



TELECOMMUNICATIONS CARRIERS & PROVIDERS

BUSINESS APPLICATION

**CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS, MT 59403
OFFICE 406-455-8430
permit@greatfallsmt.net**

BUSINESS NAME _____ EIN # _____

Type of entity: Corporation LLC LLP Other (Describe) _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

MAILING ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE # _____ EMAIL ADDRESS _____

BRIEF DESCRIPTION OF BUSINESS _____

APPLICANT NAME _____

APPLICANT ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE # _____ EMAIL ADDRESS _____

*****PLEASE NOTE APPLICATION & PERMIT REQUIREMENTS*****

IF APPLICANT IS NOT THE OWNER OF THE BUILDING OR SITE, PLEASE LIST:

OWNER NAME _____

OWNER ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE # _____ EMAIL ADDRESS _____

HAVE YOU OBTAINED PERMISSION FROM THE PROPERTY OWNER TO OPERATE TRANSMITTING AND/OR RECEIVING EQUIPMENT FORM THIS LOCATION? _____

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE FILLED OUT THE ATTACHED APPLICATION TO THE BEST OF MY KNOWLEDGE.

I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO APPLY FOR AND RECEIVE CONSTRUCTION PERMITS, OPERATING LICENSE OR OTHER APPROVALS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION TO PROVIDE SERVICE/FACILITIES WITHIN THE CITY.

SIGNATURE _____ DATE _____

FEE SCHEDULE

SHORT TERM (PER WEEK) \$25.00, TIME PERIOD REQUESTED _____

REMAINDER OF THE CALENDAR YEAR \$150.00 (no prorating)

MAINTENANCE/FACILITY REMOVAL AGREEMENT

This agreement, signed prior to permit approval, binds the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance and ultimately the removal of the facility in compliance with City codes and any conditions of approval. It further binds them to pay all costs for monitoring compliance with, and enforcement of, the agreement and to reimburse the City for all costs incurred to perform any work required of the applicant by this agreement that the applicant fails to perform. The applicant agrees to cease operation of the telecommunication facility involved if the applicant fails to pay the money demanded within ten (10) working days. The applicant agrees that the operation must remain suspended until such costs are paid in full. This agreement specifically authorizes the City and/or its agents to enter onto the property and undertake the required work.

The following stipulations are also agreed to by the applicant:

1. Telecommunication facility owners shall be strictly liable for any and all sudden and accidental pollution and gradual pollution resulting from their use within the City of Great Falls. This liability shall include cleanup, intentional injury or damage to persons or property. Additionally, facility owners shall be responsible for any sanctions, fines, or other monetary costs imposed as a result of the release of pollutants from their operations. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2. The telecommunications facility owner shall defend, indemnify, and hold harmless the City of Great Falls or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the City, its boards, commissions, agents, officers, or employees to attach, set aside, void, or annul the approval of the project when such claim or action is brought within the time period provided for in applicable State and/or local statutes. The City shall promptly notify the owners(s) of any such claim, action or proceeding. The City shall have the option of coordinating in the defense. Nothing contained in this stipulation shall prohibit the City from participating in the defense of any claim, action or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith.

3. The facility owner(s) shall provide a surety bond, equal to the cost of the telecommunication facility's removal. The bond will be maintained in the property files, reviewed annually and renewed as needed.

Signature

Printed Name of Applicant

Date

APPLICATION AND PERMIT REQUIREMENTS

A development plan/application shall include:

1. A diagram or map showing the view shed of the proposed facility.
2. Silhouette of the proposed facility.
3. Photo simulations of the proposed facility from affected residential properties and public rights-of-way at varying distances.
4. A map showing the service area of the facility and an explanation of the need for the facility.
5. A map showing the locations and service areas of other telecommunications sites operated by the applicant and those that are proposed by the applicant which are close enough to impact service within the City.
6. A site/landscape plan showing property boundaries; placement of the facility on the site; guy wire anchors and other apparatus; existing and proposed structures; access roads; parking area; fences; exterior lighting; existing trees; type and location of plant materials used to screen components; and the proposed color(s) for the facility.
7. Alternative site analysis.
8. Visual impact analysis.
9. NIER exposure studies.
10. A signed statement indicating:
 - a. The applicant agrees to allow for the potential co-location of additional telecommunication equipment by other providers on the applicant's structure or within the same site location.
 - b. The applicant agrees to remove the facility within 120 days after the site's use is discontinued.
11. A statement signed by the applicant and the landholder that:
 - a. Allows the landholder to enter into leases with other providers
 - b. Specifies that the provider shall remove the facility upon 120 days of its discontinued use.