



STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051

Phone: (860) 827-2935 Fax: (860) 827-2950

E-Mail: siting.council@ct.gov

Web Site: portal.ct.gov/csc

VIA ELECTRONIC MAIL

May 23, 2023

Denise Sabo
Northeast Site Solutions
420 Main Street, Unit 1, Box 2
Sturbridge, MA 01566-1359
denise@northeastsitesolutions.com

RE: **PETITION NO. 1571** – Dish Wireless, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for proposed modifications to an existing telecommunications facility located at the Norwich Public Works Department, 50 Clinton Avenue, Norwich, Connecticut.

Dear Denise Sabo:

The Connecticut Siting Council (Council) requests your responses to the enclosed questions no later than June 13, 2023.

Please submit an original and 15 copies to the Council's office and an electronic copy to siting.council@ct.gov. In accordance with the State Solid Waste Management Plan and in accordance with Section 16-50j-12 of the Regulations of Connecticut State Agencies, the Council requests all filings be submitted on recyclable paper, primarily regular weight white office paper. Please avoid using heavy stock paper, colored paper, and metal or plastic binders and separators. Fewer copies of bulk material may be provided as appropriate.

Please be advised that the original and 15 copies are required to be submitted to the Council's office on or before the June 13, 2023 deadline.

Copies of your responses are required to be provided to all parties and intervenors listed in the service list, which can be found on the Council's website under the "Pending Matters" link.

Any request for an extension of time to submit responses to interrogatories shall be submitted to the Council in writing pursuant to §16-50j-22a of the Regulations of Connecticut State Agencies.

Sincerely,

A handwritten signature in dark ink, appearing to read "Melanie Bachman".

Melanie Bachman
Executive Director

MB/IN

c: Service List dated May 1, 2023

**Petition No. 1571
Dish Wireless LLC
Norwich Public Works Department, 50 Clinton Avenue, Norwich, Connecticut**

**Interrogatories
May 23, 2023**

Notice

1. Referencing Section V, p. 3 and Attachment 7 of the Petition, has the City of Norwich and/or any abutting property owners provided comments to Dish since the Petition filing? If so, please summarize the comments.
No comments have been received to date.
2. Referencing Attachment 1 to the Petition, it states, “T-MOBILE USA TOWER, LLC (“Crown Castle”) hereby authorizes DISH Wireless, LLC, ...” Is this correct?
This is a typo. Revised Letter of Authorization attached.

Project Development

3. Is the project, or any portion of the project, proposed to be undertaken by state departments, institutions or agencies, or to be funded in whole or in part by the state through any contract or grant?
No, this is not a state funded project.
4. Would the proposed antenna installation at the existing facility be needed for coverage or capacity? What areas in the vicinity of the existing facility would benefit from the proposed installation?
Please see attached propagation map displaying proposed coverage area that would benefit from this installation.

Existing Facility

5. Is the compound expansion area within the existing facility’s lease area? Submit a depiction of the existing facility lease area.
Yes, the compound expansion will be within the existing facility’s lease area. See included ground lease along with the amendment which accommodates Dish Wireless.
6. Referring to Petition Sheet A-1, the compound expansion area appears to be within an area currently used by City of Norwich Public Works. Is there a plan to relocate the public works equipment from the compound expansion area? If yes, when would the plan be implemented and by whom?
The General Contractor will coordinate directly with the City of Norwich Public Works department to ensure there are no disruptions during the construction process and the compound expansion area is cleared of any existing equipment prior to beginning construction.

7. Would construction have any impacts on public works operations? How would public works operations be maintained during construction? Explain.
The GC will coordinate directly with the City of Norwich Public Works department to ensure there are no disruptions during the construction process / the compound expansion area is cleared of any existing equipment prior to beginning construction.

Proposed Modifications

8. Referring to Petition p. 1, define “normal business hours” for construction.
8am – 5pm for construction.
9. How will the proposed equipment platform and radio cabinets be installed? What construction equipment will be used and how will it access the construction area?
Dish’s equipment will be installed by hand and brought to the site via a towable trailer.
10. Referring to Petition Sheet E-1, Note 3 states, “All trenches in compound to be hand dug.” Explain.
In order to avoid disrupting any existing lines/equipment, hand digging must be utilized in the compound. This is the safest method of ensuring no damage occurs.
11. Will excavation and/or filling be required to accommodate the compound expansion area and swing gate?
This request is somewhat vague – however the only construction associated with the compound expansion is the installation of the new fence and underground conduit leading to the equipment pad.
12. Provide photographs of the compound expansion area.
Please see attached photos.

Public Safety

13. Identify the applicable safety standards and/or codes for the proposed equipment, machinery or technology that would be used or operated at the facility.
See sheet T-1 of the construction drawings for the applicable building codes that will be utilized/followed.
14. Would any lighting be installed on Dish’s equipment? If so, what would it be used for? Would it be on all the time, have a motion sensor or work on a preset timer?
No proposed lighting to be installed.
15. Referring to Sheet A-3, “Platform Equipment Plan,” a proposed generator plug is depicted. Would DISH obtain emergency backup power from a temporary mobile generator? If power is lost to DISH’s equipment, can DISH still provide wireless services from the site through a network sharing agreement with another wireless carrier located at the site?
No backup power source is to be installed at this time. Should Dish elect to install a backup generator in the future, the appropriate approvals would be applied for/obtained prior to construction.

16. Provide a rigorous cumulative far-field Radio Frequency Power Density Analysis that accounts for Dish's proposed equipment and all other entities' equipment on the tower, accounting for a 6-foot tall person at ground level and the actual antenna patterns for the facility with a cumulative %MPE at or below 100%. Identify the distance from the tower with the highest cumulative %MPE.

A full PD report from EBI dated March 20, 2023 was submitted with the PT. The report does have the cumulative report and calls out the MPE for a 6-ft tall person.



4545 E River Rd, Suite 320
West Henrietta, NY 14586

Phone: (585) 445-5896
Fax: (724) 416-4461
www.crowncastle.com

Crown Castle Letter of Authorization

CT - CONNECTICUT SITING COUNCIL

Melanie A. Bachman
Executive Director
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: Tower Share Application
Crown Castle telecommunications site at:
50 CLINTON AVENUE, NORWICH, CT 06360

CROWN CASTLE USA (“Crown Castle”) hereby authorizes DISH Wireless LLC, including their Agent, to act as our Agent in the processing of all zoning applications, building permits and approvals through the CT - CONNECTICUT SITING COUNCIL for the existing wireless communications site described below:

Crown Site ID/Name: 826313/NORWICH
Customer Site ID: BOBOS00883A/
Site Address: 50 Clinton Avenue, Norwich, CT 06360

Crown Castle

By:  _____ Date: 6/15/2023
Richard Zajac
Site Acquisition Specialist

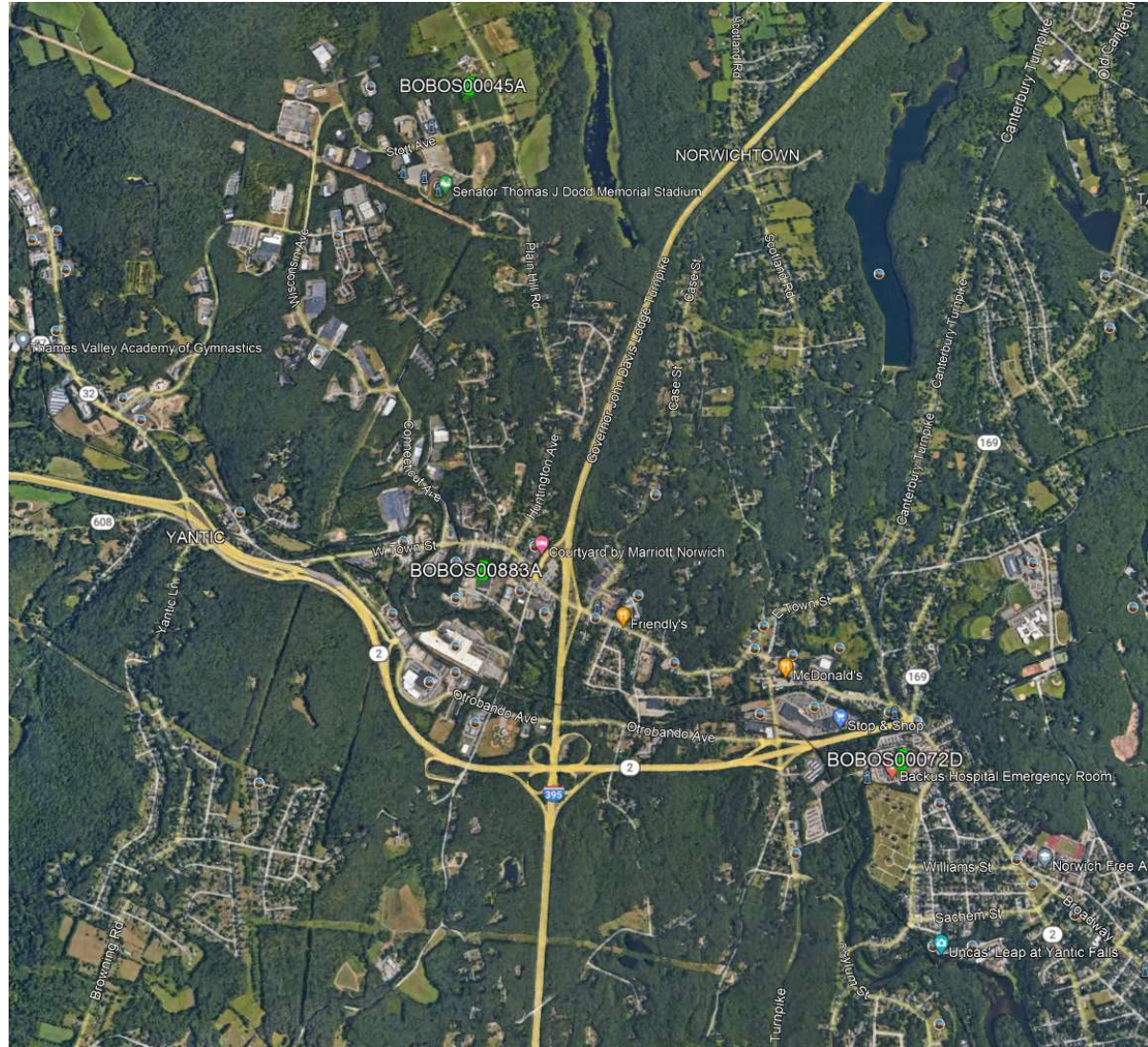


BOBOS00883A

RF Search Feedback:

This site is located in Norwich town area. It is covering I-395 and RT2.

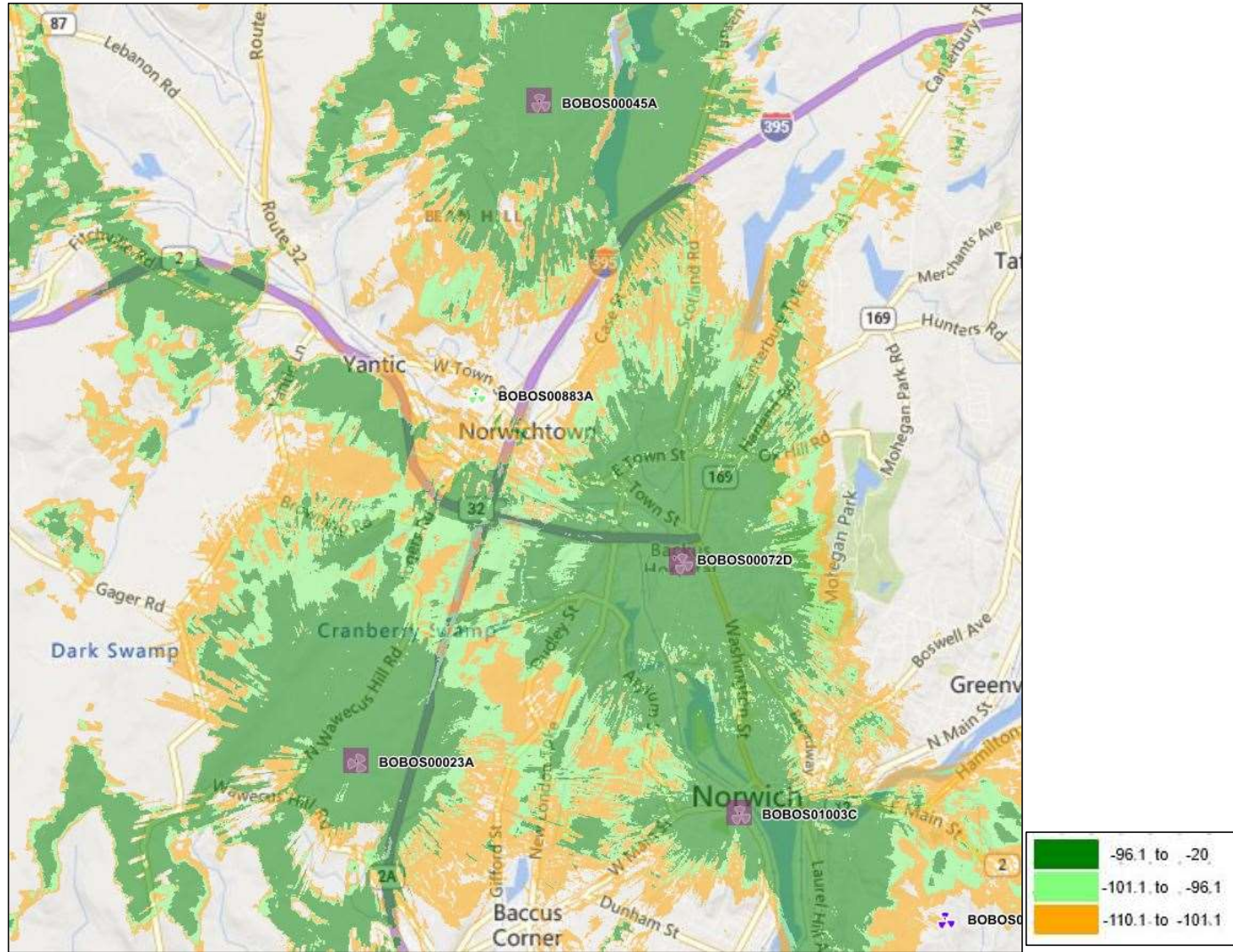
Every effort has been made to find a suitable alternate candidate. Per RF and SD, this is the best candidate to service this Ring.





BOBOS00883A

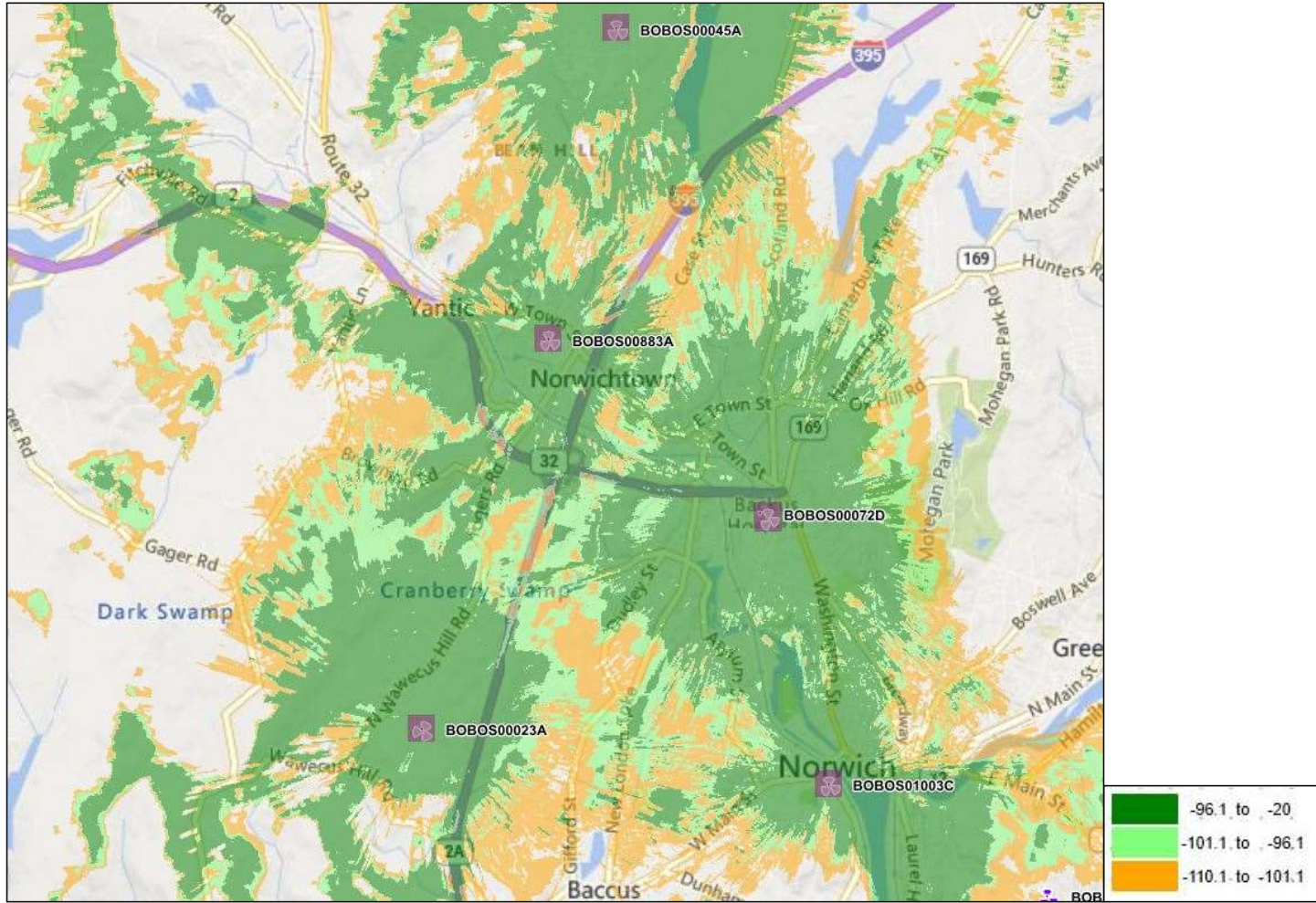
**LOW-BAND
COVERAGE
Without Site**





BOBOS00883A

**LOW-BAND
COVERAGE
With SITE**



SECOND AMENDMENT TO STANDARD LEASE AGREEMENT
(BU 826313)

THIS SECOND AMENDMENT TO STANDARD LEASE AGREEMENT ("Second Amendment") is made effective this 9 day of December, 2022, by and between CITY OF NORWICH, a Connecticut municipal corporation ("Lessor"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Lessee"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Lessor and Omnipoint Communications Inc., a Delaware corporation ("Omnipoint"), entered into a Standard Lease Agreement dated December 23, 1999 (as amended and assigned, the "Agreement"), whereby Lessor leased to Omnipoint a portion of that property (said leased portion being the "Premises") located at 50 Clinton Avenue (Tax Parcel #0580020039), Norwich, New London County, State of Connecticut, and being further described in Book 707, Page 248 in the Clerk's Office for the Town of Norwich ("Clerk's Office") together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Lessor and Omnipoint entered into that First Lease Amendment dated February 10, 2000 ("First Amendment"), which clarified the size of the Premises to be that 20 feet by 60 feet (1,200 square feet) portion of land, among other changes; and

WHEREAS, the term of the Agreement commenced on November 21, 2000, and has an original term, including all Renewal Terms, that will expire on November 20, 2025; and

WHEREAS, Lessor and Lessee now desire to further amend the terms of the Agreement as provided for herein.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Lessee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Lessor hereby grants its consent to Lessee to sublease or license a portion of the Leased Premises to Dish Wireless L.L.C. ("Dish") for all uses permitted under the Agreement, including, without limitation, installing, operating and maintaining communications equipment, cables and shelters. Dish shall have the same rights of ingress and egress to the Premises, and the provision of utilities thereto, in the same manner and to the same extent as Lessor granted and conveyed to Lessee under the Agreement.

3. Lessor hereby leases to Lessee that certain 191 square feet of land shown and described in Exhibit A attached hereto as the "Additional Land", and described as the "Additional Land" by metes and bounds on Exhibit B attached hereto, and same shall hereafter be part of the Premises leased to Lessee under the Agreement ("Additional Land"). The Premises, from and

after the date of this Second Amendment, shall be that approximately 1,398 square feet, as same is cumulatively shown as the "Tower Lease" on Exhibit A attached hereto, and described as the "Tower Lease" by metes and bounds on Exhibit B attached hereto. The Agreement is hereby amended to reflect such increase in the size of the Premises and Exhibit A and Exhibit B attached hereto shall supplement any and all existing descriptions of the Premises.

4. The description and location of the easements and rights of way granted in the Agreement for access and utilities are amended to reflect that "Access/Utility Easement" and the "Utility Easement" shown in Exhibit A attached hereto and described as the "Access/Utility Easement" and the "Utility Easement" by metes and bounds on Exhibit B attached hereto, and Lessor does hereby grant same to Lessee for those uses provided for in the Agreement. Exhibit A and Exhibit B attached hereto shall replace any and all existing descriptions of the easements and rights of way for access and utilities granted in the Agreement; provided, however, in the event the location(s) of any of Lessee's or its subtenants' or licensees' existing utilities and/or access routes are not depicted or described on Exhibit A or Exhibit B, Lessee's easement rights over such area(s) shall remain in full force and effect.

5. Pursuant to the terms of the First Amendment, Lessee agrees to pay to Lessor [REDACTED] of the rental proceeds actually received by Lessee from Dish (the "Dish Additional Rent") within thirty (30) days after receipt of said payments by Lessee. In the event that the sublease or license with Dish expires or terminates, Lessee may terminate its lease of the Additional Land by providing Lessor thirty (30) days prior written notice of such termination, and in the event of such termination, Lessee's obligation to pay Dish Additional Rent shall cease. Upon such termination, Lessee shall, within a reasonable time, vacate the Additional Land and restore the Additional Land to its original condition, reasonable wear and tear excepted, and same shall no longer be part of the Premises.

6. Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for each Sublease (as defined in the First Amendment) for the prior twelve (12) month period, and Lessee shall provide such written report to Lessor within sixty (60) days after Lessee's receipt of Lessor's written request. Lessor shall send its written request to the Notice address set forth herein.

7. Section 14 of the Agreement is amended by deleting Lessee's notice address and inserting the following:

Lessee: T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

With a Copy To: T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006

Attn: Leasing Administration

8. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby. Lessor has complied with all applicable laws in entering into this Second Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Lessee is relying on such compliance in entering into this Second Amendment.

(b) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's property on which communications facilities or other Lessee improvements exist on the date of this Second Amendment.

9. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Lessee. In the event the Premises is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

LESSOR:

Signed Sealed and Delivered
in the Presence of:

City of Norwich,
a municipal corporation

Witness #1 [Signature]
Witness #2 [Signature]

By: [Signature] (SEAL)
Print Name: John Salomone
Title: City Manager

STATE OF Connecticut)
COUNTY OF New London)

SS: Norwich

On this the 2nd day of December, 2022, before me, Jacquie L. Barbarossa the undersigned officer, personally appeared John L. Salomone who acknowledged himself/herself to be the City Manager of the City of Norwich, a municipal corporation, and that he/she as such City Manager, being authorized so to do executed the foregoing Second Amendment to Standard Lease Agreement for the same for the purposes therein contained, by signing the name of the corporation, by himself/herself as City Manager.

In witness whereof I hereunto set my hand.

[Signature]
Signature of notary public
Print name: _____
Date commission expires: _____
[affix stamp or seal]

JACQUIE L. BARBAROSSA
Notary Public, State of Connecticut
My Commission Expires Nov. 30, 2023

EXHIBIT A

[ATTACHED HERETO]

TOWER SURVEY

826313

NORWICH
50 CLINTON AVENUE
NORWICH, CT 06360
NEW LONDON COUNTY

VICINITY MAP
NOT TO SCALE



CONTENTS

COVER SHEET
PROPERTY OVERVIEW
ACCESS OVERVIEW
SITE OVERVIEW
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS AS REQUIRED BY (STATE INSTRUMENTS USED:

-TOPCON GTS50
-CARLSON BR6

COORDINATES

LABEL	LAT. LONG
MON 1 / POC	41°33'24.18", -72°08'33.80"

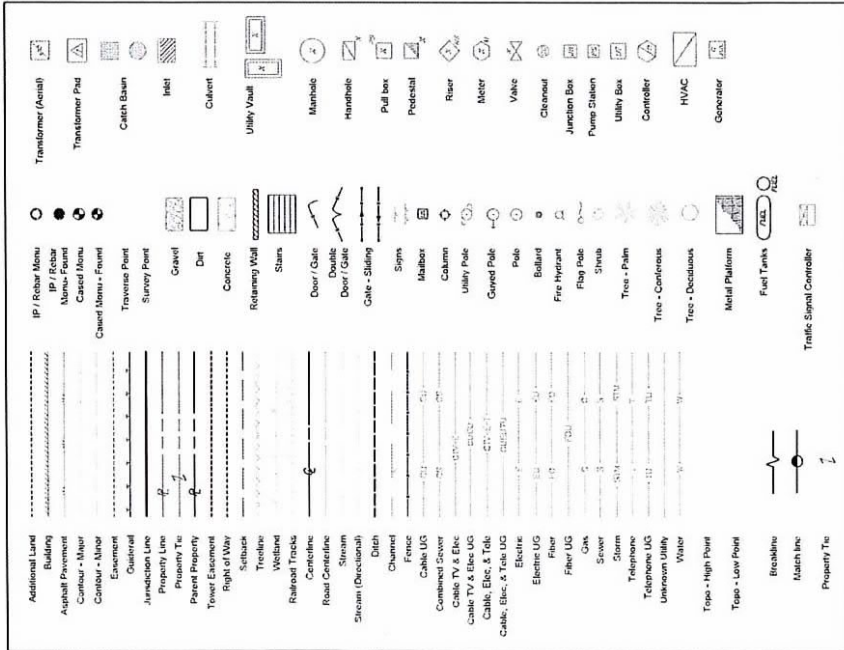
ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	277475	6.37
TOWER COMPOUND	1207	0.03
EXISTING TOWER LEASE	1207	0.03
ADDITIONAL LAND	191	0.004
TOWER LEASE	1388	0.03
ACCESS/UTILITY EASEMENT	13043	0.30
UTILITY EASEMENT	2840	0.06

LEGEND



SURVEY PERFORMED FOR:



13430 NW 10th Terrace, Suite A, Alachua, FL 32015
Tel: (386) 419-6500 | Fax: (386) 462-9895

SURVEY PERFORMED BY:
JONATHAN MURPHY, LAND SURVEYOR
4650 PARAGON PARK RD, RALEIGH, NC 27616
TELE: (919) 781-9233 | FAX: (919) 408-4442

STATE OF CONNECTICUT
JONATHAN MURPHY, LAND SURVEYOR
No. 72649

STATE OF CONNECTICUT
JONATHAN MURPHY, LAND SURVEYOR
No. 72649

including its parents, subsidiaries and affiliated entities, and Vendor
Liam Neill & Associates, Inc., a Connecticut Limited Liability Company.

SURVEYOR NAME: WILLIAM J. NEILL, JR.



SIGNATURE
DATE: 11/27/2023

ZONING:
CC (GENERAL COMMERCIAL)

FLOOD NOTE:
THIS PARCEL OF LAND LIES WITHIN A 500 YEAR STORM SURVEY FLOOD HAZARD AREA AS PER FEMA PANEL NUMBER 060100011E. EFFECTIVE DATE: 08/18/2011

BEARING BASIS:
MAGNETIC SYSTEM 1983
CONNECTICUT ZONE

NOTES:
1. SURVEY PERFORMED ON 09/29/2023.
2. SYSTEM (MAGNETIC) WITH (MAGNETIC) VERTICAL CURVATURE.
3. A SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES BURRED UTILITIES. OTHERS USING DIRECT METHODS AND SUBSURFACE INVESTIGATION METHODS TO IDENTIFY THE LOCATION AND DEPTH OF THE BURRED UTILITIES. THE DEPTH OF THE BURRED UTILITIES WAS NOT DETERMINED. IT IS POSSIBLE THAT OTHER UTILITIES UNDETECTED AS A PART OF THIS SURVEY.
4. ALL CONTAINED WITHIN THE DISCLOSED DOCUMENTS UNLESS OTHERWISE NOTED HEREON. SCALE
5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
DRAWN BY: JMN/JSN/STN
CHECKED BY: JMN/JSN/STN

DATE: 11/27/2023

NO. 72649

STATE OF CONNECTICUT

JONATHAN MURPHY, LAND SURVEYOR

NO. 72649

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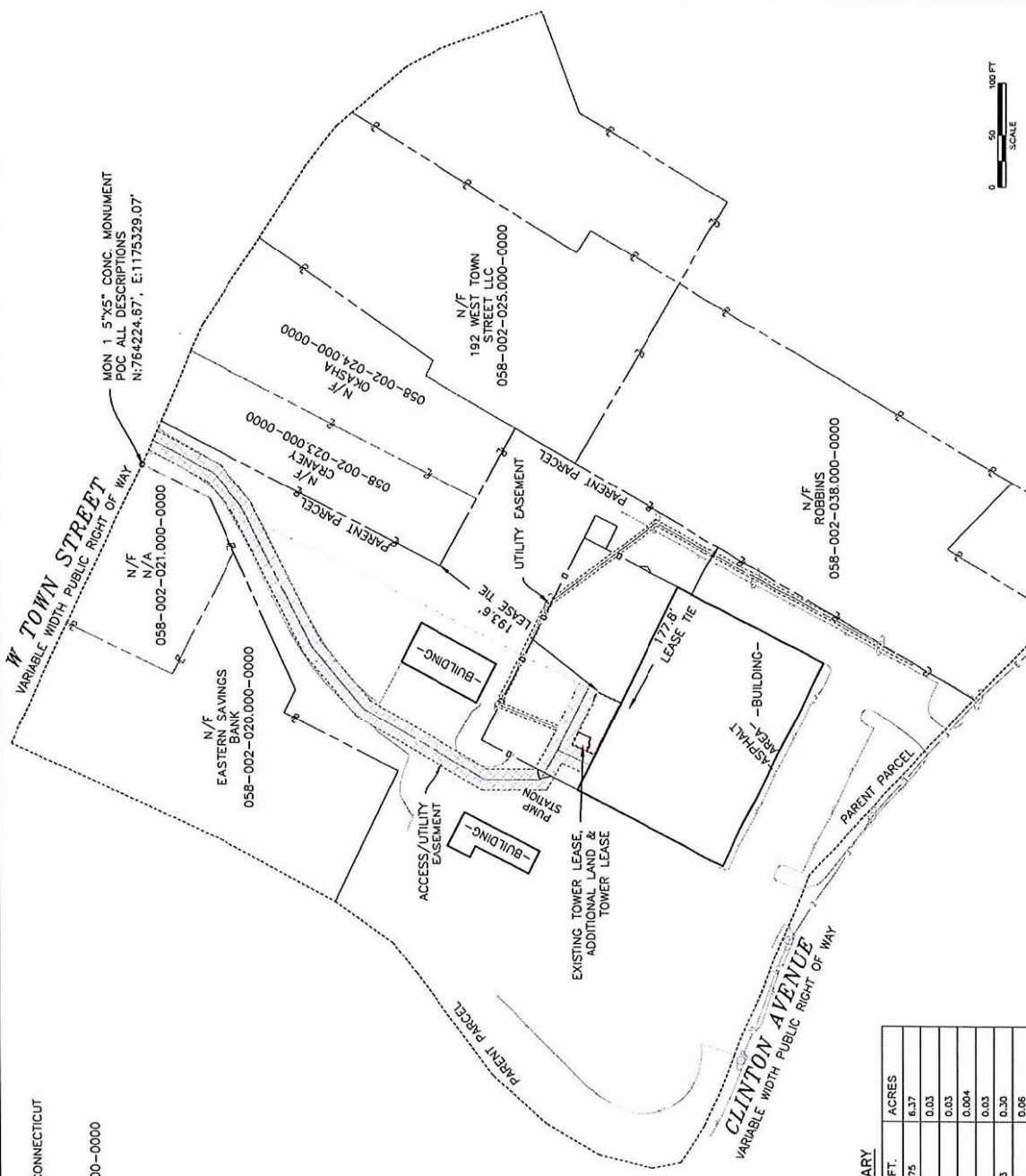
JONATHAN MURPHY, LAND SURVEYOR

NO. 72649

TOWER SURVEY

SHEET: COVER SHEET

PARENT PARCEL INFORMATION:
 OWNER: CITY OF NORWICH, A CONNECTICUT
 MUNICIPAL CORPORATION
 50 CLINTON AVENUE
 NORWICH, CT 06360
 PARCEL ID #: 058-002-039.000-0000
 PARCEL ID# 58/2/39/CELL
 DEED BOOK 707, PAGE 248



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	277475	6.37
TOWER COMPOUND	1207	0.03
EXISTING TOWER LEASE	1207	0.03
ADDITIONAL LAND	181	0.004
TOWER LEASE	1398	0.03
ACCESS/UTILITY EASEMENT	13043	0.30
UTILITY EASEMENT	2840	0.06



WILLIAM J. MOLE, JR.



[Handwritten signature]

11/23/2022

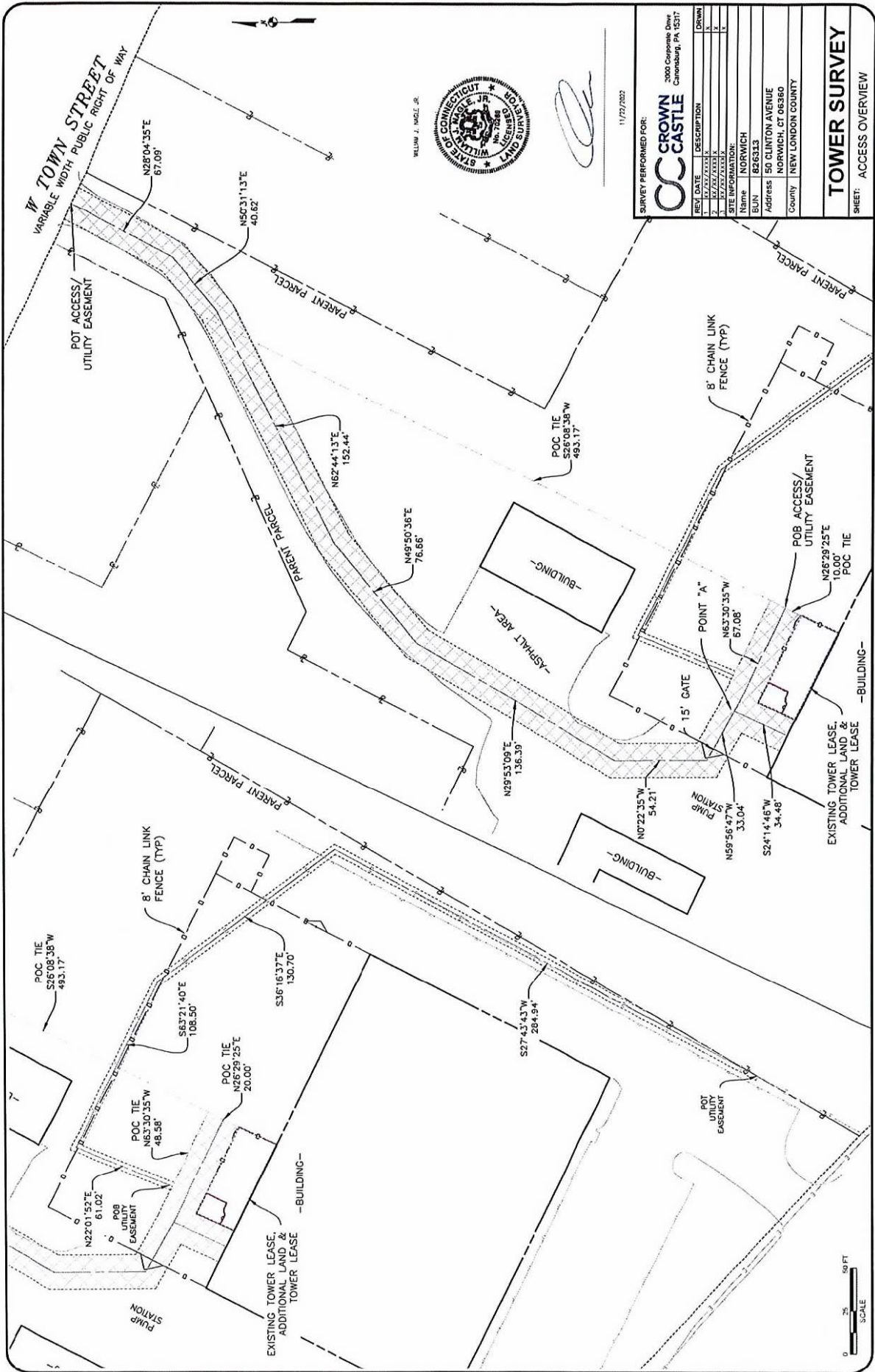
SURVEY PERFORMED FOR:
CROWN CASTLE
 2000 Corporate Drive
 Chesham, PA 15117

REV	DATE	DESCRIPTION	BY
1	11/23/2022	ISSUE	WJM
2	11/23/2022	REVISED	WJM
3	11/23/2022	REVISED	WJM

SITE INFORMATION:
 Name: NORWICH
 EUN: 8266313
 Address: 50 CLINTON AVENUE
 NORWICH, CT 06360
 COUNTY: NEW LONDON COUNTY

TOWER SURVEY
 SHEET: PROPERTY OVERVIEW





WELDON J. MADGE, JR.



11/22/2023

SURVEY PERFORMED FOR:

CROWN CASTLE
 2000 Corporate Drive
 Cranston, PA 15317

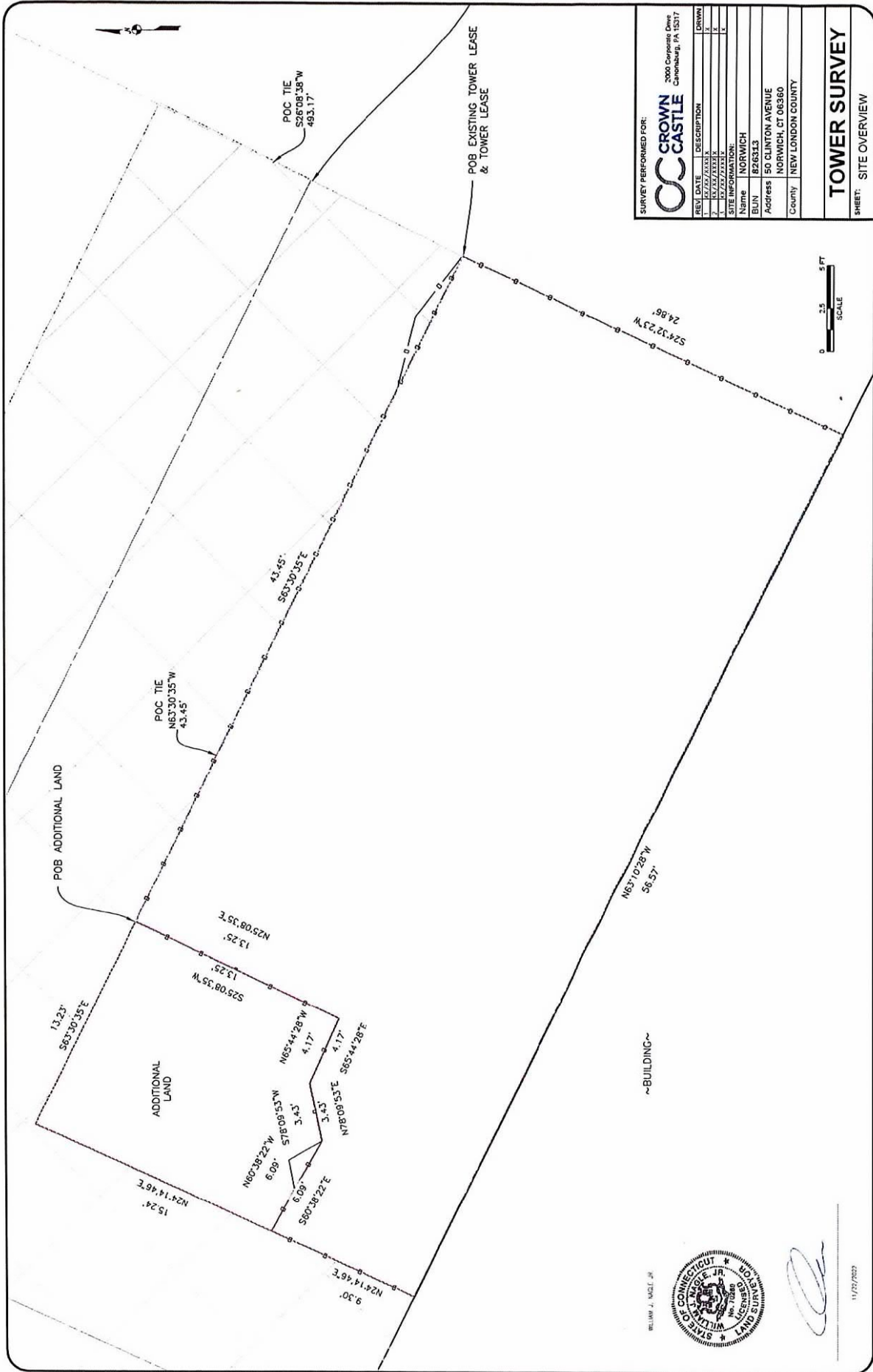
REV. DATE	DESCRIPTION	DRWN
1	11/22/2023	1
2	11/22/2023	2
3	11/22/2023	3

NAME: NORWICH
 ADDRESS: 50 CLINTON AVENUE
 NORWICH, CT 06360
 COUNTY: NEW LONDON COUNTY

TOWER SURVEY

SHEET: ACCESS OVERVIEW





SURVEY PERFORMED FOR:

CROWN CASTLE
2000 Corporate Drive
Chatham, PA 15017

REV	DATE	DESCRIPTION	CONTR
1	04/22/2023		X
2	05/12/2023		X
3	05/12/2023		X

SITE INFORMATION:

Name	NORWICH
BLN	826313
Address	50 CLINTON AVENUE NORWICH, CT 06360
County	NEW LONDON COUNTY

TOWER SURVEY
SHEET: SITE OVERVIEW

WILLIAM J. MAZUR, JR.

11/27/2023

LEGAL DESCRIPTION: EXISTING TOWER LEASE (CREATED BY THIS OFFICE)
 A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039,000-0000, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING 5'X5' CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, S 24° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO THE POINT OF BEGINNING;
 THENCE, S 24° 32' 23" W FOR A DISTANCE OF 24.86 FEET TO A POINT;
 THENCE, N 63° 10' 28" W FOR A DISTANCE OF 56.57 FEET TO A POINT;
 THENCE, N 24° 14' 46" E FOR A DISTANCE OF 9.30 FEET TO A POINT;
 THENCE, S 60° 38' 22" E FOR A DISTANCE OF 6.09 FEET TO A POINT;
 THENCE, N 78° 09' 53" E FOR A DISTANCE OF 3.43 FEET TO A POINT;
 THENCE, S 65° 44' 28" E FOR A DISTANCE OF 4.17 FEET TO A POINT;
 THENCE, N 25° 08' 35" E FOR A DISTANCE OF 13.25 FEET TO A POINT;
 THENCE, S 63° 30' 35" E FOR A DISTANCE OF 43.45 FEET TO THE POINT OF BEGINNING, CONTAINING 1,207 SQFT -OR- 0.03 ACRES.

LEGAL DESCRIPTION: ADDITIONAL LAND (CREATED BY THIS OFFICE)
 A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039,000-0000, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING 5'X5' CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, S 25° 08' 35" W FOR A DISTANCE OF 493.17 FEET TO A POINT ON AN EXISTING 1,207 SQFT TOWER LEASE, THENCE, ALONG SAID LEASE, N 63° 30' 35" W FOR A DISTANCE OF 43.45 FEET TO THE POINT OF BEGINNING;
 THENCE, S 25° 08' 35" W FOR A DISTANCE OF 13.25 FEET TO A POINT;
 THENCE, N 65° 44' 28" W FOR A DISTANCE OF 4.17 FEET TO A POINT;
 THENCE, S 78° 09' 53" E FOR A DISTANCE OF 3.43 FEET TO A POINT;
 THENCE, N 60° 38' 22" W FOR A DISTANCE OF 6.09 FEET TO A POINT;
 THENCE, DEPARTING SAID LEASE, N 24° 14' 46" E FOR A DISTANCE OF 15.24 FEET TO A POINT;
 THENCE, S 63° 30' 35" E FOR A DISTANCE OF 13.23 FEET TO THE POINT OF BEGINNING, CONTAINING 191 SQFT -OR- 0.004 ACRES.

LEGAL DESCRIPTION: TOWER LEASE (CREATED BY THIS OFFICE)
 A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039,000-0000, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING 5'X5' CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO THE POINT OF BEGINNING;
 THENCE, S 24° 32' 23" W FOR A DISTANCE OF 24.86 FEET TO A POINT;
 THENCE, N 63° 10' 28" W FOR A DISTANCE OF 56.57 FEET TO A POINT;
 THENCE, N 24° 14' 46" E FOR A DISTANCE OF 9.30 FEET TO A POINT;
 THENCE, S 60° 38' 22" E FOR A DISTANCE OF 6.09 FEET TO A POINT;
 THENCE, N 78° 09' 53" E FOR A DISTANCE OF 3.43 FEET TO A POINT;
 THENCE, S 65° 44' 28" E FOR A DISTANCE OF 4.17 FEET TO A POINT;
 THENCE, N 25° 08' 35" E FOR A DISTANCE OF 13.25 FEET TO A POINT;
 THENCE, S 63° 30' 35" E FOR A DISTANCE OF 43.45 FEET TO THE POINT OF BEGINNING, CONTAINING 1,398 SQFT -OR- 0.03 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)
 A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039,000-0000, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING 5'X5' CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO A POINT ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, DEPARTING SAID LEASE, N 24° 14' 46" E FOR A DISTANCE OF 15.24 FEET TO A POINT;
 THENCE, S 63° 30' 35" W FOR A DISTANCE OF 13.23 FEET TO THE POINT OF BEGINNING, CONTAINING 1,398 SQFT -OR- 0.03 ACRES.

LEGAL DESCRIPTION: TOWER LEASE (CREATED BY THIS OFFICE)
 A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039,000-0000, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING 5'X5' CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO A POINT ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, DEPARTING SAID LEASE, N 24° 14' 46" E FOR A DISTANCE OF 15.24 FEET TO A POINT;
 THENCE, S 63° 30' 35" W FOR A DISTANCE OF 13.23 FEET TO THE POINT OF BEGINNING, CONTAINING 1,398 SQFT -OR- 0.03 ACRES.

LEGAL DESCRIPTION: UTILITY EASEMENT (CREATED BY THIS OFFICE)
 A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039,000-0000, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING 5'X5' CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';
 THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO A POINT ON AN EXISTING 1,398 SQFT TOWER LEASE;
 THENCE, DEPARTING SAID LEASE, N 24° 14' 46" E FOR A DISTANCE OF 15.24 FEET TO A POINT;
 THENCE, S 63° 30' 35" W FOR A DISTANCE OF 13.23 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 5-FOOT-WIDE ACCESS/UTILITY EASEMENT, CONTAINING 61.00 FEET TO A POINT;
 THENCE, N 27° 01' 50" E FOR A DISTANCE OF 108.50 FEET TO A POINT;
 THENCE, S 63° 31' 40" E FOR A DISTANCE OF 136.70 FEET TO A POINT;
 THENCE, S 36° 16' 37" E FOR A DISTANCE OF 294.94 FEET TO THE POINT OF BEGINNING, CONTAINING 2,840 SQFT -OR- 0.06 ACRES.

WILLIAM J. MOLE, JR.



[Handwritten signature]

11/27/2023

SURVEY PERFORMED FOR:



2000 Corporate One
 Cranston, PA 15317

REV.	DATE	DESCRIPTION	DRAWN
1	11/27/2023		1
2	11/27/2023		2
3	11/27/2023		3

Name: NORWICH
 BUN: 226323
 Address: 50 CLINTON AVENUE
 NORWICH, CT 06260
 County: NEW LONDON COUNTY

TOWER SURVEY

SHEET: LEGAL DESCRIPTION

EXHIBIT B

EXISTING TOWER LEASE

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039.000-0000, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING 5"X5" CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';

THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO THE POINT OF BEGINNING;

THENCE, S 24° 32' 23" W FOR A DISTANCE OF 24.86 FEET TO A POINT;

THENCE, N 63° 10' 28" W FOR A DISTANCE OF 56.57 FEET TO A POINT;

THENCE, N 24° 14' 46" E FOR A DISTANCE OF 9.30 FEET TO A POINT;

THENCE, S 60° 38' 22" E FOR A DISTANCE OF 6.09 FEET TO A POINT;

THENCE, N 78° 09' 53" E FOR A DISTANCE OF 3.43 FEET TO A POINT;

THENCE, S 65° 44' 28" E FOR A DISTANCE OF 4.17 FEET TO A POINT;

THENCE, N 25° 08' 35" E FOR A DISTANCE OF 13.25 FEET TO A POINT;

THENCE, S 63° 30' 35" E FOR A DISTANCE OF 43.45 FEET TO THE POINT OF BEGINNING, CONTAINING 1,207 SQFT -OR- 0.03 ACRES.

ADDITIONAL LAND

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039.000-0000, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING 5"X5" CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';

THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO A POINT ON AN EXISTING 1,207 SQFT TOWER LEASE; THENCE, ALONG SAID LEASE, N 63° 30' 35" W FOR A DISTANCE OF 43.45 FEET TO THE POINT OF BEGINNING;

THENCE, S 25° 08' 35" W FOR A DISTANCE OF 13.25 FEET TO A POINT;

THENCE, N 65° 44' 28" W FOR A DISTANCE OF 4.17 FEET TO A POINT;

THENCE, S 78° 09' 53" W FOR A DISTANCE OF 3.43 FEET TO A POINT;

THENCE, N 60° 38' 22" W FOR A DISTANCE OF 6.09 FEET TO A POINT;

THENCE, DEPARTING SAID LEASE, N 24° 14' 46" E FOR A DISTANCE OF 15.24 FEET TO A POINT;

THENCE, S 63° 30' 35" E FOR A DISTANCE OF 13.23 FEET TO THE POINT OF BEGINNING, CONTAINING 191 SQFT -OR- 0.004 ACRES.

TOWER LEASE

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039.000-0000, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING 5"X5" CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';

THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO THE POINT OF BEGINNING;

THENCE, S 24° 32' 23" W FOR A DISTANCE OF 24.86 FEET TO A POINT;

Site Name: Norwich
BU: 826313
PPAB 8040678v1

**EXHIBIT B
(CONTINUED)**

THENCE, N 63° 10' 28" W FOR A DISTANCE OF 56.57 FEET TO A POINT;
THENCE, N 24° 14' 46" E FOR A DISTANCE OF 9.30 FEET TO A POINT;
THENCE, N 24° 14' 46" E FOR A DISTANCE OF 15.24 FEET TO A POINT;
THENCE, S 63° 30' 35" E FOR A DISTANCE OF 13.23 FEET TO A POINT;
THENCE, S 63° 30' 35" E FOR A DISTANCE OF 43.45 FEET TO THE POINT OF BEGINNING, CONTAINING 1,398 SQFT -OR- 0.03 ACRES.

ACCESS/UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039.000-0000, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING 5"X5" CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';

THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO A POINT ON AN EXISTING 1,398 SQFT TOWER LEASE;

THENCE, DEPARTING SAID LEASE, N 26° 29' 25" E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20-FOOT-WIDE ACCESS/UTILITY EASEMENT, LYING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIPTION:

THENCE, N 63° 30' 35" W FOR A DISTANCE OF 67.08 FEET TO POINT "A";

THENCE, S 24° 14' 46" W FOR A DISTANCE OF 34.48 FEET TO A POINT;

THENCE, BEGINNING FROM POINT "A", N 59° 56' 47" W FOR A DISTANCE OF 33.04 FEET TO A POINT;

THENCE, N 00° 22' 35" W FOR A DISTANCE OF 54.21 FEET TO A POINT;

THENCE, N 29° 53' 09" E FOR A DISTANCE OF 136.39 FEET TO A POINT;

THENCE, N 49° 50' 36" E FOR A DISTANCE OF 76.66 FEET TO A POINT;

THENCE, N 62° 44' 13" E FOR A DISTANCE OF 152.44 FEET TO A POINT;

THENCE, N 50° 31' 13" E FOR A DISTANCE OF 40.62 FEET TO A POINT;

THENCE, N 28° 04' 35" E FOR A DISTANCE OF 67.09 FEET TO A POINT LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, A DEDICATED PUBLIC RIGHT OF WAY, SAID POINT BEING THE POINT OF TERMINUS, CONTAINING 13,043 SQFT -OR- 0.30 ACRES.

UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF NORWICH, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, HAVING PARCEL ID #: 058-002-039.000-0000, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING 5"X5" CONC. MONUMENT, FOUND ON THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF W. TOWN STREET, AND HAVING CONNECTICUT STATE PLANE COORDINATES N:764224.67', E:1175329.07';

THENCE, S 26° 08' 38" W FOR A DISTANCE OF 493.17 FEET TO A POINT ON AN EXISTING 1,398 SQFT TOWER LEASE;

THENCE, DEPARTING SAID LEASE, N 26° 29' 25" E FOR A DISTANCE OF 20.00 FEET TO A POINT;

**EXHIBIT B
(CONTINUED)**

THENCE, N 63° 30' 35" W FOR A DISTANCE OF 48.58 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 5-FOOT-WIDE ACCESS/UTILITY EASEMENT, LYING 2.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIPTION:

THENCE, N 22° 01' 52" E FOR A DISTANCE OF 61.02 FEET TO A POINT;

THENCE, S 63° 21' 40" E FOR A DISTANCE OF 108.50 FEET TO A POINT;

THENCE, S 36° 16' 37" E FOR A DISTANCE OF 130.70 FEET TO A POINT;

THENCE, S 27° 43' 43" W FOR A DISTANCE OF 284.94 FEET TO THE POINT OF TERMINUS, CONTAINING 2,840 SQFT -OR- 0.06 ACRES.

FIRST LEASE AMENDMENT

This First Lease Amendment ("First Amendment") is entered into on this 10th day of Feb., 2000, attached to and supplementing the Standard Lease Agreement ("Agreement") dated December 23, 1999 by and between OMNIPOINT COMMUNICATIONS INC., a Delaware corporation, having a principal place of business at 360 Newark-Pompton Turnpike, Wayne, NJ 07470-6641 ("Lessee") and CITY OF NORWICH, a Connecticut Municipal Corporation, having a principal place of business at 100 Broadway, Norwich, CT 06360 ("Lessor").

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control and the terms used herein shall have the same meaning as in the Agreement. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

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

1. The Preamble of the Agreement is hereby replaced in its entirety with the following:

Whereas, Lessor is the owner of property having a street address of 50 Clinton Avenue, located in the City of Norwich, County of New London, State of Connecticut, and hereafter referred to as the "Property."

Lessor agrees to lease to Lessee approximately a 20' x 60' space necessary to house a radio equipment cabinet and new 180' communications tower ("Tower") for associated antenna, more fully described on Exhibit A and hereafter referred to as the "Premises."

2. Paragraph 1(a) is hereby replaced in its entirety by the following:

Lessee agrees to use the Premises for the installation, operation and maintenance of Personal Communications Service related equipment ("PCS") and associated antenna ("Installation"). All of Lessee's equipment or other property attached to or otherwise brought onto the Premises, with the exception of the Tower which upon completion shall be owned solely by Lessor, shall at all times remain personal property and are not considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof or any renewal terms. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall, at its sole cost and expense, obtain electrical and telephone service from the servicing utility company, including the installation of a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if an easement is required to obtain electrical power, an acceptable location will be agreed to by Lessor and the servicing utility company.

3. A new Paragraph 1(d) is hereby added to the Agreement as follows:

Lessor agrees to make Lessee sole and exclusive agent for the purposes of bringing additional wireless telecommunications carriers ("Carriers") onto the Tower. Lessee agrees to use its best efforts to market and make available antenna space on the Tower and ground space within the Premises for sublease or similar arrangement ("Sublease") to Carriers at fair market value. Lessee further agrees to maintain the Tower in serviceable condition, ordinary wear and tear excepted, for the duration of the Agreement. Lessor and Lessee shall divide the rental proceeds from each Sublease in the ratio of [REDACTED] to Lessor and [REDACTED] to Lessee as long as the Agreement is in full force and effect.

4. Exhibit A to the Agreement is attached hereto and made a part hereof.

In Witness Whereof, the parties have executed this First Amendment as of the date first above written.

LESSOR

LESSEE

CITY OF NORWICH,
A Connecticut Municipal Corporation

OMNIPOINT COMMUNICATIONS INC.,
a Delaware Corporation

By: William Tallman

By: Michael S. Fulton

Name: William Tallman

Name: Michael S. Fulton

Title: City Manager

Title: Technical Director

Date: 2-1-00

Date: FEB 10 2000

Tax ID No.: [REDACTED]

CT-11-331A

STANDARD LEASE AGREEMENT

Site Number: **CT11331A**

This Standard Lease Agreement ("Agreement") is entered into this 23rd day of December, 1999, between OMNIPOINT COMMUNICATIONS INC., a Delaware corporation, having a principal place of business at 360 Newark-Pompton Turnpike, Wayne, NJ 07470-6641 ("Lessee") and CITY OF NORWICH, a Connecticut Municipal Corporation, having a principal place of business at 100 Broadway, Norwich, CT 06360 ("Lessor").

Whereas, Lessor is the owner of property having a street address of 50 Clinton Avenue, located in the City of Norwich, County of New London, State of Connecticut, and hereafter referred to as the "Property".

Lessor agrees to lease to Lessee approximately that space necessary to house a radio equipment cabinet and space on the existing tower, as modified by Lessee, for associated antenna, more fully described on Exhibit A and hereafter referred to as the "Premises".

1. Use of Premises

(a) Lessee agrees to use the Premises for the installation, operation and maintenance of Personal Communications Service related equipment ("PCS") and associated antenna ("Installation"). All of Lessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof or any renewal terms. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall, at its sole cost and expense, obtain electrical and telephone service from the servicing utility company, including the installation of a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if an easement is required to obtain electrical power, an acceptable location will be agreed to by Lessor and the servicing utility company.

(b) Lessee shall have the right to use reasonable and appropriate measures to install its equipment, including running transmission lines from the equipment area to the antenna. Installation shall be Monday through Friday from 8:00 am to 5:00 p.m. with reasonable notice to Lessor. Said installation shall be in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Lessee shall have the right to replace or modify the equipment installation, subject to Lessor's approval. Lessee agrees to perform the installation of the equipment and all improvements thereto in a good and workmanlike manner and shall not disturb any tenants peaceful use and enjoyment of the premises. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining any local, state and federal licenses, permits and any other approvals which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain said approvals within a timely manner. If, however, Lessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(c) Lessor agrees to provide unlimited access to the external portion of the property. Lessor will grant access to the utility closet to Omnipoint employees, subcontractors or agents with proper identification Monday to Friday from 8 am to 5 p.m. with reasonable notice. Lessor acknowledges that Lessee has such access which shall remain unimpeded throughout the initial term and any renewal term of this Agreement. Lessor shall have the responsibility to inform all respective parties of Lessee's requirement for access to the Premises. Should Lessee's access to the Premises be denied, resulting in Lessee's inability to install or maintain its PCS installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation. If access cannot be resolved, Lessee shall have the right to terminate without obligation including but not limited to Lessee's obligation to pay rent. Further Lessor shall be required within fifteen (15) days from the date of termination to reimburse Lessee for any rent monies previously paid to Lessor, including if applicable, any security deposit monies.

2. Interference

(a) Lessee agrees not to cause interference to the radio frequency communication operations of Lessor, or anyone holding an agreement with Lessor, if such equipment is installed prior to the execution of this Agreement.

(b) After the execution of this Agreement, Lessor shall not install or permit the installation of any radio equipment interfering with or restricting the operations of Lessee. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference.

3. Term

The initial term of this Agreement shall be for a period of ten (10) years ("Term") commencing upon the date Lessee is in receipt of all necessary approvals to begin construction ("Commencement Date") and shall terminate on the tenth anniversary of the Commencement Date, unless otherwise provided in Paragraph 9. Lessee shall have the right to renew the Agreement for three (3) successive five (5) year periods ("Renewal Terms"), upon the same terms and conditions in effect during the Term. Lessee shall exercise its renewal rights by providing written notice to Lessor of its intention to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.

4. Rent

(a) Lessee agrees to pay to Lessor as rent the sum of [REDACTED] per month ("Rent") within ten business days following the Commencement Date, and on the first of each month thereafter. Rent payments shall be payable to Lessor at Public Works Department, 50 Clinton Avenue, Norwich, CT 06360.

(b) On each anniversary of the Commencement Date during the Term or any Renewal Term, Rent shall increase by [REDACTED] of the base Rent for the previous twelve (12) months.

5. Insurance

Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Agreement and any Renewal Terms, [REDACTED] of single limit liability insurance as well as any worker's compensation insurance if required by applicable state law. Said insurance shall cover Lessee, its agents and employees against any liability which may arise as a direct result of the actions of Lessee, its agents or employees upon the premises in connection with Lessee's installation of the equipment. In the event Lessor's insurance premiums are increased as a result of Lessee's installation, Lessee shall reimburse Lessor for such increase not to exceed [REDACTED] per year. Lessee shall name Lessor as an additional insured on Lessee's insurance policy and provide Lessor with an Insurance Certificate within thirty (30) days of the Commencement Date, and prior to the installation of the equipment.

6. Taxes

Lessee agrees to pay any portion of personal property taxes which may be assessed upon the Premises as a direct cause of Lessee's installation. Lessor shall provide evidence of such assessment within a timely manner. Lessor shall maintain obligation of all real property taxes.

7. Waiver of Subrogation

Lessee and Lessor agree to hold the other party harmless from any claims for damage to any person, or to the Premises or to Lessee's Installation which are covered and provided for in any insurance policies carried by any of the parties and in full force at the time of such claim. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damage covered by said insurance policies. As set forth in Paragraph 5, neither Lessee nor Lessor shall be liable to the other for any damage which may occur that is covered under each party's insurance policy.

8. Right to Lease and Warranty of Title

Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party which would preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the property and has the right to

grant access and use of the Premises; (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

9. Termination

Lessee may terminate this Agreement without further liability on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed for any of the following reasons: (i) changes in local, state or federal laws or regulations which adversely affect Lessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Lessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Lessee's operation; (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Lessee's Installation, including where the inability is caused by engineering surveys or structural reports; or (vi) for economic reasons.

10. Default and Right to Cure

Lessor shall have the right to terminate this Agreement by written notice to take effect immediately if Lessee fails to make its rental payment when due and does not cure such failure within ten (10) days of Lessor's notice thereof. In addition either party shall have the right to terminate this Agreement on written notice to take effect immediately if the other party (i) fails to perform any other covenant for a period of forty-five (45) days after receipt of notice; or (ii) commits a material breach of this Agreement and fails to cure or to diligently pursue such cure to its completion. Lessee shall remove the equipment within thirty (30) days of the termination or expiration of the Agreement.

11. Assignment

Lessee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee or purchases more than [REDACTED] interest in the ownership or assets of Lessee to which the applicable agreement relates. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12. Collateral Assignment

Lessor hereby (a) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Lessee ("Lender"), whether now or hereafter existing, in and to all of Lessee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Lessee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (c) agrees to attorn to Lender as if Lender were Lessee under the Agreement upon the written election of Lender so long as any existing default under the Agreement has been cured as provided thereunder. Lessor hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee ("Collateral") in accordance with any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender's expense, any physical damage to the Property directly caused by said removal.

13. Indemnity

Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, actions, losses, damages, costs and expenses, including, but not limited to, reasonable attorney's fees arising out of or in connections with (or claimed to arise out of or in connection with) any negligent acts or omissions directly relating to the installation, operation, maintenance or removal of Lessee's equipment and installations on the Premises pursuant to this agreement, except to the extent arising from Lessor's negligence or willful misconduct, provided Lessor shall have given Lessee prompt written notice of any event giving rise to an obligation to indemnify Lessor and shall have granted Lessee the right to defend and settle any such claims.

14. Notices

Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth below:

Lessor:

Director of Public Works
City of Norwich
50 Clinton Avenue
Norwich, CT 06360

Lessee:

Omnipoint Communications Inc.
360 Newark-Pompton Turnpike
Wayne, NJ 07470-6641

With copies to:

Senior Director
Legal & Regulatory Affairs
Omnipoint Communications Services, LLC
16 Wing Drive
Cedar Knolls, NJ 07927

And

General Manager
New York Region
Omnipoint Communications Services, LLC
11 High Point Drive
Wayne, NJ 07470

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

15. Lease Provisions

- (a) This Agreement shall be governed by the laws of the State of Connecticut.
- (b) All Riders and Exhibits attached hereto are made a material part of this Agreement.
- (c) If any provision of this Agreement is deemed invalid or nonenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.
- (d) No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.
- (e) Lease is contingent on Lessor's approval of construction drawings.

Signatures appear on the following page

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

CITY OF NORWICH
a Connecticut Municipal Corporation

OMNIPONT COMMUNICATIONS INC.,
a Delaware Corporation

By: Wgfallman

By: [Signature]

Name: William Tallman

Name: Michael S. Fulton

Title: City Manager

Title: Technical Director

Date: 12-23-1999

Date: JAN 20 2000

Tax ID No.: [Redacted]

EXHIBIT A

Site No. CT11331A

DESCRIPTION OF PREMISES

Page 1 of 2

to the Agreement dated Dec 23, 1999, by and between CITY OF NORWICH, as Lessor,
and OMNIPOINT COMMUNICATIONS INC., as Lessee.

The Premises is described and/or depicted as follows:

EXHIBIT TO BE ATTACHED

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08/17/2023 11:14

RADIO FREQUENCY EMISSIONS ANALYSIS REPORT
EVALUATION OF HUMAN EXPOSURE POTENTIAL
TO NON-IONIZING EMISSIONS

Dish Existing Facility

Site ID: BOBOS00883A

BOBOS00883A
50 Clinton Avenue
Norwich, Connecticut 06360

March 20, 2023

EBI Project Number: 6223000994

Site Compliance Summary	
Compliance Status:	COMPLIANT
Site total MPE% of FCC general population allowable limit:	16.38%

March 20, 2023

Dish

Emissions Analysis for Site: BOBOS00883A - BOBOS00883A

EBI Consulting was directed to analyze the proposed Dish facility located at **50 Clinton Avenue in Norwich, Connecticut** for the purpose of determining whether the emissions from the Proposed Dish Antenna Installation located on this property are within specified federal limits.

All information used in this report was analyzed as a percentage of current Maximum Permissible Exposure (% MPE) as listed in the FCC OET Bulletin 65 Edition 97-01 and ANSI/IEEE Std C95.1. The FCC regulates Maximum Permissible Exposure in units of microwatts per square centimeter ($\mu\text{W}/\text{cm}^2$). The number of $\mu\text{W}/\text{cm}^2$ calculated at each sample point is called the power density. The exposure limit for power density varies depending upon the frequencies being utilized. Wireless Carriers and Paging Services use different frequency bands each with different exposure limits; therefore, it is necessary to report results and limits in terms of percent MPE rather than power density.

All results were compared to the FCC (Federal Communications Commission) radio frequency exposure rules, 47 CFR 1.1307(b)(1) – (b)(3), to determine compliance with the Maximum Permissible Exposure (MPE) limits for General Population/Uncontrolled environments as defined below.

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

Public exposure to radio frequencies is regulated and enforced in units of microwatts per square centimeter ($\mu\text{W}/\text{cm}^2$). The general population exposure limits for the 600 MHz and 700 MHz frequency bands are approximately $400 \mu\text{W}/\text{cm}^2$ and $467 \mu\text{W}/\text{cm}^2$, respectively. The general population exposure limit for the 1900 MHz (PCS), 2100 MHz (AWS) and 11 GHz frequency bands is $1000 \mu\text{W}/\text{cm}^2$. Because each carrier will be using different frequency bands, and each frequency band has different exposure limits, it is necessary to report percent of MPE rather than power density.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure.

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

Additional details can be found in FCC OET 65.

CALCULATIONS

Calculations were done for the proposed Dish Wireless antenna facility located at 50 Clinton Avenue in Norwich, Connecticut using the equipment information listed below. All calculations were performed per the specifications under FCC OET 65. Since Dish is proposing highly focused directional panel antennas, which project most of the emitted energy out toward the horizon, all calculations were performed assuming a lobe representing the maximum gain of the antenna per the antenna manufacturer's supplied specifications, minus 10 dB for directional panel antennas and 20 dB for highly focused parabolic microwave dishes, was focused at the base of the tower. For this report, the sample point is the top of a 6-foot person standing at the base of the tower.

For all calculations, all equipment was calculated using the following assumptions:

- 1) 4 n71 channels (600 MHz Band) were considered for each sector of the proposed installation. These Channels have a transmit power of 30 Watts per Channel.
- 2) 4 n70 channels (2007 MHz Band) were considered for each sector of the proposed installation. These Channels have a transmit power of 40 Watts per Channel.
- 3) All radios at the proposed installation were considered to be running at full power and were uncombined in their RF transmissions paths per carrier prescribed configuration. Per FCC OET Bulletin No. 65 - Edition 97-01 recommendations to achieve the maximum anticipated value at each sample point, all power levels emitting from the proposed antenna installation are increased by a factor of 2.56 to account for possible in-phase reflections from the surrounding environment. This is rarely the case, and if so, is never continuous.
- 4) For the following calculations, the sample point was the top of a 6-foot person standing at the base of the tower. The maximum gain of the antenna per the antenna manufacturer's supplied specifications, minus 10 dB for directional panel antennas and 20 dB for highly focused parabolic microwave dishes, was used in this direction. This value is a very conservative estimate as gain reductions for these particular antennas are typically much higher in this direction.

- 5) The antennas used in this modeling are the JMA MX08FRO665-2I 02DT 600 for the 600 MHz / 600 MHz channel(s) in Sector A, the JMA MX08FRO665-2I 02DT 600 for the 600 MHz / 2007 MHz channel(s) in Sector B, the JMA MX08FRO665-2I 02DT 600 for the 600 MHz / 2007 MHz channel(s) in Sector C. This is based on feedback from the carrier with regard to anticipated antenna selection. All Antenna gain values and associated transmit power levels are shown in the Site Inventory and Power Data table below. The maximum gain of the antenna per the antenna manufacturer's supplied specifications, minus 10 dB for directional panel antennas and 20 dB for highly focused parabolic microwave dishes, was used for all calculations. This value is a very conservative estimate as gain reductions for these particular antennas are typically much higher in this direction.
- 6) The antenna mounting height centerline of the proposed antennas is 106 feet above ground level (AGL).
- 7) Emissions values for additional carriers were calculated in Far Field utilizing the antenna models provided in the structural analysis.
- 8) All calculations were done with respect to uncontrolled / general population threshold limits.

Dish Site Inventory and Power Data

Sector:	A	Sector:	B	Sector:	C
Antenna #:	I	Antenna #:	I	Antenna #:	I
Make / Model:	JMA MX08FRO665-2I 02DT 600	Make / Model:	JMA MX08FRO665-2I 02DT 600	Make / Model:	JMA MX08FRO665-2I 02DT 600
Frequency Bands:	600 MHz / 600 MHz	Frequency Bands:	600 MHz / 2007 MHz	Frequency Bands:	600 MHz / 2007 MHz
Gain:	11.35 dBd / 15.75 dBd	Gain:	11.35 dBd / 15.75 dBd	Gain:	11.35 dBd / 15.75 dBd
Height (AGL):	106 feet	Height (AGL):	106 feet	Height (AGL):	106 feet
Channel Count:	8	Channel Count:	8	Channel Count:	8
Total TX Power (W):	280.00 Watts	Total TX Power (W):	280.00 Watts	Total TX Power (W):	280.00 Watts
ERP (W):	6,818.87	ERP (W):	6,818.87	ERP (W):	6,818.87
Antenna AI MPE %:	3.24%	Antenna BI MPE %:	3.24%	Antenna CI MPE %:	3.24%

Site Composite MPE %	
Carrier	MPE %
Dish (Max at Sector C):	0.23%
Norwich Police & PWD	0.24%
T-Mobile	0.91%
AT&T	1.28%
MetroPCS	0.02%
Verizon	13.7%
Site Total MPE % :	16.38%

Dish MPE % Per Sector	
Dish Sector A Total:	0.05%
Dish Sector B Total:	0.18%
Dish Sector C Total:	0.23%
Site Total MPE % :	16.38%

Dish Maximum MPE Power Values (Sector C)							
Dish Frequency Band / Technology (Sector C)	# Channels	Watts ERP (Per Channel)	Height (feet)	Total Power Density ($\mu\text{W}/\text{cm}^2$)	Frequency (MHz)	Allowable MPE ($\mu\text{W}/\text{cm}^2$)	Calculated % MPE
Dish 600 MHz n71	4	364.8558002	106	5.246839598	600 MHz n71	400.0	1.31%
Dish 2007 MHz n70	4	1339.861757	106	19.26799496	2007 MHz n70	1000.0	1.93%
						Total:	0.23%

• NOTE: Totals may vary by approximately 0.01% due to summation of remainders in calculations.

Summary

All calculations performed for this analysis yielded results that were **within** the allowable limits for general population exposure to RF Emissions.

The anticipated maximum composite contributions from the Dish facility as well as the site composite emissions value with regards to compliance with FCC's allowable limits for general population exposure to RF Emissions are shown here:

Dish Sector	Power Density Value (%)
Sector A:	0.05%
Sector B:	0.18%
Sector C:	0.23%
Dish Maximum MPE % (Sector C):	0.23%
Site Total:	16.38%
Site Compliance Status:	COMPLIANT

The anticipated composite MPE value for this site assuming all carriers present is **16.38%** of the allowable FCC established general population limit sampled at the ground level. This is based upon values listed in the Connecticut Siting Council database for existing carrier emissions.

FCC guidelines state that if a site is found to be out of compliance (over allowable thresholds), that carriers over a 5% contribution to the composite value will require measures to bring the site into compliance. For this facility, the composite values calculated were well within the allowable 100% threshold standard per the federal government.