

## FIRST AMENDMENT TO COMMUNICATION TOWER SPACE LEASE AGREEMENT

This **First Amendment to Communication Tower Space Lease Agreement** ("the Amendment") is made as of October 1, 2014, by and between **The Town of New Fairfield** ("Landlord"), a Connecticut Municipality, having its principal place of business at 4 Brush Hill Road, New Fairfield, Connecticut 06812, and **County of Putnam** ("Tenant"), a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512.

**WHEREAS**, Landlord and Tenant entered into that certain Communication Tower Space Lease Agreement dated as of July 1, 2014 (the "Lease"), whereby Landlord leased to Tenant certain portions of the Property located at **212 Tower Road, Patterson, New York** (the "Property"); and,

**WHEREAS**, Landlord and Tenant hereby affirm that, as of the date hereof, the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment, are in full force and effect; and,

**WHEREAS**, Landlord and Tenant desire to amend the Lease as set forth below;

**NOW THEREFORE**, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. The first sentence of Paragraph 4 subsection (a) of the Lease is deleted and the following is inserted as the first sentence of Paragraph 4 subsection (a):

Commencing on November 1, 2014, Tenant shall pay Landlord Annual Rent in the amount of SIXTEEN THOUSAND EIGHT HUNDRED and 00/100 DOLLARS (\$16,800.00), to be paid in equal monthly installments of ONE THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$1,400.00) each.

2. Exhibit C to the Lease is hereby amended to include the modifications identified on Exhibit C-1, a copy of which is attached and made a part hereof. Exhibit C-1 supplements Exhibit C to the Lease, and shall not be deemed to supersede or otherwise modify Exhibit C or any part thereof except to the extent specifically set forth in Exhibit C-1. Upon full execution of this Amendment, and the delivery to Landlord of a counterpart duly executed by Tenant, and subject to the provisions of Section 6 of the Lease (regarding interference), Tenant is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify the Tenant's Facilities, all as more fully described and contemplated in Exhibit C-1.
3. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
4. This Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Amendment.
6. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the effective date written above.

**LANDLORD**  
TOWN OF NEW FAIRFIELD

**TENANT**  
COUNTY OF PUTNAM

By: \_\_\_\_\_  
Name: Susan Chapman  
Title: First Selectman

By: \_\_\_\_\_  
Name: May Ellen Odell  
Title: County Executive

## EXHIBIT C-1

### Equipment List

6' MW Dish Model Par6-59W: (see attached specification)

ODU- Model 95mpr61-c12f30-162: -Weight 14 lbs. -Dimensions 11in x 11in x 6.5in

Installed at the 60' elevation.



**ORIGINAL**Execution Copy

**COMMUNICATION TOWER  
SPACE LEASE AGREEMENT**

This Lease agreement (the "Lease") is made as of this 1st day of July, 2014 by and between the TOWN OF NEW FAIRFIELD, a Connecticut municipality, having its principal place of business at 4 Brush Hill Road, New Fairfield, Connecticut 06812 ("Landlord"), and the COUNTY OF PUTNAM, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 ("Tenant"). The Landlord and Tenant are at times collectively referred to herein as the "Parties" or individually as a "Party."

**1. Leased Premises, Tower Site and Property**

(a) **Landlord's Property, Tower, Equipment Building, Tower Site.** Landlord is the owner of a certain piece or parcel of land, together with the improvements thereon, situated in the Town of Patterson, County of Putnam and State of New York known as 212 Tower Road, Tax Grid No. 372400-5.-1-35, as more particularly described in Exhibit A (the "Property"), being the same property described in a Deed recorded in the Dutchess County Clerk's Office in Liber 1872 of Deeds at page 50. A multi-user, self-supporting telecommunications tower (the "Tower") and related multi-user, multi-story equipment building (the "Equipment Building") with individual equipment suites approximately as shown on Exhibit B, have been erected on a portion of the Property, which Tower and Equipment Building together are referred to herein as the "Tower Site," with access to and from the Tower Site and Tower Road over an access way approximately as described on Exhibit A (the "Accessway").

(b) **Leased Premises.** Upon the signing of this Lease by all Parties (the "Commencement Date"), Landlord hereby leases to Tenant a portion of the Tower Site consisting of (i) Suite E as shown on Exhibit B (the "Building Space") for the installation, operation and maintenance of Tenant's Facilities as defined below, and (ii) space on the Tower for the installation, operation and maintenance of antennas as more particularly shown on Exhibit C (the "Tower Space"). The Building Space and the Tower Space are collectively referred to herein as the "Premises". The Premises are leased to Tenant together with (i) the nonexclusive right to pass and re-pass over the Accessway and the common areas of the Equipment Building; and (ii) the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting, and receiving antennas and supporting equipment and structures thereto (collectively "Tenant's Facilities").

Notwithstanding anything in this Lease to the contrary, and subject to Paragraph 6 of this Lease, the only frequencies approved under the Lease for use by Tenant are 46.380 MHz, 46.54 MHz and 46.44 MHz. Tenant shall not use any other frequency without the prior written consent of Landlord, which consent may be withheld in Landlord's absolute discretion.



2. **Governmental Approvals.** During the term of this Lease, Landlord agrees to use its best efforts to cooperate with Tenant in obtaining at Tenant's expense all certificates, licenses, permits, approvals or authorization required for Tenant's use of the Premises for all applicable governmental and/or regulatory authorities (including without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC")). Such cooperation shall include, but not be limited to, appointing Tenant as agent for all land use, zoning, and wetlands applications; Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals, variances, other land use permits and such other governmental approvals and permits as are required for Tenant's use under this Lease. In no case shall Landlord and Tenant be considered joint venturers.

3. **Initial Lease Term.**

(a) **Initial Term.** The initial term of this Lease (the "Initial Term") shall be for a period of five (5) years commencing on the Commencement Date.

(b) **Extension Term.** Providing Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for four (4) additional terms for a period of five (5) years each (each an "Extension Term"). Tenant shall be deemed automatically to have elected to exercise each such option to extend unless it shall notify Landlord of its intention not to exercise an option to extend at least ninety (90) days prior to the expiration of the then current term.

4. **Rent.**

(a) Commencing on the Commencement Date, and during the first year of the Initial Term, Tenant will pay Landlord annual rent (the "Annual Rent") of Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00) to be paid in equal monthly installments of Twelve Hundred and 00/100 Dollars (\$1,200.00) each. Annual Rent for each succeeding year of the Initial Term and each year of each Extension Term shall be equal to One Hundred Three Percent (\$103%) of the rent payable for the immediately preceding lease year. Annual Rent for any partial calendar month will be prorated.

(b) The first monthly installment of Annual Rent shall be due and payable within fifteen (15) days following the Commencement Date. All other installments of Annual Rent shall be due and payable on the first (1<sup>st</sup>) day of each month, in advance. Annual Rent shall be payable to Landlord at 4 Brush Hill Road, New Fairfield, Connecticut 06812 or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If Tenant fails to pay the monthly installment within said 15-day period, Tenant shall pay a late fee of five (5%) percent of the installment amount.

(c) All amounts of any nature owing to Landlord by Tenant under this Lease shall be deemed rent or additional rent.

**5. Compliance with Laws and Approvals.** All operations by Tenant and Tenant's use of the Premises shall be in compliance with all Federal Communications Commission ("FCC") requirements, including, but not limited, to emission purity, frequency tolerance, power output, and radio frequency exposure standards. Furthermore, Tenant's use of the Premises shall comply with all other applicable laws, licenses, permits and governmental approvals including, without limitation, zoning and land use authorities.

**6. Interference.** In the event Tenant's transmissions and equipment create interference with the present and future operations of the Landlord or to any other Tenant utilizing the Premises prior to the Tenant's use, Tenant agrees, upon notification of such interference to promptly remedy same at its sole cost and expense, and, if necessary, to cease operations (except for tests) until such remedy is accomplished. It is recognized that interference can arise from many sources, but Tenant shall be responsible only for interference created by its equipment. The Tenant, at its own cost and expense, will install any filters, isolation traps, or other necessary equipment to correct and eliminate such interference. In the event Tenant is unable to cure its interference within twenty-four (24) hours of notice by Landlord, Tenant agrees to turn off the interfering equipment. The parties agree that except for intermittent testing, Tenant shall not be permitted to turn on the interfering equipment until the interference has been cured. Notwithstanding the foregoing, if Tenant does not turn off the interfering equipment, and Tenant's interference continues for more than thirty (30) days from the date Tenant received notice of its interference, such interference will be deemed a material breach of this agreement, and Landlord will have the non-exclusive remedy of terminating the agreement. The Landlord agrees to protect Tenant's operations from interference by other subsequent tenant's equipment, or from modifications of existing tenant's equipment by requirement of the same or substantially similar language contained in this Paragraph to be included in all future lease or license agreements which permit use of the Tower Site.

**7. Tenant's Improvements.**

(a) **Installation.** In connection with the erection, maintenance and operation on the Tenant's Facilities on the Premises, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers as set forth on Exhibit C. Before performing any such work, Tenant shall provide a site plan and specifications of the work and a detailed structural analysis to the Landlord for prior approval, which approval will not be unreasonably withheld or conditioned. Landlord shall give such approval or provide Tenant with its requests for changes within thirty (30) days of Landlord's receipt of Tenant's plans. Notwithstanding such approval, Tenant will not cause or permit any modifications or alteration of the Tower supporting structure. Prior to performing any construction on the Tower, Tenant must submit the name of the proposed contractor or subcontractor ("Contractor") for Landlord's review and approval, which approval will not be unreasonably withheld or conditioned. The Contractor must be experienced in the communications industry, and in particular, experienced in



communication tower construction alterations. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in good and workmanlike manner.

Before performing any modification, or upgrading of Tenant's Facilities, Tenant shall provide written notice to Landlord and obtain Landlord's prior approval, which shall be at Landlord's sole discretion. In the event such proposed changes involve changes to Tenants' Facilities on the Tower, Tenant shall also supply Landlord with a detailed structural analysis of such changes with its notice and request for Landlord approval. If Landlord permits such modifications and upgrades, such changes shall result in an increase (but not a decrease) of the Annual Rent payable by Tenant hereunder, which increase in rent shall be equal to the greater of current market rates for Tenant's modified Tenant's Facilities or an increased rent based upon the percentage increase in space and capacity over that existing prior to the modifications. At the request of either Party, Landlord and Tenant shall enter into an amendment of this Lease setting forth such additional Annual Rent, Tenant's Facilities, Building Space and Tower Space.

(b) **No Mechanic's liens.** Tenant shall cause all construction to occur without mechanic's and material supplier liens and in compliance with all applicable laws and ordinances.

(c) **Ownership.** Title to the Tenant's Facilities shall be held by Tenant. All of the Tenant's Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant's Facilities, with the prior approval of the Landlord, such approval not to be unreasonably withheld, at Tenant's sole expense on or before the expiration or earlier termination of this Lease agreement; provided that the Tenant repairs any damage to the Premises caused by such removal.

(d) **Removal upon Expiration or Termination.** At least 90 days prior to expiration of this Lease, Tenant shall notify Landlord of its intent regarding removal of buildings, shelters and related fixtures other than personalty and antenna, and Landlord shall have the first right within thirty (30) days of such notice, to notify tenant that Landlord, after expiration will retain in place or otherwise, without fee, all or designated buildings, shelters and related fixtures, other than personalty and antenna structures. If Landlord does not so notify Tenant, within thirty (30) days of expiration of this Lease, Tenant shall remove its buildings, shelters, antenna structures (except footings) fixtures and all personal property and otherwise restore the Premises and Property to its original condition, reasonable wear and tear excepted. If said buildings, shelters, antenna structures, fixtures and personal property remain on the Premises beyond the expiration date without Landlord's consent, Tenant shall pay Landlord an amount that is equal to one hundred fifty percent (150%) of the rate of rent in effect immediately prior to expiration until all such buildings, shelters, antenna structures fixtures and personal property are completely removed. With respect to termination under Paragraph 11, Landlord shall have the all the same rights to remove or retain Tenant's Facilities as permitted with an expiration, except, Landlord shall not be required to receive prior notice from Tenant, and upon notice to Tenant, Landlord shall have the right upon



termination to retain (subject to an agreement with Tenant's lender(s)), or required to be removed, some or all of Tenant's buildings, shelters and related fixtures other than personalty and antennas. Any such buildings, shelters and related fixtures that Landlord does not choose to retain upon termination shall be removed by Tenant at Tenant's cost upon termination and failure to do so shall result in a payment of an amount equal to one hundred fifty percent (150%) of the rate in effect immediately prior to termination until all such buildings, shelters, and related fixtures, antenna structures, fixtures and personal property not retained by Landlord are completely removed.

(e) **Security.** At its sole cost and expense, Tenant may use any and all appropriate means of restricting access to the Tenant's Facilities that are exclusive to Tenant. Such restriction of access shall not interfere with the access to the Tower Site by Landlord and other users/Tenants of the Tower Site. Security of the Premises shall be the sole responsibility, expense, and liability of the Tenant.

## **8. Access.**

(a) Throughout the Initial Term of this Lease and all Extension Terms, Tenant, Tenant's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and its agents, employees, contractors, guest and invitees, a non-exclusive right for pedestrian and vehicular (by a four (4) wheel drive vehicle, if necessary) ingress and egress across the Accessway.

(b) Landlord shall maintain the Accessway in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. However, Landlord shall not be liable for any direct, incidental, or consequential damage as a result of the Tenant's inability to access the Premises or Tenant's Facilities.

(c) Upon request, Tenant shall supply Landlord with a copy of all Tenant's engineering specifications, system designs, plans and Governmental Approvals for the Premises.

**9. Utilities.** Tenant shall be required to obtain separate utility service from any utility company that will provide service to the Premises. In conjunction with this requirement Tenant will have the non-exclusive right to utilize a portion of the existing electric and telephone distribution panel for its purpose. Tenant shall make direct billing arrangements with the power and telephone company. The use or installation of additional conduits or cables to provide electric or telephone to the Tenant's equipment shall be at the sole cost and responsibility of the Tenant including, but not limited to, the requirements of Paragraph 7(a) above. In the event the Tenant desires to provide for the installation of an emergency generator or generator hook-up, permission to do so shall be the responsibility, cost and liability of the Tenant (subject to local land use regulations) and subject to prior consent of the Landlord, which approval shall not be unreasonably withheld or delayed. Should such emergency generator facilities not be part of the

Tenant's Facilities as described above, such installation will be considered additional space and subject to the provisions of this agreement regarding additional rent.

**10. Maintenance and Repairs**

(a) **Tenant's obligation.** Tenant shall, at Tenant's expense, keep and maintain the Tenant's Facilities now or hereafter located on the Premises in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. If Tenant fails to do so after being provided with a thirty (30) day prior written notice by Landlord, then Landlord may elect to do such maintenance and repairs and charge Tenant additional rent for the reasonable costs of same. Upon termination or expiration of this Lease, the Premises shall be returned to the Landlord in good, usable condition, normal wear and tear and casualty excepted.

(b) **Landlord's obligation.** Landlord will maintain its improvements at the Tower Site in good condition, and shall maintain the Tower in good repair as required by all federal, state, county and local laws.

**11. Termination: Default.** Except as otherwise provided herein, this Lease may be terminated as follows:

(a) **Monetary Default.** Upon thirty (30) days written notice by Landlord, if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period, providing such termination does not relieve Tenant of liability for Annual Rent hereunder;

(b) **Non-monetary Default.** Subject to the provisions of Paragraph 6 regarding interference, upon thirty (30) days prior written notice by either party, if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period, providing such termination does not relieve Tenant of liability for Annual Rent hereunder;

(c) **Loss of License.** Upon thirty (30) days notice by Tenant that Tenant is unable, after a good faith effort by Tenant, to maintain any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the operation of the Tenant's Facilities. In such case, Landlord shall retain all rentals paid to Landlord prior to the termination date. Upon such termination, Landlord and Tenant shall have no further obligations to each other, other than Tenant's obligation to remove its property as hereinafter provided.

(d) **Casualty.** In the event that the Premises is damaged by fire or other casualty to the extent that the Premises cannot reasonably be expected to be repaired within ninety (90) days following such casualty, or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to materially disrupt Tenant's operations at the Premises for more than sixty (60) days, Tenant may at any



time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to Landlord. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in notice were the date originally set as the expiration date of this Lease and the parties shall make appropriate adjustments as of such termination date, with respect to payment due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty and until the Premises and/or Tenant's Facilities are restored to the condition existing immediately prior to such damage or destruction.

(e) **Condemnation.** If the Premises or Tenant's Facilities are condemned or transferred in lieu of condemnation, Tenant may elect to terminate this agreement as of the date of the condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than 45 days following the date of such condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(f) **Termination at Will.** Tenant may terminate this Lease at any time and for any reason upon one hundred eighty (180) days written notice to Landlord.

(g) **Remedies.** Tenant hereby waives any requirement for a Notice to Quit, but otherwise Tenant and Landlord shall have all remedies provided by law to enforce this Lease. In any such action the non-prevailing party shall be liable for prompt payment of the Attorneys fees and costs of enforcement of the prevailing party.

**12. Taxes.** Upon receipt of written notice and supporting documentation from Landlord, Tenant shall pay any personal or real property taxes assessed on, or any portion of such taxes directly attributable to the Tenant's Facilities or the Leased Premises including, without limitation, equipment shelters and/or cabinets and related equipment or facilities installed by Tenant at the Tower Site.

**13. Insurance and Subrogation.**

(a) Each Party shall carry Comprehensive Commercial General Liability Insurance in an aggregate amount of at least Two Million and no/100 Dollars (\$2,000,000.00), by a provider that has an "A" Best rating and is licensed to do business in the State of New York. Notwithstanding the foregoing, Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain as long as provider is so rated and licensed to do business in the State of New York. In all cases Tenant shall name Landlord as an additional insured and provide a certificate of insurance at least once per year and at such other times upon Landlord's request.



(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability for, and waive all right of recovery against the other for, any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

**14. Hold Harmless.** Subject to Paragraph 13(b), Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Damages") arising from the indemnifying party's breach of any term or condition of this agreement and/or from the negligence or willful misconduct of the indemnifying party's agents, employees, or contractors, including independent contractors in or about the Property, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of the indemnified party or its employees or agents. The duties described in this Paragraph shall apply as of the Date of this agreement and survive the termination of this agreement.

**15. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent for next-business-day delivery by a nationally recognized overnight carrier to the following address (or any other address that the Party to be notified may have designated to the sender by like notice):

To the Landlord, at: First Selectman  
Town of New Fairfield  
4 Brush Hill Road  
New Fairfield, Connecticut 06812

To the Tenant, at: County of Putnam  
112 Old Route 6  
Carmel, New York 10512  
Attn: Director of IT/GIS

and

Putnam County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

**16. Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants to Tenant that (a) Landlord has full right, power and authority to execute this Lease; (b) it has good and unencumbered title to the Premises and the Tower and related improvements, all of which are free and clear of any liens or mortgages; and (c) execution and performance of this Lease will not violate any laws, ordinance, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet

enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default in the terms of this Lease beyond any applicable grace or cure period. There shall be no breach of this Covenant of Quiet Enjoyment by virtue of co-location on the Tower or Tower Site.

**17. Environmental Laws.**

(a) Landlord and Tenant shall not introduce or use any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as being hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Environmental Laws") in violation of any Environmental Laws. Tenant shall be responsible for, and shall promptly conduct investigations of all deposits, spills or releases of any Hazardous Substance caused by Tenant, its agents, employees, and contractors that have occurred or which may occur on the Property and perform such cleanup, material removal, restoration work or other remediation of same as required by any Environmental Laws. Further, Landlord shall be responsible for, and shall promptly conduct investigations of all deposits, spills or releases of any Hazardous Substance caused by Landlord, its agents, employees, contractors, and independent contractors that have occurred or which may occur on the Property and perform such cleanup, material removal, restoration work or other remediation of same as required by any Environmental Laws.

(b) Each Party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee shall suffer or incur due to the (i) breach of any representations set forth in this Section 17, (ii) existence or discovery of any Hazardous Substances on the Property that relate to or arise from the indemnitor's activities or those of its agents, employees and contractors, (iii) migration of any Hazardous Substance to other properties that relate to or arise from the indemnitor's activities on or at the Property, or (iv) release into the environment of any Hazardous Substance that relates to or arises from the indemnitor's, its agents, employees or contractor's activities on or at the Property prior to and during the Initial Term and all Extension Terms of this Lease. The indemnifications set forth in this subparagraph specifically include, without limitation, the payment or reimbursement of costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

**18. Assignment, Subleasing.**

(a) Tenant shall not have the right to assign or otherwise transfer this Lease to any person or business entity without the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Landlord may assign this Lease, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein.



- (b) Tenant may not sublease the Premises.

**19. Representations And Warranties:**

a. Tenant agrees with Landlord that the following representations, covenants and warranties shall be true and accurate on the Commencement Date:

- i. Tenant is a duly authorized governmental entity;
- ii. Tenant has the legal right, power and authority to enter into this agreement and to perform all of its obligations hereunder, subject to the terms hereof;
- iii. The execution and delivery of this agreement and the performance by Tenant of its obligations hereunder, (A) have been duly authorized by all requisite [membership] action, and (B) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of Tenant's constituent documents, or, to the best of Tenant's knowledge, any judgment, writ, injunction, regulation, ruling, directive or decree of any court of governmental authority, or any agreement or instrument to which Tenant is a party or by which Tenant is bound;

b. Tenant acknowledges and agrees that Landlord is relying on the information contained in Tenant's representations and warranties.

**20. Successors and Assigns.** This Lease and any other rights conferred upon Tenant which are granted herein shall run with the title to the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, and assigns.

**21. Partial Invalidity.** If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified only to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

**22. Rights Upon Sale.** Should Landlord at any time during the term of this Lease decide to sell to a purchaser other than the Tenant any or all of the (i) the Tower Site, Tower and other related improvements, or (ii) that portion of the Property which is underlying the Accessway or any easement or right-of-way herein conferred upon Tenant or a public utility servicing the Tower Site, such sale shall be under and subject to this Lease and Tenant's rights hereunder.



23. **Recording.** At the request of either Party, Landlord and Tenant shall execute a Notice of Lease in recordable form containing such information as required by statute and said Notice of Lease may be recorded in the applicable land records.

24. **Authority.** The persons who have executed this Lease each represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

25. **Construction.** This Lease shall be construed in accordance with the laws of the State of New York.

26. **Survival.** The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease, which by their nature require performance subsequent to the expiration, or termination of this Lease, shall also survive such termination or expiration.

27. **Captions.** All captions contained in this Lease have been inserted for convenience only and are not intended to be part of this Lease. They shall not affect or be utilized in the construction or interpretation of the provisions of this Lease.

28. **Miscellaneous.**

(a) **Entire agreement.** This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreement, with respect to the subject matter and property covered by this Lease, and no verbal or oral agreements, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representatives of either, shall be binding upon Landlord or Tenant. This Lease cannot be modified except by a written modification executed by Landlord and Tenant in the same manner as this Lease is executed.

(b) **Cooperation.** Each Party agrees to cooperate with the other in executing any documents reasonably necessary to protect its rights or use of the Property, Tower Site or Premises, as the case may be.

(c) **Title Insurance.** Tenant may obtain title insurance insuring its interest in the Property and Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(d) **No Waiver.** The failure of either Party to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any of its rights under this Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease or at law or equity.

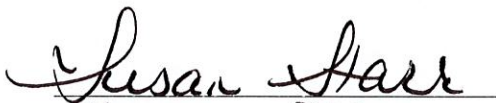
(e) **Exhibits.** All exhibits referred to herein and any addenda are incorporated herein for all purposes. The terms of all exhibits are incorporated herein for all purposes.

(f) **Brokers/Agents.** Landlord and Tenant warrant to each other that they were not represented in this transaction by real estate brokerage firms, agents or other intermediaries. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agents or other intermediary claiming to have represented the indemnifying party in this transaction.

(g) **Gender.** Wherever appropriate in this Lease, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

(h) **Counterparts.** This Lease may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Lease.

In witness thereof, the undersigned have executed this Lease as of the date first above written:

  
Susan Starr

  
Pamela J. Dohan

**LANDLORD:**

Town of New Fairfield

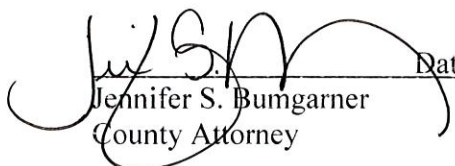
By:   
Susan Chapman  
First Selectman

**TENANT:**

Putnam County

By:   
MaryEllen Odell  
County Executive

**READ & APPROVED:**

  
Jennifer S. Bumgarner  
County Attorney

Date 6.27.14

 Date 6/27/14  
Adrienne L. Spadaccini  
Senior Deputy County Attorney  
For Risk and Compliance

 Date 6/27/14  
William J. Carlin, Jr.  
Commissioner of Finance

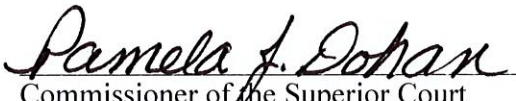
 Date 6/30/14  
Thomas C. Lanon, Sr.  
Director of IT/GIS



STATE OF CONNECTICUT                    )  
  ) ss: New Fairfield  
COUNTY OF FAIRFIELD                    )

On this the 3<sup>rd</sup> day of July, 2014, before me, the undersigned officer, personally appeared Susan Chapman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in her capacity as First Selectman of the Town of New Fairfield, a municipal corporation, being authorized so to do, and that by her signature on the instrument, the Town of New Fairfield executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand.

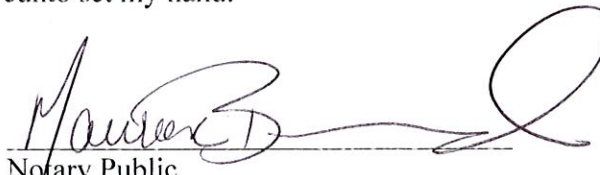
  
Commissioner of the Superior Court  
Notary Public

**PAMELA J. DOHAN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES 9/30/2018

STATE OF NEW YORK                        )  
  ) ss: Carmel  
COUNTY OF PUTNAM                        )

On this the 30<sup>th</sup> day of June, 2014, before me, the undersigned officer, personally appeared MaryEllen Odell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in her capacity as County Executive for Putnam County, a municipal corporation of the State of New York, being authorized so to do, and that by her signature on the instrument, the Putnam County executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand.

  
Notary Public  
My Commission expires:

**MAUREEN BERNARD**  
Notary Public, State of New York  
No. 01BE6109598  
Qualified in Putnam County  
Commission Expires May 10, 2016

# **EXHIBIT A**



am

DEED

THIS INDENTURE, made the 9<sup>th</sup> day of March, 2011, BETWEEN

TOWER HILL COMMUNICATIONS, LLC, a domestic limited liability company, having an address at P. O. Box 289, Millbrook, New York 12545, as party of the first part, and

TOWN OF NEW FAIRFIELD, CONNECTICUT, having an address at 4 Brush Hill Road, New Fairfield, Connecticut 06812, as party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN DOLLARS and other good and valuable consideration paid by the party of the second part, the receipt and adequacy of which is hereby acknowledged, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Patterson, County of Putnam, and State of New York, more particularly bounded and described as is set forth on Schedule "A" annexed hereto.

TOGETHER WITH all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER WITH the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

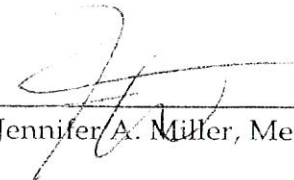
AND the party of the first, in compliance with Section 13 of Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it reads "parties" whenever the sense of the indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF:

TOWER HILL COMMUNICATIONS, LLC

By:

  
Jennifer A. Miller, Member

## SCHEDULE A

**ALL** that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Patterson, County of Putnam, and State of New York, more particularly bounded and described as is set forth on Schedule "B" annexed hereto.

Being the same premises conveyed by AMERICAN TOWERS, INC., to TOWER HILL COMMUNICATIONS, LLC, by deed dated December 13, 2002, and recorded in the office of the Putnam County Clerk at Liber 1620 of Deeds, Page 21.

The premises are not in an agricultural district and are entirely owned by the transferor.



## Schedule "B"

Title Number LTA-1278

Page 1

ALL that certain tract, piece or parcel of land, situate in the Town of Patterson, County of Putnam and State of New York, hereinafter described as Parcel I; together with a right of way and easement for all purposes of ingress and egress between said tract of land and the public road hereinafter described, said right of way and easement being situate partly in the Town of Patterson, County of Putnam and State of New York, and partly in the Town of Sherman, County of Fairfield and State of Connecticut, hereinafter more fully described as Parcel II; and also a right of way and easement for the construction, operation and maintenance of facilities for electric power and communication between the public road and the property herein referred to as Parcel I, said right of way and easement being situate in the Town of Patterson, County of Putnam and, near its northerly terminus, in the Town of Pawling, County of Dutchess, State of New York, and being hereinafter more fully described as Parcel III:

### Parcel I

BEGINNING at the point which is the northeast corner of said property, from which point a stone bound on the easterly boundary line of property now or formerly of Frank Grady (said stone bound being N. 15° 50' E, a distance of 367.01 feet from the southeasterly corner of said Frank Grady property) bears N. 52° 14' 30" W, 203.22 feet;

THENCE N. 3° 45' W, 189.11 feet;  
THENCE N. 18° 22' 30" W, 206.55 feet;  
THENCE N. 12° 50' W, 181.81 feet;  
THENCE N. 9° 47' 30" W, 284.25 feet;  
THENCE N. 9° 37' W, 205.11 feet;  
THENCE N. 53 ° 30' W, 2.50 feet;

THENCE from said BEGINNING POINT, RUNNING due south for a distance of 350 feet to a monument at the southeast corner of said property;

THENCE RUNNING due west 375 feet to a monument at the southwest corner of said property;

THENCE RUNNING due north 350 feet to a monument at the northwest corner of said property;

THENCE RUNNING due east 375 feet to a monument at the northeast corner of

Continued On Next Page

Schedule "B" - continued

Title Number LTA-1278

Page 2

said property, the point and place of BEGINNING.

Parcel II: (For Conveyance Only)

A RIGHT OF WAY AND EASEMENT across lands now or formerly of Walter Gordon Merritt and Isabel H. Merritt; for all purposes of ingress and egress between the property hereinabove described as Parcel I and the public road which runs from Connecticut State Route 37 to Akins Corners, in the Town of Pawling, New York, said right of way and easement having a center line which begins at a point approximately 145 feet east of the northwest corner of the property hereinabove described as Parcel I, and which follows a curvilinear course, bearing easterly from said Parcel I, until it intersects the New York-Connecticut State Line, whence it traverses property of said Merritts in the Town of Sherman, County of Fairfield, State of Connecticut, for a distance of 625 feet, following northerly and northwesterly courses and then re-entering property of the said Merritts in the Town of Patterson, County of Putnam, State of New York; thence continuing on northerly or northwesterly courses to a point of intersection with the center line of the public road hereinabove referred to, said right of way and easement having a total length of approximately 3800 feet.

Parcel III: (For Conveyance Only)

A RIGHT OF WAY AND EASEMENT for the construction, operation and maintenance of systems for electric power and communication, consisting of the necessary poles, wires, cables, conduits, guys, anchors, braces and appurtenances, upon, along, over or under a strip of land 50 feet in width, the center line of said strip running by tangents in a northerly direction from a point approximately 235 feet east of the northwest corner of the property hereinabove described as Parcel I, to a point approximately 38 feet southeasterly from the stone bound on the easterly line of the Frank Grady property, more fully described in Parcel I hereinabove; thence running in a northeasterly direction generally parallel to and approximately 25 feet distant from the easterly property line of the lands now or formerly owned by said Frank Grady, Juliet R. Kohn, also known as Julia Kohn, and Elizabeth Baker, to a point of intersection with the northerly line of the public road between Connecticut State Route 37 and Akins Corners, in the Town of Pawling, New York.



## ACKNOWLEDGMENTS

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

On the 9<sup>th</sup> day of March, 2011, before me, the undersigned, a notary public in and for said state, personally appeared JENNIFER A. MILLER personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

2015

Tax Identification number: 5-1-35  
Town of Patterson  
County of Putnam  
State of New York

Record and Return to: John F. Keating, Jr.  
71 Route 39, Suite One  
New Fairfield, Connecticut 06812

# **EXHIBIT B**



TOWER HILL COMMUNICATIONS, LLC Schedule "B" Site NY003

212 Tower Hill Road Patterson, Ny 12563

2nd Floor Customers  
Space Rev 1-2-10

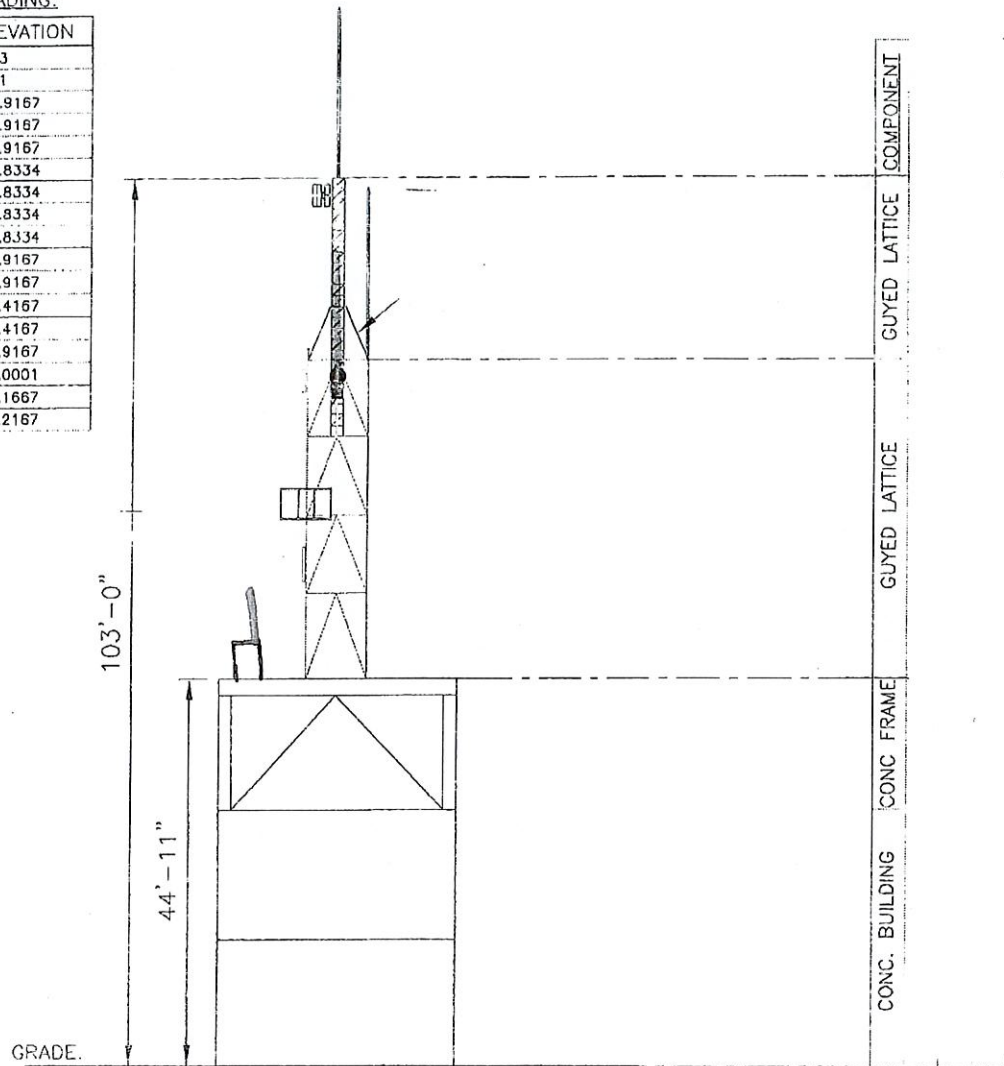


# **EXHIBIT C**

# TOWN OF NEW FAIRFIELD - TOWER DESIGN CRITERIA

## DESIGNED APPURTENANCE LOADING:

| TYPE                     | CL ELEVATION |
|--------------------------|--------------|
| 20'x3" Dia Omni          | 113          |
| CSA10-41-DIN             | 101          |
| 20'x3" Dia Omni          | 91.9167      |
| GPS                      | 81.9167      |
| GPS                      | 81.9167      |
| Guy A                    | 81.8334      |
| Guy B                    | 81.8334      |
| Guy C                    | 81.8334      |
| Guy D                    | 81.8334      |
| 104781-24.7              | 79.9167      |
| PTP49600-WB3222          | 77.9167      |
| 9' Dish Mount (Empty)    | 77.4167      |
| 9' Dish Mount            | 77.4167      |
| CSA10-41-DIN             | 76.9167      |
| Upper Base Reaction      | 73.0001      |
| 6' T-Frame (Empty)       | 65.1667      |
| 4'x4" Pipe Mount (Empty) | 58.2167      |



## TOWER ELEVATION

SCALE: 1" = 20'

NOTE 1: REINFORCED CONCRETE BUILDING STRUCTURE IS OF SUBSTANTIAL MASS AND IS STRUCTURALLY SUFFICIENT TO SUPPORT THE EXISTING ANTENNA CONFIGURATION.

## SITE INFORMATION

LATITUDE: 41°-31'-13.0" N  
 LONGITUDE: 73°-32'-4.9" W  
 PROPOSED GND ELEVATION: 1305.4'± A.M.S.L.

## CODE REFERENCES AND DESIGN CRITERIA

TIA/EIA-222-F-96: 75 MPH (FASTEST MILE)  
 2010 BUILDING CODE OF NEW YORK STATE: 95 MPH (3 SECOND GUST) EQUIVALENT TO 81 MPH (FASTEST MILE)

## REFERENCE MATERIALS

### STRUCTURAL EVALUATION:

THE EXISTING STRUCTURE WAS EVALUATED BASED ON THE REQUIREMENTS OF THE 2010 BUILDING CODE OF NEW YORK STATE AND TIA/EIA-222-F-96.

### ANTENNA RADIO PLAN:

REFER TO STRUCTURAL ANALYSIS PROVIDED BY CENTEK ENGINEERING, INC., DATED 05/23/2014 FOR CARRIER EQUIPMENT LOADING.

## REVISIONS

|   |          |                          |
|---|----------|--------------------------|
| 0 | 05/23/14 | ISSUED FOR CLIENT REVIEW |
| 1 | 05/29/14 | ISSUED FOR CLIENT REVIEW |
|   |          |                          |
|   |          |                          |

**CEN TEK** engineering  
 Centek Engineering Solutions, Inc.

(203) 423-0580 www.CentekEng.com  
 (203) 428-5387 Fax  
 43-2 North Branford Road, Branford, CT 06405

## TOWER HILL

212 TOWER HILL ROAD  
 PATTERSON, NY 12563

PROJECT NO: 13355.000

DRAWN BY: CTP

CHECKED BY: CFC

SCALE: AS NOTED

DATE: 05/21/14

**TC-1**

OWG. 1 OF 1







## EXHIBIT C

(Continued)

### PUTNAM COUNTY EQUIPMENT LIST

#### Equipment to go ON THE TOWER:

*QTY Item*

|     |  |
|-----|--|
| 2   | LOW BAND BASE ANTENNA                              |
| 3   | RFS UNIVERSAL 1 - 2-3/4" PIPE TO PIPE CLAMP        |
| 250 | 1/2" STANDARD COAX CABLE PER FT                    |
| 6   | GROUND KIT FOR LMR-600                             |
| 20  | BEAM CLAMP FOR CLIP-INS                            |
| 3   | N Male IN N FEMALE TO EQUIPMENT SIDE 20 TO 1000MHZ |
| 6   | 1/2 INCH SNAP-INS STACKABLES HANGERS 10 PACK       |
| 30  | 3/8" COAXIAL CABLE                                 |

#### Additional Equipment NOT on the Tower:

|    |                                 |
|----|---------------------------------|
| 1  | TYCO 37" CABINET USED           |
| 3  | DANIELS LOW BAND BASE           |
| 2  | MUX NEEDED FOR DS1 LINE         |
| 20 | #2 GROUND WIRE PER FT           |
| 20 | 6GA GROUND WIRE 500FT SPOOL     |
| 3  | N Female/LMR600/Compression Fit |
| 9  | N male/LMR600/Compression       |
| 3  | PPC N-FEMALE CONNECTOR FOR 400  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| PRODUCER<br>SPAIN AGENCY<br>625 Route 6<br><br>Mahopac NY 10541    | CONTACT<br>NAME: Rose Lavelle<br>PHONE<br>(A/C No. Ext): (845) 628-4500 FAX<br>(A/C No.): (845) 628-1804<br>E-MAIL<br>ADDRESS: rlavelle@spainins.com                         |
| INSURED<br>Putnam County<br>48 Gleneida Ave<br><br>Carmel NY 10512 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: NY Municipal Ins Reciprocal<br>INSURER B: TBS - Safety National Casualty<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | MPLPUTN001    | 8/1/2013                | 8/1/2014                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          | MCAPUTN001    | 8/1/2013                | 8/1/2014                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 50,000                                      |
| A        | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$   |           |          | MECPUTN001    | 8/1/2013                | 8/1/2014                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 20,000,000  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | SP4049346     | 7/1/2013                | 7/1/2014                | WC STATU-TORY LIMITS<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| A        | Health Care Prof   |           |          | HGLPUTN001    | 8/1/2013                | 8/1/2014                | Ocd/Agg \$1m/\$3m   |
| A        | Health Profess Lia   |           |          | HCOPUTN001    | 08/01/13                | 08/01/14                | Ocd/Agg \$1m/\$3m   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: 212 Tower Road, Patterson, NY.

Certificate holder is included as additional Insured as required by written contract or written agreement.

## CERTIFICATE HOLDER

## CANCELLATION

First Selectman  
Town of New Fairfield  
4 Brush Hill Road  
New Fairfield, CT 06812

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Spain/MP