

Tectonic Engineering  
Theresa Ranciato-Viele  
63-3 N. Branford Road  
Branford, CT 06405  
[Tranciato@Tectonicengineering.com](mailto:Tranciato@Tectonicengineering.com)  
203-606-5127

December 22, 2023

Ms. Melanie Bachman, Executive Director  
Connecticut Siting Council  
Ten Franklin Square  
New Britain, CT 06051

**RE: Notice of Exempt Modification to an existing watertank  
located at 11 Filbert Road, Norwalk, Connecticut**

**Latitude: 41° 7' 6.84" / Longitude: -73° 23' 48.10"**

Dear Ms. Bachman:

This letter and attachments are submitted on behalf of Dish Wireless, LLC ("Dish"). Dish plans to install antennas and related equipment to the site at the existing water tank facility located at 11 Filbert Road Road, Norwalk, Connecticut (See Original Facility Approval attached as Exhibit A) ("Facility"). The property and water tank are owned by The Town of Norwalk (See Norwalk Vision Appraisal information attached hereto as Exhibit B).

Dish proposes to install three (3) 600/1900/2100 MHz JMA – MX08Fr0665-21 antennas and six (6) FUJITSU TA08025 RRUs on the water tank at the ninety six foot (96') centerline AGL. Dish further proposes to install one (1) 1.5" Hybrid Cable. Dish will also install its equipment cabinets on a 5' X 7' platform within its 10' X 15' lease area. The installation is shown on plans completed by Tectonic Engineering, dated November 9, 2023 and attached hereto as Exhibit C.

Dish requests that the Connecticut Siting Council ("Council") find that the proposed shared use of this Facility satisfies the criteria of C.G.S. sec. 16-50aa and accordingly issue an order approving the proposed shared use. This proposed installation constitutes an exempt modification pursuant to R.C.S.A. 16-50j-89. Pursuant to R.C.S.A. 16-50j-73, Dish is providing notice to Harry Rilling, Mayor of the City of Norwalk, Steven Kleppin, Planning and Zoning Director, and the property and water tank owner, First Norwalk Taxing District.

Under the Council's regulations, Dish's plans do not constitute a modification subject to the Council's review in that:

Dish will not change the height of the water tank as the Dish antennas will be installed at a height of 114'.

The proposed installation will not extend the existing boundaries of the compound as depicted in Exhibit C;

The proposed installation will not increase the noise levels at the facility by six (6) decibels or more, or to levels that exceed local and state criteria; and

The proposed antennas will not increase radio frequency emissions at the facility to a level at or above the Federal Communications Commission safety standard. The attached Exhibit F indicates that the combined site operations will result in a total power density of 6.6898%.

### **Water Tank**

The Facility consists of a One hundred twenty seven foot six inch (127.6') water tank located at 11 Filbert Road, Norwalk, Connecticut. As indicated above, the property and water tank are owned by the First Norwalk Taxing District. The water tank currently supports Verizon at the one hundred fourteen foot (114'). The antenna locations are set forth on Sheet A-2 of the attached drawings in Exhibit C.

#### **A. TECHNICAL FEASIBILITY**

The existing water tank has been deemed structurally capable of supporting the proposed Dish loading. The structural and mount analyses are attached hereto as Exhibits D and E respectively.

#### **B. LEGAL FEASIBILITY**

C.G.S. Se. 16-50aa authorizes the Council to issue orders approving the shared use of existing facilities such as the above referenced water tank. Under the authority granted to the Council, an order of the Council approving the requested shared use would permit Dish to obtain a building permit from the Town of Norwalk to proceed with the proposed installation. Additionally, a Site Lease Agreement is attached as Exhibit G, granting Dish the authority from the water tank owner to proceed with this application for shared use.

#### **C. ENVIRONMENTAL FEASIBILITY**

The proposed shared use of this Facility would have a minimal environmental impact. The installation of the Dish equipment at the 114' level of the existing water tank would have an insignificant visual impact on the area surrounding the water tank. The proposed Dish ground equipment would be installed within the existing Facility compound. The Dish installation would not cause any significant alteration to the physical or environmental characteristics of the existing Facility.

Additionally, as evidenced by Exhibit F, the proposed antennas would not increase the radio frequency emissions to a level at or above the Federal Communications Commission safety standards.

**D. ECONOMIC FEASIBILITY**

Dish has entered into a Lease Agreement (Exhibit G) with the Facility owner for the proposed colocation. Therefore, this shared use is economically feasible.

**E. PUBLIC SAFETY CONCERNS**

As set forth above, the water tank is structurally capable of supporting the proposed Dish loading. Dish is not aware of any public safety concerns relative to the proposed sharing of the existing water tank.

For the reasons set forth herein, the proposed shared use of the existing water tank at 11 Filbert Road, Norwalk, satisfies the criteria stated in C.G.S. sec. 16-50aa, and supports the general goal of preventing the unnecessary proliferation of water tank sites in Connecticut. Dish respectfully requests the Council issue an order approving the proposed shared use.

Respectfully submitted,  
Dish Wireless, LLC

By 

Theresa Ranciato-Viele, consultant  
63-3 N. Branford Road  
Branford, CT 06405  
[Tranciato@Tectonicengineering.com](mailto:Tranciato@Tectonicengineering.com)  
203-606-5127

cc: Norwalk Mayor, Harry Rilling  
125 East St.  
Norwalk, CT 06856

Norwalk Planning Director, Steven Kelppin  
125 East St.  
Room 129  
Norwalk, CT 06856

First Norwalk Taxing District  
3 Belden Ave.  
Norwalk, CT 06850

Exhibit A

Original Facility Approval



# STATE OF CONNECTICUT

## CONNECTICUT SITING COUNCIL

136 Main Street, Suite 401  
New Britain, Connecticut 06051-4225  
Phone: 827-7682

Petition No. 305

Metro Mobile of Fairfield County, Inc.  
Installation of cellular telecommunications  
antennas and equipment building at a water tank  
located in the Town of Norwalk, Connecticut.  
Staff Report  
May 6, 1993

Metro Mobile of Fairfield County, Inc. (Metro Mobile), is petitioning the Council under the regulations of State Agencies 16-50j-38 through 40 for a declaratory ruling that the installation of certain cellular telecommunications antennas on the sides of an existing water tank and construction of an equipment building adjacent to the base of the water tank will not have a substantial adverse environmental effect and, therefore, does not require a Certificate of environmental compatibility and public need from the Council. On April 30, 1993, Chairman Mortimer A. Gelston of the Connecticut Siting Council (Council), and Fred Cunliffe of the Council's staff reviewed this petition.

Metro Mobile proposes to install six panel antennas with reflectors, approximately three and one-half by one and one-half feet, around the sides of a water tank located at the end of Filbert Road in Norwalk, Connecticut. This existing water tank site is fenced, surrounded by vegetation, and is in a residential area. The existing water tank stands approximately 130 feet to which the antennas would be attached directly to the tank's support legs reaching an approximate total height of 119 feet above ground level. Metro Mobile also proposes to construct a 500 square foot equipment building directly beneath the water tank. Exact dimensions would be governed by the confined space under the tower and final approval by the property owner. No clearing or landscaping would be necessary. Metro Mobile states that a building permit would be pursued following a Council ruling.

Metro Mobile contends that this project will have no effect on the ecology of the site, non-ionizing radio frequency will be below the DEP State standard, the proposed installation will not increase noise levels at the site boundary by six decibels or more, and the site boundaries will not be expanded by the project.

In conclusion, Metro Mobile requests that the Council issue a determination that the proposed project will not have a substantial adverse environmental effect and, therefore, does not require a Certificate from the Council. Staff is in agreement with the contentions of Metro Mobile and recommends approval of this petition.

Fred Cunliffe  
Siting Analyst

# Exhibit B

## Property Card

## 11 FILBERT RD

Location 11 FILBERT RD

Mblu 5/ 4/ 199/ 0/

Acct# 16358

Owner FIRST TAXING DISTRICT

Assessment \$1,220,440

Appraisal \$1,743,470

PID 16358

Building Count 1

### Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$532,260	\$1,211,210	\$1,743,470
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$372,590	\$847,850	\$1,220,440

### Owner of Record

Owner FIRST TAXING DISTRICT

Sale Price \$0

Co-Owner (WATER DEPT - WATER TANK)

Book & Page 532/361

Address 3 BELDEN AVE  
NORWALK, CT 06850-3303

Sale Date 04/01/1960

### Ownership History

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
FIRST TAXING DISTRICT	\$0	532/361	04/01/1960

### Building Information

#### Building 1 : Section 1

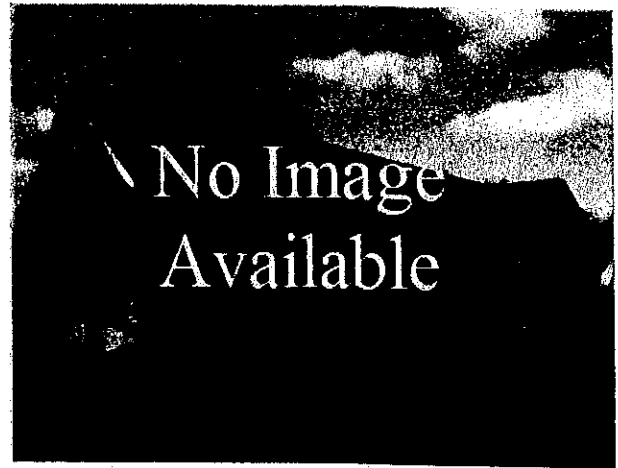
Year Built: 1993

Living Area: 450

Building Attributes	
Field	Description
Style:	Warehouse
Model:	Industrial

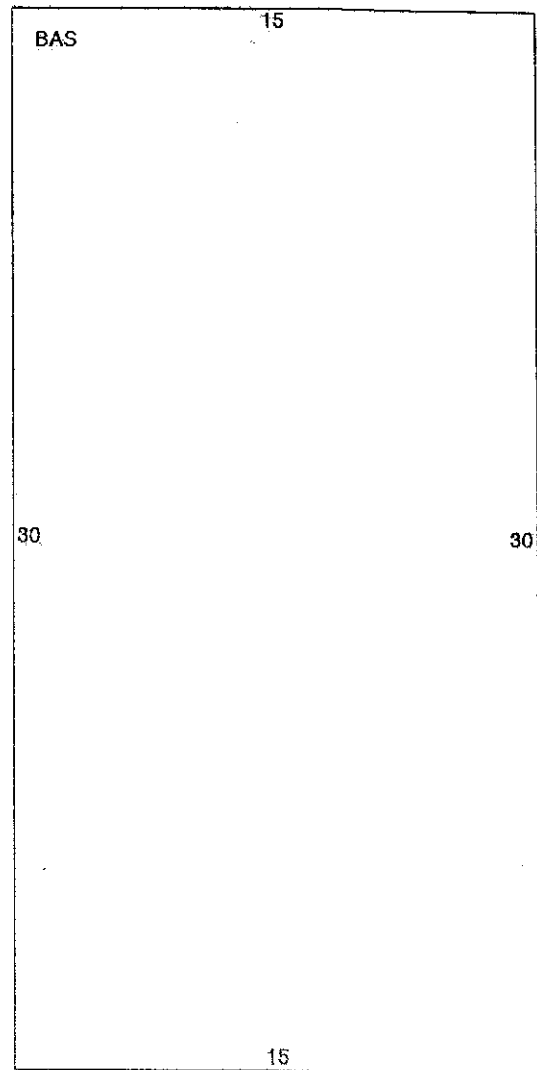
Grade	C
Stories:	1.00
Occupancy	1.00
Exterior Wall 1	Aluminum Siding
Exterior Wall 2	
Roof Structure	Gable
Roof Cover	Asphalt Shingl
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Minimum/Plywd
Interior Floor 2	
Heating Fuel	Electric
Heating Type	Forced Air
Heat/AC	Heat/AC Split
Frame	Wood
Plumbing	Average
Wall Height	

#### Building Photo



(<https://images.vgsi.com/photos/NorwalkCTPhotos//default.jpg>)

#### Building Layout



(ParcelSketch.ashx?pid=16358&bid=16358)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	450	450
		450	450

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land****Land Use**

**Use Code** 924  
**Description** Wtr Treatmnt  
**Zone** B  
**Neighborhood** C330

**Land Line Valuation**

**Size (Acres)** 1.06  
**Assessed Value** \$847,850  
**Appraised Value** \$1,211,210

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	Shed	CB	ClnDbk/Frame	450.00 S.F.	\$3,940	1
TNK3	Tank >10K			1000000.00 GALS	\$500,000	1
FN6	Fence 6'			500.00 L.F.	\$4,550	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$527,280	\$1,103,060	\$1,630,340
2022	\$527,280	\$1,103,060	\$1,630,340
2021	\$527,720	\$1,103,060	\$1,630,780
2020	\$527,720	\$1,103,060	\$1,630,780
2019	\$527,720	\$1,103,060	\$1,630,780
2018	\$527,720	\$1,103,060	\$1,630,780
2017	\$399,800	\$770,040	\$1,169,840

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$369,100	\$772,140	\$1,141,240
2022	\$369,100	\$772,140	\$1,141,240
2021	\$369,410	\$772,140	\$1,141,550
2020	\$369,410	\$772,140	\$1,141,550
2019	\$369,410	\$772,140	\$1,141,550
2018	\$369,410	\$772,140	\$1,141,550
2017	\$279,870	\$539,030	\$818,900



# Exhibit C

## Project Plans



Dish Wireless L.L.C. SITE ADDRESS:

**FIRST DIST WATER DEPT  
11 FILBERT ROAD  
NORWALK, CT 06851**

## CONNECTCUT CODE COMPLIANCE

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

CODE	TYPE
2022	STATE BUILDING CODE/2021 IRC W/ CT AMENDMENTS
2022	CT STATE MECHANICAL CODE/2021 MEC W/ CT AMENDMENTS
2022	CT STATE ELECTRICAL CODE/2020 NEC W/ CT AMENDMENTS

## SHEET INDEX

SHEET NO.	SHEET TITLE
1-1	TITLE SHEET
SP-1	GENERAL SITE PLAN
A-1	ENLARGED SITE & EQUIPMENT PLAN
A-2	ELEVATION, ANTENNA LAYOUT & SCHEDULE
A-3	EQUIPMENT DETAILS
A-4	EQUIPMENT DETAILS
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
S-1	ALPHA & BETA MOUNTING PLAN, SECTIONS, & DETAILS
S-2	CANAL SECTOR MOUNTING PLAN, SECTIONS, & DETAILS
E-1	ELECTRICAL ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, PANEL, & PANEL SCHEDULE
E-4	THE NEUTRAL-TO-GROUND SCHEMATIC
D-1	DRAINAGING PLANS AND NOTES
D-2	DRAINAGING DETAILS
D-3	DRAINAGING DETAILS
D-4	DRAINAGING DETAILS
RI-1	RF CABLE COLOR CODE
RI-1	RF CABLE COLOR CODE
LEGEND AND ABBREVIATIONS	
GN-1	RF SIGNALS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES
GN-5	GENERAL NOTES
GN-6	GENERAL NOTES
GN-7	GENERAL NOTES

## SCOPE OF WORK

- THIS IS NOT AN APPROVED STANDARD. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR THE DESIGN OR CONSTRUCTION OF ANY SYSTEM OR EQUIPMENT. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR THE DESIGN OR CONSTRUCTION OF ANY SYSTEM OR EQUIPMENT. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR THE DESIGN OR CONSTRUCTION OF ANY SYSTEM OR EQUIPMENT.

**SITE PHOTO**



UNDERGROUND SERVICE ALERT C870 811  
UTILITY NOTIFICATION CENTER OF CONNECTICUT  
(800) 922-4455  
WWW.C870.COM  
CALL 2 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



## GENERAL NOTES

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

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

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

## SITE INFORMATION

PROPERTY OWNER:	FIRST DISTRICT WATER DEPARTMENT	104 FLEMING U.L.C. 3701 SOUTH MAIN ST. DRIVE LITTLETON, CO 80120
ADDRESS:	11 FLATTERY ROAD NORWALK, CT 06851	
TOWER TYPE:	WATER TANK	
TOWER CO. SITE ID:	N/A	
COUNTY:	FAIRFIELD	
LATITUDE (NAD 83):	41° 07' 06.64" N	
LONGITUDE (NAD 83):	73° 23' 46.10" W	
ZONING JURISDICTION:	73.183688 N 073.394111 W	
ZONING DISTRICT:	R RESIDENTIAL	
PARCEL NUMBER:	5-4-189-0	
POWER COMPANY:	EXPRESSCO OF ELECTRIC	
TELEPHONE COMPANY:	TEL. TEL.	
APPLICANT:		
TOWER OWNER:		
SITE DESIGNER:		
TECHNICAL ENGINEERING CONSULTANTS:	GEOLGISTS, & LAND SURVEYORS, 1279 ROUTE 200 KEENEWASH, NY 10923 (845) 567-4656	
SITE ACQUISITION:		
TECHNICAL ENGINEERING CONSULTANTS:	GEOLGISTS, & LAND SURVEYORS, 1279 ROUTE 200 KEENEWASH, NY 10923 (845) 567-4656	
CONSTRUCTION MANAGER:		
TECHNICAL ENGINEERING CONSULTANTS:	GEOLGISTS, & LAND SURVEYORS, 1279 ROUTE 200 KEENEWASH, NY 10923 (845) 567-4656	
PRP ENGINEER:		
TECHNICAL ENGINEERING CONSULTANTS:	GEOLGISTS, & LAND SURVEYORS, 1279 ROUTE 200 KEENEWASH, NY 10923 (845) 567-4656	

## PROJECT DIRECTORY

APPROXIMATE: 5700 SWING LANE, E.  
1700 SOUTH SHAW, P.E. DRIVE,  
LITTLETON, CO 80123

TOWNSHIP OWNER:  
WATERS DEPT.-WATER TANK

SITE DESIGNER:  
TECHNICAL ENGINEERING CONSULTANTS,  
GEOLOGISTS, & LAND SURVEYORS,  
1229 ROUTE 200  
NEWBURN, NY 10953  
(845) 569-4856

SITE ACQUISITION:  
TECHNICAL ENGINEERING CONSULTANTS,  
GEOLOGISTS, & LAND SURVEYORS,  
512-2, MC,  
1229 ROUTE 200  
NEWBURN, NY 10953  
(845) 569-4856

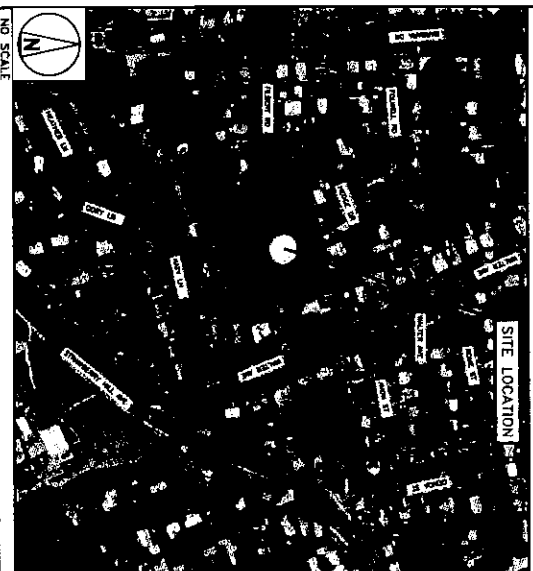
CONSTRUCTION  
MANAGER:  
PAUL RESCENDONE  
PAUL.RESCENDONE@GSI.COM

PRIN. ENGINEER:  
PAUL MACQUAIR  
PAUL.MACQUAIR@GSI.COM

### DIRECTIONS

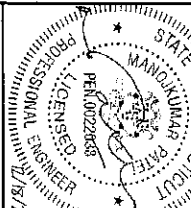
[illegible]

## VICINITY MAP



## dish

5701 SOUTH SANTA FE DRIVE  
MILPITAS, CA 95032



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

CONSTRUCTION  
DOCUMENTS

DRAWN BY:	CHECKED BY:	APPROVED BY:
NM	GL	MP

## SUBMITTALS

REV	DATE	DESCRIPTION
0	06/26/2023	ISSUED FOR PLUMB
1	11/09/2023	PM UPDATE 36/44

AAE PROJECT NUMBER  
10710.NJJER011520

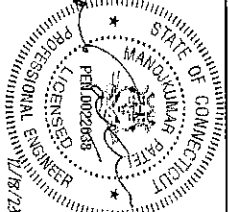
NJ0601152C  
FIRST DIST WATER DEPT.  
11 FILBERT ROAD  
NORWALK, CT 06851

SHEET TITLE	TITLE SHEET
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**SHEET NUMBER**



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



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

DRAWN BY:	CHECKED BY:	APPROVED BY:
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RFDS REV # 1

CONSTRUCTION  
DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
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1	11/09/2023	REV UPDATED BY/WH

MAKE PROJECT NUMBER  
10710.NJER011520

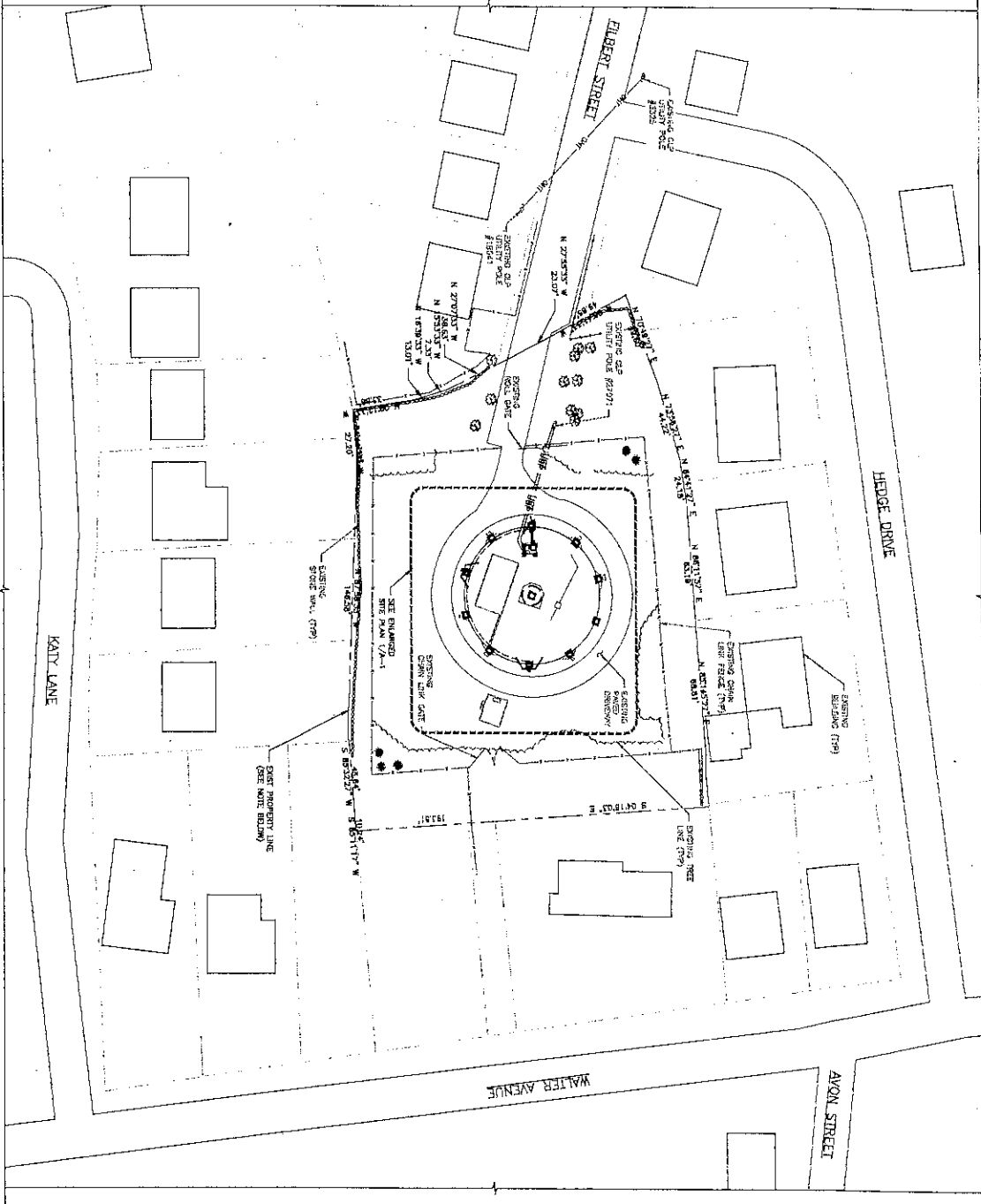
NJER01152C  
FIRST DIST WATER DEPT.  
11 FILBERT ROAD  
NORWALK, CT 06851

SHEET TITLE	OVERALL	SITE PLAN	SHEET NUMBER
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SP-1

**OVERALL SITE PLAN.**

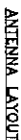
NOTE: FOR SITE PLAN SHOWN REFERENCE "SITE SURVEY PLAN BY GREENER, INC., A/E/S, DATED 4/12/1995".



→



- ## NOTES



## Notes

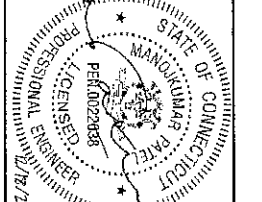
1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION PERS FOR ALL RFI IDEAS.
2. ANTENNA AND RPI MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. A EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
3. ADJUSTERS ARE SUBJECT TO CHANGE AND NEED TO BE CONFIRMED WITH THE LATEST NOTES PRIOR TO THE START OF CONSTRUCTION.

ANTENNA AZIMUTHS	
ALPHA	180°
BETA	210°
GAMMA	230°

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120

**dish**  
wireless.

**Tectonic**  
PROFESSIONAL AND TECHNICAL CONSULTANTS  
James E. Tectonic, President, Tectonic Consultants, Inc., Inc.  
12700 Nevada Blvd.  
Denver, CO 80231  
Phone: (303) 887-4838  
Fax: (303) 887-4838  
www.tectonicconsultants.com



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL, ENGINEER, OR ARCHITECT, TO PROVIDE SUCH SERVICES.

DRAWN BY:	CHECKED BY:	APPROVED BY:
MM	CL	MP

CONSTRUCTION  
DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION

1	11/09/2023	PER UPDATED 54/244
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10730 N IER01153C

WIRELESS L.L.C. PROJECT INFORMATION

FIRST DIST WATER DEPT.  
11 FILBERT ROAD

SHEET TITLE
1

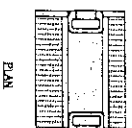
LAYOUT PLAN & SCHEDULE

A-2

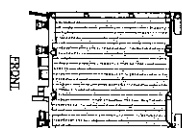
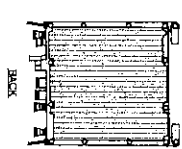
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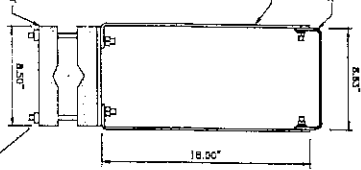
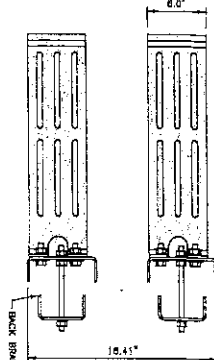
SAMSUNG - LOW BAND	
SFG-ARR31601D1_RF44501-71A	
DIMENSIONS (mm)	13.7x16.5x11.1"
WEIGHT	8.3 lbs
CONNECTOR TYPE	4.5-10 RF CONNECTOR
INPUT VOLTAGE	(-36 to 28 VDC)



SAMSUNG - MID BAND	
SFG-ARR31601D1_RF44510-70A	
DIMENSIONS (mm)	10.7x15.5x5.4"
WEIGHT	6.1 lbs
CONNECTOR TYPE	4.5-10 RF CONNECTOR
INPUT VOLTAGE	(-36 to 28 VDC)



COMMSCOPE BACK-TO-BACK MOUNT	
RR-FA2	
DIMENSIONS (mm)	16.4x11.8x2.5x10"
WEIGHT	38.22 lb
PACKAGE QUANTITY	2

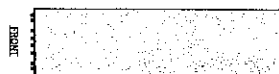


RRH DETAIL

RRH DETAIL

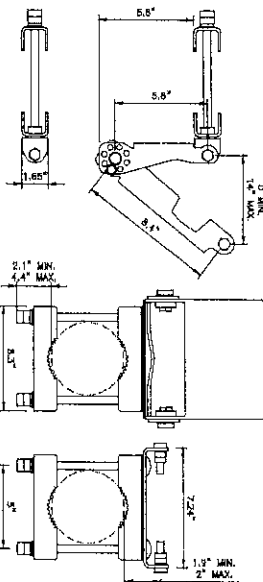
REMOTE RADIO MOUNT DETAIL

COMMSCOPE	
FTVY-65B-R2	
DIMENSIONS (mm)	12.6x4.8x19.2"
RF CONNECTOR INTERFACE	7.7x18.8x7.7"
WEIGHT	70.2 lbs
WEIGHT WITH BRACKETS	88.1 lbs



COMMSCOPE ANTENNA BRACKET	
BSAMNT-3	
DIMENSION COMPATIBILITY	2.25x2" - 4.50x2"
NET WEIGHT	13.859 lbs

NOTE:  
ON DISH, WIRELESS LLC  
APPROVED EQUIPMENT

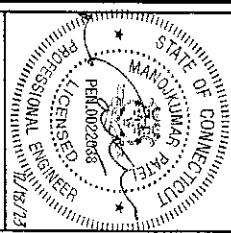
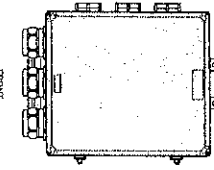
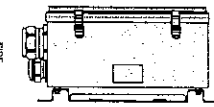
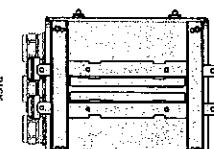
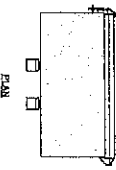


ANTENNA DETAIL

ANTENNA BRACKET DETAIL

SURGE PROTECTION DEVICE DETAIL (OVF)

RAYCAP RPDIC-3045-RF-48	
SURGE PROTECTION DEVICE (OVF)	
DIMENSIONS (mm)	18.5x11.5x17.9x6.4"
WEIGHT	21 lbs



CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
0	06/26/2023	ISSUED FOR BIDDING
1	11/09/2023	FOR VENDOR DATA

AAE PROJECT NUMBER  
107710.NJLERO1152C  
DISH WIRELESS LLC PROJECT INFORMATION  
NJLERO1152C  
FIRST DIST WATER DEPT.  
11 FILBERT ROAD  
NORWALK, CT 06851

SHEET TITLE  
EQUIPMENT DETAILS

SHEET NUMBER  
A-4

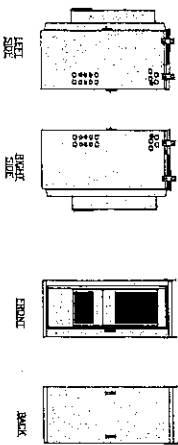


**Tectonic**  
WIRELESS LLC  
2000 ROUTE 100, SUITE 100  
NORWALK, CT 06851  
TEL: 203.885.4000  
WWW.TECTONICWIRELESS.COM

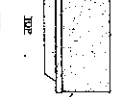
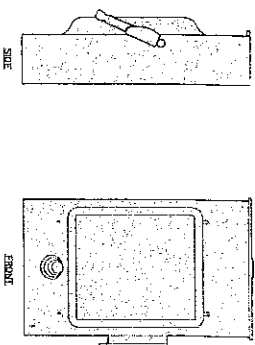
SITE: SANTA FE DRIVE  
LITTLETON, CO 80120

NO SCALE	7	NO SCALE	8	NO SCALE	9
NOT USED					

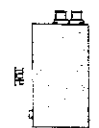
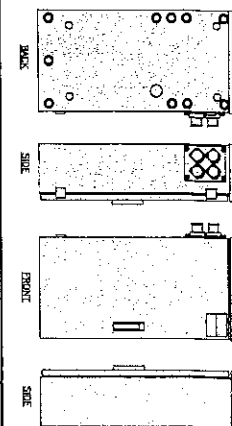
DELTA ELECTRONICS, INC.	
ES0400-HCB04 (HEX)	
DIMENSIONS (LxWxH)	75.5x75.5x32
WEIGHT (LBS/KG)	62.5 lbs (28.3kg)



SQUARE D D224NRB	
ENCLOSURE DIM (LxWxH)	
DIMENSIONS (LxWxH)	29.25x13.00x4.50"
ENCLOSURE TYPE	NEMA 3R RAINPROOF
UL LISTED	FILE E-2875



RAYCAP PPC	
RDJAC-2465-P-240-MTS	
ENCLOSURE DIMENSIONS (LxWxH)	
WEIGHT	38" (22.05x12.25x12.25)
OPENING AC VOLTAGE	240/208 V 3PHASE 3W/4W



CABINET DETAIL

NO SCALE

1

SAFETY SWITCH DETAIL

NO SCALE

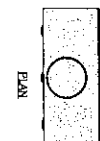
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CABINET DETAIL

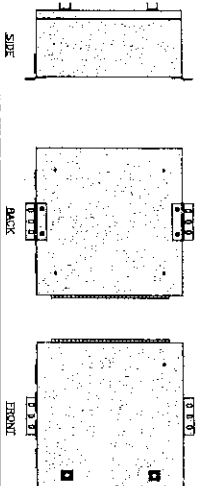
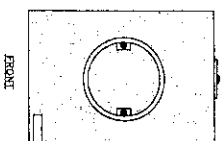
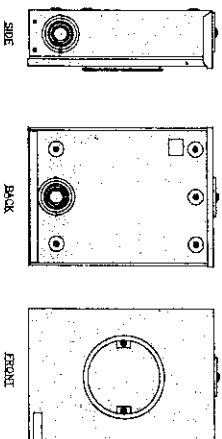
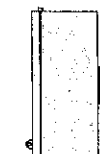
NO SCALE

3

EATON METER SOCKET	
UNRS213BEUSE	
METER SOCKET TYPE	RING
ENCLOSURE DIM (LxWxH)	16.5x12.5x4"
MAIN AMPERE RATING	250A
WEIGHT	18 LBS



CHARLES CFI-PF2020DSH1	
FIBER TELCO ENCLOSURE	
ENCLOSURE DIMS (LxWxH)	
ENCLOSURE WEIGHT	20 LBS
MOUNTING	WALL
COMPLIANCE	TYPE 4



METER SOCKET DETAIL

NO SCALE

4

FIBER TELCO ENCLOSURE DETAIL

NO SCALE

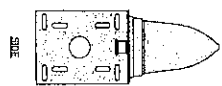
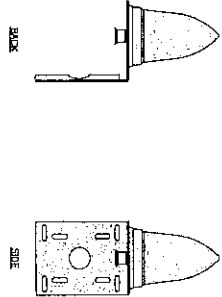
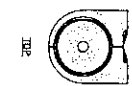
5

GPS MINIMUM SKY VIEW REQUIREMENTS

NO SCALE

6

PCTEL	
GPSGL-1MG-SPI-40NCB	
DIMENSIONS (LxWxH) MM/INCH	5.5x5.5x1.5 / 0.216x0.216x0.059
WEIGHT W/ACCESSORIES	0.025 lbs
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1580 ± 20MHz



GPS DETAIL

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

NO SCALE

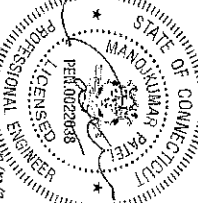
9



5/01 SOUTH AVENUE, SUITE 100  
LITTLETON, CO 80120



STATE OF CONNECTICUT  
MANUEL M. PATEL  
REGISTERED PROFESSIONAL ENGINEER  
PER 00220488  
12/18/23



IF IT IS A REQUIREMENT OF ANY LAW AND/OR REGULATION, THE DRAWING SET MUST BE CHECKED BY AN ENGINEER OR A LICENSED PROFESSIONAL DESIGNER TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED.

DRAWN BY: [ ]  
CHECKED BY: [ ]  
DATE: [ ]

REVISED BY: [ ]  
DATE: [ ]

CONSTRUCTION DOCUMENTS

SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

A-5

DATE PROJECT NUMBER

10710.NJ.ERD1152C

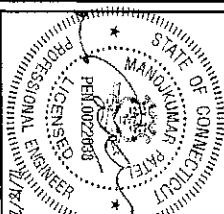
DATE REVISION PROJECT INFORMATION

NJ.ERD1152C

FIRST DIST WATER DEPT.

11 FLUBERT ROAD

NORWALK, CT 06851



UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL, ENGINEER,  
TO ALTER THIS DOCUMENT.

NIM	GL.	MP
-----	-----	----

RFDS REV #

CONSTRUCTION  
DOCUMENTS

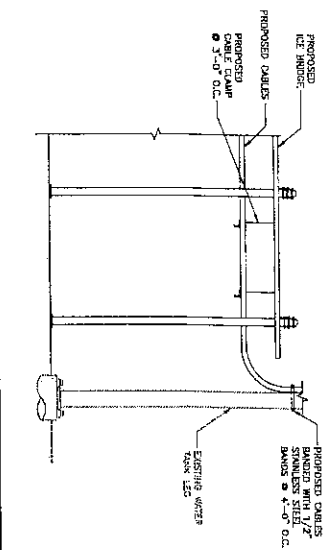
SUBMITTALS		
REV	DATE	DESCRIPTION
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1	11/09/2023	FOR UPDATES SW/WM

AAE PROJECT NUMBER  
10710.NJERO1152C

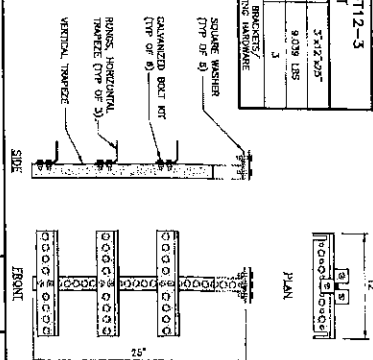
NJLER01152C  
FIRST DIST WATER DEPT  
11 FILBERT ROAD  
NORWALK, CT 06851

**SHEET TITLE**  
**EQUIPMENT DETAILS**

SHEET NUMBER

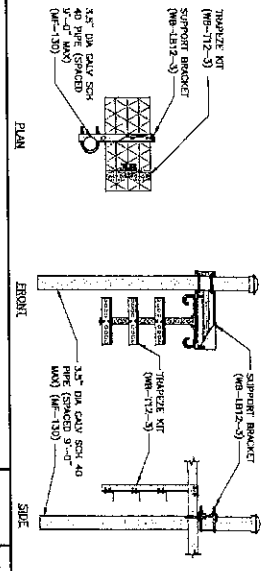


COMMSCOPE WB-T12-3 TRAPEZE KIT	
DIMENSIONS (inches)	5' x 12' x 25'
WEIGHT	9.039 LBS
RUNGS (OPT)	3
INCLUDED PRODUCTS:	ANGLE BRACKETS/ MOUNTING HARDWARE



COMMScope WB-K110-B WAVEGUIDE BRIDGE KIT	
DIMENSIONS (in.)	160 x 10"
WEIGHT/ VOLUME	325.0 LBS
CABLE RUN (FT)	12

	INCLUDED PRODUCTS:
	MH-712-3 TRAPEZE KIT, 3 RUNGS
	MH-LB72-3 SUPPORT BRACKET
	MF-130 DIRECT BURIAL PIPE COLUMN, 13'-4"



CABLE RUN:

NO SCALE

1

## ICE BRIDGE MOUNT DETAIL

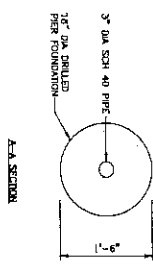
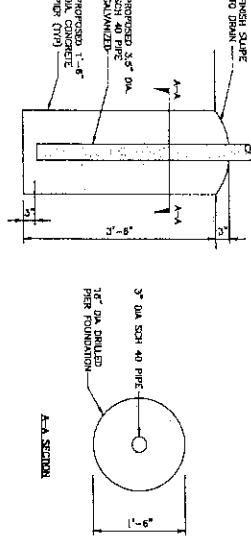
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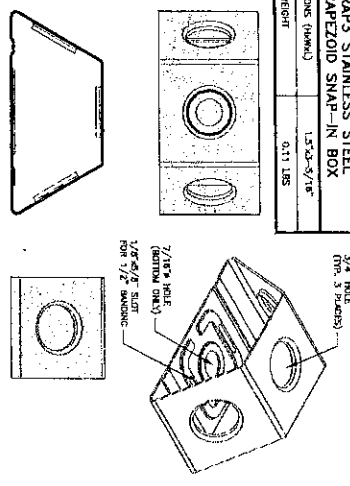
## ICE BRIDGE PHILLIPS

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1



TRAP3 STAINLESS STEEL TRAPEZOID SNAP-IN BOX	
DIMENSIONS (INCHES)	1.5"x3-3/16"
WEIGHT	0.11 LBS



**TYPICAL ICE BRIDGE CONCRETE PIER DETAIL.**

NO SCALE

4

## HYBRID CABLE BRACKET

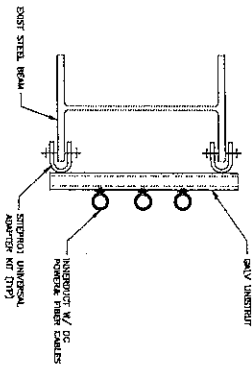
NO SCALE

12

## CABLES MOUNTING

NO SCALE

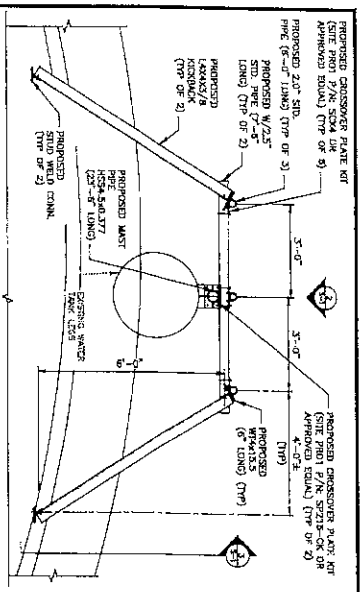
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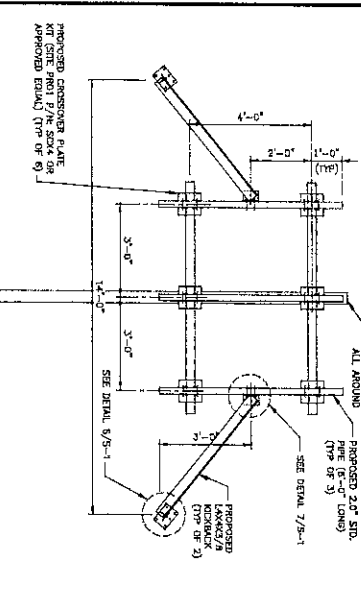
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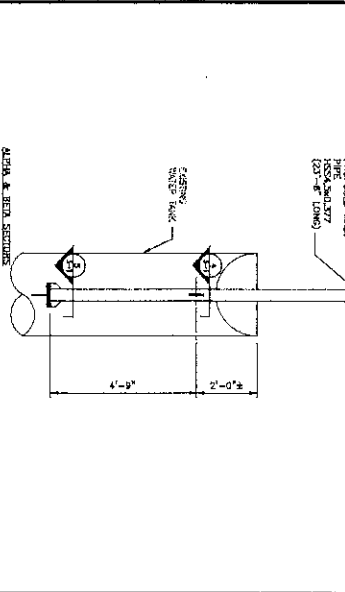
ANTENNA MOUNTING ELEVATION

1



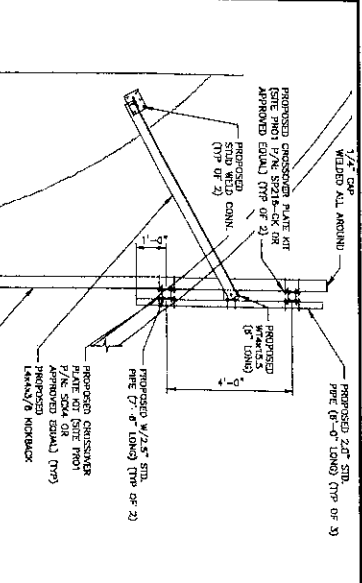
ANTENNA MOUNTING PLAN

2



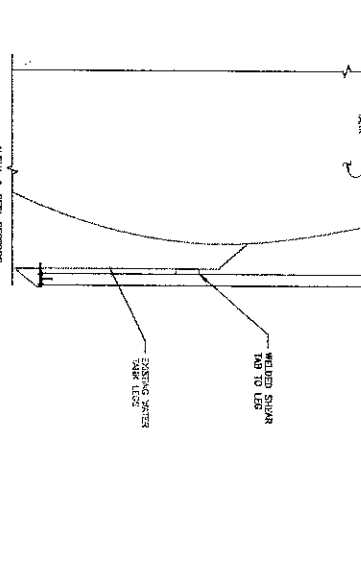
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3



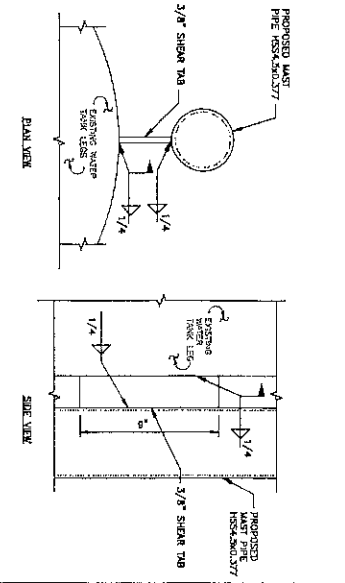
ANTENNA MOUNTING ELEVATION

4



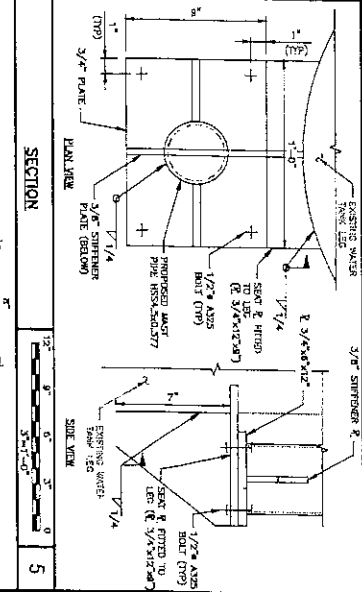
ANTENNA MOUNTING PLAN

5



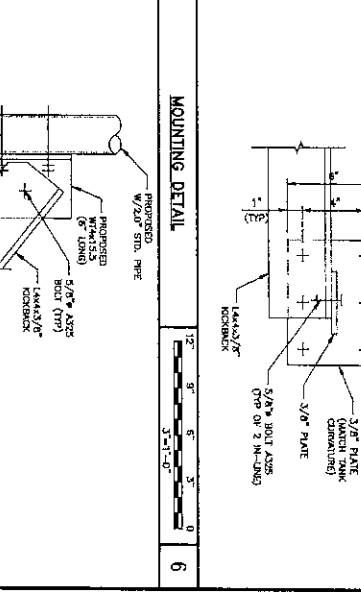
ANTENNA MOUNTING SECTION

6



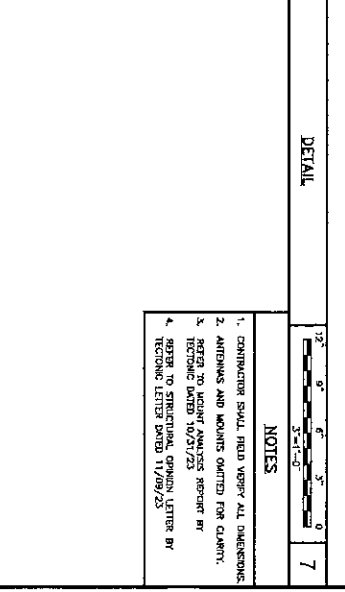
ANTENNA MOUNTING ELEVATION

7



ANTENNA MOUNTING PLAN

8



ANTENNA MOUNTING SECTION

9

5701 SOUTH GARDEN LANE  
LITTLETON, CO 80120

**Tectonic**

PROFESSIONAL ENGINEER

STATE OF CONNECTICUT

REGISTERED PROFESSIONAL ENGINEER

PN0022865

2/18/13

REV	DATE	DESCRIPTION
1	10/09/2010	FOR APPROVAL
2	10/09/2010	FOR APPROVAL
3	10/09/2010	FOR APPROVAL
4	10/09/2010	FOR APPROVAL

**CONSTRUCTION DOCUMENTS**

**NOTES**

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OBTAINED FOR CLIENT.
3. REFER TO MOUNT ANALYSIS REPORT BY TECTONIC DATED 10/21/23.
4. REFER TO STRUCTURAL OPINION LETTER BY TECTONIC LETTER DATED 11/09/23.

**ADD PROJECT NUMBER**

10710.NJLERO1152C

**NUJERO1152C**

**FIRST DIST WATER DEPT.**

**11 FILBERT ROAD**

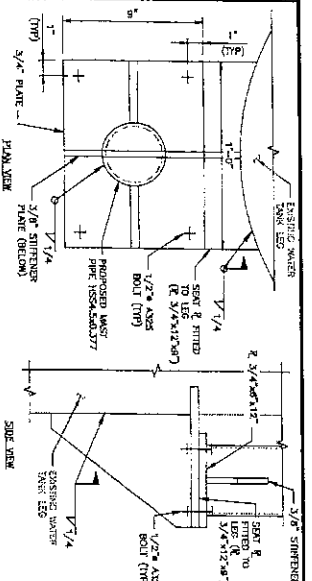
**NORWALK, CT 06851**

**SHEET TITLE**

**ALPHA & BETA MOUNTING PLAN, SECTIONS & DETAILS**

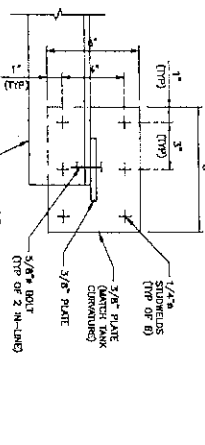
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**S-1**

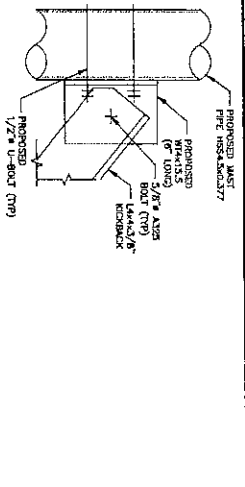


PLAN VIEW

SECTION

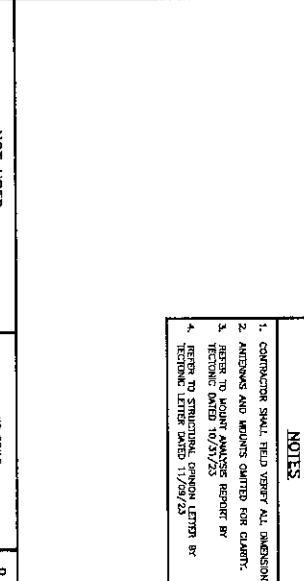


SECTION



DETAIL

NOTES

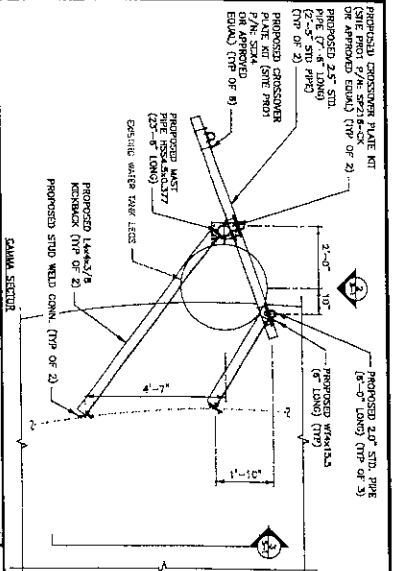


PLAN VIEW

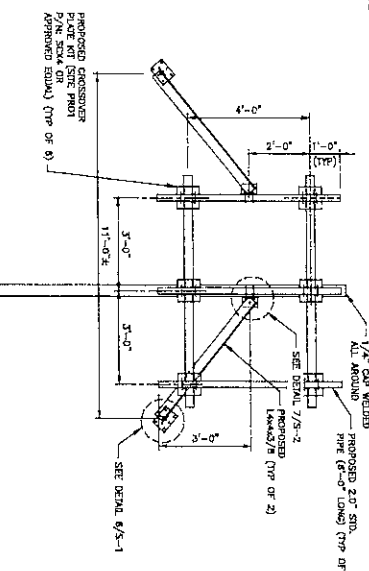
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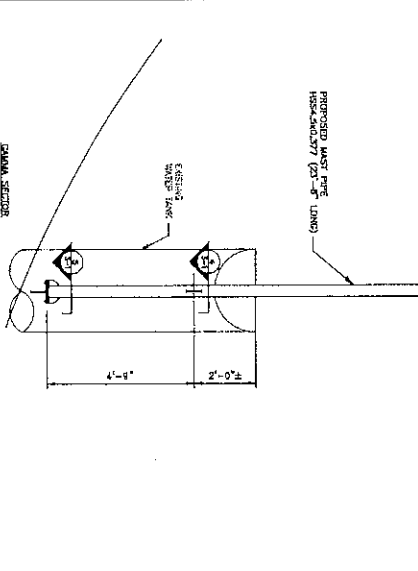
NO SCALE



ANTENNA MOUNTING PLAN



ANTENNA MOUNTING SECTION



ANTENNA MOUNTING ELEVATION

2

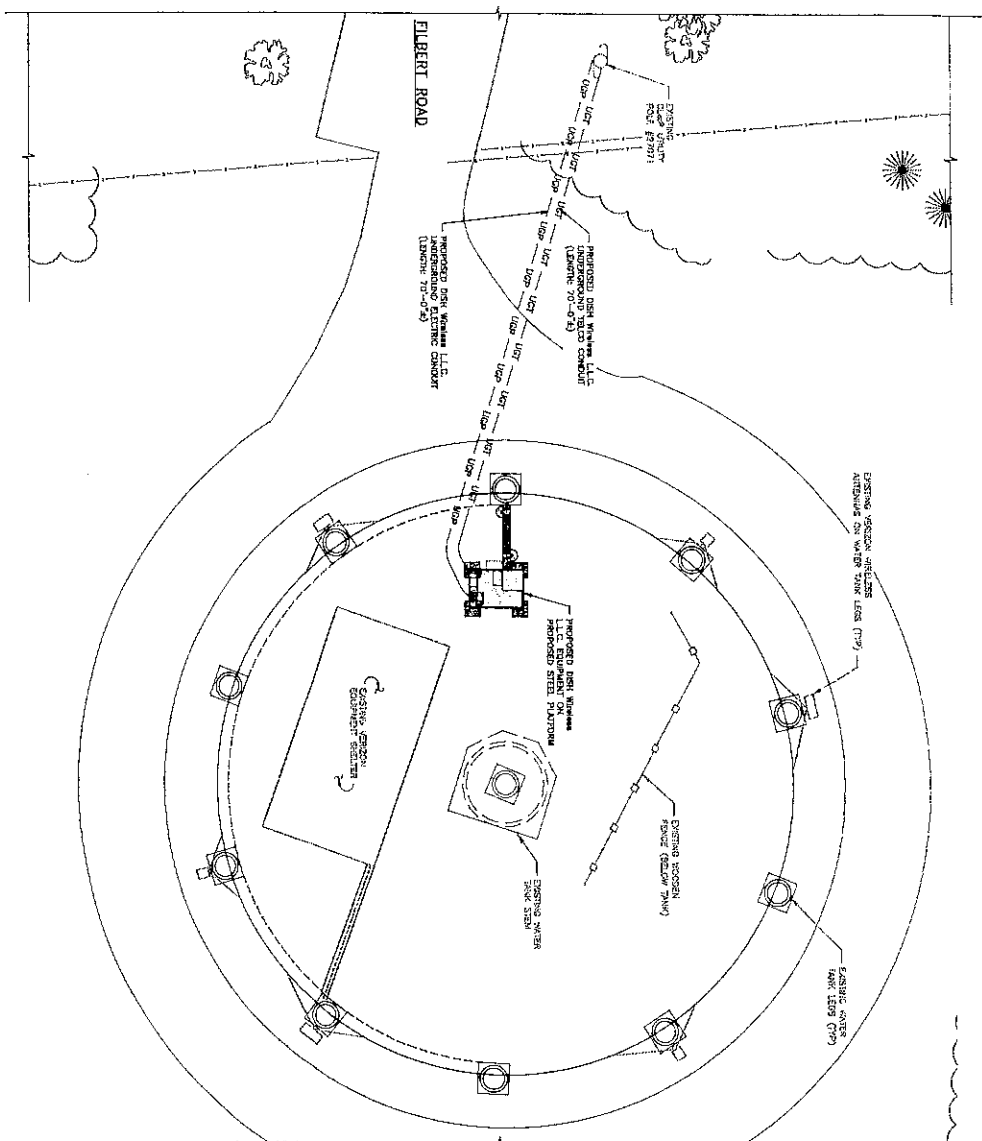
SECTION

4

NOT USED

NO SCALE

8



UTILITY ROUTE PLAN



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNT LIMITED FOR CLIENT.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING FROM THIS INSPECTION SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO THE BIDDING PROCESS. ANY OTHER ASSESSMENT RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PROCESS WITH THE PROJECT MANAGER FOR CLARIFICATION. NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEED STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND TRACES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE CORROBORATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUTES SHALL BE COORDINATED WITH THE NEIGHBORHOOD EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE NEIGHBORHOOD EQUIPMENT CONTRACTOR AND OWNER AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE ALL BREAKERS AND JUNCTION BOXES AS REQUIRED BY THE NET ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSULATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH EXPOSED PHASES. UNMOUNTED DISCONNECTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. INCLUDING EQUIPMENT CONTROLLER, BRANCH CIRCUIT, INSULATED ON, AND PANEL. FIELD LOCATIONS TBD FROM THE EQUIPMENT PROVIDER.
9. INSTALL ALL EQUIPMENT INCLUDING CONDUIT IN ALL CONDUITS PER THE SPECIFICATIONS AND NET 200. THE EQUIPMENT INCLUDING CONDUITS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES AND ALL DISCONNECTS, SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A UL LABEL.
11. PANEL SCHEDULE LAYOUT AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

ELECTRICAL NOTES

NO SCALE 2

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120

107010.NJER01152C  
11/16/2023  
11/16/2023

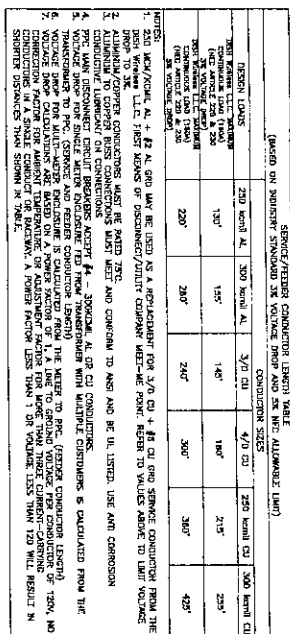
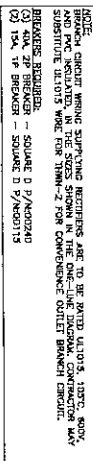
STATE OF CONNECTICUT  
LICENSED PROFESSIONAL ENGINEER  
PEN0022863  
12/18/73

DATE	DESCRIPTION
11/16/2023	ISSUED FOR PLANS
11/16/2023	FOR LAYOUT ONLY

REV	DATE	DESCRIPTION
1	11/16/2023	ISSUED FOR PLANS
2	11/16/2023	FOR LAYOUT ONLY

A&E PROJECT NUMBER  
 10710.NJER01152C  
 DESH WIRELESS LLC PROJECT INFORMATION  
 NJER01152C  
 FIRST DIST WATER DEPT.  
 11 FILBERT ROAD  
 NORWALK, CT 06851  
 SHEET TITLE  
 ELECTRICAL/FIBER ROUTE  
 PLAN AND NOTES  
 SHEET NUMBER  
 E-1





### PANEL SCHEDULE

NO SCALE

### SHORT CIRCUIT CALCULATIONS

3

NOTES

dish  
wireless

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120


**Tectonic**  
FACTORS IN THE DEVELOPMENT OF THE  
EARTH'S SURFACE

Jackson Engineering Associates, Inc. • 10000 S. 26th, Suite 200  
 Tukwila, WA 98162-3000  
 Phone: (206) 837-9800  
 Fax: (206) 837-9511  
 Web: [www.jacksonengineering.com](http://www.jacksonengineering.com)

1000

STATE OF CONNECTICUT

PEN.0022638



Professional Engineer

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TO ALTER THIS DOCUMENT.	
DRAWN BY:	CHECKED BY: APPROVED

NUM	GL	IMP
RFDS REV #:		

CONSTRUCTION  
DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION

0	08/28/2023	ISSUED FOR FILING
1	11/09/2023	PER LITIGATION SCHEDULE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ARE PROJECT NUMBER  
10710.NJERD1152C

Disch Wireless LLC PROJECT INFORMA  
NJJER01152C

FIRST DIST WATER DEPT  
11 FILBERT ROAD  
NORWALK, CT 06851

SHEET TITLE  
ELECTRICAL ONE-LINE, FALL

CALCS & PANEL SCHEDULE  
SHEET NUMBER

E-3

100

1. HAZARD OF ELECTRICAL SHOCK OR BURN. TURN OFF POWER SUPPLYING THIS EQUIPMENT BEFORE WORKING INSIDE.
2. 100 OR 200 AMP, 240 VOLTS, SINGLE PHASE ALTERNATING CURRENT CIRCUIT ONLY
3. GENERATOR SHORT CIRCUIT RATING: 10,000 / 20,000 AMPS RMS SYMMETRICAL, AMPS AT 240 VOLTS
4. UTILITY SHORT CIRCUIT RATING: 65,000 AMPS RMS SYMMETRICAL, AMPS AT 240 VOLTS
5. SUITABLE FOR USE AS SERVICE EQUIPMENT
6. SUITABLE FOR USE IN ACCORDANCE WITH ARTICLE 702 OF THE NATIONAL ELECTRIC CODE (NEC/NFPA 70)
7. BONDED NEUTRAL WHEN INSTALLED AS SHOWN IN WIRING DIAGRAM
8. RAIN PROOF TYPE 3R
9. USE CU-AL WIRE 60-75 °C
10. EQUIPPED WITH SHOCK BAR MECHANICAL INTERLOCK
11. INTERLOCK PROHIBITS BOTH POWER SOURCES FROM BEING IN THE ON POSITION SIMULTANEOUSLY
12. EQUIPPED WITH SQUARE D BREAKERS OR ALTERNATE MANUFACTURER EQUIVALENT
13. WHEN REPLACE LOAD CENTER BREAKERS, USE ONLY SQUARE D (OO TYPE) OF THE SAME RATING OR EQUIVALENT
14. WHEN RESETTNG BREAKERS TURN TO OFF POSITION, THEN TO ON POSITION
15. WARNING: MAKE CONTINUITY CHECK WITH OHM METER TO VERIFY CORRECT PHASING AND GROUNDING CONNECTIONS BEFORE POWER UP
16. VERIFY FAN OUT CONFIGURATION OF GENERATOR PRIOR TO USE.
17. RISK OF ELECTRIC SHOCK. BOTH ENDS OF DISCONNECTING MEANS MAY BE ENERGIZED. TEST BEFORE SERVICING
18. THIS SWITCH BOARD MAY CONTAIN A TAP ON THE SERVICE SIDE OF THE MAIN POWER DISCONNECT FOR REMOTE MONITORING OF UTILITY/STANDBY POWER
19. THE NORMAL AC POWER MONITORING CIRCUIT MUST UTILIZE A DISCONNECTING MEANS WITH A SHORT CIRCUIT RATING GREATER THAN THE AVAILABLE INTERRUPTING CURRENT
20. A RED PUSH-TO-TRIP BUTTON PROVIDES A MEANS TO MECHANICALLY TRIP THE CIRCUIT BREAKER. THIS ACTION EXERCISES THE TRIPPING PORTION OF THE MECHANISM AND ALLOWS MAINTENANCE CHECK ON THE BREAKER

THE OPERATING HANDLE ASSUMES A CENTER POSITION WHEN THE CIRCUIT BREAKER IS TRIPPED.

THE BREAKERS CAN BE RESET BY OPERATING THE HANDLE TO THE EXTREME OFF POSITION AND THEN TO ON.

SLIDE AND MECHANICAL TRANSDUCERS NORMAL ARE POWER TO GENERATION POWER, THE SLIDE AND MECHANICAL TRANSDUCERS FROM POWER SOURCES FROM BEING IN THE ON POSITION (MULTIPLYING).

TO BECOME FROM ON POWER SOURCE TO THE OTHER POWER SOURCE, SWITCH ON BREAKER TO THE OFF POSITION, MOVE THE SLIDE AND TO THE OTHER SIDE AND THE SWITCH THE OTHER BREAKER TO THE ON POSITION.

ELECTRICAL RATING 120/240 VOLTS SINGLE PHASE 60 Hz	CONDENSATOR POWER 1000uF 2000uF
NORMAL AC POWER 1000uF 2000uF	

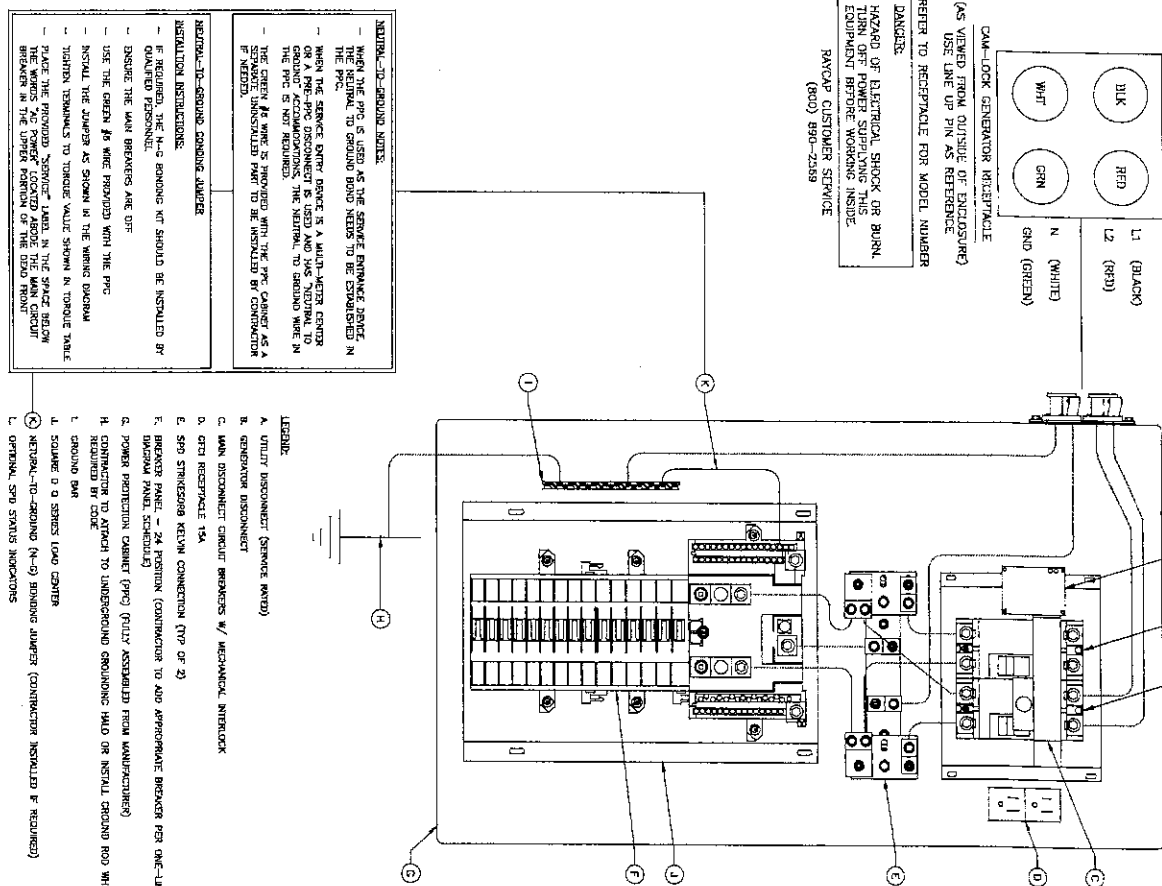
2004 UTILITY FEED									
LOAD SIZE CIRCUIT BREAKERS				LINE SIZE MAIN CIRCUIT BREAKER					
WTR.	TYPE	POLES	AMP. RATING	WTR.	TYPE	POLES	AMP. RATING	VOLTS AC	PHASES
50-D	00	1	15-100A	50-D	00L	200A	65,000A	240V	2

200A GENERATOR FEED									
LOAD SIZE CIRCUIT BREAKERS				LINE SIZE MAIN CIRCUIT BREAKERS					
WTR.	TYPE	POLES	AMP. RATING	WTR.	TYPE	POLES	AMP. RATING	VOLTS AC	PHASES
50-D	00	1	15-100A	50-D	00L	200A	65,000A	240V	2

MAXIMUM EXISTING LOADS NOT TO EXCEED ROK OF THE OVER-CURRENT PROTECTIVE DEVICE (CIRCUIT BREAKER AND FUSES) RAINING EMPLOYED IN OTHER THAN MOTOR CIRCUITS, EXCEPT FOR THOSE CIRCUITS EMPLOYING CIRCUIT BREAKERS MARKED AS SUITABLE FOR CONTINUOUS OPERATION AT 100% OF THEIR RATED CONDUCTIONS ARE NOT TO ENTER OR LEAVE THE ENCLOSURE DIRECTLY OPPOSITE THE WIRING TERMINAL.


RAYCAP POWER PROTECTION CABINET ... RDIAC-2465-P-240-MTS (NEUTRAL-TO-GROUND)



# dēsh

**wireless**™

5701 SOUTH GATE, 1<sup>ST</sup> FLOOR  
LITTLETON, CO 80120



## Tectonic

Tectonic Engineering, Inc.  
1000 Main Street, Suite 200  
Westport, CT 06880  
Tel: 203.938.8888 Fax: 203.938.8889  
www.tectoniceng.com

---

**PROJECT INFORMATION**

AAE PROJECT NUMBER  
100710.AJER01152C

AAE Wireless LLC PROJECT INFORMATION

NUJER01152C  
FIRST DIST WATER DEPT.  
11 FILBERT ROAD  
NORWALK, CT 06851

SHEET TITLE  
PPC NEUTRAL-TO-GROUND  
SCHEMATIC

SHEET NUMBER

**E4**

**CONSTRUCTION DOCUMENTS**

**SUBMITTALS**

REV	DATE	DESCRIPTION
0	06/26/2010	ISSUED FOR BIDDING
1	11/09/2010	NO CHANGES

IF IT IS NECESSARY TO USE THE PROVISIONS OF THIS SPECIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DESIGNED BY: CHECKED BY: APPROVED BY:

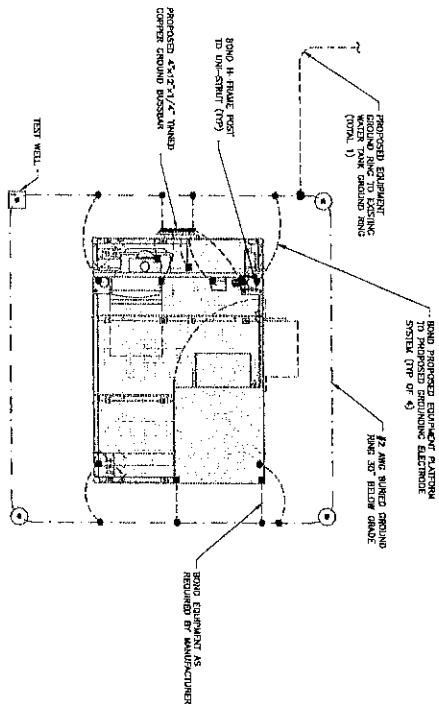
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DATE: \_\_\_\_\_

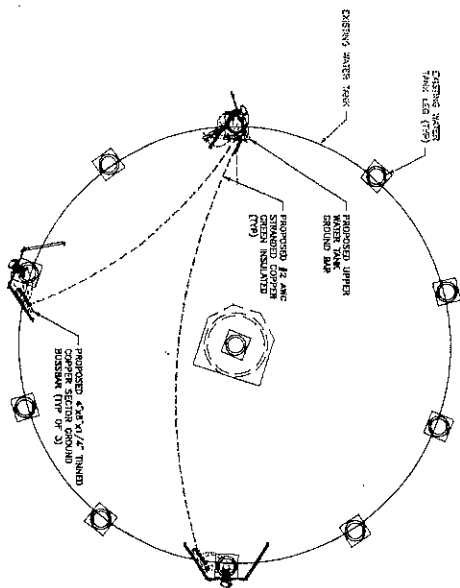
SCALE: \_\_\_\_\_

PROJECT NO. # \_\_\_\_\_

1








### TYPICAL EQUIPMENT GROUNDING PLAN



### TYPICAL ANTENNA GROUNDING PLAN

NOTES	NO SCALE	1
	1. ANTENNAS AND TOP SHOWN ARE GENERIC AND NOT REFERRING TO A SPECIFIC MANUFACTURER. THIS LAYOUT IS FOR REFERENCE ONLY	

 EXOTHERMIC CONNECTION  
 MECHANICAL CONNECTION  
 GROUNDING BUS BAR  
 GROUND ROD

 NIST COATING ROD WITH INSULATING SLEEVE  
 --- #2 AND STAINLESS #2 UNINSULATED  
 --- #2 AND STAINLESS COATED THINNED



### GROUNDING LEGEND

1. REPOUNDING IS STRONG DISADVANTAGEOUSLY ONLY.
2. CONDUCTORS SHALL BE COPPER, NO ALUMINUM CONDUCTORS SHALL BE USED.

### GROUNDING KEY NOTES

- [illegible]

## GROUNDING KEY NOTES

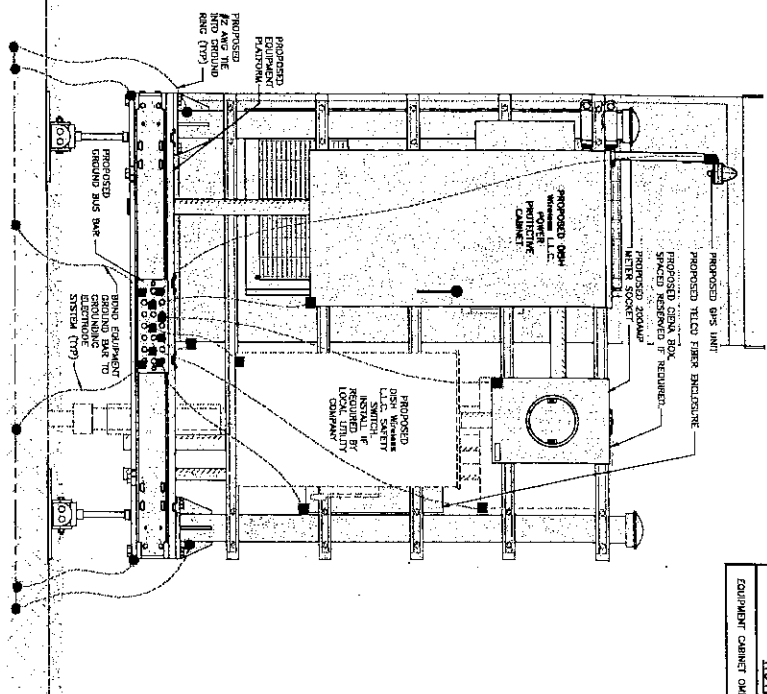
<b>dish</b> wireless.	
5201 SOUTH SANTA FE DRIVE UTICHA, UT 84120	
 <p>Tectonic Professional Engineering Services, Inc. 1000 West Center Street, Suite 200 Salt Lake City, Utah 84119 Phone: (801) 521-8444 Fax: (801) 521-8445 E-Mail: info@tectoniceng.com Web: www.tectoniceng.com</p>	
	
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DRAWN BY:	CHECKED BY:
DATE:	DATE:
REV:	DESCRIPTION:
1	ISSUED FOR BIDDING
2	FOR CONSTRUCTION
3	FOR RECORD DRAWING
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# NOTES

EQUIPMENT CABINET OBTAINED FOR CLARITY

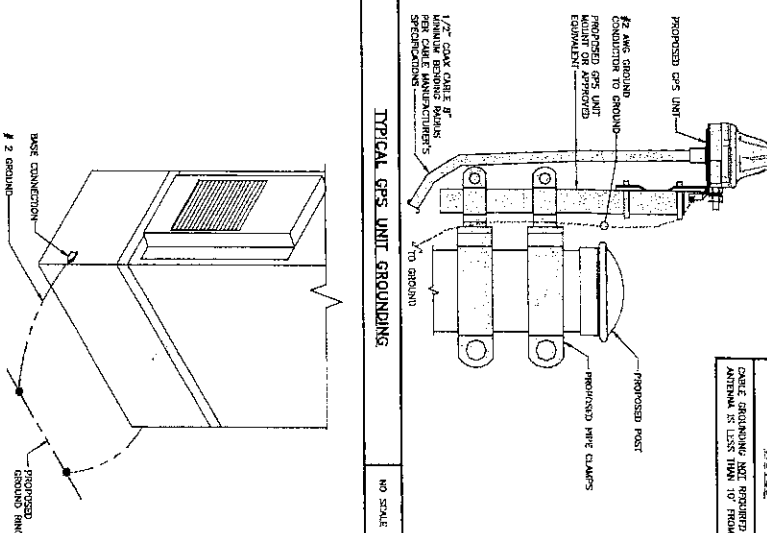
# NOTES

CABLE BONDING NOT REQUIRED WHEN ANTENNA IS LESS THAN 10' FROM CABINET



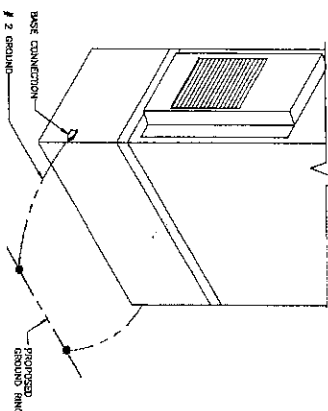
H-FRAME GROUNDING DETAIL

NO SCALE 1



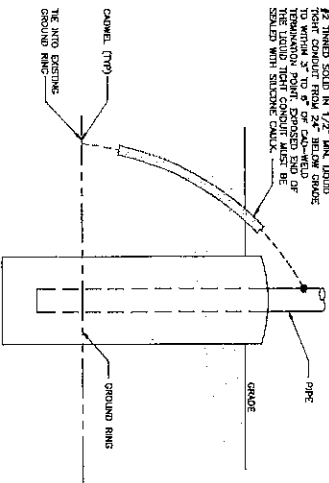
TYPICAL GPS UNIT GROUNDING

NO SCALE 2



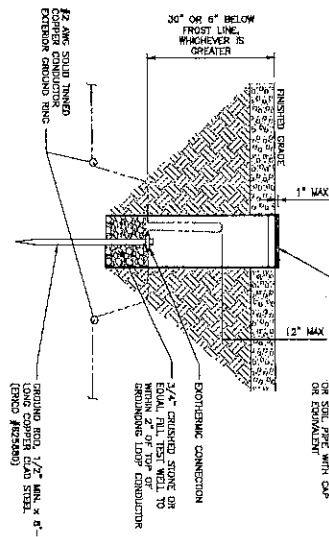
OUTDOOR CABINET GROUNDING

NO SCALE 3



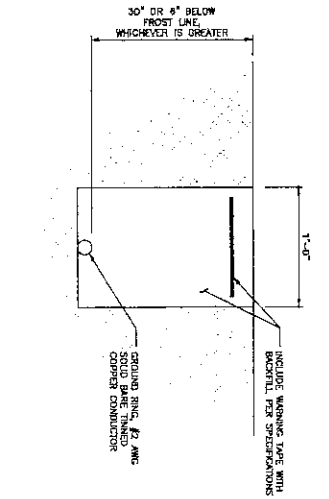
TRANSITIONING GROUND DETAIL

NO SCALE 4



TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE

NO SCALE 5



TYPICAL GROUND RING TRENCH

NO SCALE 6

**dish**  
wireless  
5701 SPRING SANTA FE DRIVE  
LITTLETON, CO 80120

**Tectonic**  
Tectonic Engineering, Inc.  
10000 E. Harvard Ave., Suite 100  
Denver, CO 80231  
Phone: 303.755.8888  
Fax: 303.755.8889  
www.tectoniceng.com

STATE OF CONNECTICUT  
MARTIN M. PATE  
LICENSED PROFESSIONAL ENGINEER  
PEN00023038  
EXPIRATION DATE 12/31/13

CONSTRUCTION DOCUMENTS  
SUBMITTALS  
REV. DATE DESCRIPTION  
1 12/10/13 ISSUED FOR PERMITS  
2 12/10/13 PERMITTED BY PERMITS  
3 12/10/13 PERMITTED BY PERMITS  
4 12/10/13 PERMITTED BY PERMITS  
5 12/10/13 PERMITTED BY PERMITS  
6 12/10/13 PERMITTED BY PERMITS  
7 12/10/13 PERMITTED BY PERMITS  
8 12/10/13 PERMITTED BY PERMITS  
9 12/10/13 PERMITTED BY PERMITS  
10 12/10/13 PERMITTED BY PERMITS

PROJECT NUMBER  
10710.NJLERO1152C  
Dish Wireless LLC PROJECT INFORMATION  
NJLERO1152C  
FIRST DIST WATER DEPT.  
11 FLIBERT ROAD  
NORWALK, CT 06851  
SHEET TITLE  
GROUNDING DETAILS  
SHEET NUMBER  
G-2







LEGEND

ABBREVIATIONS

ECHEMICAL CONNECTION	ANCHOR BOLT
MECHANICAL CONNECTION	ANCHORING CURRENT
CHEMICAL, ELECTROLYTIC GROUNDING SYSTEM	ADJUSTABLE FLOOR
TEST CHEMICAL, ELECTROLYTIC GROUNDING SYSTEM	ADJUSTABLE FLOOR
EXOTHERMIC WITH INSPECTION SLAVE	ADJUSTABLE FLOOR
GROUNDING BAR	ADJUSTABLE INTERSECTION CAVITY
GROUND ROD	ALUMINUM
TEST GROUND ROD WITH INSPECTION SLAVE	ALUMINUM
SINGLE POLE SWITCH	ALUMINUM
DUPLEX RECEPTACLE	ALUMINUM
DUPLEX GFCI RECEPTACLE	ALUMINUM
FLUORESCENT LIGHTING FIXTURE	ALUMINUM
(2) TWO LAMPS 40-75	ALUMINUM
SMOKE DETECTION (DC)	ALUMINUM
EMERGENCY LIGHTING (DC)	ALUMINUM
SECURITY LIGHT W/HOTCELL LUMINOUS ALUM	ALUMINUM
LED-1-25440/21K-SRA-120-PE-00000	ALUMINUM
CHAIN LINK FENCE	ALUMINUM
WOOD/ALUMINUM IRON FENCE	ALUMINUM
WALL STRUCTURE	ALUMINUM
LISSIE AREA	ALUMINUM
PROPERTY LINE (PL)	ALUMINUM
SETBACKS	ALUMINUM
ICE BRIDGE	ALUMINUM
CABLE TRAY	ALUMINUM
WATER LINE	ALUMINUM
UNDERGROUND POWER	ALUMINUM
UNDERGROUND TELCO	ALUMINUM
OVERHEAD POWER	ALUMINUM
OVERHEAD TELCO	ALUMINUM
UNDERGROUND TELCO/POWER	ALUMINUM
ABOVE GROUND POWER	ALUMINUM
ABOVE GROUND TELCO	ALUMINUM
ABOVE GROUND TELCO/POWER	ALUMINUM
WIREPOINT	ALUMINUM
SECTION REFERENCE	ALUMINUM
DETAIL REFERENCE	ALUMINUM

AB	ANCHOR BOLT	BE	BEAM
AC	ANCHORING CURRENT	BF	BENT
AD	ADJUSTABLE FLOOR	BG	BENT
AE	ADJUSTABLE FLOOR	BH	BENT
AF	ADJUSTABLE FLOOR	BI	BENT
AG	ADJUSTABLE FLOOR	BJ	BENT
AH	ADJUSTABLE FLOOR	BK	BENT
AI	ADJUSTABLE FLOOR	BL	BENT
AJ	ADJUSTABLE FLOOR	BM	BENT
AK	ADJUSTABLE FLOOR	BN	BENT
AL	ADJUSTABLE FLOOR	BO	BENT
AM	ADJUSTABLE FLOOR	BP	BENT
AN	ADJUSTABLE FLOOR	BQ	BENT
AO	ADJUSTABLE FLOOR	BR	BENT
AP	ADJUSTABLE FLOOR	BS	BENT
AQ	ADJUSTABLE FLOOR	BT	BENT
AR	ADJUSTABLE FLOOR	BU	BENT
AS	ADJUSTABLE FLOOR	BV	BENT
AT	ADJUSTABLE FLOOR	BW	BENT
AU	ADJUSTABLE FLOOR	BX	BENT
AV	ADJUSTABLE FLOOR	BY	BENT
AW	ADJUSTABLE FLOOR	BZ	BENT
AX	ADJUSTABLE FLOOR	CA	CABLE
AY	ADJUSTABLE FLOOR	CB	CABLE
AZ	ADJUSTABLE FLOOR	CC	CABLE
BA	ADJUSTABLE FLOOR	CD	CABLE
BB	ADJUSTABLE FLOOR	CE	CABLE
BC	ADJUSTABLE FLOOR	CF	CABLE
BD	ADJUSTABLE FLOOR	CG	CABLE
BE	ADJUSTABLE FLOOR	CH	CABLE
BF	ADJUSTABLE FLOOR	CI	CABLE
BG	ADJUSTABLE FLOOR	CJ	CABLE
BH	ADJUSTABLE FLOOR	CK	CABLE
BI	ADJUSTABLE FLOOR	CL	CABLE
BJ	ADJUSTABLE FLOOR	CM	CABLE
BK	ADJUSTABLE FLOOR	CN	CABLE
BL	ADJUSTABLE FLOOR	CO	CABLE
BM	ADJUSTABLE FLOOR	CP	CABLE
BN	ADJUSTABLE FLOOR	CQ	CABLE
BO	ADJUSTABLE FLOOR	CR	CABLE
BP	ADJUSTABLE FLOOR	CS	CABLE
BQ	ADJUSTABLE FLOOR	CT	CABLE
BR	ADJUSTABLE FLOOR	CU	CABLE
BS	ADJUSTABLE FLOOR	CV	CABLE
BT	ADJUSTABLE FLOOR	CW	CABLE
BU	ADJUSTABLE FLOOR	CX	CABLE
BV	ADJUSTABLE FLOOR	CY	CABLE
BW	ADJUSTABLE FLOOR	CZ	CABLE
BX	ADJUSTABLE FLOOR	DA	DAM
BY	ADJUSTABLE FLOOR	DB	DAM
BZ	ADJUSTABLE FLOOR	DC	DAM
CA	DAM	DD	DAM
CB	DAM	DE	DAM
CC	DAM	DF	DAM
CD	DAM	DG	DAM
CE	DAM	DH	DAM
CF	DAM	DI	DAM
CG	DAM	DJ	DAM
CH	DAM	DK	DAM
CI	DAM	DL	DAM
CJ	DAM	DM	DAM
CK	DAM	DN	DAM
CL	DAM	DO	DAM
CM	DAM	DP	DAM
CN	DAM	DQ	DAM
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CT	DAM	DW	DAM
CU	DAM	DX	DAM
CV	DAM	DY	DAM
CW	DAM	DZ	DAM
CX	DAM	EA	EACH
CY	DAM	EB	ELECTRICAL CONDUCTOR
CZ	DAM	EC	ELECTRICAL CONDUCTOR
DA	EACH	ED	ELECTRICAL CONDUCTOR
DB	ELECTRICAL CONDUCTOR	EE	ELECTRICAL CONDUCTOR
DC	ELECTRICAL CONDUCTOR	EF	ELECTRICAL CONDUCTOR
DD	ELECTRICAL CONDUCTOR	EG	ELECTRICAL CONDUCTOR
DE	ELECTRICAL CONDUCTOR	EH	ELECTRICAL CONDUCTOR
DF	ELECTRICAL CONDUCTOR	EI	ELECTRICAL CONDUCTOR
DG	ELECTRICAL CONDUCTOR	EJ	ELECTRICAL CONDUCTOR
DH	ELECTRICAL CONDUCTOR	EK	ELECTRICAL CONDUCTOR
DI	ELECTRICAL CONDUCTOR	EL	ELECTRICAL CONDUCTOR
DJ	ELECTRICAL CONDUCTOR	EM	ELECTRICAL CONDUCTOR
DK	ELECTRICAL CONDUCTOR	EN	ELECTRICAL CONDUCTOR
DL	ELECTRICAL CONDUCTOR	EO	ELECTRICAL CONDUCTOR
DM	ELECTRICAL CONDUCTOR	EP	ELECTRICAL CONDUCTOR
DN	ELECTRICAL CONDUCTOR	EQ	ELECTRICAL CONDUCTOR
DO	ELECTRICAL CONDUCTOR	ER	ELECTRICAL CONDUCTOR
DP	ELECTRICAL CONDUCTOR	ES	ELECTRICAL CONDUCTOR
DQ	ELECTRICAL CONDUCTOR	ET	ELECTRICAL CONDUCTOR
DR	ELECTRICAL CONDUCTOR	EU	ELECTRICAL CONDUCTOR
DS	ELECTRICAL CONDUCTOR	EV	ELECTRICAL CONDUCTOR
DT	ELECTRICAL CONDUCTOR	EW	ELECTRICAL CONDUCTOR
DU	ELECTRICAL CONDUCTOR	EX	ELECTRICAL CONDUCTOR
DV	ELECTRICAL CONDUCTOR	EY	ELECTRICAL CONDUCTOR
DW	ELECTRICAL CONDUCTOR	EZ	ELECTRICAL CONDUCTOR
DX	ELECTRICAL CONDUCTOR	FA	FACE
DY	ELECTRICAL CONDUCTOR	FB	FACE
DZ	ELECTRICAL CONDUCTOR	FC	FACE
EA	FACE	FD	FACE
EB	FACE	FE	FACE
EC	FACE	FF	FACE
ED	FACE	FG	FACE
EE	FACE	FH	FACE
EF	FACE	FI	FACE
EG	FACE	FJ	FACE
EH	FACE	FK	FACE
EI	FACE	FL	FACE
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EX	FACE	GA	GROUND
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FC	GROUND	GF	GROUND
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FJ	GROUND	GM	GROUND
FK	GROUND	GN	GROUND
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FS	GROUND	GV	GROUND
FT	GROUND	GW	GROUND
FU	GROUND	GX	GROUND
FV	GROUND	GY	GROUND
FW	GROUND	GZ	GROUND
FX	GROUND	HA	HEIGHT
FY	GROUND	HB	HEIGHT
FZ	GROUND	HC	HEIGHT
GA	HEIGHT	HD	HEIGHT
GB	HEIGHT	HE	HEIGHT
GC	HEIGHT	HF	HEIGHT
GD	HEIGHT	HG	HEIGHT
GE	HEIGHT	HH	HEIGHT
GF	HEIGHT	HI	HEIGHT
GH	HEIGHT	HJ	HEIGHT
GI	HEIGHT	HK	HEIGHT
GJ	HEIGHT	HL	HEIGHT
GK	HEIGHT	HM	HEIGHT
GL	HEIGHT	HN	HEIGHT
GM	HEIGHT	HO	HEIGHT
GN	HEIGHT	HP	HEIGHT
GO	HEIGHT	HQ	HEIGHT
GP	HEIGHT	HR	HEIGHT
GQ	HEIGHT	HS	HEIGHT
GR	HEIGHT	HT	HEIGHT
GS	HEIGHT	HU	HEIGHT
GT	HEIGHT	HV	HEIGHT
GU	HEIGHT	HW	HEIGHT
GV	HEIGHT	HX	HEIGHT
GW	HEIGHT	HY	HEIGHT
GX	HEIGHT	HZ	HEIGHT
GY	HEIGHT	IA	INTERIOR
GZ	HEIGHT	IB	INTERIOR
HA	INTERIOR	IC	INTERIOR
HB	INTERIOR	ID	INTERIOR
HC	INTERIOR	IE	INTERIOR
HD	INTERIOR	IF	INTERIOR
HE	INTERIOR	IG	INTERIOR
HF	INTERIOR	IH	INTERIOR
HG	INTERIOR	II	INTERIOR
HH	INTERIOR	IJ	INTERIOR
HI	INTERIOR	IK	INTERIOR
HJ	INTERIOR	IL	INTERIOR
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HL	INTERIOR	IN	INTERIOR
HM	INTERIOR	IO	INTERIOR
HN	INTERIOR	IP	INTERIOR
HO	INTERIOR	IQ	INTERIOR
HP	INTERIOR	IR	INTERIOR
HQ	INTERIOR	IS	INTERIOR
HR	INTERIOR	IT	INTERIOR
HS	INTERIOR	IU	INTERIOR
HT	INTERIOR	IV	INTERIOR
HU	INTERIOR	IW	INTERIOR
HV	INTERIOR	IX	INTERIOR
HW	INTERIOR	IY	INTERIOR
HX	INTERIOR	IZ	INTERIOR
HY	INTERIOR	JA	JACKET
HZ	INTERIOR	JB	JACKET
IA	JACKET	JC	JACKET
IB	JACKET	JD	JACKET
IC	JACKET	JE	JACKET
ID	JACKET	JF	JACKET
IE	JACKET	JG	JACKET
IF	JACKET	JH	JACKET
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II	JACKET	JK	JACKET
IJ	JACKET	KL	JACKET
IK	JACKET	KM	JACKET
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IT	JACKET	KV	JACKET
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IV	JACKET	KX	JACKET
IW	JACKET	KY	JACKET
IX	JACKET	KZ	JACKET
IY	JACKET	LA	LABORATORY
IZ	JACKET	LB	LABORATORY
JA	LABORATORY	LC	LABORATORY
JB	LABORATORY	LD	LABORATORY
JC	LABORATORY	LE	LABORATORY
JD	LABORATORY	LF	LABORATORY
JE	LABORATORY	LG	LABORATORY
JF	LABORATORY	LH	LABORATORY
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KR	LABORATORY	LT	LABORATORY
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KZ	LABORATORY	MB	MAINTENANCE
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LD	MAINTENANCE	MF	MAINTENANCE
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LN	MAINTENANCE	MO	MAINTENANCE
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LV	MAINTENANCE	MV	MAINTENANCE
LW	MAINTENANCE	MW	MAINTENANCE
LX	MAINTENANCE	MX	MAINTENANCE
LY	MAINTENANCE	MY	MAINTENANCE
LZ	MAINTENANCE	MZ	MAINTENANCE
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MX	MAINTENANCE	NY	MAINTENANCE
MZ	MAINTENANCE	NZ	MAINTENANCE
NA	MAINTENANCE	OA	MAINTENANCE
NB	MAINTENANCE	OB	MAINTENANCE
NC	MAINTENANCE	OC	MAINTENANCE
ND	MAINTENANCE	OD	MAINTENANCE
NE	MAINTENANCE	OE	MAINTENANCE
NF	MAINTENANCE	OF	MAINTENANCE
NG	MAINTENANCE	OG	MAINTENANCE
NH	MAINTENANCE	OH	MAINTENANCE
NI	MAINTENANCE	OI	MAINTEN

TYPE	COLOR	PURPOSE
GREEN	GREEN	INFORMATIONAL SIGN TO NOTIFY OTHERS OF SITE CONSTRUCTION & CONTACT NUMBER AND LOCATION OF COORDINATOR
BLUE	BLUE	NOTICE REGARDING THIS PROJECT. THIS SIGN SHALL BE PLACED ON EXISTING DISH WIRELESS L.L.C. EQUIPMENT CABINET, IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS (47 CFR-1.1307(b)).
YELLOW	YELLOW	CAUTION SIGN TO BE PLACED BEYOND THIS POINT ANY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. COPIES ALL POSTED SIGNS AND THE PROJECTED FREQUENCY EMISSIONS (47 CFR-1.1307(b)). IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS (47 CFR-1.1307(b)).
ORANGE/RED	ORANGE/RED	WARNING SIGN TO BE PLACED BEYOND THIS POINT ANY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. COPIES ALL POSTED SIGNS AND THE PROJECTED FREQUENCY EMISSIONS (47 CFR-1.1307(b)). IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS (47 CFR-1.1307(b)).

#### SIGN PLACEMENT:

1. FOR DISH WIRELESS L.L.C. LOCAL, SEE DISH WIRELESS L.L.C. DESIGN SPECIFICATIONS (PROVIDED BY DISH WIRELESS L.L.C.)
2. SITE ID SHALL BE APPLIED TO SIGNS USING THERM OGRAPHY OR ANY OTHER WEATHER RESISTANT METHOD (DISH WIRELESS L.L.C. APPROVAL REQUIRED)
3. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH WIRELESS L.L.C. CONSTRUCTION MANAGER RECOMMENDATIONS.
4. CABINET/SHEETS MONITORING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHANE ADHESIVE
5. ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TIEH SCREWS
6. ALL SIGNS TO BE 8.5'x11" AND MADE WITH 6061 OF ALUMINUM MATERIAL

#### NOTES:

1. INFORMATION SIGN (GREEN) SHALL BE LOCATED ON EXISTING DISH WIRELESS L.L.C. EQUIPMENT CABINET.
2. IF THE INFORMATION SIGN IS A SIGNAGE, IT SHALL BE PLACED ON EXISTING DISH WIRELESS L.L.C. EQUIPMENT CABINET WITH A STAINLESS STEEL ZIP TIE.
3. IF THE REPORT IS NOT AVAILABLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS, PLEASE CONTACT DISH WIRELESS L.L.C. CONSTRUCTION MANAGER FOR FURTHER INSTRUCTION ON HOW TO PROCEED.

# NOTICE



#### Transmitting Antenna(s)

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

Obey all posted signs and site guidelines for working in radio frequency environments.

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

Site ID: \_\_\_\_\_

# dish

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

# CAUTION



#### Transmitting Antenna(s)

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

Obey all posted signs and site guidelines for working in radio frequency environments.

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

Site ID: \_\_\_\_\_

# dish

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

# INFORMATION

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

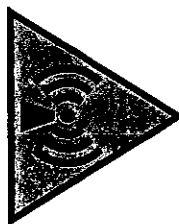
Obey all signs and barriers beyond this point.  
Call the DISH Wireless L.L.C. NOC at 1-866-624-6874

Site ID: \_\_\_\_\_



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

# WARNING



#### Transmitting Antenna(s)

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

Obey all posted signs and site guidelines for working in radio frequency environments.

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

Site ID: \_\_\_\_\_

# dish

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

**dish**  
wireless

5701 SOUTH MAIN FE DRIVE  
LITTLETON, CO 80120

**Tectonic**  
PROFESSIONAL ENGINEER  
PER 0022883  
10/18/73

STATE OF CONNECTICUT  
MANUALLY  
PROFESSIONAL ENGINEER  
PER 0022883  
10/18/73

IF A VENDOR OR USER OF THE PROJECT  
NEEDS THE SIGNAGE, THEY MUST  
CONTACT THE PROJECT MANAGER  
TO OBTAIN THE SIGNAGE.

DRAWN BY: CHECKED BY: APPROVED BY:

DATE: DATE: DATE:

REV: DATE: DESCRIPTION:

0 06/20/2023 ISSUED FOR NAME

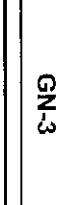
1 11/06/2023 FOR IMPROVED SIGNAGE

DATE PROJECT NUMBER  
10/7/0.NJER01152C

DISH WIRELESS L.L.C. PROJECT INFORMATION  
NUTR01152C  
FIRST DIST WATER DEPT.  
11 TILBERT ROAD  
NORWALK, CT 06851

SHEET TITLE  
RF SIGNAGE

SHEET NUMBER  
GN-2



15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR

Designation: <b>GN-4</b> Sheet Number: <b>1</b>	Project Name: <b>GN-4</b> Project Number: <b>1</b>
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# GROUNDING NOTES:

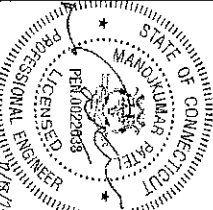
1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GROUND) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR GROUND ELECTRODE SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND RACEWAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO DIS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BVS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BVS.
7. CONNECTORS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS COMPRESSION.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 5 FT. OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR STEELERS THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL, SUCH AS PVC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e. NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE). THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF C&I WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILEXON CAULK (AND TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOF TOP, TOWERS, TANKS AND WATER TANKS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL BE AT LEAST 2" O.D. COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM. BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY), DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.

**dish**  
wireless.

5701 SOUTH SWAN FE DRIVE  
LITTLETON, CO 80120

**Tectonic**  
Engineering & Construction

12345 Main Street  
Denver, CO 80202  
Phone: 303.555.1234  
Fax: 303.555.5678  
www.tectoniceng.com



IT IS A VIOLATION OF LAW FOR ANY PERSON  
TO REPRODUCE OR TRANSMIT THIS DOCUMENT  
OR TO ALTER THIS DOCUMENT.

ISSUED BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

DATE: 11/26/2015  
TIME: 10:00 AM  
BY: [Signature]

## CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
0	11/26/2015	ISSUED FOR PERMIT
1	11/26/2015	FOR LAYOUTS & V.A.M.

A&E PROJECT NUMBER  
107710.NJLJER01152C

Don Wireless LLC, PROJECT INFORMATION  
NJLJER01152C  
FIRST DIST WATER DEPT.  
11 TILBERT ROAD  
NORWALK, CT 06851

## GENERAL NOTES

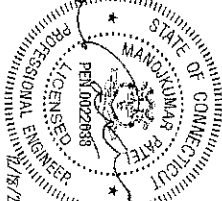
SHEET NUMBER  
**GN-5**

## 1. DESIGN AND CONSTRUCTION

- ALUMINUM ANCHORS AND ATTACH TO SUPPORTING MEMBERS AT 18" ON CENTER WITH HOOKS OR GALVANIZED 6-COLUMNS AS MANUFACTURED BY GRADING RESTRIKERS INC.
21. EXPANSION ANCHORS SHALL BE WITH WINK BOLT 7/2 ON APPROVED EQUAL BASIS. IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MINIMUM EMBEDMENT SHALL BE 4-3/4" UNLESS OTHERWISE NOTED.
22. ADHESIVE ANCHOR ASSEMBLIES SHALL BE AS MANUFACTURED BY HILTI OR EQUIVALENT APPROVED EQUAL, AS FOLLOWS:
- BASE MATERIAL \_\_\_\_\_ ANCHOR SYSTEM \_\_\_\_\_
- HOLLOW CAU OR BRICK HLT HY-270
- CONCRETE HLT HY-200
- INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
23. HAMMER DRILLS ARE NOT TO BE USED WHEN DRILLING HOLES FOR STEEL OR EXPANSION BOLTS INSTALLED IN MASONRY BLOCKS/BRICKS.
24. ALL INTERIOR STRUCTURAL STEEL SHALL BE SHIP FORM COATED WITH A RUST-INHIBITIVE PRIMER EXCEPT AREAS TO BE FIBERPROVED NEED NOT BE PAINTED. SURFACE PREPARATION SHALL BE IN ACCORDANCE WITH THE PAINT MANUFACTURER'S RECOMMENDATIONS. AREAS WHICH MAY BE INACCESSIBLE AFTER INSTALLATION SHALL RECEIVE TWO (2) COATS OF PRIMER, FINISH PAINT AS DIRECTED BY OWNER/DRAWER.
25. FIELD CONNECTIONS AND DAMAGED OR ABUSED AREAS OF SHIP PRIME COAT SHALL BE TOUCH-UP PAINTED WITH COMPARABLE FIELD PRIMER.
26. ALL EXTERIOR STEEL SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 ZINC (HOT-DIP GALVANIZED) COATINGS ON ROLL AND STEEL PRODUCTS. UNLESS OTHERWISE NOTED.
27. ALL EXTERIOR BELTS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 ZINC (HOT-DIP) ON IRON AND STEEL HARDWARE. UNLESS OTHERWISE NOTED.
28. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A786 TREATMENT OF DAMAGED AND UNCOATED AREAS OF HOT-DIP GALVANIZED COATINGS. USING GALVANIZED COATINGS AS MANUFACTURED BY THE MANUFACTURER'S RECOMMENDATIONS. EXPOSED EXTERIOR FINISH, INCLUDING METALLIC ZINC COATINGS OF BOX BY WEIGHT IN DRY TALK DRY FINISHED COATING THICKNESS SHALL BE 3 MILS MINIMUM. DAMAGED AREAS OF STEEL SHALL BE REPAIRED TO MATCH ANY EXISTING FINISH (IF APPLICABLE).
29. STEEL WORK SHALL BE SUBJECT TO SPECIAL INSPECTIONS DURING CONSTRUCTION AS REQUIRED BY THE CODE.
30. CONTRACTORS TO REMOVE WASTING ON THE EXISTING WALL/PARTIAL AT EVERY STEEL SUPPORT ATTACHMENT AND REPAIR MASONRY AS REQUIRED. A BED OF SLOJCON SHALL BE APPLIED ALL AROUND THE STEEL SUPPORT ATTACHMENT TO MAKE IT WEATHERPROOF.
31. ALL HOLES TO BE MADE IN THE STEEL SHALL BE PUNCHED OR DRILLED. NO HOLE BURNING SHALL BE ALLOWED. REPAIR GALVANIZING IN ACCORDANCE WITH ASTM A786.
32. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UPLIFT ALL NOTES WHICH SOLELY PERTAIN TO THE WORK DEPECTED ON THESE DRAWINGS.
- HILTI TESTING NOTES:**
- IF REQUIRED PER HILTI SPECIFICATIONS, CONTRACTOR SHALL RETURN HILTI TO HILTI FOR TESTING. HILTI SHALL BE PROVIDED WITH THE CONSTRUCTION DRAWINGS TO BE INSTALLED IN MASONRY. A MINIMUM OF ONE (1) ANCHOR PER CONNECTION SHALL BE TESTED. FOR ANKURA UNITS, A MINIMUM OF 25% OF ANCHORS PER SECTOR SHALL BE TESTED. THE LOAD TO THE ANCHORS SHALL BE APPLIED USING A STEEL TEST FRAME THAT IS ADEQUATE TO CARRY THE FULL TEST LOADS (UP TO A TENSILE LOAD OF 10,000 LBS). THE TEST SHALL BE CONDUCTED IN ACCORDANCE WITH THE ANCHOR TO BE TESTED. MAINTAIN THE LOAD FOR AT LEAST TWO MINUTES AFTER SPECIFIED LOAD IS REACHED. IF ANY TESTED ANCHOR IN A CONNECTION FAILS TO REACH THE SPECIFIED LOAD CAPACITY, ALL ANCHORS WITHIN THAT CONNECTION SHALL BE TESTED. EVIDENCE OF RECORD OR A SPECIAL INSPECTOR SHALL BE PRESENT ON SITE DURING THE TESTING OF ANCHORS. TESTING SHALL BE REPEATED UNTIL ALL ANCHORS IN THE CONNECTION ARE ENGINEERED RECORD upon completion. ANCHORS WILL BE VISUALLY INSPECTED ALONG WITH THE SUBROABINGS AFTER TESTING.
- ASSUMED NOTES:**
1. DESIGN AND CONSTRUCTION OF ALL MASONRY WORK SHALL CONFORM TO ACI 530 AND S&P1 STANDARDS BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES. AND SPECIFICATIONS FOR MASONRY STRUCTURES. CONCRETE MASONRY UNITS SHALL BE NOMINAL WEIGHT HOLLOW LOAD

AND FINISH AS INDICATED

- AND FINISH AS INDICATED, SUBJECT TO APPROVAL BY OWNER.
3. WORKER SHALL CONFORM TO ASTM C476 "MORTAR FOR UNIT MASONRY" TYPE M OR S.
4. GROUT SHALL CONFORM TO ASTM C476 "GROUT FOR REINFORCED AND NON-REINFORCED MASONRY". ALL CELLS SHALL BE FILLED SOLID WITH GROUT AT REINFORCING.
5. ALL MASONRY SHALL BE CONSTRUCTED IN RUNNING BOND.
6. HORIZONTAL JOINT REINFORCING SHALL BE STANDARD WEIGHT LADDER TYPE (2-NO. 8 GAGE SLOE ROD) SPACED VERTICALLY AS INDICATED.
7. INJECT GROUT INTO WEAK MORTAR WHERE THERE IS SEPARATION BETWEEN JOINTS.
- MASONRY REPAIR NOTES:**
1. REPAIR ALL EXISTING BULKHEAD/PANAPET WALL CRACKS WITHIN 3 FEET RADII OF THE MOUNT ATTACHMENT POINTS.
2. CONTRACTOR IS RESPONSIBLE TO REPAIR ANY BRICK FRACTURE OR MORTAR CRACKS THAT MAY DEVELOP DURING CONSTRUCTION OF ANTENNA MOUNTS AND EQUIPMENT FRAME.
3. DO NOT POWER DRILL INTO EXISTING BULKHEAD/PANAPET.
4. CONTRACTOR TO REMOVE TAR/MASTIC ON THE EXISTING BULKHEAD/PANAPET AT EVERY MOUNT ATTACHMENT AND REPOINT MASONRY AS REQUIRED. A BED OF SILICONE SHALL BE APPLIED REINFORCED AND ALL AROUND THE MOUNT ATTACHMENT TO MAKE IT WEATHERPROOF.
5. REPAIR WORK FOR BULKHEAD/PANAPET TO BE PREFORMED/COMPLETED IN TWO STAGES, AS FOLLOWS:
- STAGE 1: OUTSIDE FACE
- REPAIR WORK TO BE DONE IN SECTIONS NOT TO EXCEED 4 FEET IN BULKHEAD/PANAPET LENGTH.
  - RE-POINT ALL AREAS AND REPLACE ALL CRACKED/DAMAGED BRICK AS REQUIRED.
  - REPLACE PARING TO MATCH EXISTING BUILDING AND PAINT TO MATCH.
  - RESEAL ALL ANCHOR HOLES WEATHER-TIGHT.
- STAGE 2: INSIDE FACE/BELOW ROOF LINE
- REPAIR WORK TO BE DONE IN SECTIONS NOT TO EXCEED 4 FEET IN BULKHEAD/PANAPET LENGTH.
  - REMOVE LOOSE BULKHEAD/PANAPET MEMBRANE A MAXIMUM OF 3 FEET FROM EDGE OF ATTACHMENT.
  - RE-POINT ENTIRE AREA AS REQUIRED.
  - RESEAL AND REPLACE BULKHEAD/PANAPET MEMBRANE AND FLASHING TO MATCH EXISTING.



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www.tectonicpro.com

**dish**  
**wireless**

DRAWING BY: CHECKED BY: APPROVED BY:					
NAL	GL		WR		
NOTES RE: AS					
<b>CONSTRUCTION DOCUMENTS</b>					
SUBMITTALS	DATE	DESCRIPTION	REVISION	BY	DATE
	08/09/2006	ISSUED FOR TAKE OFF			
	11/09/2006	FOR STUDY ONLY			
A/E PROJECT NUMBER 10710.NAJE001152C					
Client: Richards LLC PROJECT INFORMATION N.JE001152C FIRST DIST WATER DEPT. 11 FLIBERT AVE NORWALK, CT 06851					
SHEET TITLE GENERAL NOTES					
SHEET NUMBER					
GN-6					

25

- dish**  
wireless
- 5701 SOUTH SAVA, FE. DRIVE  
LITTLETON, CO 80120
- Tectonic**  
ARCHITECTURAL INTERIORS • COMMERCIAL • RESIDENTIAL • OFFICE •

1275 South 24th  
Hemlock, WA 98260  
Phone: (360) 586-3333  
(fax) 828-8313  
[www.bonoboblog.com](http://www.bonoboblog.com)

- STATE OF CONNECTICUT

ST  
WORK  
UT

- 

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

- |           |             |              |
|-----------|-------------|--------------|
| DRAWN BY: | CHECKED BY: | APPROVED BY: |
| MM        | GL          | MF           |

## CONSTRUCTION

- CONSTRUCTION
- 
- DOCUMENTS

## SOBRIETAS

- |   |            |                        |
|---|------------|------------------------|
| 6 | 04/09/2023 | ISSUED FOR RELEASE     |
| 5 | 11/09/2023 | FOR ISSUANCE SIGNATURE |
| 4 |            |                        |
| 3 |            |                        |
| 2 |            |                        |
| 1 |            |                        |
- AAE PROJECT NUMBER  
10710N1JER01152C
- Issued by: Kenneth L.L.C. PROJECT INFORMATION
- N1JER01152C  
FIRST DIST WATER DEPT.  
11 FLBERT ROAD  
NORMARK, CT 06851
- SHEET TITLE  
GENERAL NOTES

# Exhibit D

## Structural Analysis

Date: December 12, 2023

## Structural Opinion Letter

### Project Information:

**Carrier:** Dish Wireless  
**Site Name:** NJJER01152C  
**Site Address:** 11 Filbert Rd, Norwalk, Fairfield County, CT 06851  
**Site Type:** Water Tank Mounted Antennas

**Tectonic Project Number:** 10710.NJJER01152C, Revision 1

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C., Inc. (Tectonic) is pleased to submit this "Structural Opinion Letter" to determine the structural integrity of the above-mentioned water tank structure. Tectonic performed a limited visual inspection from ground of the existing water tank on March 14, 2021. In addition, the following documents were assessed:

- Proposed Mount Analysis by Tectonic Engineering, dated October 31, 2023.
- RFDS by Dish Wireless, dated April 29, 2022.
- Lease Exhibit by Tectonic, dated April 11, 2022.
- Structural Analysis Report by On Air Engineering, LLC, dated March 20, 2020.

Based on our visual inspection and information provided, the tank currently supports one carrier on steel pipe masts connected to the legs at a RAD elevation of approximately hundred and fourteen feet (114'-0") above ground level. Dish Wireless is proposing to install new mounting frames supported on pipe masts in a similar fashion with three (3) new panel antennas, six (6) new RRH modules and three (3) new OVP units. The final configuration upon this installation will be as follows:

Mounting Level (ft)	Carrier Designation	Quantity	Equipment Manufacturer	Equipment Model	Number of Feed Lines	Feed Line Size (in)	Note
114.0	Dish Wireless	3	Commscope	FFVV-65B-R2	3	1.6" Hybrid	1
		3	Samsung	RF4450t-71A			
		3	Samsung	RF4451d-70A			
		3	Raycap	RDIDC-9181-PF-48			

### Notes:

- 1) Proposed equipment to be mounted to new pipe frames designed in a separate analysis by Tectonic.

### Project Contact Info

1279 Route 200 | Newburgh, NY 12550  
 845.567.8658 Tel | 845.567.8763 Fax

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The existing water tank and foundation drawings were not made available at the time of this report; therefore, the tank has not been evaluated in detail. However, based on our review of the structural analysis report referenced above, the increase in the wind area and weight per antenna mount is minimal compared to the overall size and weight of the tank. The increase in vertical and lateral load is less than 10% and 5%, respectively. This is based on estimations from field notes and assumptions of the existing water tank structure. As per the Connecticut Building Code and 2021 IEBC, no further analysis is required. Therefore, we believe the existing water tank and supporting foundation are adequate to support the proposed Dish Wireless upgrade.

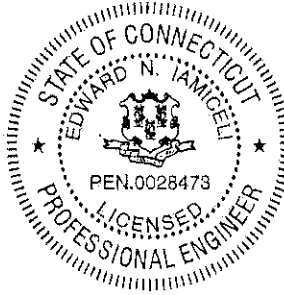
This structural opinion is based on a limited visual inspection from ground and information provided by the client. We assume that the water tank and its foundation were manufactured and constructed in accordance with the approved design drawings, the tank has been properly maintained in accordance with industry standards, and all existing members and connections are intact. Contractor shall field verify existing conditions and recommendations as noted on the construction drawings and notify the design engineer of any discrepancies prior to construction. Any further changes to the antenna and/or appurtenance configuration should be reviewed with respect to their effect on the structural loads prior to implementation.

We at Tectonic appreciate the opportunity of providing our continuing professional services to you and Dish Wireless. If you have any questions or need further assistance on this or any other projects please give us a call.

Respectfully submitted by:

*Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C., Inc.*

Edward N. Iamicelli, P.E.  
Managing Director - Structural



#### Project Contact Info

1279 Route 360, 1 Newburgh, NY 12550  
845.587.0636 Tel / 845.587.8701 Fax

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# Exhibit E

## Mount Analysis

Date: October 31, 2023

## Proposed Mount Analysis Report

**Project Information:**

**Carrier:** Dish Wireless  
**Site Number:** NJJERO1152C  
**Site Address:** 11 Filbert Rd, Norwalk, Fairfield County, CT 06851  
**Site Type:** Pipe Mast on Water Tank

**Tectonic Project Number:** 10710.NJJERO1152C, Revision 1

*Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C., Inc.* (Tectonic) is pleased to submit this **"Mount Analysis Report"** to determine the structural integrity of the above-mentioned proposed mount.

The purpose of the analysis is to determine acceptability of the mount stress level. Based on our analysis we have determined the mount stress level to be:

Mount: **Sufficient – 90 %**

This analysis has been performed in accordance with the 2022 Connecticut State Building Code and the 2021 International Building Code based upon an ultimate 3-second gust wind speed of 130 mph per Appendix P as required for use in the ANSI/TIA-222-H-1-2019 Standard. Exposure Category B with a maximum topographic factor,  $K_{zt}$ , of 1.0 and Risk Category III were used in this analysis.

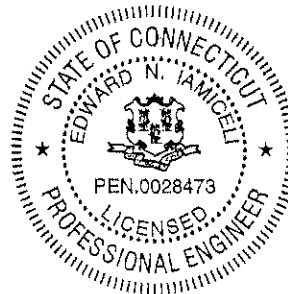
We at Tectonic appreciate the opportunity of providing our continuing professional services to you and Dish Wireless. If you have any questions or need further assistance on this or any other projects, please give us a call.

Structural analysis prepared by: Ian Marinaccio

Respectfully submitted by:  
*Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C., Inc.*



Edward N. Iamicieli, P.E.  
Managing Director - Structural



### Project Contact Info

1279 Route 300 | Newburgh, NY 12550  
845.567.6656 Tel | 845.567.8703 Fax

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Additional Calculations

## 1) INTRODUCTION

Analysis of the proposed antenna mounts due to the loading of the proposed antennas, equipment, and related appurtenances. The proposed mount is a sector frame on a pipe mast to be installed onto the water tank leg and kickback to the tank roof.

## 2) ANALYSIS CRITERIA

TIA-222 Revision: TIA-222-H  
Risk Category: III  
Wind Speed: 130 mph  
Exposure Category: B  
Topographic Factor: 1.0  
Ice Thickness: in  
Wind Speed with Ice: mph  
Maintenance Wind Speed Load: 30 mph

Table 1 - Proposed Equipment Loading Information

Mounting Level (ft)	Carrier Designation	Number of Antennas	Antenna Manufacturer	Antenna Model	Proposed Mount Type	Note
114.0	Dish Wireless	3	Commscope	FFVV-65B-R2	(3) Pipe Masts	1
		3	Samsung	RF4450t-71A		
		3	Samsung	RF4451d-70A		
		3	Raycap	RDIDC-9181-PF-48		

Notes:

- 1) Proposed equipment to be installed on the proposed mounts.
- 2) Reserved equipment considered for design.

## 3) ANALYSIS PROCEDURE

Table 2 - Documents Provided

Document	Remarks	Dated
RFDS	Dish Wireless	04/29/2022
Lease Exhibit	Tectonic	04/11/2022
Field Notes & Photos	Tectonic	03/14/2022
Structural Analysis Report	On Air Engineering, LLC	03/20/2020
Water Tank Analysis Report	Tectonic	06/09/2022

### 3.1) Analysis Method

A tool internally developed, using Microsoft Excel, was used to calculate wind loading on all appurtenances and mount members. This information was then used in conjunction with another program, RISA-3D, which is a commercially available analysis software package, used to check the antenna mounting system and calculate member stresses for various loading cases. The selected output from the analysis is included in Appendices B and C.

### 3.2) Assumptions

- 1) The antenna mounting system was properly fabricated, installed, and maintained in good condition in accordance with its original design, TIA Standards, and/or manufacturer's specifications.
- 2) The configuration of antennas, mounts, and other appurtenances are as specified in Tables 1 and 2.

- 3) All member connections are assumed to have been designed to meet or exceed the load carrying capacity of the connected member unless otherwise specified in this report.
- 4) Member length and sizes are based solely on the assembly drawing by CommScope, referenced above.
- 5) Steel grades have been assumed as follows, unless noted otherwise:
 

Channel, Solid Round, Angle, Plate	ASTM A36 (GR 36)
HSS (Rectangular)	ASTM 500 (GR B-46)
Pipe	ASTM A53 (GR 35)
Connection Bolts	ASTM A325

This analysis may be affected if any assumptions are not valid or have been made in error. Tectonic should be notified to determine the effect on the structural integrity of the mount.

#### 4) ANALYSIS RESULTS

**Table 3 - Mount Component Stresses vs. Capacity**

Notes	Component	Mount Centerline (ft)	% Capacity	Pass / Fail
1	Face Horizontal	114.0	90	Pass
	Mount Pipe		69	Pass
	Mast Pipe		67	Pass
2	Mast Connection		66	Pass
	Kickback Connection		45	Pass
Structure Rating (max from all components) =			90%	

Notes:

- 1) See additional documentation in "Appendix C - Analysis Output" for calculations supporting the % capacity consumed.
- 2) See additional documentation in "Appendix D - Additional Calculations" for calculations supporting the % capacity consumed.

#### 4.1) Result / Conclusions

**The proposed mast pipe mount and connections have adequate capacity to support the proposed antenna and equipment installation as detailed in the following report.**

This structural analysis only includes evaluation of the antenna mounts and not the water tank. The tank is to be evaluated under a separate structural analysis by Tectonic.

Contractor shall field verify existing conditions and recommendations as noted on the construction drawings and notify the design engineer of any discrepancies prior to construction. Any further changes to the antenna and/or appurtenance configuration should be reviewed with respect to their effect on structural loads prior to implementation.

**APPENDIX A**  
**SOFTWARE INPUT CALCULATIONS**

## WIND AND ICE LOADS PER TIA-222-H

W.O.	10710.NJJER01152C, Rev 1
Project Name	NJJER01152C
Location	11 Filbert Rd, Norwalk, CT 06851
County	Fairfield

Tower Type	WT	Water Tank
Structure Height	127.5	ft
Supporting Str Height	0	ft Or ground mounted
Risk Category	III	Substantial risk
Exposure Category	C	Open terrain
Topo Category	1	Flat or rolling terrain
Height of crest	0	ft
Mean elevation (zs)	119.46	ft

Basic Wind Speed (3-sec gust):		
Without ice	130	mph
With ice	50	mph
Maintenance Wind	30	mph
Ice thickness	1.00	in

Importance Factor		
Ice thickness	1.15	
Earthquake	1.25	
Supporting Data:		
K <sub>s</sub>	1.00	
K <sub>e</sub>	1.00	
K <sub>c</sub>	1.00	
K <sub>t</sub>	N/A	
f	N/A	
Z <sub>g</sub>	900	
α	9.5	
K <sub>z,min</sub>	0.85	
K <sub>d</sub>	0.95	
G <sub>h</sub>	1.00	

Height	z (ft)	114
	Kh	N/A
	Kzt	1.00
	Kz	1.30
	Kiz	1.13
Wind Pressure, qz (psf)	No Ice	53.24
	With Ice	7.88
	Maintenance	2.84
(tiz)	Ice Thk	1.41
Appurtenances (qzGh)	No Ice	53.24
	With Ice	7.88
	Maintenance	2.84

## Equipment Information

Shielding factor, Ka															Section 16.6		
WIND WITHOUT ICE																	
Antenna Configuration	(E) or (P)	Qty	z (ft)	Length or Diameter (ft)	Width (in)	Depth (in)	Flat or Cylindrical?	Antenna (Ca)N	Antenna (Ca)T	Face Normal (Aa)N (ft²)	Windward Face Normal (CaAa)N (ft²)	Side Face (Aa)T (ft²)	Wind ward Side Face (CaAa)T (ft²)	Normal Antenna Wind Load Each (lb)	Transverse Antenna Wind Load Each (lb)	Antenna Weight (lb)	Total Weight (lb)
FFV-65B-R2	P	3	114	6.00	19.61	7.76	Flat	1.25	1.48	9.80	33.12	3.88	15.45	58.8	274	71.9	215.6
RF4501-71A	P	3	114	1.38	15.00	11.02	Flat	1.20	1.20	1.72	5.57	1.26	4.09	99	73	94.6	283.7
RF4451D-70A	P	3	114	1.25	15.00	8.90	Flat	1.20	1.20	1.56	5.06	0.93	3.00	90	53	61.3	183.9
RDIDC-9181-PF-48	P	3	114	1.58	14.39	8.15	Flat	1.20	1.20	1.90	6.15	1.07	3.48	109	62	21.8	65.5
										Σ(CaAa)N: 49.90		Σ(CaAa)T: 26.02					

WIND WITH ICE																	
Ice Thk = 1.41 in																	
Antenna Configuration	(E) or (P)	Qty	z (ft)	Length or Diameter (ft)	Width (in)	Depth (in)	Flat or Cylindrical?	Antenna (Ca) <sub>N</sub>	Antenna (Ca) <sub>T</sub>	Face Normal (A <sub>A</sub> ) <sub>N</sub> (ft <sup>2</sup> )	Windward Face Normal (CaA <sub>A</sub> ) <sub>N</sub>	Side Face (A <sub>A</sub> ) <sub>T</sub> (ft <sup>2</sup> )	Windward Side Face (CaA <sub>A</sub> ) <sub>T</sub>	Normal Antenna Wind Load Each (lb)	Transverse Antenna Wind Load Each (lb)	Ice Area for Weight (ft <sup>2</sup> )	Ice Weight Alone (lbs)
FFV-65B-R2	P	3	114	6.23	22.44	10.59	Cylindrical	0.72	0.72	11.65	22.61	5.50	10.67	59	28	27.4	180.6
RF4450T-71A	P	3	114	1.61	17.83	13.85	Cylindrical	0.7	0.7	2.39	4.52	1.86	3.51	12	9	6.0	39.4
RF4451D-70A	P	3	114	1.49	17.83	11.73	Cylindrical	0.7	0.7	2.21	4.17	1.45	2.75	11	7	5.0	32.9
RDIDC-9181-PF-48	P	3	114	1.82	17.22	10.98	Cylindrical	0.7	0.7	2.61	4.93	1.66	3.14	13	8	5.9	39.2
									Σ(CaA) <sub>N</sub> = 36.23		Σ(CaA) <sub>T</sub> = 20.07						

MAINTENANCE WIND																
Antenna Configuration	(E) or (P)	Qty	z (ft)	Length or Diameter (ft)	Width (in)	Depth (in)	Flat or Cylindrical?	Antenna (Ca)N	Antenna (Ca)T	Face Normal (A <sub>N</sub> )N (ft <sup>2</sup> )	Windward Face Normal (C <sub>A</sub> A <sub>N</sub> )N (ft <sup>2</sup> )	Side Face (A <sub>S</sub> )T (ft <sup>2</sup> )	Windward Side Face (C <sub>A</sub> A <sub>S</sub> )T (ft <sup>2</sup> )	Normal Antenna Wind Load Each (lb)	Transverse Antenna Wind Load Each (lb)	
FFV-65B-R2	P	3	114	6.00	19.61	7.76	Flat	1.25	1.48	9.80	33.12	3.88	15.45	31	15	
RF4450T-71A	P	3	114	1.38	15.00	11.02	Flat	1.20	1.20	1.72	5.57	1.26	4.09	5	4	
RF4451D-70A	P	3	114	1.25	15.00	8.90	Flat	1.20	1.20	1.56	5.06	0.93	3.00	5	3	
RDIDC-9181-PF-48	P	3	114	1.58	14.39	8.15	Flat	1.20	1.20	1.90	6.15	1.07	3.48	6	3	
										Σ(CaA <sub>N</sub> )N	49.90	Σ(CaA <sub>S</sub> )T		26.02		



PRECISE. MULTIPLE CALCULATION STEPS.

Job No. 0710.NJ.JER01152C, Rev  
Sheet No. 3 of 4  
Calculated By IM Date: 10/31/23  
Checked By Date:

### Mounting System Information

Mount Center Line: 114 ft

Mount Part	Quantity	Length (ft)	Projected Width (in)	Depth (in)	Flat or Cylindrical?	Force Coefficient	Projected Area (ft <sup>2</sup> )	Wind Force (lbs/ft)	Reduction Factor = 0.9			Section 16.6	
									Ice Weight Area (ft <sup>2</sup> )	Ice Weight (lbs/ft)	Projected Area with Ice (ft <sup>2</sup> )	Wind Force Ice (lbs/ft)	Maintenance Wind Force (lbs/ft)
Face Horizontal - 2.5 STD	2	4.00	2.88	2.88	Cylindrical	1.2	3.62	13.8	10.53	5.0	7.19	4.0	1.5
Mount Pipe - 2.0 STD	3	6.00	2.38	2.38	Cylindrical	1.2	3.85	11.4	11.19	4.1	8.43	3.7	1.3
Mast Pipe - 4.0 STD	1	23.00	4.50	4.50	Cylindrical	1.2	9.32	21.6	27.08	7.8	15.17	5.2	1.9
Kickback - L4x3/8	2	8.00	4.00	4.00	Flat	2	9.60	31.9	21.33	8.8	16.39	8.1	2.9

### Seismic Check

#### Tower Information

Tower Type:	WT
Structure Height	127.5 ft
Supporting Structure Height	0 ft
Mount Height	114 ft

#### Geographic Information

City:	Norwalk
State:	Connecticut
County:	Fairfield
Latitude:	41.118626
Longitude:	73.396752

#### Seismic Information

Risk Category	III
Importance Factor	1.25
Site Soil Classification	D
$S_s$	0.238
$S_1$	0.056
$F_a$	1.6
$F_v$	2.4
$S_{DS}$	0.254
$S_{D1}$	0.090
R	2.00
$A_s$	3.00
$C_s$	0.16

TIA Table 2-10

<https://asce7hazardtool.online/>

(Table 2-11, Interpolation allowed)

(Table 2-12, Interpolation allowed)

Section 2.7.5

Section 16.7

Section 16.7 & 2.7.8

> 0.03

#### Equivalent Lateral Force Procedure

Equipment (Discrete Appurtenances)

Antenna Configuration	(E) or (P)	Qty	z (ft)	Antenna Weight (lb)	Shear $V_s = C_s * W$ (lbs)	Vert. Seismic load (Ev, lbs)	Horz. Seismic load (Eh, lbs)
FFVV-65B-R2	P	3	114	72	11	11	34
RF4450T-71A	P	3	114	95	15	14	45
RF4451D-70A	P	3	114	61	10	9	29
RDIDC-9181-PF-48	P	3	114	22	3	3	10

Mounting System (Discrete Appurtenances)

$E_v = 0.2 S_{DS} * D$	$0.0508 * D$	"D" is the dead weight of the mount members.
$E_h = \rho * Q_e$	$0.16 * W$	"W" total weight of structure above ground

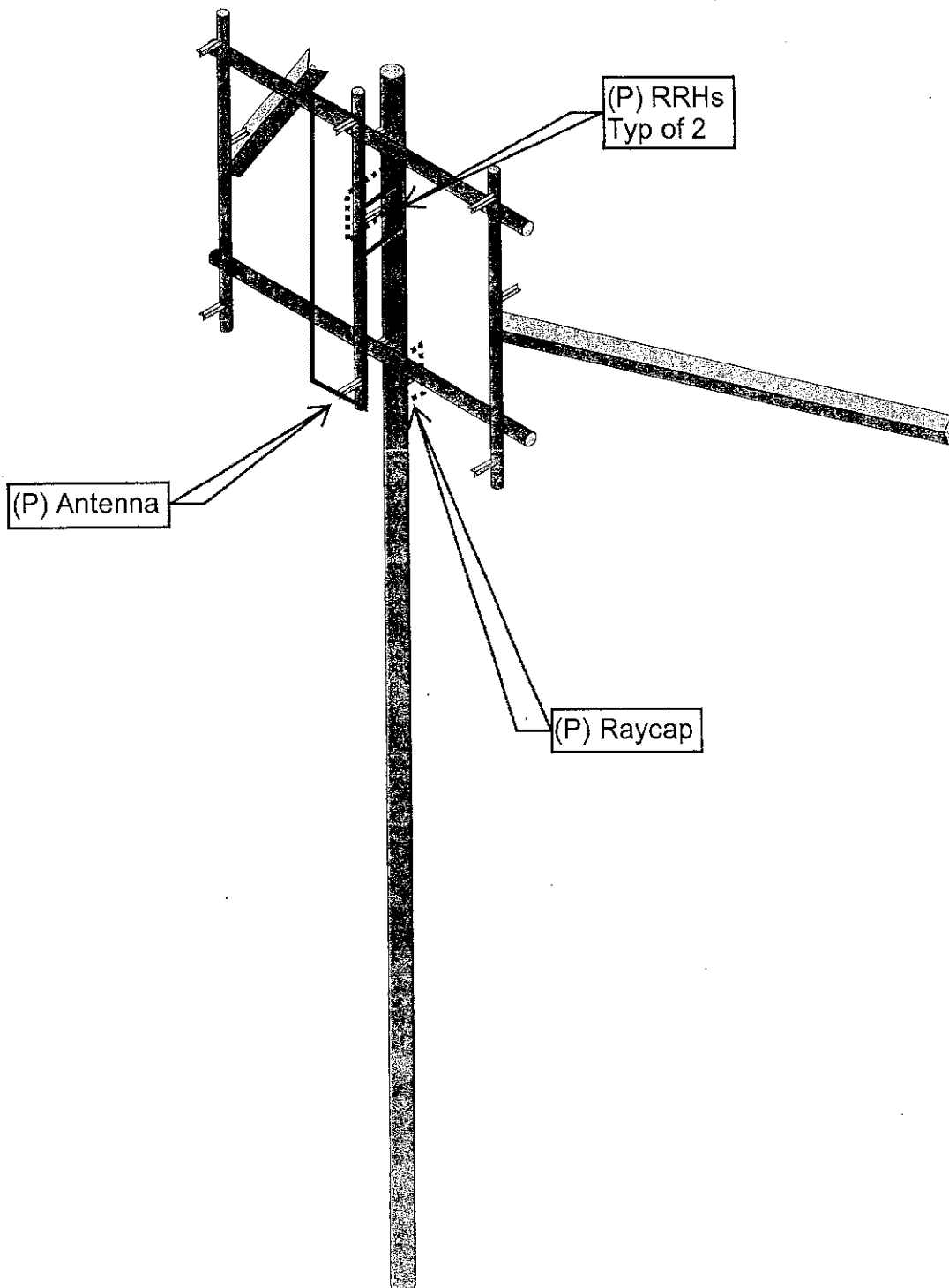
Notes:

1. Wind loads govern over Seismic loads

**APPENDIX B**  
**WIRE FRAME AND RENDERED MODELS**

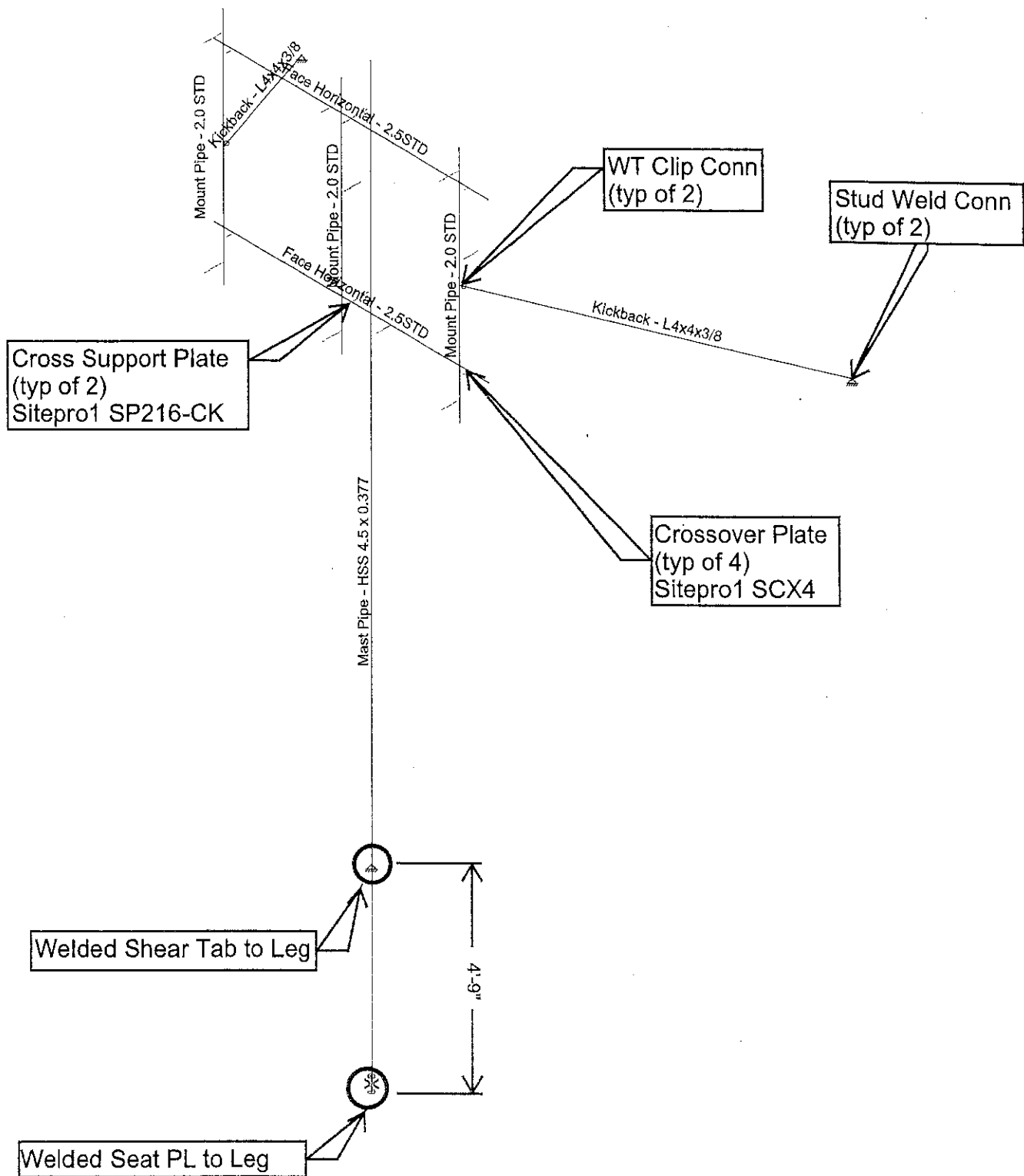


## PROPOSED ANTENNA CONFIGURATION





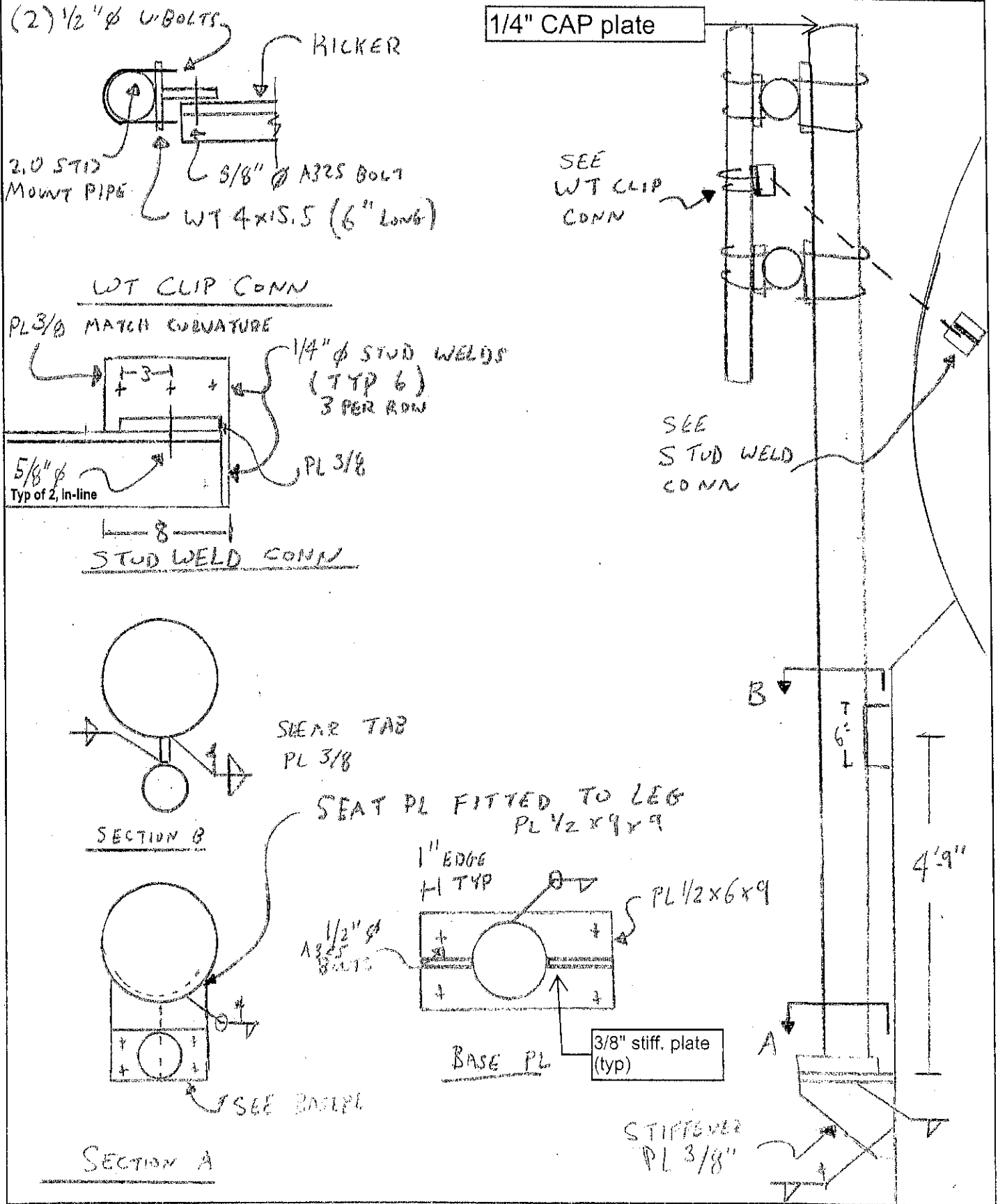
## PROPOSED MOUNT MEMBERS

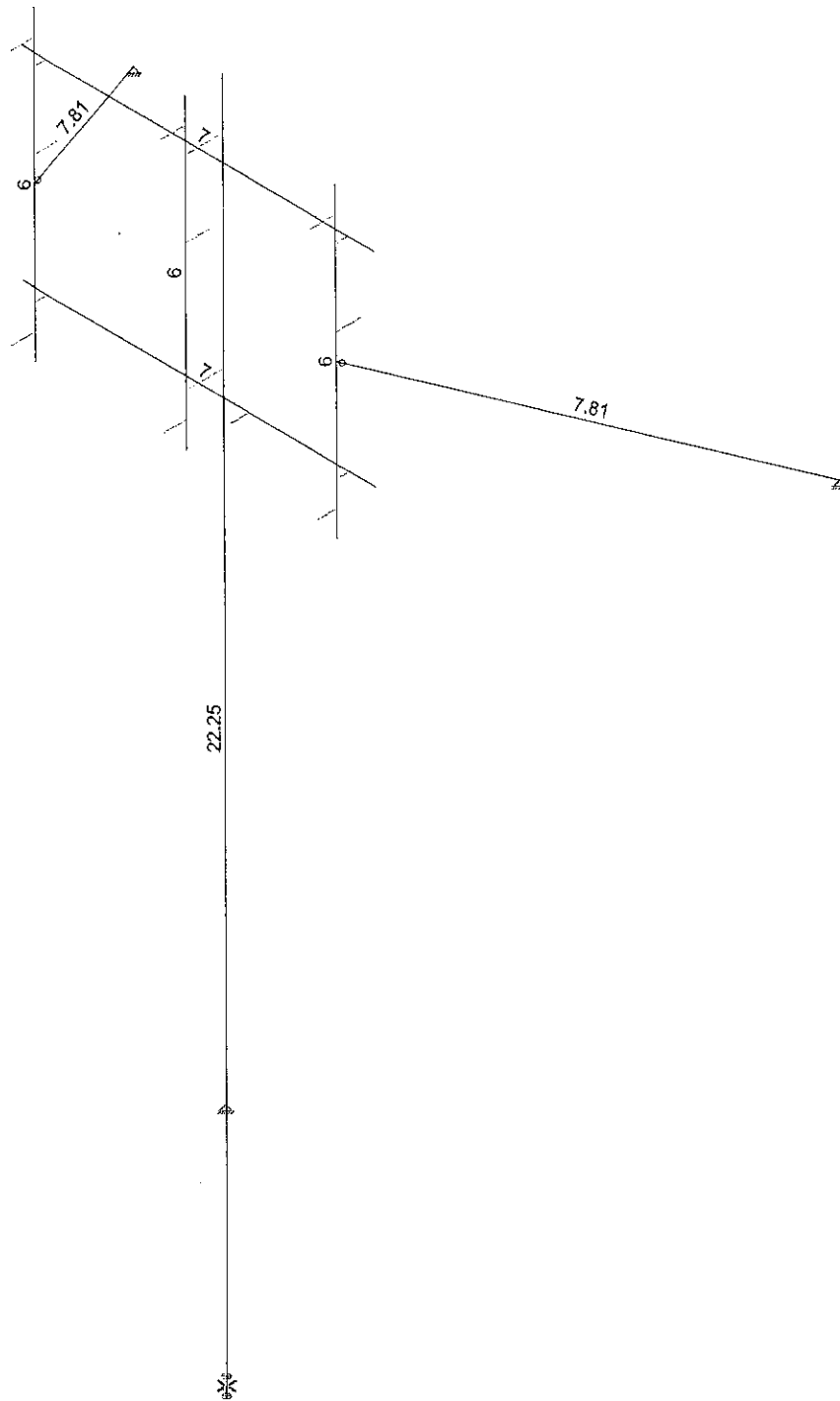


# Tectonic

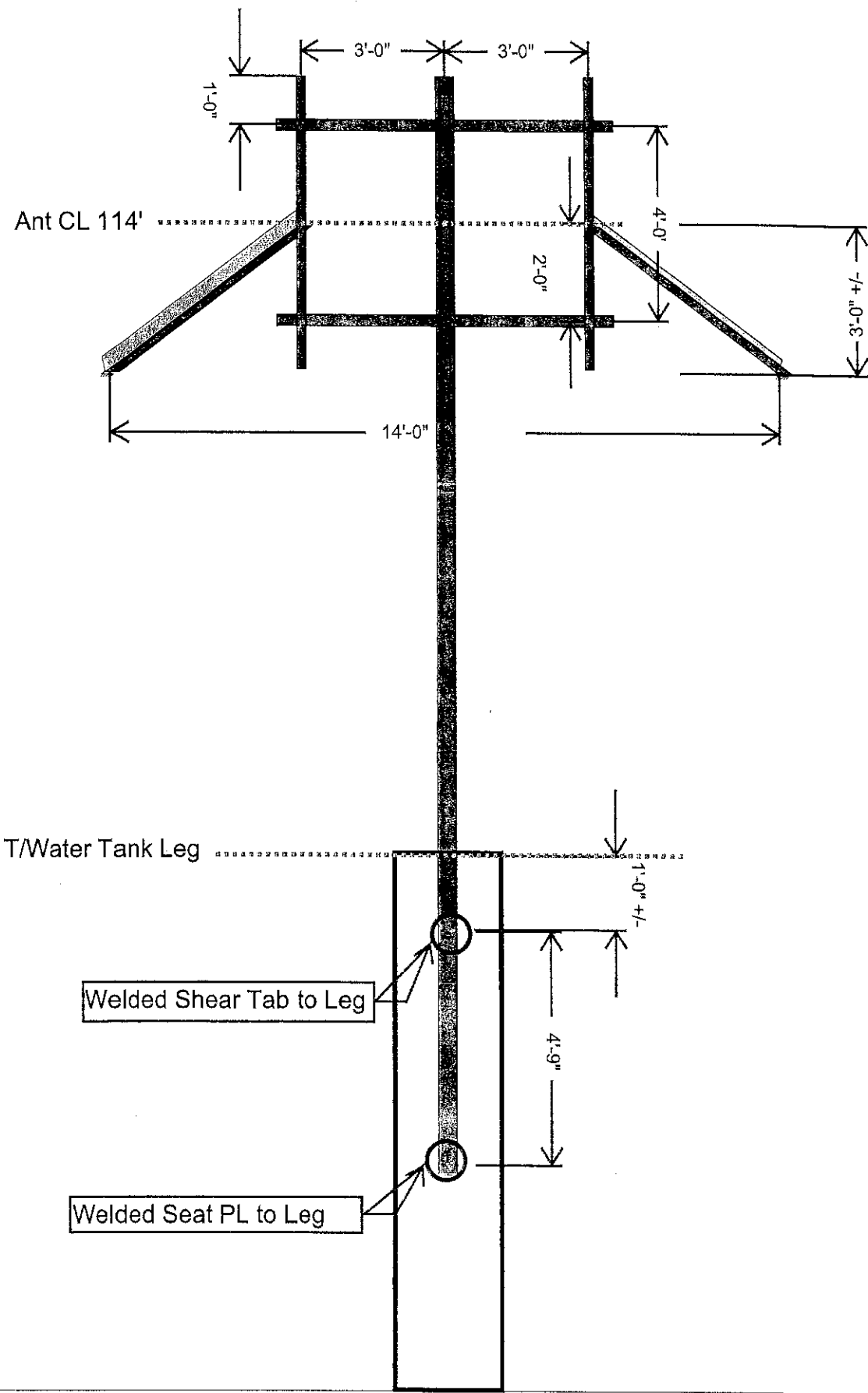
tectonicengineering.com  
(800) 829-6531

JOB 10710, NJSE R011S2 C  
SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
CALCULATED BY IM DATE 6/8/22  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

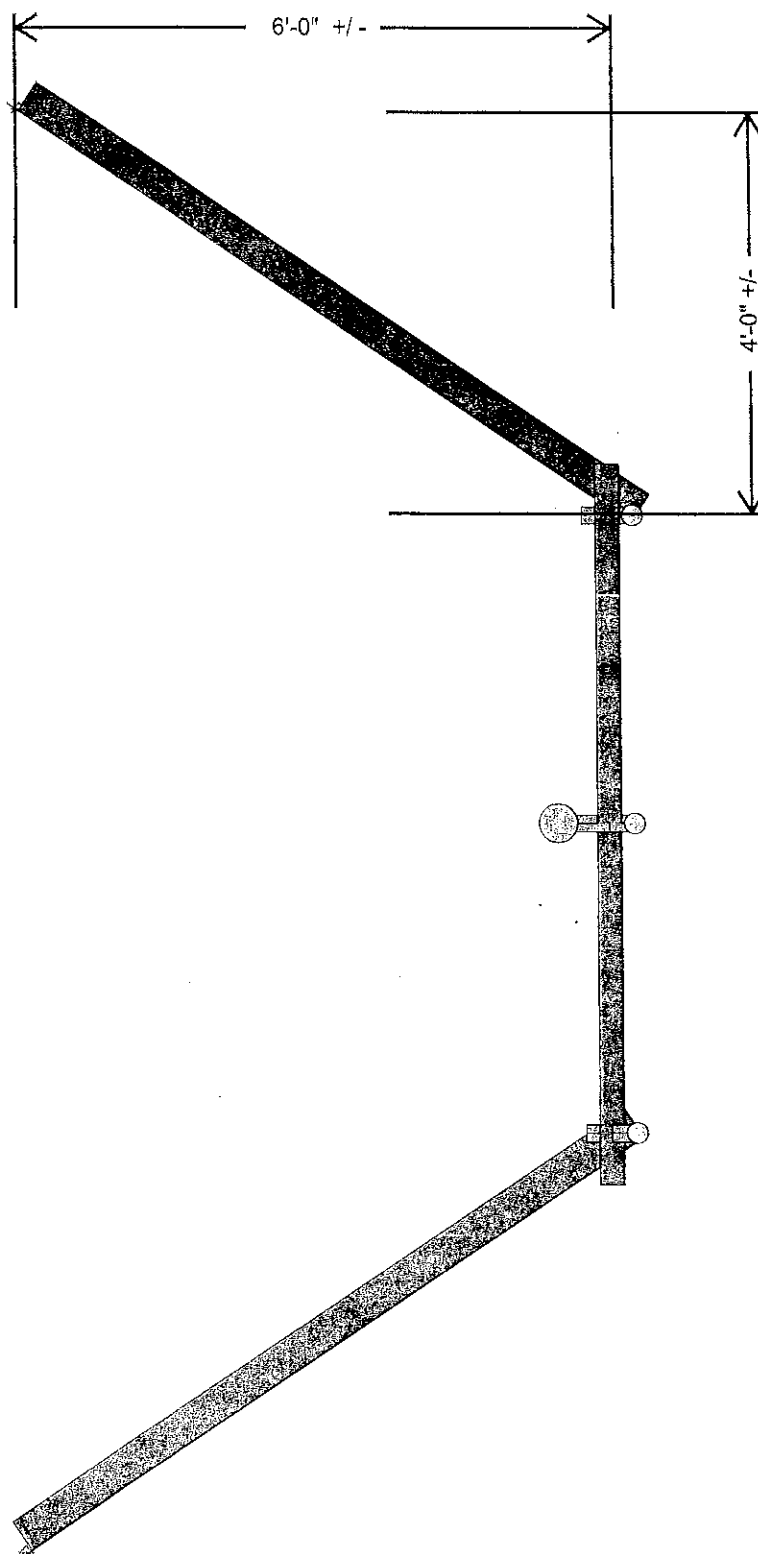




# FRONT VIEW

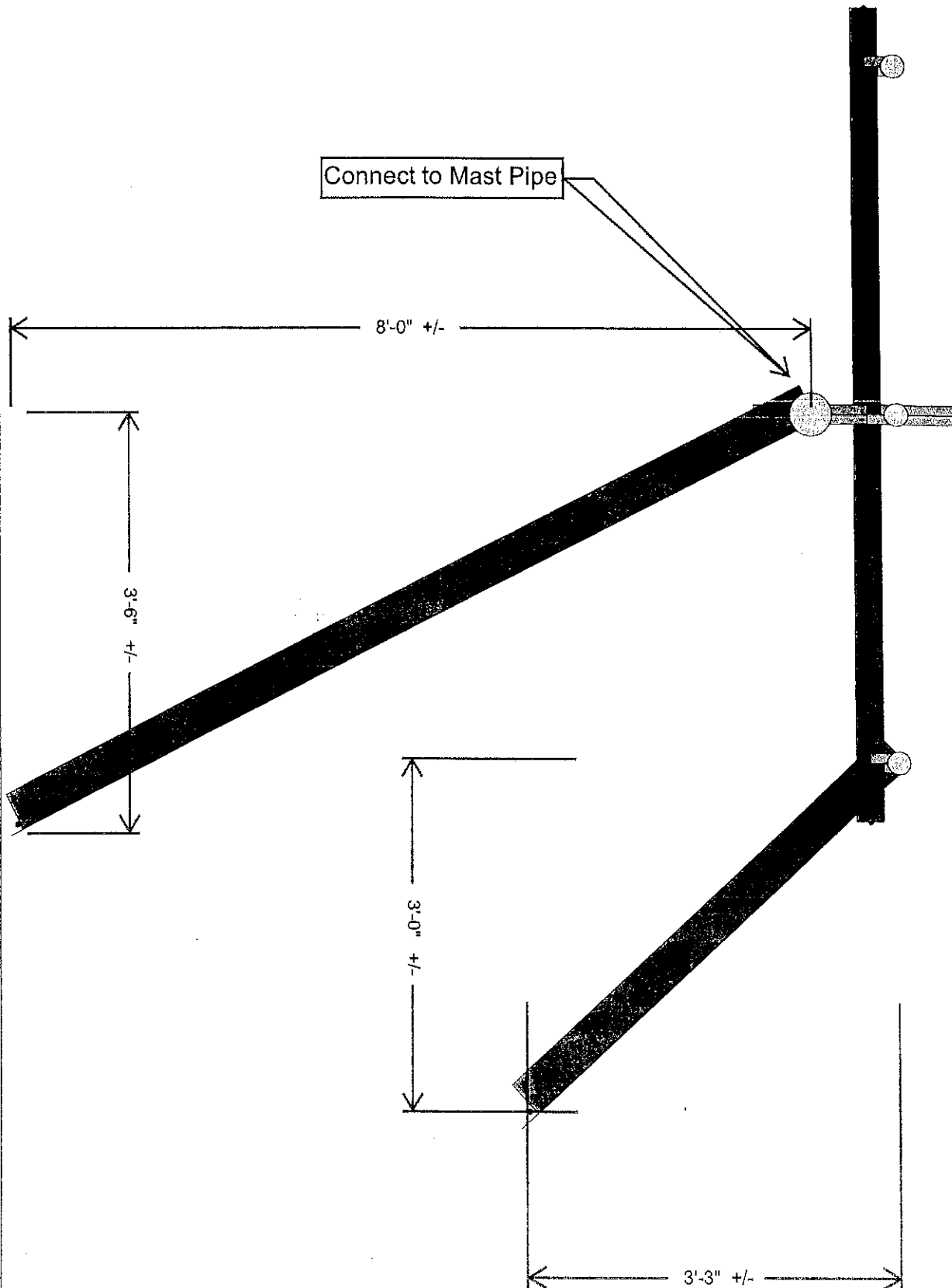


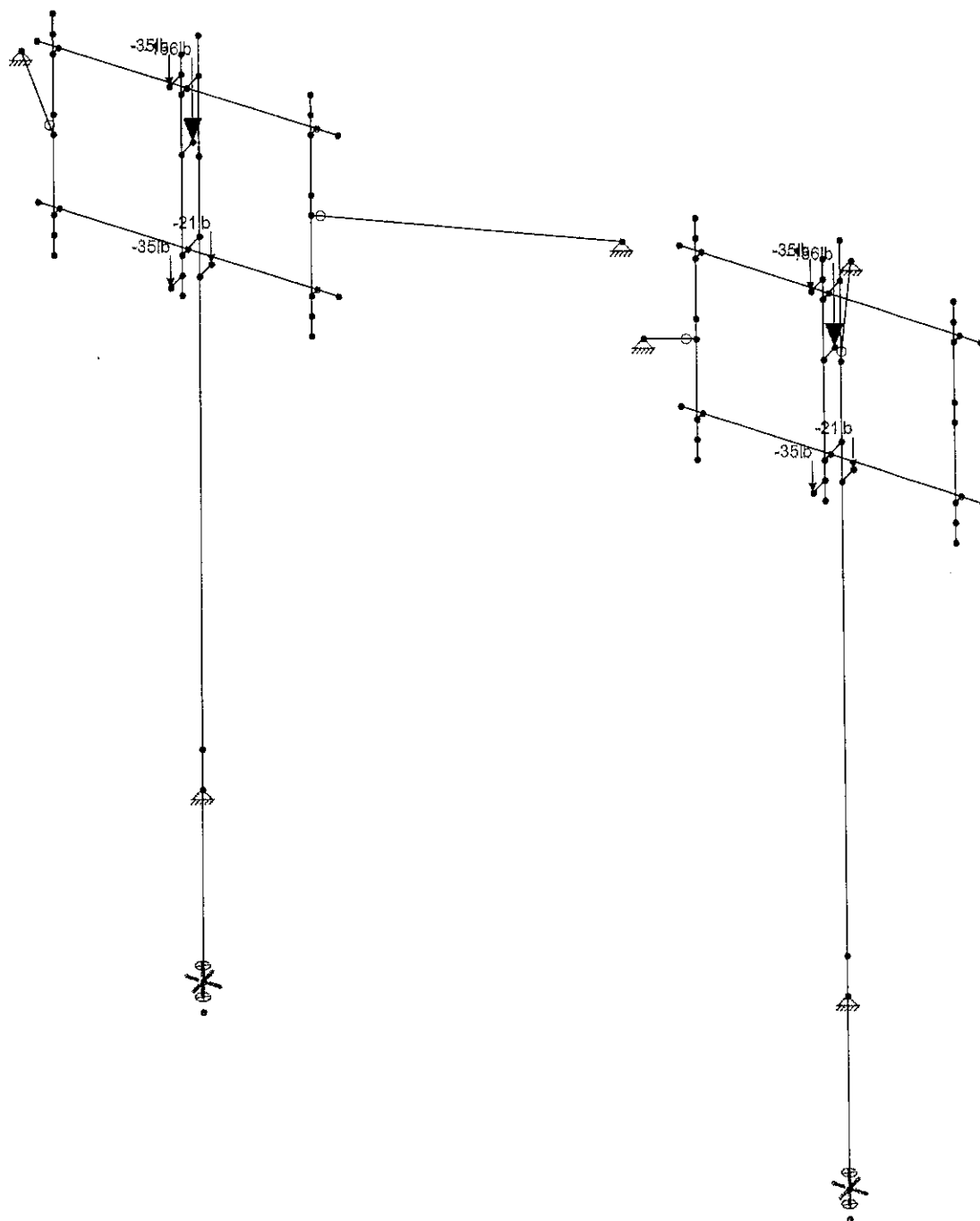
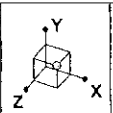
# PLAN VIEW ALPHA & BETA



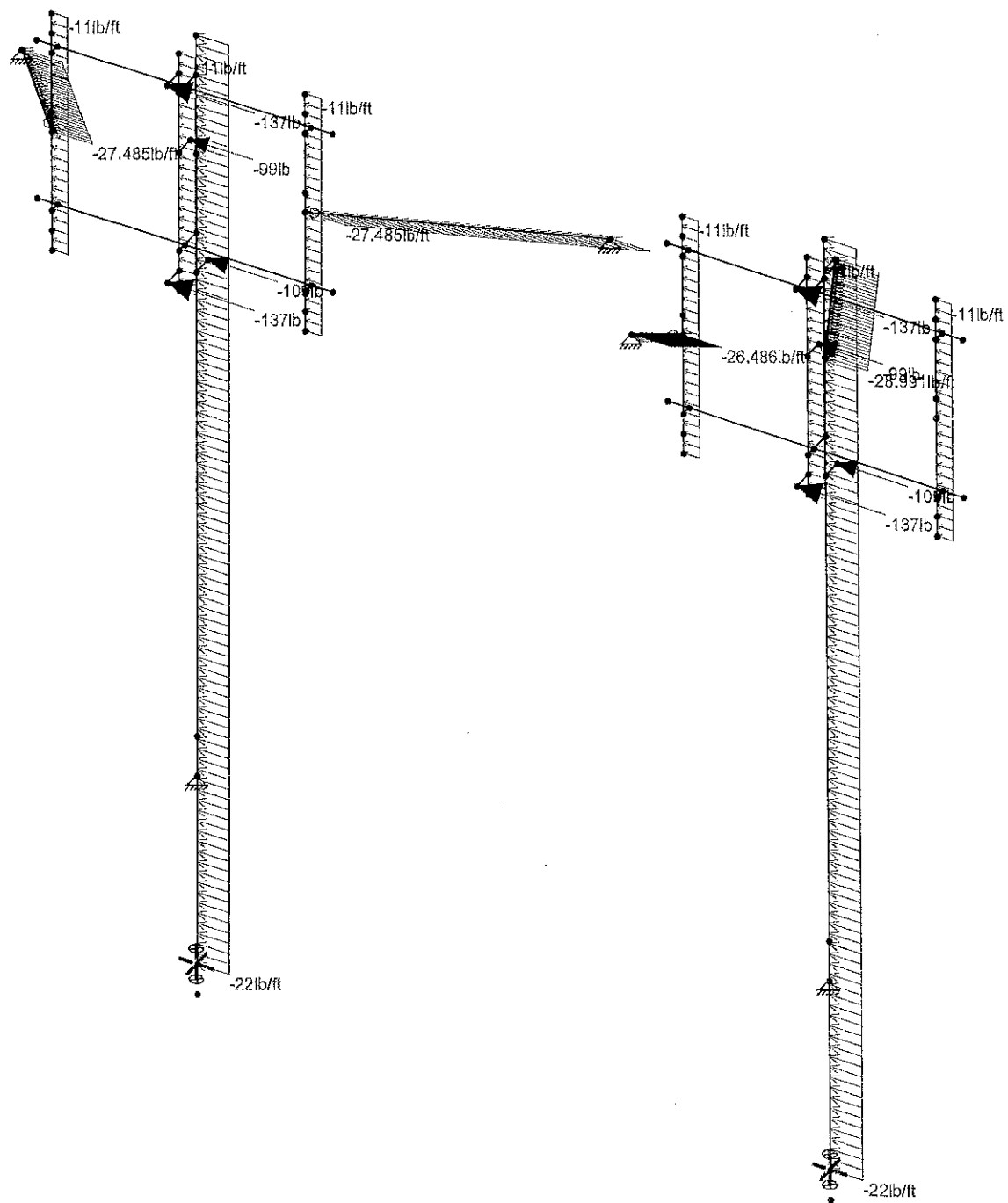
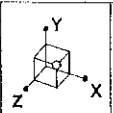


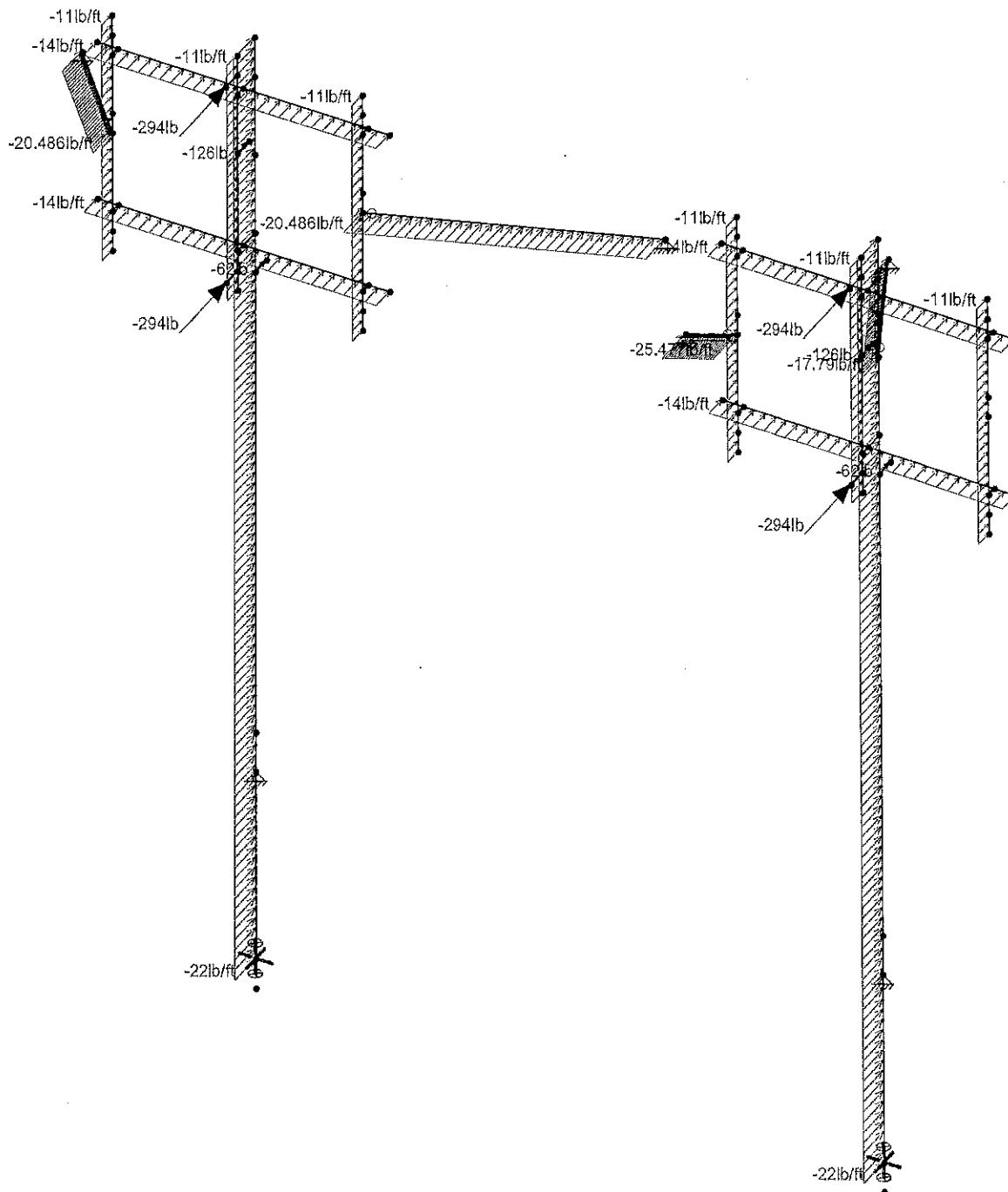
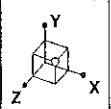
# PLAN VIEW GAMMA



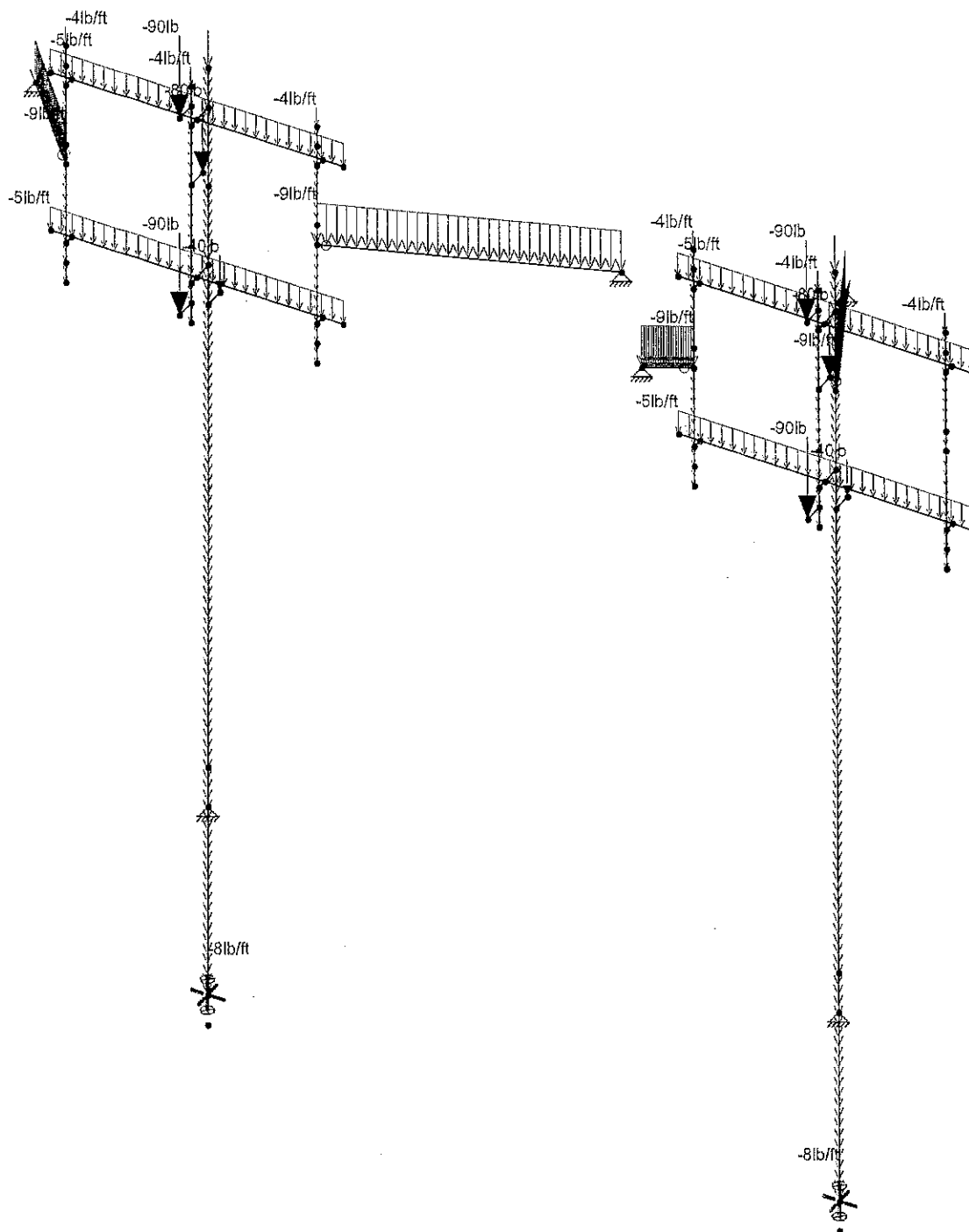
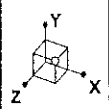


Loads: BLC 1, DL  
Envelope Only Solution

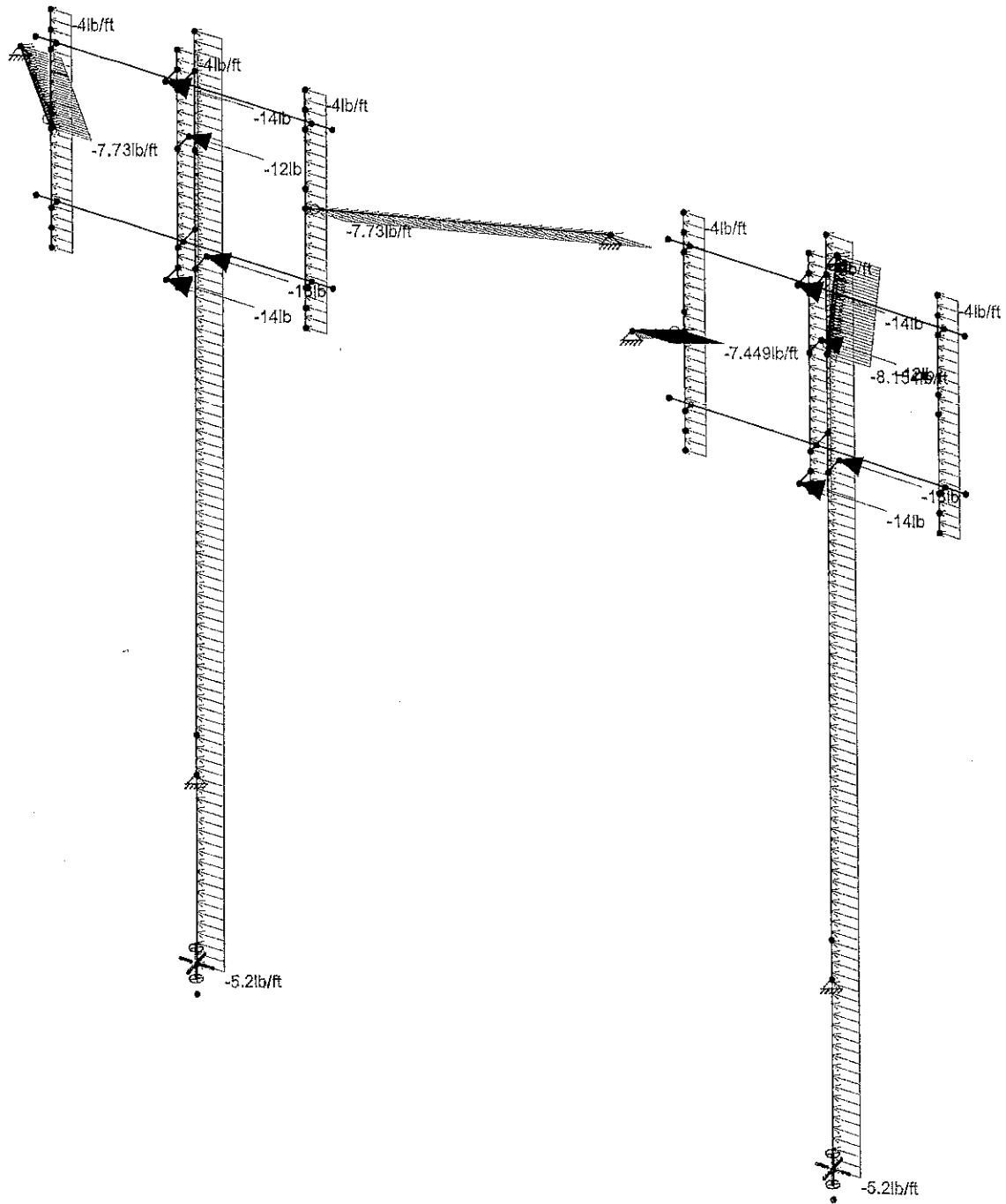
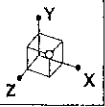


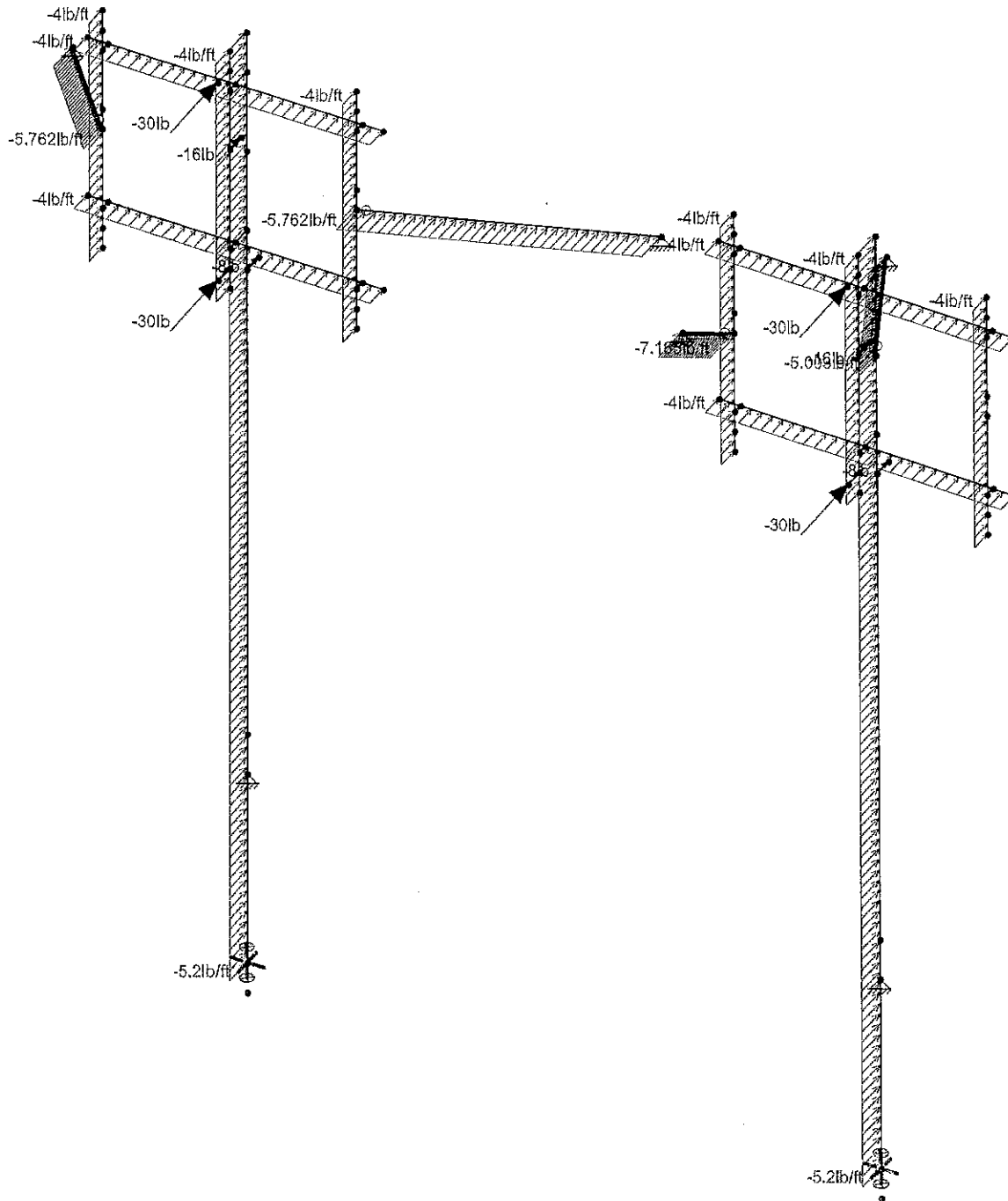
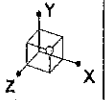


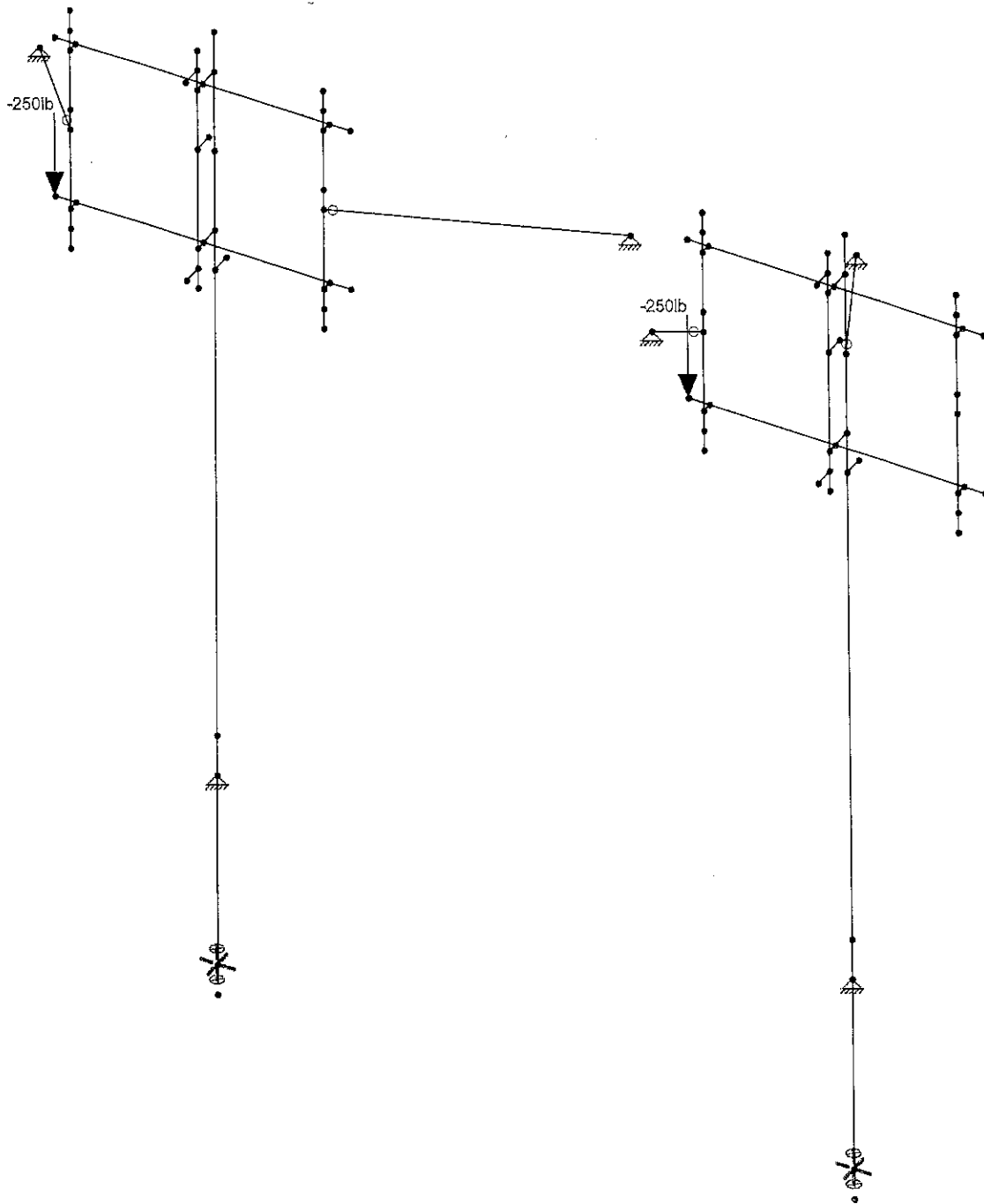
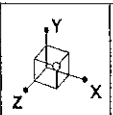
Loads: BLC 3, WLZ  
Envelope Only Solution



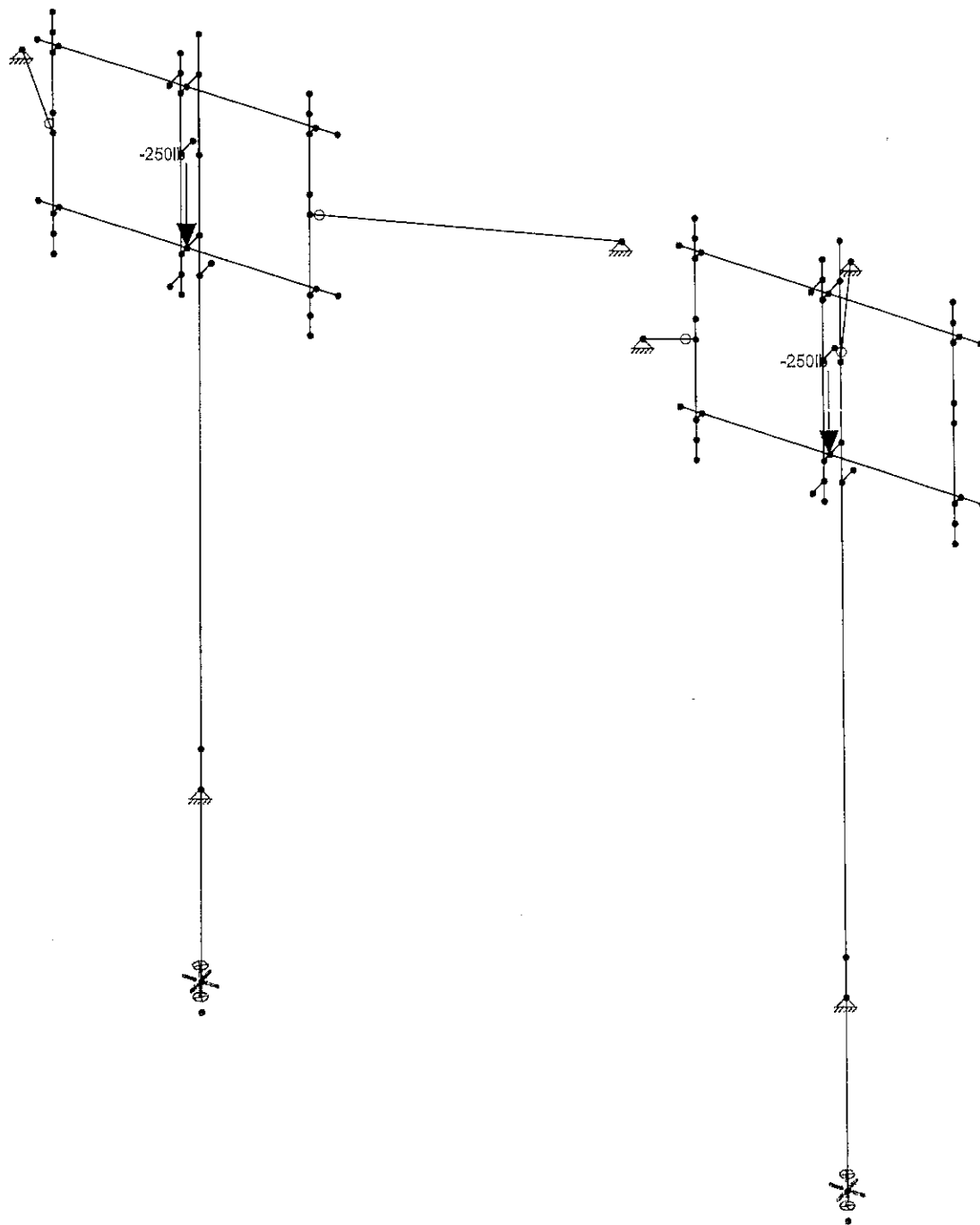
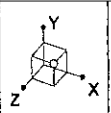
Loads: BLC 4, DLI  
Envelope Only Solution



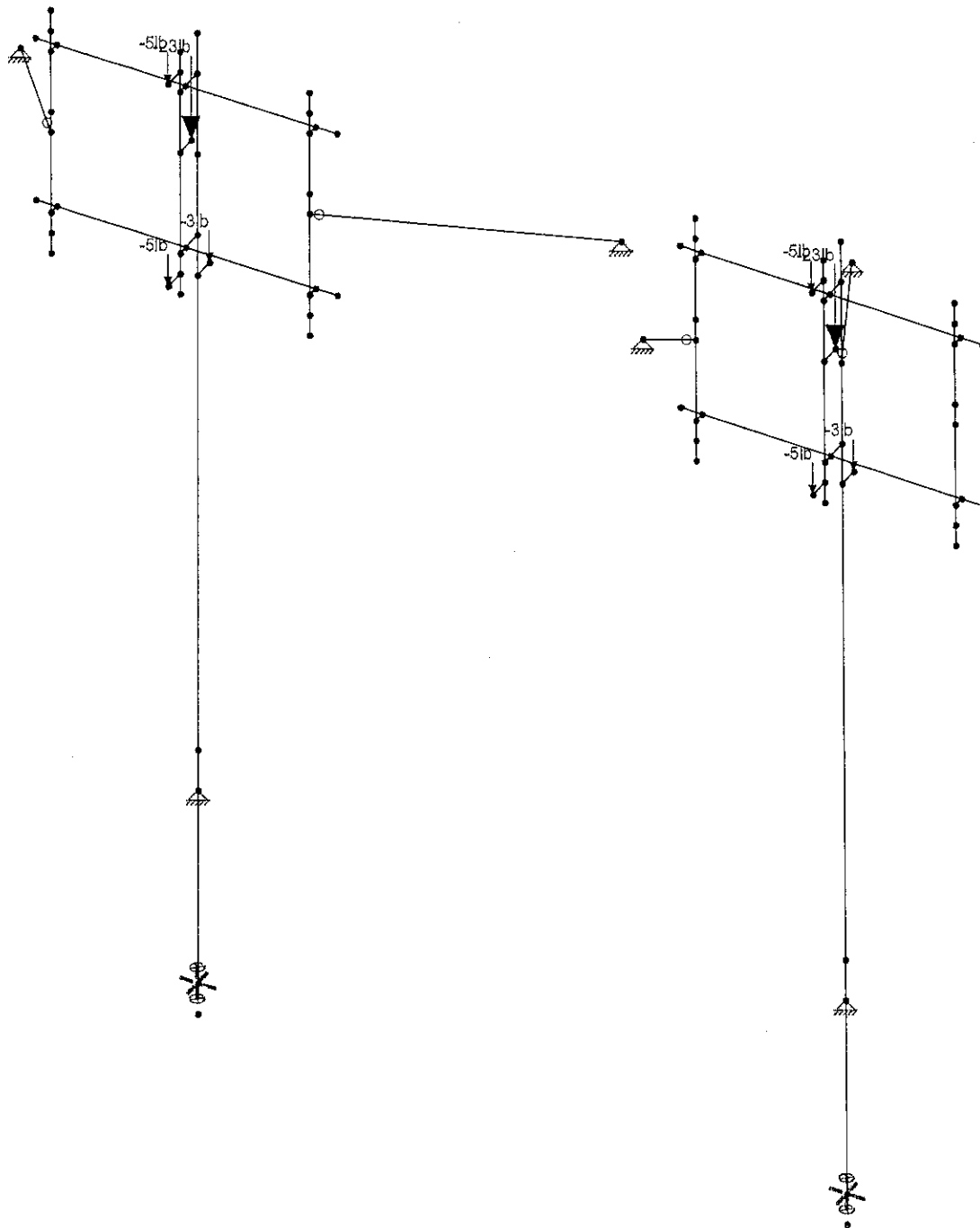
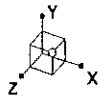


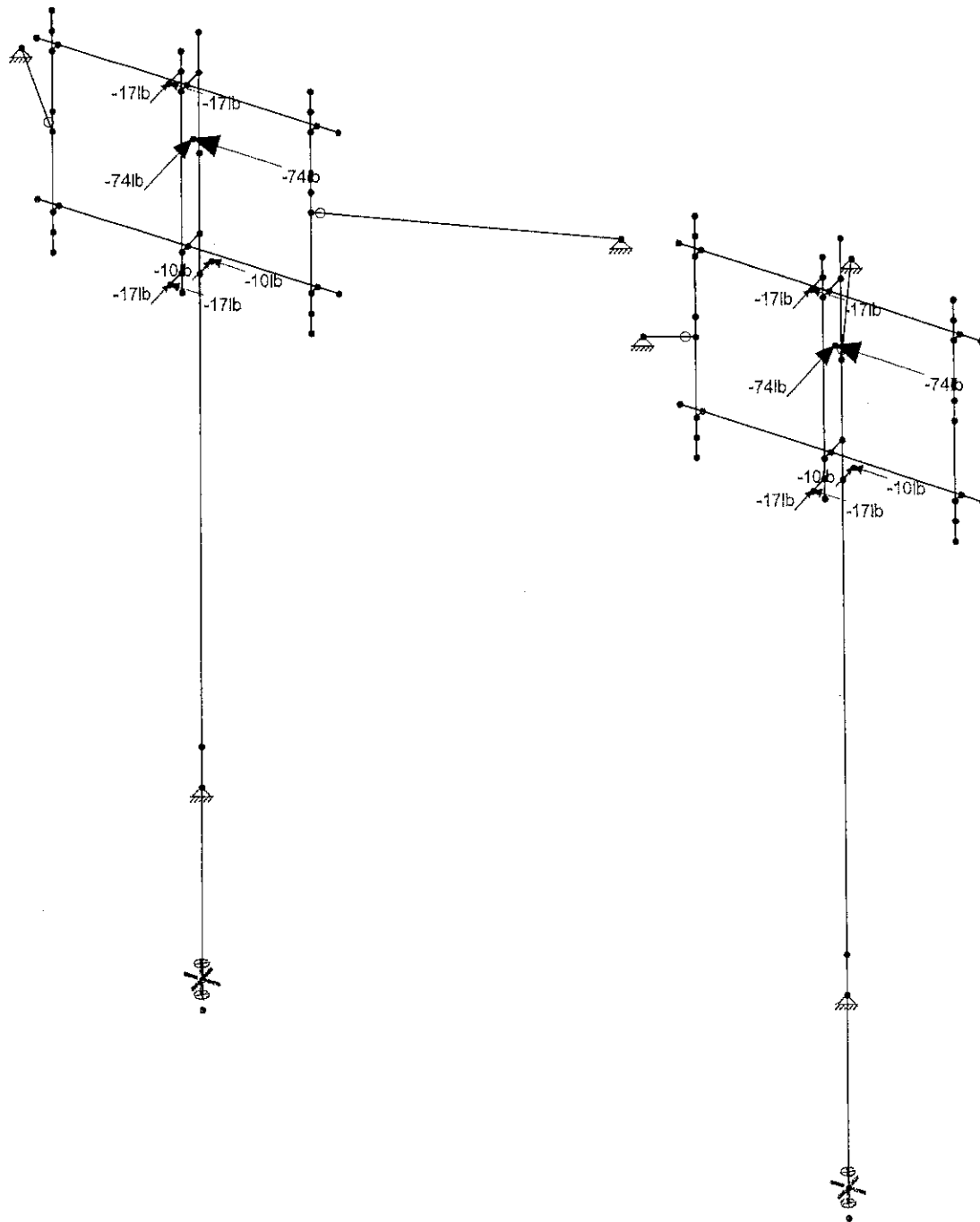
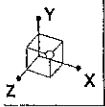


Loads: BLC 10, Lv1  
Envelope Only Solution

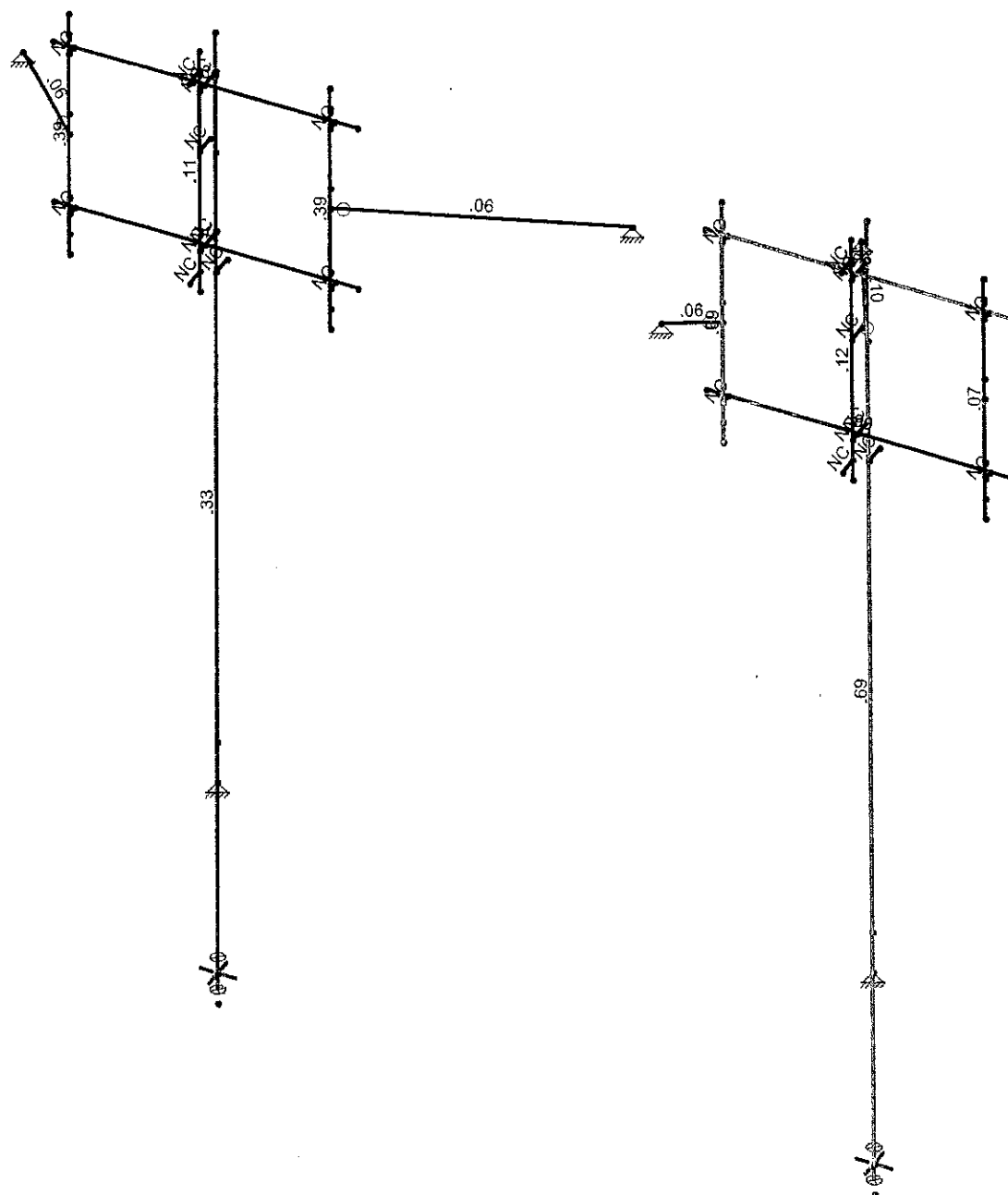
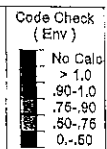
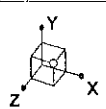


Loads: BLC 11, Lv2  
Envelope Only Solution





**APPENDIX C**  
**SOFTWARE ANALYSIS OUTPUT**



## Hot Rolled Steel Properties

	Label	E [ksi]	G [ksi]	Nu	Therm (1/E5 F)	Density[k/...	Yield[ksi]	Ry	Fu[ksi]	Rt
1	A992	29000	11154	.3	.65	.49	50	1.1	65	1.1
2	A36 Gr.36	29000	11154	.3	.65	.49	36	1.5	58	1.2
3	A572 Gr.50	29000	11154	.3	.65	.49	50	1.1	65	1.1
4	A500 Gr.B RND	29000	11154	.3	.65	.527	42	1.4	58	1.3
5	A500 Gr.B Rect	29000	11154	.3	.65	.527	46	1.4	58	1.3
6	A53 Gr.B	29000	11154	.3	.65	.49	35	1.6	60	1.2
7	A1085	29000	11154	.3	.65	.49	50	1.4	65	1.3

## Hot Rolled Steel Section Sets

	Label	Shape	Type	Design List	Material	Design...A [In2]	Iyy [In...]	Izz [In...]	J [In4]	
1	Face Horizontal - 2.5STD	PIPE 2.5	Beam	Pipe	A53 Gr.B	Typical	1.61	1.45	1.45	2.89
2	Mount Pipe - 2.0 STD	PIPE 2.0	Column	Pipe	A53 Gr.B	Typical	1.02	.627	.627	1.25
3	Mast Pipe - HSS 4.5 x 0.377	HSS4.500X0.377	Column	Pipe	A500 Gr.B R...	Typical	4.12	9.07	9.07	18.1
4	Kickback - L4x4x3/8	L4X4X6	Beam	Single Angle	A36 Gr.36	Typical	2.86	4.32	4.32	14.1

## Basic Load Cases

	BLC Description	Category	X Gra...	Y Gra...	Z Grav...	Joint Point Distri...	Area(Me...	Surface(Plate/...
1	DL	DL		-1.05		10		
2	WLX	WLX				10	16	
3	WLZ	WLZ				10	16	
4	DLi	OL1				10	16	
5	WLXi	WLX				10	16	
6	WLZi	WLZ				10	16	
7	WLX (MAINT)	WL+X						
8	WLZ (MAINT)	WL+Z						
9	Lm1	OL1						
10	Lv1	OL5				2		
11	Lv2	OL6				2		
12	ELv	ELY		.051		10		
13	ELh	ELZ	-.16		-.16	20		

## Load Combinations

	Description	So...	PDelta	SRSS	BLC Fa...	BLC	Factor	BLC Factor B...	Fact...B...	Fa...B...	Fa...B...	Fa...B...	Fa...
1	**LRFD**	Y											
2	1.4D	Yes	Y		1	1.4							
3	1.2D+(WLX+WLZ) - 0 Deg	Yes	Y		1	1.2	2	1	3				
4	1.2D+(WLX+WLZ) - 30 Deg	Yes	Y		1	1.2	2	.866	3	.5			
5	1.2D+(WLX+WLZ) - 60 Deg	Yes	Y		1	1.2	2	.5	3	.866			
6	1.2D+(WLX+WLZ) - 90 Deg	Yes	Y		1	1.2	2		3	1			
7	1.2D+(WLX+WLZ) - 120 Deg	Yes	Y		1	1.2	2	-.5	3	.866			
8	1.2D+(WLX+WLZ) - 150 Deg	Yes	Y		1	1.2	2	-.866	3	.5			
9	1.2D+(WLX+WLZ) - 180 Deg	Yes	Y		1	1.2	2	-1	3				
10	1.2D+(WLX+WLZ) - 210 Deg	Yes	Y		1	1.2	2	-.866	3	-.5			
11	1.2D+(WLX+WLZ) - 240 Deg	Yes	Y		1	1.2	2	-.5	3	-.866			
12	1.2D+(WLX+WLZ) - 270 Deg	Yes	Y		1	1.2	2		3	-1			
13	1.2D+(WLX+WLZ) - 300 Deg	Yes	Y		1	1.2	2	.5	3	-.866			
14	1.2D+(WLX+WLZ) - 330 Deg	Yes	Y		1	1.2	2	.866	3	-.5			
15	**Wind Load with Ice**	Y											
16	1.2D+1.0Di+1.0(WLXi+WLZi) - 0 ...	Yes	Y		1	1.2	4	1	5	1	6		
17	1.2D+1.0Di+1.0(WLXi+WLZi) - 3...	Yes	Y		1	1.2	4	1	5	.866	6	.5	
18	1.2D+1.0Di+1.0(WLXi+WLZi) - 6...	Yes	Y		1	1.2	4	1	5	.5	6	.866	



Company : Tectonic Engineering  
 Designer : Ian Marinaccio  
 Job Number : 10710.NJER01152C, Rev 1  
 Model Name : PROPOSED ANTENNA MOUNT

Checked By: \_\_\_\_\_

### Load Combinations (Continued)

	Description	So...	P	Delta	SRSS	BLC	Factor	BLC	Factor	B...	Fact...	B...	Fa...	B...	Fa...	B...	Fa...	B...	Fa...	B...
19	1.2D+1.0Di+1.0(WLXi+WLZi) - 9...	Yes	Y			1	1.2	4	1	5		6	1							
20	1.2D+1.0Di+1.0(WLXi+WLZi) - 1...	Yes	Y			1	1.2	4	1	5	-5	6	.866							
21	1.2D+1.0Di+1.0(WLXi+WLZi) - 1...	Yes	Y			1	1.2	4	1	5	-866	6	.5							
22	1.2D+1.0Di+1.0(WLXi+WLZi) - 1...	Yes	Y			1	1.2	4	1	5	-1	6								
23	1.2D+1.0Di+1.0(WLXi+WLZi) - 2...	Yes	Y			1	1.2	4	1	5	-866	6	-5							
24	1.2D+1.0Di+1.0(WLXi+WLZi) - 2...	Yes	Y			1	1.2	4	1	5	-5	6	.866							
25	1.2D+1.0Di+1.0(WLXi+WLZi) - 2...	Yes	Y			1	1.2	4	1	5		6	-1							
26	1.2D+1.0Di+1.0(WLXi+WLZi) - 3...	Yes	Y			1	1.2	4	1	5	.5	6	.866							
27	1.2D+1.0Di+1.0(WLXi+WLZi) - 3...	Yes	Y			1	1.2	4	1	5	.866	6	-5							
28	**Maintenance Load** Location 1		Y																	
29	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	1	8								
30	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	.87	8	.5							
31	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	.5	8	.87							
32	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7		8	1							
33	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	-5	8	.87							
34	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	-.87	8	.5							
35	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	-1	8								
36	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	-.87	8	-.5							
37	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	-.5	8	-.87							
38	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7		8	-1							
39	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	.5	8	-.87							
40	1.2D+1.5Lm1+1.0(WLX+WLZ, S...		Y			1	1.2	9	1.5	7	.87	8	-.5							
41	***Man Vertical Load***		Y																	
42	1.2D+1.5Lv1	Yes	Y			1	1.2	10	1.5											
43	1.2D+1.5Lv2	Yes	Y			1	1.2	11	1.5											
44	**Seismic Load**		Y																	
45	1.2D+ELv+ELh	Yes	Y			1	1.2	12	1	13	1									

### Envelope Joint Reactions

	Joint		X [lb]	LC	Y [lb]	LC	Z [lb]	LC	MX [k-ft]	LC	MY [k-ft]	LC	MZ [k-ft]	LC
1	N2	max	2805.107	14	1762.03	23	1191.209	7	0	45	0	45	0	45
2		min	-2314.971	8	312.899	4	-1282.026	13	0	2	0	2	0	2
3	N6	max	1424.731	8	64.121	27	835.041	14	0	45	3.559	8	0	45
4		min	-1798.705	14	43.295	45	-677.448	7	0	2	-5.169	14	0	2
5	N33	max	1102.16	14	1220.365	14	1504.009	14	0	45	0	45	0	45
6		min	-1274.354	8	-1091.605	8	-1006.847	8	0	2	0	2	0	2
7	N34	max	1119.603	7	958.87	7	2100.809	7	0	45	0	45	0	45
8		min	-979.042	12	-951.834	13	-2456.636	13	0	2	0	2	0	2
9	N56	max	1529.772	3	1836.104	25	416.125	6	0	45	0	45	0	45
10		min	-1529.775	9	198.908	6	-316.662	12	0	2	0	2	0	2
11	N60	max	867.996	9	64.121	27	62.875	12	0	45	3.292	9	0	45
12		min	-867.993	3	43.295	45	-105.849	6	0	2	-3.292	3	0	2
13	N87	max	669.702	5	518.763	5	1030.17	5	0	45	0	45	0	45
14		min	-713.027	11	-438.195	11	-1027.253	11	0	2	0	2	0	2
15	N88	max	713.028	13	518.767	7	1030.196	7	0	45	0	45	0	45
16		min	-669.7	7	-438.198	13	-1027.267	13	0	2	0	2	0	2
17	Totals:	max	3205.44	3	3718.551	25	3978.132	6						
18		min	-3205.417	9	2195.206	6	-3978.177	12						

### Envelope AISC 15th(360-16): LRFD Steel Code Checks

Member	Shape	Code Ch.	Loc [ft]	LC	Shear C...	Loc [ft]	Dir	LC	phi*Pnc [lb]	phi*Pnt	phi*Mn y-y [k...]	phi*M...	Egn
1	M5	PIPE 2.5	.901	3.5	14	.244	3.5	14	33961.614	50715	3.596	3.596...	H1-1b
2	M4	PIPE 2.5	.719	3.5	14	.188	3.5	14	33961.814	50715	3.596	3.596...	H1-1b
3	M24A	PIPE 2.0	.691	3	14	.137	2.5	14	20866.733	32130	1.872	1.872...	H1-1b



Company : Tectonic Engineering  
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 Job Number : 10710.NJJER01152C, Rev 1  
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Checked By: \_\_\_\_\_

### Envelope AISC 15th(360-16): LRFD Steel Code Checks (Continued)

	Member	Shape	Code	Ch.	Loc[ft]	LC	Shear C...	Loc[...	Dir	LC	phi*Pnc [lb]	phi*Pnt ...	phi*Mn y-y [k...	phi*M....	Egn
4	M1	HSS4.500X0.337	.686	4.896	14	.384	4.651			14	25766.114	155736	17.325	17.325	H3-6
5	M31	PIPE 2.5	.421	3.5	14	.127	6.49			8	33961.614	50715	3.596	3.596	H1-1b
6	M51	PIPE 2.0	.391	3	13	.070	3			13	20866.733	32130	1.872	1.872	H1-1b
7	M50	PIPE 2.0	.391	3	11	.070	3			11	20866.733	32130	1.872	1.872	H1-1b
8	M30	PIPE 2.5	.355	3.5	13	.115	6.49			13	33961.614	50715	3.596	3.596	H1-1b
9	M27A	HSS4.500X0.337	.331	4.896	9	.237	4.651			9	25766.114	155736	17.325	17.325	H3-6
10	M14	PIPE 2.0	.121	.5	13	.113	.5			14	20866.733	32130	1.872	1.872	H1-1b
11	M38	PIPE 2.0	.115	1	12	.077	.5			9	20866.733	32130	1.872	1.872	H1-1b
12	M18	L4X4X6	.101	4.25	7	.004	8.326		z	14	38976.223	92664	4.398	8.549	H2-1
13	M25A	PIPE 2.0	.073	.5	14	.035	1			14	20866.733	32130	1.872	1.872	H1-1b
14	M39	L4X4X6	.062	3.986	3	.003	0		z	14	43248.126	92664	4.398	8.678	H2-1
15	M40	L4X4X6	.061	3.905	3	.003	0		z	10	43248.126	92664	4.398	8.678	H2-1
16	M17	L4X4X6	.057	2.711	14	.002	0		z	14	65135.384	92664	4.398	9.375	H2-1

**APPENDIX D**  
**ADDITIONAL CALCULATIONS**

Connection Details		
Bolt Details		
Bolt Quantity =	4	
Bolt Diameter =	0.5	in
Vertical Spacing =	4	in
Horizontal Spacing =	7	in
Bolt Grade =	A325	
Bolt $F_u$ , if "Other" =	N/A	ksi

Loading Details		
Seated Plate - N6 - Env.		
Shear, X =	1.799	k
Shear, Z =	0.835	k
Tension, Y =	0	k
Mx =	0	k-ft
Mz =	0	k-ft
Torsion, My =	5.169	k-ft

## 1 - Tensile Capacity

$$R_{nt} = F_{nt} A_b$$

$\Phi =$	0.75	
$F_{nt} =$	90	ksi
$A_b =$	0.19635	in <sup>2</sup>
$\Phi R_{nt} =$	13.25	k
$T_{max} =$	0.00	k

AISC [Eqn. J3-1]

AISC [Table J3.2]

$$\Phi R_{nt} > T_{max}$$

0%

OK

## 2 - Shear Capacity

$$R_{nv} = F_{nv} A_b$$

$\Phi =$	0.75	
$F_{nv} =$	54	ksi
$A_b =$	0.19635	in <sup>2</sup>
$\Phi R_{nv} =$	7.95	k
$V_{max} =$	4.34	k

AISC [Eqn. J3-1]

AISC [Table J3.2]

$$\Phi R_{nv} > V_{max}$$

55%

OK

## 3 - Combined Tension and Shear Capacity

$$R'_{nt} = F'_{nt} A_b$$

$$F'_{nt} = 1.3F_{nt} - \frac{F_{nt}}{\Phi F_{nv}} f_{rv} \leq F_{nt}$$

$\Phi =$	0.75	
$F'_{nt} =$	68	ksi
$A_b =$	0.19635	in <sup>2</sup>
$\Phi R'_{nt} =$	9.99	k
$T_{max} =$	0.00	k

AISC [Eqn. J3-2]

AISC [Eqn. J3-3a]

$$\Phi R'_{nt} > T_{max}$$

0%

OK

Connection Details			
Weld Details			
Weld Type	Fillet		
Electrodes	70	XX	
Size of Weld =	0.1875	in	
Pipe Diameter =	4.50	in	
Pipe Thickness =	0.34	in	
Plate Details			
Height/Width =	6.00	in	
Thickness =	0.75	in	
F <sub>y</sub> =	36	ksi	

#### 4 - Weld Capacity

$$F_{nw} = 0.6F_{EXX}$$

AISC [Table J2.5]

$\Phi =$	0.75	
$\Phi F_{nw} =$	31.50	ksi
$f_{v,max} =$	20.663	ksi
$f_{b,max} =$	0.00	ksi

$$\text{Min}(\Phi F_{nw}, \Phi F_{nbm}) > \sqrt{(f_{v,max} + f_{m,max})}$$

66%

OK

#### 5 - Plate Capacity

$\Phi =$	0.9	
$\Phi F_{byy} =$	32.40	ksi
$f_b =$	0.00	ksi

$$\Phi F_{byy} > F_b$$

0%

OK

Connection Details			
Weld Details			
Weld Type	Filler		
Electrodes	70	XX	
Size of Weld	0.1875	in	
Height	6.00	in	
Width	0.50	in	
Plate Details			
Height/Width	6.00	in	
Thickness	0.5	in	
F <sub>y</sub>	36	ksi	

Loading Details		
Shear Tab - Node N2 - Env.		
Shear, X =	2.805	k
Shear, Y =	1.762	k
Tension, Z =	1.282	k
M <sub>x</sub> =	0	k-ft
M <sub>y</sub> =	0	k-ft
Torsion, M <sub>z</sub> =	0	k-ft

## 1 - Weld Capacity

$$F_{nw} = 0.6F_{EXX}$$

AISC [Table J2.5]

Φ =	0.75	
ΦF <sub>nw</sub> =	31.50	ksi
f <sub>v,max</sub> =	2.061	ksi
f <sub>b,max</sub> =	0.00	ksi

$$\text{Min}(\Phi F_{nw}, \Phi F_{nbm}) > \sqrt{(f_{v,max} + f_{m,max})}$$

7%

OK

## 2 - Plate Capacity

Φ =	0.9	
ΦF <sub>byy</sub> =	32.40	ksi
f <sub>b</sub> =	15.44	ksi

$$\Phi F_{byy} > F_b$$

48%

OK

## Proposed Stud Weld Check

Design connection per AISC Steel Manual [LRFD].

### Connection Details

#### Steel Stud Weld Information

Quantity =	6	
Diameter =	0.25	in
Threaded Area =	0.0317	in <sup>2</sup>
Vertical Spacing =	6	in
Horizontal Spacing =	6	in
Grade =	A29/A108	
$F_{nt}$ =	45.8	ksi
$F_{nv}$ =	27.5	ksi

#### Loading Details

Kicker - N33/34 - Env.

Shear, X =	1.274	k
Shear, Y =	1.122	k
Tension, Z =	2.457	k
$M_x$ =	0	k-ft
$M_y$ =	0	k-ft
$M_z$ =	0	k-ft
	[Table J3.2]	
	[Table J3.2]	

Note: For Nelson 1/4" Standard Stud

### 1 - Tensile Capacity

$$\phi R_{nt} = F_{nt} A_b$$

[Eqn. J3-1]

$\phi$ =	0.75	
$F_{nt}$ =	46	ksi
$A_b$ =	0.0317	in <sup>2</sup>
$\phi R_{nt}$ =	1.09	k
$T_{max}$ =	0.41	k

**$R_{nt} > T_{max}$**

38%

**OK**

### 2 - Shear Capacity

$$\phi R_{nv} = F_{nv} A_b$$

[Eqn. J3-1]

$\phi$ =	0.75	
$F_{nv}$ =	27	ksi
$A_b$ =	0.0317	in <sup>2</sup>
$\phi R_{nv}$ =	0.65	k
$V_{max}$ =	0.29	k

**$R_{nv} > V_{max}$**

45%

**OK**

### 3 - Combined Tension and Shear Capacity

$$\phi R'_{nt} = F'_{nt} A_b$$

[Eqn. J3-2]

$$F'_{nt} = 1.3F_{nt} - \frac{F_{nt}}{\phi F_{nv}} f_{rv} \leq F_{nt}$$

[Eqn. J3-3a]

$\phi$ =	0.75	
$F'_{nt}$ =	39	ksi
$A_b$ =	0.0317	in <sup>2</sup>
$\phi R'_{nt}$ =	0.92	k
$T_{max}$ =	0.41	k

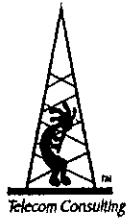
**$R'_{nt} > T_{max}$**

44%

**OK**

# Exhibit F

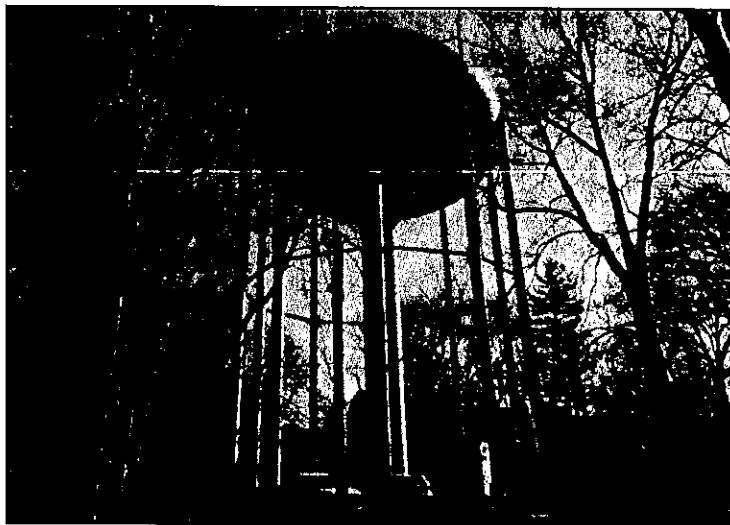
## Emissions Report



# PINNACLE TELECOM GROUP

*Professional and Technical Services*

## ANTENNA SITE FCC RF COMPLIANCE ASSESSMENT AND REPORT FOR MUNICIPAL SUBMISSION



***PREPARED FOR:***

DISH Wireless, LLC

***SITE ID:***

NJIER01152C

***SITE ADDRESS:***

11 Filbert Road  
Norwalk, CT

***LATITUDE:***

N 41.118467

***LONGITUDE:***

W 73.396694

***STRUCTURE TYPE:***

WATER TOWER

***REPORT DATE:***

NOVEMBER 6, 2023

***COMPLIANCE CONCLUSION:***

DISH Wireless, LLC will be in compliance with the rules and regulations as described in OET Bulletin 65, following the implementation of the proposed mitigation as detailed in the report.

14 Ridgedale Avenue - Suite 260 • Cedar Knolls, NJ 07927 • 973-451-1630

## **CONTENTS**

<b>INTRODUCTION AND SUMMARY</b>	<b>3</b>
<b>ANTENNA AND TRANSMISSION DATA</b>	<b>5</b>
<b>COMPLIANCE ANALYSIS</b>	<b>11</b>
<b>COMPLIANCE CONCLUSION</b>	<b>17</b>

### **CERTIFICATION**

**Appendix A. DOCUMENTS USED TO PREPARE THE ANALYSIS**

**Appendix B. BACKGROUND ON THE FCC MPE LIMIT**

**Appendix C. PROPOSED SIGNAGE**

**Appendix D. SUMMARY OF EXPERT QUALIFICATIONS**

## **INTRODUCTION AND SUMMARY**

At the request of DISH Wireless, LLC ("DISH"), Pinnacle Telecom Group has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for proposed wireless base station antenna operations on an existing water tower located at 11 Filbert Road in Norwalk, CT. DISH refers to the antenna site by the code "NJJER01152C", and its proposed operation involves directional panel antennas and transmission in the 600 MHz, 2000 MHz and 2100 MHz frequency bands licensed to it by the FCC.

The FCC requires all wireless antenna operators to perform an assessment of potential human exposure to radiofrequency (RF) fields emanating from all the transmitting antennas at a site whenever antenna operations are added or modified, and to ensure compliance with the Maximum Permissible Exposure (MPE) limit in the FCC's regulations. In this case, the compliance assessment needs to take into account the RF effects of other existing antenna operations at the site by Verizon Wireless. Note FCC regulations require any future antenna collocators to assess and assure continuing compliance based on the cumulative effects of all then-proposed and then-existing antennas at the site.

This report describes a mathematical analysis of RF levels resulting around the site in areas of unrestricted public access, that is, at street level around the site. The compliance analysis employs a standard FCC formula for calculating the effects of the antennas in a very conservative manner, in order to overstate the RF levels and to ensure "safe-side" conclusions regarding compliance with the FCC limit for safe continuous exposure of the general public.

The results of a compliance assessment can be described in layman's terms by expressing the calculated RF levels as simple percentages of the FCC MPE limit. If the normalized reference for that limit is 100 percent, then calculated RF levels higher than 100 percent indicate the MPE limit is exceeded and there is a need to mitigate the potential exposure. On the other hand, calculated RF levels consistently below 100 percent serve as a clear and sufficient demonstration of compliance with the MPE limit. We can (and will) also describe the overall worst-case result via the "plain-English" equivalent "times-below-the-limit" factor.

The result of the RF compliance assessment in this case is as follows:

- ❑ At street level, the conservatively calculated maximum RF level from the combination of proposed and existing antenna operations at the site is 6.6898 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance. In other words, the worst-case calculated RF level – intentionally and significantly overstated by the calculations – is still more than 14 times below the FCC limit for safe, continuous exposure of the general public. DISH guidelines, and consistent with FCC guidance on rooftop compliance, it is recommended that three Caution signs and NOC Information signs be installed at the base of the water tower.
- ❑ The results of the calculations, along with the proposed mitigation, combine to satisfy the FCC requirements and associated guidelines on RF compliance at street level around the site. Moreover, because of the significant conservatism incorporated in the analysis, RF levels actually caused by the antennas will be lower than these calculations indicate.

The remainder of this report provides the following:

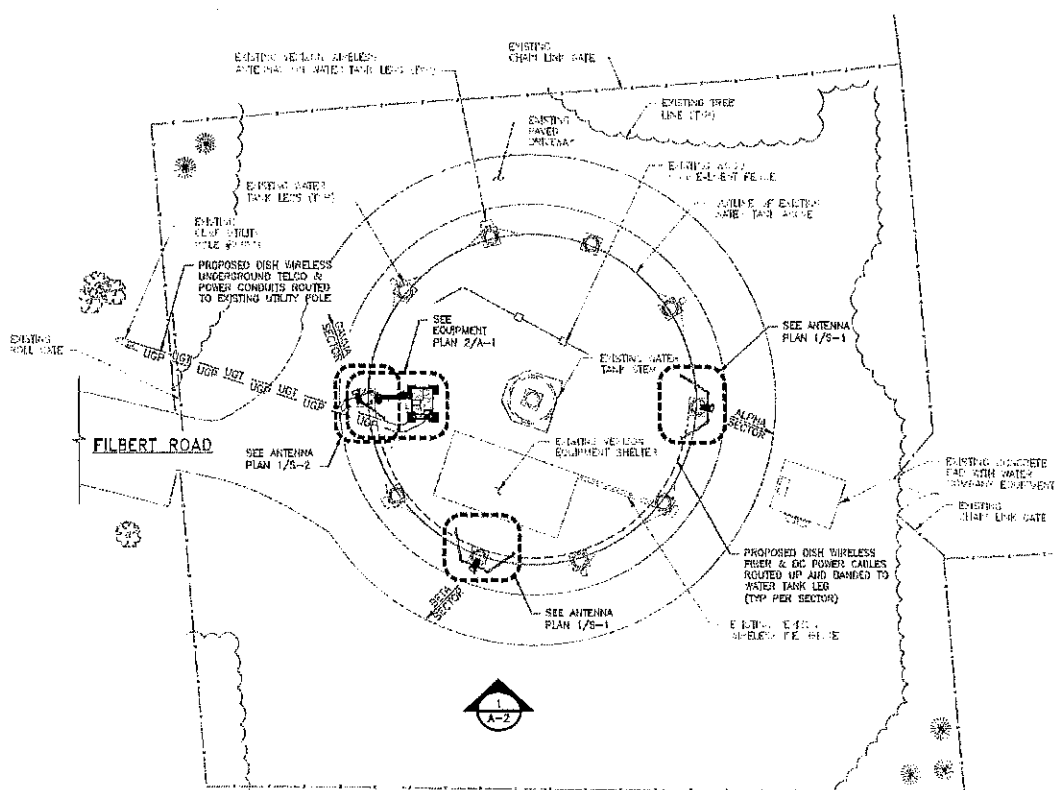
- ❑ relevant technical data on the proposed DISH antenna operations at the site, as well as on the existing Verizon Wireless antenna operations;
- ❑ a description of the applicable FCC mathematical model for calculating RF levels, and application of the relevant technical data to that model;
- ❑ analysis of the results of the calculations against the FCC MPE limit, and the compliance conclusion for the site.

In addition, four Appendices are included. Appendix A provides information on the documents used to prepare the analysis. Appendix B provides background on the FCC MPE limit. Appendix C details the proposed mitigation to satisfy the FCC requirements and associated guidelines on RF compliance. Appendix D provides a summary of the qualifications of the expert certifying FCC compliance for this site.

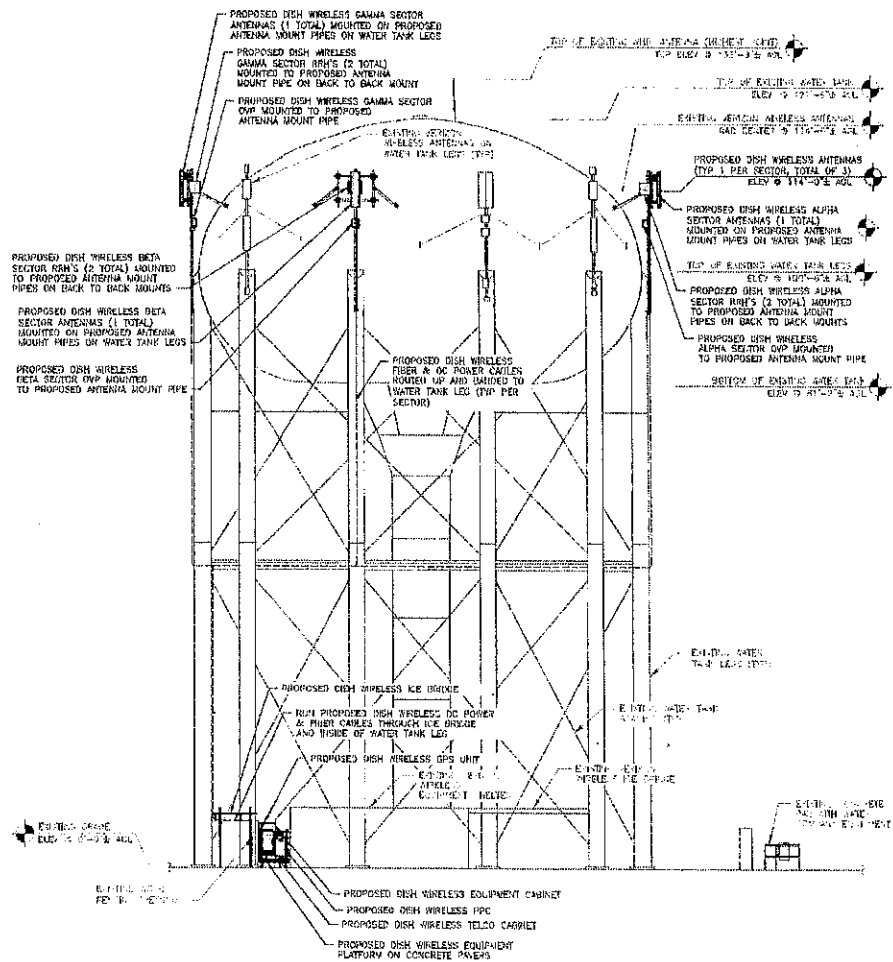
## ANTENNA AND TRANSMISSION DATA

The plan and elevation views that follow, extracted from the site drawings, illustrate the mounting positions of the DISH antennas at the site.

Plan View:



Elevation View:



The table that follows summarizes the relevant data for the proposed DISH antenna operations. Note that the “Z” height references the centerline of the antenna.

Ant. ID	Carrier	Antenna Manufacturer	Antenna Model	Type	Freq. (MHz)	Ant. Dim. (ft.)	Total Input Power (watts)	Total ERP (watts)	Z AGL (ft)	Ant. Gain (dBi)	BW (MHz)	Azimuth (deg)	EUT	MDT
1	DISH	JMA Wireless	MX08FRO665-21	Panel	600	6	120	1637	114.0	11.46	68	60	2	0
2	DISH	JMA Wireless	MX08FRO665-21	Panel	2000	6	160	6011	114.0	16.16	62	60	2	0
3	DISH	JMA Wireless	MX08FRO665-21	Panel	2100	6	160	7567	114.0	16.66	64	60	2	0
4	DISH	JMA Wireless	MX08FRO665-21	Panel	600	6	120	1637	114.0	11.46	68	160	2	0
5	DISH	JMA Wireless	MX08FRO665-21	Panel	2000	6	160	6011	114.0	16.16	62	160	2	0
6	DISH	JMA Wireless	MX08FRO665-21	Panel	2100	6	160	7567	114.0	16.66	64	160	2	0
7	DISH	JMA Wireless	MX08FRO665-21	Panel	600	6	120	1637	114.0	11.46	68	260	2	0
8	DISH	JMA Wireless	MX08FRO665-21	Panel	2000	6	160	6011	114.0	16.16	62	260	2	0
9	DISH	JMA Wireless	MX08FRO665-21	Panel	2100	6	160	7567	114.0	16.66	64	260	2	0

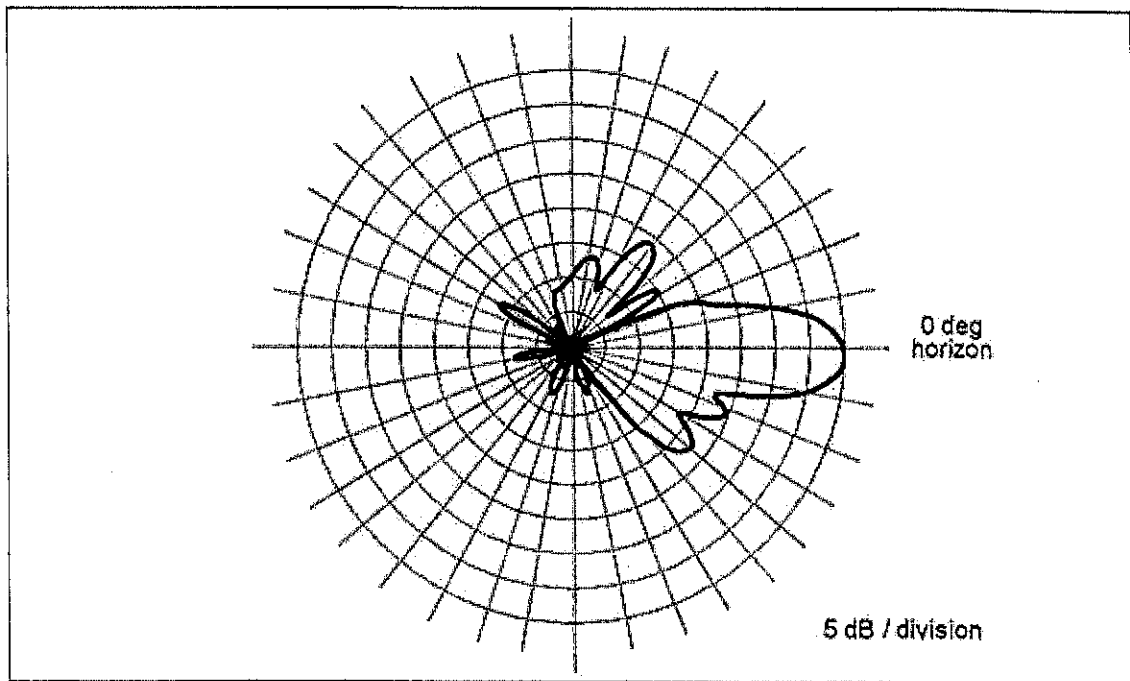
The area below the antennas, at street level, is of interest in terms of potential “uncontrolled” exposure of the general public, so the antenna’s vertical-plane emission characteristic is used in the calculations, as it is a key determinant of the relative amount of RF emissions in the “downward” direction.

By way of illustration, Figure 1 that follows shows the vertical-plane radiation pattern of the proposed antenna model in the 600 MHz frequency band. In this type of antenna radiation pattern diagram, the antenna is effectively pointed at the three o’clock position (the horizon) and the relative strength of the pattern at different angles is described using decibel units.

Note that the use of a decibel scale to describe the relative pattern at different angles actually serves to significantly understate the actual focusing effects of the antenna. Where the antenna pattern reads 20 dB the relative RF energy emitted at the corresponding downward angle is 1/100<sup>th</sup> of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is only 1/1000<sup>th</sup> of the maximum.

Finally, note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties’ depictions of the same antenna model.

Figure 1. JMA Wireless MX08FRO665-21– 600 MHz Vertical-plane Pattern



As noted at the outset, there is an existing wireless antenna operation by Verizon Wireless to include in the compliance assessment and we will conservatively assume operation with maximum channel capacity and at maximum transmitter power per channel to be used in each of its FCC-licensed frequency bands.

The table that follows summarizes the relevant data for the collocated antenna operations.

Carrier	Antenna Manufacturer	Antenna Model	Type	Freq (MHz)	Total ERP (watts)	Ant. Gain (dBi)	Azimuth
Verizon Wireless	Generic	Generic	Panel	746	2400	11.76	N/A
Verizon Wireless	Generic	Generic	Panel	869	5166	12.36	N/A
Verizon Wireless	Generic	Generic	Panel	1900	5372	15.26	N/A
Verizon Wireless	Generic	Generic	Panel	2100	5625	15.46	N/A

## Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate the RF levels at various points around transmitting antennas. Different models apply in different areas around antennas, with one model applying to street level around a site, and another applying to the same height as the antennas. We will address each area of interest in turn in the subsections that follow.

### *Street Level Analysis*

At street-level around an antenna site (in what is called the "far field" of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain in the downward direction of interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna.

Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the intervening ground. Our calculations will assume a 100% "perfect", mirror-like reflection, which is the absolute worst-case scenario.

The formula for street-level compliance assessment for any given wireless antenna operation is as follows:

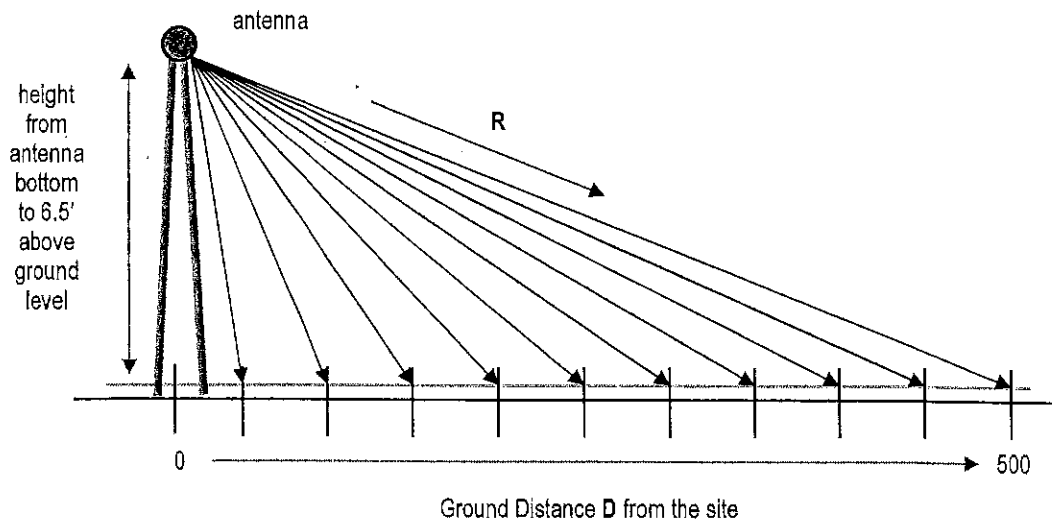
$$\text{MPE\%} = (100 * \text{Chans} * \text{TxPower} * 10^{(\text{Gmax}-\text{Vdisc}/10)} * 4) / (\text{MPE} * 4\pi * R^2)$$

where

MPE%	=	RF level, expressed as a percentage of the MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
Chans	=	maximum number of RF channels per sector
TxPower	=	maximum transmitter power per channel, in milliwatts

- $10^{(G_{\max}-V_{\text{disc}}/10)}$  = numeric equivalent of the relative antenna gain in the downward direction of interest; data on the antenna vertical-plane pattern is taken from manufacturer specifications  
 4 = factor to account for a 100-percent-efficient energy reflection from the ground, and the squared relationship between RF field strength and power density ( $2^2 = 4$ )  
 MPE = FCC general population MPE limit  
 R = straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2, below.



**Figure 2. Street-level MPE% Calculation Geometry**

It is popularly understood that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antenna.

Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site. As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled and, as a result, the RF levels generally decrease with increasing distance. In any case, the RF levels more than 500 feet from a wireless antenna site are well understood to be sufficiently low to be comfortably in compliance.

According to the FCC, when directional antennas (such as panels) are used, compliance assessments are based on the RF effect of a single (facing) antenna sector, as the effects of directional antennas pointed away from the point(s) of interest are considered insignificant. If the different parameters apply in the different sectors, compliance is based on the worst-case parameters.

Street level FCC compliance for a collocated antenna site is assessed in the following manner. At each distance point along the ground, an MPE% calculation is made for each antenna operation (including each frequency band), and the sum of the individual MPE% contributions at each point is compared to 100 percent, the normalized reference for compliance with the MPE limit. We refer to the sum of the individual MPE% contributions as "total MPE%", and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the FCC limit and represents non-compliance and a need to mitigate the potential exposure. If all results are consistently below 100 percent, on the other hand, that set of results serves as a clear and sufficient demonstration of compliance with the MPE limit.

Note that the following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antennas are assumed to be operating continuously at maximum power and maximum channel capacity.
2. The power-attenuation effects of shadowing or other obstructions to the line-of-sight path from the antenna to the point of interest are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6'6" human and performing the calculations from the bottom (rather than

- the centerline) of each operator's lowest-mounted antenna, as applicable.
4. The calculations also conservatively take into account, when applicable, the different technical characteristics and related RF effects of the use of multiple antennas for transmission in the same frequency band.
  5. The RF exposure at ground level is assumed to be 100-percent enhanced (increased) via a "perfect" field reflection from the intervening ground.

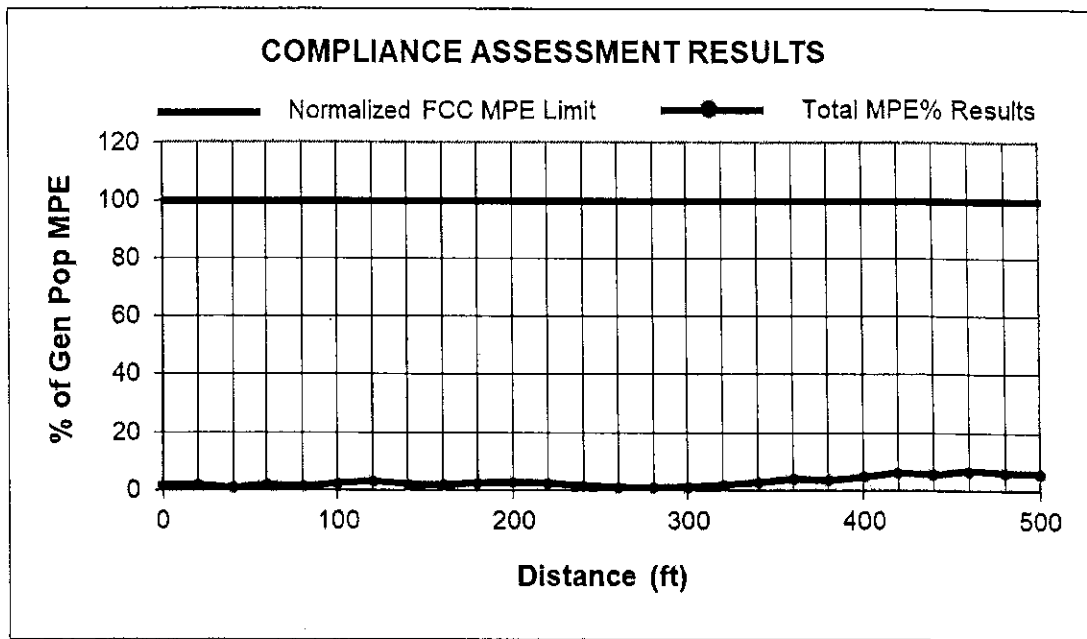
The net result of these assumptions is to intentionally and significantly overstate the calculated RF levels relative to the levels that will actually result from the antenna operations – and the purpose of this conservatism is to allow very "safe-side" conclusions about compliance.

The table that follows provides the results of the MPE% calculations for each antenna operation, with the overall worst-case calculated result highlighted in bold in the last column. Note that the transmission parameters for each DISH antenna sector are identical, and the calculations reflect the worst-case result for any/all sectors.

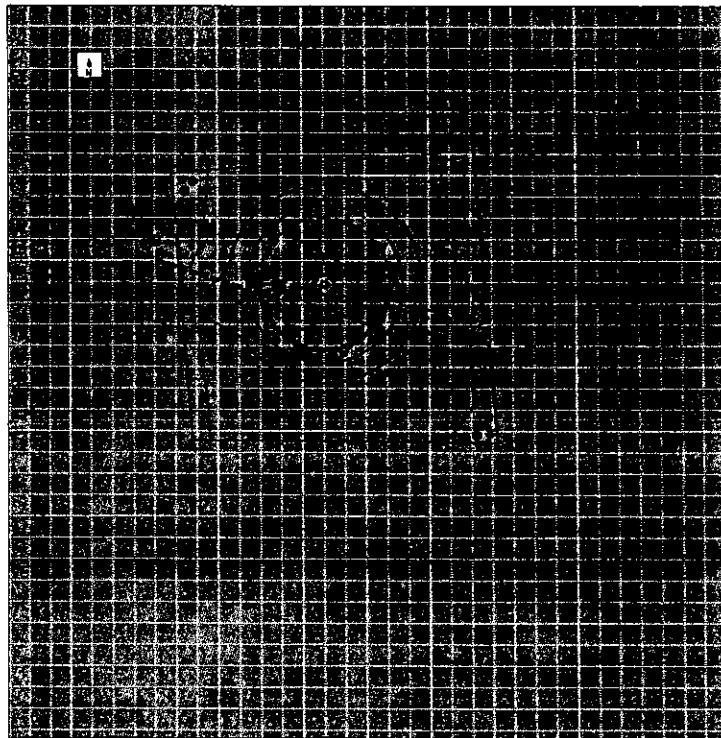
Ground Distance (ft)	DISH 600 MHz MPE%	DISH 2000 MHz MPE%	DISH 2100 MHz MPE%	Verizon Wireless MPE%	Total MPE%
0	0.0446	0.0021	0.0003	1.5472	1.5942
20	0.0868	0.0037	0.0049	1.5970	1.6924
40	0.1806	0.0134	0.0391	0.6082	0.8413
60	0.0775	0.0381	0.1137	1.4636	1.6929
80	0.0457	0.2129	0.0441	0.9657	1.2684
100	0.2055	0.1779	0.3717	1.4734	2.2285
120	0.2864	0.2456	0.2953	2.1245	2.9518
140	0.1667	0.0574	0.1863	1.6117	2.0221
160	0.0750	0.0248	0.0043	1.6034	1.7075
180	0.0357	0.0040	0.0627	2.3275	2.4299
200	0.0279	0.0789	0.0321	2.5197	2.6586
220	0.0210	0.0734	0.1249	2.1329	2.3522
240	0.0116	0.0139	0.0723	1.3814	1.4792
260	0.0100	0.0851	0.0236	0.8907	1.0094
280	0.0172	0.1101	0.0663	0.6858	0.8794
300	0.0323	0.0931	0.1056	0.9021	1.1331
320	0.0568	0.0513	0.1051	1.5201	1.7333
340	0.0915	0.0163	0.0696	2.4270	2.6044
360	0.1360	0.0043	0.0307	3.6501	3.8211
380	0.1906	0.0041	0.0096	3.2981	3.5024
400	0.2533	0.0033	0.0031	4.3674	4.6271
420	0.3220	0.0066	0.0020	5.7197	6.0503
440	0.2949	0.0060	0.0018	5.2342	5.5369
<b>460</b>	<b>0.3623</b>	<b>0.0235</b>	<b>0.0090</b>	<b>6.2950</b>	<b>6.6898</b>
480	0.3340	0.0217	0.0083	5.8007	6.1647
500	0.3980	0.0505	0.0296	5.3366	5.8147

As indicated, the maximum calculated overall RF level is 6.6898 percent of the FCC MPE limit – well below the 100-percent reference for compliance.

A graph of the overall calculation results, provided on the next page, perhaps provides a clearer *visual* illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation results shows an obviously clear, consistent margin to the FCC MPE limit.



The graphic output for the areas at street level surrounding the site is reproduced below.



## **Compliance Conclusion**

According to the FCC, the MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and safe.

The conservative analysis in this case shows that the maximum calculated RF level from the combination of proposed and existing antenna operations at street level around the site is 6.6898 percent of the FCC general population MPE limit. Per DISH guidelines, and consistent with FCC guidance on compliance, it is recommended that three Caution signs and NOC Information signs be installed at the base of the water tower.

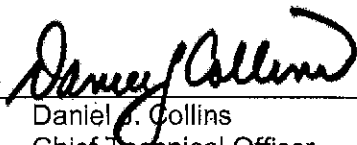
The results of the calculations, along with the described RF mitigation, combine to satisfy the FCC's RF compliance requirements and associated guidelines on compliance.

Moreover, because of the extremely conservative calculation methodology and operational assumptions we applied in the analysis, RF levels actually caused by the antennas will be significantly lower than the calculation results here indicate.

## CERTIFICATION

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.



Daniel J. Collins  
Chief Technical Officer  
Pinnacle Telecom Group, LLC

11/6/23

Date

## **Appendix A. DOCUMENTS Used TO PREPARE THE Analysis**

**RFDS:** RFDS-NJJER01152C-Preliminary-20220429-v.1\_20220429111517

**CD:** NJJER01152C\_PrelimCD\_20230105085829

## Appendix B. Background on the FCC MPE Limit

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

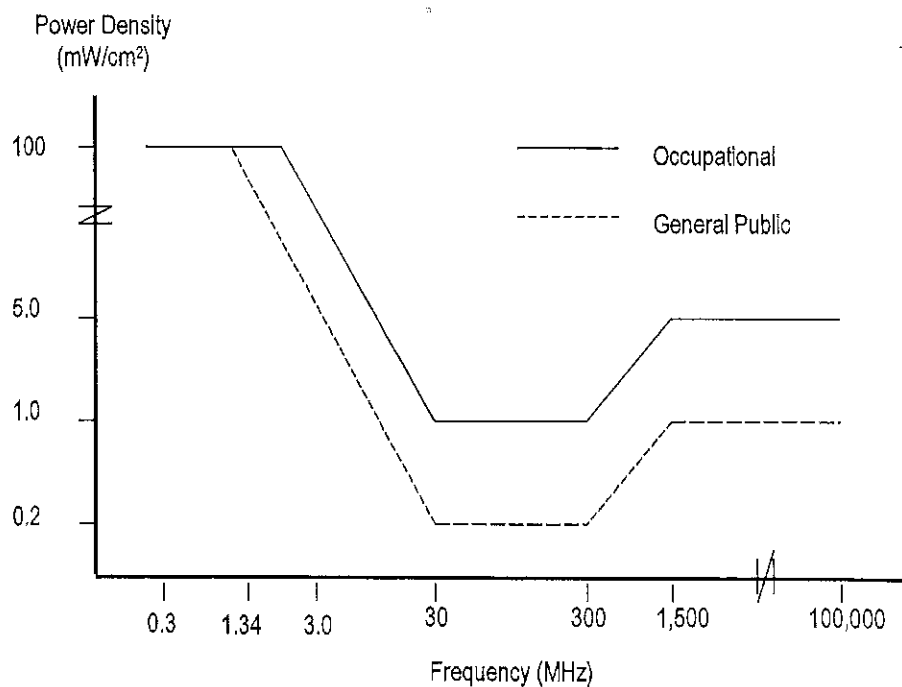
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm<sup>2</sup>). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm<sup>2</sup> reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm <sup>2</sup> )	General Public Exposure (mW/cm <sup>2</sup> )
0.3 - 1.34	100	100
1.34 - 3.0	100	$180 / F^2$
3.0 - 30	$900 / F^2$	$180 / F^2$
30 - 300	1.0	0.2
300 - 1,500	$F / 300$	$F / 1500$
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC "categorically excludes" all "non-building-mounted" wireless antenna operations whose mounting heights are more than 10 meters (32.8 feet) from the routine requirement to demonstrate compliance with the MPE limit, because such operations "are deemed, individually and cumulatively, to have no significant effect on the human environment". The categorical exclusion also applies to *all* point-to-point antenna operations, regardless of the type of structure they're mounted on. Note that the FCC considers any facility qualifying for the categorical exclusion to be automatically in compliance.

In addition, FCC Rules and Regulations Section 1.1307(b)(3) describes a provision known in the industry as "the 5% rule". It describes that when a specific location – like a spot on a rooftop – is subject to an overall exposure level exceeding the applicable MPE limit, operators with antennas whose MPE% contributions at the point of interest are less than 5% are exempted from the obligation otherwise shared by all operators to bring the site into compliance, and those antennas are automatically deemed by the FCC to satisfy the rooftop compliance requirement.

#### ***FCC References on RF Compliance***

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192)*, *Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62)*, and *Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.







FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

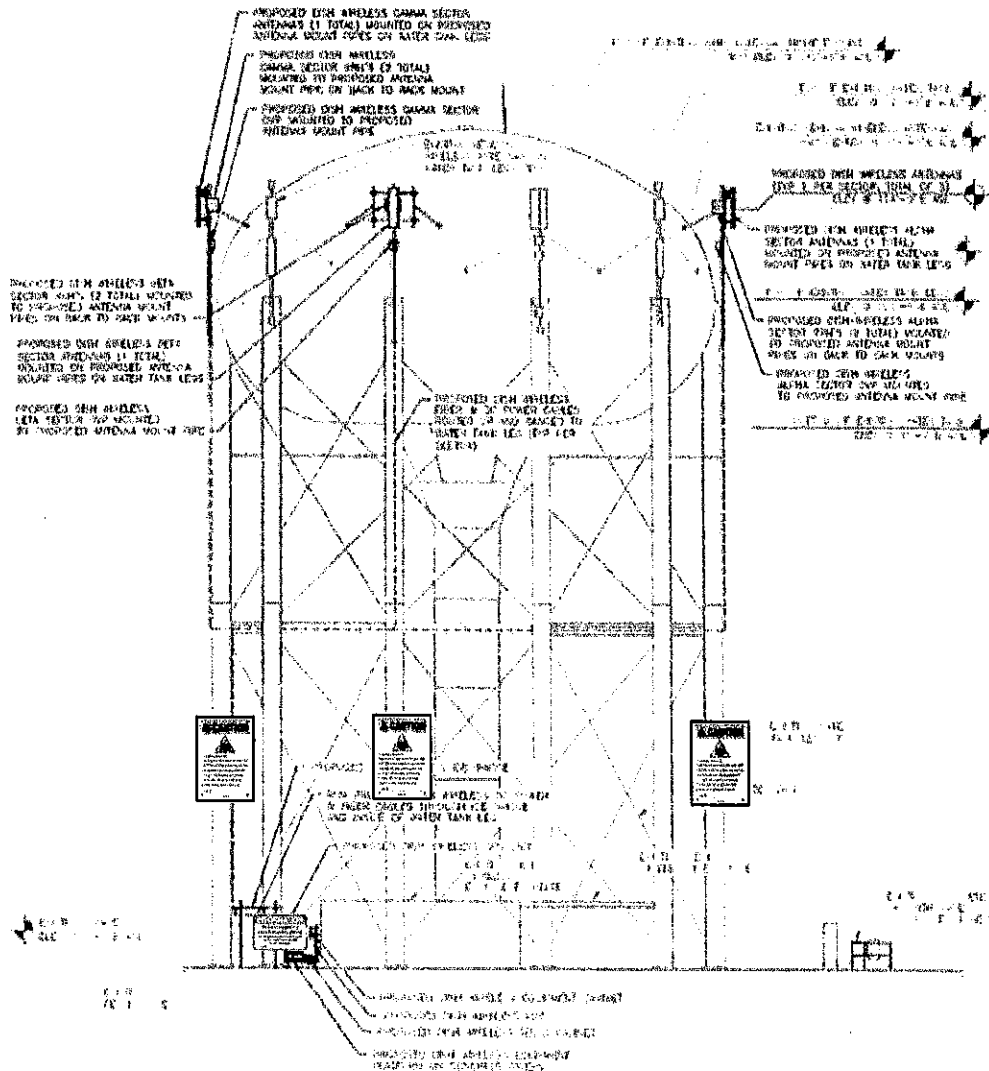
FCC Report and Order, Notice of Proposed Rulemaking, Memorandum Opinion and Order (FCC 19-126), *Proposed Changes in the Commission's Rules Regarding Human Exposure to Radiofrequency Electromagnetic Fields; Reassessment of Federal Communications Commission Radiofrequency Exposure Limits and Policies*, released December 4, 2019.

FCC Office of Engineering and Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, "Questions and Answers About Biological Effects and Potential Hazards of RF Radiation", edition 4, August 1999.

## Appendix C. Proposed Signage

Final Compliance Configuration						
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER
Access Point(s)	0	0	0	0	1	0
Alpha	0	0	1	0	0	0
Beta	0	0	1	0	0	0
Gamma	0	0	1	0	0	0



## Appendix D. SUMMARY of EXPERT QUALIFICATIONS

**Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC**

<b>Synopsis:</b>	<ul style="list-style-type: none"> <li>• 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure</li> <li>• Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997</li> <li>• Has provided testimony as an RF compliance expert more than 1,500 times since 1997</li> <li>• Have been accepted as an FCC compliance expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC</li> </ul>
<b>Education:</b>	<ul style="list-style-type: none"> <li>• B.E.E., City College of New York (Sch. Of Eng.), 1971</li> <li>• M.B.A., 1982, Fairleigh Dickinson University, 1982</li> <li>• Bronx High School of Science, 1966</li> </ul>
<b>Current Responsibilities:</b>	<ul style="list-style-type: none"> <li>• Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation</li> </ul>
<b>Prior Experience:</b>	<ul style="list-style-type: none"> <li>• Edwards &amp; Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99</li> <li>• Bellcore (a Bell Labs offshoot after AT&amp;T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96</li> <li>• AT&amp;T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83</li> <li>• AT&amp;T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77</li> </ul>
<b>Specific RF Safety / Compliance Experience:</b>	<ul style="list-style-type: none"> <li>• Involved in RF exposure matters since 1972</li> <li>• Have had lead corporate responsibility for RF safety and compliance at AT&amp;T, Bellcore, Edwards &amp; Kelcey, and PTG</li> <li>• While at AT&amp;T, helped develop the mathematical models for calculating RF exposure levels</li> <li>• Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms</li> </ul>
<b>Other Background:</b>	<ul style="list-style-type: none"> <li>• Author, <i>Microwave System Engineering</i> (AT&amp;T, 1974)</li> <li>• Co-author and executive editor, <i>A Guide to New Technologies and Services</i> (Bellcore, 1993)</li> <li>• National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991</li> <li>• Have published more than 35 articles in industry magazines</li> </ul>

Exhibit D

Lease Agreement

**LEASE AGREEMENT**  
(Water Tank Installation)

**THIS LEASE AGREEMENT** ("**Lease**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **FIRST TAXING DISTRICT OF THE CITY OF NORWALK**, a Connecticut Municipal Corporation, having an address at 12 New Canaan Avenue, Norwalk, Connecticut 06851 ("**District**"), and **DISH WIRELESS L.L.C.**, a Colorado limited liability company, with its principal offices at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 ("**Lessee**"). The District and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

**R E C I T A L S**

**WHEREAS**, District is the owner of certain real property located at 11 Filbert Road, in the City of Norwalk, County of Fairfield and State of Connecticut more particularly described and/or depicted in **Exhibit A** attached hereto and made a part hereof (the "**District Property**"), which District Property is improved with a water tank structure ("**Water Tank**"); and

**WHEREAS**, Lessee desires to lease a portion of the ground space adjacent to the Water Tank and license certain portions of the exterior of the Water Tank for the development of a wireless communications facility (a "**Wireless Facility**"); and

**WHEREAS**, District is willing to enter into a lease with Lessee, subject to the terms and conditions set forth herein.

**NOW THEREFORE**, the Parties hereto, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, agree as follows:

1. **LEASE OF PREMISES; LICENSE OF WATER TANK SPACE.** District hereby leases to Lessee, and Lessee leases from District, approximately 100 square feet of ground space located adjacent to the Water Tank and within a fence-enclosed area on the District Property (the "**Equipment Compound**"), as more particularly shown on **Exhibit B** attached hereto and made a part hereof ("**Ground Space**"), for the installation, operation, and maintenance of wireless communications equipment associated with a Wireless Facility operated by Lessee ("**Ground Equipment**"). The foregoing leasehold is granted and demised to Lessee together with:

(a) a license to install, operate and maintain: (i) pipe-mounted antennas (the "**Antennas**") on the exterior perimeter surface of the Water Tank at a centerline height of one-hundred and fourteen (114) feet +/- above ground level with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Water Tank (the "**Antenna Space**"); and (ii) cables, wires, conduits, poles, and/or pipes and related connectors and anchors (collectively, the "**Cables**") running between the Antennas, the Ground Equipment, and that proposed point of connection to public utilities at the telco connection point identified on **Exhibit B** on the District Property (the "**Cable Space**"). The Antennas, Cables, Antenna Space and Cable Space are more particularly shown on **Exhibit B** attached hereto, and the space occupied by such Antenna Space and Cable Space as shown therein are hereinafter referred to as the "**License Areas**". If the existing utility sources located on the District Property are insufficient for Lessee's permitted use, the District agrees to grant Lessee and/or the applicable third party utility provider

the right, at Lessee's sole cost and expense, to install such utilities on, over and/or under the District Property as is reasonably necessary for Lessee's permitted use, provided that the location of such utilities shall be approved in advance by the District, such approval not to be unreasonably withheld, conditioned, or delayed and such approval not to be contingent on any additional rent or other consideration; provided, however: (i) the parties acknowledge and agree that the District may require the location of such utilities to be configured in a manner that maximizes further development of the Equipment Compound, or other considerations reasonably relevant to the District's business, and that location required by the District as a condition of approval may be determined independently of relevant economic or cost factors or of convenience to the Lessee or its contractors or utility provider(s); and (ii) the District reserves the right to condition any further rights granted to such parties upon the right or ability of the District to relocate such utilities, connections, and/or the Cable Space as needed from time to time at no cost to Lessee, as may be necessary or desirable to facilitate further development within the Equipment Compound (or equivalent alternative facilities) and/or in furtherance of the District's business. The Parties agree and acknowledge that for any relocation of such utilities pursuant to this Section 1(a), the Parties shall work together in good faith to coordinate such relocation, including coordination with Lessee to facilitate the use of a Temporary Coverage Solution as Lessee reasonably determines is necessary.

(b) the non-exclusive right to access the Ground Space, over the District Property, from the nearest public right-of-way, identified as 11 Filbert Road, Norwalk, Connecticut, by foot or by motor vehicle, 24 hours per day, 7 days per week and at no additional cost or expense to Lessee, for the installation, maintenance and repair of the Wireless Facility, provided such access may not unreasonably interfere with, compromise, reduce in capacity, or otherwise disrupt: (i) any of the District's utility connections or (ii) the District's use and operation of the Water Tank or the District Property (the foregoing, collectively, "Access Rights").

The Ground Space is hereinafter sometimes referred to as the "Leasehold Area". The Leasehold Area and the License Areas are hereinafter referred to collectively as the "Premises". The Ground Equipment, the Antennas and the Cables are sometimes hereinafter referred to collectively as the "Equipment".

Notwithstanding the fact that this Lessee's rights to the License Areas is a license and that a license is normally revocable at will by the grantor, the parties hereto agree that the license granted by this Lease for the License Areas is not revocable at will and that this Lease can only be terminated in accordance with the provisions of this Lease or otherwise as ordered by a court of competent jurisdiction.

## 2. TERM.

(a) This Lease shall be effective as of the date of execution by both Parties (the "Effective Date") and be for an initial term of five (5) years ("Initial Term"). The Initial Term shall commence (the "Commencement Date") on the earlier to occur of the first (1<sup>st</sup>) day of the month following the date of either: (i) commencement of Lessee's installation of the Wireless Facility; or (ii) the two hundred seventieth (270<sup>th</sup>) calendar day following the Effective Date. Notwithstanding anything stated herein, with respect to (i) in the immediately preceding sentence, the Parties acknowledge that Lessee's preparation of the Premises to accommodate electric,

telephone, fiber and other utilities for Lessee's installation shall not constitute Lessee's installation of its communications equipment nor shall it trigger the Commencement Date.

(b) The term of the Lease shall automatically renew for four (4) additional periods of five (5) years each (each, an "**Extended Term**") provided Lessee is not then in default hereunder, unless Lessee elects, in Lessee's sole and absolute discretion, not to renew the Lease at the end of the then-current term by giving the District written notice at least one hundred eighty days (180) days prior to the expiration of the Initial Term or the current Extended Term, as applicable.

(c) The Initial Term, together with any Extended Term(s), shall be collectively referred to herein as the "**Term**."

3. **PERMITTED USE.** Lessee shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a Wireless Facility ("**Permitted Use**"), and for no other use. During the Term, without incurring any increase in the then-current Base Rent or other modification of the terms and conditions set forth in this Lease, Lessee shall have the right to replace, repair, add or otherwise modify its Ground Equipment within the Ground Space, including without limitation, any modification, repair, addition, or otherwise necessary in order for Lessee to remain in compliance with any current or future federal, state, or local mandated application, including emergency 911 communication services, provided that at all times (i) Lessee shall not materially interfere with the operations of the District's and delivery of services; (ii) Lessee shall restore any and all damage caused by any of the foregoing activities; and (iii) Lessee shall be solely responsible for any and all permitting and approvals required for such changes. Except as permitted pursuant to the foregoing sentence, Lessee shall not otherwise modify any portion of the Wireless Facility depicted in **Exhibit B** without first obtaining the District's written consent, which shall not be unreasonably withheld conditioned or delayed. The parties acknowledge that any requested modification of the Antennas and Cables shall require a structural analysis of weight and wind loading upon the Water Tank conforming to the requirements of Section 7 herein. Lessee shall reimburse the District for all actual and reasonable professional fees and costs incurred by the District in connection with independently evaluating Lessee's request for any such modification.

4. **RENT.**

(a) Commencing on the Commencement Date, Base rent shall be due at an annual rental of Forty Two Thousand and 00/100 Dollars (\$42,000.00), as the same may be adjusted as set forth in subsection 4(c) below, and shall be paid to the District in equal monthly installments of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), in advance, on the first day of each month during the Term ("**Base Rent**"), at the address set forth above, or to such other person, firm, or address as the District may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date by written notice given to Lessee. In any partial month of the Term, the Base Rent will be prorated accordingly. The first Base Rent payment shall be made within twenty (20) business days of the Commencement Date. The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Lease, Lessee's obligation to pay Base Rent or any other amount due hereunder is contingent upon Lessee's receipt of an IRS approved W-9 form setting forth the tax identification number of the District (or of the person or entity to whom Base Rent is to be made payable, if applicable).

(b) If any Base Rent or other payment due hereunder is not received by the District on or before the tenth (10<sup>th</sup>) day following the date upon which such payment is due, Lessee shall pay to the District a late charge equal to five (5%) percent multiplied by such past due amount as additional rent hereunder. All amounts more than thirty (30) days past due shall accrue interest at the lesser of the maximum annual rate of interest permitted by applicable law or twelve (12%) per annum as additional rent. Any applicable late fee shall be paid within thirty (30) days of Lessee's receipt of an invoice thereof from the District.

(c) Base Rent shall increase by three percent (3%) of the then current Base Rent on each anniversary of the Commencement Date thereafter (including during any Extended Term hereunder).

(d) No payment by Lessee or receipt by the District of a lesser amount than the Base Rent payable hereunder shall be deemed to be other than a payment on account to be credited against monies owed the District hereunder, in such order as the District may reasonably determine, nor shall any restrictive endorsement, statement or name on any check or any check or any letter accompanying any check or payment delivered to the District be deemed, declared, or interpreted an accord and satisfaction. The District may accept and deposit such check or payment without notice to Lessee and without the same operating as a satisfaction or an acceptance of satisfaction by the District and without prejudice of the District's right to recover the balance of any monies due hereunder, or to pursue any other remedy provided herein or by law.

5. **CONDITION OF PROPERTY.** Lessee covenants and agrees that Lessee has inspected and examined the Premises and has determined that the Premises are in all respects acceptable to and suitable for Lessee's Permitted Use. Lessee acknowledges that the Premises are being delivered to Lessee in their "AS IS" condition and the District makes no representation or warranty of any kind with respect thereto.

6. **GOVERNMENT APPROVALS.** It is understood and agreed that Lessee's ability to effectuate any Permitted Use at the Premises is contingent upon its obtaining, at Lessee's sole cost and expense, (i) a satisfactory structural analysis showing that the Water Tank is suitable for Lessee's Permitted Use; and (ii) all of the certificates, permits, and other approvals that may be required by any Federal, State, or Local authorities in connection with Lessee's installation and operation of a Wireless Facility and conduct of the Permitted Use (collectively, "**Government Approvals**"). The District shall use commercially reasonable efforts, at no cost to the District, to cooperate with Lessee in its effort to obtain the Government Approvals, provided, however Lessee shall take no action to re-zone the District Property, and the District shall have no obligation to execute or permit any petitions or applications to such effect. In order to facilitate such cooperation, Lessee shall provide to District for the District's review copies of any application or other filing done by Lessee on behalf of the District at least ten (10) days in advance of the proposed filing date. Lessee shall endeavor to obtain all Governmental Approvals prior to the two hundred seventieth (270<sup>th</sup>) calendar day following the Effective Date (the "**Approvals Period**"); provided, however, in all circumstances Lessee shall obtain all such Governmental Approvals prior to any commencement of installation of the Wireless Facility. In the event that, prior to expiration of the Approvals Period, (i) any such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by the issuing governmental authority; (iii) Lessee

determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) a structural analysis shows that the Water Tank is not suitable for Lessee's Permitted Use; then, Lessee shall have the right to terminate this Lease subject to the payment of any rent becoming due and payable prior to the effective date of such termination. Notice of Lessee's exercise of its right to terminate shall be in writing and shall be effective within thirty (30) days of the date of such notice, or upon such later date as designated by Lessee (but not more than ninety (90) days from the date of such notice, in any event). All rents paid to said termination date shall be retained by the District. Upon such termination, this Lease 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 hereunder.

7. **STRUCTURAL ANALYSIS.** Before constructing and/or erecting any portion of the Wireless Facility on the District Property, Lessee shall, at Lessee's sole cost and expense, obtain a satisfactory structural analysis or structural letter confirming that the Wireless Facility will not materially impact the Water Tank's structural integrity. Any such analysis or letter shall be certified to the District and shall be signed and sealed by a licensed professional engineer. Lessee shall provide the District an original of any such letter or analysis prepared Lessee at least fifteen (15) days before constructing and/or erecting any portion of the Wireless Facility on the District Property.

8. **SURVEY.** At Lessee's sole cost and expense, Lessee is hereby given the right to survey, test, and conduct any other reasonable investigations needed to determine if the location of the Premises is suitable for the Permitted Uses provided herein.

9. **MAINTENANCE.**

(a) Lessee shall keep and maintain Premises in good condition, reasonable wear and tear and damage from the elements excepted. The District, at its sole cost and expense, shall maintain and repair the Water Tank in good and ordinary structural condition and any relevant Water Tank lighting systems. The District shall have no obligation to secure the Premises and shall not be liable for any losses suffered by Lessee as a result of Lessee's failure to so secure the Premises.

(b) Notwithstanding anything to the contrary contained herein, in the event the District requires the demolition or renovation of the Water Tank or the relocation (collectively, the "**Relocation**") of the Premises (or a portion thereof) and/or the Wireless Facility (or a portion thereof), the District shall have the right to send a written notice ("**Relocation Notice**") to Lessee to relocate the Premises (or a portion thereof) and/or the Wireless Facility (or a portion thereof), to another structure on the District Property or upon a replacement of the Water Tank (the "**Alternate Site**") that is reasonably similar in height to the existing Water Tank. The Relocation Notice shall specify the date of the Relocation which must be at least twelve (12) months subsequent to the effective date of the Relocation Notice. In the event that Lessee deems that the recommended Alternate Site is unsuitable for Lessee's purposes hereunder, Lessee shall have the right to terminate this Lease upon notice to the District not less than one (1) month prior to the planned Relocation date. Further, upon Lessee's request, the Parties shall work in good faith to allow Lessee to place and use a Temporary Coverage Solution (as defined below) in a mutually agreed upon location at the Property during any relocation, and/or, in the event Lessee determines

the Alternate Site is not suitable, as may be necessary to accommodate Lessee's ongoing use of the Property after any applicable Relocation date for up to six (6) months thereafter. Any use of a Temporary Coverage Solution shall be subject to all applicable local, state and federal regulations applicable thereto and any relevant terms and conditions of this Lease. Lessee shall not be required to permanently relocate its equipment to an Alternate Site more than one (1) time during the Term; provided no such limitation shall be made upon Temporary Relocations required for maintenance and upkeep of the Water Tank pursuant to subsection (c) below. Lessee shall pay all costs for relocating Lessee's equipment to the Alternate Site or the Temporary Coverage Solution. "Temporary Coverage Solution" means a "cell on wheels" or a functionally equivalent mobile structure or other interim cell siting arrangement and all equipment necessary or advisable for the operation thereof.

(c) Upon request of the District, Lessee agrees to relocate its Wireless Facility (or one or more portion thereof) on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of the District performing maintenance, repair or similar work at the Water Tank or the District Property, provided:

- (i) The Temporary Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;
- (ii) the District gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate (except in the event of an emergency, in which case the District shall provide as much notice as is reasonably feasible based upon the circumstances, and in which event the District will, upon Lessee's request, coordinate with Lessee to facilitate the use of a Temporary Coverage Solution during the Period of such Temporary Relocation);
- (iii) Lessee's use at the Premises is not interrupted or diminished during the relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation (which temporary installation must be removed by Lessee after completion of such Temporary Relocation and Lessee returning to its original location);
- (iv) Upon the completion of any maintenance, repair or similar work by the District, Lessee is permitted to return to its original location from the temporary location with all reasonable costs incurred by Lessee for the same being paid by the District.

#### 10. UTILITIES.

(a) Lessee shall be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, water, gas, telephone service and any other utility used or consumed by Lessee. The District will not be responsible for interference with, interruption of or failure, beyond the reasonable control of the District, of such utility services furnished or supplied by the District.

(b) Lessee shall have the right to install new or improve present utilities on the Leased Property, at Lessee's expense, reasonably necessary to carry on any Permitted Use.

(c) Lessee shall furnish and install, at Lessee's sole cost and expense, an electrical meter at the Premises for the measurement of electrical power used by Lessee's installation.

(d) The Parties acknowledge and agree that independent third-party providers of utility services, including but not limited to, fiber, gas, electric and telephone, shall be provided with reasonable access over the District Property to permit connection by Lessee at a point located within the License Areas.

11. **TAXES.** Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the District Property which is the result of any use of the Premises by Lessee.

12. **ENVIRONMENTAL.**

(a) Lessee shall not cause or permit any Hazardous Material to be used, stored, generated, or disposed of on or in the Premises or the District Property by Lessee, Lessee's agents, employees, contractors, or invitees except in conformity with all applicable laws. If Hazardous Materials are used, stored, generated, or disposed of on or in the Premises or the District Property, or if the Premises or the District Property become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify, defend, and hold harmless the District, its officers, directors, trustees, shareholders, members, partners, employees, and agents from any and all claims demands, causes of action, damages, fines, judgments, penalties, costs, liabilities, expenses or losses of whatever kind or nature, known or unknown, contingent or otherwise, to the extent arising during or after the Term and to the extent arising as a result of that contamination by Lessee. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Material on the Premises or the District Property and the presence of such Hazardous Material results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises or the District Property to the condition existing prior to the presence of any such Hazardous Material on the Premises or District Property. Lessee shall first obtain the District's approval for any such remedial action. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision arising from such environmental condition caused by Lessee. The provisions of this subsection 12(a) shall be in addition to any other obligations and liabilities may have to the District at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

(b) Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material does or may pollute or contaminate the same, or may adversely affect (i) the health, welfare, or safety of persons, whether located on the Premises, District Property, or elsewhere, (ii) the condition, use or enjoyment of the Premises, District Property, or any other real or personal property; or (iii) the quality and quality of the District's water supply.

(c) Due to the nature and purpose of the District Property, including the Water Tank, as a public water purveyor and distributor, Lessee expressly acknowledges the importance of maintaining, protecting, and preventing any change in the quality and quantity of the water located and stored at the District Property ("**District Water**"). In the event that Lessee's use of the

Premises results in any change in the quality and/or quantity of District Water due to a discharge, leak, or emission of any potential pollutant or contaminant, in addition to the remedial actions provided in subsection (a) above, Lessee also agrees to undertake all best efforts necessary to restore the quality and quantity of District Water or fully compensate the District for costs of scouring and supplying replacement water to fulfill the District's obligations as a local water purveyor. Following a change in quality and/or quantity of District Water attributable to Lessee, Lessee shall conduct or cause to be conducted at Lessee's sole expense, tests of the District Water by an independent testing laboratory approved in writing by the District for the entire array of chemicals and agents utilized by Lessee in its use and occupancy of the Premises and continue periodic testing of District Water until District Water is deemed safe for human consumption under the applicable federal, state, and/or local drinking water standards. Lessee shall provide the District complete copies of any such test results and data at Lessee's sole cost and expense.

(d) As used herein, the term "**Hazardous Material**" shall mean any substance that is toxic, ignitable, reactive, or corrosive and that is now or hereafter regulated by any local government, the state where the Property is located, or the United States Government, including without limitation, asbestos, polychlorobiphenyls (PCBs), perfluoroalkyl and polyfluoroalkyl substances (PFAS), petroleum products or distillates, any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local Law.

(e) The District understands and agrees that notwithstanding anything contained in this Lease to the contrary, except to the extent directly attributable to Lessee, in no event shall Lessee have any liability whatsoever with respect to any claim related to Hazardous Material that was on, about, adjacent to, under or near the District Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property by Landlord, its agents, employees, contractors or invitees.

13. **TITLE; QUIET ENJOYMENT**. The District represents that it is the owner in fee simple of the District Property and the Premises and the District has the right to grant the rights set forth in this Lease. Upon paying Rent and performing Lessee's obligations hereunder, Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

14. **ASSIGNMENT/SUBLEASE**. Except with the prior written consent of the District, which consent will not be unreasonably withheld, conditioned or delayed, Lessee shall not transfer nor assign this Lease or any rights hereunder, nor sublet and/or sublicense the Premises or License Areas, as applicable, or any portion of the District Property, nor grant any interest, privilege or license whatsoever in connection with this Lease. Any such action taken without the express written approval, assignment and assumption of Lease by assignee will constitute a violation of this Lease by Lessee and a trespass by any sublessee of Lessee or assignee. If the District consents to an assignment by Lessee, or any sublease and/or sublicense by Lessee to a third-party, Lessee shall remain liable for all obligations provided herein.

Notwithstanding the foregoing, Lessee may assign or transfer some or all of its rights and/or obligations under the Lease to: (i) an Affiliate (as defined below); (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets or stock; and/or

(iii) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment or transfer shall not be considered an assignment under this Section 14 requiring consent and the District shall have no right to delay, alter or impede such assignment or transfer. For clarity, and the avoidance of doubt, neither: (a) a change in ownership of Lessee as a result of a merger, consolidation or reorganization; nor (b) the sale of all or substantially all of the assets of Lessee, shall be considered an assignment under this Section 14 requiring the District's consent. "Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity.

Should the District, at any time during the Term, sell or transfer all or any part of the Premises or the Water Tank thereon to a purchaser other than Lessee, then, in such instance, such transfer shall be subject to this Lease and the District shall take commercially reasonable efforts to require any such purchaser or transferee to recognize Lessee's rights under the terms of this Lease in a written instrument signed by the District and the third party transferee. Notwithstanding the foregoing, the District shall not be required to obtain such written instrument for any transfer to any governmental entity or quasi-governmental entity.

15. **INDEMNIFICATION.** Except to the extent caused by the breach of this Lease by the District or the negligence or willful misconduct of the District, its officers, agents, employees, contractors, or any other person or entity for whom the District is legally responsible, Lessee agrees to indemnify, defend and hold the District harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from (i) Lessee's installation, use, maintenance, repair or removal of the Wireless Facility, (ii) Lessee's use, maintenance, and occupancy of the Premises (collectively (i) and (ii) are hereinafter referred to as "Lessee's Use"), or (iii) Lessee's breach of any provision of this Lease. The foregoing provisions shall be in addition to any other indemnities granted by Lessee in favor of the District under this Lease, and shall survive any termination or expiration of this Lease.

The absence of the District's indemnity to Lessee under this Lease shall not be construed to limit or waive any statutory or legal rights in equity or at law that Lessee may have against the District for (i) the negligent, willful or intentional acts or omissions of the District its officers, agents, employees, contractors, or any other person or entity for whom the District is legally responsible, in connection with this Lease; (ii) the District's breach of this Lease; or (iii) a breach of any representation, warranty or covenant of the District contained or incorporated in this Lease.

16. **INSURANCE.** Lessee, at its own expense, shall maintain in full force and effect for the duration of the Lease Term a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, insuring both the District and Lessee against all liability arising out of Lessee's use, occupancy, or maintenance of the Premises, which policy shall be endorsed as a primary insurance to the District. Any such policy shall contain a provision for a thirty (30) days' notice of cancellation to the

District; there will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation. The Parties agree and hereby waive and release any and all rights of action for negligence against the other Party which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by the Parties concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

Throughout the Term, the District shall maintain, at the District's sole cost and expense, Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance required of the District hereunder may be maintained by a blanket or master policy that includes properties other than the District Property.

17. **TERMINATION**. This Lease may be terminated, without penalty or further liability, as follows:

(a) By Lessee upon written notice to the District, if the Lessee is unable to obtain or maintain any Government Approvals necessary for the construction or operation of any Permitted Use at the Premises prior to the expiration of the Approvals Period; or

(b) By Lessee upon not less than sixty (60) days' prior written notice to the District for any reason or no reason, so long as Lessee pays the District a termination fee equal to six (6) months' Base Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Lessee under any termination right provided under any other section of this Lease.

18. **HOLDOVER**. In the event that Lessee does not vacate the Premises and continues to use and occupy the Premises after the expiration of the Term ("**Holdover**"), in addition to the remedies available to the District under this Lease, Lessee shall pay the District Base Rent for any duration beyond the Term for which Lessee is a Holdover at a rate of one hundred and twenty-five percent (125%) of the applicable monthly Base Rent in effect at the end of the Term. In no event shall any Holdover be granted or have reinstated any leasehold rights or any right to remain in occupancy for any period of time due to the Holdover's payment for use and occupancy under this section and the District's acceptance thereof.

19. **REMOVAL AND RESTORATION**. The Wireless Facility and any other property brought onto the District Property by Lessee will be and remain Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. The District covenants and agrees that no portion of the Wireless Facility constructed, erected, or placed on the District Property by Lessee will become, or be considered as being affixed or a part of, the District Property, it being the specific intention of the District that all improvements of every kind and nature constructed, erected, or placed by Lessee on the District Property will be and remain the personal property of Lessee and may be removed by Lessee at any time during, or at the end of,

the Term. Lessee shall repair any damage to the Premises, the Water Tank or the District Property resulting from Lessee's removal activities. In the event that any portion of the Wireless Facility, or any other property of Lessee, is not removed within sixty (60) days after the later of the end of the Term, termination of this Lease, or cessation of Lessee's operation of the Wireless Facility, the District may send notice to Lessee of such failure to remove and if not removed within thirty (30) days of such notice, such shall be deemed abandoned and may be removed by the District at Lessee's sole cost and expense which actual and reasonable costs shall become due and payable thirty (30) days after Lessee's receipt of an invoice therefore from the District.

20. **CONDEMNATION** In the event of any condemnation of all of the District Property or the entirety of the Premises, this Lease shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, Lessee, in Lessee's sole discretion, is unable to use the Premises for the purposes intended hereunder, or such condemnation may reasonably be expected, in Lessee's reasonable determination, to disrupt Lessee's operations at the Premises for more than one-hundred-twenty (120) days, Lessee may, at its option, to be exercised in writing within thirty (30) days after the condemning authority shall have taken possession, terminate this Lease as of the date the condemning authority takes such possession. All compensation awarded for any condemnation (or the proceeds of private sale in lieu thereof) shall be the property of the District and Lessee hereby assigns all of its interest in any such award to the District. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Lease is not terminated by reason of such condemnation, the District shall promptly repair any damage to the Premises caused by such condemning authority to the extent of condemnation proceeds (excluding any proceeds for land) actually received. The parties shall each be entitled to pursue their own separate awards in the condemnation proceeds provided that any award to Lessee may not reduce any potential award to the District.

21. **CASUALTY** In the event of damage by fire or other casualty to the Premises that cannot be reasonably be expected to be repaired within one-hundred-twenty (120) days following same or, if the Water Tank or District Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's Permitted Uses at the Premises for more than one-hundred-twenty (120) days, then Lessee may, at any time following such fire or other casualty, provided the District has not completed the restoration required to permit Lessee to resume Permitted Uses at the Premises, terminate this Lease upon thirty (30) days prior written notice to the District. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, Base Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's Permitted Uses of the Premises is impaired.

22. **SECURITY.** The Parties recognize and agree that Lessee shall have the right to safeguard and protect its Ground Equipment. Lessee may elect, at its expense, to construct such enclosures and/or fences as Lessee reasonably determines to be necessary to secure the Ground Space and Ground Equipment, provided that such enclosures and/or fencing does not interfere with the District's access to, use of, or operations on the District Property or Water Tank.

23. **DEFAULT.**

- (a) For the purpose of this Lease, a "**Default**" shall mean any breach of this Lease which goes uncured within the applicable cure periods and extensions, if any. The failure of either Party to perform any of its obligations pursuant to this Lease shall constitute a Default.
- (b) Except as provided in subsection (c) below for monetary default, the non-defaulting Party shall give the defaulting Party written notice of such Default, and the defaulting Party shall cure such Default within thirty (30) days after receipt of such notice. In the event any such Default cannot reasonably be cured within such thirty (30) day period, if the defaulting Party shall proceed promptly after the receipt of such notice to cure such Default, and shall pursue curing such Default with due diligence, then the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting Party. A Party may not maintain an action to pursue any of the remedies available at law or under this Lease for Default against a defaulting Party unless and until the defaulting Party has failed to cure the breach within the time periods provided in this section.
- (c) If either Party is in default under this Lease for a period of twenty (20) business days following receipt of notice from the other Party with respect to a default which may solely be cured by the payment of money, the non-defaulting Party may pursue any of the remedies available to the non-defaulting Party at law, in equity, or under this Lease for Default against the defaulting Party. Notwithstanding the foregoing, the District shall only be required to provide Lessee with two (2) notices of default in any given calendar year with respect to Lessee's failure to pay any sums becoming due and owing, and if any subsequent non-payment by Lessee occurs in such calendar year, the District may proceed to any of the remedies available without providing any further notice or cure; provided however, the second notice shall include the following (in all caps and bold font): "**LESSEE IS HEREBY ON NOTICE THAT THIS IS THE SECOND NOTICE OF FAILURE BY LESSEE TO MAKE TIMELY PAYMENT IN THE CURRENT CALENDAR YEAR, AND IF LESSEE AGAIN FAILS TO MAKE TIMELY PAYMENT DURING THIS CALENDAR YEAR, LESSEE SHALL BE IN DEFAULT WITHOUT FURTHER NOTICE OR GRACE PERIOD.**"

24. **REMEDIES.** Should the defaulting Party fail to cure a default under this Lease, the non-defaulting Party shall have all remedies available either at law or in equity, including the right to terminate this Lease.

25. **NOTICE OF LEASE.** The Parties agrees to execute a notice of this Lease, consistent with the requirements of Connecticut General Statutes Section 47-19, and thereafter record such notice in the City of Norwalk land records. Upon expiration or earlier termination of this Lease, Lessee shall execute within thirty (30) days after the District's written request, an instrument terminating such notice of Lease (which obligation shall survive expiration or termination of this Lease).

26. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered 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. Notices will be addressed to the parties hereto as follows:

If to Lessee:           Dish Wireless L.L.C.  
                              Attn: Lease Administration  
                              5701 South Santa Fe Drive  
                              Littleton, CO 80120

If to District:           First Taxing District of the City of Norwalk  
                              Attn: Manager  
                              12 New Canaan Avenue  
                              Norwalk, Connecticut 06851

With a copy to:       Pullman & Comley LLC  
                              90 State House Square  
                              Hartford, CT 06103  
                              Attn: M. A. Ceccorulli, Esq.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

27. **ESTOPPEL CERTIFICATES.** Lessee, at any time, and from time to time, upon thirty (30) days' notice from the District, shall execute, acknowledge and deliver to the District, and/or to any other person, firm or corporation specified by the District, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any known default by the District under this Lease, and, if so, specifying each such default.

28. **MECHANICS' LIENS.** If any mechanic's, laborer's or materialman's lien shall be filed against any portion of the District Property on account of services performed in or on the District Property by Lessee or Lessee's contractors, subcontractors, mechanics, laborers, suppliers or any other person or entity, Lessee, within thirty (30) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit bond, order of court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the District may, but shall not be obligated to, discharge the same by paying the amount claimed to be due. Any amount so paid by the District and all costs and expenses incurred by the District in connection therewith, together with interest

thereon at the rate of twelve (12%) percent per annum from the respective dates of the District's making of the payment or incurring of the cost and expense shall constitute additional rent payable by Lessee under this Lease and shall be paid by Lessee to the District within thirty (30) days of demand.

29. **INSPECTION.** The District or its authorized agents shall at all reasonable times, upon twenty-four (24) hours prior notice, have the right to enter the Premises to inspect the same with a representative of Lessee. The District reserves the right to enter the Premises from time to time upon prior notice for the purposes of performing maintenance, repairs and improvements to the Water Tank and the District Property, provided the District shall take no action that will knowingly interfere with the performance of the Wireless Facility.

30. **WAIVERS.** Lessee represents, warrants and acknowledges that the transaction of which this Lease is a part is a "commercial transaction" as defined by the statutes of the State of Connecticut. THE LESSEE HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a ET SEQ. AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES. THE LANDLORD MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. THE LESSEE FURTHER CONSENTS TO THE ISSUANCE OF ANY PREJUDGMENT REMEDIES WITHOUT A BOND AND AGREES NOT TO REQUEST OR FILE MOTIONS SEEKING TO REQUIRE THE POSTING OF A BOND UNDER PUBLIC ACT 93-431 IN CONNECTION WITH THE LANDLORD'S EXERCISE OF ANY PREJUDGMENT REMEDY.

31. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Lease cannot be amended, modified or revised unless done in writing and signed by District and Lessee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Lease or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Limitation of Liability.** Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Lessee and District each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(c) **Compliance with Law.** Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations applicable to Lessee's Permitted Use of the Premises and the District Property.

(d) **Bind and Benefit.** The terms and conditions contained in this Lease will run with the Premises and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers,

negotiations and agreements with respect to the subject matter of this Lease. Except as otherwise stated in this Lease, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Lease and the transactions it contemplates.

(f) **Governing Law.** This Lease will be governed by the laws of the state of Connecticut and without regard to any existing or potential conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted the Lease; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Lease is held invalid, illegal or unenforceable, the remaining provisions of this Lease shall remain in full force if the overall purpose of the Lease is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(h) **Survival.** Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

(i) **Submission of Agreement.** The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Lease shall only become effective as a binding Lease upon the handwritten legal execution, acknowledgment and delivery hereof by the District and Lessee.

(j) **Counterparts.** This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(k) **Attorneys' Fees.** In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters.

(l) RESERVED.

(m) **Further Acts.** Upon request, both Parties will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as the other Party may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Lease and all transactions and Permitted Use contemplated by this Lease.

(n) **Force Majeure.** District shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by causes beyond its control, including labor disputes, civil commotion, hostilities, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, financing or services, pandemics (such as the Covid-19 pandemic) and acts of God (sometimes referred to herein as "**Force Majeure**"). Lessee shall similarly be excused for Force Majeure delay in the performance of any obligation hereunder, provided that nothing contained in this Section shall be deemed to excuse or permit any delay in the payment of Base Rent or any additional amount due hereunder, or any delay in the cure of any default which may be cured by the payment of money.


32. **INTERFERENCE.** Prior to or concurrent with the execution of this Agreement, the District has provided or will provide Lessee with a list of radio frequency user(s) and frequencies used on the District Property as of the Effective Date. Lessee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the District Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event any Lessee's equipment causes such interference, and after the District has notified Lessee in writing of such interference, Lessee shall provide the District with a report containing (i) a remediation plan to abate or eliminate the interference; (ii) an estimate of the time required to complete such interference abatement; (iii) additional information that may assist the District or other frequency user(s) in conducting their respective activities pending completion of interference abatement. Lessee will take all steps necessary to correct and eliminate the interference, including but not limited to powering down such equipment and later powering up such equipment for intermittent testing. If Lessee cannot abate or eliminate the interference, Lessee shall either remove or relocate its equipment to an alternative location that does not cause interference with the District's systems or Lessee may otherwise terminate this Lease by written notice to the District and Lessee shall have no further liability hereunder from and after the date of such termination. In no event will the District be entitled to terminate this Lease or relocate the equipment as long as Lessee is making a good faith effort to remedy the interference issue. The District agrees that the District and/or any other tenants or licensees of the District Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then existing equipment of Lessee. Notwithstanding the foregoing, the District shall, at all times, be allowed to utilize the District Property for its intended purposes and any interference caused by the use of equipment, or operations by, the District or other governmental or quasi-governmental entities on the District Property shall not be deemed a material breach hereunder.

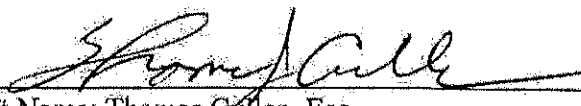
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IN WITNESS WHEREOF, the parties have caused this Lease to be effective as of the Effective Date.

DISTRICT:

THE FIRST TAXING DISTRICT OF THE  
CITY OF NORWALK

By:   
Print Name: Jalin T. Sead  
Its: Chair, District Commissioner  
Date: 9/26/2023

By:   
Print Name: Thomas Cullen, Esq.  
Its: District Commissioner  
Date: 9/26/2023

By:   
Print Name: Elsa Peterson Obuchowski  
Its: District Commissioner  
Date: 9/26/2023

LESSEE:

DISH WIRELESS L.L.C

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### District Property

All that certain tract or parcel of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, in area 46,131 square feet, and shown and delineated as parcel 3 on a certain map which has been approved by the Planning Commission and by the Common Council of the City of Norwalk and is on file in the office of the Town Clerk of the Town of Norwalk, and is entitled "Map of Property Prepared For Sidney I. Asp Norwalk, Conn. Scale 1"=30' Feb. 22, 1960 Revised Feb. 25, 1960 By Leo Leonard, Jr., Civil Engr. & Surveyor, Norwalk, Conn.". Said parcel 3 is generally bounded northerly for a distance of 283.53 feet, more or less, by land now or formerly of Leonard and Estella Tuozzolo, by land now or formerly of Mary Tuozzolo and by land now or formerly of Vito Tuozzolo; easterly 193.51 feet by other land of Sidney I. Asp and Anne Ayres Asp; southerly 229.66 feet, more or less, by land now or formerly of Mary Caratone; and westerly 165.48 feet by land now or formerly of John U. and Anna B. O'Neill, by Filbert Road, and by land now or formerly of Vito Tuozzolo.

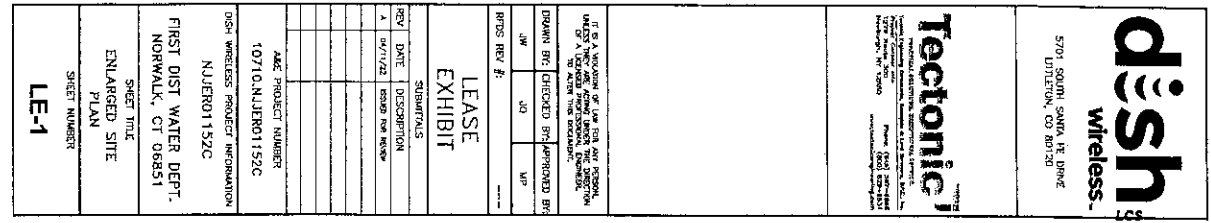




Exhibit F

Emissions Report



# PINNACLE TELECOM GROUP

Professional and Technical Services

## ANTENNA SITE FCC RF COMPLIANCE ASSESSMENT AND REPORT FOR MUNICIPAL SUBMISSION



***Prepared for:***

DISH Wireless, LLC

***Site ID:***

NJJER01152C

***Site Address:***

11 Filbert Road  
Norwalk, CT

***Latitude:***

N 41.118467

***Longitude:***

W 73.396694

***Structure type:***

Water Tower

***Report date:***

November 6, 2023

***Compliance Conclusion:***

DISH Wireless, LLC will be in compliance with the rules and regulations as described in OET Bulletin 65, following the implementation of the proposed mitigation as detailed in the report.

14 Ridgedale Avenue • Suite 260 • Cedar Knolls, NJ 07927 • 973-451-1630

# **CONTENTS**

<b>INTRODUCTION AND SUMMARY</b>	<b>3</b>
<b>ANTENNA AND TRANSMISSION DATA</b>	<b>5</b>
<b>COMPLIANCE ANALYSIS</b>	<b>11</b>
<b>COMPLIANCE CONCLUSION</b>	<b>17</b>

## **CERTIFICATION**

**Appendix A. DOCUMENTS USED TO PREPARE THE ANALYSIS**

**Appendix B. BACKGROUND ON THE FCC MPE LIMIT**

**Appendix C. PROPOSED SIGNAGE**

**Appendix D. SUMMARY OF EXPERT QUALIFICATIONS**

## **INTRODUCTION AND SUMMARY**

At the request of DISH Wireless, LLC ("DISH"), Pinnacle Telecom Group has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for proposed wireless base station antenna operations on an existing water tower located at 11 Filbert Road in Norwalk, CT. DISH refers to the antenna site by the code "NJJER01152C", and its proposed operation involves directional panel antennas and transmission in the 600 MHz, 2000 MHz and 2100 MHz frequency bands licensed to it by the FCC.

The FCC requires all wireless antenna operators to perform an assessment of potential human exposure to radiofrequency (RF) fields emanating from all the transmitting antennas at a site whenever antenna operations are added or modified, and to ensure compliance with the Maximum Permissible Exposure (MPE) limit in the FCC's regulations. In this case, the compliance assessment needs to take into account the RF effects of other existing antenna operations at the site by Verizon Wireless. Note FCC regulations require any future antenna collocators to assess and assure continuing compliance based on the cumulative effects of all then-proposed and then-existing antennas at the site.

This report describes a mathematical analysis of RF levels resulting around the site in areas of unrestricted public access, that is, at street level around the site. The compliance analysis employs a standard FCC formula for calculating the effects of the antennas in a very conservative manner, in order to overstate the RF levels and to ensure "safe-side" conclusions regarding compliance with the FCC limit for safe continuous exposure of the general public.

The results of a compliance assessment can be described in layman's terms by expressing the calculated RF levels as simple percentages of the FCC MPE limit. If the normalized reference for that limit is 100 percent, then calculated RF levels higher than 100 percent indicate the MPE limit is exceeded and there is a need to mitigate the potential exposure. On the other hand, calculated RF levels consistently below 100 percent serve as a clear and sufficient demonstration of compliance with the MPE limit. We can (and will) also describe the overall worst-case result via the "plain-English" equivalent "times-below-the-limit" factor.

The result of the RF compliance assessment in this case is as follows:

- ❑ At street level, the conservatively calculated maximum RF level from the combination of proposed and existing antenna operations at the site is 6.6898 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance. In other words, the worst-case calculated RF level – intentionally and significantly overstated by the calculations – is still more than 14 times below the FCC limit for safe, continuous exposure of the general public. DISH guidelines, and consistent with FCC guidance on rooftop compliance, it is recommended that three Caution signs and NOC Information signs be installed at the base of the water tower.
- ❑ The results of the calculations, along with the proposed mitigation, combine to satisfy the FCC requirements and associated guidelines on RF compliance at street level around the site. Moreover, because of the significant conservatism incorporated in the analysis, RF levels actually caused by the antennas will be lower than these calculations indicate.

The remainder of this report provides the following:

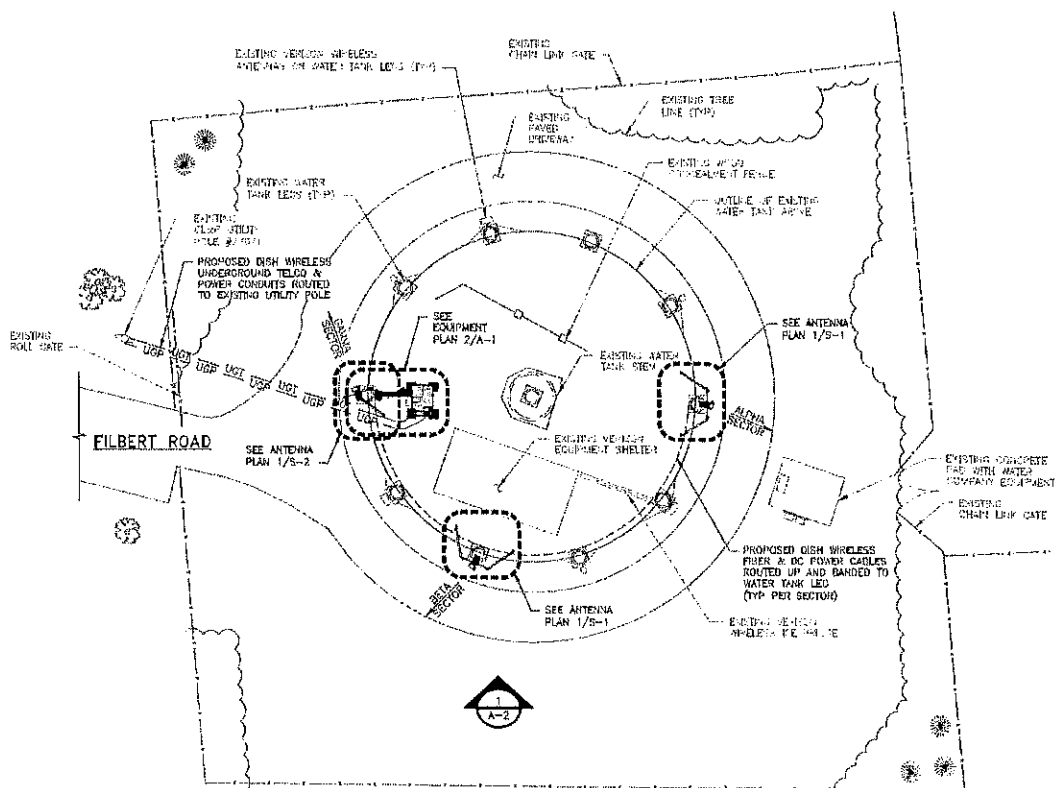
- ❑ relevant technical data on the proposed DISH antenna operations at the site, as well as on the existing Verizon Wireless antenna operations;
- ❑ a description of the applicable FCC mathematical model for calculating RF levels, and application of the relevant technical data to that model;
- ❑ analysis of the results of the calculations against the FCC MPE limit, and the compliance conclusion for the site.

In addition, four Appendices are included. Appendix A provides information on the documents used to prepare the analysis. Appendix B provides background on the FCC MPE limit. Appendix C details the proposed mitigation to satisfy the FCC requirements and associated guidelines on RF compliance. Appendix D provides a summary of the qualifications of the expert certifying FCC compliance for this site.

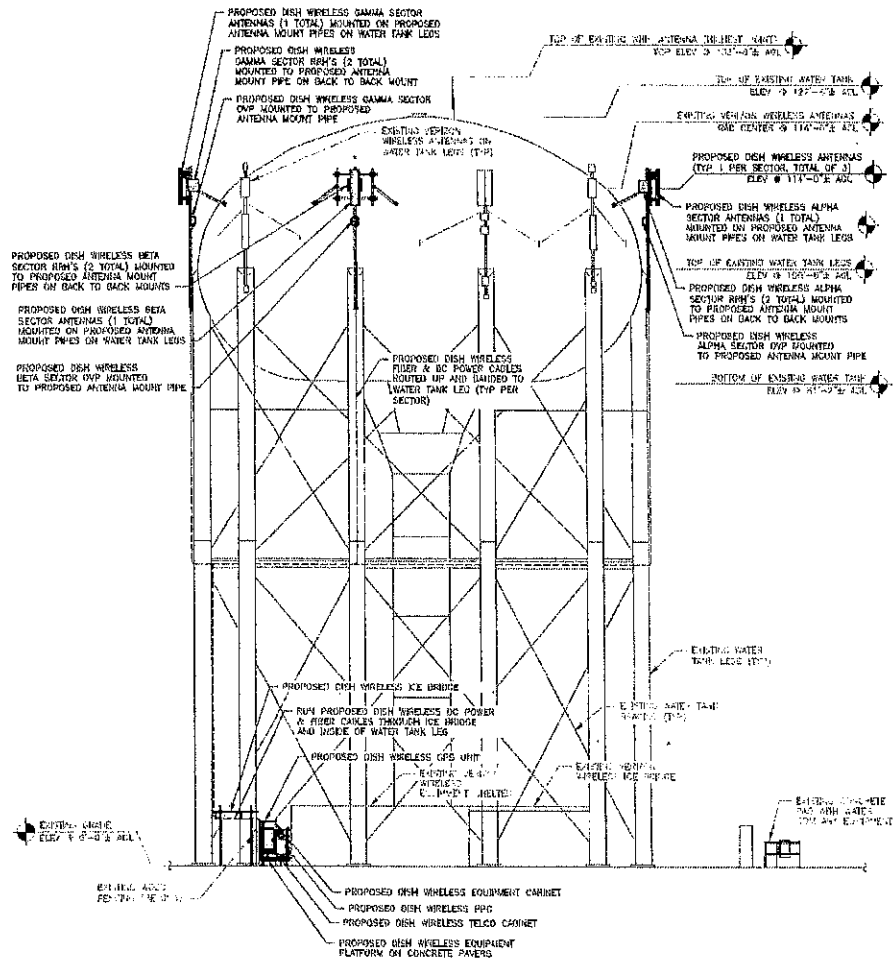
## ANTENNA AND TRANSMISSION DATA

The plan and elevation views that follow, extracted from the site drawings, illustrate the mounting positions of the DISH antennas at the site.

Plan View:



Elevation View:



The table that follows summarizes the relevant data for the proposed DISH antenna operations. Note that the "Z" height references the centerline of the antenna.

Ant ID	Carrier	Antenna Manufacturer	Antenna Model	Type	Freq (MHz)	Ant Gain (dBi)	Total Power (Watts)	Total ERP (Watts)	PLA (W)	Ant Gain (dBi)	ERP	Altitude	EDT	TDI
1	DISH	JMA Wireless	MX08FRO665-21	Panel	600	6	120	1637	114.0	11.46	68	60	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	2000	6	160	6011	114.0	16.16	62	60	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	2100	6	160	7567	114.0	16.66	64	60	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	600	6	120	1637	114.0	11.46	68	160	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	2000	6	160	6011	114.0	16.16	62	160	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	2100	6	160	7567	114.0	16.66	64	160	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	600	6	120	1637	114.0	11.46	68	260	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	2000	6	160	6011	114.0	16.16	62	260	2	0
1	DISH	JMA Wireless	MX08FRO665-21	Panel	2100	6	160	7567	114.0	16.66	64	260	2	0

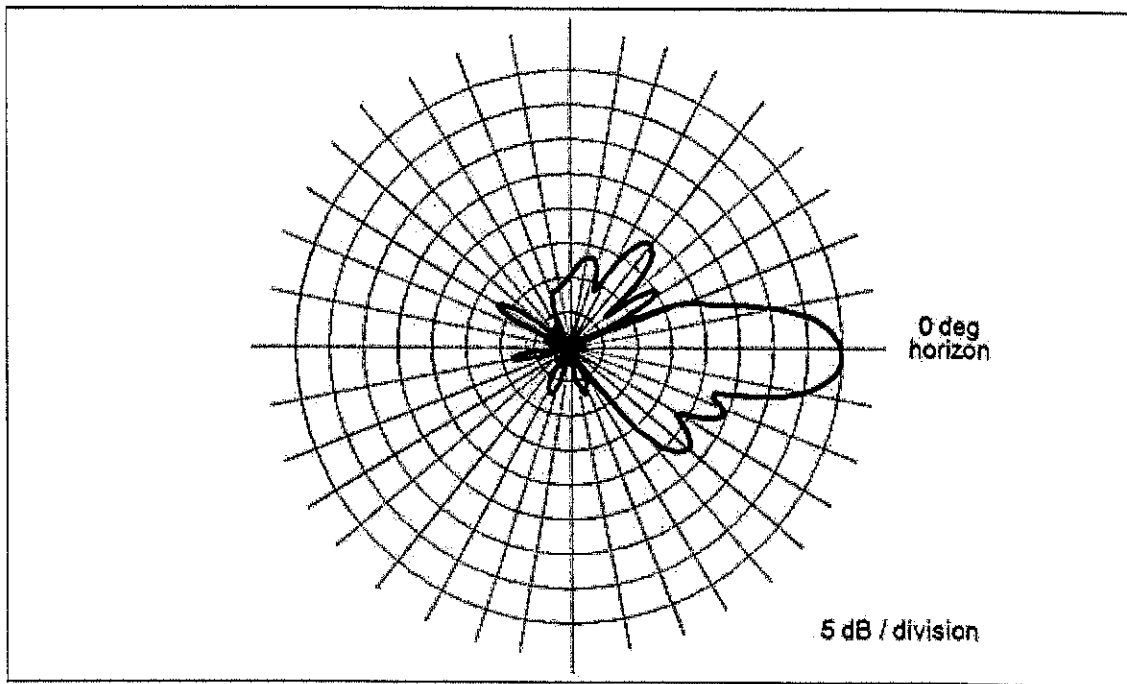
The area below the antennas, at street level, is of interest in terms of potential “uncontrolled” exposure of the general public, so the antenna’s vertical-plane emission characteristic is used in the calculations, as it is a key determinant of the relative amount of RF emissions in the “downward” direction.

By way of illustration, Figure 1 that follows shows the vertical-plane radiation pattern of the proposed antenna model in the 600 MHz frequency band. In this type of antenna radiation pattern diagram, the antenna is effectively pointed at the three o’clock position (the horizon) and the relative strength of the pattern at different angles is described using decibel units.

Note that the use of a decibel scale to describe the relative pattern at different angles actually serves to significantly understate the actual focusing effects of the antenna. Where the antenna pattern reads 20 dB the relative RF energy emitted at the corresponding downward angle is  $1/100^{\text{th}}$  of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is only  $1/1000^{\text{th}}$  of the maximum.

Finally, note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties’ depictions of the same antenna model.

Figure 1. JMA Wireless MX08FRO665-21– 600 MHz Vertical-plane Pattern



As noted at the outset, there is an existing wireless antenna operation by Verizon Wireless to include in the compliance assessment and we will conservatively assume operation with maximum channel capacity and at maximum transmitter power per channel to be used in each of its FCC-licensed frequency bands.

The table that follows summarizes the relevant data for the collocated antenna operations.

Carrier	Antenna Manufacturer	Antenna Model	Type	Freq (MHz)	Total ERP (watts)	Ant. Gain (dBi)	Altitude (ft)
Verizon Wireless	Generic	Generic	Panel	746	2400	11.76	N/A
Verizon Wireless	Generic	Generic	Panel	869	5166	12.36	N/A
Verizon Wireless	Generic	Generic	Panel	1900	5372	15.26	N/A
Verizon Wireless	Generic	Generic	Panel	2100	5625	15.46	N/A

## Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate the RF levels at various points around transmitting antennas. Different models apply in different areas around antennas, with one model applying to street level around a site, and another applying to the same height as the antennas. We will address each area of interest in turn in the subsections that follow.

### *Street Level Analysis*

At street-level around an antenna site (in what is called the "far field" of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain in the downward direction of interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna.

Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the intervening ground. Our calculations will assume a 100% "perfect", mirror-like reflection, which is the absolute worst-case scenario.

The formula for street-level compliance assessment for any given wireless antenna operation is as follows:

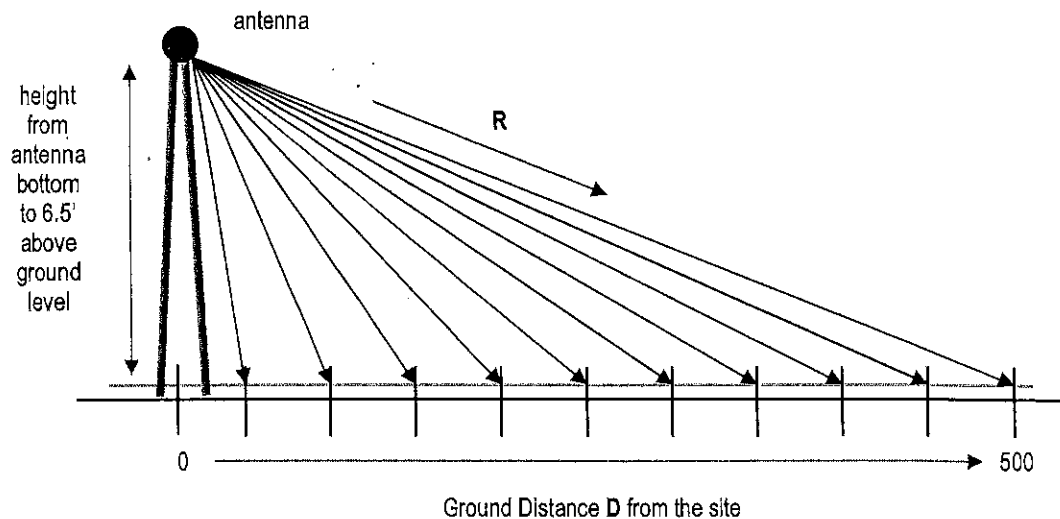
$$\text{MPE\%} = (100 * \text{Chans} * \text{TxPower} * 10^{(\text{Gmax-Vdisc}/10)} * 4) / (\text{MPE} * 4\pi * R^2)$$

where

MPE%	=	RF level, expressed as a percentage of the MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
Chans	=	maximum number of RF channels per sector
TxPower	=	maximum transmitter power per channel, in milliwatts

- $10^{(G_{\max}-V_{\text{dlsr}}/10)}$  = numeric equivalent of the relative antenna gain in the downward direction of interest; data on the antenna vertical-plane pattern is taken from manufacturer specifications  
 4 = factor to account for a 100-percent-efficient energy reflection from the ground, and the squared relationship between RF field strength and power density ( $2^2 = 4$ )  
 MPE = FCC general population MPE limit  
 R = straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2, below.



**Figure 2. Street-level MPE% Calculation Geometry**

It is popularly understood that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antenna.

Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site. As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled and, as a result, the RF levels generally decrease with increasing distance. In any case, the RF levels more than 500 feet from a wireless antenna site are well understood to be sufficiently low to be comfortably in compliance.

According to the FCC, when directional antennas (such as panels) are used, compliance assessments are based on the RF effect of a single (facing) antenna sector, as the effects of directional antennas pointed away from the point(s) of interest are considered insignificant. If the different parameters apply in the different sectors, compliance is based on the worst-case parameters.

Street level FCC compliance for a collocated antenna site is assessed in the following manner. At each distance point along the ground, an MPE% calculation is made for each antenna operation (including each frequency band), and the sum of the individual MPE% contributions at each point is compared to 100 percent, the normalized reference for compliance with the MPE limit. We refer to the sum of the individual MPE% contributions as "total MPE%", and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the FCC limit and represents non-compliance and a need to mitigate the potential exposure. If all results are consistently below 100 percent, on the other hand, that set of results serves as a clear and sufficient demonstration of compliance with the MPE limit.

Note that the following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antennas are assumed to be operating continuously at maximum power and maximum channel capacity.
2. The power-attenuation effects of shadowing or other obstructions to the line-of-sight path from the antenna to the point of interest are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6'6" human and performing the calculations from the bottom (rather than

- the centerline) of each operator's lowest-mounted antenna, as applicable.
4. The calculations also conservatively take into account, when applicable, the different technical characteristics and related RF effects of the use of multiple antennas for transmission in the same frequency band.
  5. The RF exposure at ground level is assumed to be 100-percent enhanced (increased) via a "perfect" field reflection from the intervening ground.

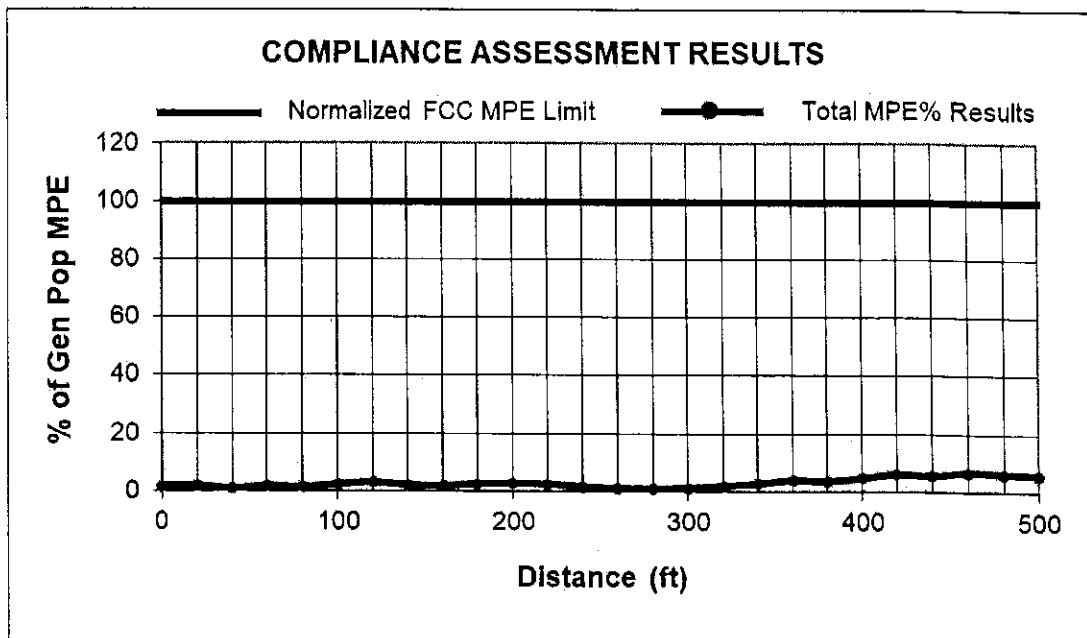
The net result of these assumptions is to intentionally and significantly overstate the calculated RF levels relative to the levels that will actually result from the antenna operations – and the purpose of this conservatism is to allow very "safe-side" conclusions about compliance.

The table that follows provides the results of the MPE% calculations for each antenna operation, with the overall worst-case calculated result highlighted in bold in the last column. Note that the transmission parameters for each DISH antenna sector are identical, and the calculations reflect the worst-case result for any/all sectors.

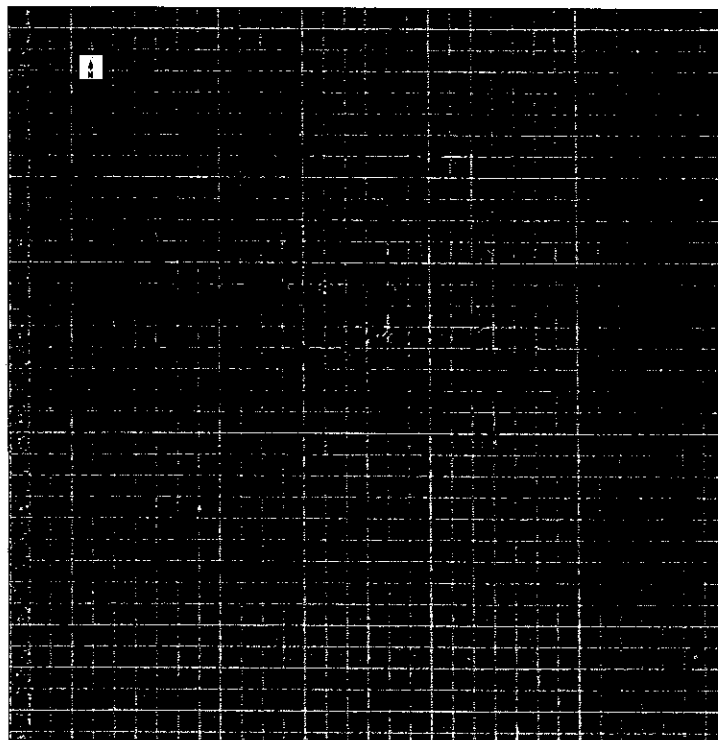
Ground Distance (ft)	DISH 600 MHz MPE%	DISH 2000 MHz MPE%	DISH 2100 MHz MPE%	Verizon Wireless MPE%	Total MPE%
0	0.0446	0.0021	0.0003	1.5472	1.5942
20	0.0868	0.0037	0.0049	1.5970	1.6924
40	0.1806	0.0134	0.0391	0.6082	0.8413
60	0.0775	0.0381	0.1137	1.4636	1.6929
80	0.0457	0.2129	0.0441	0.9657	1.2684
100	0.2055	0.1779	0.3717	1.4734	2.2285
120	0.2864	0.2456	0.2953	2.1245	2.9518
140	0.1667	0.0574	0.1863	1.6117	2.0221
160	0.0750	0.0248	0.0043	1.6034	1.7075
180	0.0357	0.0040	0.0627	2.3275	2.4299
200	0.0279	0.0789	0.0321	2.5197	2.6586
220	0.0210	0.0734	0.1249	2.1329	2.3522
240	0.0116	0.0139	0.0723	1.3814	1.4792
260	0.0100	0.0851	0.0236	0.8907	1.0094
280	0.0172	0.1101	0.0663	0.6858	0.8794
300	0.0323	0.0931	0.1056	0.9021	1.1331
320	0.0568	0.0513	0.1051	1.5201	1.7333
340	0.0915	0.0163	0.0696	2.4270	2.6044
360	0.1360	0.0043	0.0307	3.6501	3.8211
380	0.1906	0.0041	0.0096	3.2981	3.5024
400	0.2533	0.0033	0.0031	4.3674	4.6271
420	0.3220	0.0066	0.0020	5.7197	6.0503
440	0.2949	0.0060	0.0018	5.2342	5.5369
<b>460</b>	<b>0.3623</b>	<b>0.0235</b>	<b>0.0090</b>	<b>6.2950</b>	<b>6.6898</b>
480	0.3340	0.0217	0.0083	5.8007	6.1647
500	0.3980	0.0505	0.0296	5.3366	5.8147

As indicated, the maximum calculated overall RF level is 6.6898 percent of the FCC MPE limit – well below the 100-percent reference for compliance.

A graph of the overall calculation results, provided on the next page, perhaps provides a clearer *visual* illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation results shows an obviously clear, consistent margin to the FCC MPE limit.



The graphic output for the areas at street level surrounding the site is reproduced below.



## **Compliance Conclusion**

According to the FCC, the MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and safe.

The conservative analysis in this case shows that the maximum calculated RF level from the combination of proposed and existing antenna operations at street level around the site is 6.6898 percent of the FCC general population MPE limit. Per DISH guidelines, and consistent with FCC guidance on compliance, it is recommended that three Caution signs and NOC Information signs be installed at the base of the water tower.

The results of the calculations, along with the described RF mitigation, combine to satisfy the FCC's RF compliance requirements and associated guidelines on compliance.

Moreover, because of the extremely conservative calculation methodology and operational assumptions we applied in the analysis, RF levels actually caused by the antennas will be significantly lower than the calculation results here indicate.

## CERTIFICATION

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.



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Daniel J. Collins  
Chief Technical Officer  
Pinnacle Telecom Group, LLC

11/6/23

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Date

## **Appendix A. DOCUMENTS Used to Prepare the Analysis**

**RFDS:** RFDS-NJJER01152C-Preliminary-20220429-v.1\_20220429111517

**CD:** NJJER01152C\_PrelimCD\_20230105085829

## Appendix B. Background on the FCC MPE Limit

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

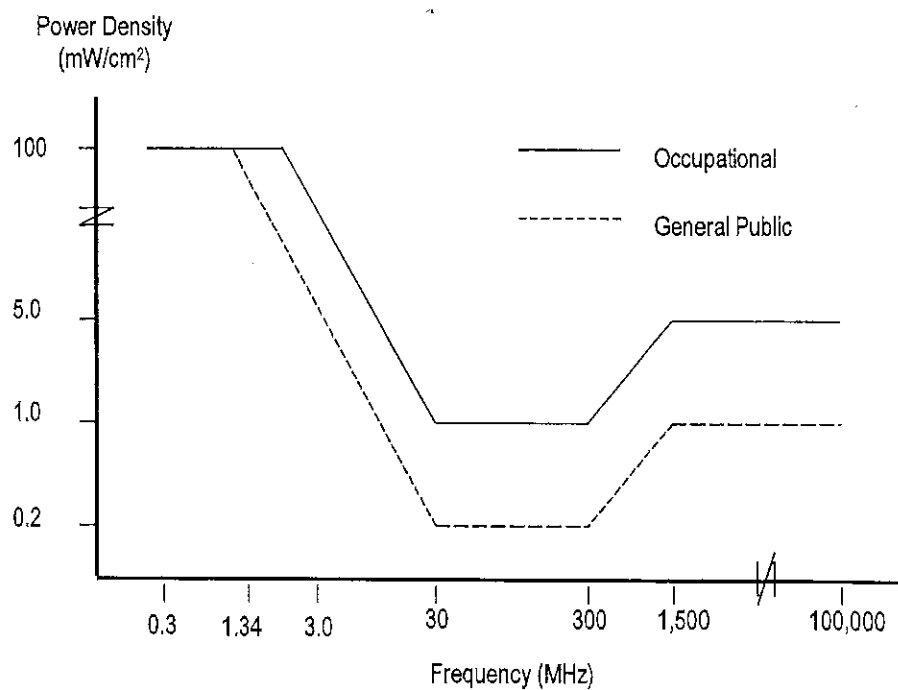
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm<sup>2</sup>). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm<sup>2</sup> reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm <sup>2</sup> )	General Public Exposure (mW/cm <sup>2</sup> )
0.3 - 1.34	100	100
1.34 - 3.0	100	$180 / F^2$
3.0 - 30	$900 / F^2$	$180 / F^2$
30 - 300	1.0	0.2
300 - 1,500	$F / 300$	$F / 1500$
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC "categorically excludes" all "non-building-mounted" wireless antenna operations whose mounting heights are more than 10 meters (32.8 feet) from the routine requirement to demonstrate compliance with the MPE limit, because such operations "are deemed, individually and cumulatively, to have no significant effect on the human environment". The categorical exclusion also applies to *all* point-to-point antenna operations, regardless of the type of structure they're mounted on. Note that the FCC considers any facility qualifying for the categorical exclusion to be automatically in compliance.

In addition, FCC Rules and Regulations Section 1.1307(b)(3) describes a provision known in the industry as "the 5% rule". It describes that when a specific location – like a spot on a rooftop – is subject to an overall exposure level exceeding the applicable MPE limit, operators with antennas whose MPE% contributions at the point of interest are less than 5% are exempted from the obligation otherwise shared by all operators to bring the site into compliance, and those antennas are automatically deemed by the FCC to satisfy the rooftop compliance requirement.

### ***FCC References on RF Compliance***

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192)*, *Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62)*, and *Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.







FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

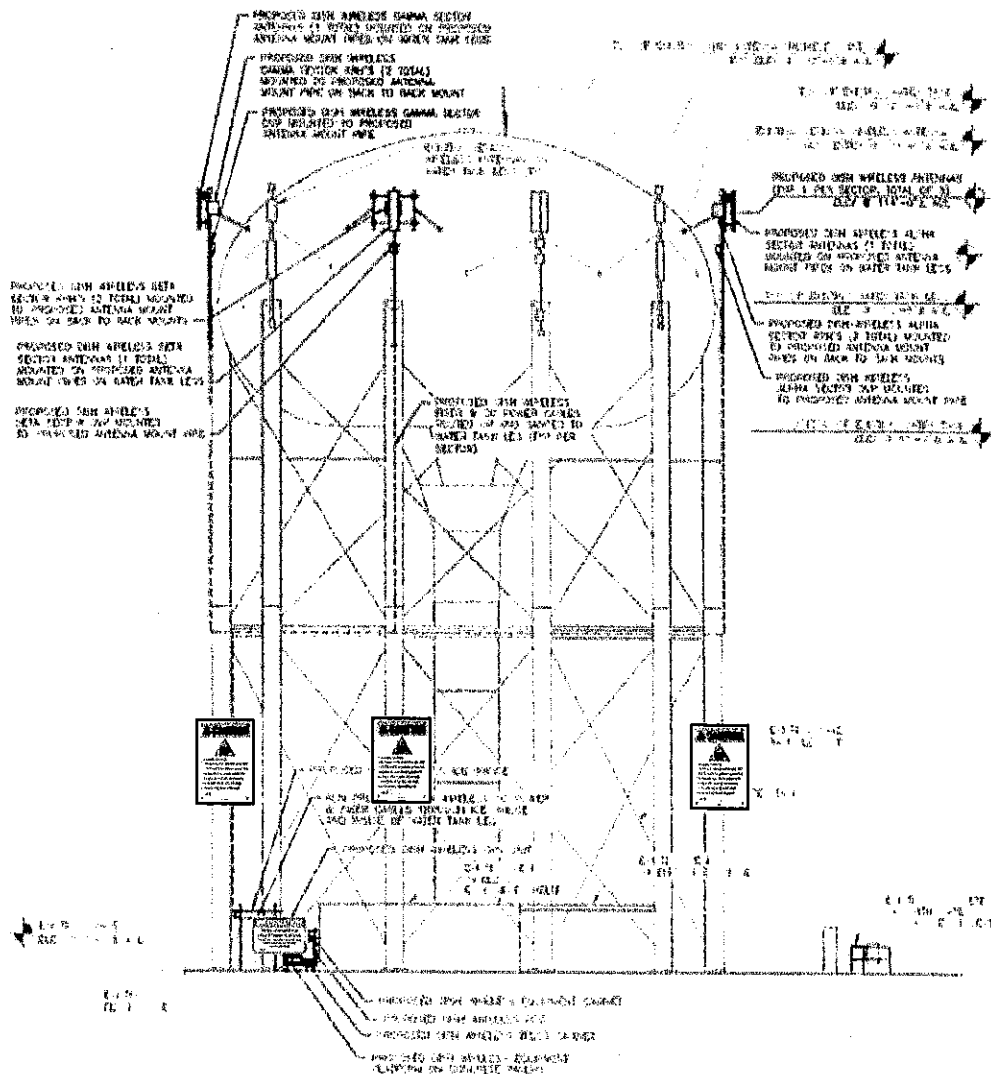
FCC Report and Order, Notice of Proposed Rulemaking, Memorandum Opinion and Order (FCC 19-126), *Proposed Changes in the Commission's Rules Regarding Human Exposure to Radiofrequency Electromagnetic Fields; Reassessment of Federal Communications Commission Radiofrequency Exposure Limits and Policies*, released December 4, 2019.

FCC Office of Engineering and Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, "Questions and Answers About Biological Effects and Potential Hazards of RF Radiation", edition 4, August 1999.

## Appendix C. Proposed Signage

<u><b>Final Compliance Configuration</b></u>								
								
	<b>GUIDELINES</b>	<b>NOTICE</b>	<b>CAUTION</b>	<b>WARNING</b>	<b>NOC INFO</b>	<b>BARRIER/MARKER</b>		
Access Point(s)	0	0	0	0	1	0		
Alpha	0	0	1	0	0	0		
Beta	0	0	1	0	0	0		
Gamma	0	0	1	0	0	0		



## Appendix D. SUMMARY of EXPERT QUALIFICATIONS

**Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC**

<b>Synopsis:</b>	<ul style="list-style-type: none"> <li>• 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure</li> <li>• Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997</li> <li>• Has provided testimony as an RF compliance expert more than 1,500 times since 1997</li> <li>• Have been accepted as an FCC compliance expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC</li> </ul>
<b>Education:</b>	<ul style="list-style-type: none"> <li>• B.E.E., City College of New York (Sch. Of Eng.), 1971</li> <li>• M.B.A., 1982, Fairleigh Dickinson University, 1982</li> <li>• Bronx High School of Science, 1966</li> </ul>
<b>Current Responsibilities:</b>	<ul style="list-style-type: none"> <li>• Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation</li> </ul>
<b>Prior Experience:</b>	<ul style="list-style-type: none"> <li>• Edwards &amp; Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99</li> <li>• Bellcore (a Bell Labs offshoot after AT&amp;T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96</li> <li>• AT&amp;T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83</li> <li>• AT&amp;T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77</li> </ul>
<b>Specific RF Safety / Compliance Experience:</b>	<ul style="list-style-type: none"> <li>• Involved in RF exposure matters since 1972</li> <li>• Have had lead corporate responsibility for RF safety and compliance at AT&amp;T, Bellcore, Edwards &amp; Kelcey, and PTG</li> <li>• While at AT&amp;T, helped develop the mathematical models for calculating RF exposure levels</li> <li>• Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms</li> </ul>
<b>Other Background:</b>	<ul style="list-style-type: none"> <li>• Author, <i>Microwave System Engineering</i> (AT&amp;T, 1974)</li> <li>• Co-author and executive editor, <i>A Guide to New Technologies and Services</i> (Bellcore, 1993)</li> <li>• National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991</li> <li>• Have published more than 35 articles in industry magazines</li> </ul>

Exhibit D

Lease Agreement

**LEASE AGREEMENT**  
(Water Tank Installation)

THIS LEASE AGREEMENT ("**Lease**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **FIRST TAXING DISTRICT OF THE CITY OF NORWALK**, a Connecticut Municipal Corporation, having an address at 12 New Canaan Avenue, Norwalk, Connecticut 06851 ("**District**"), and **DISH WIRELESS L.L.C.**, a Colorado limited liability company, with its principal offices at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 ("**Lessee**"). The District and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

**RECITALS**

**WHEREAS**, District is the owner of certain real property located at 11 Filbert Road, in the City of Norwalk, County of Fairfield and State of Connecticut more particularly described and/or depicted in **Exhibit A** attached hereto and made a part hereof (the "**District Property**"), which District Property is improved with a water tank structure ("**Water Tank**"); and

**WHEREAS**, Lessee desires to lease a portion of the ground space adjacent to the Water Tank and license certain portions of the exterior of the Water Tank for the development of a wireless communications facility (a "**Wireless Facility**"); and

**WHEREAS**, District is willing to enter into a lease with Lessee, subject to the terms and conditions set forth herein.

**NOW THEREFORE**, the Parties hereto, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, agree as follows:

1. **LEASE OF PREMISES; LICENSE OF WATER TANK SPACE.** District hereby leases to Lessee, and Lessee leases from District, approximately 100 square feet of ground space located adjacent to the Water Tank and within a fence-enclosed area on the District Property (the "**Equipment Compound**"), as more particularly shown on **Exhibit B** attached hereto and made a part hereof ("**Ground Space**"), for the installation, operation, and maintenance of wireless communications equipment associated with a Wireless Facility operated by Lessee ("**Ground Equipment**"). The foregoing leasehold is granted and demised to Lessee together with:

(a) a license to install, operate and maintain: (i) pipe-mounted antennas (the "**Antennas**") on the exterior perimeter surface of the Water Tank at a centerline height of one-hundred and fourteen (114) feet +/- above ground level with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Water Tank (the "**Antenna Space**"); and (ii) cables, wires, conduits, poles, and/or pipes and related connectors and anchors (collectively, the "**Cables**") running between the Antennas, the Ground Equipment, and that proposed point of connection to public utilities at the telco connection point identified on **Exhibit B** on the District Property (the "**Cable Space**"). The Antennas, Cables, Antenna Space and Cable Space are more particularly shown on **Exhibit B** attached hereto, and the space occupied by such Antenna Space and Cable Space as shown therein are hereinafter referred to as the "**License Areas**". If the existing utility sources located on the District Property are insufficient for Lessee's permitted use, the District agrees to grant Lessee and/or the applicable third party utility provider

the right, at Lessee's sole cost and expense, to install such utilities on, over and/or under the District Property as is reasonably necessary for Lessee's permitted use, provided that the location of such utilities shall be approved in advance by the District, such approval not to be unreasonably withheld, conditioned, or delayed and such approval not to be contingent on any additional rent or other consideration; provided, however: (i) the parties acknowledge and agree that the District may require the location of such utilities to be configured in a manner that maximizes further development of the Equipment Compound, or other considerations reasonably relevant to the District's business, and that location required by the District as a condition of approval may be determined independently of relevant economic or cost factors or of convenience to the Lessee or its contractors or utility provider(s); and (ii) the District reserves the right to condition any further rights granted to such parties upon the right or ability of the District to relocate such utilities, connections, and/or the Cable Space as needed from time to time at no cost to Lessee, as may be necessary or desirable to facilitate further development within the Equipment Compound (or equivalent alternative facilities) and/or in furtherance of the District's business. The Parties agree and acknowledge that for any relocation of such utilities pursuant to this Section 1(a), the Parties shall work together in good faith to coordinate such relocation, including coordination with Lessee to facilitate the use of a Temporary Coverage Solution as Lessee reasonably determines is necessary.

(b) the non-exclusive right to access the Ground Space, over the District Property, from the nearest public right-of-way, identified as 11 Filbert Road, Norwalk, Connecticut, by foot or by motor vehicle, 24 hours per day, 7 days per week and at no additional cost or expense to Lessee, for the installation, maintenance and repair of the Wireless Facility, provided such access may not unreasonably interfere with, compromise, reduce in capacity, or otherwise disrupt: (i) any of the District's utility connections or (ii) the District's use and operation of the Water Tank or the District Property (the foregoing, collectively, "**Access Rights**").

The Ground Space is hereinafter sometimes referred to as the "**Leasehold Area**". The Leasehold Area and the License Areas are hereinafter referred to collectively as the "**Premises**". The Ground Equipment, the Antennas and the Cables are sometimes hereinafter referred to collectively as the "**Equipment**".

Notwithstanding the fact that this Lessee's rights to the License Areas is a license and that a license is normally revocable at will by the grantor, the parties hereto agree that the license granted by this Lease for the License Areas is not revocable at will and that this Lease can only be terminated in accordance with the provisions of this Lease or otherwise as ordered by a court of competent jurisdiction.

## 2. **TERM.**

(a) This Lease shall be effective as of the date of execution by both Parties (the "**Effective Date**") and be for an initial term of five (5) years ("**Initial Term**"). The Initial Term shall commence (the "**Commencement Date**") on the earlier to occur of the first (1<sup>st</sup>) day of the month following the date of either: (i) commencement of Lessee's installation of the Wireless Facility; or (ii) the two hundred seventieth (270<sup>th</sup>) calendar day following the Effective Date. Notwithstanding anything stated herein, with respect to (i) in the immediately preceding sentence, the Parties acknowledge that Lessee's preparation of the Premises to accommodate electric,

telephone, fiber and other utilities for Lessee's installation shall not constitute Lessee's installation of its communications equipment nor shall it trigger the Commencement Date.

(b) The term of the Lease shall automatically renew for four (4) additional periods of five (5) years each (each, an "**Extended Term**") provided Lessee is not then in default hereunder, unless Lessee elects, in Lessee's sole and absolute discretion, not to renew the Lease at the end of the then-current term by giving the District written notice at least one hundred eighty days (180) days prior to the expiration of the Initial Term or the current Extended Term, as applicable.

(c) The Initial Term, together with any Extended Term(s), shall be collectively referred to herein as the "**Term**."

3. **PERMITTED USE.** Lessee shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a Wireless Facility ("**Permitted Use**"), and for no other use. During the Term, without incurring any increase in the then-current Base Rent or other modification of the terms and conditions set forth in this Lease, Lessee shall have the right to replace, repair, add or otherwise modify its Ground Equipment within the Ground Space, including without limitation, any modification, repair, addition, or otherwise necessary in order for Lessee to remain in compliance with any current or future federal, state, or local mandated application, including emergency 911 communication services, provided that at all times (i) Lessee shall not materially interfere with the operations of the District's and delivery of services; (ii) Lessee shall restore any and all damage caused by any of the foregoing activities; and (iii) Lessee shall be solely responsible for any and all permitting and approvals required for such changes. Except as permitted pursuant to the foregoing sentence, Lessee shall not otherwise modify any portion of the Wireless Facility depicted in **Exhibit B** without first obtaining the District's written consent, which shall not be unreasonably withheld conditioned or delayed. The parties acknowledge that any requested modification of the Antennas and Cables shall require a structural analysis of weight and wind loading upon the Water Tank conforming to the requirements of Section 7 herein. Lessee shall reimburse the District for all actual and reasonable professional fees and costs incurred by the District in connection with independently evaluating Lessee's request for any such modification.

#### 4. **RENT.**

(a) Commencing on the Commencement Date, Base rent shall be due at an annual rental of Forty Two Thousand and 00/100 Dollars (\$42,000.00), as the same may be adjusted as set forth in subsection 4(c) below, and shall be paid to the District in equal monthly installments of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), in advance, on the first day of each month during the Term ("**Base Rent**"), at the address set forth above, or to such other person, firm, or address as the District may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date by written notice given to Lessee. In any partial month of the Term, the Base Rent will be prorated accordingly. The first Base Rent payment shall be made within twenty (20) business days of the Commencement Date. The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Lease, Lessee's obligation to pay Base Rent or any other amount due hereunder is contingent upon Lessee's receipt of an IRS approved W-9 form setting forth the tax identification number of the District (or of the person or entity to whom Base Rent is to be made payable, if applicable).

(b) If any Base Rent or other payment due hereunder is not received by the District on or before the tenth (10<sup>th</sup>) day following the date upon which such payment is due, Lessee shall pay to the District a late charge equal to five (5%) percent multiplied by such past due amount as additional rent hereunder. All amounts more than thirty (30) days past due shall accrue interest at the lesser of the maximum annual rate of interest permitted by applicable law or twelve (12%) per annum as additional rent. Any applicable late fee shall be paid within thirty (30) days of Lessee's receipt of an invoice thereof from the District.

(c) Base Rent shall increase by three percent (3%) of the then current Base Rent on each anniversary of the Commencement Date thereafter (including during any Extended Term hereunder).

(d) No payment by Lessee or receipt by the District of a lesser amount than the Base Rent payable hereunder shall be deemed to be other than a payment on account to be credited against monies owed the District hereunder, in such order as the District may reasonably determine, nor shall any restrictive endorsement, statement or name on any check or any check or any letter accompanying any check or payment delivered to the District be deemed, declared, or interpreted an accord and satisfaction. The District may accept and deposit such check or payment without notice to Lessee and without the same operating as a satisfaction or an acceptance of satisfaction by the District and without prejudice of the District's right to recover the balance of any monies due hereunder, or to pursue any other remedy provided herein or by law.

5. **CONDITION OF PROPERTY.** Lessee covenants and agrees that Lessee has inspected and examined the Premises and has determined that the Premises are in all respects acceptable to and suitable for Lessee's Permitted Use. Lessee acknowledges that the Premises are being delivered to Lessee in their "AS IS" condition and the District makes no representation or warranty of any kind with respect thereto.

6. **GOVERNMENT APPROVALS.** It is understood and agreed that Lessee's ability to effectuate any Permitted Use at the Premises is contingent upon its obtaining, at Lessee's sole cost and expense, (i) a satisfactory structural analysis showing that the Water Tank is suitable for Lessee's Permitted Use; and (ii) all of the certificates, permits, and other approvals that may be required by any Federal, State, or Local authorities in connection with Lessee's installation and operation of a Wireless Facility and conduct of the Permitted Use (collectively, "**Government Approvals**"). The District shall use commercially reasonable efforts, at no cost to the District, to cooperate with Lessee in its effort to obtain the Government Approvals, provided, however Lessee shall take no action to re-zone the District Property, and the District shall have no obligation to execute or permit any petitions or applications to such effect. In order to facilitate such cooperation, Lessee shall provide to District for the District's review copies of any application or other filing done by Lessee on behalf of the District at least ten (10) days in advance of the proposed filing date. Lessee shall endeavor to obtain all Governmental Approvals prior to the two hundred seventieth (270<sup>th</sup>) calendar day following the Effective Date (the "**Approvals Period**"); provided, however, in all circumstances Lessee shall obtain all such Governmental Approvals prior to any commencement of installation of the Wireless Facility. In the event that, prior to expiration of the Approvals Period, (i) any such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by the issuing governmental authority; (iii) Lessee

determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) a structural analysis shows that the Water Tank is not suitable for Lessee's Permitted Use; then, Lessee shall have the right to terminate this Lease subject to the payment of any rent becoming due and payable prior to the effective date of such termination. Notice of Lessee's exercise of its right to terminate shall be in writing and shall be effective within thirty (30) days of the date of such notice, or upon such later date as designated by Lessee (but not more than ninety (90) days from the date of such notice, in any event). All rents paid to said termination date shall be retained by the District. Upon such termination, this Lease 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 hereunder.

7. **STRUCTURAL ANALYSIS.** Before constructing and/or erecting any portion of the Wireless Facility on the District Property, Lessee shall, at Lessee's sole cost and expense, obtain a satisfactory structural analysis or structural letter confirming that the Wireless Facility will not materially impact the Water Tank's structural integrity. Any such analysis or letter shall be certified to the District and shall be signed and sealed by a licensed professional engineer. Lessee shall provide the District an original of any such letter or analysis prepared Lessee at least fifteen (15) days before constructing and/or erecting any portion of the Wireless Facility on the District Property.

8. **SURVEY.** At Lessee's sole cost and expense, Lessee is hereby given the right to survey, test, and conduct any other reasonable investigations needed to determine if the location of the Premises is suitable for the Permitted Uses provided herein.

9. **MAINTENANCE.**

(a) Lessee shall keep and maintain Premises in good condition, reasonable wear and tear and damage from the elements excepted. The District, at its sole cost and expense, shall maintain and repair the Water Tank in good and ordinary structural condition and any relevant Water Tank lighting systems. The District shall have no obligation to secure the Premises and shall not be liable for any losses suffered by Lessee as a result of Lessee's failure to so secure the Premises.

(b) Notwithstanding anything to the contrary contained herein, in the event the District requires the demolition or renovation of the Water Tank or the relocation (collectively, the "**Relocation**") of the Premises (or a portion thereof) and/or the Wireless Facility (or a portion thereof), the District shall have the right to send a written notice ("**Relocation Notice**") to Lessee to relocate the Premises (or a portion thereof) and/or the Wireless Facility (or a portion thereof), to another structure on the District Property or upon a replacement of the Water Tank (the "**Alternate Site**") that is reasonably similar in height to the existing Water Tank. The Relocation Notice shall specify the date of the Relocation which must be at least twelve (12) months subsequent to the effective date of the Relocation Notice. In the event that Lessee deems that the recommended Alternate Site is unsuitable for Lessee's purposes hereunder, Lessee shall have the right to terminate this Lease upon notice to the District not less than one (1) month prior to the planned Relocation date. Further, upon Lessee's request, the Parties shall work in good faith to allow Lessee to place and use a Temporary Coverage Solution (as defined below) in a mutually agreed upon location at the Property during any relocation, and/or, in the event Lessee determines

the Alternate Site is not suitable, as may be necessary to accommodate Lessee's ongoing use of the Property after any applicable Relocation date for up to six (6) months thereafter. Any use of a Temporary Coverage Solution shall be subject to all applicable local, state and federal regulations applicable thereto and any relevant terms and conditions of this Lease. Lessee shall not be required to permanently relocate its equipment to an Alternate Site more than one (1) time during the Term; provided no such limitation shall be made upon Temporary Relocations required for maintenance and upkeep of the Water Tank pursuant to subsection (c) below. Lessee shall pay all costs for relocating Lessee's equipment to the Alternate Site or the Temporary Coverage Solution. "Temporary Coverage Solution" means a "cell on wheels" or a functionally equivalent mobile structure or other interim cell siting arrangement and all equipment necessary or advisable for the operation thereof.

(c) Upon request of the District, Lessee agrees to relocate its Wireless Facility (or one or more portion thereof) on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of the District performing maintenance, repair or similar work at the Water Tank or the District Property, provided:

- (i) The Temporary Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;
- (ii) the District gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate (except in the event of an emergency, in which case the District shall provide as much notice as is reasonably feasible based upon the circumstances, and in which event the District will, upon Lessee's request, coordinate with Lessee to facilitate the use of a Temporary Coverage Solution during the Period of such Temporary Relocation);
- (iii) Lessee's use at the Premises is not interrupted or diminished during the relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation (which temporary installation must be removed by Lessee after completion of such Temporary Relocation and Lessee returning to its original location);
- (iv) Upon the completion of any maintenance, repair or similar work by the District, Lessee is permitted to return to its original location from the temporary location with all reasonable costs incurred by Lessee for the same being paid by the District.

#### 10. UTILITIES.

(a) Lessee shall be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, water, gas, telephone service and any other utility used or consumed by Lessee. The District will not be responsible for interference with, interruption of or failure, beyond the reasonable control of the District, of such utility services furnished or supplied by the District.

(b) Lessee shall have the right to install new or improve present utilities on the Leased Property, at Lessee's expense, reasonably necessary to carry on any Permitted Use.

(c) Lessee shall furnish and install, at Lessee's sole cost and expense, an electrical meter at the Premises for the measurement of electrical power used by Lessee's installation.

(d) The Parties acknowledge and agree that independent third-party providers of utility services, including but not limited to, fiber, gas, electric and telephone, shall be provided with reasonable access over the District Property to permit connection by Lessee at a point located within the License Areas.

11. **TAXES.** Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the District Property which is the result of any use of the Premises by Lessee.

12. **ENVIRONMENTAL.**

(a) Lessee shall not cause or permit any Hazardous Material to be used, stored, generated, or disposed of on or in the Premises or the District Property by Lessee, Lessee's agents, employees, contractors, or invitees except in conformity with all applicable laws. If Hazardous Materials are used, stored, generated, or disposed of on or in the Premises or the District Property, or if the Premises or the District Property become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify, defend, and hold harmless the District, its officers, directors, trustees, shareholders, members, partners, employees, and agents from any and all claims demands, causes of action, damages, fines, judgments, penalties, costs, liabilities, expenses or losses of whatever kind or nature, known or unknown, contingent or otherwise, to the extent arising during or after the Term and to the extent arising as a result of that contamination by Lessee. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Material on the Premises or the District Property and the presence of such Hazardous Material results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises or the District Property to the condition existing prior to the presence of any such Hazardous Material on the Premises or District Property. Lessee shall first obtain the District's approval for any such remedial action. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision arising from such environmental condition caused by Lessee. The provisions of this subsection 12(a) shall be in addition to any other obligations and liabilities may have to the District at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

(b) Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material does or may pollute or contaminate the same, or may adversely affect (i) the health, welfare, or safety of persons, whether located on the Premises, District Property, or elsewhere, (ii) the condition, use or enjoyment of the Premises, District Property, or any other real or personal property; or (iii) the quality and quality of the District's water supply.

(c) Due to the nature and purpose of the District Property, including the Water Tank, as a public water purveyor and distributor, Lessee expressly acknowledges the importance of maintaining, protecting, and preventing any change in the quality and quantity of the water located and stored at the District Property ("**District Water**"). In the event that Lessee's use of the

Premises results in any change in the quality and/or quantity of District Water due to a discharge, leak, or emission of any potential pollutant or contaminate, in addition to the remedial actions provided in subsection (a) above, Lessee also agrees to undertake all best efforts necessary to restore the quality and quantity of District Water or fully compensate the District for costs of securing and supplying replacement water to fulfill the District's obligations as a local water purveyor. Following a change in quality and/or quantity of District Water attributable to Lessee, Lessee shall conduct or cause to be conducted at Lessee's sole expense, tests of the District Water by an independent testing laboratory approved in writing by the District for the entire array of chemicals and agents utilized by Lessee in its use and occupancy of the Premises and continue periodic testing of District Water until District Water is deemed safe for human consumption under the applicable federal, state, and/or local drinking water standards. Lessee shall provide the District complete copies of any such test results and data at Lessee's sole cost and expense.

(d) As used herein, the term "**Hazardous Material**" shall mean any substance that is toxic, ignitable, reactive, or corrosive and that is now or hereafter regulated by any local government, the state where the Property is located, or the United States Government, including without limitation, asbestos, polychlorobiphenyls (PCBs), perfluoroalkyl and polyfluoroalkyl substances (PFAS), petroleum products or distillates, any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local Law.

(e) The District understands and agrees that notwithstanding anything contained in this Lease to the contrary, except to the extent directly attributable to Lessee, in no event shall Lessee have any liability whatsoever with respect to any claim related to Hazardous Material that was on, about, adjacent to, under or near the District Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property by Landlord, its agents, employees, contractors or invitees.

13. **TITLE; QUIET ENJOYMENT.** The District represents that it is the owner in fee simple of the District Property and the Premises and the District has the right to grant the rights set forth in this Lease. Upon paying Rent and performing Lessee's obligations hereunder, Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

14. **ASSIGNMENT/SUBLEASE.** Except with the prior written consent of the District, which consent will not be unreasonably withheld, conditioned or delayed, Lessee shall not transfer nor assign this Lease or any rights hereunder, nor sublet and/or sublicense the Premises or License Areas, as applicable, or any portion of the District Property, nor grant any interest, privilege or license whatsoever in connection with this Lease. Any such action taken without the express written approval, assignment and assumption of Lease by assignee will constitute a violation of this Lease by Lessee and a trespass by any sublessee of Lessee or assignee. If the District consents to an assignment by Lessee, or any sublease and/or sublicense by Lessee to a third-party, Lessee shall remain liable for all obligations provided herein.

Notwithstanding the foregoing, Lessee may assign or transfer some or all of its rights and/or obligations under the Lease to: (i) an Affiliate (as defined below); (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets or stock; and/or

(iii) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment or transfer shall not be considered an assignment under this Section 14 requiring consent and the District shall have no right to delay, alter or impede such assignment or transfer. For clarity, and the avoidance of doubt, neither: (a) a change in ownership of Lessee as a result of a merger, consolidation or reorganization; nor (b) the sale of all or substantially all of the assets of Lessee, shall be considered an assignment under this Section 14 requiring the District's consent. "Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity.

Should the District, at any time during the Term, sell or transfer all or any part of the Premises or the Water Tank thereon to a purchaser other than Lessee, then, in such instance, such transfer shall be subject to this Lease and the District shall take commercially reasonable efforts to require any such purchaser or transferee to recognize Lessee's rights under the terms of this Lease in a written instrument signed by the District and the third party transferee. Notwithstanding the foregoing, the District shall not be required to obtain such written instrument for any transfer to any governmental entity or quasi-governmental entity.

15. **INDEMNIFICATION.** Except to the extent caused by the breach of this Lease by the District or the negligence or willful misconduct of the District, its officers, agents, employees, contractors, or any other person or entity for whom the District is legally responsible, Lessee agrees to indemnify, defend and hold the District harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from (i) Lessee's installation, use, maintenance, repair or removal of the Wireless Facility, (ii) Lessee's use, maintenance, and occupancy of the Premises (collectively (i) and (ii) are hereinafter referred to as "Lessee's Use"), or (iii) Lessee's breach of any provision of this Lease. The foregoing provisions shall be in addition to any other indemnities granted by Lessee in favor of the District under this Lease, and shall survive any termination or expiration of this Lease.

The absence of the District's indemnity to Lessee under this Lease shall not be construed to limit or waive any statutory or legal rights in equity or at law that Lessee may have against the District for (i) the negligent, willful or intentional acts or omissions of the District its officers, agents, employees, contractors, or any other person or entity for whom the District is legally responsible, in connection with this Lease; (ii) the District's breach of this Lease; or (iii) a breach of any representation, warranty or covenant of the District contained or incorporated in this Lease.

16. **INSURANCE.** Lessee, at its own expense, shall maintain in full force and effect for the duration of the Lease Term a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, insuring both the District and Lessee against all liability arising out of Lessee's use, occupancy, or maintenance of the Premises, which policy shall be endorsed as a primary insurance to the District. Any such policy shall contain a provision for a thirty (30) days' notice of cancellation to the

District; there will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation. The Parties agree and hereby waive and release any and all rights of action for negligence against the other Party which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by the Parties concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

Throughout the Term, the District shall maintain, at the District's sole cost and expense, Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance required of the District hereunder may be maintained by a blanket or master policy that includes properties other than the District Property.

17. **TERMINATION**. This Lease may be terminated, without penalty or further liability, as follows:

(a) By Lessee upon written notice to the District, if the Lessee is unable to obtain or maintain any Government Approvals necessary for the construction or operation of any Permitted Use at the Premises prior to the expiration of the Approvals Period; or

(b) By Lessee upon not less than sixty (60) days' prior written notice to the District for any reason or no reason, so long as Lessee pays the District a termination fee equal to six (6) months' Base Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Lessee under any termination right provided under any other section of this Lease.

18. **HOLDOVER**. In the event that Lessee does not vacate the Premises and continues to use and occupy the Premises after the expiration of the Term ("**Holdover**"), in addition to the remedies available to the District under this Lease, Lessee shall pay the District Base Rent for any duration beyond the Term for which Lessee is a Holdover at a rate of one hundred and twenty-five percent (125%) of the applicable monthly Base Rent in effect at the end of the Term. In no event shall any Holdover be granted or have reinstated any leasehold rights or any right to remain in occupancy for any period of time due to the Holdover's payment for use and occupancy under this section and the District's acceptance thereof.

19. **REMOVAL AND RESTORATION**. The Wireless Facility and any other property brought onto the District Property by Lessee will be and remain Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. The District covenants and agrees that no portion of the Wireless Facility constructed, erected, or placed on the District Property by Lessee will become, or be considered as being affixed or a part of, the District Property, it being the specific intention of the District that all improvements of every kind and nature constructed, erected, or placed by Lessee on the District Property will be and remain the personal property of Lessee and may be removed by Lessee at any time during, or at the end of,

the Term. Lessee shall repair any damage to the Premises, the Water Tank or the District Property resulting from Lessee's removal activities. In the event that any portion of the Wireless Facility, or any other property of Lessee, is not removed within sixty (60) days after the later of the end of the Term, termination of this Lease, or cessation of Lessee's operation of the Wireless Facility, the District may send notice to Lessee of such failure to remove and if not removed within thirty (30) days of such notice, such shall be deemed abandoned and may be removed by the District at Lessee's sole cost and expense which actual and reasonable costs shall become due and payable thirty (30) days after Lessee's receipt of an invoice therefore from the District.

20. **CONDEMNATION.** In the event of any condemnation of all of the District Property or the entirety of the Premises, this Lease shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, Lessee, in Lessee's sole discretion, is unable to use the Premises for the purposes intended hereunder, or such condemnation may reasonably be expected, in Lessee's reasonable determination, to disrupt Lessee's operations at the Premises for more than one-hundred-twenty (120) days, Lessee may, at its option, to be exercised in writing within thirty (30) days after the condemning authority shall have taken possession, terminate this Lease as of the date the condemning authority takes such possession. All compensation awarded for any condemnation (or the proceeds of private sale in lieu thereof) shall be the property of the District and Lessee hereby assigns all of its interest in any such award to the District. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Lease is not terminated by reason of such condemnation, the District shall promptly repair any damage to the Premises caused by such condemning authority to the extent of condemnation proceeds (excluding any proceeds for land) actually received. The parties shall each be entitled to pursue their own separate awards in the condemnation proceeds provided that any award to Lessee may not reduce any potential award to the District.

21. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot be reasonably be expected to be repaired within one-hundred-twenty (120) days following same or, if the Water Tank or District Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's Permitted Uses at the Premises for more than one-hundred-twenty (120) days, then Lessee may, at any time following such fire or other casualty, provided the District has not completed the restoration required to permit Lessee to resume Permitted Uses at the Premises, terminate this Lease upon thirty (30) days prior written notice to the District. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, Base Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's Permitted Uses of the Premises is impaired.

22. **SECURITY.** The Parties recognize and agree that Lessee shall have the right to safeguard and protect its Ground Equipment. Lessee may elect, at its expense, to construct such enclosures and/or fences as Lessee reasonably determines to be necessary to secure the Ground Space and Ground Equipment, provided that such enclosures and/or fencing does not interfere with the District's access to, use of, or operations on the District Property or Water Tank.

23. **DEFAULT.**

- (a) For the purpose of this Lease, a "**Default**" shall mean any breach of this Lease which goes uncured within the applicable cure periods and extensions, if any. The failure of either Party to perform any of its obligations pursuant to this Lease shall constitute a Default.
- (b) Except as provided in subsection (c) below for monetary default, the non-defaulting Party shall give the defaulting Party written notice of such Default, and the defaulting Party shall cure such Default within thirty (30) days after receipt of such notice. In the event any such Default cannot reasonably be cured within such thirty (30) day period, if the defaulting Party shall proceed promptly after the receipt of such notice to cure such Default, and shall pursue curing such Default with due diligence, then the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting Party. A Party may not maintain an action to pursue any of the remedies available at law or under this Lease for Default against a defaulting Party unless and until the defaulting Party has failed to cure the breach within the time periods provided in this section.
- (c) If either Party is in default under this Lease for a period of twenty (20) business days following receipt of notice from the other Party with respect to a default which may solely be cured by the payment of money, the non-defaulting Party may pursue any of the remedies available to the non-defaulting Party at law, in equity, or under this Lease for Default against the defaulting Party. Notwithstanding the foregoing, the District shall only be required to provide Lessee with two (2) notices of default in any given calendar year with respect to Lessee's failure to pay any sums becoming due and owing, and if any subsequent non-payment by Lessee occurs in such calendar year, the District may proceed to any of the remedies available without providing any further notice or cure; provided however, the second notice shall include the following (in all caps and bold font): "**LESSEE IS HEREBY ON NOTICE THAT THIS IS THE SECOND NOTICE OF FAILURE BY LESSEE TO MAKE TIMELY PAYMENT IN THE CURRENT CALENDAR YEAR, AND IF LESSEE AGAIN FAILS TO MAKE TIMELY PAYMENT DURING THIS CALENDAR YEAR, LESSEE SHALL BE IN DEFAULT WITHOUT FURTHER NOTICE OR GRACE PERIOD.**"

24. **REMEDIES.** Should the defaulting Party fail to cure a default under this Lease, the non-defaulting Party shall have all remedies available either at law or in equity, including the right to terminate this Lease.

25. **NOTICE OF LEASE.** The Parties agrees to execute a notice of this Lease, consistent with the requirements of Connecticut General Statutes Section 47-19, and thereafter record such notice in the City of Norwalk land records. Upon expiration or earlier termination of this Lease, Lessee shall execute within thirty (30) days after the District's written request, an instrument terminating such notice of Lease (which obligation shall survive expiration or termination of this Lease).

26. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered 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. Notices will be addressed to the parties hereto as follows:

If to Lessee: Dish Wireless L.L.C.  
Attn: Lease Administration  
5701 South Santa Fe Drive  
Littleton, CO 80120

If to District: First Taxing District of the City of Norwalk  
Attn: Manager  
12 New Canaan Avenue  
Norwalk, Connecticut 06851

With a copy to: Pullman & Comley LLC  
90 State House Square  
Hartford, CT 06103  
Attn: M. A. Ceccorulli, Esq.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

27. **ESTOPPEL CERTIFICATES.** Lessee, at any time, and from time to time, upon thirty (30) days' notice from the District, shall execute, acknowledge and deliver to the District, and/or to any other person, firm or corporation specified by the District, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any known default by the District under this Lease, and, if so, specifying each such default.

28. **MECHANICS' LIENS.** If any mechanic's, laborer's or materialman's lien shall be filed against any portion of the District Property on account of services performed in or on the District Property by Lessee or Lessee's contractors, subcontractors, mechanics, laborers, suppliers or any other person or entity, Lessee, within thirty (30) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit bond, order of court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the District may, but shall not be obligated to, discharge the same by paying the amount claimed to be due. Any amount so paid by the District and all costs and expenses incurred by the District in connection therewith, together with interest

thereon at the rate of twelve (12%) percent per annum from the respective dates of the District's making of the payment or incurring of the cost and expense shall constitute additional rent payable by Lessee under this Lease and shall be paid by Lessee to the District within thirty (30) days of demand.

29. **INSPECTION.** The District or its authorized agents shall at all reasonable times, upon twenty-four (24) hours prior notice, have the right to enter the Premises to inspect the same with a representative of Lessee. The District reserves the right to enter the Premises from time to time upon prior notice for the purposes of performing maintenance, repairs and improvements to the Water Tank and the District Property, provided the District shall take no action that will knowingly interfere with the performance of the Wireless Facility.

30. **WAIVERS.** Lessee represents, warrants and acknowledges that the transaction of which this Lease is a part is a "commercial transaction" as defined by the statutes of the State of Connecticut. THE LESSEE HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a ET SEQ. AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES, THE LANDLORD MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. THE LESSEE FURTHER CONSENTS TO THE ISSUANCE OF ANY PREJUDGMENT REMEDIES WITHOUT A BOND AND AGREES NOT TO REQUEST OR FILE MOTIONS SEEKING TO REQUIRE THE POSTING OF A BOND UNDER PUBLIC ACT 93-431 IN CONNECTION WITH THE LANDLORD'S EXERCISE OF ANY PREJUDGMENT REMEDY.

31. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Lease cannot be amended, modified or revised unless done in writing and signed by District and Lessee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Lease or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Limitation of Liability.** Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Lessee and District each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(c) **Compliance with Law.** Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations applicable to Lessee's Permitted Use of the Premises and the District Property.

(d) **Bind and Benefit.** The terms and conditions contained in this Lease will run with the Premises and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers,

negotiations and agreements with respect to the subject matter of this Lease. Except as otherwise stated in this Lease, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Lease and the transactions it contemplates.

(f) **Governing Law.** This Lease will be governed by the laws of the state of Connecticut and without regard to any existing or potential conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted the Lease; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Lease is held invalid, illegal or unenforceable, the remaining provisions of this Lease shall remain in full force if the overall purpose of the Lease is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(h) **Survival.** Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

(i) **Submission of Agreement.** The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Lease shall only become effective as a binding Lease upon the handwritten legal execution, acknowledgment and delivery hereof by the District and Lessee.

(j) **Counterparts.** This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(k) **Attorneys' Fees.** In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters.

(l) RESERVED.

(m) **Further Acts.** Upon request, both Parties will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as the other Party may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Lease and all transactions and Permitted Use contemplated by this Lease.

(n) **Force Majeure.** District shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by causes beyond its control, including labor disputes, civil commotion, hostilities, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, financing or services, pandemics (such as the Covid-19 pandemic) and acts of God (sometimes referred to herein as "**Force Majeure**"). Lessee shall similarly be excused for Force Majeure delay in the performance of any obligation hereunder, provided that nothing contained in this Section shall be deemed to excuse or permit any delay in the payment of Base Rent or any additional amount due hereunder, or any delay in the cure of any default which may be cured by the payment of money.


32. **INTERFERENCE.** Prior to or concurrent with the execution of this Agreement, the District has provided or will provide Lessee with a list of radio frequency user(s) and frequencies used on the District Property as of the Effective Date. Lessee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the District Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event any Lessee's equipment causes such interference, and after the District has notified Lessee in writing of such interference, Lessee shall provide the District with a report containing (i) a remediation plan to abate or eliminate the interference; (ii) an estimate of the time required to complete such interference abatement; (iii) additional information that may assist the District or other frequency user(s) in conducting their respective activities pending completion of interference abatement. Lessee will take all steps necessary to correct and eliminate the interference, including but not limited to powering down such equipment and later powering up such equipment for intermittent testing. If Lessee cannot abate or eliminate the interference, Lessee shall either remove or relocate its equipment to an alternative location that does not cause interference with the District's systems or Lessee may otherwise terminate this Lease by written notice to the District and Lessee shall have no further liability hereunder from and after the date of such termination. In no event will the District be entitled to terminate this Lease or relocate the equipment as long as Lessee is making a good faith effort to remedy the interference issue. The District agrees that the District and/or any other tenants or licensees of the District Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then existing equipment of Lessee. Notwithstanding the foregoing, the District shall, at all times, be allowed to utilize the District Property for its intended purposes and any interference caused by the use of equipment, or operations by, the District or other governmental or quasi-governmental entities on the District Property shall not be deemed a material breach hereunder.

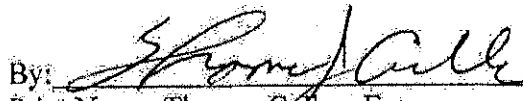
[No further text on this page – signature page follows]

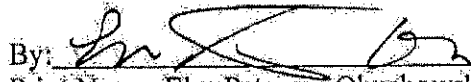
IN WITNESS WHEREOF, the parties have caused this Lease to be effective as of the Effective Date.

DISTRICT:

THE FIRST TAXING DISTRICT OF THE  
CITY OF NORWALK

By:   
Print Name: Jalin T. Sead  
Its: Chair, District Commissioner  
Date: 9/26/2023

By:   
Print Name: Thomas Cullen, Esq.  
Its: District Commissioner  
Date: 9/26/2023

By:   
Print Name: Elsa Peterson Obuchowski  
Its: District Commissioner  
Date: 9/26/2023

LESSEE:

DISH WIRELESS L.L.C

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### District Property

All that certain tract or parcel of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, in area 46,131 square feet, and shown and delineated as parcel 3 on a certain map which has been approved by the Planning Commission and by the Common Council of the City of Norwalk and is on file in the office of the Town Clerk of the Town of Norwalk, and is entitled "Map of Property Prepared For Sidney I. Asp Norwalk, Conn. Scale 1"=30' Feb. 22, 1960 Revised Feb. 25, 1960 By Leo Leonard, Jr., Civil Engr. & Surveyor, Norwalk, Conn.". Said parcel 3 is generally bounded northerly for a distance of 283.53 feet, more or less, by land now or formerly of Leonard and Estella Tuozzolo, by land now or formerly of Mary Tuozzolo and by land now or formerly of Vito Tuozzolo; easterly 193.51 feet by other land of Sidney I. Asp and Anne Ayres Asp; southerly 229.66 feet, more or less, by land now or formerly of Mary Caratone; and westerly 165.48 feet by land now or formerly of John D. and Anna B. O'Neill, by Filbert Road, and by land now or formerly of Vito Tuozzolo.

**EXHIBIT B**

**Ground Space and License Areas**

See attached drawings.

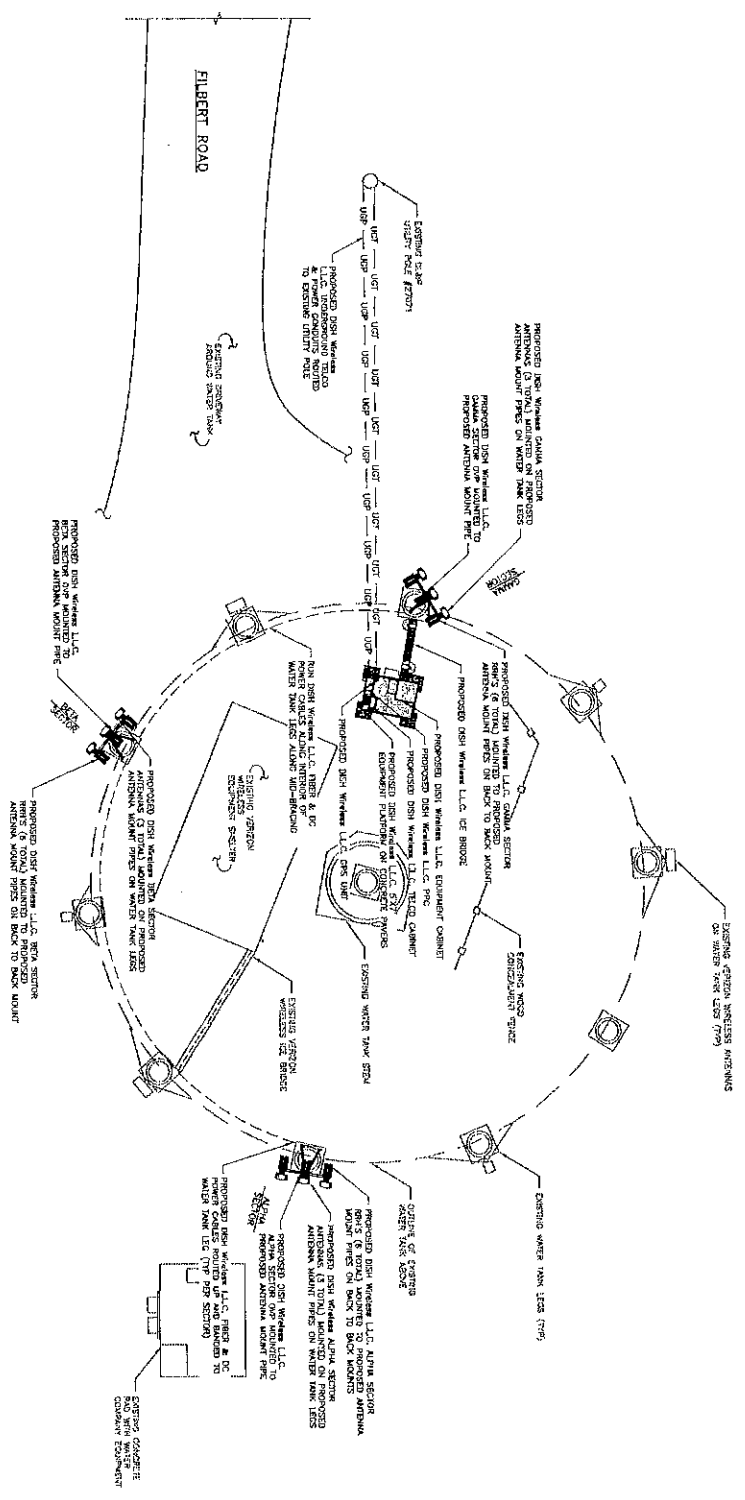
**NOTE:** LESSEE may be referred to in the attached as "DISH Wireless L.L.C.".



ENLARGED SITE PLAN



1



NOTE  
PROPOSED INSTALLATION IS A CONSTRUCTION  
PROJECT. THE PROPOSED INSTALLATION IS  
LOCATED IN THE STATE OF CONNECTICUT.

ANTENNA ASSEMBLIES	
ALPHA	100'
BETA	210'
GAMMA	280'



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



10000 E. HIGHWAY 100  
SUITE 100  
DENVER, CO 80231  
TEL: 303.755.1000  
WWW.TECTONIC.COM

IT IS A CONDITION OF LEASE FOR ANY PERSON,  
FIRM OR CORPORATION TO INSTALL OR MAINTAIN  
ANY DISH WIRELESS EQUIPMENT OR ANTENNA  
ON ANY LAND OR BUILDING OR TO ANY OTHER  
PROPERTY OF ANY PERSON, FIRM OR CORPORATION  
TO SIGN THIS DOCUMENT.

OWNER BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

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

REV: \_\_\_\_\_

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

DESCRIPTION: \_\_\_\_\_

SUBMITTALS: \_\_\_\_\_

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

DESCRIPTION: \_\_\_\_\_

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

DESCRIPTION: \_\_\_\_\_

LEASE  
EXHIBIT

PROJECT NUMBER  
10710.NJLERO152C

DISH WIRELESS PROJECT INFORMATION  
NJLERO152C

FIRST DIST WATER DEPT.  
NORWALK, CT 06851

SHEET TITLE  
ENLARGED SITE  
PLAN

SHEET NUMBER  
LE-1

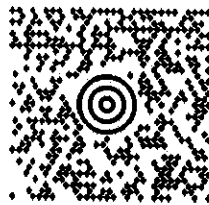


Exhibit G

Mailing Receipts

**FROM:**  
LEV MAYZLER  
(203) 488-0712  
CONSTRUCTION SERVICES OF BRANF  
63-3 NORTH BRANFORD ROAD  
BRANFORD CT 06405-2848

LTR 1 OF 1



**CT 069 9-04**



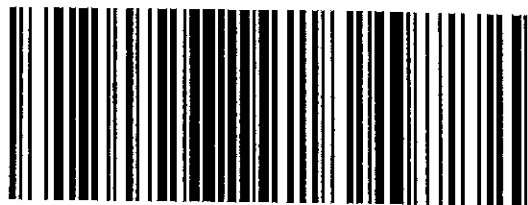
**SHIP TO:**

FIRST NORWALK TAXING DISTRICT  
12 NEW CANAAN AVE.  
**NORWALK CT 06851**

**UPS 2ND DAY AIR**

TRACKING #: 1Z E05 345 02 6619 9705

**2**



**BILLING: P/P**

WS 26.0.6 SHARP MX-3070 03.0A 01/2024

Fold here and place in label pouch

# Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1ZE053450266199705

**Service**

UPS 2nd Day Air®

**Delivered On**

01/17/2024 11:11 A.M.

**Delivered To**

12 NEW CANAAN AVE  
NORWALK, CT, 06851, US

**Received By**

ANTHONY

**Left At**

Office

Please print for your records as photo and details are only available for a limited time.

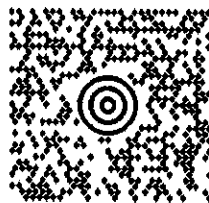
Sincerely,

UPS

Tracking results provided by UPS: 01/18/2024 9:26 A.M. EST

**FROM:**  
LEV MAYZLER  
(203) 488-0712  
CONSTRUCTION SERVICES OF BRANF  
63-3 NORTH BRANFORD ROAD  
BRANFORD CT 06405-2848

LTR 1 OF 1



**CT 069 9-04**



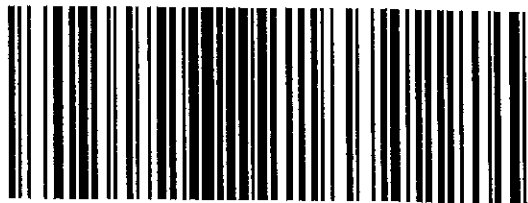
**SHIP TO:**

HON. HARRY RILLING  
125 EAST AVE.  
**NORWALK CT 06856**

**UPS 2ND DAY AIR**

TRACKING #: 1Z E05 345 02 6668 2601

**2**



BILLING: P/P

WS 28.0.6 SHARP MX-3070 03.0A 01/2024

Fold here and place in label pouch

# Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1ZE053450266682601

**Service**

UPS 2nd Day Air®

**Delivered On**

01/04/2024 11:46 A.M.

**Delivered To**

125 EAST AVE  
NORWALK, CT, 06856, US

**Received By**

MAYOR

**Left At**

Inside Delivery

Please print for your records as photo and details are only available for a limited time.

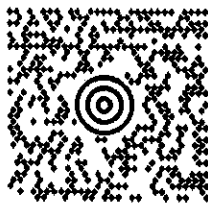
Sincerely,

UPS

Tracking results provided by UPS: 01/11/2024 6:55 A.M. EST

**FROM:**  
LEV MAYZLER  
(203) 488-0712  
CONSTRUCTION SERVICES OF BRANF  
63-3 NORTH BRANFORD ROAD  
BRANFORD CT 06405-2848

LTR 1 OF 1



**CT 069 9-04**



**SHIP TO:**

DIRECTOR PLANNING AND ZONING  
MR. STEVEN KLEPPIN  
125 EAST AVE.  
**NORWALK CT 06856**

**UPS 2ND DAY AIR**

TRACKING #: 1Z E05 345 02 6448 2410

**2**



BILLING: P/P

WS 26.0.6 SHARP MX-3070 03.0A 01/2024

Fold here and place in label pouch

# Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1ZE053450264482410

**Service**

UPS 2nd Day Air®

**Delivered On**

01/04/2024 11:48 A.M.

**Delivered To**

125 EAST AVE  
NORWALK, CT, 06856, US

**Received By**

ZECCOLA

**Left At**

Inside Delivery

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 01/11/2024 6:56 A.M. EST