

**EXHIBIT A**  
**MASTER LICENSE**

**(RE: ATTACHMENT OF WIRELESS COMMUNICATION  
FACILITIES ON PUBLIC POLES)**

This Master License (“Master License”), dated \_\_\_\_\_, 202\_\_ (the “Effective Date”), is made by and between the **City of Madison**, a Wisconsin municipal corporation (the “City”), and \_\_\_\_\_, a \_\_\_\_\_ (the “Licensee”). The City and the Licensee are collectively referred to as “Parties.”

**RECITALS**

WHEREAS, the City owns, operates and maintains traffic signal poles and street light poles (collectively, the “Poles”), as further defined in Paragraph 1.1., within public right-of-way in the City of Madison, Dane County, Wisconsin; and

WHEREAS, the Licensee desires to install, maintain and operate wireless communication facilities (including but not limited to antennas, remote radio units and associated cabling and wiring) (collectively, “Attachments”), as further defined in Paragraph 1.e., in and/or upon certain Poles; and

WHEREAS, the City is willing to grant the Licensee a non-exclusive, revocable license under which the City authorizes the placement or installation of the Licensee’s Attachments on specified Poles, provided that the City may in its sole discretion, for reasons relating to insufficient capacity, safety, reliability, generally applicable engineering purposes or other governmental needs, uses, obligations and reasons, refuse to issue a license for any particular Pole so long as the Licensee is treated in a competitively neutral and non-discriminatory manner as compared with other similarly situated third-parties; and

WHEREAS, the Parties desire to enter into this Master License to define the general terms and conditions which would govern their relationship with respect to Poles on which the City may wish to permit the Licensee to install, maintain and operate communications facilities as hereinafter set forth; and

WHEREAS, the Parties acknowledge that they will enter into a supplement to this Master License (“License Supplement”), the form of which is attached hereto as Exhibit B, with respect to any particular Pole which the Parties agree to license.

NOW, THEREFORE, in consideration of the above recitals and the following mutual covenants, agreements, and obligations of the Parties, which constitute good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions.** For the purposes of this Master License, the following terms, phrases, words, and their derivations shall have the meaning given herein, unless more specifically defined within a specific Paragraph of this License. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the

singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- a. Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance and operation of equipment and the performance of all work in or around the Poles and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this License, and/or other reasonable safety and engineering requirements of the City or other federal, State or local authority with jurisdiction over the Poles.
- b. Application and Review Fee: means the \$500.00 fee payable by the Licensee to the City at the time of submission of a Pole Attachment Application to process the application, review the Pole Site, perform any Make-Ready Work and conduct any Post-Installation Inspections. If, during the application, review and inspection process the City’s actual costs associated with a Pole Attachment Application or any Make-Ready Work exceed \$500, or when such costs are anticipated by the City, the City shall notify Applicant of the additional fees that will be due, provided that any increase in the Application and Review Fee shall be consistent with federal and state laws.
- c. Approved Plans and Specifications: means the plans and specifications for the Attachments, approved and signed and dated by the City Traffic Engineer or designee and attached as Exhibit 1 to the License Supplement.
- d. Attaching Entity: means any public or private entity, including the Licensee, who, pursuant to a valid authorization with the City, places an Attachment on or within a Pole to provide Communications Service.
- e. Attachment(s): means wireline or wireless equipment providing small cell Communications Service, including but not limited to fiber optic, copper and/or coaxial cables, wireless antennas, receivers or transceivers, mounting hardware, power supplies, grounding or bonding wires, and associated equipment.
- f. Capacity: means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- g. Communications Service: means Cable Service, as defined in 47 USC §522(6), Telecommunications Service, as defined in 47 USC §153(53), Information Service, as defined in 47 USC §153(24), or wireless service.
- h. Conduit System: means the City’s conduits, Innerduct, manholes, handholes, vaults, pull-boxes and trenches.
- i. Innerduct: means flexible conduit installed inside a larger rigid conduit for the placement of wire or cable.

- j. Make-Ready Work: means all work, as reasonably determined by the Licensee, and approved by the City, required to accommodate the Licensee's Attachments and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement of existing attachments, inspections, engineering work, permitting work, design, planning, construction, materials, cost of removal (less any salvage value), cost of expanding, modifying, or relocating existing Conduit System including wiring and cabling, cost of a (City-approved) substitution of Poles, tree trimming (as approved by the City Forester), Pole construction, Conduit System clearing, etc., but does not include routine maintenance or costs that are related to prior damage. Make-Ready Work may, upon review by the City, include additional necessary work beyond what the Licensee initially determines. Make-Ready Work may include the provision of temporary street lighting and traffic signals, along with associated wiring and cabling, if required.
- k. Pole Attachment Application: means the application form attached hereto as Exhibit A, which the Licensee shall complete and submit to the City when requesting permission for a License Supplement allowing for the installation or modification of Attachments on a particular Pole.
- l. Poles: means the City-owned traffic signal poles, street light poles, and associated conduits, together with the lateral arm on which the traffic signal or street light fixture is mounted, concrete pole foundation bases and steel or aluminum transformer bases that are located at the Pole Sites, as defined below. "Poles" as used in this Master License does not include third-party or Licensee-owned poles, or any poles not owned by the City.
- m. Pole Sites: means the property on which the individual Poles are located. The locations of the Pole Sites shall be depicted in the License Supplement(s). An individual Pole location is hereinafter referred to as a "Pole Site."
- n. Post-Installation Inspection: means the inspection by the City to determine and verify that the Attachments have been attached in accordance with Applicable Standards, this Master License and the applicable License Supplement.
- o. Premises: means all space on the Poles occupied by the Attachments.
- p. Reserved Capacity: means capacity or space on, around or within a Pole that the City has identified and reserved for City or other governmental requirements, including, but not limited to, other municipalities and any local school districts.
- q. Small Cell Design Guidelines: the City's approved design and aesthetic regulations, adopted under Madison General Ordinance 10.053(5)(b)1, applicable to small cell installations, as they may be amended and updated from time-to-time.
- r. Small Cell Permit: means written or electronic authorization by the City for the Licensee to place small cell infrastructure equipment in the public right-of-way in accordance with Madison General Ordinance 10.053.

- s. License Supplement: means that certain License Supplement, the form of which is attached hereto as Exhibit B, which is entered into by the Parties for an individual Pole Site.
  - t. Tag: means to place distinct markers on wires and cables, coded by color or other means specified by the City and/or applicable federal, State or local regulations, that will readily identify the type of Attachment, the name of the Attaching Entity and such entity's emergency contact information.
2. Grant of Master License.
- a. Subject to the provisions of this Master License, the City hereby grants the Licensee a revocable, nonexclusive license authorizing the Licensee to install and maintain Attachments on or within specified Poles, subject to the City's issuance of License Supplements therefor. City may revoke the license only as specifically stated by the terms of this Master License.
  - b. Placement of Attachments on or within any specific Pole shall be at the sole discretion of the City so long as the Licensee is treated in a competitively neutral and non-discriminatory manner as compared with other similarly situated third-parties.
3. Premises. Pursuant to the terms and conditions of this Master License and applicable License Supplement(s), the City agrees to license to the Licensee certain Premises in or upon certain Pole(s), as more fully described in each License Supplement to be executed by the Parties, for the installation, operation and maintenance of the Licensee's Attachments; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, to and from the Premises for the purpose of installation, operation and maintenance of such Attachments.
4. Use. The Licensee's use of the Premises shall be limited to the placement, operation, maintenance, repair, modification and removal of the Attachments on each Pole, together with wiring and conduit as necessary to connect the Attachments to existing fiber optic cable and electrical supply located within the public rights-of-way. Any and all Attachments shall be included in the designs shown in and attached to each License Supplement.
5. Term.
- a. This Master License shall be for an initial term of ten (10) years commencing upon the execution hereof by both Parties (the "Initial Term"), and shall be automatically renewed for three additional successive five (5)-year terms unless: (i) either Party provides written notice to the other Party of its intent not to renew not less than three (3) months in advance of the expiration of the Initial Term or a renewal term; or (ii) this Master License is otherwise terminated by either of the Parties as hereinafter provided.
  - b. The term ("Term") of each License Supplement shall commence on the first business day following the day that the License Supplement is fully executed by the Parties (the "Commencement Date") and shall continue for as long as the Licensee uses the

particular Pole to which such Supplement applies, or the date of expiration/termination of the Master License if earlier.

6. Pole Attachment Application and License Supplement Approval Process.

- a. Prior to submitting a Pole Attachment Application for an initial installation, the Licensee is encouraged to contact the City Traffic Engineer to obtain confirmation that the desired Pole is eligible for attachment. The City Traffic Engineer shall provide a response regarding eligibility within three (3) business days of receiving the inquiry.
- b. For each Pole on which the Licensee desires to install or modify Attachments, the Licensee shall submit a written Pole Attachment Application (including all required design documents, etc.), together with payment of the Application and Review Fee. The design documents must reflect that the proposed changes shall not negatively impact the current features or function of the Pole.
- c. Upon receipt of a Pole Attachment Application, the City will review the request and discuss any issues with the Licensee, including engineering or work requirements associated with the proposed installation. The City's acceptance of the submitted design documents does not relieve the Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the License Supplement process shall be consistent with the following timeline:
  - (1) The City shall review and respond to properly executed and complete requests within thirty (30) days of receipt; provided, the Parties agree and acknowledge that the grant or denial of the Licensee's request may be extended beyond 30 days to a mutually agreeable date, if the Parties are communicating and mutually proceeding diligently with the request in good faith. The City's response will provide a written explanation as to why the request is being denied, either in whole or in part.
  - (2) If, in the sole reasonable judgment of the City, the Licensee's use under the circumstances could in any way be deemed unsafe or compromise the reliability of the City's current or future operations, then the City shall have the right to deny the Pole Attachment Application. If a Pole Attachment Application is denied by the City due to concerns about the Licensee's use being unsafe or compromising the reliability of the City's operations, the Licensee may resubmit the application to address these concerns.
  - (3) The City will approve a License Supplement for a specific Pole only when the City determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachments, (ii) the Licensee meets all requirements set forth in this Master License, and (iii) the Licensee's Pole Attachment Application complies with all Applicable Standards.
  - (4) Upon approval of a Pole Attachment Application and receipt of the applicable Application and Review Fee, the City will sign and return to the Licensee a License Supplement for each Pole Site requested, which shall serve as

authorization for the Licensee to make its Attachments on a particular Pole or replacement Pole, as the case may be. Based on approval of this Master License pursuant to a City of Madison Common Council resolution, each individual License Supplement may be approved by the City Traffic Engineer or his/her designee.

- (5) In the event that any Pole to which the Licensee desires to install Attachments is unable to support or accommodate such additional equipment in accordance with all Applicable Standards, the City will so notify the Licensee. In such event, the Licensee shall provide documentation showing that the proposed replacement Pole is capable of supporting the proposed equipment in a safe manner. The design and appearance of the replacement pole shall be approved by the City. The Licensee shall be required to remove the existing Pole and install a replacement Pole at such location, at the Licensee's sole cost and expense. During the Pole replacement work, the Licensee shall be responsible for maintaining/replacing the existing traffic signals, street lighting and/or communication cables, and providing temporary traffic signals and/or street lighting where reasonably required by the City. Upon installation of the replacement Pole, title to such Pole shall transfer to the City, without the need for a bill of sale, and the City shall thereafter be responsible for the maintenance and repair of such replacement Pole, along with the operation of any City equipment attached thereto and the corresponding costs thereof. Any maintenance, repair, or other costs associated with the Attachments shall be the responsibility of the Licensee as provided in Paragraph 8.a.(7). In no event may the Licensee or any of its subcontractors replace, modify or repair existing Poles except as may be expressly authorized by a License Supplement to this Master License.
- d. Treatment of Multiple Requests for Same Pole. If the City receives Pole Attachment Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodation of both requests is not possible, the City will authorize the earliest complete application received. If it is possible to accommodate more than one attachment request through a Pole modification, the cost of any such Pole modification shall be borne by the subsequent Licensee, but both licensees shall be responsible for coordinating the necessary modification or replacement work.
7. Authorization Not Exclusive. The City shall have the right to grant, renew and extend rights and privileges to others not a party to this Master License by contract or otherwise, to use Poles covered by this Master License. Such rights shall not interfere with the rights granted to the Licensee pursuant to this Master License and any License Supplement executed hereunder.
8. Licensee's Installation/Removal/Replacement/Maintenance Work.
  - a. General Conditions.
    - (1) Prior to installation, the Licensee shall apply for and receive from the City a Small Cell Permit and other applicable permits required under Madison General

Ordinance 10.05(2). All Pole Attachments subject to this Master License shall comply fully with the Small Cell Design Guidelines.

- (2) The Licensee shall be responsible for the installation, operation, maintenance, repair, and removal of its Attachments, installation of new poles, and all Make-Ready Work. All installation, operation, maintenance, repair, and removal activities shall have appropriate work zone signage and barricading consistent with applicable provisions of Part VI of the Federal Highway Administration Manual on Uniform Traffic Control Devices, the City of Madison Standards for Sidewalk and Bikeway closures, and the State of Wisconsin Standard Detail Drawings. All work done by the Licensee in the City of Madison Right-of-Way shall be performed in accordance with applicable provisions of the latest edition of the “City of Madison Standard Specifications for Public Works Construction” and all addendums thereto.
- (3) All of the Licensee’s installation, removal and maintenance work shall be performed at the Licensee’s sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of the Pole or other property or equipment, or other Attaching Entity’s facilities or equipment attached thereto. All such work is subject to the insurance requirements of Paragraph 23.
- (4) The Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where the City can contact the Licensee to report damage to the Licensee’s Attachments or other situations requiring immediate communications between the Parties. Such contact person shall be able to respond to the City’s concerns and requests. Failure to maintain an emergency contact shall eliminate the City’s liability to the Licensee for any actions that the City deems reasonably necessary to protect the health, safety and welfare of the public given the specific circumstances.
- (5) In the event a new Pole is installed to support Attachments in accordance with Paragraph 6.c(5), or non-City standard fixtures or arms are installed on Poles, the Licensee shall make available replacement Poles and fixtures as follows:
  - i. The Licensee shall maintain a supply of replacement Poles and fixtures for each non-City standard item of the same design according to the following schedule:

Total Number of Non-City Items	Number of Replacements Required
1 -50	2
51 - 75	3
76 - 100	4
101 or more	5

- ii. Replacement Poles and fixtures shall be stored at a location within 5 miles of the City limits, and the City shall be provided contact information and access to that site.

- iii. If the appropriate spares are not made available to the City, the City shall have the right to install a City-standard pole, or a temporary wood pole, to restore the necessary public function (street lighting, traffic signal, etc.), and once the Licensee has obtained a replacement Pole, the Licensee shall be responsible for re-installation.
- (6) The Licensee's installation, operation, and maintenance of the Attachments shall be done in accordance with the Approved Plans and Specifications attached to the License Supplement and only after obtaining all necessary permits required.
- (7) The Licensee shall be responsible for and pay all costs associated with the construction, maintenance, repair, and replacement of the Attachments, including the restoration of any disturbed terrace areas or damaged sidewalks.
- (8) Access to the Premises shall be provided to the Licensee at all times upon a minimum of one business days' notice to the City's Traffic Engineering Lead Electrician between the normal working hours of 7:00 A.M. and 4:00 P.M., with the exception that in cases of emergency involving impact to Licensee's ability to provide service Licensee shall provide as much advance notice as practicable. The Licensee shall arrange for access to the Premises by contacting the City's Traffic Engineering Lead Electrician at (608) 266-9031.
- (9) The Licensee shall coordinate the schedule of any installation or non-emergency repairs with the City's Traffic Engineering Lead Electrician a minimum of forty-eight (48) hours prior to the Licensee's intended entry to the Premises for the installation or repair activity. In the case of emergency repairs, the Licensee shall provide notice to the City as outlined in Paragraph 21.b. The Licensee shall then provide written notice to the City of any such actions taken within five (5) business days of the occurrence.
- (10) The Licensee shall, at its own expense, keep and maintain the Attachments in a safe and presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity, and in compliance with all applicable safety laws and regulations and the Small Cell Design Guidelines.
- (11) Subject to Paragraph 15.b., prior to making any post-installation modifications at a Pole Site that involve material changes to the size, weight or appearance of the Attachments, other than maintenance and repair of site-specific Attachments as further provided in this Master License, the Licensee shall submit a Pole Attachment Application to the City describing the proposed modifications. The City Traffic Engineer, or his/her designee, shall review the Pole Attachment Application pursuant to the terms and conditions of this Master License, and if approved such Pole Attachment Application shall be attached as a revised Exhibit 1 to the License Supplement. Notwithstanding the foregoing, the Licensee shall have the right to replace any or all Attachments on a given Pole with replacement equipment of the same kind, which is reinstalled in the same

place and position and is of the same size and weight as the replaced Attachment(s).

- (12) The Licensee agrees to join and maintain membership in Diggers Hotline (see: [www.diggershotline.com](http://www.diggershotline.com)) and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this Master License.
  - (13) The Licensee shall Tag all of its Attachments upon installation, in accordance with any applicable federal, State and local regulations and any additional requirements that City Traffic Engineering may require, provided such requirements shall be non-discriminatory between Licensees.
- b. Electrical and Fiber Services.
- (1) The Licensee shall arrange for the provision of a metered power source and additional electrical service to a Pole Site, at no cost to the City.
  - (2) In the event of any power interruption at the Premises, the Licensee shall be permitted during the Term of each License Supplement, to install, maintain and/or provide access to and use of, a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere in the immediate vicinity of the Pole Site in such locations as reasonably approved by the City, such reasonable approval to be provided within (7) days of a request for a temporary power source. The Licensee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises upon reasonable approval of the City.
  - (3) The Licensee shall arrange for the installation of fiber optic cable to a given Pole Site, if needed. In no event shall the Licensee be permitted to tap into the City's fiber optic cable, if any, serving any Pole Site, unless there is a written agreement between the parties for shared fiber and the Licensee has a Facilities Access Permit under Section 10.057, Madison General Ordinances.
  - (4) Except in an emergency, either party's authorized field personnel will contact the other party's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform the other party of the need for a temporary power-shut-down. Temporary power sources may be required to maintain City traffic signals or street lights. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be performed with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the Premises, the party who accomplished the power-down shall restore power and inform the other party as soon as possible that power has been restored.
- c. Reserved Capacity. Access to space on Poles will be made available to the Licensee with the understanding that Poles may be subject to Reserved Capacity for future

governmental use. In such case, the City may refuse to permit Attachments on a given Pole or may, within its discretion, permit Attachments subject to reclaiming its Reserved Capacity in the future. On giving the Licensee at least one hundred and eighty (180) calendar days prior notice, the City may reclaim such Reserved Capacity if required for future governmental use. The City may, within its reasonable discretion, give the Licensee the option to remove its Attachments from the affected Pole or to pay for the cost of any Make-Ready Work needed to expand Capacity to accommodate the governmental needs while at the same time maintaining the Licensee's Attachments on the affected Pole(s). If Licensee is unable or unwilling to maintain its Attachment, Licensee and the City will work together in good faith to accommodate reattachment of Licensee's Attachments to a nearby Pole, provided, however, that Licensee shall be solely responsible for the costs of any such relocation.

- d. No Interest in Property. No use, however lengthy, of any Pole, and no payment of any fees or charges required under this Master License, shall create or vest in the Licensee any easement or other ownership or property right of any nature in any portion of a Pole. Neither this Master License, nor any License Supplement granted under this Master License, shall constitute an assignment of any of the City's rights to a Pole. Notwithstanding anything in this Master License to the contrary, the Licensee shall, at all times, be and remain a licensee only.
- e. Licensee's Right to Attach. Nothing in this Master License, other than a License Supplement issued pursuant to Paragraph 6, shall be construed as granting the Licensee any right to attach the Licensee's Attachments to or within any specific Pole.
- f. City's Rights over Poles. The Parties agree that this Master License does not in any way limit the City's right to locate, operate, maintain or remove its Poles in the manner that will best enable it to fulfill any governmental requirements.
- g. Expansion of Capacity. Nothing in this Master License shall be construed to require the City to install, retain, extend or maintain any Pole for use when such facility is not needed for the City's or any other governmental service requirements.
- h. Other Agreements. Except as provided herein, nothing in this Master License shall limit, restrict, or prohibit the City from fulfilling any agreement or arrangement regarding Poles into which the City has previously entered, or may enter in the future, with others not a party to this Master License, provided that any such future attachments shall not interfere with the Licensee's Attachments or rights granted under this Master License or any supplement issued hereunder, except as provided herein.
- i. No Use After Termination. Nothing in this Master License shall be construed to require the City to allow the Licensee to use Poles after the termination of this Master License.
- j. Enclosures. Nothing in this Master License shall authorize the Licensee to place above-ground pedestals, enclosures or cabinets at the base of any Poles upon which the Licensee has made authorized Attachments, except as authorized by the City Traffic Engineer, or only where mandated by utility company providing power and fiber to the Licensee's Attachments.

- k. Violation of Specifications. Except as authorized by the City in writing, only the Attachments depicted and described in the approved Pole Attachment Application may be attached to any Pole; provided, however, that different internal components may be substituted as part of an upgrade of the Attachments; and further provided, different Attachments of similar or smaller size may be substituted upon the filing of a description and design of the new devices at least fifteen (15) days in advance of such change. Any said upgrade or substitution must maintain the structural integrity of the Pole, and the Licensee will provide all necessary supporting documentation. If the Licensee's Attachments, or any part thereof, are installed, used or maintained in violation of this Master License, and the Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from the City, the City at its option, may unilaterally correct such conditions. The City will attempt to notify the Licensee in writing prior to performing such work whenever practicable. When the City believes, however, that such violation(s) pose an immediate threat to the safety of any person, materially interfere with the performance of the City's service obligations, or pose an immediate threat to the physical integrity of a Pole(s), the City may perform such work and/or take such action as it deems necessary without first giving written notice to the Licensee. As soon as practicable thereafter, the City will advise the Licensee of the work performed or the action taken. The Licensee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph and shall indemnify the City from liability for all such work.
  - l. Restoration of City Service. The City's service restoration requirements shall take precedence over any and all work operations of the Licensee on a Pole.
  - m. Effect of Failure to Exercise Access Rights. If the Licensee does not exercise any access right granted pursuant to a License Supplement within one hundred and eighty (180) calendar days of the effective date of such right and any extension thereof, and the City does not grant the Licensee an extension of time, in writing, within which to exercise these rights, such License Supplement shall be deemed null and void and the City may use the space scheduled for the Licensee's Attachment(s) for its own needs or other Attaching Entities. The City shall grant the Licensee up to two 90-day extensions of time in which to exercise its rights, provided that the Licensee demonstrates that it is diligently pursuing completion of the Approved Plans and Specifications. However, in no event shall the total period before access rights are exercised exceed 365 days.
  - n. No Guaranty. Nothing in this License shall be construed as a guaranty of the condition of any Pole in connection with the Licensee's Attachments or impose any obligation upon the City to repair or replace an existing Pole in order to accommodate a request by the Licensee to install an Attachment.
9. Pole Modifications and/or Replacements.
- a. Changes and Allocation of Costs. The costs for any rearrangement or transfer of the Licensee's Attachments or the modification or replacement of a City Pole (including any related costs for City-approved tree cutting or trimming or Conduit clearing) shall be allocated to the City and/or the Licensee and/or other Attaching Entity on the

following basis:

- (1) If the modification or replacement of a Pole is necessitated by the requirements of the Licensee, the Licensee shall be responsible for the Make-Ready Work (i.e., costs related to the modification or replacement of the Pole and for the costs associated with the transfer or rearrangement of its Attachments or equipment belonging to any other Attaching Entity). The Licensee shall submit to the City evidence, in writing (e.g. email confirmation from affected Attaching Entity), that it has made arrangements to reimburse all affected Attaching Entities for the cost to transfer or rearrange such Entities' equipment prior to the commencement of any Make-Ready Work. The City shall not be obligated in any way to enforce or administer the Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's equipment pursuant to this Paragraph.
- (2) If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than the City or the Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring the Licensee's Attachments. The Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving the Licensee's Attachments.
- (3) If a Pole must be modified or replaced for reasons unrelated to the use of the Pole by the Licensee or other Attaching Entities (e.g., storm, accident, deterioration, public construction project), the City shall pay the costs of the modification or replacement of the Pole (with the Licensee providing replacement poles if a non-standard pole is involved); provided, however, that the Licensee shall be responsible for the costs of rearranging or transferring its Attachments. In such event, the City shall require the Licensee to perform the transfer or rearrangement of its Attachments at its own expense within thirty (30) calendar days after receipt of notice from the City, unless otherwise agreed to by the Parties. If the Licensee fails to transfer or rearrange its Attachments within thirty (30) calendar days after receiving such notice from the City, or as otherwise agreed to by the Parties, the City shall have the right to transfer or rearrange the Licensee's Attachments using its personnel and/or contractors. The City shall not be liable for damage to the Licensee's Attachment(s).

The written advance notification requirement of this Subparagraph shall not apply to emergency situations, in which case the City shall provide such advance notice as is practical given the urgency of the particular emergency situation. The City shall then provide written notice of any such actions taken within five (5) business days of the occurrence. Furthermore, the City may replace the Pole with a standard City pole if deemed necessary for reasons of public safety without waiting for the Licensee to provide its own replacement Pole.

- b. City Not Required to Modify or Relocate. No provision of this Master License shall be construed to require the City to modify or replace its Poles for the benefit of the

Licensee, provided, however, any denial by the City for modification or replacement of a Pole shall be based on nondiscriminatory standards of general applicability.

- c. City to Determine Height Limits. In the event of any Pole modification or replacement, the height of the Pole and the height limit for any Attachment(s) shall be at the City's sole discretion.

10. License Fee.

- a. Obligation to Pay. For each License Supplement issued under this Master License, the Licensee shall pay to the City an annual fee ("License Fee") of Two Hundred Fifty and no/100 Dollars (\$250.00) for the use of the Premises. The initial annual License Fee for each License Supplement shall be payable as of the effective date of such License Supplement. Subsequent License Fees shall be payable in advance on or before the anniversary of the Effective Date of this Master License. There shall be no proration of License Fees for any partial year. The License Fee shall increase every five (5) years by ten percent (10%), effective as of each five (5)-year anniversary of the Effective Date. If the City's actual, direct and reasonable costs related to License Supplements are less than Two Hundred Fifty and no/100 Dollars a year, then that lesser amount shall be the annual license fee. If State or Federal laws change during the term of this Master License and any caps on this annual fee are removed or lessened, the Parties shall negotiate a new annual attachment rate not to exceed \$1,500 ("Replacement Rate") to become effective on a prospective basis on the date the cap or annual fee is removed, lessened, or vacated, provided such Replacement Rate is consistent with all applicable federal and state laws, rules, regulations, orders or similar requirements, adopted by a governmental authority with jurisdiction over the subject matter hereof ("Applicable Law"). No additional Pole Attachment Applications may be submitted by Licensee, and no License Supplements will be approved by the City, until such time as the City and Licensee are able to agree upon a Replacement Rate. If after implementation of the Replacement Rate, Applicable Law is modified so that the Replacement Rate is no longer consistent with Applicable Law ("Change of Law"), then the Parties agree to promptly amend the Master License to revise the Replacement Rate consistent with such Change of Law effective as of the date the Change of Law occurred.

- b. Billing.

- (1) On or about thirty (30) days prior to each anniversary of the Effective Date, the City shall invoice the Licensee for all License Fees payable under this Master License. The invoice shall set forth the total number of Poles on/in which the Licensee was issued and/or holds a License Supplement for Attachments.
  - (2) All payments are to be made to the City Treasurer and sent or personally delivered to the City's Economic Development Division at the address specified in Paragraph 32.
- c. Inventory. The City shall have the right to require a joint inventory of all Attachments no more frequently than once every three (3) years by the City and the Licensee, unless

both Parties agree to a new inventory schedule. The cost of the inventory shall be shared equally between the City and the Licensee.

- d. Late Charge. If the City does not receive payment for any fee, charges or other amount owed within sixty (60) calendar days after it becomes due, the Licensee shall pay interest to the City, at the rate of ten percent (10%) per month, on the amount due. Interest under this License shall not exceed the interest allowable under applicable law.
- e. Debt Collection. In addition to the provisions of the foregoing, the City shall have the right, under this Paragraph, to send late payments of fees to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.

11. Private and Regulatory Compliance.

- a. Necessary Authorizations. The Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Attachments on public and/or private property before it occupies any Pole. The City retains the right to require Licensee to provide evidence that appropriate authorization has been obtained before any License Supplement is issued to the Licensee. The Licensee's obligations under this Paragraph include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way, including, but not limited to, a franchise, any applicable FCC or WPSC authorization, any Small Cell Permit, or any applicable zoning or land use approval, and to pay all costs associated therewith. The Licensee shall defend, indemnify and reimburse the City for all loss and expense, including reasonable attorney's fees, that the City may incur as a result of claims by owners of private property, or other persons, that the Licensee does not have sufficient rights or authority to attach the Licensee's Attachments on or within City Poles or to provide particular Communications Services.
- b. Effect of Consent to Construction/Maintenance. Consent by the City to the construction or maintenance of any Attachments by the Licensee shall not be deemed consent, authorization or an acknowledgment that the Licensee has the authority to construct or maintain any other such Attachments. It is the Licensee's responsibility to obtain all necessary approvals for each Attachment from all appropriate parties or agencies.

12. Abandonment or Removal of Poles. If the City desires at any time to abandon or remove any Pole to which the Licensee's Attachments are attached, it shall give the Licensee notice in writing to that effect at least ninety (90) calendar days prior to the date on which it intends to abandon or remove such Pole. Notice may be limited to thirty (30) calendar days if the City is required to remove or abandon its Pole as the result of the action of a third party and the greater notice period is not practical. If, following the expiration of the applicable notice period, the Licensee has not yet removed and/or transferred all of its Attachments therefrom, the City shall have the right, subject to any applicable laws and regulations, to have the Licensee's Attachments removed and/or transferred from the Pole at the Licensee's expense. The City shall give the Licensee fifteen (15) days prior written notice of any such removal or transfer of the Licensee's Attachments. In the event of abandonment or removal of a Pole under

this paragraph, the City will work in good faith with Licensee to accommodate reattachment of Licensee's Attachments to any nearby unaffected Poles.

13. Inspection of the Licensee's Attachments.

- a. Inspections. The City may conduct an inventory and inspection of Attachments at any time. The Licensee shall correct all Attachments that are not found to be in compliance with Applicable Standards, Small Cell Design Guidelines, or applicable laws within thirty (30) calendar days of notification; provided, however, changes to the Applicable Standards and Small Cell Design Guidelines shall not be applied retroactively during the License term unless required by applicable law.
- b. Notice. The City will give the Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.
- c. No Liability. Inspections performed under this Paragraph 13, or the failure to do so, shall not operate to impose upon the City any liability of any kind whatsoever or relieve the Licensee of any responsibility, obligations or liability whether assumed under this Master License or otherwise existing.
- d. Attachment Records. Notwithstanding the above inspection provisions, the Licensee is obligated to furnish to the City on an annual basis an up-to-date map depicting the locations of its Attachments within the City in an electronic format reasonably specified by the City.
- e. Unauthorized Attachment.
  - (1) Penalty Fee. If any of the Licensee's Attachments are found occupying any Pole for which no License Supplement has been issued, the City, without prejudice to its other rights or remedies under this Master License, may, in addition to the Application Fee for the necessary License Supplement, assess an Unauthorized Attachment Penalty Fee of \$1,000. In the event Licensee fails to submit a License Supplement and pay all necessary Fees within forty-five (45) calendar days of receiving notification thereof, the City has the right to remove such unauthorized Attachment(s) at the Licensee's expense and without liability.
  - (2) No Ratification of Unlicensed Use. No act or failure to act by the City with regard to any unlicensed use shall be deemed as ratification of the unlicensed use and if any License Supplement should be subsequently issued, such License Supplement shall not operate retroactively or constitute a waiver by the City of any of its rights or privileges under this Master License or otherwise; provided, however, that the Licensee shall be subject to all liabilities, obligations and responsibilities of this Master License in regard to the unauthorized use from its inception.
- f. Reporting Requirements. Concurrently with the Licensee's License Fee payment, the Licensee shall report any Attachment(s) the Licensee has removed from Poles during

the prior year. The report shall identify the Pole from which the Attachment(s) was/were removed, describe the removed Attachment(s), and indicate the approximate date of removal. This requirement does not apply where the Licensee is surrendering a License Supplement pursuant to Paragraph 28.c.

14. Duties, Responsibilities, and Exculpation.

- a. Duty to Inspect. The Licensee acknowledges and agrees that the City does not warrant the condition or safety of the City's Poles, or the premises surrounding the Poles, and the Licensee further acknowledges and agrees that it has an obligation to inspect City Poles and/or premises surrounding the Poles prior to commencing any work on City Poles or entering the premises surrounding such Poles.
- b. Disclaimer. The City makes no express or implied warranties with regard to the Poles, all of which are hereby disclaimed, and the City makes no other express or implied warranties, except to the extent expressly and unambiguously set forth in this Master License. The City expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.
- c. Duty of Competent Supervision and Performance. The Licensee shall ensure that its employees, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training and experience to protect themselves, their fellow employees, employees of the City and the general public, from harm or injury while performing work permitted pursuant to this Master License. In addition, the Licensee shall furnish its employees, agents, contractors and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.
- d. Contractor to be Prequalified. All work required for installing new bases, poles, transformer bases, wiring, cabling, conduits, etc. shall be completed by a contractor prequalified for City of Madison "Street lighting" public works construction.
- e. Damage to City-owned Equipment. Any damage to City-owned poles, fixtures, bases, conduit, wire, etc. caused by the Licensee or its contractor(s) must be repaired or replaced by and at the expense of the Licensee to the satisfaction of the City. If the Licensee fails to repair or replace such damaged equipment within a reasonable time, then the City may elect, upon providing written notice to Licensee, to have repairs made, with all costs billed to the Licensee.

15. Governmental Approvals.

- a. The Licensee shall have the right to add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a License Supplement, during the Term, with the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The Licensee shall have the right to add or modify its frequencies which operate on the equipment without approval or consent from the City

provided that it adheres to the interference requirements set forth in Paragraph 18 below and the RF emission requirements set forth in Paragraph 20 below.

- b. The Licensee agrees to include a description and visual depiction of such equipment changes when requesting the consent of the City. Notwithstanding anything to the contrary contained herein, the Licensee shall have the right to repair or replace its utilities, equipment, antennas and/or conduits or any portion thereof with equipment substantially similar to, the same size or smaller than the existing equipment during the term without the consent of the City, other than obtaining the necessary standard permits for excavations or occupations of the right-of-way in accordance with Madison General Ordinance 10.05, or, if necessary, a facilities access permit under Madison General Ordinance 10.057.
- c. It is understood and agreed that the Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of each License Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit the Licensee's use of the Premises as set forth above.
- d. The City shall cooperate with the Licensee in its effort to obtain such approvals and shall take no action which would adversely affect any approval(s) for use of the Pole(s) by the Licensee. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to the Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) the Licensee determines that such Governmental Approvals may not be obtained in a timely manner, the Licensee shall have the right to terminate the applicable License Supplement. Notice of the Licensee's exercise of its right to terminate shall be given to the City in accordance with the notice provisions set forth in Paragraph 32 and shall be effective upon the mailing of such notice by the Licensee, or upon such later date as designated by the Licensee. Upon such termination, the applicable License Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. At such time as all of the Licensee's Attachments pertaining to the terminated License Supplement have been completely removed from the Pole(s), the Licensee shall have no further obligations for the payment of a License Fee to the City for such terminated License Supplement. Notwithstanding the foregoing, there shall be no proration of the License Fee for the year period during which removal has occurred.

16. Construction or Mechanics Liens.

- a. The Licensee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Premises, nor against the Licensee's interest in the Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to the Licensee or anyone holding the Premises or any part thereof through or under the Licensee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor,

subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the fee of the Premises. If any such lien is filed, the Licensee shall promptly cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.

- b. If any such construction or mechanics' lien shall at any time be filed against the Premises, the Licensee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Premises, and that it will also defend on behalf of the City, at the Licensee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Licensee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Licensee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

17. Acceptance of Premises. The Licensee shall be deemed to take possession of a certain Premises on the date that the Licensee begins installation of the Attachments on that particular Pole. The taking of possession of a Premises by the Licensee is conclusive evidence that the Licensee:

- a. Accepts such Premises as suitable for the purposes for which it is licensed; and
- b. Accepts such Premises and every part thereof in an as-is condition, with all defects, except for latent defects.

18. Interference.

- a. The Licensee shall not allow its Attachments to impair the ability of the City to use the Pole Sites, nor shall the Licensee allow its Attachments to interfere with the operation of any existing, lawfully operating, communications facilities in the vicinity of the Pole Sites.
- b. The Licensee shall comply with all Federal Communications Commission ("FCC") and other federal, state and local laws, rules, orders and regulations and all directives of the relevant regulatory agencies that are applicable in connection with the installation and operation of the Licensee's Attachments.
- c. In the event that the installation, operation or maintenance of the Attachments, whether or not such operation is in compliance with the terms of the Licensee's applicable FCC

licenses, creates any interference with the operation of the City's or any other governmental entity's communication or other equipment, the Licensee shall immediately, at the Licensee's sole cost and expense, take such reasonable steps as may be necessary or recommended by the City or regulatory agencies to eliminate such interference. If the Licensee is unable or refuses to eliminate such interference within a reasonable period of time, the City may terminate the License Supplement for the Pole upon which such interfering Attachment is located, and the Licensee shall promptly remove the Attachment from the Pole.

19. Pole Maintenance. Subject to the requirements of this Master License, the City, at all times during this Master License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve any Poles(s). Except in cases of emergency, the City will provide the Licensee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of any Pole(s) which would materially affect the Licensee's use of the Pole(s). The Licensee agrees to reimburse the City for any additional repair, maintenance, alteration or improvement costs which the City incurs as a result of the Licensee's Attachments being located on the Pole(s). The City shall attempt to minimize, at no additional expense to the City, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should the City's activities interfere with the Licensee's operation, the City shall, if feasible, allow the Licensee to install temporary facilities, at the Licensee's sole cost, in the vicinity of the affected Pole Site until such activities are completed.

20. RF Emissions.

- a. The Licensee shall be responsible for ensuring that the Equipment complies with FCC regulations governing radio frequency ("RF") emissions (the "RF Standards"), as they may be updated from time-to-time. The Licensee, and its employees and contractors, shall take all required measures to ensure the safety of people and facilities.
- b. By installing the Attachments, the Licensee shall be deemed to have represented to the City that the Attachments shall not violate the RF Standards.
- c. At the City's request, the Licensee shall provide the City with safety recommendations and/or training that address the protection of those who must be on the Pole Sites due to maintenance, repair, or other activities related to the operations carried out at the Pole Sites.
- d. The Licensee shall cooperate with the City in reducing RF exposure to maintenance personnel by powering down the Attachments, as necessary, during periods of maintenance at the Pole Sites.
- e. On an annual basis, the Licensee shall provide the City with a report detailing RF emissions for their Attachments.

21. Special Conditions.

- a. As-Built Drawings. Within thirty (30) days following any modification to the Attachments, the Licensee shall provide the City with as-built construction drawings showing the actual location of the Attachments installed at a Pole Site. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment installed on the Tower and the Land.
- b. Exterior Storage. No exterior storage of materials, equipment or vehicles is permitted at the Pole Sites, except the temporary and orderly placement of items in conjunction with maintenance, repair, replacement or removal activities.
- c. Emergency Procedures.
- (1) Public Emergency. In the event of a public emergency, the City or other utility's work shall take precedence over any and all operations of the Licensee at the Pole Sites. To the extent possible, when responding to such emergency, the City shall take reasonable care to avoid or minimize disruption and interference with the Licensee's operation of the Attachments.
- (2) Licensee Emergency. In the event of a Licensee emergency involving Attachments placed on the Poles, the Licensee shall immediately notify the City Traffic Engineering Division prior to performing any maintenance or repair necessary to correct the emergency situation, as follows:
- During normal business hours: (608) 266-4767
  - After normal business hours: (608) 219-5163
- Data service outages that require access to Pole Sites will be considered a "next day response".
- d. Removal of Attachments. The City may require the Licensee to remove all, or any portion, of the Attachments from the Poles, and the Licensee shall at the City's direction remove such Attachments whenever the City reasonably determines that removal is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation or maintenance of a City or private development project; (b) because the Attachments are interfering with or adversely affecting proper operation of the Poles, traffic signals, or other City-owned or government-owned structures or facilities; or (c) to protect or preserve the public health or safety. The City shall work in good faith with Licensee to accommodate reattachment of Licensee's Attachments to any nearby unaffected Poles and, if feasible, shall allow the Licensee to install temporary facilities, at the Licensee's sole cost, in the vicinity of the affected Pole Site, subject to the provisions of this Master License. The City shall provide written notice, when possible, at least thirty (30) days in advance of such an action.
- e. Destruction of Pole(s). If a Pole is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause or accident, the City shall have the option to either repair or replace the Pole or to revoke the License Supplement effective on the date of such damage or destruction. If the City elects to repair or replace the Pole, and said repair or replacement activities disrupt the Licensee's operation of the Attachments, the

annual License Fee shall be abated until such repair or replacement is completed and any prepaid License Fee for such abatement period shall be reimbursed to the Licensee.

22. Taxes. Licensee shall be responsible for all taxes that are assessed against or are otherwise the legal responsibility of Licensee with respect to itself, its property, and the transactions contemplated by this Master License.
23. Insurance. The Licensee shall carry commercial general liability insurance covering as insured the Licensee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Master License. As evidence of this coverage, the Licensee shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Master License is in effect, the Licensee shall provide a renewal certificate to the City for approval. The City Risk Manager will not request a copy of the policy or policies unless a claim is made or a suit is filed against the City arising from actions covered by this Master License and any License Supplements issued hereunder.
  - a. Self-insurance option: Notwithstanding the foregoing, the Licensee shall be entitled to self-insure all or part of the foregoing insurance coverages. However, if the Licensee self-insures and ceases to self-insure to the standards required above or is unable to provide continuing evidence of financial ability to self-insure to these standards, the Licensee shall promptly obtain the commercial general liability insurance required above. Furthermore, the Licensee shall provide the City with defense and self-insurance coverage on a primary and non-contributory basis, as if the City were an additional insured under the Licensee's insurance policies.
  - b. Copies of Policies: Upon receipt thereof, City agrees to maintain Licensee's insurance information confidential and agrees not to publicly disclose such information except when required by the Wisconsin Public Records Law (WPRL), Wis. Stat. §§ 19.21-19.39, or if necessary as part of a claim or suit filed against the City. City agrees to notify Licensee if it determines that Licensee's insurance information is subject to disclosure under the WPRL. If Licensee believes that the insurance information should not be subject to disclosure, Licensee shall provide the specific legal grounds justifying its position that the requested information is exempt from disclosure. Licensee acknowledges that general references to sections of the WPRL shall not suffice and Licensee must provide a specific and detailed legal basis, including applicable case law, that establishes that the requested information is exempt from disclosure. If Licensee does not provide City with a specific and detailed legal basis for withholding the information within five (5) business days, the City may release such information and Licensee shall indemnify, defend, and hold harmless the City, its elected officials,

officers, and employees for the release of such information. Additionally, Licensee shall defend, at its expense, and indemnify and hold harmless the City, its elected officials, officers, and employees from and against any action, claim or liability arising or resulting from the City's refusal to release information withheld at Licensee's request. Licensee's obligations herein include, but are not limited to, all reasonable attorney's fees, reasonable costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings.

The City's Risk Manager, with the approval of the City Attorney, and Licensee may authorize changes to this insurance requirement provided it does not reduce the City's or the Licensee's coverage. Any such change shall be in writing as an Addendum to this Master License.

24. Indemnification and Hold Harmless.

- a. The Licensee shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Licensee and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Master License, excepting any claims or liability caused by the gross negligence or willful misconduct of the City. This Paragraph shall survive termination and assignment or transfer of this Master License.
- b. The Licensee agrees that the City shall not be held responsible for any damage to the Licensee's Attachments or other equipment associated with the Licensee's operations that may be caused by the City, its employees, contractors, or by others, excepting any damage resulting from the gross negligence or willful misconduct of the City. This Paragraph shall survive termination and assignment or transfer of this Master License.

25. Hazardous Substance Indemnification. The Licensee represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Pole Sites nor transport to or over the Pole Sites any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Licensee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance at the Pole Sites and any damage, loss, or expense or liability resulting from such release at the Pole Sites including all attorneys' fees, costs and penalties incurred as a result thereof, which was caused by the Licensee or any of its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or

designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

26. Assignment. The Licensee shall not assign this Master License, nor any License Supplement, without the prior written consent of the City. Said consent may be reasonably withheld at the sole discretion of the City. Notwithstanding the foregoing, the Licensee shall be permitted to assign this Master License, together with all associated License Supplements, without the City's consent to any entity which controls, is controlled by, or is under the common control of the Licensee, or to any entity resulting from any merger or consolidation with the Licensee, or to any partner of the Licensee, or to any partnership in which the Licensee is a general partner, or to any person or entity which acquires all of the assets of the Licensee as a going concern. Before an assignment shall be effective, any assignee of this Master License and all associated License Supplements shall assume in writing all of the obligations of the Licensee under the terms and conditions of this Master License and all associated License Supplements. Licensee shall promptly furnish the City with written notice of any such proposed assignment that includes the name and address of the transferee or assignee.
27. No Sublicense or Sublease. The Licensee shall not, under any circumstances, lease, sublicense or sublease the Premises, Pole, or Pole Site, or any portion thereof, or allow any other party to place or attach any equipment on the Premises, Pole, or Pole Site, or upon the Licensee's Equipment. Notwithstanding anything to the contrary, Licensee shall have the authority to lease or license use and capacity of Licensee's services to its third-party customers and similar entities, and such lease or license shall not constitute a transfer, assignment, or sublease of this Master License. Any such third-party lease or license holder shall have no interest in this License or any License Supplement issued hereunder.
28. Revocation and Termination.
  - a. The City shall have the right, at its sole option, to declare this Master License void, revoke the same, reenter and take possession of the Premises under the following conditions:
    - (1) By giving the Licensee thirty (30) days written notice, upon or after any one of the following events, unless the event is revoked or rescinded within such thirty (30) day period:
      - i. The filing by the Licensee of a voluntary petition in bankruptcy.
      - ii. The institution of proceedings in bankruptcy against the Licensee and the adjudication of the Licensee as a bankrupt pursuant to such proceedings.
      - iii. The taking by a court of competent jurisdiction of the Licensee's assets pursuant to proceedings brought under the provisions of any federal or

state reorganization act.

- iv. The appointment of a receiver of the Licensee's assets.
- v. The divestiture of the Licensee's estate herein by other operation of law, except as permitted in Paragraph 26.
- vi. The abandonment by the Licensee of the Premises.
- vii. The use of any Pole Site by the Licensee for an illegal purpose.
- viii. In the event the Licensee fails to eliminate interference or to cease its operations as required by Paragraph 18.

In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City.

- (2) In the event that the Licensee shall fail to maintain insurance as required by this Master License, the City may elect to: (a) immediately revoke this Master License and cause the removal of all Attachments installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this Master License and charge the Licensee the cost of same as an additional fee. In the event of revocation under this Subparagraph, any License Fee that has been prepaid shall be retained by the City.
  - (3) If, at any time, the FCC (or other agency with authority to regulate radio frequency emissions) determines that the Attachments pose a threat to the public of significant adverse health effects, the City shall have the right to terminate the Master License and License Supplement(s) and, under such circumstances, the Licensee shall immediately remove all Attachments and restore all Premises and Pole Sites in accordance with City standards.
- b. The City shall have the right, at its sole option, to terminate a License Supplement(s), reenter and take possession of the Premises under the following conditions:
- (1) Effective at any time upon thirty (30) days' written notice of revocation given to the Licensee in the event the Pole, in the sole discretion of the City, is desired for any public purpose or use, which use shall exclude the Licensee's permitted use under this Master License. Any License Fee that has been prepaid for the period following the date the Attachments are removed shall be prorated on a per diem basis and refunded to the Licensee.
  - (2) If, at any time during the term of the Master License or any License Supplement, the City determines that the Attachments mounted on a particular Pole interfere with the ongoing municipal operations of the City, the City shall have the right to terminate the License Supplement applicable to such Pole upon a minimum of six (6) months prior written notice. Within thirty (30) days following Licensee's receipt of written notice of such interference, or a reasonable time

thereafter, Licensee may inform City that it is attempting to find a suitable resolution or remedy for such interference. In the event that Licensee commences a cure within such thirty (30) day period and such cure resolves the interference within ninety (90) days of the initial notice, the City's License Supplement termination under this provision is void. Any License Fee that has been prepaid for the period following the date the Attachments are removed shall be prorated on a per diem basis and refunded to the Licensee.

- (3) By giving the Licensee thirty (30) days written notice specifying the nature of the default in the event the Licensee defaults in the performance of any term or condition of this Master License other than those as set forth in Subparagraphs 28.a.(1) and 28.a.(2). Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within said thirty (30) days, then the Licensee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Licensee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of revocation under this Subparagraph, any prepaid License Fee shall be prorated on a per diem basis and refunded to the Licensee.
- c. The Licensee shall have the right to terminate this Master License, together with all License Supplements, at any time during the Initial Term of this Master License or any renewal terms by giving the City a minimum of thirty (30) days' written notice of termination. If the Licensee surrenders its License Supplement(s) pursuant to the provisions of this Paragraph, but fails to remove its Attachments from the Pole(s) within ninety (90) calendar days thereafter, the City shall have the right to remove the Licensee's Attachments at the Licensee's expense.
- d. If federal, state and/or local laws materially change so as to make this Master License unlawful, void or unenforceable, or if a court of record declares the same, this Master License and any License Supplement(s) entered into hereunder shall terminate.
- e. The Licensee may at any time surrender particular License Supplement(s) and remove its Attachment(s) from the affected Pole(s), provided it gives the City at least thirty (30) days prior written notice. If the Licensee surrenders such License Supplement pursuant to the provisions of this Paragraph, but fails to remove its Attachment(s) from the Pole(s) within ninety (90) calendar days thereafter, the City shall have the right to remove the Licensee's Attachments at the Licensee's expense.
- f. In the event of termination of this Master License or any of the Licensee's rights, privileges or authorizations hereunder, the City may seek removal of the Licensee's Attachments pursuant to the terms of Paragraph 29 with respect to specific Poles or from the City's entire system. In such instance, the Licensee shall remain liable for and pay all fees and charges accrued pursuant to the terms of this Master License to the City until the Licensee's Attachments are actually removed.

29. Removal on Expiration/Termination. At the expiration, revocation or other termination of this Master License or individual License Supplements, the Licensee shall remove its Attachment(s) from the affected Pole at its own expense. Before commencing any such removal the Licensee must obtain written approval from the City Traffic Engineer or his/her designee of the Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed and obtain all generally applicable permits for such work as necessary to perform the removal. All such work is subject to the insurance requirements of Paragraph 23. No refund of any fees or charges will be made upon removal. After removal, the Licensee shall restore the Pole and Pole Site to its condition immediately prior to the date such Attachments were made, excepting normal wear and tear. Except as agreed to by the City in writing, restoration activities shall include, but not be limited to, removal of all conduits/wiring from the Pole Sites, repair of any and all entry holes into the Poles and Pole Sites, removal of utility power meter pedestals, repair of any damaged sidewalks, and any restoration to the street terrace that may be required. Removal of the Attachments and restoration of the Premises shall be accomplished within ninety (90) days of expiration, revocation or termination of this Master License or individual License Supplement, except as may be adjusted by the City to allow for winter conditions or as otherwise provided for in this Master License. The expiration, revocation or termination of this Master License, or any individual License Supplements, shall not become effective until removal and repair have been accomplished to the satisfaction of the City, however, during such removal and repair period the Licensee's right to use the Premises shall be limited to removal and repair activities. In the event the Licensee fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at the Licensee's expense and with no liability or cost to the City. The City may waive or alter this removal and repair requirement if, at its sole discretion, it so chooses. Any such waiver or alteration shall not reduce the time allowed for the removal or repair activities or place conditions on the Licensee which are greater than those provided in this Paragraph.
30. Compliance. The Licensee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be diligently prosecuted to a final conclusion and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto in accordance with Paragraph 24.
31. Right of Entry. The City or its representatives shall have the right to enter upon the Premises (but shall not have access to the Attachments without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the City) at any reasonable time for the following purposes:

- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Master License or in the exercise of its police powers.
- b. For the purpose of performing work related to any public improvement, provided that the City restore the Premises to a condition equivalent to that which existed on the date the City initiated the installation of the public improvement. The Licensee agrees to hold the City harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement in accordance with Paragraph 24.

32. Notices. All notices to be given under the terms of this Master License shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Master License. Notices shall be sent to the address of the parties specified below:

For the City:                      City of Madison  
    Economic Development Division  
    Office of Real Estate Services  
    Attn.: Manager  
    P.O. Box 2983  
    Madison, WI 53701-2983  
    ores@cityofmadison.com

For the Licensee: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

With a copy to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

33. Definition of City and Licensee. The terms “City” and “Licensee” when used herein shall mean either singular or plural, as the case may be, and the provisions of this Master License shall bind the Parties mutually, their heirs, personal representatives, successors and assigns.

34. Severability. If any term or provision of this Master License or the application thereof to the City or the Licensee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Master License, or the application of such terms or provisions to the City or the Licensee or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of the Master License shall be valid and be enforceable to the fullest extent permitted by law.

35. Conflicting Provisions. In the event of any conflict between this Master License and any License Supplement, the terms and conditions of the License Supplement shall control.
36. Non-Discrimination. In the performance of the services under this Master License, the Licensee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Licensee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Master License because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
37. Accessibility. The Licensee shall be responsible for ensuring its use of the Premises conforms where applicable to the accessibility provisions of the Wisconsin Administrative Code, Madison General Ordinance 39.05, the Federal Fair Housing Act as amended, and the Americans with Disabilities Act, with all costs of compliance to be paid by the Licensee.
38. Subordination.
  - a. This Master License is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Premises.
  - b. The Licensee shall subordinate its rights in this Master License, without compensation, at the request of the City to provide rights-of-way for all public and private utilities across or along the Premises, provided that such subordination shall not interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such rights-of-way, with the use of the Premises by the Licensee under the terms of this License.
39. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
40. Authorized Agent. The City's Director of Economic Development or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Master License, with authority to administer this Master License lawfully on behalf of the City.

41. Entire Agreement. All terms and conditions with respect to this Master License are expressly contained herein, and this Master License supersedes any and all oral contracts and negotiations between the Parties.
42. Amendment. No alteration, amendment, change, or addition to this Master License shall be binding upon the Parties unless in writing and signed by them.
43. Conflict of Interest.
  - a. The Licensee warrants that it has no public or private interest, and will not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Master License. Further, the Licensee warrants that it is not aware of any of its agents or employees having a public or private interest, and such agents or employees will not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Master License.
  - b. The Licensee shall not employ or contract with any person currently employed by the City for any services performed in connection with this Master License.
44. Law Applied. This Master License shall be governed by and construed, interpreted and enforced in accordance with the laws of the City of Madison, the State of Wisconsin and Wisconsin Courts and the laws of the United States. The Parties agree that any legal disputes arising under this Master License shall be raised only in the Dane County Circuit Court.
45. Third Party Rights. This Master License is intended to be solely between the Parties hereto. No part of this Master License shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.
46. Quiet Enjoyment. Pursuant to this Master License and subject to the rights and privileges retained by the City and granted to other licensees, the City hereby covenants and agrees that if the Licensee shall perform all of the covenants and agreements herein to be performed on the Licensee's part, the Licensee shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from the City or any person lawfully claiming the Premises.
47. Force Majeure.
  - a. In the event that either the City or the Licensee is prevented or delayed from fulfilling any term or provision of this Master License by reason of fire, flood, earthquake or like acts of nature, public health emergencies, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Master License, then performance of

such acts shall be excused for the period of the unavoidable delay, and any such party shall endeavor to remove or overcome such inability as soon as reasonably possible.

- b. The City shall not impose any charges on the Licensee stemming solely from the Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 48.a., provided that the Licensee present the City with a written description of such *force majeure* within a reasonable time after occurrence of the event or cause relied on.
48. Survival. Any termination of this Master License shall not release the Licensee from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.
  49. Authority. The Licensee represents that it has the authority to enter into this Master License. The person signing on behalf of the Licensee represents and warrants that he or she has been duly authorized to bind the Licensee and sign this Master License on the Licensee's behalf.
  50. Counterparts, Electronic Delivery. This Master License may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Master License may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Master License may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Master License, fully executed, shall be as valid as an original.
  51. Change of Law. This Master License shall in no way limit or waive either Party's present or future rights under Laws. If, after the Effective Date, the rights or obligations of either Party are materially altered, preempted or superseded by changes in federal, state or local laws, the Parties shall amend this Master License and the License Supplement to reflect and comply with the applicable changes in Laws. This Master License is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law.

IN WITNESS WHEREOF, the Parties hereto have executed this Master License as of the day and year first above written.

**CITY OF MADISON**

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

Approved:

Approved:

\_\_\_\_\_  
David Schmiedicke,  
Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum  
Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas  
City Attorney

\_\_\_\_\_  
Date

Execution of this Master License by the City of Madison is authorized by Resolution Enactment No. RES-\_\_\_-\_\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 202\_\_.

Drafted by the City of Madison Office of Real Estate Services. Project No. \_\_\_\_\_

**LICENSEE**

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print or type name)

\_\_\_\_\_  
(title)

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**EXHIBIT A**

**POLE ATTACHMENT APPLICATION  
(For Initial Installation or Subsequent Modifications. Note: 1 Pole Site per Application)**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee: \_\_\_\_\_ Application/License#: \_\_\_\_\_

Pole Site ID#	Pole Site GIS Coordinates	Pole Type	Pole Alteration [Pole Reinforcement][Pole Replacement][Not Needed]

Type of Attachments	Attachment Height	Attachment Weight	Attachment Dimensions

**APPLICANT MUST INCLUDE THE FOLLOWING WITH THIS APPLICATION:**

- Payment of Application and Review Fee (\$500). Check should be payable to: City Treasurer.
- Site plan and engineering design and specifications for installation of Attachments, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling.
  - Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
  - The design documents shall be prepared by an engineer registered in the State of Wisconsin.

- The design documents shall indicate the number, size, type and proximity to facilities (existing or proposed) of all communications conduit(s) and cables to be installed at the Pole Site.
- Photos of the subject Pole Site and surrounding location.
- Written confirmation from the City Traffic Engineer verifying that the Pole is eligible for attachment.
- A load bearing study that determines whether the Pole requires reinforcement or replacement in order to accommodate the Attachments.
- Description of the utility services required to support the Attachments to be installed.
- Small Cell Permit issued by City of Madison.
- Any and all other necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project. Note: All work required for the installation of new bases, poles, transformer bases, wiring, cabling, etc. shall be completed by a contractor prequalified for City of Madison “Street lighting” public works construction.

**THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE.**

APPLICANT REPRESENTATIVE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

\$500 APPLICATION AND REVIEW FEE PAID BY:

\_\_\_\_\_

CHECK NO. \_\_\_\_\_

## EXHIBIT B

### LICENSE SUPPLEMENT

This License Supplement is entered on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Madison**, a Wisconsin municipal corporation (the “City”), and \_\_\_\_\_, a \_\_\_\_\_ (the “Licensee”) (collectively referred to as the “Parties”).

1. Source of Authority. This License Supplement is authorized and executed pursuant to the terms and conditions of the Master License Agreement between the City and the Licensee, as may be amended by the Parties during its Term. All of the terms and conditions of the Master License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Master License and this License Supplement, the terms of this License Supplement shall govern. Capitalized terms used in this License Supplement shall have the same definitions and meanings ascribed to them in the Master License Agreement, unless otherwise indicated herein.
2. Approval Process. This License Supplement arises from and is part of the approval process associated with the Pole Attachment Application approved by the City on \_\_\_\_\_. The Pole Attachment Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto.
3. Scope of License. This License Supplement is limited to the Attachment(s) referenced in the Pole Attachment Application associated with this License Supplement.
4. Conflict in Interpretation. Nothing in this License Supplement is intended to grant the Licensee any rights or privileges beyond those addressed in the Master License. In the event of any conflict in contractual interpretation between this License Supplement and the Master License, the terms and conditions of the License Supplement shall govern, provided however that any future amendments or modifications to the Master License shall simultaneously apply and serve to amend or modify this License Supplement without the need by either Party to provide notice of such to the other.
5. Site-Specific Conditions. All site-specific conditions shall be addressed in the Pole Attachment Application associated with this License Supplement.
6. Site Modifications. Prior to making any post-installation material modifications to Attachments at a Pole site, other than maintenance, modification and repair of site-specific Attachments as further provided in the Master License, the Licensee shall submit a Pole Attachment Application to the City describing the proposed modifications. The City Traffic Engineer, or his/her designee, shall review the Pole Attachment Application pursuant to the terms and conditions in the Master License, and if approved such Pole Attachment

Application shall be attached as Exhibit 1 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

7. Term. The term of this License Supplement shall commence on the Commencement Date and shall continue for as long as the Licensee uses the Pole described herein or the date of expiration/termination of the Master License, if earlier.

NOW THEREFORE, the Parties hereto by the signature of their respective representatives hereby agree to enter into this License Supplement.

**CITY OF MADISON**

By: \_\_\_\_\_  
Yang Tao, City Traffic Engineer

\_\_\_\_\_ Date

**[ LICENSEE ]**

a \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_ Date

\_\_\_\_\_, \_\_\_\_\_  
(print or type name) (title)

**EXHIBIT 1  
TO LICENSE SUPPLEMENT**

[ Insert Pole Attachment Application ]