Last Name: Weed	den	8) Suffix:		
9) Title: THPO				•		
Dates & Response						
10) Date Contacted	11) Date	Replied				
(X)No Reply						
() Replied/No Interest						
() Replied/Have Interest						
() Replied/Other						
Tribe/NHO Contacted Through TCNS						
3) Tribe/NHO FRN:						
4) Tribe/NHO Name: Narragansett Indian Tribe	,					
Contact Name		<u>, </u>				
5) First Name: John	6) MI:	7) Last Name: Brow	/n	8) Suffix:		
9) Title: THPO						
Dates & Response		_				
10) Date Contacted	11) Date	Replied				
(X)No Reply						
() Replied/No Interest						
() Replied/Have Interest						
() Replied/Other						

 Have Indian Tribes or Native Hawaiian Organiza significance to historic properties which may be effects? 	itions (NHOs) beer affected by the un	n identified that may a ndertaking within the A	attach religious and cultural APEs for direct and visual	(X) <u>Y</u> es () <u>N</u> o
2a) Tribes/NHOs contacted through TCNS Notifica	tion Number: 28′	1876	Number of Tribes/NHOs:	
2b) Tribes/NHOs contacted through an alternate sy			Number of Tribes/NHOs: 0	
Tribe/NHO Contacted Through TCNS				
3) Tribe/NHO FRN:				
4) Tribe/NHO Name: Red Cliff Band of Lake	Superior Chipp	ewa Indians of Wi	sconsin	
Contact Name				
5) First Name: Marvin	6) MI:	7) Last Name: D	DeFoe	8) Suffix:
9) Title: THPO	•			•
Dates & Response				
10) Date Contacted	11) Dat	te Replied		
(X)No Reply				
() Replied/No Interest				
()Replied/Have Interest				
() Replied/Other				
Tribe/NHO Contacted Through TCNS				
3) Tribe/NHO FRN:	_	_		
4) Tribe/NHO Name: Sac and Fox Nation				
Contact Name				
5) First Name: Audrey	6) MI:	7) Last Name: L o	.ee	8) Suffix:
9) Title: Chief of Staff				
Dates & Response				
10) Date Contacted	11) Dat	te Replied		
(X)No Reply				
() Replied/No Interest				
() Replied/Have Interest				
() Replied/Other				

Have Indian Tribes or Native Hawaiian Organization significance to historic properties which may be affe effects?				(X) <u>Y</u> es () <u>N</u> o
2a) Tribes/NHOs contacted through TCNS Notification	Number: 28	1876	Number of Tribes/NHOs: 7	
2b) Tribes/NHOs contacted through an alternate syster	Number of Tribes/NHOs: 0			
Tribe/NHO Contacted Through TCNS				
3) Tribe/NHO FRN:				
4) Tribe/NHO Name: Wampanoag Tribe of Gay H	- lead-Aquini	nah		
Contact Name				
5) First Name: Bettina	6) MI:	7) Last Name:	Washington	8) Suffix:
9) Title: Senior Cultural Resource Monitor				
Dates & Response				
10) Date Contacted	11) Dat	te Replied	 	
(X)No Reply				
() Replied/No Interest				
() Replied/Have Interest				
() Replied/Other				

Other Tribes/NHOs Contacted

1) FCC Registration Number (FRN):								
2) Name:								
Contact Name								
3) First Name:			4) MI:	5) Last N	ame	:		6) Suffix:
7) Title:								
Contact Information								
8) P.O. Box:	And /Or	9) Str	eet Address:					
10) City:	•	•				11) State:	12) Zip Code	:
13) Telephone Number:				14) Fa	ιχ Νι	ımber:		
15) E-mail Address:				<u> </u>				
16) Preferred means of communication	:							
() E-mail								
() Letter								
() Both								
Dates & Response								
17) Date Contacted	_		18) Date R	Replied				
() No Reply								
() Replied/No Interest								
() Replied/Have Interest								
() Replied/Other								

Historic Properties

Properties Identified			_		
1) Have any historic properties been identified within the APEs for direct and visual eff	ect?		(x	() <u>Y</u> es () <u>N</u> o
Has the identification process located archaeological materials that would be direct cultural or religious significance to Tribes/NHOs?	e of	() <u>Y</u> es (X) <u>N</u> o	
3) Are there more than 10 historic properties within the APEs for direct and visual effe If "Yes", you are required to attach a Cultural Resources Report in lieu of adding the			(X) <u>Y</u> es () <u>N</u> o
Historic Property					
4) Property Name:					
5) SHPO Site Number:					
Property Address					
6) Street Address:					
7) City:	8) State:	9) Zip C	ode:		
10) County/Borough/Parish:	_				
Status & Eligibility					
11) Is this property listed on the National Register?					
Source:			() <u>Y</u> es() <u>N</u> o
12) Is this property eligible for listing on the National Register?					
Source:			() <u>Y</u> es () <u>N</u> o
13) Is this property a National Historic Landmark?			() <u>Y</u> es () <u>N</u> o
14) Direct Effects (Select One):					
() No Effect on this Historic Property in APE					
() No Adverse Effect on this Historic Property in APE					
() Adverse Effect on this Historic Property in APE					
15) Visual Effects (Select One):					
() No Effect on this Historic Property in APE					
() No Adverse Effect on this Historic Property in APE					

) Adverse Effect on this Historic Property in APE

Local Government Involvement

Local Government Agency									
1) FCC Registration Number (FRN):									
2) Name: Cambridge Historical Co	mmiss	sion							
Contact Name									
3) First Name: Charles	3) First Name: Charles 4) MI: 5) Last Name: Sullivan 6) Suffix:								
7) Title: Executive Director									
Contact Information	_	_							
8) P.O. Box:	And /Or	9) Str	eet Address: 8	31 Massachu	ısetts Avenue, 2nd F	loor			
10) City: Cambridge					11) State: MA	12) Zip Code:	02139		
13) Telephone Number: (617)349-468 :	3			14) Fax Nı	umber:				
15) E-mail Address: histcomm@cam	bridge	ma.go	v						
16) Preferred means of communication:									
()E-mail									
(X) Letter									
() Both									
Dates & Response									
17) Date Contacted 07/05/2024			18) Date R	Replied					
(χ)No Reply									
() Replied/No Interest									
() Replied/Have Interest									
() Replied/Other									
Additional Information									
19) Information on local government's rol	le or inte	erest (or	otional):						

Other Consulting Parties

Other Consulting Parties Contacted	l	Other Cons	suiting i air				
1) Has any other agency been contacted	and inv	ited to become a consul	ting party?			(X) <u>Y</u> es () <u>N</u> o
Consulting Party							
2) FCC Registration Number (FRN):							
3) Name: City of Cambridge Plann	ing Bo	ard					
Contact Name							
4) First Name: Mary		5) MI:	6) Last Name	: Flynn		7) Suffix:	
8) Title: Chair						•	
Contact Information	•						
9) P.O. Box:	And /Or	10) Street Address: 3	44 Broadwa	у			
11) City: Cambridge				12) State: MA	13) Zip C	Code: 02139	
14) Telephone Number: (617)349-4000)		15) Fax Nı	umber:	•		
16) E-mail Address: planningboardc	ommei	nt@cambridgema.go	ov.				
17) Preferred means of communication:							
() E-mail							
(X) Letter							
() Both							
Dates & Response							
18) Date Contacted 07/05/2024		19) Date Ro	eplied				
(X) No Reply							
() Replied/No Interest							
() Replied/Have Interest							
() Replied/Other							
Additional Information							
20) Information on other consulting partie	es' role o	or interest (optional):					

Other Consulting Parties

Other Consulting Parties Contacted		Other Cons	suiting i an				
1) Has any other agency been contacted	and inv	ited to become a consul	ting party?			(X) <u>Y</u> es () <u>N</u> o
Consulting Party							
2) FCC Registration Number (FRN):							
3) Name: History Cambridge							
Contact Name							
4) First Name: Marieka		5) MI:	6) Last Name	: Van Damme		7) Suffix:	
8) Title: Executive Director							
Contact Information							
9) P.O. Box:	And /Or	10) Street Address: 1	59 Brattle S	treet			
11) City: Cambridge				12) State: MA	13) Zip C	Code: 02138	
14) Telephone Number: (617)547-4252	2		15) Fax Nı	umber:	•		
16) E-mail Address: info@historycan	nbridg	e.org	•				
17) Preferred means of communication:							
() E-mail							
(X) Letter							
() Both							
Dates & Response							
18) Date Contacted 07/05/2024		19) Date Re	eplied				
(X) No Reply							
() Replied/No Interest							
() Replied/Have Interest							
() Replied/Other							
Additional Information							
20) Information on other consulting partie	es' role o	or interest (optional):					

Designation of SHPO/THPO

1) Designate the Lead State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) based on the location of the tower/collocation.

SHPO/THPO
Name: Massachusetts Historical Commission
2) You may also designate up to three additional SHPOs/THPOs if the APEs include multiple states. If the APEs include other countries, enter the name of the National Historic Preservation Agency and any state and provincial Historic Preservation Agency
SHPO/THPO Name:
SHPO/THPO Name:
SHPO/THPO Name:
Certification
I certify that all representations on this FCC Form 621 Submission Packet and the accompanying attachments are true, correct, and complete.

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

MI:

Party Authorized to Sign

Signature: Daniel Feldmann

First Name: Daniel

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

Last Name: Feldmann

14 of 15 FCC Form 621

Suffix:

07/05/2024

Date:

Attachments:

Туре	Description	Date Entered
Additional Site Information	<u>Project Summary</u>	07/03/2024
Resumes/Vitae	a - Resumes (Gallagher Dickson)	07/03/2024
Map Documents	<u>b1 - Site Maps</u>	07/03/2024
Photographs	<u>b2 - Site Photos</u>	07/03/2024
Other	<u>b3 - Site Plans</u>	07/03/2024
Historic Properties for Direct Effects	c1 - Direct APE Summary	07/03/2024
Historic Properties for Visual Effects	c2 - Indirect APE Summary	07/03/2024
Cultural Resources Report	c3 - Cultural Resource Report	07/03/2024
Local Government Involvement	e - CLG Involvement	07/03/2024
Public Involvement	f - Interested Party Involvement	07/03/2024
Public Involvement	g - Public Notice	07/03/2024
Area of Potential Effects	c4 - APE Maps	07/05/2024
Tribal/NHO Involvement	<u>d - Tribal Involvement</u>	07/05/2024



Joseph C Gallagher, AIA, NCARB, LEED Green Assoc. Lead Architect + Architectural Business Development

Education

Temple University - Philadelphia, PA

Master's Degree in Architecture - May 2012

Roger Williams University - Bristol, RI

Bachelor of Science in Architecture - May 2010 Minor in Art & Architectural History, Minor in Business + Marketing

<u>Architecture/Design Accomplishments</u>

Memberships & Certifications

- ARCHITECTURAL LICENSURE
 - o COLORADO (ARC.00406333)
 - o FLORIDA (AR100799)
 - o Illinois (001.025137)
 - o Indiana (AR1200072)
 - o Iowa (ARC07914)
 - MINNESOTA (58132)
 - NEBRASKA (A-5230)
 - o New Jersey (21AI02174400)
 - NEW MEXICO (00614)
 - Оню (ARC.2118287)
 - o Pennsylvania (RA409121)
 - WISCONSIN (12901-5)
 - o Arizona, Connecticut, New York
- NCARB CERTIFICATION
 - 0 97448
- AIA member
 - o Philadelphia, PA Chapter (May 2012 August 2016)
 - o Wisconsin Chapter (Aug 2016 Present)
- LEED Green Associate (2014 Present)
- Member of National Trust for Historic Preservation (2012 Present)

Representative Historical Work/Experience

Department of Facilities Development - Madison, WI

- Responsible for Architectural drawings as part of sprinkler & fire protection project
- Architectural Consultant to CMG Engineering + Coordination with WI SHPO

Myles Development Company - West Chester, PA

Contributed to all phases of design for adaptive reuse of Farmers & Mechanics Building

• Coordination of all SHPO requirements for state of PA

Presented at various WC HARB, Planning Commission & Borough Council Meetings

John James Audubon Center at Mill Grove - Audubon, PA

^`, '% ', **&**'‴',

- Served as the lead designer on winterization of existing pavilion at historic Audubon property
- Responsible for all aspects of project from schematic design through construction administration
- Various presentations with Audubon Society + Local historical society

Borough of Lansdale - Lansdale, PA

- Part of Lead Design team for both projects
- 311 Performing Arts turned historic Lansdale Masonic Lodge into Performing Arts Center
 - o Façade restoration effort working with state SHPO
- Lansdale Municipal Building Preserved historic post office/courthouse façade and 'inserted' modern design into its walls
 - Shored up existing walls in place to maintain historic Lansdale presence as mask to modern interior + addition
- Presented to Lansdale Borough Council, Local community and Historical society

Moland House - Hartsville, PA

- Member of Warwick Historical Society from 2008-2016
- Assisted with both documentation and physical restoration efforts of the Moland House; George Washington's Headquarters during the winter at Valley Forge
 - o With Greenside Interiors + John Milner Architects

RANDY R. DICKSON M.S. R.P.A. MIDWEST ARCHAEOLOGICAL CONSULTANTS, INC.

Education

Master of Science - Anthropology = University of Wisconsin at Milwaukee (2002)

Graduate Studies in Anthropology University of Iowa (1988 to 1997)

Bachelor of Arts - BGS with concentration in Anthropology = University of Iowa (1987)

Professional Organizations

American Cultural Resources Association.

Association of Iowa Archaeologists.

Crossroads at Big Creek: Principal Investigator, Lead Archaeologist.

Ohio Historic Society List of Professional Consultants.

Michigan Historic Society List of Professional Consultants.

Register of Professional Archaeologists.

Wisconsin Historic Society List of Professional Consultants.

Wisconsin Archaeological Survey: Guidelines Committee Member and President of Outreach Committee.

Wisconsin Archaeological Society.

Selected Professional Experience – Historic & Prehistoric Archaeology

Date	Agency or Company	Level of Investigation	Location
1980 to 1983	University of Texas, Austin, Texas	Phase I & II	San Marcos, and Georgetown, Texas; (San Gabriel and Guadalupe Rivers)
September to November 1989	Department of Transportation	Phase I	Polk County, Iowa
December 1989	Department of Transportation	Phase I	Ainsworth, Iowa and Mount Pleasant, Iowa
April to July 1990	Federal Energy Regulatory Commission	Phase I & II for a 212- mile gas pipeline project	Ventura to Burlington, Iowa
September to October 1990	U.S. Army Corps of Engineers	Phase I (various reservoir projects)	Vilas, Oneida and Iron Counties, Wisconsin
October 1990	Department of Natural Resources	Oneonta Burials (47LC-447)	La Crosse, Wisconsin
November to December 1990	Federal Energy Regulatory Commission	Phase I & II for a 212- mile gas pipeline project	Ventura to Burlington, Iowa
May to June 1992	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Schuyler County, Illinois
1992	American Resource Group, LTD	Phase I	Polk County, Iowa

Date	Agency or Company	Level of Investigation	Location
May 1994	Department of Transportation	Phase I & II	Polk County, Iowa
June to July 1994	U.S. Army Corps of Engineers	Phase I & II	Monroe, Missouri
October to December 1994	Black Beauty Coal Company	Phase I & II	Gibson and Vigo Counties, Indiana
April 1995	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Marion, Illinois
May 1995	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Lake Carlyle, Illinois
May 1995	Department of Natural Resources	Phase I	Crab Orchard, Illinois
June 1995	Black Beauty Coal Company	Phase I & II	Davies, Knox, Gibson and Pike Counties, Indiana
September 1995	U.S. Army Corps of Engineers	Phase I & II	Lake Red Rock, Iowa
October to November 1995	Department of Transportation	Phase I & II	Camp Dodge, Johnston, Iowa
May to June 1996	Federal Energy Regulatory Commission	Phase I & II	Riverside, Iowa
August 1998	United States Department of Agriculture - Rural Development	Phase I & II (water transmission lines)	Wapello County, Iowa
August 1998	United States Department of Agriculture - Rural Development	Phase I & II (water transmission lines)	Boone, County, Iowa
November 1999	Department of Transportation	Phase I	Waupaca, Wisconsin
December 1999	Department of Natural Resources	Phase I	Kenosha, Wisconsin
May to August 2000	Teaching Assistant at University of Wisconsin - Milwaukee	Oneonta Village (47JE-904)	Lake Koshkonong, Wisconsin
September to November 2000	Wisconsin Department of Transportation - Historic Resources Management Services	Phase III (47DR-432)	Door County, WI
November 2000	Federal Aviation Administration	Phase I	Waupaca, Wisconsin
May to August 2001	Department of Transportation	Phase II (47DR-244)	Door County, Wisconsin

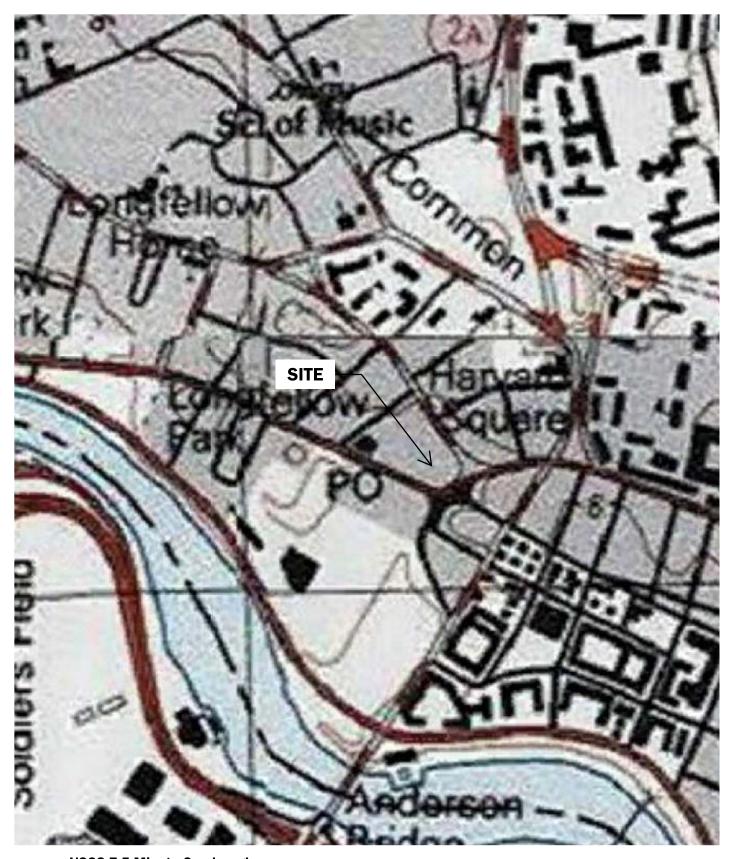
Date	Agency or Company	Level of Investigation	Location
May to December 2002	Department of Transportation	Phase II & III (47DR-432 and 47KE-9)	Door County and Kewaunee County, Wisconsin
June 2003	Department of Transportation	Phase I	Waupaca, Wisconsin
June to September	Department of Transportation	Phase II & III (47EC-78)	Eau Claire, Wisconsin
November to December 2004	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Boone, County, Iowa
April 2005	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Boone, County, Iowa
2005	Federal Communications Commission	Phase I	Iowa, Wisconsin and Minnesota
2006	Federal Communications Commission	Phase I	Iowa, Michigan, Wisconsin and Minnesota
February to March 2006	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Webster, County, Iowa
November 2006	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Calhoun County, Iowa
December 2006	Department of Transportation	Phase I	Portage County, Wisconsin
2007	Federal Communications Commission	Phase I	Illinois, Ohio, Iowa, Michigan, Wisconsin and Minnesota
June 2007	United States Department of Agriculture - Rural Development	Phase I (water transmission lines)	Calhoun County, Iowa
2008	Federal Communications Commission	Phase I	Missouri, South Dakota, Illinois, Ohio, Iowa,
January- December 2008	Housing & Urban Development	Phase I	Wisconsin & Iowa
June 2008	Federal Energy Regulatory Commission	Archaeological Monitoring	Minnesota
2009	Federal Communications Commission	Phase I	Missouri, South Dakota, Illinois, Ohio, Iowa, Michigan, Wisconsin and Minnesota

Date	Agency or Company	Level of Investigation	Location
March to December 2009	Department of Transportation	Phase I & II (47GL-281)	Door, Green Lake, and Juneau County, Wisconsin
January 2007	United States Department of Agriculture - Rural Development	Archaeological Monitoring	Sauk County, Wisconsin
September- October 2010	Housing & Urban Development	Phase I	Polk County, Iowa
March to December 2010	Natural Resource Conservation Service	Phase I	Wisconsin
2010	Federal Communications Commission	Phase I	Missouri, South Dakota, Illinois, Ohio, Iowa, Michigan, Wisconsin and Minnesota
2012	United States Department of Agriculture - Rural Development	Archaeological Monitoring and Phase I & II (water transmission lines)	Wisconsin
2012	Housing & Urban Development	Phase I	Polk County, Iowa
2012	Natural Resource Conservation Service	Phase I	Wisconsin
2013	Federal Communications Commission	Phase I & II	Missouri, South Dakota, Illinois, Ohio, Iowa, Michigan, Wisconsin and Minnesota
2013	United States Department of Agriculture - Rural Development	Archaeological Monitoring and Phase I & II (water transmission lines)	Wisconsin
2013	Housing & Urban Development	Phase I	Wisconsin
2013	Federal Energy Regulatory Commission	Phase I for 102 miles of transmission lines	Iowa
2014	Federal Communications Commission	Phase I & II Colorado, Id Wisconsin, Michigan ar Illinois	
2014	United States Department of Agriculture - Rural Development	Phase I & II (water transmission lines)	Wisconsin

Date	Agency or Company	Level of Investigation	Location
2014	Housing & Urban Development	Phase I	Polk County, Iowa
2014	Natural Resource Conservation Service	Phase I	Wisconsin
2015	Federal Communications Commission	Phase I & II	lowa, Wisconsin, Michigan, Illinois Minnesota, Missouri, Ohio, Maryland, Massachusetts, Pennsylvania and Texas
2015	United States Department of Agriculture - Rural Development	Phase I & II (water transmission lines)	Wisconsin
2015	Public Outreach	Phase I & II (47DR-0035 & 47DR- 0428)	Door County, Wisconsin
2016	Rural Electric Cooperative	Phase I	lowa
2016	Housing & Urban Development	Phase I	Outagamie and Winnebago Counties, Wisconsin
2016	Federal Communications Commission	Phase I & II	Iowa, Wisconsin, Michigan, Illinois Minnesota, Missouri, Ohio, Maryland, Massachusetts, Pennsylvania and Texas
2016	Public Outreach	Phase I & II (47DR-0035 & 47DR-0428)	Door County, Wisconsin
2017	Federal Communications Commission	Phase I & II	lowa, Wisconsin, Michigan, Illinois Minnesota, Missouri, Ohio, Maryland, Massachusetts, Pennsylvania and Texas
2017	Department of Natural Resources	Phase I	Manitowoc County, Wisconsin
2017	United States Department of Agriculture - Rural Development	Phase II (water transmission lines)	Monroe, County, Wisconsin

Randy R. Dickson Page 6

Date	Agency or Company	Level of Investigation	Location
2017	Public Outreach	Phase I & II (47DR-0035 & 47DR-0428)	Door County, Wisconsin



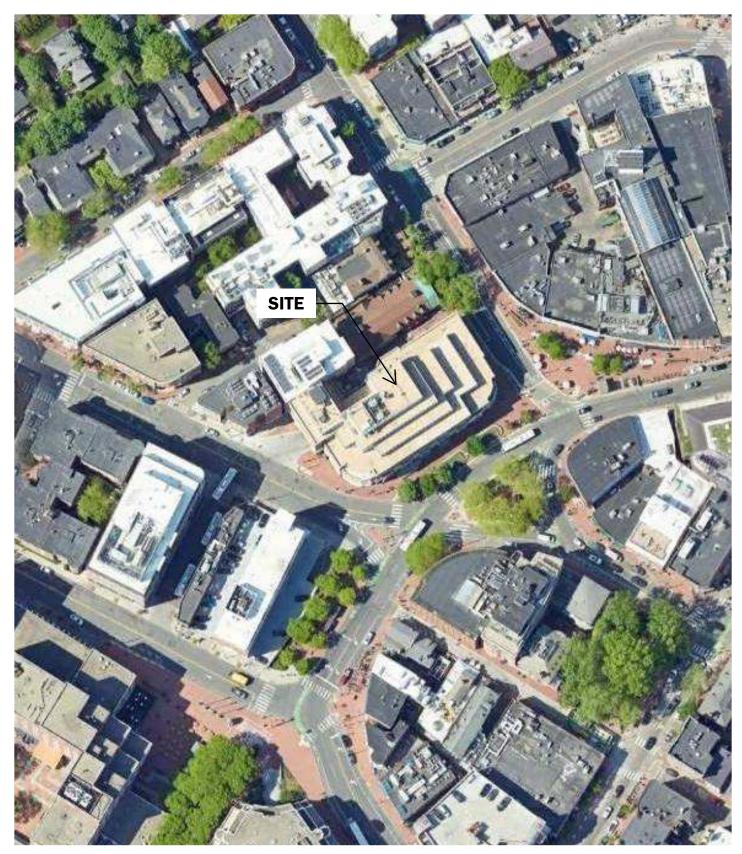
USGS 7.5-Minute Quadrangle

BOBOS00341B (BOBOS00341B) 1 Brattle Square Cambridge, Massachusetts 02138 Middlesex County

Source: Google Earth







Aerial Photograph

BOBOS00341B (BOBOS00341B) 1 Brattle Square Cambridge, Massachusetts 02138 Middlesex County









1. View of the host structure facing north from Eliot Street within the Harvard Square Historic District (Boundary Expansion).



2. View of the host structure facing northwest from Brattle Street within the Harvard Square Historic District (Boundary Expansion).





3. View of the host structure facing south from Church Street within the Harvard Square Historic District (Boundary Expansion).



By Elijah. Luutu at 1:13 pm, Jan 22, 2024

APPROVED

SCOPE OF WORK

DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE LITLETON, CO 80120

APPLICANT:

BC SP 9 OBS PROPERTY LLC 1 BRATLE SQ, CAMBRIDGE, MA 02138

PROPERTY OWNER: ADDRESS:

PROJECT DIRECTORY

SITE INFORMATION

ONTRACTOR SHALL UTLZE SPECIFIED EQUIPALENT PART OR ENGINEER. THE PROJECT GENERALLY CONSESTS OF THE FOLLOWING:

TOWER APP NUMBER:

COUNTY:

TOWER CO SITE ID:

STRUCTURE TYPE:

wireless..

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RICHARD MCTORIEN INDURINGO WCTORIEN, INDOLNOU, DISH, COM KRISTEN LEDUC SITE ACQUISITION: CONSTRUCTION RF ENGINEER: 42' 22' 23.944" N 42.373318 N 71' 07' 17.378" W 71.121494 W CAMBRIDGE, MA EVERSOURCE/NSTAR MAP 168 LOT 36 BUSINESS B 9 LONGITUDE (NAD 83): ZONING JURISDICTION: CONSTRUCTION TYPE: TELEPHONE COMPANY LATITUDE (NAD 83): OCCUPANCY GROUP: ZONING DISTRICT: PARCEL NUMBER: POWER COMPANY:

MARKET

DIRECTIONS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES. AS ADOPTED BT THE COLOUR GORDENIAN ALTHORNES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO THE FOLLOWING.

MASSACHUSETTS CODE COMPLIANCE

CAMBRIDGE, MA 02138 **1 BRATTLE SQUARE**

DISH Wireless L.L.C. SITE ADDRESS:

BOBOS00341B DISH Wireless L.L.C. SITE ID:

STATE BUILDING CODE, 9TH EDITION (780 CAR)/2015 IBC W/ AMENDMENTS YMNICAL CODE 2015 OF MASSACHUSETTS/2015 IMC W/ AMENDMENTS ELECTRICAL CODE/2023 NEC W/ AMENDMENTS

SHEET INDEX

SHEET TITLE

SHEET NO.

EQUIPMENT PLATFORM AND H-FRAME DETAILS
EQUIPMENT DETAILS
EQUIPMENT DETAILS

BUILDING PLAN
ANTENNA PLAN, ELEVATION AND SCHEDULE
BUILDING ELEVATION

1212

DIRECTIONS FROM BOSTON, LOGAN AIRPORT:

LED, NORMEST, THAN LET, TONN RENT TOWNED LOGAN MENORM, WKY, TURN RENT ONTO LOGAN
MENDICAL, WKY, THAN LET ORTO HOTE, DR. TURN RENT ONTO TRANSPORTION WAY TOWNED AIRPORT
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TOWNED CHARGES, THAN SLIGHTY RENT ONTO CAMPRIDE ST, CONTINE ON RORR ST, TURN LETT ONTO
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DRAWN BY: CHECKED BY: APPI

VICINITY MAP

NSB

RFDS REV # CWE

REV DATE DESCRIPTION

0 01/11/24 ISSUED FOR CONSTRUCTION

CONSTRUCTION
DOCUMENTS





GROUNDING PLANS AND NOTES GROUNDING DETAILS GROUNDING DETAILS

RF CABLE COLOR CODE

RF-1

UNDERGROUND SERVICE ALERT - 811 DIG SAFE UTILITY NOTIFICATION CENTER OF MASSACHUSETTS (888) 344-7233 WWW.DIGSAFE.COM



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1 BRATTLE SQUARE CAMBRIDGE, MA 02138

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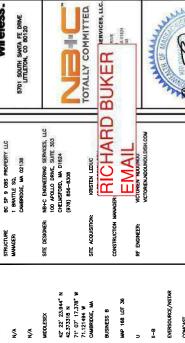
THE FIGURY IS UNMANNED AND NOT FOR HUMAN HABITRON, A TECHNICAN WILL NOT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SOMMEDANT DISTINBANCE, OF FFFECT ON TOWARDS, NO SWINGEY SERVER SERVER, POTHALE WITER, ON THOSH DISPOSAL IS REQUIRED AND NO COMMERN SOWARDS. FOR PROJECTS. GENERAL NOTES

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

ANTENNA BALLAST FRAME & CONCEALMENT PLAN CONNECTION DETAILS & CONCEALMENT ELEVATION BILL OF MATERIALS

LEGEND AND ABREDATIONS
RF SIGNAGE
GENERAL NOTES
GENERAL NOTES
GENERAL NOTES
PAIL CHECKLIST & NOTES

CONTRACTOR SHALL VERIEY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIVIELY NOTIVE TRAINER WRITING OF ANY DISCREPANCES BEFORE THE WORK.

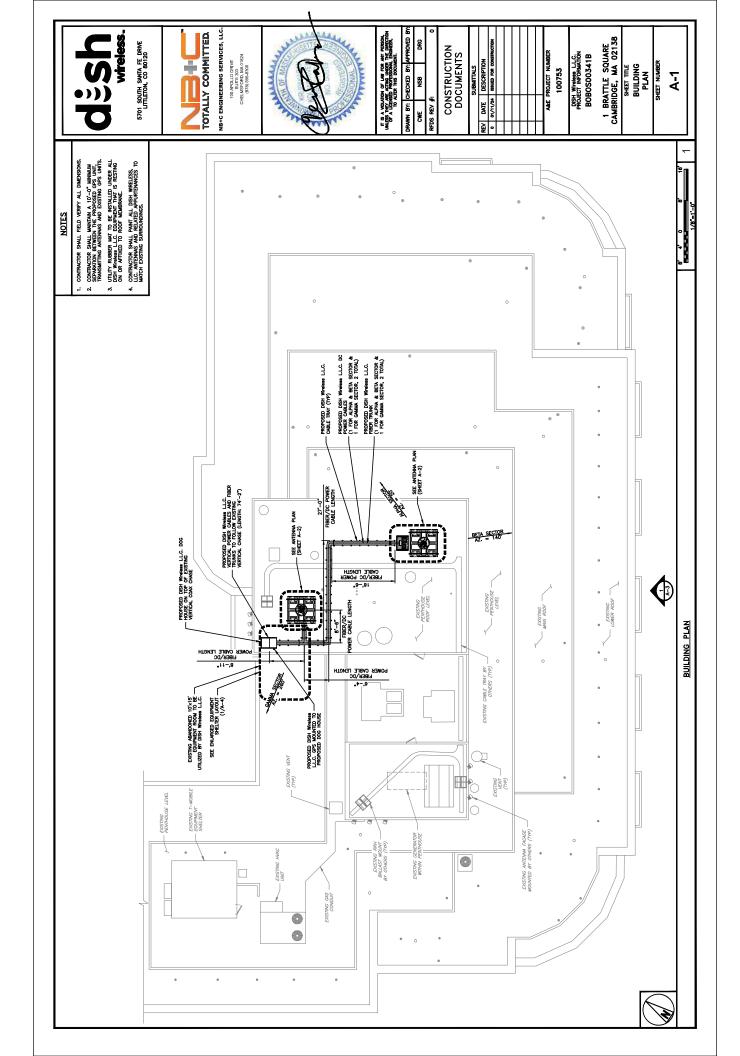


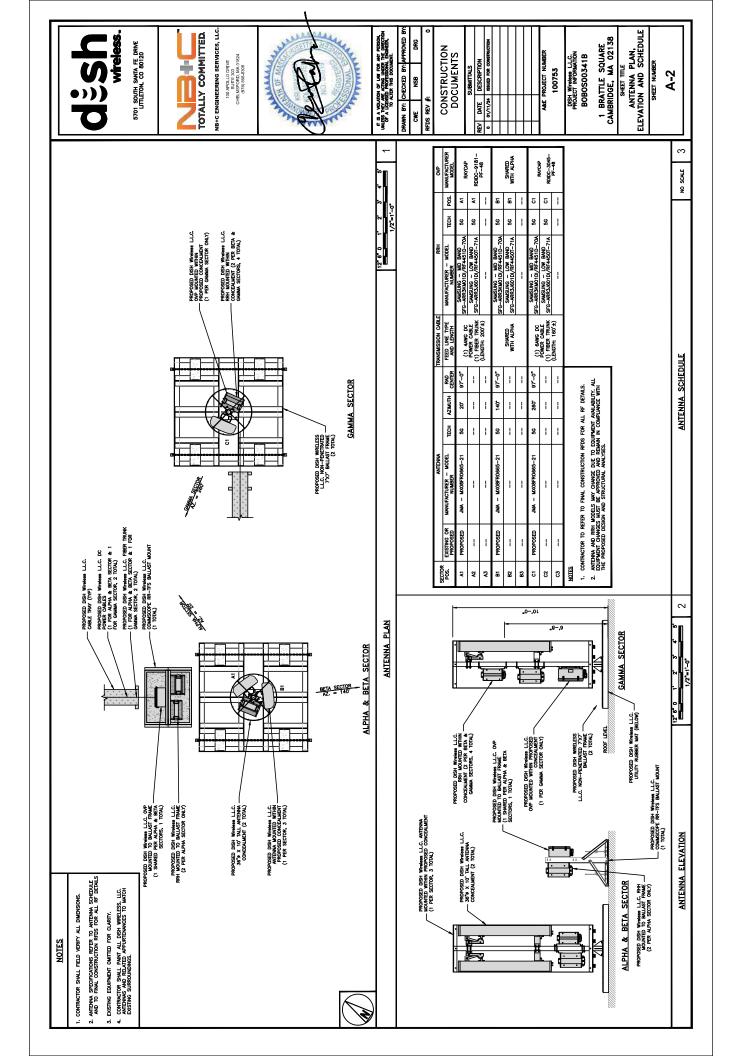


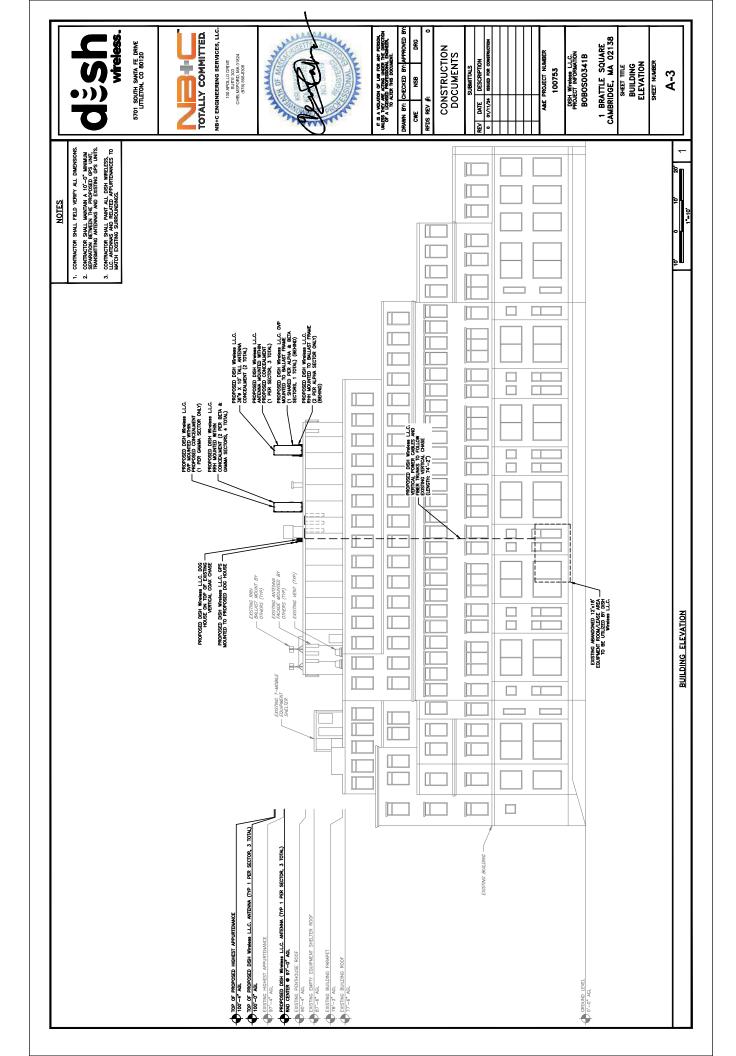
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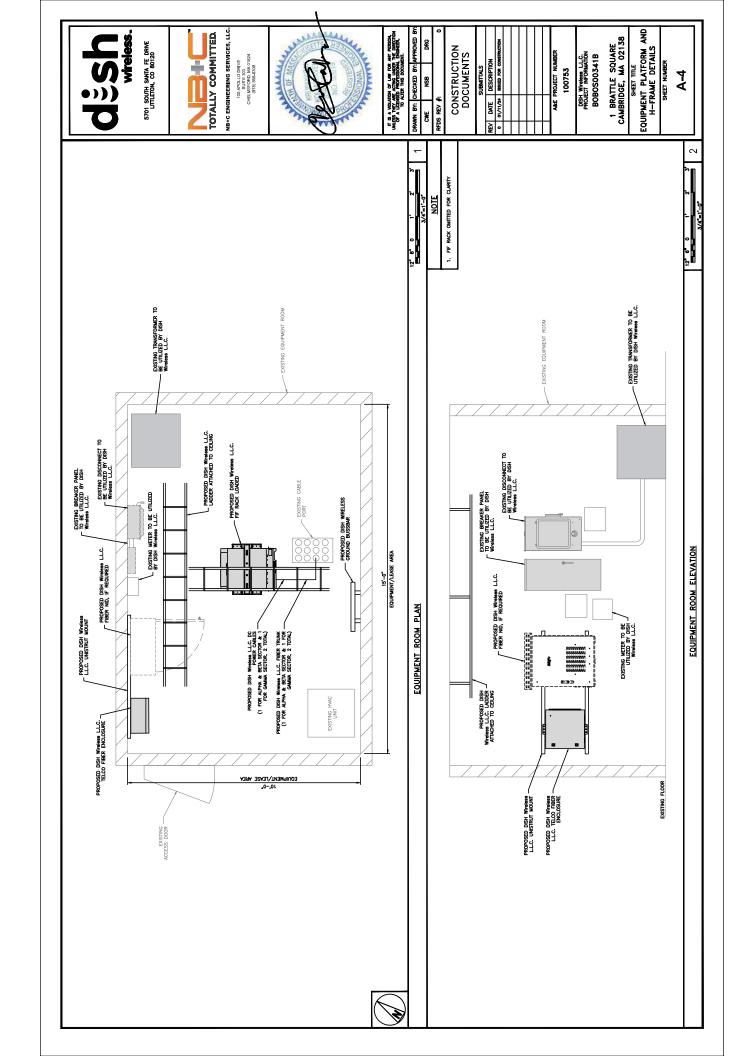
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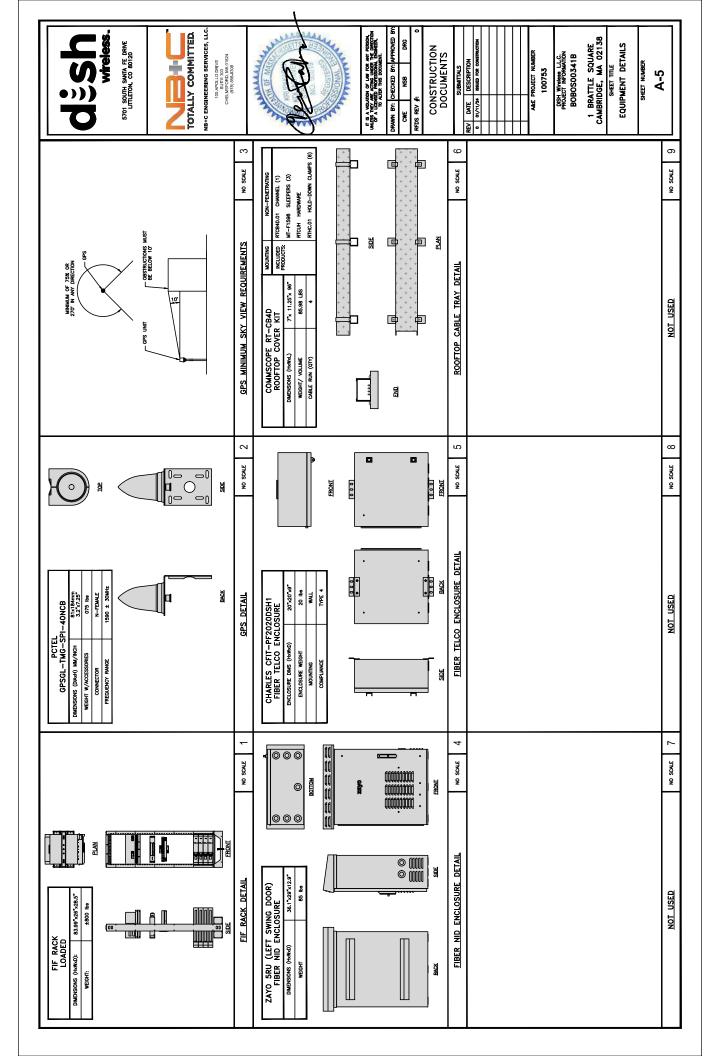
DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B

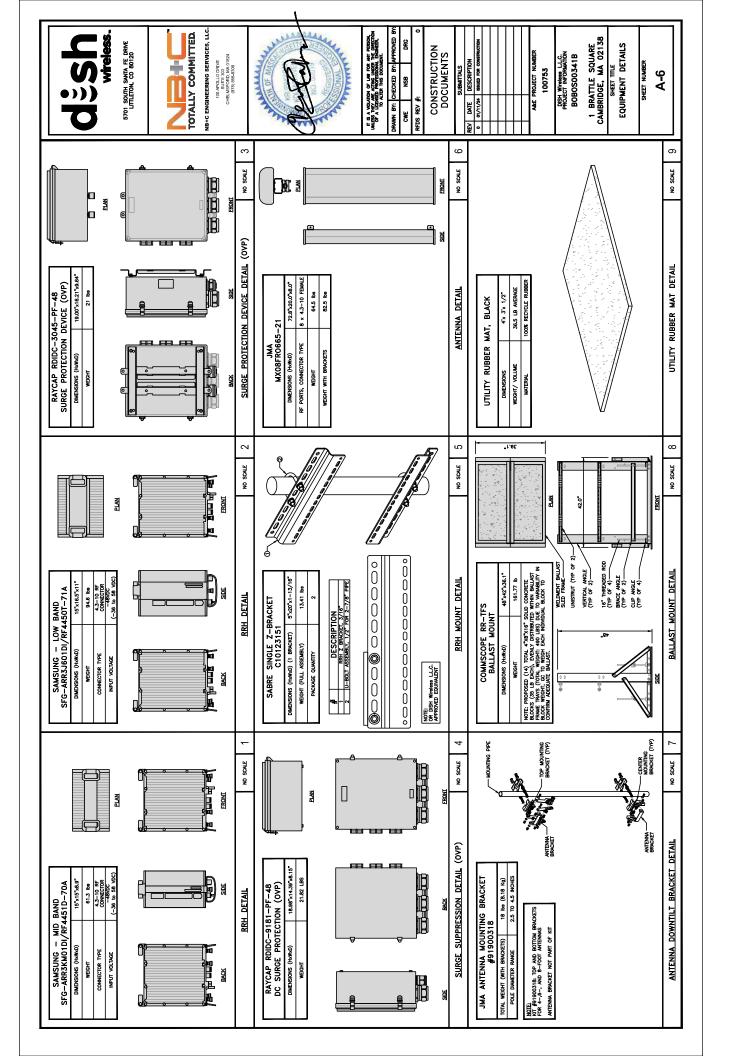


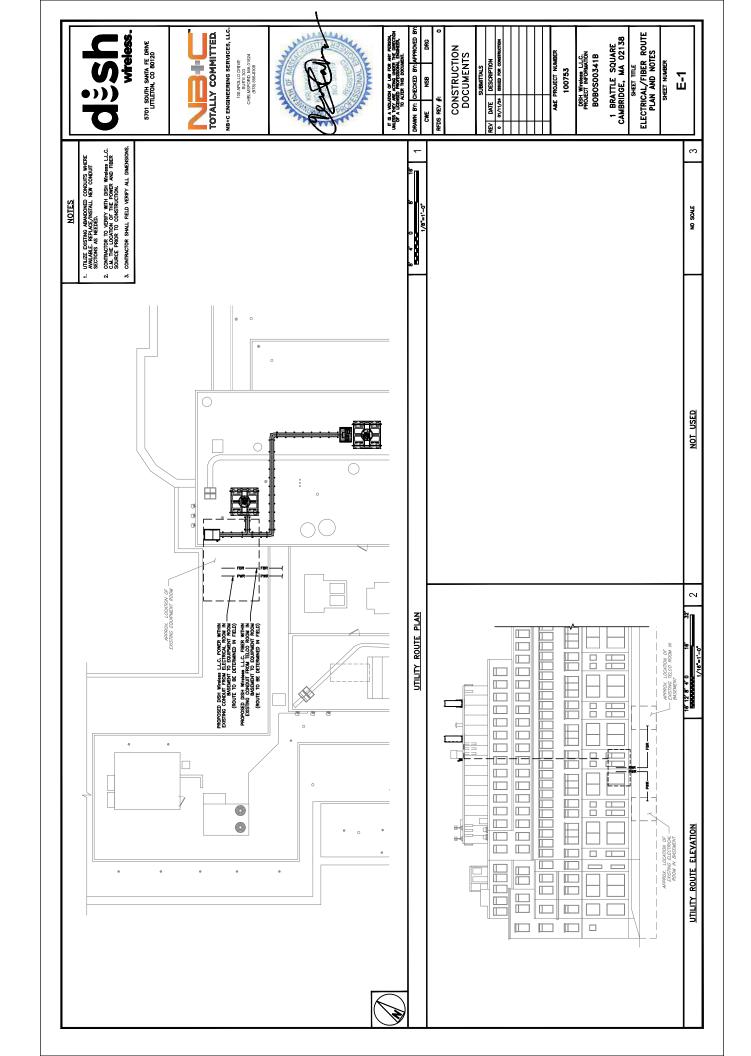


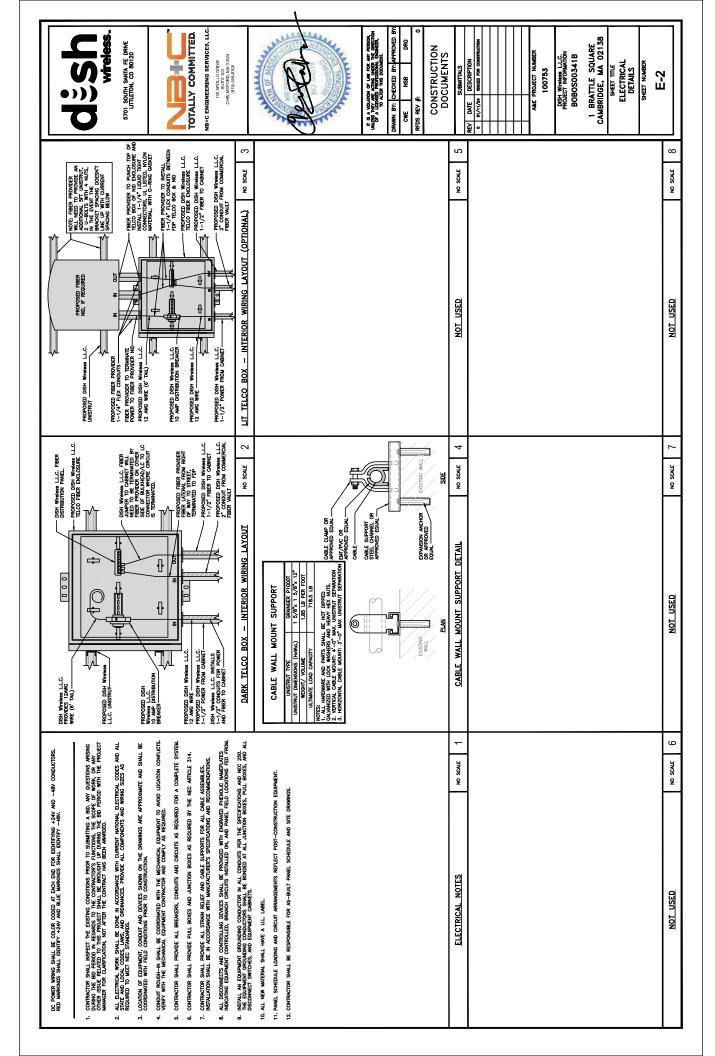


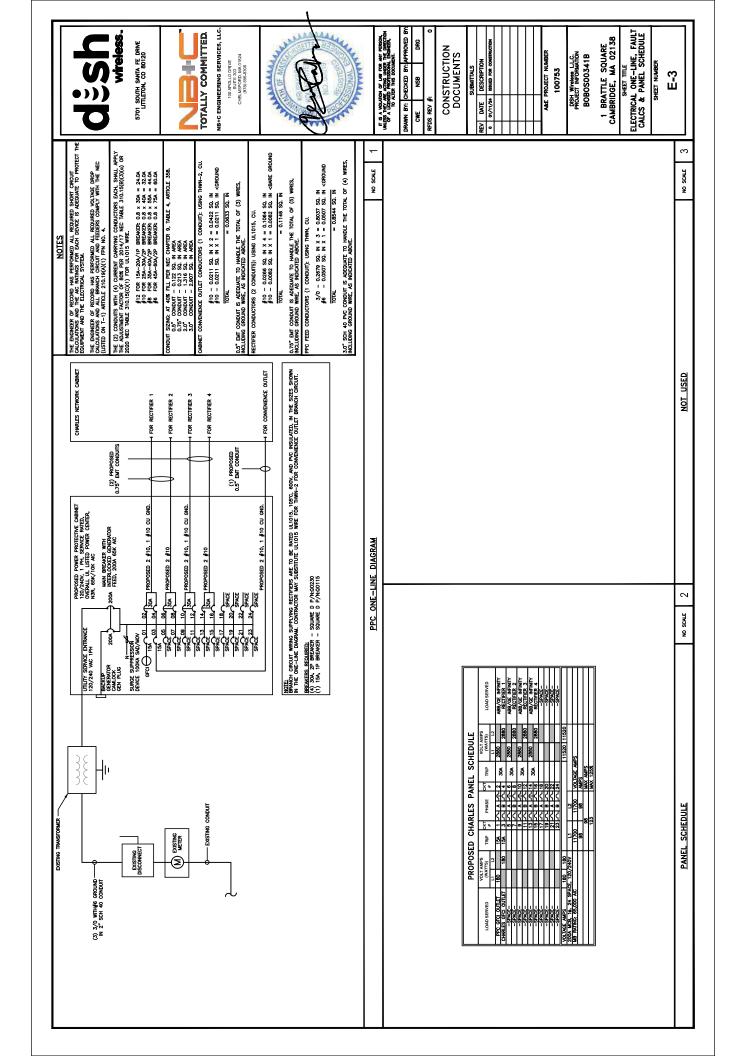


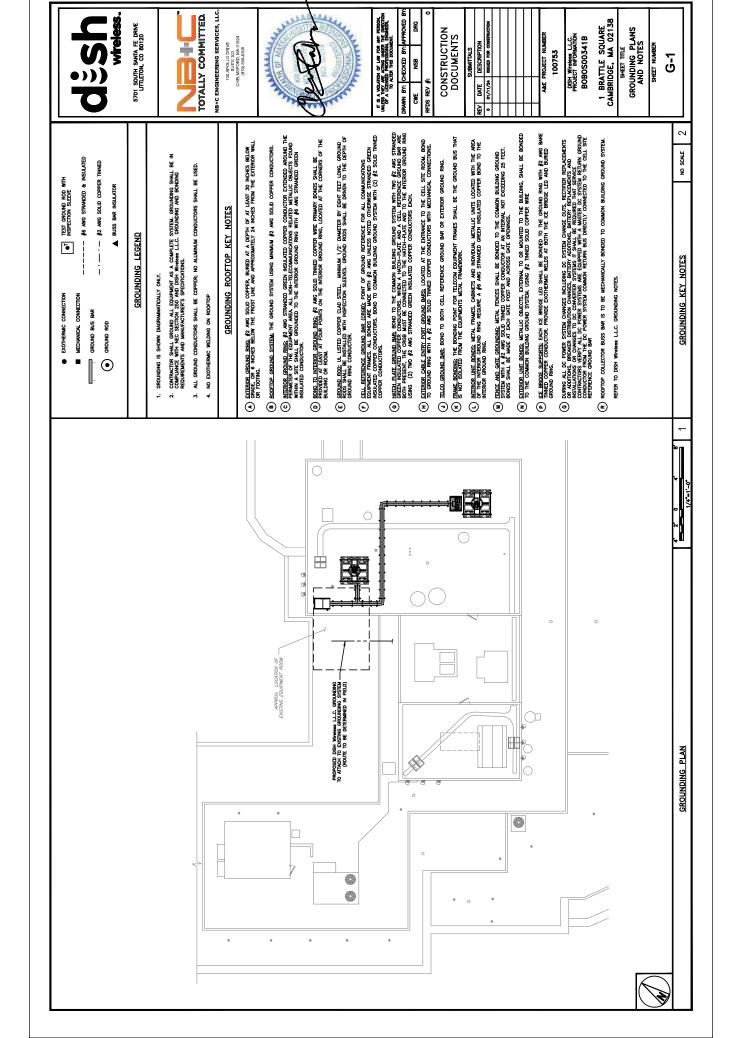


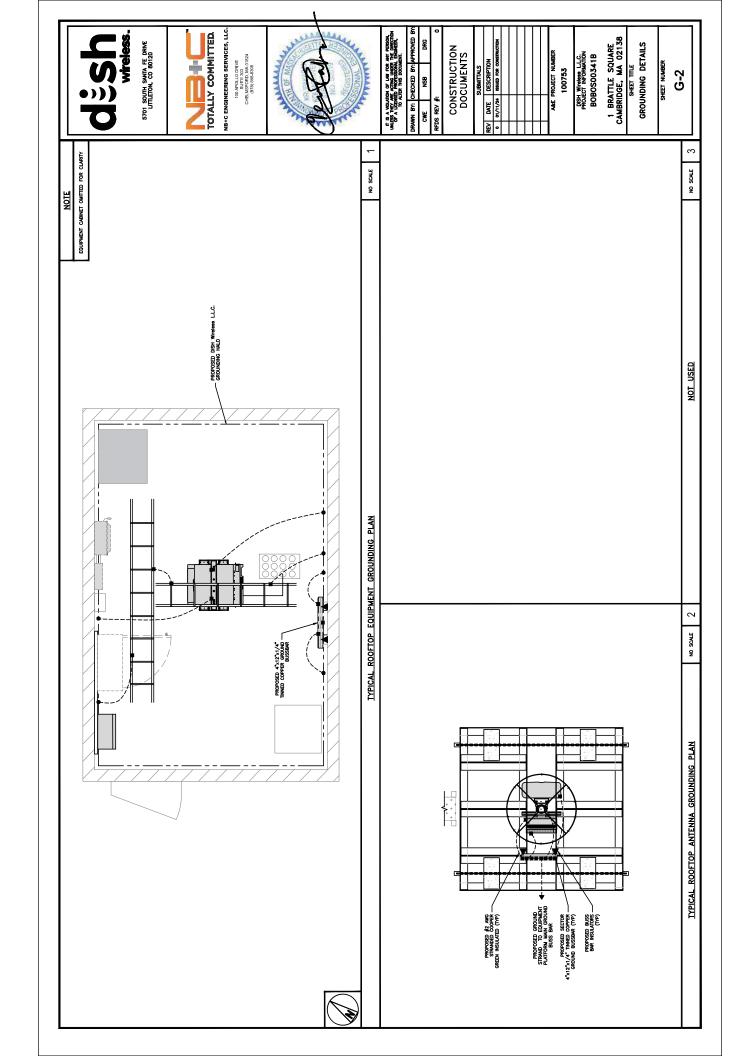


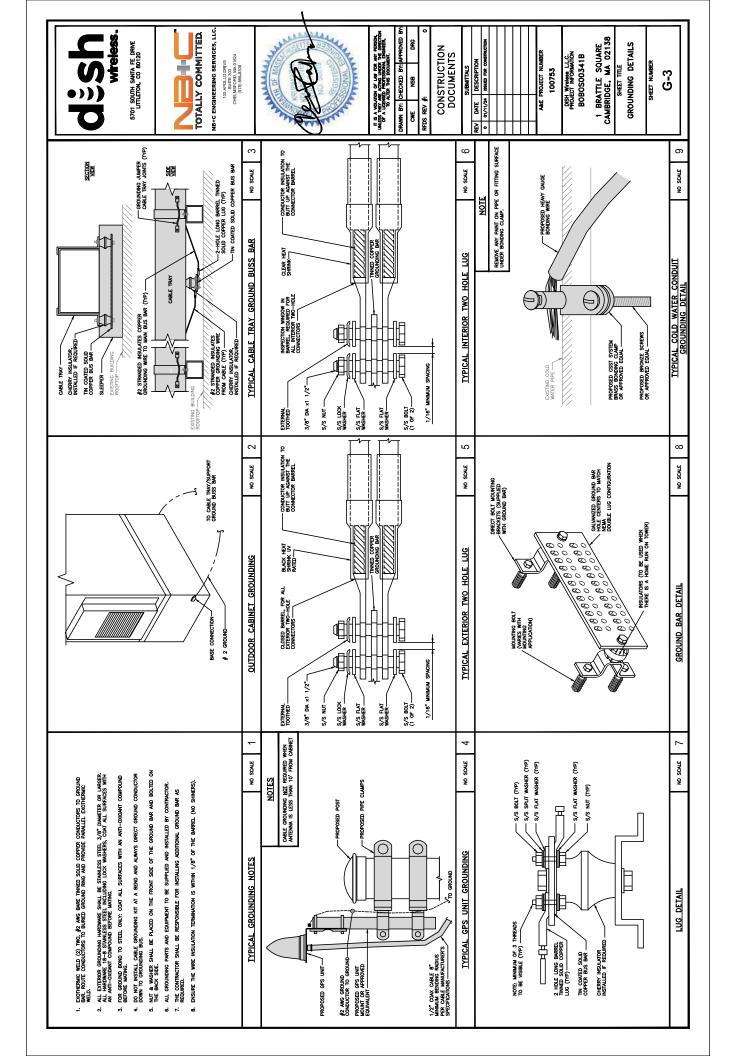


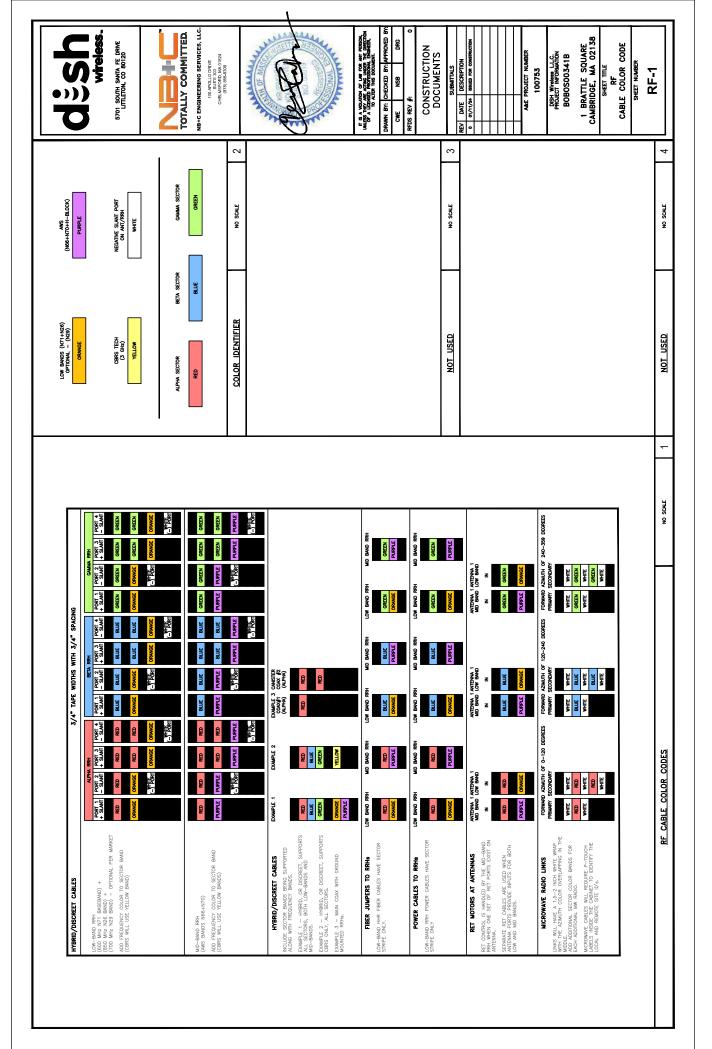


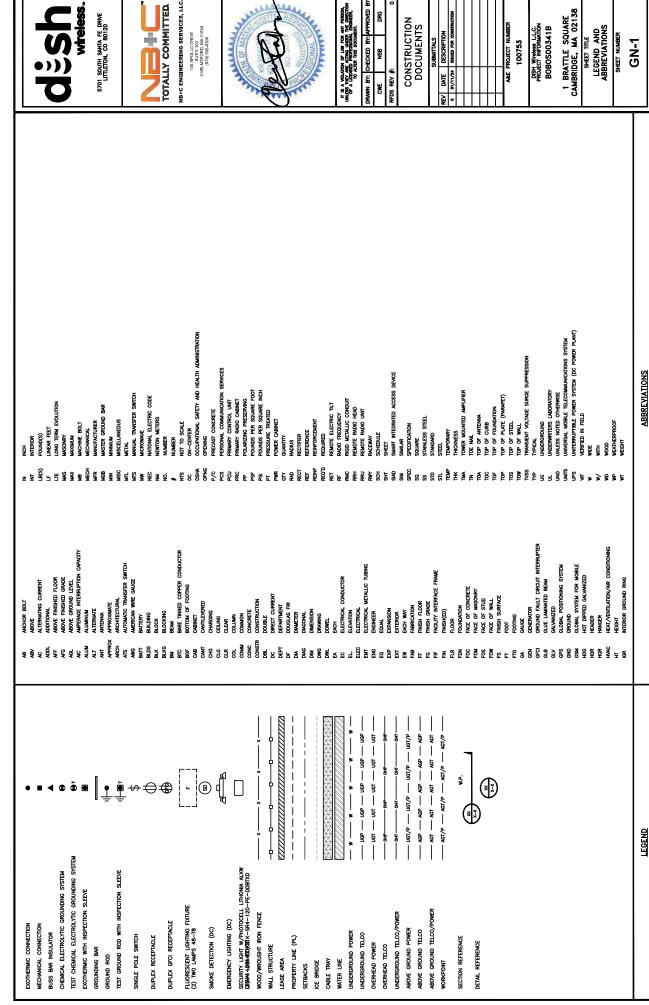














5701 SOUTH SANTA FE DRIVE LITLETON, CO 80120



NB+C ENGINEERING SERVICES, LLC.



100 APOLLO DRIVE SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308





IT IS A VOLATION OF LUN FOR ANY PERSON, UNLESS THEY ARE AFFORESSIONAL BIGNEED, TO A LIES THIS DOCUMENT.

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CONSTRUCTION DOCUMENTS

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	DATE	

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A&E PROJECT NUMBER

DISH Wireless L.L.C. PROJECT INFORMATION BOBOSO0341B

GN-1

		SIGN TYPES
YPE	COLOR	COLOR CODE PURPOSE
RMATION	GREEN	"INFORMATIONAL SIGN" TO NOTIFY OTHERS OF SITE OWNERSHIP & CONTACT NUMBER AND POTENTIAL RF EXPOSURE.
NOTICE	BLUE	"WORDE STOWN THIS POWER OF FELLIS BEYOND THIS POINT MAY EXCEED THE FCC, GENERAL PUBLIC, EPPOSLINE LIMIT, OBEY ALL POSTED SIGNS MAD SITE GUIDELINES FOR MORNOR, ON RF EMPONATED IN A ACCORDANCE WITH FEDERAL, COMMUNICATIONS COMMISSION RULES ON PROJECT FRESCHAFF, STASSON, PLES, 1,1307(b).
CAUTION	YELLOW	"KAUTON BETYON THE POWEL OF FILES BECYON THE POWER WAY EXCED THE FCC GENERAL PUBLIC EMPONENCINONS POSTED SHOR AND SITE CALLEL BESTONE SHOWN ON SITE CALLEL BESTONES AT GENERAL CARACHERIC IN ACCORDANCE WITH FEDERAL CARACHERIC NA PORT CALLEL SHOWN STATEMENT FOR SHOWN STATEMENT SHOWN STATEMENT SHOWN STATEMENT SHOWN
MARNING	ORANGE/RED	"WARNING STORD THIS POWER FELLS AT THE SITE EXCERS FOR BLLES FOR HIJAM EPICYSINE, FALLINEE TO GOBY ALL POSTED SIGNS AND FEEDLE STEED IN SERVICES INLINET. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADO FREQUENCY BUISSONS 47 FRE-1,1307(b).

- RE SIGNACE PLACEMENT SHALL FOLLOW THE RECOMMENDATIONS OF AN EXISTING EME REPORT, CREATED BY A THIRD PARTY PREVIOUSLY AUTHORIZED BY DISH Winness L.L.C.
- IF BARE REPORT IS NOT AMAUBLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS, PLEASE CONTACT DISH Winners LLC. CONSTRUCTION MANAGER FOR PURPER INSTRUCTION ON HOW TO PROCEED. - INFORMATION SIGN (GREEN) SALL GE LICACITED ON POSTININ DISH WINNING LIC EQUIPMENT CABINET:
 A) F THE INFORMATION SIGN IS A STRUCKEN IT SALL GE PLACED ON EXSTINE DISH Winnings LLC.C H-FRAME: WITH A SECURE ATTACH METHOD.

 B) F THE INFORMATION SIGN IS A META, SIGN IT SALL GE PLACED ON EXSTINE OBSH Winnings LLC.C H-FRAME: WITH A SECURE ATTACH METHOD.
- 1. FOR DISH Wireless L.L.C. LOGO, SEE DISH Wireless L.L.C. DESIGN SPECIFICATIONS (PROVIDED BY DISH Wireless L.L.C.)
- 2. SITE ID SHALL BE APPLIED TO SIGNS USING "LASER ENGRANNG" OR ANY OTHER WEATHER RESISTANT METHOD (DISH WINAMSS L.L.C. APPROVAL REQUIRED)
- 3. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH WINGIGE LL.C. CONSTRUCTION MANAGER RECOMMENDATIONS.
 - 4. CABINET/SHELTER MOUNTING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHAME ADHESINE
 - 5. ALL SIGNS WILL BE SECURED WITH ETHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TECH SCREWS
- 6. ALL SIGNS TO BE 8.5"x11" AND MADE WITH 0.04" OF ALUMINUM MATERIAL

INFORMATION

area with transmitting antennas. This is an access point to an

5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120

Obey all signs and barriers beyond this point. Call the DISH Wireless L.L.C. NOC at 1-866-624-6874

NB+C ENGINEERING SERVICES, LLC TOTALLY COMMITTED.

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Site ID:

THIS SIGN IS FOR REFERENCE PURPOSES ONLY



▲ CAUTION



Transmitting Antenna(s)

REV DATE DESCRIPTION
0 01/11/24 ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

100753

DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

CONSTRUCTION DOCUMENTS

EXCEED the FCC Occupational exposure limit Radio frequency fields beyond this point

Obey all posted signs and elte guidelines for working in radio frequency environments. Call the DISH Wireless L.L.C. NOC at 1-886-624-6874 prior to working beyond this point.

1 BRATTLE SQUARE
CAMBRIDGE, MA 02138
SHET TILE
RF SIGNAGE

GN-2

◆ WARNING

IT IS A VIOLATION OF LAW FOR ANY PERSON MESS THEY ARE ACTIONG UNDER THE DIRECTI OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

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Transmitting Antenna(s)

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Radio frequency fields beyond this point IMAY EXCEED the FCC Occupational exposure limit. Obey all posted signs and sits guidelines for working in radio frequency environments.

Transmitting Antenna(s)

Obey all posted signs and alto guidelines for

Call the DISH Wireless L.L.C. NOC at 1-866-624-6874 prior to working beyond this point. working in radio frequency environments.

Call the DISH Wireless L.L.C. NOC at 1-846-624-6874 prior to working beyond this point.

dish

Site ID:

dish

dšsh

RF SIGNAGE

- NOTICE TO PROCEED NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECENNIC A WRITTEN NOTICE TO PROCEED (KMP) AND THE ISSUANCE OF A PURCHAGE ROBER PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTRACT THE DISH Wineless LLC, AND TOWER OWNER CONSTRUCTION MANAGER.
- "LOOK UP" DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALAL/INON, AND INSPECTION. TOWER REPROPRIEMENTS, AND/OF EQUINEMENT INSTALAL/INON SHALL NOT COMPROMISES. THE INTEGRITY OR FUNCTIONAL, USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON ITS STRUCTIONE. THIS SHALL MICLUDE, BUT NOT BE LUMITED TO PROHING OF THE WIRE ROPE, FROM ITS SUPPORTS. DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE RECTIONAL, WEAR, MAYCAT TO THE CAUGHOSAGE DOKANISE SAFETY CLIMB, INCLUDING EXISTING CONDITIONS IN ANY WAY, OR TO INJECTION COURT OF THE CAUGHOSAGE DIAGRAD SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MIST BE TAGED OUT AND REPORTED TO VOUR DISH WINGHESS L.L.C. AND DISH WINGHES L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MANITENANCE AND CONTRACTOR NOTICE TICKET.

- 3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LUBED TO, BULDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING, AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
 - 4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING WANS, AND RESCUE PLANS SHALL BE "HE RESPONSIBILITY OF THE GENERAL CONTRACTION RESPONSIBILE FOR THE EXECUTION OF THE WORK CONTAINED HERBIN, AND SHALL BETHER, AND LOCAL REGULATIONS; THE WORK CONTAINED HERBIN, AND SHALL STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANS/ASSE ATO AS (LATEST EDITON) AND DISH WINGHESE LL.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTIONE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
- 5. ALL SITE WORK TO COMPLY WITH DISH WINGHOSE LLC, AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION AGTIVITIES ON DISH WINGHOSE LLC. AND TOWER OF THE NO LATEST VERSION OF ANS/TIA-1019-A-2012 "STANDARD INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTHES AND ANTENNAS."
- 6. If THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS. THE COMPRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIReless L.L.C., AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
- 7. ALL WITERIAS FURNISHED AND NETALLES SHALL BE IN STREET ACCREAMER ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONFISCATION SHALL ISSUE ALL APPROPAUR NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFOL ORDERS OF ANY PUBLIC ALTHORITY RECURDING THE PERFORMANCE OF THE WORK, ALL WORK CARRIED ORDINANCES AND APPLICABLE REGULATIONS.
- 8. The contractor shall install all equipment and materials in accordance with manufacturer's recommendations Unless specifically stated otherwise.
- THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START CONSTRUCTION. 9. P
- ՝ 10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE REDOCATED AS DIRECTED OWNERWAY AND WHERE AND WHERE FROUNDER SHALL BE RELOCATED AS DIRECTED CONTRACTOR, EATHER, CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCANATING OR DRILLING PIETS AROUND OR NEAR UTILITIES, CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW, THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCANATION C) CONSTRUCTION SAFETY PROCEDURES.
 - 11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
- 12. CONTRACTOR SHALL KEP THE SITE FREE FROM ACCUMULATING WASTE MATENAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. FRICESSARY, RUBBISH, STUMPS, DEBRIS, STOKES AND OTHER RETUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- ALL EXTRING INACTIVE SEWER, WITCHER, GAS, ELECTRIC AND OTHER UTLUTES, WHICH INTERFERE WITH THE EXECUTION OF THE K, SHALL BE REMOVED AND/OR GAPPED, PLUGGED ON PHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WITHERS LLC. AND TOWER OWNER, AND/OR LOCAL UTLUTES. 13. WORK, THE E)
 - 14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS. 16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION. 5.
- 17. THE AREA OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DISTURBED. TO A UNIVERN SIGHEL BE GRADED TO A UNIVERN SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWNISS AND/OR PROJECT SPECIFICATIONS.

18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

- 19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- 20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHI PEDIOPIC FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY
- ICE SHALL NOT NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR PLACED IN ANY FILL OR EMBANKMENT.

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

CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

TOWER OWNER: TOWER OWNER

- EXERCISED UNDER SINUAR CINCLUSTANCE USING STRAUDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SINUAR CINCLUSTANCES OF REPUTABLE ENGINEERS IN THIS OF SINUAR CINCLUSTANCES. IT IS ASSUMED THAT THE WORK DEPOTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEDPLE WHO HAVE A WORKING KNOWIEDDE CHE APPLICATOR STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
 - Ę, 3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLEN'S PROPRIETS FOR THE CONSTRUCTION MEANS, METHODS. TECHNIQUES, SECOLENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SHOW JEASHES SHALL INCLIDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ES SITE VISITS BY THE ENGINEER OR HIS REPRESENTANTE WILL NOT INCLUDE INSPECTION OF THESE TIEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
- 4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND THPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLARS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
 - 5. SUBSTANTAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FABRICATION AND CONSTRUCTION DEARWINGS PROPERTY OF PABRICATION OF CUITING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE POSSERBACKES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTHED AS SOON AS POSSIBLE.
 - ¥¥ 6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTIOR SHALL VIST THE CELL SITE TO FAMILIARIZE WITH THE DESIGNING AND TO CONVENTENT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. DISSREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POCK AND TOWER OWNER.
 - 7. ALL WITERIALS TURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE TODES, REGULATIONS AND ORDINANCES. CONTRICTOR SHALL ISSUE ALL APPROVANTE NOTICES. AND COMPLY WITH ALL APPLICABLES, RULLES, RECULATIONS AND LAWFOL ORDERS OF ANY POBLIC AUTHORITY RECURDING THE PERFORMANCE OF THE WORK, ALL WORK CARRIED ORDINANCES AND APPLICABLE RECULATIONS.
- 8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- 9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE ALTERNATINE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER DWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE INSTALLATION. 5. ≜. P.
 - ₹ 11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF CONDUTS FOR POWER, AND TELCO, AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
- 12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PANEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER
- 13. CONTRACTOR 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. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY
- A&E PROJECT NUMBER 100753 <u>@</u> •
 - DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B
- 1 BRATTLE SQUARE CAMBRIDGE, MA 02138
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GENERAL NOTES

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NB+C ENGINEERING SERVICES, LLC.

100 APOLLO DRIVE SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308





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DOCOMENTS	SUBMITTALS	
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DESCRIPTION	ISSUED FOR CONSTRUCTION			
DATE	01/11/54			

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL

- 1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
 - UNIESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000
- ջ 3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH ((r²) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. IN MINICES SHALL LAPSE FROM BATCH TIME TO THE OF PACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERAUTRE OF CONCRETE SHALL NOT EXCEED 907 AT TIME OF PUCENHENT.
- 4. CONCRETE EXPOSED TO FREEZE—THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAININED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WAITEX—TO—CEMENT FAITO (W/C) OF 0.45.
 - 5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM AS15. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPUELS SHALL BE CLASS TO "TENSION SPLICES, INVESS NOTED O'NFENNEE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED O'NFENNEE. THED STREAMEN (F) OF STANDARD DEFORMED BARS ARE AS FOLLOWS.

#4 BARS AND SMALLER 40 ksi

#5 BARS AND LARGER 60 ksi

THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON 6. THE DRAWINGS:

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 BARS AND LARGER 2"
- #5 BARS AND SMALLER 1-1/2"
- CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
- SLAB AND WALLS 3/4"
- BEAMS AND COLUMNS 1-1/2"
- 7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

- 1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
- 2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
 - WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
 - ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
 - 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT FAVING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AC MINIMUM. VERIFY AVALABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE GOVERNING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
- E. EACH BUD OF DERF POWER PHASE CONDUCTOR, SROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (SM BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTRICATION METHOD SHALL CONFORM WITH NEC AND OSPIA.
- 6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICIDID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
- PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
- TIE WRAPS ARE NOT ALLOWED.
- SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (\$6 OR LARGER) WITH THHM, THWN-2, XHHM, XHHM-2, THM, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERMSE SPECIFIED. 10. ₹
- 11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
- POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI—CONDUCTOR, TYPE TC CABLE (≱14 OR LARGER), WITH THHW, THWN—2, XHHW, XHHW—2, THW OR RHW—2 INSULATION UNLESS OTHERWISE SPECIFED. 12. 17PE
- ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND (OR EQUAL), LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
 - RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSJ/IEEE AND
- 15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

- 16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
 17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
- 18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
- 19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION—TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
- CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND 21. WIREWAYS SHALL BE WETAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY). 20. NEC.
- SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL). 55
- 23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES, OF AND PLACE ACTIVATION BY THE LINES OF THE STRUCTURE MAINT NOT BE TREATCHED WITH THE TREATCHES, CHANGES IN DIRECTION TO ROUTE ROUND IN THE TREATCHES, CHANGES IN DIRECTION TO ROUTE ROUND SHALL BE INSTALLED BY A DIRECTION TO ROUTE PROVIDED SHALL BE INSTALLED BY A DIRECTION TO WANNER. PARALLE AND PERFONDICULAR TO STRUCTURE MAIL AND CELINAGE LINES, AND THE STRUCTURE WAS THE PROPERIORS. AND PERFONDICULAR TO STRUCTURE WAS CELINAGE LINES, AND THE CONDUIT SHALL BE TRAPPORABLY CAPACITY SHALL BE TRAPPORABLY CAPACITY SHALL BE TRAPPORABLY CAPACITY SHALL BE TRAPPORABLY CAPACITY OF BIRLY TRANS RETENDENT CONDUITS SHALL BE TRAPPORABLY CAPACITY TO RIVER TO BE SHALL BE RESIDENT CAMPED FULSH TO RIVER TO SHALL BE RECENT CONDUITS SHALL BE TRAPPORABLY CAPACITY TO BE SHALL BE RESIDENT CAMPED TO BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED
 - 24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY—COATED SHET STEEL, SHALL MET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
 - METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR UL 514A AND KTAM, OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR) FOR EXTERIOR LOCATIONS. 25. N EXCEED 1 BETTER)
- 26. NONMETALIC RECEPTACIE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
- 22. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
- 28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
- INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH Wireless L.L.C.".
- ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120

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NB+C ENGINEERING SERVICES, LLC.





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A&E PROJECT NUMBER

100753

DISH Wireless L.L.C. PROJECT INFORMATION

1 BRATTLE SQUARE CAMBRIDGE, MA 02138 B0B0S00341B

GENERAL NOTES SHEET NUMBE

GN-4

- 1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- 2. THE CONTRACTOR SHALL PERFORM IEEE FALL—OF—POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODES SYSTEMS, HIE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 GHAS OR LESS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
- 4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
- 5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
 - 6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS, #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
 - CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE THE GROUND BUS ARE PERMITTED.
- 8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE ∦2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
- 10. USE OF 90" BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45" BENDS CAN BE ADEQUATELY SUPPORTED. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
- EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. Ë
- ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS. 12
- COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS. 13.
- ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND
- APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND 15. APPRO CONNECTIONS.
 - ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL. 9
- 17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
- 19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTINNG PROTECTION SYSTEMS SHALL NOT BE ROUTED MITHOUGH WILLS OBJECTS THAT FORM A RING ARROND THE CONDUCTORS USED AS UNFALLIC CONDUTS, METAL SUPPORT CLIES OR SLEEKES THROUGH WILLS OR FLOOMES, WHEN ITS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDUITORS, NOW-METALLIC MATERIAL WHEN AS PAC CONDUIT SUMMED USE OF MEAL CONDUIT SUMMODRABE (F.). OR WINNEY CONDUIT SUMMODRABE (F.). OR WINNEY CONDUIT PROHIBITED BY LOCAL COND THE STOWN CONDUCTOR SHALL BE BONDED TO EACH FIDO FO THE METAL CONDUIT. 18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) ∦2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
 - 20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLD TINNED COPPER IN 3/4" NON-METALLIC, FIEXBELE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD—WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILCONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
- 21. BULDINGS WHERE THE MAN GROUNDING CANDUCTORS ARE REQUIRED TO GROPE. THE CONTENTOR SHALL ROUTE MAY GROUNDING CONDUCTORS FROM THE ROOTEP, TOWERS, AND WATER TOWERS GROUNDING RNG, TO THE EXISTING GROUNDING CONDUCTORS FROM THE ROOTEP, TOWERS GROUNDING RNG, SHALL BY BONDED TO THE EXISTING GROUNDING RNG, SHALL BY BONDED TO THE EXISTING GROUNDING RNG, SHALL BY BONDED TO THE EXISTING AROUNDING RNG, SHALL BE BONDED TO THE EXISTING AROUNDING STELL, AND BULDING WANN WATER LINE (FERROLS OR NONFERROLS WATAL FIPING ONLY), DO NOT ATTACH GROUNDING TO FIRE SPRINKLER STSTEM FIPES.



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DOCUMENTS

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A&E PROJECT NUMBER 100753 DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B 1 BRATTLE SQUARE CAMBRIDGE, MA 02138 SHEET TITLE

GN-5 SHEET NUMBER

GENERAL NOTES

PMI CHECKLIST

CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED	REPORT ITEM	OI -
PRE	PRE-CONSTRUCTION	
×	PMI CHECKLIST DRAWING	
×	EOR APPROVED SHOP DRAWINGS	
N/A	FABRICATION INSPECTION	
N/A	FABRICATOR CERTIFIED WELD INSPECTION	
N/A	MATERIAL TEST REPORT (MTR)	
N/A	FABRICATOR NDE INSPECTION	
N/A	NDE REPORT OF MONOPOLE BASE PLATE (AS REQUIRED)	
×	PACKING SLIPS	
ADDITIONAL TESTING AND INSPECTIONS:	ONS:	
100	CONSTRUCTION	
×	CONSTRUCTION INSPECTIONS	
W/W	foundation inspections	
W/W	CONCRETE COMP. STRENGTH AND SLUMP TESTS	
N/A	POST INSTALLED ANCHOR ROD VERIFICATION	
V/N	BASE PLATE GROUT VERIFICATION	
V/N	CONTRACTOR'S CERTIFIED WELD INSPECTION	
N/A	EARTHWORK: LIFT AND DENSITY	
N/A	ON SITE COLD GALVANIZING VERIFICATION	
V/N	GUY WIRE TENSION REPORT	
×	GC AS-BUILT DOCUMENTS	
ADDITIONAL TESTING AND INSPECTIONS:	ONS:	
H	100000000000000000000000000000000000000	
-ISOA	POSI-CONSTRUCTION	
×	PMI INSPECTOR REDLINE OR RECORD DRAWING(S)	
N/A	POST INSTALLED ANCHOR ROD PULL—OUT TESTING	
×	PHOTOGRAPHS	
ADDITIONAL TESTING AND INSPECTIONS:	ONS:	

NOTE: X DENOTES A DOCUMENT NEEDED FOR THE PM REPORT N/A DENOTES A DOCUMENT THAT IS NOT REQUIRED FOR THE PM REPORT

NOTE, CONTRICTOR SHALL FEED VERBY ALL DIMENSIONS PROR TO MATERIAL BIDDING, MATERIAL ORDERS, AND FABRICATION, CONTRICTOR SHALL CORDINANTE WITH BILLING OWNERS, ARROPOED ROOTER FOR ALL ENGINENDING. WEATHERPROPORM ON SEALUR, CONTRACTOR SHALL ENSINE ROOF MEMBRANE WARRANTY IS MANTAINED, AS APPLICABLE, AND PER ROOF MEMBRANE WANNIFACTURES SPECIFICATIONS.

POST MODIFICATION INSPECTION NOTES:

- THE FOST MODERATION RESECTION, HOUR STORY HOUR OF TOWNER MODERATIONS AND A READER OF CONSTRUCTOR MODERATION AND OTHER REPORTS TO ENSINE THE INSTITUTION WAS CONSTRUCTED. M. ACCORDANCE WITH THE CONTRACT DOCUMENTS, NAMELY THE WOOTHCATON DRAWNICS, AS DESCRIED BY THE BRAINERS OF RECORD (EGO).
- THE PHE TO CHEENER INSTILLAND CONFIGURATION AND INSPRIENCE DAILY AND IS NOT A REFUR OF THE MODIFICATION DESIGN TISEL, MAN DOES HE AM INSPRIENCE TAKE OMNERSHE OF THE MODIFICATION DESIGN FERCEMENT AND INTEGRAL PROPERTY OF THE STRUCTURAL MODIFICATION DESIGN EFFECTMENESS AND INTEGRAL RESIDESS WITH THE EDR AT ALL THARE.
- 3. ALI PM'S SHALL BE CONDUCTED BY A PMI INSPECTOR THAT IS APPROVED TO PERFORM ELEVATED WORK FOR NB+C ENGINEERING SERVICES, LLC.
 - 4. TO DOSLEY THAY THE REQUESTANCE OF THE THAN BELLET, IT STANL, THAY THE GARENAL, CONTRACTOR (CS) AND THE THAN RESERVED THAN TO CHANNEL CHANNEL AND COORDINATING AS STOOK AS A PER RECEIVED. If IS EDPECTED THAN ELOSH PARK THE REPORT, IN RECEIVED ON 170 THE OTHER PARRY. IF CONTACT INFORMATIVE IS AND KNOWN, CONTRACT YOUR 184-C POINT OF CONTACT POOR.
 - REFER TO CCR-01: CONTRACTOR CLOSEOUT REQUIREMENTS FOR FURTHER DETAILS AND REQUIREMENTS.

PMI INSPECTOR

- 1. THE PMI INSPECTOR IS REQUIRED TO CONTACT THE OC AS SOON AS RECEIVING A PO FOR THE PMI TO, AT A MINIMULE.
- REVIEW THE REQUIREMENTS OF THE PAIL OHECALST
 WORK WITH THE GG TO DEPELOP A SCHEDULE TO CONDUCT ON—SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS
- THE PM INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR (GC) INSPECTION AND TEST REPORTS, REMEMBEN FOR ALMERINE OF MACHONIENTS FOR ALMERINE OF ALCOMBERING CONDUSTRIS AND CONDUSTRIS CONDUCTING THE MEMBENGED TO NEACE ENGINEERING SERVICES, LLC.

CORRECTION OF FAILING PMI'S

- 1. IF THE MODIFICATION INSTALLATION WOLLD FAIL THE PMI (FAILED PMI), THE GC SHALL WORK WITH THE ENGINEER OF RECORD TO COORDINATE A REMEDIATION PLAN IN ONE OF TWO WAYS:
- OCOPRET PRIME SELES TO CADELY WITH THE EFFORMOTIONS CONTANED IN THE OPERINA. CONTINUED IN THE OPERINA SELECTION WITH THE EIRS TO RE-AMALYZE THE OCOPY WITH THE EIRS TO RE-AMALYZE THE OFFORMOTION. THE SHE BILL TO SHOW WITH THE EIRS TO RE-AMALYZE THE OFFORMOTION.

REQUIRED PHOTOS

- . BETWERN THE GC AND THE PAU INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE PAIN REPORT:
- PRE-CONSTRUCTION COBERN. SITE CONDITION
 PROTOGRAPHIC LUNION CONTRUCTION/ERECTION AND INSPECTION
 PROTOGRAPHIC LUNION CONTRUCTION CONTRUCTION/ERECTION AND INSPECTION
 PROTOGRAPHIC CONTRUCTION CONTRUCTION
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- 2. PHOTOS OF ELEVATED MODIFICATIONS TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.



5701 SOUTH SANTA FE DRIVE LITILETON, CO 80120



100 APOLLO DRIVE SUITE 303 CHELMSFORD, MA 01824 (978) 866-8308









IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY AVE ACTION. UNDER THE DIRECTION OF A LICENSED PROFESSIONAL BYGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED

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REV DATE DESCRIPTION 0 01/11/24 ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

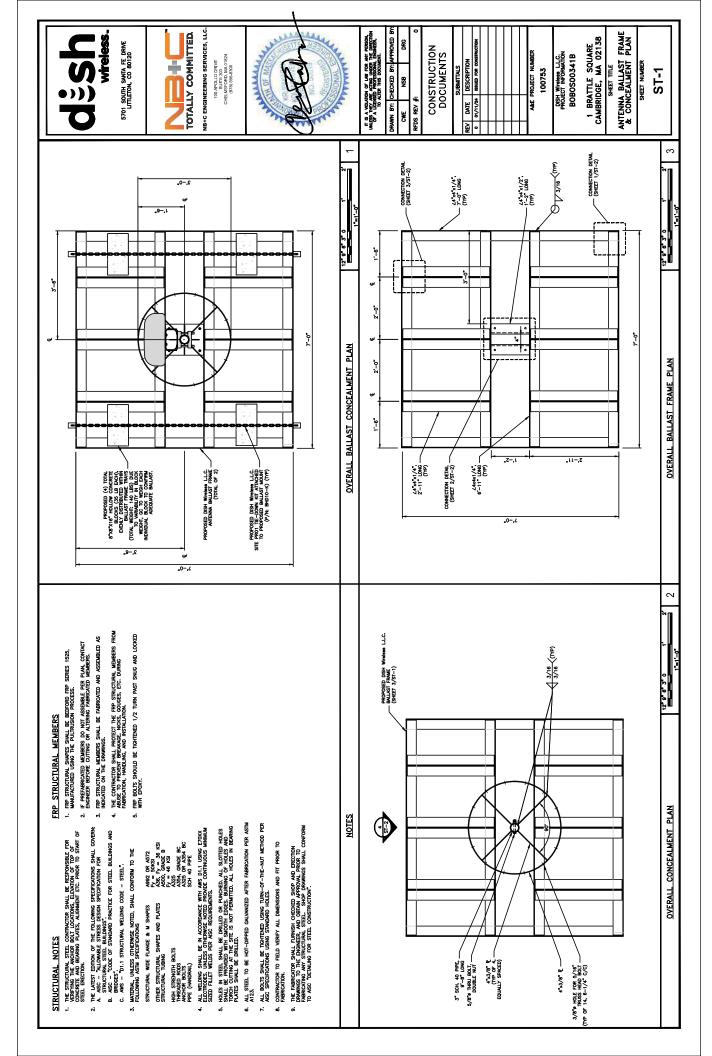
DISH Wireless L.L.C. PROJECT INFORMATION 100753

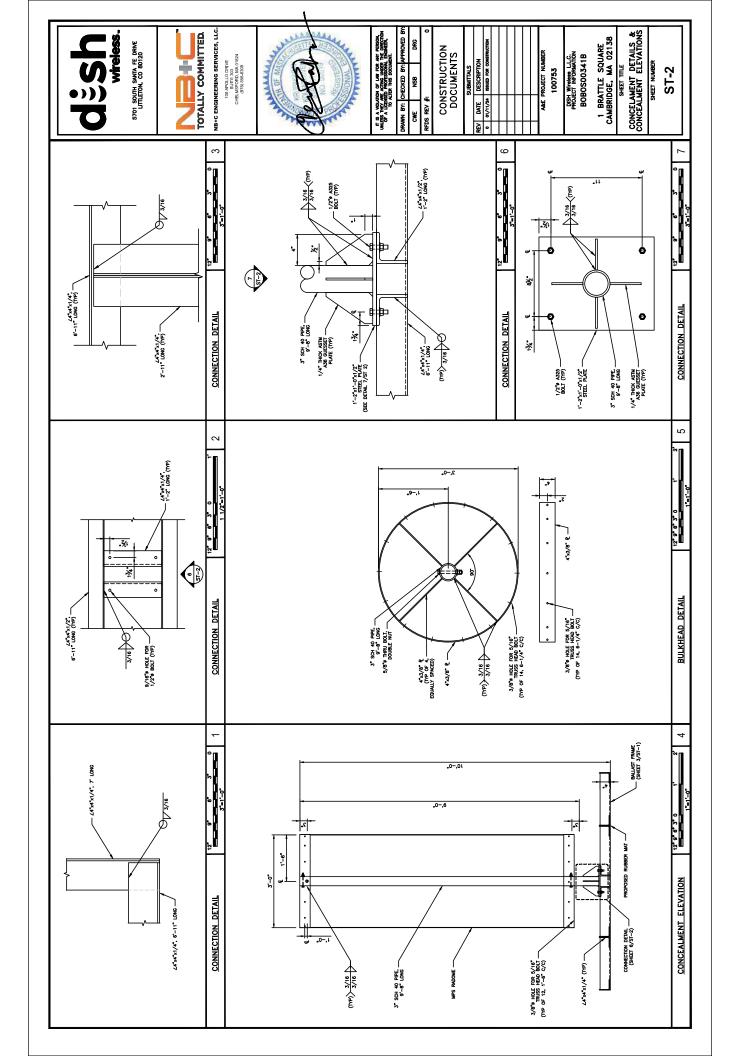
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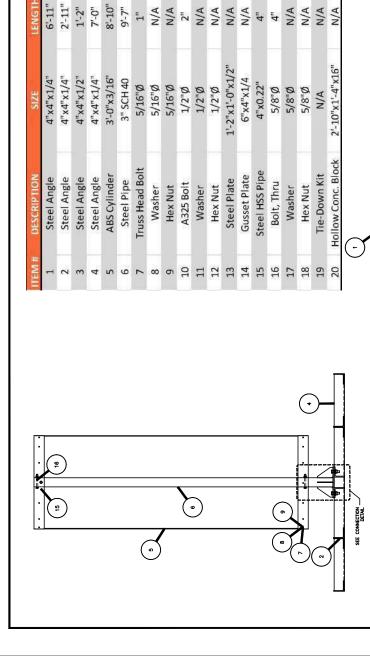
1 BRATTLE SQUARE CAMBRIDGE, MA 02138

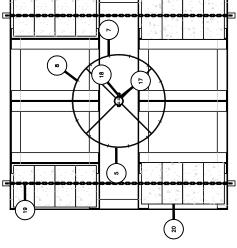
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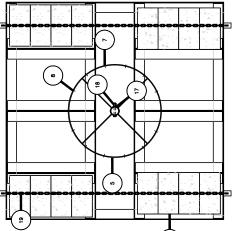
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CONCEALMENT ELEVATION



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OVERALL CONCEALMENT PLAN

OVERALL BALLAST FRAME PLAN

CONNECTION DETAIL

12

5701 SOUTH SANTA FE DRIVE UTTLETON, CO 80120



28 28 4

N/A

N/A

4

N/A

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N/A

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SitePro1 BHD10-K

NB+C ENGINEERING SERVICES, LLC.

100 APOLLO DRIVE SUITE 303 CHELMSFORD, MA 01824 (978) 856-8308

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ATTING UNDER THE DIRECT OF A LUENGED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMEN!

DRAWN BY: CHECKED BY: APPR CWE NSB RFDS REV #:

CONSTRUCTION DOCUMENTS

REV DATE DESCRIPTION
0 0/11/24 ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER 100753

DISH Wireless L.L.C. PROJECT INFORMATION B0B0S00341B 1 BRATTLE SQUARE CAMBRIDGE, MA 02138 BILL OF MATERIALS

SHEET NUMBER

ST-3

Please see the attached Cultural Resources Summary report, included as Attachment C3 of the FCC Form 621.

If you have any questions or comments, please contact our

Sauk City, Wisconsin 53583 Ramaker & Associates, Inc. 855 Community Drive (608)643-4100

Direct APE Summary & Evaluation



RAM KER employee-owned

Please see the attached Cultural Resources Summary report, included as Attachment C3 of the FCC Form 621.

If you have any questions or comments, please contact our

Sauk City, Wisconsin 53583 Ramaker & Associates, Inc. 855 Community Drive (608)643-4100

Indirect APE Summary & Evaluation



BOBOSO0341B (BOBOSO0341B) 1 Brattle Square Cambridge, Massachusetts 02138 Middlesex County

RAM KER employee-owned



July 5, 2024

TO: Massachusetts SHPO

Interested THPOs/NHOs

SUBJECT: Cultural Resources Report (Direct & Indirect APE Summary)

PROJECT: BOBOS00341B (BOBOS00341B)

1 Brattle Square

Cambridge, Middlesex County, Massachusetts 02138

Ramaker & Associates, Inc. Project #60991

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a NEPA and Section 106 review of a proposed antenna and equipment installation on an existing 90.33-foot building (overall height with appurtenances of 97.33 feet). Ramaker and DISH have opined that the proposed activities do not qualify for any categorical exclusions from review under Section 106 of the National Historic Preservation Act (NHPA) set forth in the Federal Communication Commission's (FCC's) Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC (Nationwide Agreement) nor the Nationwide Programmatic Agreement for Collocations or the FCC's March 8, 2015 "Report & Order." Thus, a Section 106 submittal is required on behalf of the proposed DISH undertaking. The purpose of this report is to document the potential for effect to the project's Direct and Indirect Areas of Potential Effect (APEs). The curriculum vitae for the Principal Investigators involved in the preparation of this submittal have been included in Attachment A of the attached FCC Form 621.

GENERAL PROJECT SUMMARY

The proposed activity is located at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. The location of the Subject Property is depicted on the attached Boston South, Massachusetts USGS Quadrangle. The project is also identified as being located at 42° 22' 23.944" North and 71° 7' 17.378" West.

DISH proposes to install antennas and equipment on an existing building located in Cambridge, Massachusetts. As part of the proposed development DISH will install three antennas and several remote radio heads (RRH) on the building rooftop. The proposed antennas will be installed within a concealment painted to match the existing surroundings. Additionally, DISH will install associated telecommunications equipment within existing equipment rooms located inside of the building. Utilities will be routed within the building and along rooftop from the telecommunications equipment to the proposed antennas with no planned ground disturbance. Additional site development details are included in the attached figures.

The host structure is a multi-story institutional/commercial building that was constructed circa 1991. The building is located west of Brattle Street, northwest of Eliot Street, and northeast of Mt. Auburn Street. The surrounding area is characterized by residential, institutional, and commercial properties located along neighboring roadways. An online search of the Massachusetts SHPO Cultural Resource Information System (MACRIS) and the National Register of Historic Places Cultural Resources GIS database did not contain any records for the host structure; however, the host structure is located within the NRHP listed Harvard Square Historic District.

Upon review, the facility does not qualify for an exclusion under the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, March 7, 2005, 47 CFR, Appendix C to Part 1, the First Amendment to Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, August 8, 2016, or the Code of Federal Regulations: 47 CFR, §§ 1.1301-1.1319.

The locations of the site, site photographs, and appropriate Area of Potential Effect (APE) maps have been included in Attachment B of the attached FCC Form 621.

DIRECT APE EVALUATION

The Direct APE is limited to the area of potential ground disturbance and any property, or any portion thereof that will be physically altered or destroyed by the Undertaking. On November 24, 2008, the FCC further clarified that the Direct APE is limited to the tower or non-tower structure on which the collocation will be mounted as well as the lease area including the access route and utility corridor. As part of this project, Ramaker considered two facets of the Direct APE with respect to a collocation to non-tower structure. As outlined by the FCC, this included the potential to impact Archaeological Resources associated with any potential ground disturbance activities as well as the historical significance of the support structure and the subsequent potential for impact to the historic integrity of the support structure as a result of the proposed collocation activities. The following is a summary of the potential for effect to the Direct APE when considering these two facets:

<u>Archaeological Resources:</u> Ramaker reviewed the proposed collocation activities and identified that as part of this project there would be no new ground disturbance activities. Due to the nature of the proposed construction activities, an archaeological survey was not completed as part of this review. It is the opinion of Ramaker that the proposed undertaking will result in "**No Historic Properties Affected**" in the projects Direct APE.

<u>Support Structure:</u> Similar to the Indirect APE review (below), Ramaker reviewed the SHPO's records for historically significant structures to qualify whether the support structure had been previously identified to be a structure of potential architectural and/or cultural significance. The SHPO's records, and research (interviews, literature review, etc.) completed by Ramaker, failed to note any criteria that suggest that the host-structure should be NRHP-eligible. Based on the findings associated with this investigation, Ramaker has concluded that the project will result in "**No Historic Properties Affected**" in the Direct APE, when considering the antenna support structure.

In summary, and based on the findings associated with this investigation, Ramaker has concluded that the project will result in "**No Historic Properties Affected**" in the Direct APE, including both the potential for effect to Archaeological Resources and the support structure.

INDIRECT APE EVALUATION

The Area of Potential Effect (APE) for visual effects is the geographic area in which the Undertaking has the potential to introduce visual elements that diminish or alter the setting, including the landscape, where the setting is a character-defining feature of a Historic Property that makes it eligible for listing on the National Register of Historic Places (NRHP). Due to the dense urban development and large tree growth in the surrounding area, Ramaker has determined, as authorized by Section VI (C) of the Nationwide Programmatic Agreement, and seeks your mutual agreement that an appropriate alternative APE for visual effects for this project should be an area within a 600 foot (reduced from one half mile) radius of the project site. Please note, the proposed development will be minimally visible beyond 600 feet of the host structure due to the above stated reasons, as depicted in the attached APE photographs. Ramaker completed research using the SHPO's GIS database and then completed a "window

survey" of the Indirect APE so as to consider any sites that were previously unreported or potentially eligible for the NRHP. In addition, Ramaker is in the process of consulting with the Cambridge Historical Commission, the City of Cambridge Planning Board and History Cambridge. Lastly, Ramaker is in the process of soliciting public comments through the filing of public notice in the local newspaper. These activities are being completed so as to further identify any properties that had not been previously considered.

As part of the Indirect APE review, Ramaker complied with Section VI.D.1.a of the Nationwide Agreement which specifically notes:

Except to identify Historic Properties of religious and cultural significance to Indian tribes and NHOs, Applicants shall identify Historic Properties within the APE for visual effects by reviewing the following records. Applicants are required to review such records only to the extent they are available at the offices of the SHPO/THPO or can be found in publicly available sources identified by the SHPO/THPO. With respect to these properties, Applicants are not required to undertake a Field Survey or other measures other than reviewing these records in order to identify Historic Properties:

- i. Properties listed in the National Register;
- ii. Properties formally determined eligible for listing by the Keeper of the National Register;
- iii. Properties that the SHPO/THPO certifies are in the process of being nominated to the National Register;
- iv. Properties previously determined eligible as part of a consensus determination of eligibility between the SHPO/THPO and a Federal Agency
 - or local government representing the Department of Housing and Urban Development (HUD); and
- v. Properties listed in the SHPO/THPO Inventory that the SHPO/THPO has previously evaluated and found to meet the National Register criteria and

that are identified accordingly in the SHPO/THPO Inventory.

This research identified several historic (Landmark, Nation Register-Eligible, etc.) features as being located within the Indirect APE. The search records for properties within the Indirect APE are detailed further in the Indirect APE Evaluation and Summary Table. When considering the potential for effect, Ramaker has concluded that the project will result in "**No Adverse Effect**" to cultural or historic properties in the Indirect APE.

FINDINGS

Based on our findings, Ramaker has concluded that the proposed DISH activities will result in "No Historic Properties Affected" in the Direct APE and "No Adverse Effect" to cultural or historic properties in the Indirect APE.

If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Ramaker & Associates, Inc.

Daniel Tell

Daniel Feldmann, Environmental Scientist

Attachments:

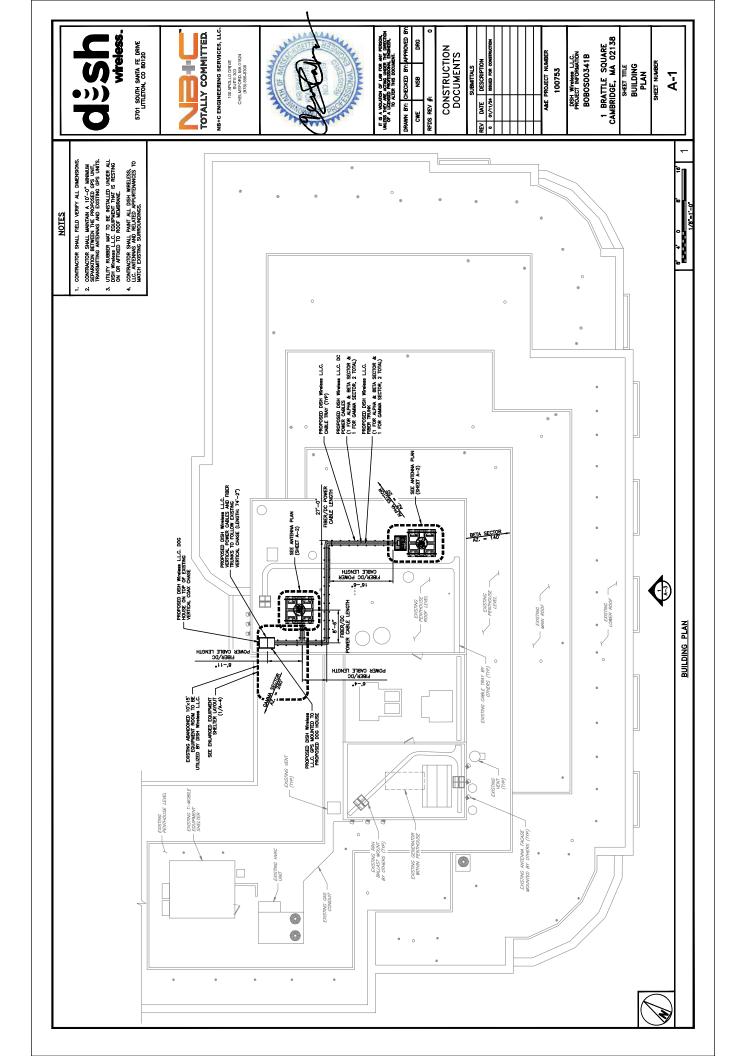
Indirect APE Evaluation & Summary Table Site Plan (Direct APE Map) Indirect APE (Viewshed) Map Site & Indirect APE Photographs

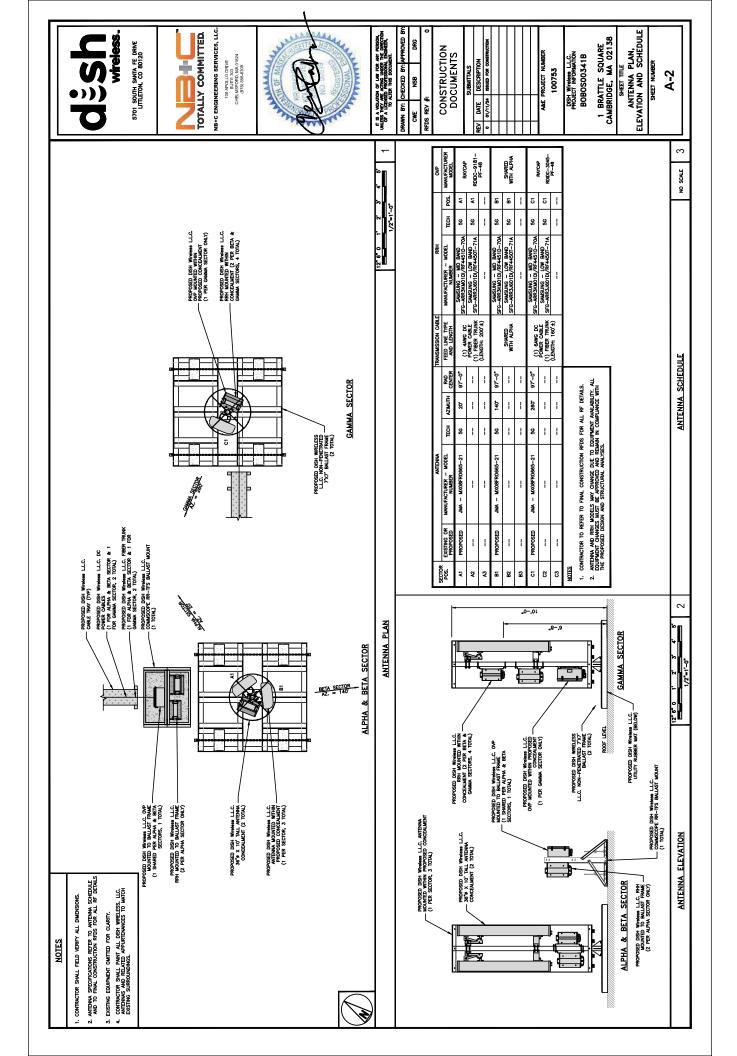
SHPO ID				Previous NRHP Eligibility	
Number:	Historic Name	Common Name	Site Address:	Determination:	Additional Information:
CAM.9	Boston Elevated Railway Division 7 Headquarters	MBTA Survey Phase I	112 Mount Auburn St 15-17 Bennett St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.15		Brattle Theater - Cambridge Social Union	40 Brattle St Cambridge	NRIND (1982) NRMRA (1982) NRDIS (1988) NRMRA (1988)	
CAM.16	Brattle, William House	Cambridge Social Union Building	42 Brattle St Cambridge	NRIND (1973) NRDIS (1988) NRMRA (1988) LL (1989) PR (2014)	
CAM.17	Pratt, Dexter House	Window Shop, The	54 Brattle St Cambridge	NRIND (1973) LL (1989) PR (2012)	
CAM.103		Christian Scientist Reading Room - London Harness	23-25 Church St Cambridge	LHD (1986) NRDIS (1988) NRMRA (1988)	
CAM.104		Young and Yee Restaurant	27-29 Church St Cambridge	LHD (1986) NRDIS (1988) NRMRA (1988)	
CAM.105	Cambridge Police Station	Prep Shop Clothing Store	31-33 Church St Cambridge	LHD (1986) NRDIS (1988) NRMRA (1988)	
CAM.121	Second Cambridge Savings Bank Building	Dana Chambers	11-21 Dunster St Cambridge	NRIND (1983) NRMRA (1983) NRDIS (1988) NRMRA (1988)	
CAM.137			10-12 Farwell Pl Cambridge	LHD (1986) NRDIS (1987) NRMRA (1987)	
CAM.138	Nichols House		11 Farwell PI Cambridge	LHD (1986) NRDIS (1987) NRMRA (1987)	
CAM.139			14-16 Farwell Pl Cambridge	LHD (1986) NRDIS (1987) NRMRA (1987)	
CAM.142			18-20 Farwell PI Cambridge	LHD (1986) NRDIS (1987) NRMRA (1987)	
CAM.316	Craigie Arms		2-6 University Rd 122 Mount Auburn St and 6 Bennett St Cambridge	NRIND (1986) NRMRA (1986)	
CAM.329	Cox - Hicks House	Harvard University Development Office	98 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988) LL (1989)	
CAM.950	Winthrop Square Park		Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.951	Winthrop Street Retaining Wall		98 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1068	Brattle Building		4 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1069	Atrium Building		9-11 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1070	Estes Block		13-15 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1071			12-16 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1072	Dow Block		17-35 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1073			18 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1074			26 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1075	Hadley Building		28-36 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1076	Cambridge Federal Savings Bank		38A Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1077			39-41 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1078			40A Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	

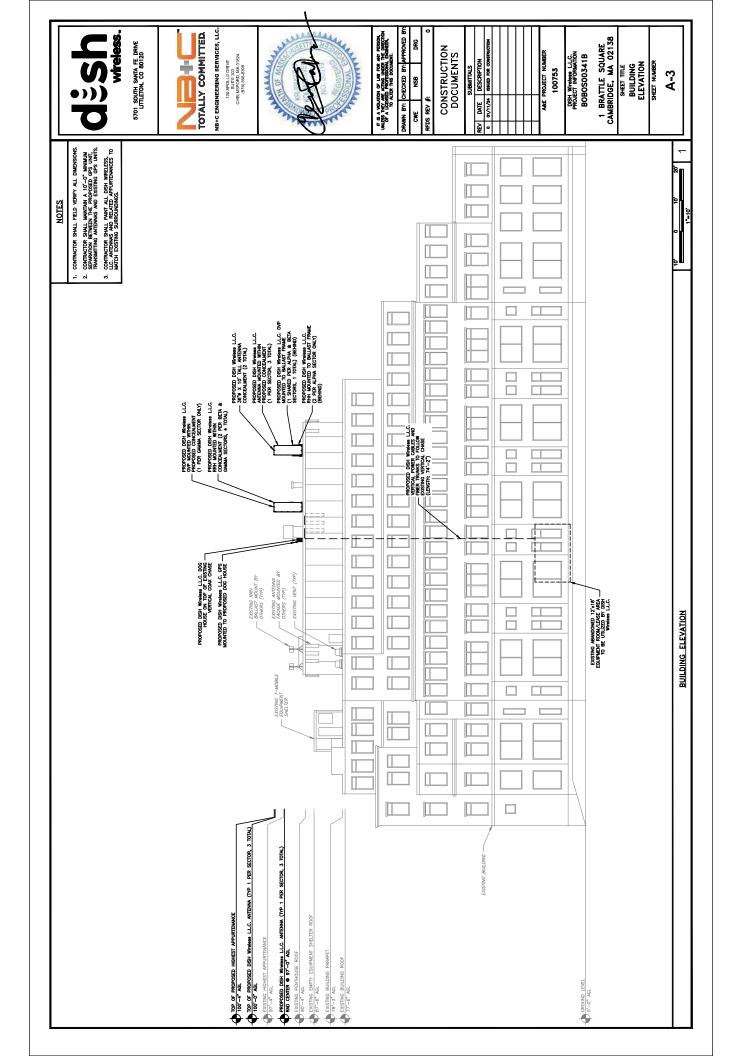
SHPO ID Number:	Historic Name	Common Name	Site Address:	Previous NRHP Eligibility Determination:	Additional Information:
CAM.1084	Washington Court		51 Brattle St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1085		Wagon Works	26-28 Church St Cambridge	NRDIS (1988) NRMRA (1988) PR (1995)	
CAM.1086	Oxford Grill		32-42 Church St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1087	Hancock - Torrey House		53 Church St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1088			54-56 Church St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1089			59-63 Church St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1090	Union Railway Carbarn		25-33 Dunster St 79-83 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1096	Hotel Packard	Charlie's Restaurant	10-14 Eliot St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1097			14A Eliot St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1098			16-18 Eliot St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1108	Abbott Building		5 Kennedy St Cambridge	NRDIS (1982) NRMRA (1982)	
CAM.1109			9-25 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1110	Farwell, Levi Tenant House		10-14 Kennedy St Cambridge	NRDIS (1982) NRMRA (1982)	
CAM.1111	Read Block		18-28 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1112			29-41 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1113			30 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1114	Garage, The		34-42 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1115	Fox Club		44 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1116	Drayton Hall		48 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1117			50 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1118			52-54 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1119	Galeria		55-57 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1122			63-65 Kennedy St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1126	U. S. Post Office - Cambridge Branch		125 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1145	Read, Joseph Stacey House		1380-1382 Massachusetts Ave Cambridge	NRDIS (1982) NRMRA (1982)	
CAM.1146	Bartlett, Joseph House		1384-1392 Massachusetts Ave 4 Kennedy St Cambridge	NRDIS (1982) NRMRA (1982)	
CAM.1147	Harvard Coop Society		1400 Massachusetts Ave Cambridge	NRDIS (1988) NRMRA (1988)	
01110				Apple (1000) Novah (1000)	

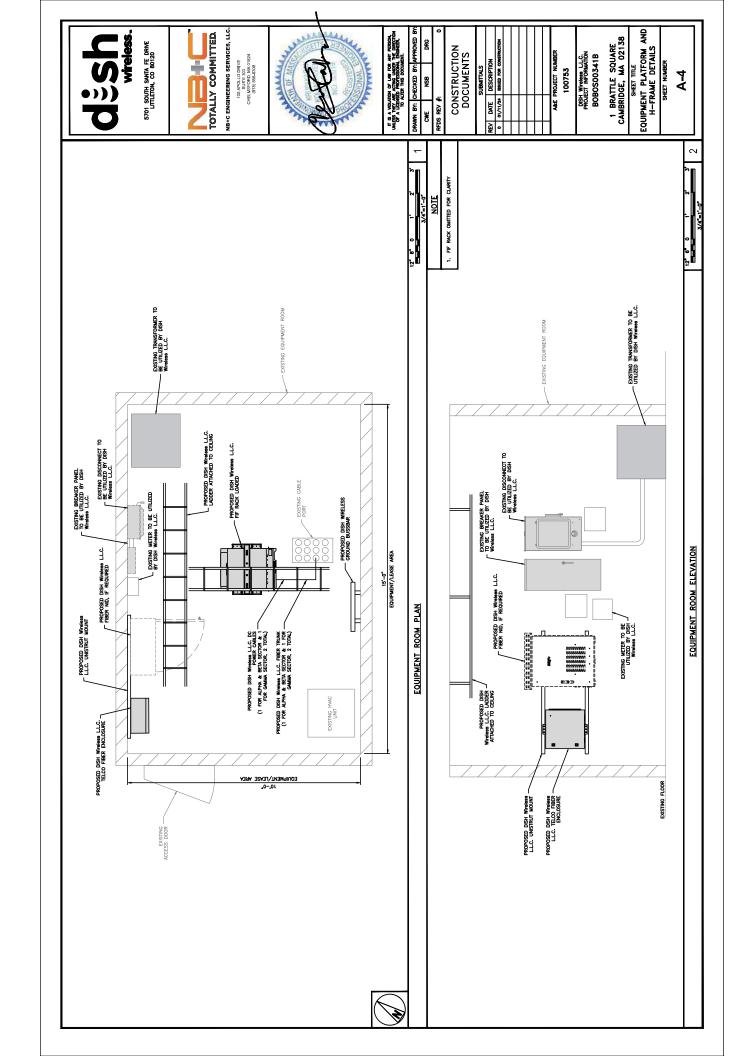
Historic Name Cantabrigia Club Trinity Hall Waverly Hall Coop Annex	Common Name	Site Address: 95-97 Mount Auburn St Cambridge 99 Mount Auburn St Cambridge	Previous NRHP Eligibility Determination: NRDIS (1988) NRMRA (1988) NRDIS (1988) NRMRA (1988)	Additional Information:
Cantabrigia Club Trinity Hall Waverly Hall Coop Annex			NRDIS (1988) NRMRA (1988) NRDIS (1988) NRMRA (1988)	
		99 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
		00 Mount Auburn St Cambridge		
			NRDIS (1988) NRMRA (1988) PR (1997)	
		102 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
		104 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
		110 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
		114-120 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
		120R Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
		115 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
		119-123 Mount Auburn St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1186		18 Palmer St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1187		4-6 Story St Cambridge	NRDIS (1988) NRMRA (1988)	
	8	8-12 Story St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM. I 88		14-16 Story St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1190	9	65-67 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1192	9	69 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1193 Pi Eta Club			NRDIS (1988) NRMRA (1988) PR (1997)	
CAM.1194 Pi Eta Hall	5	95 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.1195 Hyde, Isaac - Taylor House	6	96 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988) LL (1989)	
CAM.1196 Dame School		106 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988)	
CAM.9046 Harvard Square - Gateway to Knowledge Sculpture	- 0	urn St and Brattle St	NRDIS (1988) NRMRA (1988)	
	Winthrop Square Park - Quiet Stone 8 Sculpture	83 Winthrop St Cambridge	NRDIS (1988) NRMRA (1988)	
listoric District			LHD (1986) NRDIS (1987) NRMRA (1987)	Other Educational; Other Institutional; Other Recreational; Other Religious; Residential District;

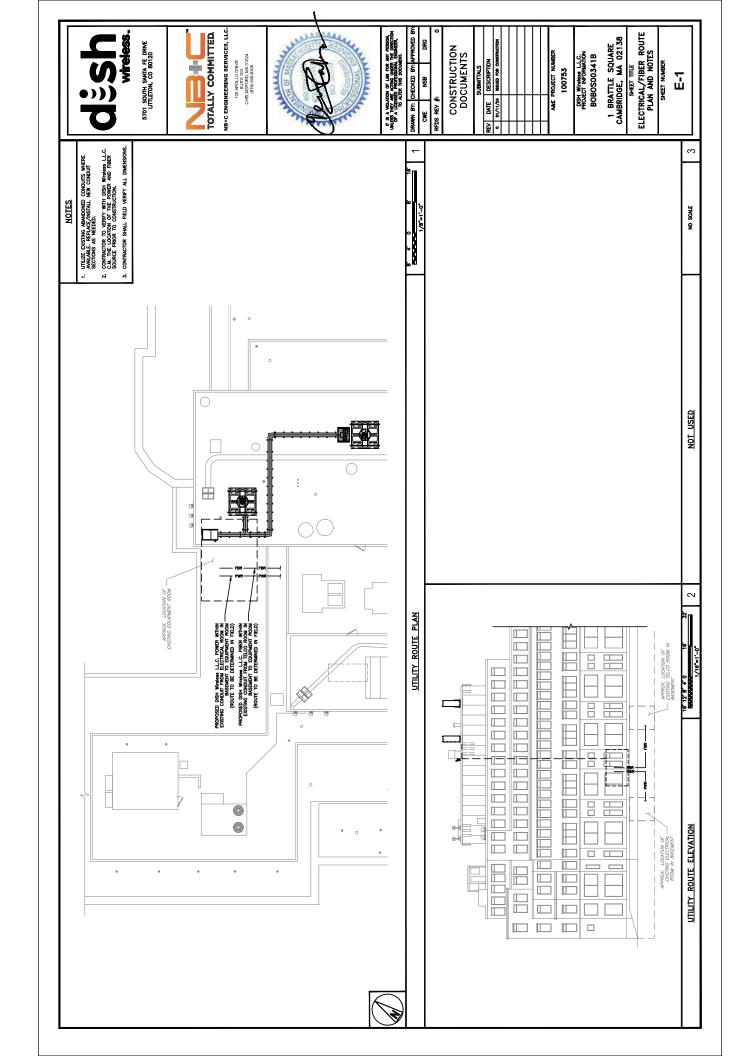
SHPO ID				Previous NRHP Eligibility	
Number:	Historic Name	Common Name	Site Address:	Determination:	Additional Information:
CAM.BD	Cambridge Common Historic District			NRDIS (1973) NRMRA (1973) LHD	NRDIS (1973) NRMRA (1973) LHD Other Educational; Other Institutional; Other
				(1986)	Recreational; Other Religious; Residential District,
CAM.BG	Harvard Square Historic District			NRDIS (1982) NRMRA (1982)	Other Educational; Other Governmental or Civic;
					Other Institutional; Residential District;

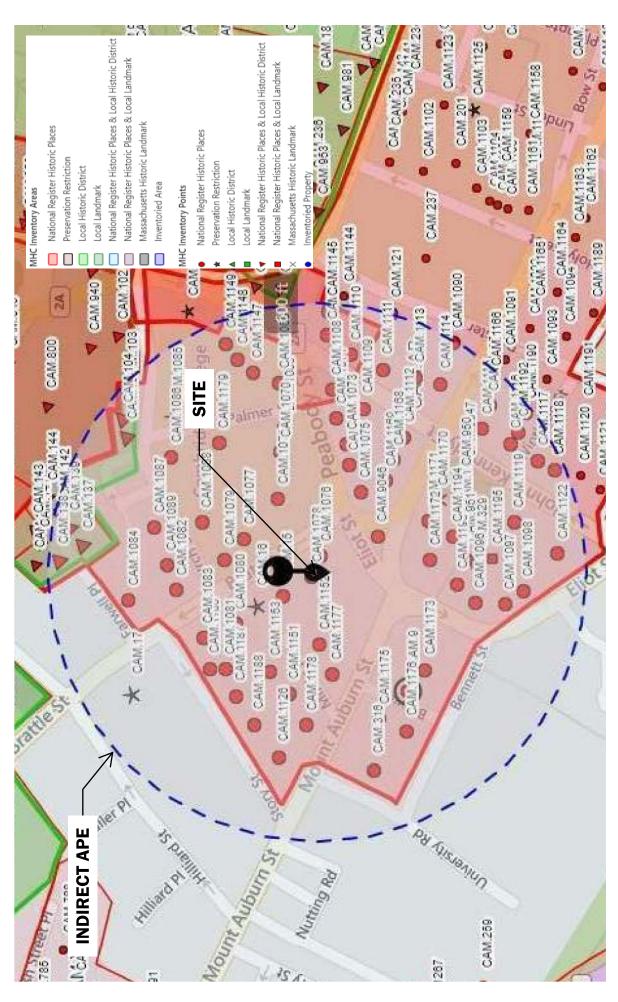










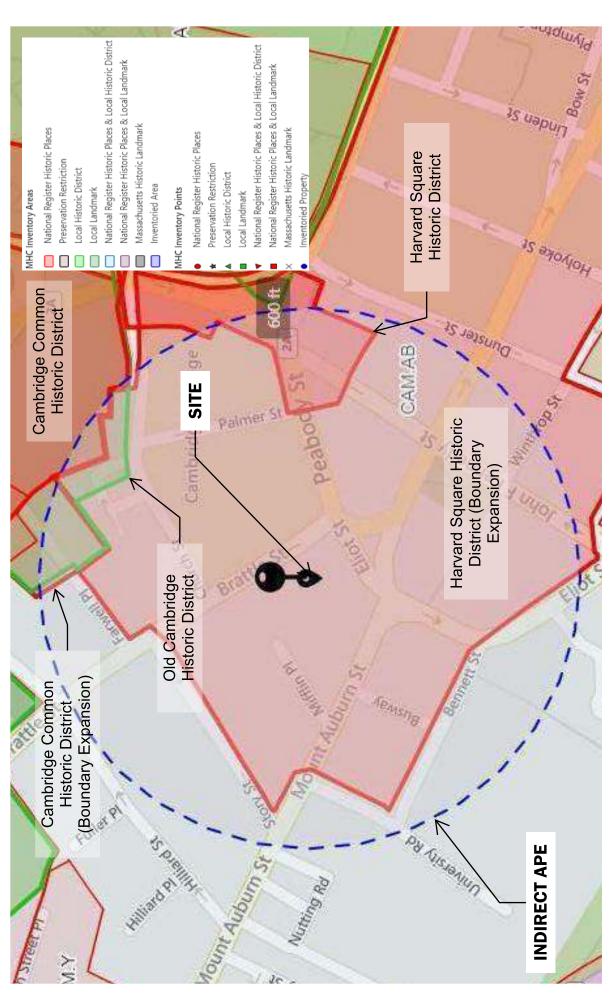


Indirect Effect APE Depicting 600 Foot Search Radius



Cambridge, Massachusetts 02138 BOBOS00341B (BOBOS00341B) 1 Brattle Square

RAM/KER



Indirect Effect APE Depicting 600 Foot Search Radius





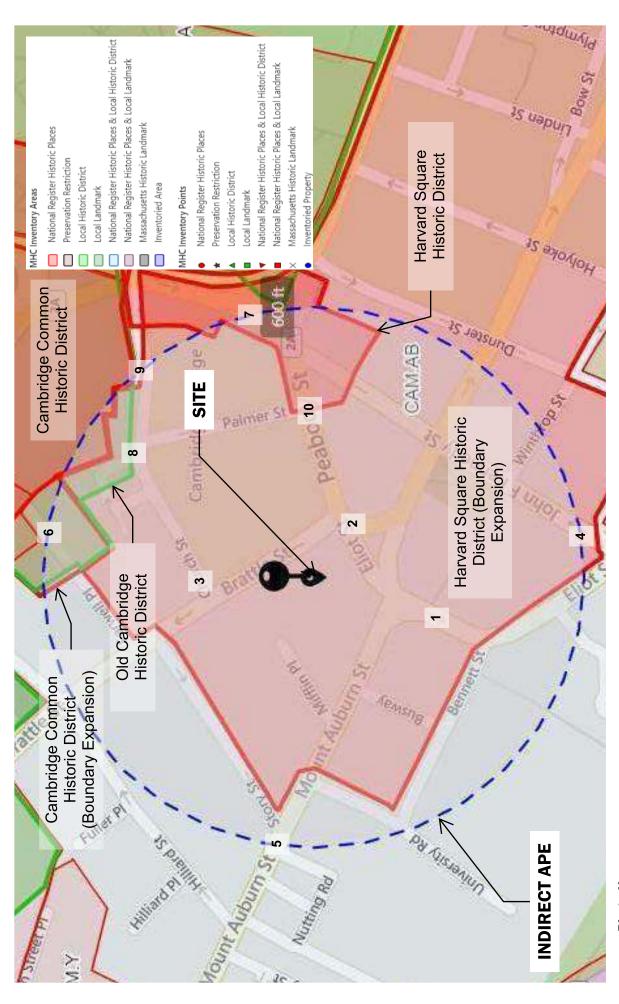
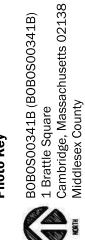


Photo Key









1. View of the host structure facing north from Eliot Street within the Harvard Square Historic District (Boundary Expansion).

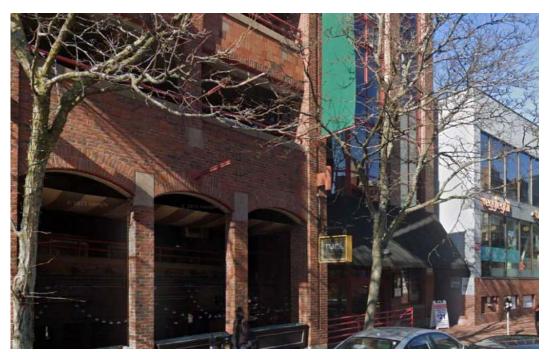


2. View of the host structure facing northwest from Brattle Street within the Harvard Square Historic District (Boundary Expansion).





3. View of the host structure facing south from Church Street within the Harvard Square Historic District (Boundary Expansion).



4. View from the edge of the reduced APE along John F. Kennedy Street facing north-northwest towards the host structure within the Harvard Square Historic District (Boundary Expansion).





5. View from the edge of the reduced APE along Mt Auburn Street facing east-southeast towards the host structure.



6. View from the edge of the reduced APE along Farwell PI facing S-SW within the Cambridge Common Historic District (Boundary Ex.) & Old Cambridge Historic District towards the host structure.



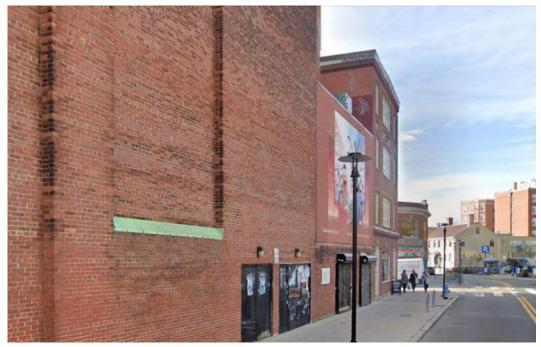


7. View from the edge of the reduced APE along Brattle Street facing west towards the host structure within the Harvard Square Historic District.



8. View from the Old Cambridge Historic District facing southwest towards the host structure along Church Street.

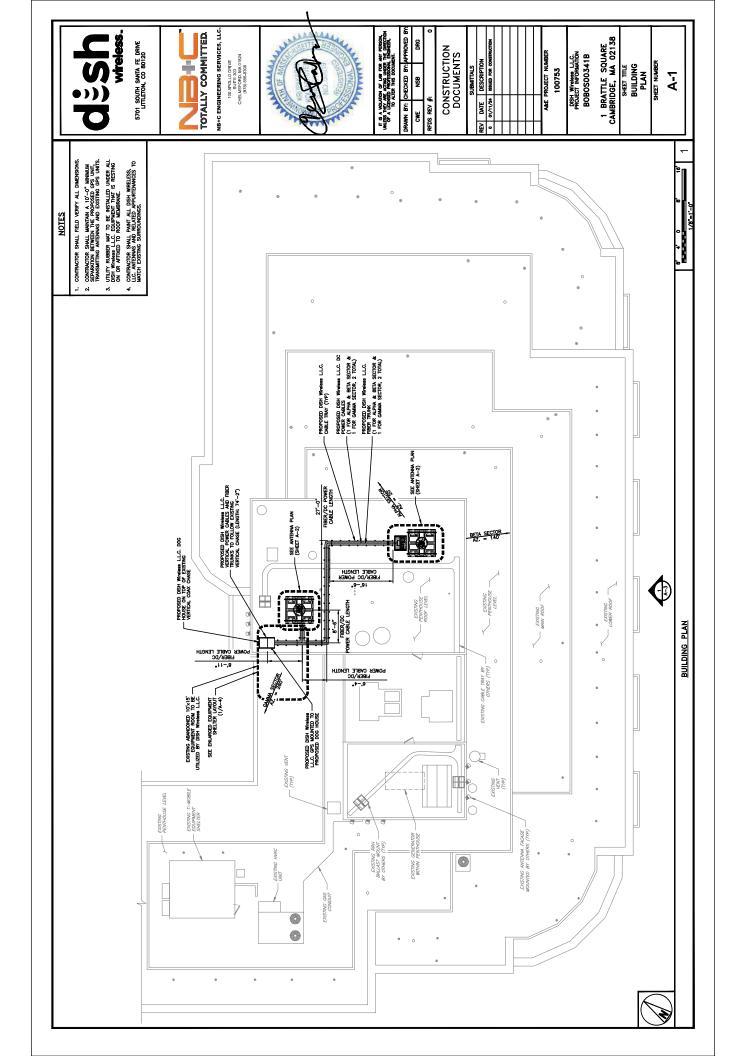


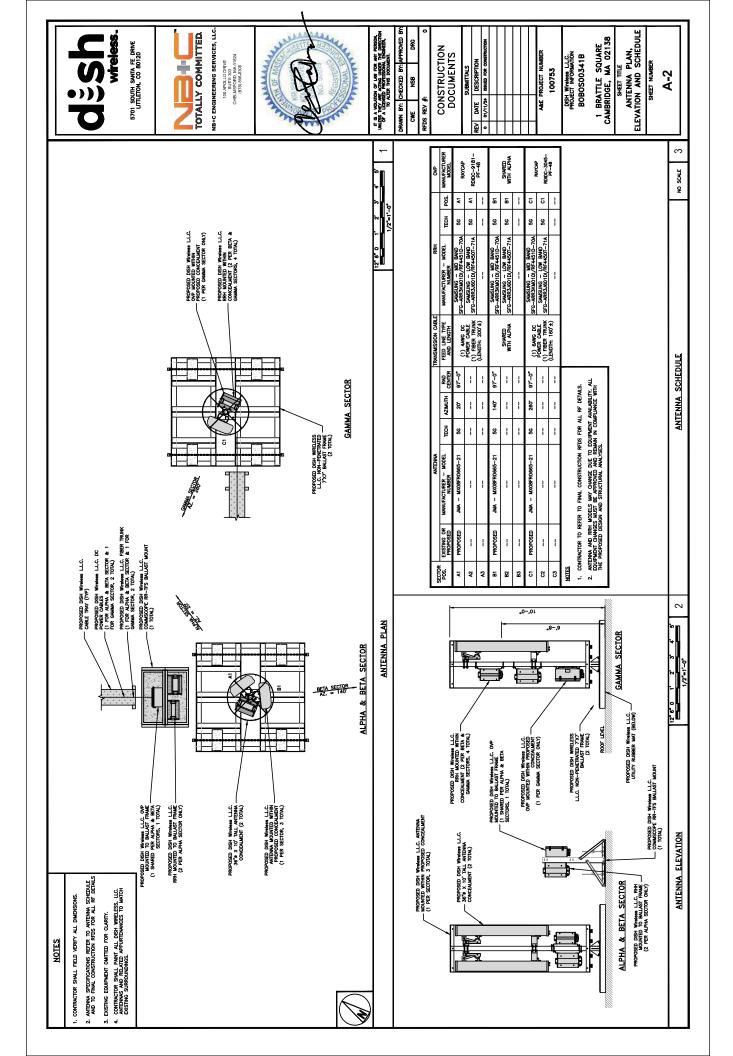


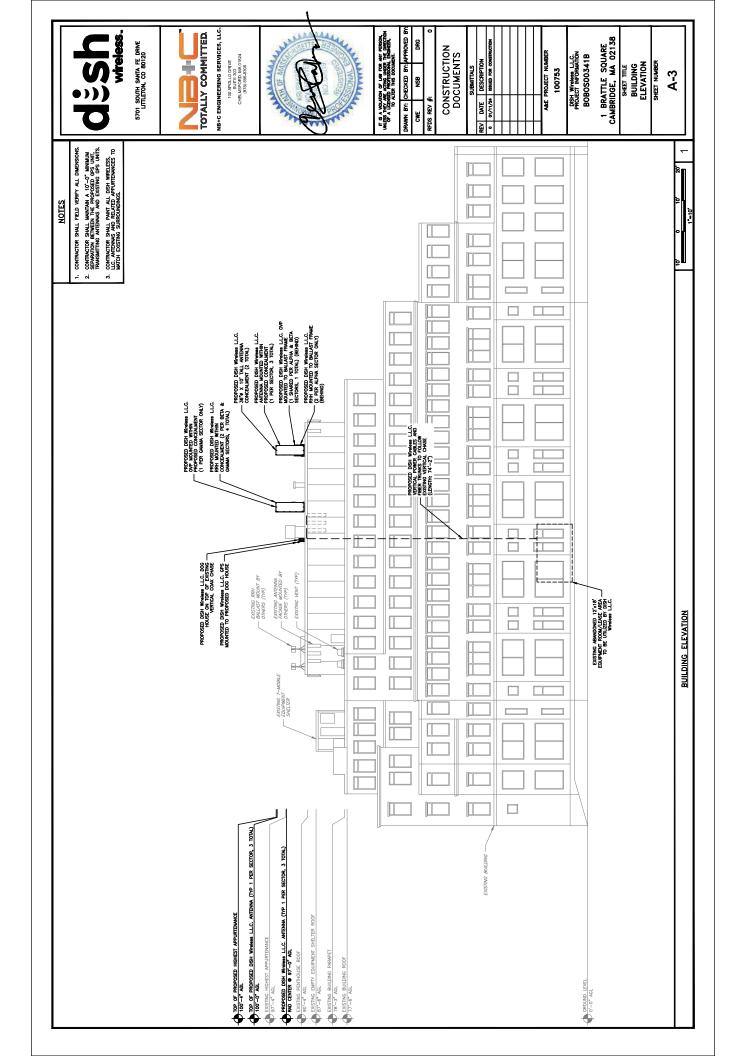
9. View from the Cambridge Common Historic District facing southwest towards the host structure along Church Street.

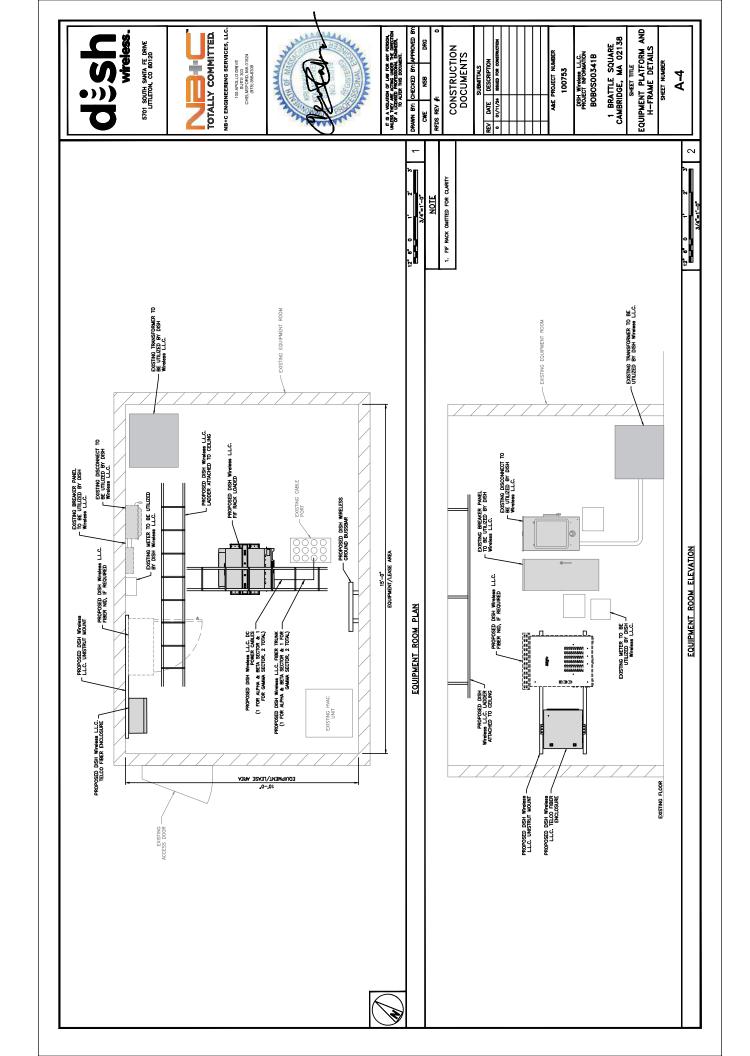


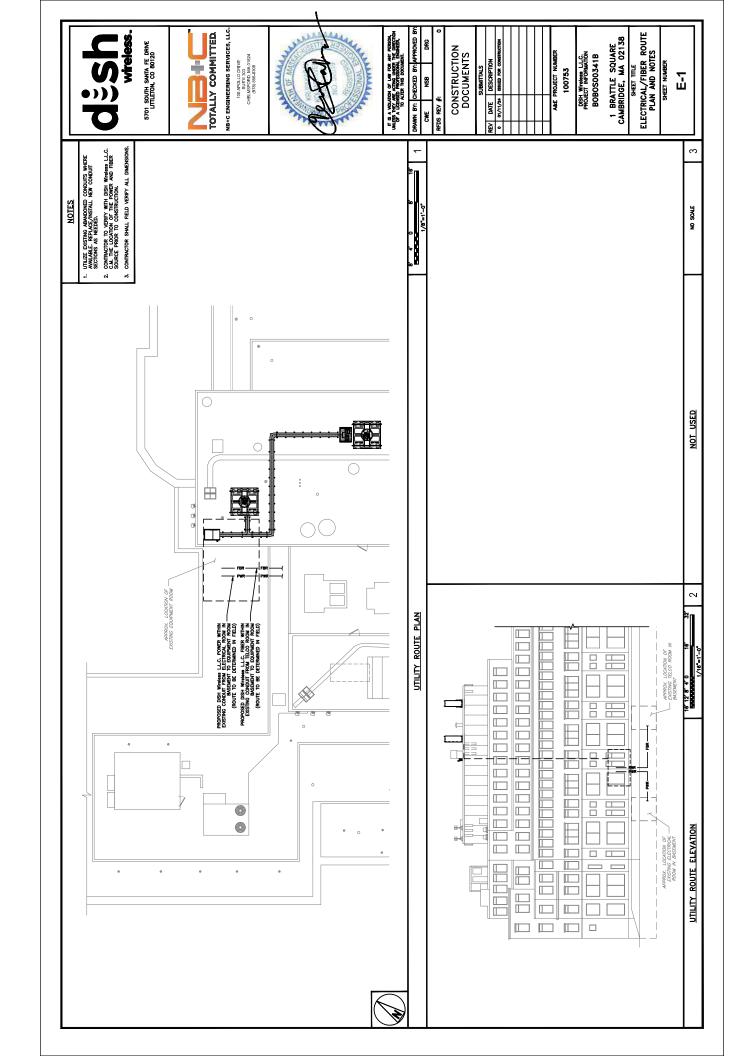
10. View from the Harvard Square Historic District facing west towards the host structure along Brattle Street.

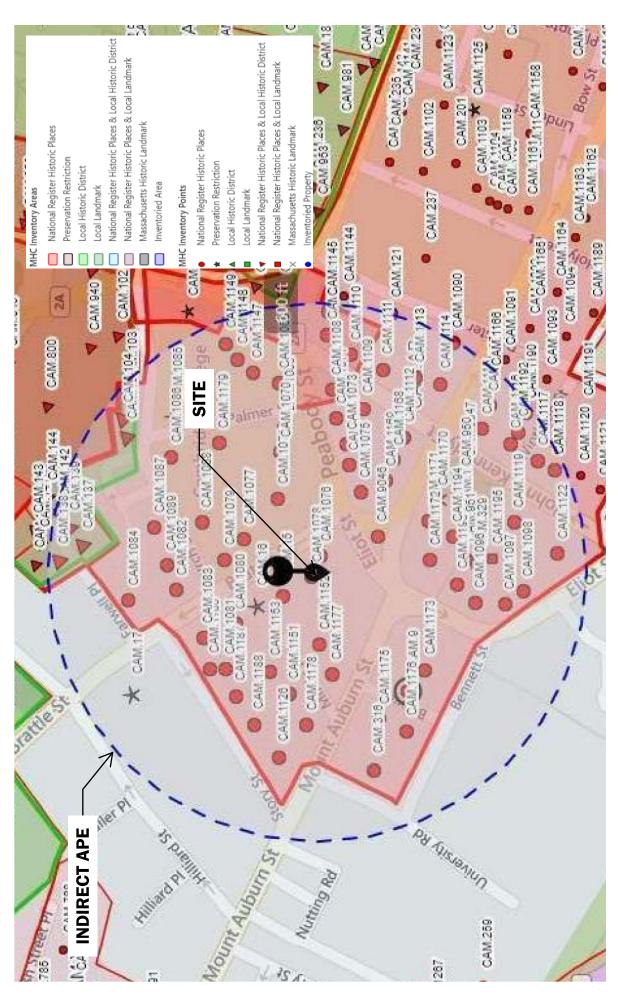








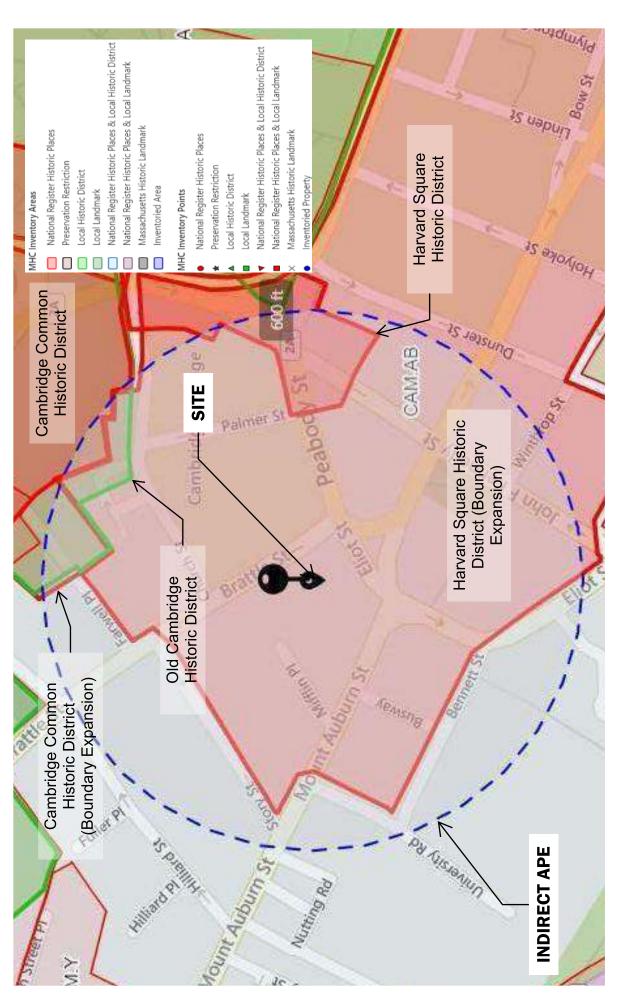




Indirect Effect APE Depicting 600 Foot Search Radius







Indirect Effect APE Depicting 600 Foot Search Radius







FEDERAL COMMUNICATIONS COMMISSION Wireless Telecommunications Bureau 1270 Fairfield Road Gettysburg, PA 17325-7245

NOTICE OF ORGANIZATION(S) WHICH WERE SENT PROPOSED TOWER CONSTRUCTION NOTIFICATION INFORMATION

DISH - BOBOS00341B (BOBOS00341B); JOB # 60991 855 COMMUNITY DRIVE SAUK CITY, WI 53583 Date: 07/05/2024

Reference Number:

Dear Applicant:

Thank you for using the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS). The purpose of this electronic mail message is to inform you that the following authorized persons were sent the notification that you provided through TCNS, which relates to your proposed antenna structure. The information was forwarded by the FCC to authorized TCNS users by electronic mail and/or regular mail (letter). We note that the review period for all parties begins upon receipt of the Submission Packet pursuant to Section VII.A of the NPA and notifications that do not provide this serve as information only.

Persons who have received the notification that you provided include leaders or their designees of federally-recognized American Indian Tribes, including Alaska Native Villages (collectively "Tribal Nations"), Native Hawaiian Organizations (NHOs), and State Historic Preservation Officers (SHPOs). For your convenience in identifying the referenced Tribal Nations and NHOs and in making further contacts, the City and State of the Seat of Government for each Tribal Nation and NHO, as well as the designated contact person, is included in the listing below. We note that Tribal Nations may have Section 106 cultural interests in ancestral homelands or other locations that are far removed from their current Seat of Government. Pursuant to the Commission's rules as set forth in the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission (NPA), all Tribal Nations and NHOs listed below must be afforded a reasonable opportunity to respond to this notification, consistent with the procedures set forth below, unless the proposed construction falls within an exclusion designated by the Tribal Nation or NHO. (NPA, Section IV.F.4).

The notification that you provided was forwarded to the following Tribal Nations and NHOs. A Tribal Nation or NHO may not respond until a full Submission Packet is provided. If, upon receipt, the Tribal Nation or NHO does not respond within a reasonable time, you should make a reasonable effort at follow-up contact, unless the Tribal Nation or NHO has agreed to different procedures (NPA, Section IV.F.5). In the event a Tribal Nation or NHO does not respond to a follow-up inquiry, or if a substantive or procedural disagreement arises between you and a Tribal Nation or NHO, you must seek guidance from the Commission (NPA, Section IV.G). These procedures are further set forth in the FCC's Second Report and Order released on March 30, 2018 (FCC 18-30).

- 1. Chief of Staff Audrey Lee Sac and Fox Nation 920883 S. Hwy 99, Building A Stroud, OK cos@sacandfoxnation-nsn.gov; sacandfoxtcns@gmail.com 918-968-3526 (ext: 1072) electronic mail and regular mail
- 2. THPO Lawrence Plucinski Bad River Band of Lake Superior Tribe of Chippewa Indians (PO Box: 39) Odanah, WI thpo@badriver-nsn.gov; deputyTHPO@badriver-nsn.gov 715-682-7123 electronic mail

If the applicant/tower builder receives no response from the Bad River Band of Lake Superior Tribe of Chippewa Indians within 30 days after notification through TCNS, the Bad River Band of Lake Superior Tribe of Chippewa Indians has no interest in participating in pre-construction review for the proposed site. The Applicant/tower builder, however, must immediately notify the Bad River Band of Lake Superior Tribe of Chippewa Indians in the event archaeological properties or human remains are discovered during construction, consistent with Section IX of the Nationwide Programmatic Agreement and applicable law.

3. THPO - Marvin DeFoe - Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin - 88455 Pike Road, HWY 13 - Bayfield, WI - Marvin.DeFoe@redcliff-nsn.gov; Chanell.Curran@redcliff-nsn.gov - 715-779-3761 - electronic mail

Details: Boozhoo, we do not have the Red Cliff Portal site online anymore and apologize for the inconvenience.

If you have a project that has already been paid for or would like to voluntarily pay for, please email documents for project review to THPO@redcliff-nsn.gov. This address is only to be used by Consultants who are voluntarily paying for projects.

If you have any questions, please contact Marvin Defoe, THPO Manager at marvin.defoe@redcliff-nsn.gov or Chanell Curran, THPO Assistant at chanell.curran@redcliff-nsn.gov.

4. THPO - Sarah Thompson - Lac du Flambeau Band of Lake Superior Chippewa Indians - Tribal Historic Preservation Office (PO Box: 67) - Lac du Flambeau, WI - ldfthpo@ldftribe.com - 715-588-2139 - electronic mail Details: Effective Immediately:

Please send all submissions through email until further notice. Effective 3/23/2020

Please email all submissions to ldfthpo@ldftribe.com

Thank you

5. THPO - John Brown - Narragansett Indian Tribe - 4425 South County Trail - Charleston, RI - tashtesook@aol.com - 401-585-0142 - electronic mail

- 6. Senior Cultural Resource Monitor Bettina Washington Wampanoag Tribe of Gay Head-Aquinnah 20 Black Brook Road Aquinnah, MA thpo@wampanoagtribe-nsn.gov; thpo@wampanoagtribe-nsn.gov 508-645-9265 (ext: 175) electronic mail and regular mail
- 7. THPO David Weeden Mashpee Wampanoag Tribe 483 Great Neck Rd.South Mashpee, MA 106Review@mwtribe-nsn.gov; David.weeden@mwtribe-nsn.gov 508-477-0208 (ext: 102) electronic mail

The notification that you provided was also forwarded to the following SHPOs in the State in which you propose to construct and neighboring States. The information was provided to these SHPOs as a courtesy for their information and planning. You need make no effort at this time to follow up with any SHPO that does not respond to this notification. Prior to construction, you must provide the SHPO of the State in which you propose to construct (or the Tribal Historic Preservation Officer, if the project will be located on certain Tribal lands), with a Submission Packet pursuant to Section VII.A of the NPA unless the project is excluded from SHPO review under Section III D or E of the NPA.

- 8. SHPO Cara Metz Massachusetts Historical Commission 220 Morrissey Boulevard Boston, MA cara.metz@sec.state.ma.us 617-727-8470 electronic mail
- 9. Deputy SHPO Jeffrey Emidy Rhode Island Historic Preservation & Heritage Comm Old State House 150 Benefit St Providence, RI jeffrey.emidy@preservation.ri.gov 401-222-4134 electronic mail
- 10. SHPO Edward Sanderson Rhode Island Historic Preservation & Heritage Comm Old State House 150 Benefit St Providence, RI rgreenwood@preservation.ri.gov 401-222-4134 electronic mail
- 11. SHPO Laura Trieschmann Vermont Division for Historic Preservation National Life Building Drawer 20 Montpelier, VT laura.trieschmann@vermont.gov 802-828-3043 electronic mail

TCNS automatically forwards all notifications to all Tribal Nations and SHPOs that have an expressed interest in the geographic area of a proposal. However, if a proposed communications facilities construction falls within a designated exclusion, you need not expect any response and need not pursue any additional process with that Tribal Nation or SHPO. In addition, a particular Tribal Nation or SHPO may also set forth policies or procedures within its details box that exclude from review certain facilities (for example, a statement that it does not review collocations with no ground disturbance; or that indicates that no response within 30 days indicates no interest in participating in pre-construction review).

Please be advised that the FCC cannot guarantee that the contact(s) listed above have opened and reviewed an electronic or regular mail notification. If you learn that any of the above contact information is no longer valid, please contact the FCC by emailing tenshelp@fcc.gov. The following information relating to the proposed tower was

Letter to DISH - BOBOS00341B (BOBOS00341B); Job # 60991 Sandra Weiss

Date:07/05/2024

Page 4

forwarded to the person(s) listed above:

Notification Received: 07/02/2024

Notification ID: 281876

Excluded from SHPO Review: No

Tower Owner Individual or Entity Name: DISH - BOBOS00341B (BOBOS00341B); Job # 60991

Consultant Name: Sandra Weiss

P.O. Box:

Street Address: 855 Community Drive

City: Sauk City State: WI Zip Code: 53583

Phone: 608-644-2297
Email: TCNS@ramaker.com
Structure Type: B - Building
Latitude: 42 deg 22 min 23.9 sec N
Longitude: 71 deg 7 min 17.4 sec W
Location Description: 1 Brattle Square

City: Cambridge

State: MASSACHUSETTS County: MIDDLESEX

Detailed Description of Project (Optional): DISH proposes to install antennas and equipment at the 90.33 foot building

tower at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. Site location to follow.

Ground Elevation: 5.2 meters

Support Structure: 27.5 meters above ground level Overall Structure: 29.7 meters above ground level Overall Height AMSL: 34.9 meters above sea level

If you have any questions or comments regarding this notice, please contact the FCC using the electronic Help Request form located on the FCC's website at:

https://www.fcc.gov/wireless/available-support-services

You may also call the FCC Support Center at (877) 480-3201 (TTY 717-338-2824). Hours are from 8 a.m. to 7:00 p.m. Eastern Time, Monday through Friday (except Federal holidays). To provide quality service and ensure security, all telephone calls are recorded.

Thank you,

Federal Communications Commission



July 5, 2024

Cambridge Historical Commission
Charles Sullivan
Executive Director
831 Massachusetts Avenue, 2nd Floor
Cambridge, Massachusetts 02139

SUBJECT: Request for Section 106 Comments = CLG Representative

PROJECT: BOBOS00341B (BOBOS00341B)

1 Brattle Square

Cambridge, Middlesex County, Massachusetts 02138

Ramaker & Associates, Inc. Project #60991

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a NEPA and Section 106 review of a proposed antenna and equipment installation on a proposed 90.33-foot building (overall height with appurtenances of 97.33 feet). Ramaker and DISH have opined that the proposed activities do not qualify for any categorical exclusions from review under Section 106 of the National Historic Preservation Act (NHPA) set forth in the Federal Communication Commission's (FCC's) *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC* (Nationwide Agreement) nor the Nationwide Programmatic Agreement for Collocations or the FCC's March 8, 2015 "Report & Order." Thus, a Section 106 submittal is required on behalf of the proposed DISH undertaking. The purpose of this report is to document the potential for effect to the project's Direct and Indirect Areas of Potential Effect (APEs).

The proposed activity is located at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. The location of the Subject Property is depicted on the attached Boston South, Massachusetts USGS Quadrangle. The project is also identified as being located at 42° 22' 23.944" North and 71° 7' 17.378" West.

proposes to install antennas and equipment on an existing building located in Cambridge, Massachusetts. As part of the proposed development DISH will install three antennas and several remote radio heads (RRH) on the building rooftop. The proposed antennas will be installed within a concealment painted to match the existing surroundings. Additionally, DISH will install associated telecommunications equipment within existing equipment rooms located inside of the building. Utilities will be routed within the building and along rooftop from the telecommunications equipment to the proposed antennas with no planned ground disturbance. Additional site development details are included in the attached figures.

The host structure is a multi-story institutional/commercial building that was constructed circa 1991. The building is located west of Brattle Street, northwest of Eliot Street, and northeast of Mt. Auburn Street. The surrounding area is characterized by residential, institutional, and commercial properties located along neighboring roadways. An online search of the Massachusetts SHPO Cultural Resource Information System (MACRIS) and the National Register of Historic Places Cultural Resources GIS database did not contain any records for the host structure; however, the host structure is located within the NRHP listed Harvard Square Historic District.

It is the opinion of Ramaker that the proposed DISH undertaking will result in "**No Historic Properties Affected**" in the Direct APE and "**No Adverse Effect**" to cultural or historic properties in the Indirect APE.

Following the FCC protocols and procedures, should you wish to provide additional comments with respect to the potential to effect cultural and/or historic properties, please contact Ramaker. Additionally, if you have any information regarding other potentially interested commenting parties that should be contacted, your input on this matter would also be greatly appreciated. As the project is proposed for development in the very near future, we would appreciate receiving your comments in the next 30 days.

Please direct all correspondence to: Ramaker & Associates, Inc.

Daniel Feldmann, Environmental Scientist

855 Community Drive

Sauk City, Wisconsin 53583

nepa@ramaker.com

If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Ramaker & Associates, Inc.

Daniel Feldmann, Environmental Scientist

Attachments: Site Location Maps Site Photographs Site Plans

Daniel Tell

CC:

City of Cambridge Planning Board History Cambridge

Daniel Feldmann

From: Burks, Sarah <sburks@cambridgema.gov>
Sent: Monday, August 19, 2024 12:26 PM
To: Daniel Feldmann; Joseph, Swaathi

Cc: Planning Board Comment; info@historycambridge.org; HistComm

Subject: RE: BOBOS00341B (BOBOS00341B); Job # 60991 = Section 106 Request for Comment

Daniel,

I've looked over the photo sims and, in my opinion, this does not rise to a level requiring review of the Historical Commission. Thank you for providing the information needed.

Sincerely, Sarah Burks

Sarah L. Burks
Cambridge Historical Commission
831 Massachusetts Ave., 2nd Fl.
Cambridge, MA 02139
617-349-4687
sburks@cambridgema.gov
www.cambridgema.gov/historic

From: Daniel Feldmann < dfeldmann@ramaker.com>

Sent: Wednesday, August 7, 2024 12:31 PM

To: Joseph, Swaathi <sjoseph@cambridgema.gov>; Burks, Sarah <sburks@cambridgema.gov>

Cc: Planning Board Comment < Planningboardcomment@Cambridgema.gov>; info@historycambridge.org; HistComm

<HistComm@CambridgeMA.GOV>

Subject: RE: BOBOS00341B (BOBOS00341B); Job # 60991 = Section 106 Request for Comment

Hi Joseph and Sarah,

It has been awhile since your last correspondence; however, I wanted to provide photo sims DISH has provided us for the proposed undertaking (attached). DISH considered several potential antenna locations on the building; however, following detailed analysis of radio frequency (RF) coverage and capacity objectives, the current proposed antenna locations were selected to meet their technical RF requirements.

DISH will be submitting a full permitting and zoning package of the proposed undertaking to the City of Cambridge. It is our understanding that the City of Cambridge will then determine whether a special permit will be required for the proposed undertaking.

Please let me know if you have further questions.

Thank You, Dan



Daniel Feldmann | NEPA Compliance Manager RAMAKER | employee-owned 855 Community Dr, Sauk City, WI 53583 D (608) 644-2240 | M (608) 963-3049

www.ramaker.com | dfeldmann@ramaker.com





From: Joseph, Swaathi <sjoseph@cambridgema.gov>

Sent: Wednesday, July 17, 2024 12:33 PM

To: Burks, Sarah <<u>sburks@cambridgema.gov</u>>; Daniel Feldmann <<u>dfeldmann@ramaker.com</u>> **Subject:** RE: BOBOS00341B (BOBOS00341B); Job # 60991 = Section 106 Request for Comment

You don't often get email from sjoseph@cambridgema.gov. Learn why this is important

CAUTION: This email originated from outside our organization.

Sarah,

Thank you for connecting me with this project.

Daniel,

Please clarify if this project will need a Board of Zoning Appeal (BZA) special permit. Planning Board may select some of the antenna BZA cases to provide comments to BZA.

Sincerely, Swaathi

From: Burks, Sarah < sburks@cambridgema.gov >

Sent: Wednesday, July 17, 2024 1:20 PM

To: Daniel Feldmann <a feldmann@ramaker.com>; HistComm < HistComm@CambridgeMA.GOV>

Cc: Planning Board Comment < Planningboardcomment@Cambridgema.gov >; info@historycambridge.org; Joseph,

Swaathi <sjoseph@cambridgema.gov>

Subject: RE: BOBOS00341B (BOBOS00341B); Job # 60991 = Section 106 Request for Comment

Hello Daniel,

Thank you for providing this information. Could the two antenna structures be located on the next level down or further back from the corner of Brattle and Mt Auburn streets? Do you have photo renderings of the proposed placement that you could send us? I have copied Swaathi Joseph of the Community Development Department as a Planning Board contact.

Sincerely, Sarah Burks Sarah L. Burks
Cambridge Historical Commission
831 Massachusetts Ave., 2nd Fl.
Cambridge, MA 02139
617-349-4687
sburks@cambridgema.gov/historic

From: Daniel Feldmann < dfeldmann@ramaker.com>

Sent: Friday, July 5, 2024 11:08 AM

To: HistComm@CambridgeMA.GOV>

Cc: Planning Board Comment < Planningboardcomment@Cambridgema.gov >; info@historycambridge.org

Subject: BOBOS00341B (BOBOS00341B); Job # 60991 = Section 106 Request for Comment

Good Morning,

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a NEPA and Section 106 review of a proposed antenna and equipment installation on a proposed 90.33-foot building (overall height with appurtenances of 97.33 feet). Ramaker and DISH have opined that the proposed activities do not qualify for any categorical exclusions from review under Section 106 of the National Historic Preservation Act (NHPA) set forth in the Federal Communication Commission's (FCC's) Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC (Nationwide Agreement) nor the Nationwide Programmatic Agreement for Collocations or the FCC's March 8, 2015 "Report & Order." Thus, a Section 106 submittal is required on behalf of the proposed DISH undertaking. The purpose of this report is to document the potential for effect to the project's Direct and Indirect Areas of Potential Effect (APEs).

Following the FCC protocols and procedures, should you wish to provide additional comments with respect to the potential to effect cultural and/or historic properties, please contact Ramaker. Additionally, if you have any information regarding other potentially interested consulting parties that should be contacted, your input on this matter would also be greatly appreciated. As the project is proposed for development in the very near future, we would appreciate receiving your comments in the next 30 days.

Thank You, Dan



Daniel Feldmann | Environmental Scientist RAMAKER | employee-owned 855 Community Dr, Sauk City, WI 53583 D (608) 644-2240 | M (608) 963-3049









July 5, 2024

City of Cambridge Planning Board Mary Flynn Chair 344 Broadway Cambridge, Massachusetts 02139

SUBJECT: Request for Section 106 Comments = Interested Party

PROJECT: BOBOS00341B (BOBOS00341B)

1 Brattle Square

Cambridge, Middlesex County, Massachusetts 02138

Ramaker & Associates, Inc. Project #60991

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a NEPA and Section 106 review of a proposed antenna and equipment installation on a proposed 90.33-foot building (overall height with appurtenances of 97.33 feet). Ramaker and DISH have opined that the proposed activities do not qualify for any categorical exclusions from review under Section 106 of the National Historic Preservation Act (NHPA) set forth in the Federal Communication Commission's (FCC's) *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC* (Nationwide Agreement) nor the Nationwide Programmatic Agreement for Collocations or the FCC's March 8, 2015 "Report & Order." Thus, a Section 106 submittal is required on behalf of the proposed DISH undertaking. The purpose of this report is to document the potential for effect to the project's Direct and Indirect Areas of Potential Effect (APEs).

The proposed activity is located at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. The location of the Subject Property is depicted on the attached Boston South, Massachusetts USGS Quadrangle. The project is also identified as being located at 42° 22' 23.944" North and 71° 7' 17.378" West.

DISH proposes to install antennas and equipment on an existing building located in Cambridge, Massachusetts. As part of the proposed development DISH will install three antennas and several remote radio heads (RRH) on the building rooftop. The proposed antennas will be installed within a concealment painted to match the existing surroundings. Additionally, DISH will install associated telecommunications equipment within existing equipment rooms located inside of the building. Utilities will be routed within the building and along rooftop from the telecommunications equipment to the proposed antennas with no planned ground disturbance. Additional site development details are included in the attached figures.

The host structure is a multi-story institutional/commercial building that was constructed circa 1991. The building is located west of Brattle Street, northwest of Eliot Street, and northeast of Mt. Auburn Street. The surrounding area is characterized by residential, institutional, and commercial properties located along neighboring roadways. An online search of the Massachusetts SHPO Cultural Resource Information System (MACRIS) and the National Register of Historic Places Cultural Resources GIS database did not contain any records for the host structure; however, the host structure is located within the NRHP listed Harvard Square Historic District.

It is the opinion of Ramaker that the proposed DISH undertaking will result in "**No Historic Properties Affected**" in the Direct APE and "**No Adverse Effect**" to cultural or historic properties in the Indirect APE.

Following the FCC protocols and procedures, should you wish to provide additional comments with respect to the potential to effect cultural and/or historic properties, please contact Ramaker. Additionally, if you have any information regarding other potentially interested commenting parties that should be contacted, your input on this matter would also be greatly appreciated. As the project is proposed for development in the very near future, we would appreciate receiving your comments in the next 30 days.

Please direct all correspondence to: Ramaker & Associates, Inc.

Daniel Feldmann, Environmental Scientist

855 Community Drive

Sauk City, Wisconsin 53583

nepa@ramaker.com

If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Ramaker & Associates, Inc.

Daniel Feldmann, Environmental Scientist

Attachments: Site Location Maps Site Photographs Site Plans

Daniel Tell

CC:

Cambridge Historical Commission History Cambridge



July 5, 2024

History Cambridge
Marieka Van Damme
Executive Director
159 Brattle Street
Cambridge, Massachusetts 02138

SUBJECT: Request for Section 106 Comments = Interested Party

PROJECT: BOBOS00341B (BOBOS00341B)

1 Brattle Square

Cambridge, Middlesex County, Massachusetts 02138

Ramaker & Associates, Inc. Project #60991

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It is the opinion of Ramaker that the proposed DISH undertaking will result in "**No Historic Properties Affected**" in the Direct APE and "**No Adverse Effect**" to cultural or historic properties in the Indirect APE.

Following the FCC protocols and procedures, should you wish to provide additional comments with respect to the potential to effect cultural and/or historic properties, please contact Ramaker. Additionally, if you have any information regarding other potentially interested commenting parties that should be contacted, your input on this matter would also be greatly appreciated. As the project is proposed for development in the very near future, we would appreciate receiving your comments in the next 30 days.

Please direct all correspondence to: Ramaker & Associates, Inc.

Daniel Feldmann, Environmental Scientist

855 Community Drive

Sauk City, Wisconsin 53583

nepa@ramaker.com

If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Ramaker & Associates, Inc.

Daniel Feldmann, Environmental Scientist

Attachments: Site Location Maps Site Photographs Site Plans

Daniel Tell

CC:

Cambridge Historical Commission City of Cambridge Planning Board



July 1, 2024

DISH Wireless LLC Andrew Foreman, National Program Manager 5701 South Santa Fe Drive Littleton, Colorado 80120

SUBJECT: PUBLIC NOTICE LANGUAGE (SECTION 106 FILING)

SITE: BOBOS00265A (SITE NUMBER: BOBOS00265A)

RAMAKER & ASSOCIATES, INC. PROJECT NUMBER: 60908

SITE: BOBOS00341B (SITE NUMBER: BOBOS00341B)

RAMAKER & ASSOCIATES, INC. PROJECT NUMBER: 60991

SITE: BOBOS00993E (SITE NUMBER: BOBOS00993E)

RAMAKER & ASSOCIATES, INC. PROJECT NUMBER: 60992

The following text was used to file public notice, as per the Federal Communication Commission's (FCC's) Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission (Nationwide Programmatic Agreement). Details of the public notice are provided below:

• The notice was published in: The Boston Herald Legals newspaper

• The notice was published on: July 8, 2024

• The notice specifically stated:

DISH Wireless LLC (DISH) proposes to install telecommunication antennas and associated equipment on the following existing structures in Massachusetts: a 251' building at 200 Stuart St in Boston, Suffolk County (Job #60908); a 90.33' building at 1 Brattle Square in Cambridge, Middlesex County (Job #60991); and a 166' building at 303 Bunker Hill St in Charlestown, Suffolk County (Job #60992).

In accordance with the National Historic Preservation Act of 1966 and the 2005 Nationwide Programmatic Agreement, DISH is hereby notifying the public of the proposed undertaking and soliciting comments on Historic Properties which may be affected by the proposed undertaking. If you would like to provide specific information regarding potential effects that the proposed undertaking might have to properties that are listed on or eligible for listing in the National Register of Historic Places and located within 3/4 mile of the site, please submit the comments (with Job #s) to: Ramaker, Contractor for DISH, 855 Community Dr, Sauk City, WI 53583 or via e-mail to history@ramaker.com within 30 days of this notice.

A copy of the public notice's affidavit has been included as an attachment. However, if you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

RAMAKER & ASSOCIATES, INC.

Daniel Feldmann, Environmental Scientist

AFFIDAVIT OF PUBLICATION

STATE OF MASSACHUSETTS,

Suffolk County City of Boston

Michele Sisco-Martin residing in Kingston, NY, being duly sworn, deposes and says that she is the Regional Legal Clerk of Media News Group, a Corporation duly organized under the laws of the State of Massachusetts; that said Corportation is the publisher of The Boston Herald, a daily newspaper published in the City of Boston, County of Suffolk and State of Massachusetts, and that the notice of which the annexed is a printed copy, has been regularly published in The Boston Herald.

Once Daily for One Day

To wit: 07/08/24

Sworn to before me this

07/08/24

KATHI L DAVIS NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01DA6410130 Qualified in Ulster County

My Commission Expires October 19, 2024

DISH Wireless LLC (DISH) proposes to install telecommunication antennas and associated equipment on the following structures in Massachusetts: a 251' building at 200 Stuart St in Boston, Suffolk County (Job #60908); a 90.33' building at 1 Brattle Square in Cambridge, Middlesex County (Job #60991); and a 166' building at 303 Bunker Hill St in Charlestown, Suffolk County (Job #60992).

ty (Job #60992).

In accordance with the National Historic Preservation Act of 1966 and the 2005 Nationwide Programmatic Agreement, DISH is hereby notifying the public of the proposed undertaking and soliciting comments on Historic Properties which may be affected by the proposed undertakings. If you would like to provide specific information regarding potential effects that the proposed undertaking might have to properties that are listed on or eligible for listing in the National Register of Historic Places and located within 3/4 mile of the sites, please submit the comments (with Job #\$) to: Ramaker, Contractor for DISH, 855 Community Dr, Sauk City, WI 53583 or via e-mail to history@ramaker.com within 30 days of this notice.

#NY0119046

#NY0119046

2618968 - EM: dgotthart@ramaker.com

Appendix A - SHPO Concurrence



RECEIVED

JUL 0 8 2024

July 5, 2024

MASS. HIST. COMM

TO:

Massachusetts SHPO

Interested THPOs/NHOs

After review of the MHC's files and the . 45488

Date

materials you submitted, the MHC has determined that the proposed project will

have "no adverse effect" on significant

SUBJECT:

Section 106 (FCC Form 621) Submittatoric or archaeological properties.

PROJECT:

BOBOS00341B (BOBOS00341B)

1 Brattle Square

1 Brattle Square

Brona Simon
Cambridge, Middlesex County, Massachusetts 02138

Ramaker & Associates, Inc. Projecs#60991oric Preservation Officer Massachusetts Historical Commission TCNS Number: 281876

Ramaker & Associates, Inc. (Ramaker) was retained by DISH Wireless LLC (DISH) to complete a NEPA and Section 106 review of a proposed antenna and equipment installation on an existing 90.33-foot building (overall height with appurtenances of 97.33 feet). Ramaker and DISH have opined that the proposed activities do not qualify for any categorical exclusions from review under Section 106 of the National Historic Preservation Act (NHPA) set forth in the Federal Communication Commission's (FCC's) Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC (Nationwide Agreement) nor the Nationwide Programmatic Agreement for Collocations or the FCC's March 8, 2015 "Report & Order." Thus, a Section 106 submittal is required on behalf of the proposed DISH undertaking. The purpose of this report is to document the potential for effect to the project's Direct and Indirect Areas of Potential Effect (APEs). The curriculum vitae for the Principal Investigators involved in the preparation of this submittal have been included in Attachment A of the attached FCC Form 621.

GENERAL PROJECT SUMMARY

The proposed activity is located at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. The location of the Subject Property is depicted on the attached Boston South, Massachusetts USGS Quadrangle. The project is also identified as being located at 42° 22' 23.944" North and 71° 7' 17.378" West.

DISH proposes to install antennas and equipment on an existing building located in Cambridge, Massachusetts. As part of the proposed development DISH will install three antennas and several remote radio heads (RRH) on the building rooftop. The proposed antennas will be installed within a concealment painted to match the existing surroundings. Additionally, DISH will install associated telecommunications equipment within existing equipment rooms located inside of the building. Utilities will be routed within the building and along rooftop from the telecommunications equipment to the proposed antennas with no planned ground disturbance. Additional site development details are included in the attached figures.

The host structure is a multi-story institutional/commercial building that was constructed circa 1991. The building is located west of Brattle Street, northwest of Eliot Street, and northeast of Mt. Auburn Street. The surrounding area is characterized by residential, institutional, and commercial properties located along neighboring roadways. An online search of the Massachusetts SHPO Cultural Resource Information System (MACRIS) and the National Register of Historic Places Cultural Resources GIS database did not contain any records for the host structure: however, the host structure is located within the NRHP listed Harvard Square Historic District.

Appendix B - Tribal Coordination Summary

Site Name: BOBOS00341B (BOBOS00341B)

TCNS Tribal Review Summary

Site Number: 60991 TCNS Number: 281876

Tribal Nation	TCNS Issued	Package Sent to	Follow-up	FCC Referral Letter	Closeout Date	
Bad River Band of Lake Superior Tribe of Chippewa Indians	7/5/2024	7/10/2024	7/19/2024	N/A	8/4/2024	30 days have passed since the no further action is required. H 7/19/24 Emailed Follow-up 7/10/24 Emailed Packet
Lac du Flambeau Band of Lake Superior Chippewa Indians	7/5/2024	7/10/2024	7/19/2024	N/A	8/7/2024	8/7/24 Received Response "Ur as amended, we have reviewe information provided for our r Adverse Effect to sites of histo 7/19/24 Emailed Follow-up 7/10/24 Emailed Packet
Mashpee Wampanoag Tribe	7/5/2024	7/10/2024	7/19/2024	8/15/2024	8/30/2024	Per Proposed Construction of does not respond within 15 ca with respect to these Tribal Na 8/13/24 Referred to FCC 7/19/24 Emailed Follow-up 7/10/24 Emailed Packet
Narragansett Indian Tribe	7/5/2024	7/10/2024	7/19/2024	8/15/2024	8/30/2024	Per Proposed Construction of does not respond within 15 cal with respect to these Tribal Na 8/13/24 Referred to FCC 7/19/24 Emailed Follow-up 7/10/24 Emailed Packet
Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin	7/5/2024	7/10/2024	7/19/2024	8/15/2024	8/30/2024	Per Proposed Construction of does not respond within 15 cal with respect to these Tribal Na 8/13/24 Referred to FCC 7/19/24 Emailed Follow-up 7/10/24 Emailed Packet
Sac and Fox Nation in Oklahoma	7/5/2024	7/8/2024	7/19/2024	8/15/2024	8/30/2024	Per Proposed Construction of does not respond within 15 cawith respect to these Tribal Na8/13/24 Referred to FCC



FEDERAL COMMUNICATIONS COMMISSION Wireless Telecommunications Bureau 1270 Fairfield Road Gettysburg, PA 17325-7245

NOTICE OF ORGANIZATION(S) WHICH WERE SENT PROPOSED TOWER CONSTRUCTION NOTIFICATION INFORMATION

DISH - BOBOS00341B (BOBOS00341B); JOB # 60991 855 COMMUNITY DRIVE SAUK CITY, WI 53583 Date: 07/05/2024

Reference Number:

Dear Applicant:

Thank you for using the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS). The purpose of this electronic mail message is to inform you that the following authorized persons were sent the notification that you provided through TCNS, which relates to your proposed antenna structure. The information was forwarded by the FCC to authorized TCNS users by electronic mail and/or regular mail (letter). We note that the review period for all parties begins upon receipt of the Submission Packet pursuant to Section VII.A of the NPA and notifications that do not provide this serve as information only.

Persons who have received the notification that you provided include leaders or their designees of federally-recognized American Indian Tribes, including Alaska Native Villages (collectively "Tribal Nations"), Native Hawaiian Organizations (NHOs), and State Historic Preservation Officers (SHPOs). For your convenience in identifying the referenced Tribal Nations and NHOs and in making further contacts, the City and State of the Seat of Government for each Tribal Nation and NHO, as well as the designated contact person, is included in the listing below. We note that Tribal Nations may have Section 106 cultural interests in ancestral homelands or other locations that are far removed from their current Seat of Government. Pursuant to the Commission's rules as set forth in the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission (NPA), all Tribal Nations and NHOs listed below must be afforded a reasonable opportunity to respond to this notification, consistent with the procedures set forth below, unless the proposed construction falls within an exclusion designated by the Tribal Nation or NHO. (NPA, Section IV.F.4).

The notification that you provided was forwarded to the following Tribal Nations and NHOs. A Tribal Nation or NHO may not respond until a full Submission Packet is provided. If, upon receipt, the Tribal Nation or NHO does not respond within a reasonable time, you should make a reasonable effort at follow-up contact, unless the Tribal Nation or NHO has agreed to different procedures (NPA, Section IV.F.5). In the event a Tribal Nation or NHO does not respond to a follow-up inquiry, or if a substantive or procedural disagreement arises between you and a Tribal Nation or NHO, you must seek guidance from the Commission (NPA, Section IV.G). These procedures are further set forth in the FCC's Second Report and Order released on March 30, 2018 (FCC 18-30).

- 1. Chief of Staff Audrey Lee Sac and Fox Nation 920883 S. Hwy 99, Building A Stroud, OK cos@sacandfoxnation-nsn.gov; sacandfoxtcns@gmail.com 918-968-3526 (ext: 1072) electronic mail and regular mail
- 2. THPO Lawrence Plucinski Bad River Band of Lake Superior Tribe of Chippewa Indians (PO Box: 39) Odanah, WI thpo@badriver-nsn.gov; deputyTHPO@badriver-nsn.gov 715-682-7123 electronic mail

If the applicant/tower builder receives no response from the Bad River Band of Lake Superior Tribe of Chippewa Indians within 30 days after notification through TCNS, the Bad River Band of Lake Superior Tribe of Chippewa Indians has no interest in participating in pre-construction review for the proposed site. The Applicant/tower builder, however, must immediately notify the Bad River Band of Lake Superior Tribe of Chippewa Indians in the event archaeological properties or human remains are discovered during construction, consistent with Section IX of the Nationwide Programmatic Agreement and applicable law.

3. THPO - Marvin DeFoe - Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin - 88455 Pike Road, HWY 13 - Bayfield, WI - Marvin.DeFoe@redcliff-nsn.gov; Chanell.Curran@redcliff-nsn.gov - 715-779-3761 - electronic mail

Details: Boozhoo, we do not have the Red Cliff Portal site online anymore and apologize for the inconvenience.

If you have a project that has already been paid for or would like to voluntarily pay for, please email documents for project review to THPO@redcliff-nsn.gov. This address is only to be used by Consultants who are voluntarily paying for projects.

If you have any questions, please contact Marvin Defoe, THPO Manager at marvin.defoe@redcliff-nsn.gov or Chanell Curran, THPO Assistant at chanell.curran@redcliff-nsn.gov.

4. THPO - Sarah Thompson - Lac du Flambeau Band of Lake Superior Chippewa Indians - Tribal Historic Preservation Office (PO Box: 67) - Lac du Flambeau, WI - ldfthpo@ldftribe.com - 715-588-2139 - electronic mail Details: Effective Immediately:

Please send all submissions through email until further notice. Effective 3/23/2020

Please email all submissions to ldfthpo@ldftribe.com

Thank you

5. THPO - John Brown - Narragansett Indian Tribe - 4425 South County Trail - Charleston, RI - tashtesook@aol.com - 401-585-0142 - electronic mail

- 6. Senior Cultural Resource Monitor Bettina Washington Wampanoag Tribe of Gay Head-Aquinnah 20 Black Brook Road Aquinnah, MA thpo@wampanoagtribe-nsn.gov; thpo@wampanoagtribe-nsn.gov 508-645-9265 (ext: 175) electronic mail and regular mail
- 7. THPO David Weeden Mashpee Wampanoag Tribe 483 Great Neck Rd.South Mashpee, MA 106Review@mwtribe-nsn.gov; David.weeden@mwtribe-nsn.gov 508-477-0208 (ext: 102) electronic mail

The notification that you provided was also forwarded to the following SHPOs in the State in which you propose to construct and neighboring States. The information was provided to these SHPOs as a courtesy for their information and planning. You need make no effort at this time to follow up with any SHPO that does not respond to this notification. Prior to construction, you must provide the SHPO of the State in which you propose to construct (or the Tribal Historic Preservation Officer, if the project will be located on certain Tribal lands), with a Submission Packet pursuant to Section VII.A of the NPA unless the project is excluded from SHPO review under Section III D or E of the NPA.

- 8. SHPO Cara Metz Massachusetts Historical Commission 220 Morrissey Boulevard Boston, MA cara.metz@sec.state.ma.us 617-727-8470 electronic mail
- 9. Deputy SHPO Jeffrey Emidy Rhode Island Historic Preservation & Heritage Comm Old State House 150 Benefit St Providence, RI jeffrey.emidy@preservation.ri.gov 401-222-4134 electronic mail
- 10. SHPO Edward Sanderson Rhode Island Historic Preservation & Heritage Comm Old State House 150 Benefit St Providence, RI rgreenwood@preservation.ri.gov 401-222-4134 electronic mail
- 11. SHPO Laura Trieschmann Vermont Division for Historic Preservation National Life Building Drawer 20 Montpelier, VT laura.trieschmann@vermont.gov 802-828-3043 electronic mail

TCNS automatically forwards all notifications to all Tribal Nations and SHPOs that have an expressed interest in the geographic area of a proposal. However, if a proposed communications facilities construction falls within a designated exclusion, you need not expect any response and need not pursue any additional process with that Tribal Nation or SHPO. In addition, a particular Tribal Nation or SHPO may also set forth policies or procedures within its details box that exclude from review certain facilities (for example, a statement that it does not review collocations with no ground disturbance; or that indicates that no response within 30 days indicates no interest in participating in pre-construction review).

Please be advised that the FCC cannot guarantee that the contact(s) listed above have opened and reviewed an electronic or regular mail notification. If you learn that any of the above contact information is no longer valid, please contact the FCC by emailing tenshelp@fcc.gov. The following information relating to the proposed tower was

Letter to DISH - BOBOS00341B (BOBOS00341B); Job # 60991 Sandra Weiss

Date:07/05/2024

Page 4

forwarded to the person(s) listed above:

Notification Received: 07/02/2024

Notification ID: 281876

Excluded from SHPO Review: No

Tower Owner Individual or Entity Name: DISH - BOBOS00341B (BOBOS00341B); Job # 60991

Consultant Name: Sandra Weiss

P.O. Box:

Street Address: 855 Community Drive

City: Sauk City State: WI Zip Code: 53583

Phone: 608-644-2297
Email: TCNS@ramaker.com
Structure Type: B - Building
Latitude: 42 deg 22 min 23.9 sec N
Longitude: 71 deg 7 min 17.4 sec W
Location Description: 1 Brattle Square

City: Cambridge

State: MASSACHUSETTS County: MIDDLESEX

Detailed Description of Project (Optional): DISH proposes to install antennas and equipment at the 90.33 foot building

tower at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. Site location to follow.

Ground Elevation: 5.2 meters

Support Structure: 27.5 meters above ground level Overall Structure: 29.7 meters above ground level Overall Height AMSL: 34.9 meters above sea level

If you have any questions or comments regarding this notice, please contact the FCC using the electronic Help Request form located on the FCC's website at:

https://www.fcc.gov/wireless/available-support-services

You may also call the FCC Support Center at (877) 480-3201 (TTY 717-338-2824). Hours are from 8 a.m. to 7:00 p.m. Eastern Time, Monday through Friday (except Federal holidays). To provide quality service and ensure security, all telephone calls are recorded.

Thank you,

Federal Communications Commission

Sandra Weiss

From: towernotifyinfo@fcc.gov

Sent: Thursday, August 15, 2024 8:02 AM

To: Ramaker TCNS Consultation

Cc: tcnsweekly@fcc.gov

Subject: Proposed Construction of Communications Facilities Notification of Final Contacts -

Email ID #36491

Follow Up Flag: Follow up Flag Status: Completed

CAUTION: This email originated from outside our organization.

DISH - BOBOS00341B (BOBOS00341B); Job # 60991 Sandra Weiss 855 Community Drive Sauk City, WI 53583

Dear Applicant:

This letter addresses the proposed communications facilities listed below that you have referred to the Federal Communications Commission (Commission) for purposes of contacting federally recognized Indian Tribes, including Alaska Native Villages (collectively Indian Tribes), and Native Hawaiian Organizations (NHOs), as specified by Section IV.G of the Nationwide Programmatic Agreement (NPA). Consistent with the procedures outlined in the Commission's Wireless Infrastructure Second Report and Order (1), we have contacted the Indian Tribes or NHOs identified in the attached Table for the projects listed in the attached Table. You referred these projects to us between 08/08/2024 and 08/15/2024. Our contact with these Tribal Nations or NHOs was sent on 08/15/2024.

Thus, as described in the Wireless Infrastructure Second Report and Order (2), if you or Commission staff do not receive a statement of interest regarding a particular project from any Tribe or NHO within 15 calendar days of 08/15/2024, your obligations under Section IV of the NPA with respect to these Tribal Nations or NHOs are complete. If a Tribal Nation or NHO responds that it has concerns about a historic property of traditional religious and cultural significance that may be affected by the proposed construction within the 15 calendar day period, the Applicant must involve it in the review as set forth in the NPA, and may not begin construction until the process set forth in the NPA is completed.

You are reminded that Section IX of the NPA imposes independent obligations on an Applicant when a previously unidentified site that may be a historic property, including an archeological property, is discovered during construction or after the completion of review. In such instances, the Applicant must cease construction and promptly notify, among others, any potentially affected Tribal Nation or NHO. A Tribal Nation's or NHO's failure to express interest in participating in pre-construction review of an undertaking does not necessarily mean it is not interested in archeological properties or human remains that may inadvertently be discovered during construction. Hence, an Applicant is still required to notify any potentially affected Tribal Nation or NHO of any such finds pursuant to Section IX or other applicable law.

Sincerely,
Jill Springer
Federal Preservation Officer
Federal Communications Commission

jill.springer@fcc.gov

LIST OF PROPOSED COMMUNICATIONS TOWERS

TCNS# 281875 Referred Date: 08/13/2024 Location: 200 Stuart Street, Boston, MA Detailed Description of Project: DISH proposes to install antennas and equipment at the 251 foot building tower at 200 Stuart Street in Boston, Suffolk County, Massachusetts. Site location maps to follow.

Tribe Name: Mashpee Wampanoag Tribe Tribe Name: Narragansett Indian Tribe

Tribe Name: Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin

Tribe Name: Sac and Fox Nation

Tribe Name: Wampanoag Tribe of Gay Head-Aquinnah

TCNS# 281876 Referred Date: 08/13/2024 Location: 1 Brattle Square, Cambridge, MA Detailed Description of Project: DISH proposes to install antennas and equipment at the 90.33 foot building tower at 1 Brattle Square in Cambridge, Middlesex County, Massachusetts. Site location to follow.

Tribe Name: Mashpee Wampanoag Tribe Tribe Name: Narragansett Indian Tribe

Tribe Name: Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin

Tribe Name: Sac and Fox Nation

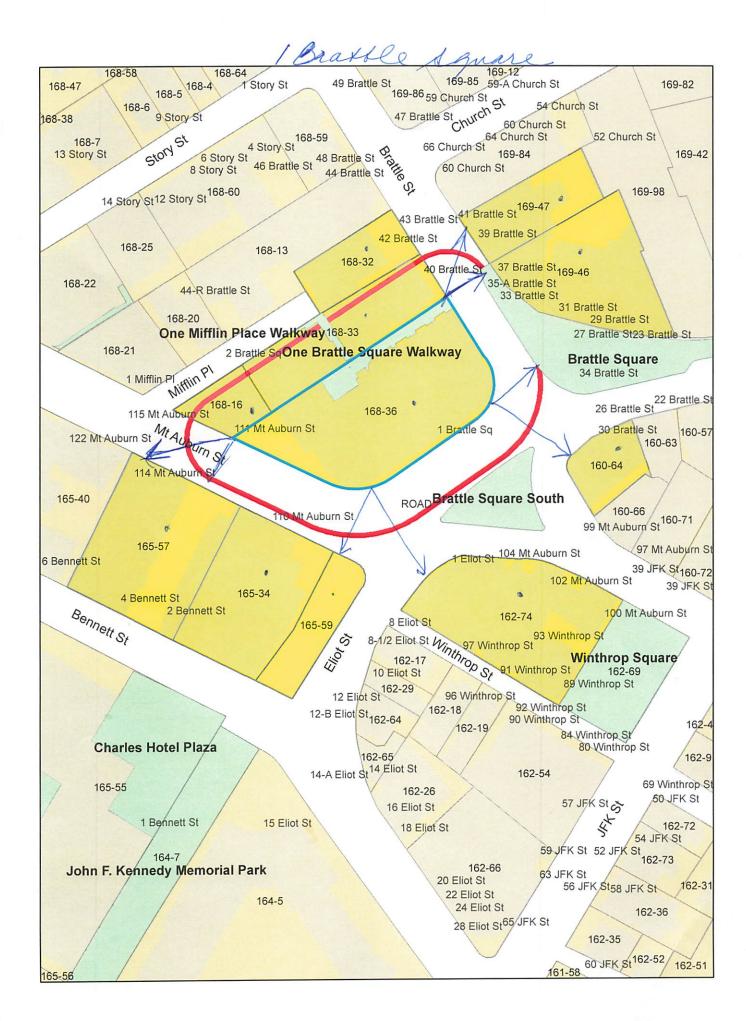
Tribe Name: Wampanoag Tribe of Gay Head-Aquinnah

LEGEND:

* - Notification numbers are assigned by the Commission staff for sites where initial contact was not made through TCNS.

¹⁾ See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Deployment, Second Report and Order, FCC 18-30 (Mar. 30, 2018) (Wireless Infrastructure Second Report and Order).

²⁾ See id. at paras. 111-112.



Brattle Square

162-74
ELIOT SQUARE ENTERPRISES INC.,
TR. ELIOT SQUARE ENTERPRISES TRUST
1270 SOLDIERS FIELD RD
BRIGHTON, MA 02135

165-34
PRESIDENT & FELLOWS OF HARVARD COLLEGE
C/O HARVARD REAL ESTATE INC.
HOLYOKE CENTER ROOM 1017
1350 MASSACHUSETTS AVE
CAMBRIDGE, MA 02138-3895

162-74 BORDEN, PHILIP A. CATHERINE J. TURCO 93 WINTHROP STREET, UNIT WSR 5C CAMBRIDGE, MA 02138

165-57 CONDUCTOR'S BUILDING LLC 20 UNIVERSITY RD. CAMBRIDGE, MA 02138

168-33 UNION OF CONCERNED SCIENTISTS, INC. 40C BRATTLE STREET UNIT 1/4 CAMBRIDGE, MA 02138

162-74 DF CAMBRIDGE HOLDINGS, LLC 55 HUDSON YARDS FL 29 NEW YORK, NY 10001

168-33 BRATTLE SQUARE ASSOCIATES C/O BRATTLE SQUARE MANAGEMENT CORP P.O. BOX 380828 CAMBRIDGE, MA 02238

168-32 CAMBRIDGE CENTER FOR ADULT EDUCATION P.O. BOX 9113 CAMBRIDGE, MA 02238-9113 162-74 BORDEN, PHILIP A. & CATHERINE J. TURCO 95 WINTHROP ST UNIT WSR7 CAMBRIDGE, MA 02138

168-36 BCSP 9 OBS PROPERTY LLC 200 STATE ST BOSTON, MA 02109

162-74 JUNIPER ENTERPRISES LIMITED PARTNERSHIP 1270 SOLDIERS FIELD RD BRIGHTON, MA 02135

160-64 HADLEY, LILLIAN H., HARRY LEBARON SAMPSON, TR. C/O THOMAS HADLEY TRUST 411 WALNUT ST PMB 17806 GREEN COVE SPRINGS, FL 32043

168-16 TARRAGON, LLC 1188 CENTRE STREET NEWTON, MA 02459

169-46-47 AP BRATTLE SQUARE, LP C/O ASANA PARTNERS,LP 1616 CAMDEN RD SUITE 210 CHARLOTTE, NC 28203

168-33 COHEN, SAUL B. & MARC E. GOLDBERG TRS. OF HARVARD YEARBOOK REALTY TRUST 2 BRATTLE SQUARE CAMBRIDGE, MA 02138

162-74 KOAWOOD LLC PO BOX 590179 NEWTON, MA 02459 KEENAN BRINN, AGENT 31 CHESTERFIELD ROAD MILTON, MA 02186

162-74 HUEBNER, ALEXANDRA 93 WINTHROP ST UNIT 5A CAMBRIDGE, MA 02138

162-74 LAURELWOOD, LLC 1188 CENTRE ST. NEWTON, MA 02458

168-33 UNION OF CONCERNED SCIENTISTS, INC. 2 BRATTLE SQUARE CAMBRIDGE, MA 02138

168-33 B & J BRATTLE REALTY , LLC. 2 BRATTLE SQ CAMBRIDGE, MA 02138

162-74 BALL, VALERIE & ROBERT BRAUNS 93 WINTHROP ST - UNIT WSR 5B CAMBRIDGE, MA 02138

168-33
CRESS, WILLIAM E., TR OF TWO BRATTLE
SQUARE TR. C/O BRATTLE
WALK INC HAMMOND PRP MGMT INC
TWO BRATTLE SQUARE
CAMBRIDGE, MA 02138

165-59 COMMONWEALTH OF MASSACHUSETTS 20 SOMERSET STREET BOSTON, MA 02108



IRAM FAROOQ
Assistant City Manager for
Community Development

SANDRA CLARKE
Chief of Admin/Operations

MELISSA PETERS
Chief of Planning Strategy

CITY OF CAMBRIDGE

Community Development Department

To: Planning Board

From: CDD Staff

Date: January 3, 2025

Re: Wireless Telecommunications Installation BZA-1144543: 1 Brattle

Square

The proposal involves an addition by Dish Wireless to the existing telecommunications installation on the penthouse at One Brattle Square (Planning Board Special Permit PB-152). The installation currently hosts antennas from several operators, including T-Mobile. Dish Wireless proposes to install three panel antennas on the building rooftop, as well as associated Remote Radiohead Units (RRUs) and other equipment. The antennas and some RRUs will be completely concealed within two faux chimneys mounted to the upper rooftop. The other RRU and supporting equipment will be roof-mounted or hidden inside the building. All equipment will be painted to match the penthouse.

While the chimneys conceal the proposed antennas, they represent a departure from the existing installation design, which includes antennas mounted to the penthouse facades that do not extend above the rooftop. The proposed chimneys are quite tall at 10 feet and will be visible from vantage points around the square. The addition of roof-top structures may also create a precedent for similar installations.

Staff recommends further study of alternative design options to determine if a less visually obtrusive layout is feasible. Examples might include:

- Co-locating the Dish antennas with the other existing antennas on the penthouse facades; or
- Lowering the heights of the chimneys and moving them to a less obtrusive location.

The Cambridge Historical Commission staff has also advised that a hearing will be required for the proposal as currently designed. If the installation could be less visible from public ways, (either by its placement or by lowering its height), an administrative staff review may be possible.

344 Broadway Cambridge, MA 02139 Voice: 617 349-4600 Fax: 617 349-4669 TTY: 617 349-4621

www.cambridgema.gov



Thank you, Bza Members

City of Cambridge

Massachusetts

BOARD OF ZONING APPEAL

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



BZA

POSTING NOTICE - PICK UP SHEET

The undersigned picked up the notice board for the Board of Zoning Appeals Hearing.

Name: _	KEENAN BRINN (Print)	Date:	
Address: _	1 Brattle Square	-	, •
Case No	BZA-1144543		
Hearing Da	te: $\frac{1/9/25}{}$		



CITY OF CAMBRIDGE

Community Development Department

IRAM FAROOQ

Assistant City Manager for Community Development To: Board of Zoning Appeal

From: Harvard Square Advisory Committee

Date: December 18, 2024

SANDRA CLARKE

Chief of Admin/Operations Re: 1 Brattle Square – Positive Recommendation

MELISSA PETERS

Chief of Planning Strategy

Overview

The Harvard Square Advisory Committee (the "Committee") met on Wednesday, December 18, 2024 to discuss a special permit application by BCSP 9 OBS Property LLC for Dish Networks to modify an existing wireless communications installation at 1350 Massachusetts Avenue. The meeting was conducted pursuant to the provisions of Section 20.50 of the Cambridge Zoning Ordinance in advance of the applicant's hearing for a special permit from the Board of Zoning Appeal (BZA). Committee members present were Alexandra Offiong, Matthew Simitis, and John DiGiovanni. Absent were Allison Crosbie, Kari Kuelzer, and Nicola Williams. After discussion, John DiGiovanni moved and Matthew Simitis seconded the motion to forward a report to the BZA with a positive recommendation. Three (3) members present voting in favor and none (0) against.

Proposal Description

The Applicant (Dish Networks) is proposing modifications requiring a BZA Special Permit. The modifications include installing a telecommunications facility on an existing rooftop where other wireless providers have already installed their facilities. The work will include the placement of outdoor equipment and antennas.

Public Comments

No public comment.

Recommendation

Members of the Committee were supportive of the applicant's proposal, noting the positive impact of concealing the antenna in a cylindrical structure. The committee had no additional comments on the design or layout.

Respectfully submitted for the Committee,

Evan Spetrini

Evan Spetrini

Community Development Department

344 Broadway Cambridge, MA 02139 Voice: 617 349-4600 Fax: 617 349-4669

TTY: 617 349-4621 www.cambridgema.gov