

From: [Steven Collins](#)
To: [Carpenter, Jennifer](#)
Subject: Bike & Pedestrian Committee
Date: Friday, February 10, 2023 12:14:23 PM

Hi Jen,

I wish to no longer be part of the committee. I wish all the best for them going forward, and I appreciate the town offering the opportunity to be part of it.

Sincerely,

Steven R Collins
203-209-6336



PLAN AND ZONING DEPARTMENT
(203) 256-3050

Memorandum

DATE: *February 9, 2023*

TO: *Fairfield Board of Selectman*

FROM: *Emmeline Harrigan, Assistant Planning Director*

SUBJECT: *Floodplain Management Plan Review 2023*

The Town of Fairfield participates in FEMA's voluntary Community Rating System (CRS) which awards a discount rating to communities that go above and beyond the minimum requirements of the National Flood Insurance Program (NFIP) flood plain management requirements. Fairfield's floodplain management efforts result in a 10 percent discount for its 1,794 policy holders or approximately \$221,913 in annual savings.

One of the tasks required for CRS participation is an annual review of Fairfield's Floodplain Management Plan. The Plan consists of flood reduction action items that are located within MetroCOG's Multi-town Hazard Mitigation Plan adopted in 2019 and is available at <https://rebrand.ly/metrocog-floodprotection>. Town staff from multiple departments as well as the Town's Flood Erosion Control Board collaborated on the update of this report. The Town has made progress on the following action items as part of the Regional Hazard Mitigation Plan including:

- The Riverside Drive tide gate system has completed design and awaiting funding. Construction is still scheduled for 2023, 2024 (pending grant awards)
- ARPA funds have been targeting to increase Fairfield's resiliency including beach protection and off-shore wave reduction studies, implementation of some of the Downtown Green Infrastructure projects, and water detention projects in the Rooster River corridor. Currently in design and permitting stages.
- Fairfield is collaborating with the CT Institute of Resiliency and Adaptation (CIRCA) to study reduce flooding under railroad underpasses. A public meeting is scheduled for February 23, 2023
- The town has installed tide gage markings in the marina and beach area with 24-hour remote monitoring in order to better Emergency Management preparation.
- The FECB and TPZ staff is working with a Climate Corps intern from UCONN to better understand which structures are flood compliant or those that are still vulnerable to future flood events.

Attached is the full Floodplain Management Plan Report update as required for continued CRS participation.



**Community Rating System (CRS)
ACTIVITY 510
Floodplain Management Plan (FMP)
2019-2020 Annual Progress Report
Town of Fairfield, CT
Community #0900007**

Background and Purpose:

The Town of Fairfield was accepted into the FEMA CRS program effective in January of 2017. As a Class 8 community, flood insurance policies within the Town qualify for a 10% rate reduction. One of the requirements for annual recertification with FEMA is an evaluation report on progress toward implementation of recommendations in the Natural Hazard Mitigation Plan.

The Town of Fairfield is part of the Greater Bridgeport Planning region and is a member municipality of the Connecticut Metropolitan Council of Governments (MetroCOG). MetroCOG includes six- member communities including Bridgeport, Easton, Fairfield, Monroe, Stratford, and Trumbull. MetroCOG facilitated workshops, mapping, and analysis and produced the 2014 Multi-jurisdictional Hazard Mitigation Plan (HMP) that includes Fairfield. Fairfield actively participated in the planning process and continues to participate in ongoing meetings of the Conservation Technical Advisory Committee (CTAC) which continues to review potential projects. The project list has also been reviewed with town staff to evaluate progress as indicated below. MetroCOG completed an update to the Hazard Mitigation Plan in fall 2019.

1. Name of the CRS Floodplain Management Plan (LMS or other):

Greater Bridgeport Regional Council 2019 Natural Hazard Mitigation Plan Update

2. Date Adopted:

September 23, 2019 (Fairfield)

3. Location where copies are available for review:

Town of Fairfield
Sullivan Independence Hall
Engineering Department – 1st Floor
Plan and Zoning Department – 2nd Floor
725 Old Post Road
Fairfield, CT 06824

Online at MetroCOG's website at <https://rebrand.ly/metrocog-floodprotection>

4. Summary of any floods that occurred during the year (if any):

Fairfield experienced two significant flooding events in addition to cyclical high tide limited flooding during the past year including:

- Fairfield experiences occasional street flooding during lunar high tide, and limited surge experienced during high-sustained wind events in the Fairfield Beach Road area.
- A coastal storm on December 21, 2022 brought significant flooding of approximately 3 feet above the level of the road for several hours on Fairfield Beach Road, creating hazardous conditions and impeding safe access.
- The coastal storm also damaged Lower Wharf Fishing Pier which was set for replacement in the next couple of years.
- A winter storm on January 16, 2023 with high winds caused significant flooding in the beach area and along Fairfield Beach Road.
- Increasing “sunny day flooding” particularly during periods of high tides and significant wind.

5. What impact did floods have on the repetitive loss areas:

The flooding events did impact areas that have experienced repetitive flooding along the Rooster River corridor and the Fairfield Beach Road area, including vehicles, vehicle parking areas, and pre-existing basements in low-lying areas. The flooding events on Fairfield Beach Road caused some damage to un-elevated structures and garages.

6. List each element of the original plan and note how much was accomplished during the previous year.

The table reflects the new action table items in the newly adopted Greater Bridgeport Regional Council 2019 Natural Hazard Mitigation Plan and is for the new plan effective period of 2019-2024. The “Carried Forward or New Action” item indicates whether the elements was in the prior plan or whether the item is new.

Prevention:

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
1	Secure funds and proceed with construction of the Riverside Drive tide gate system	CF	ST	Conservation and Engineering	Conservation and DPW are collaborating on this project. (Design 90% complete)	7/2019-6/2020 Construction delayed til 2027-2028	Funding increased to 7.15 M	Capital improvement funds/Searching for Possible Grant
2	Ensure that the current dam failure EAPs are filed with pertinent Town departments.	CF	ES	OEM	EMD to obtain copies and file them with departments such as DPW and Planning.	7/2019-6/2020	<\$100K	Operating budget; existing staff to coordinate (action is to obtain and distribute).
3	Advance the South Benson Road pumping	CF	ST	DPW and Engineering	DPW/Engineering is coordinating	7/2019-6/2022	>\$1 Million	Capital improvement

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
	station to final design/ construction.				this project. (Design In progress)	Construction	\$37 Million	funds BCA too low for FEMA grant funds/exploring other funding sources
3a	Identify beach area stormwater drainage system areas for upgrade	NA	ST	DPW and Engineering	Minor increased capacity stormwater improvements installed on Rhoda Avenue and Carlynn Drive Need to identify other drainage improvement options in this area.	Done in 2020, Other analysis TBD	<\$100K	Capital Improvement Funds
4	Pursue an executable phase of the Riverside Drive/Ash Creek flood protection system by focusing on design of a segment that affects only Town-owned land.	CF	ST	Conservation, Engineering, and FECB	Conservation and DPW collaborated on the Riverside Drive/Ash Creek project in 2016-2017 and should collaborate on the design phase.	7/2020-6/2022	\$100K - \$500K	Grant funds for design BCA grant from CIRCA 2022-23. RACE consulting to produce plan in 2023
4a	Ash Creek tidal marsh planting program to minimize erosion	CF	ST	Conservation, Engineering, and FECB	Partnered study with Bridgeport and a local non profit	Just initiated /TBD	\$100K \$26K for planting	Completed plantings & sand fence along Ash Creek sand spit
5	Secure funds for a microgrid at the WWTP to include adjacent and nearby municipal buildings.	CF	PP, ES	WPCA	The Town has been successful with the State's microgrid program. Leverage this experience to pursue a microgrid at the WWTP and nearby buildings.	7/2019-6/2022 In progress 6/2023	\$3 Million	State microgrid program
5a	Discuss a potential Resiliency Fund with the Board of Selectman	NA	PP	FECB, Finance Department	Requires review and Implementation with BOS – Still Pending	2022-2023	TBD – initial fund with annual recurring contributions	General Fund
5b	Flood Protection Study for area Between Jennings and Penfield Beaches	NA	PP	Engineering	Awarded RFP for consultant with report and preliminary designs expected for mid-2023	2022-2024	\$100K	Capital Non-recurring Funds
5c	Flood Protection Study for Penfield Beach area	NA	PP	Engineering and FECB	Determine additional neighborhood	2023-2024	\$100K	TBD

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
					protection needs with Pavilion remediation project			

Property Protection:

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
6	Address equipment in library basements to prepare for when flooding occurs. <i>In progress</i>	CF	PP	Library/DPW	Continue this project to completion.	7/2019-6/2022	\$100K - \$500K	Capital improvement funds

Structural:

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
7	Coordinate with the Army Corps of Engineers to determine a feasible option for future improvements to the Pine Creek dike system.	CF	ST	FECB and Engineering	Army Corps of Engineers is proceeding with a comprehensive study of flood protection. Recently received ACOE study with reinforced Pine Creek Dike System (2/2021)	7/2019-6/2022 2023- <i>LONG Term</i>	Study: <\$100K Construction \$500K-600K	Operating budget; existing staff to coordinate. Construction funding if awarded is 35% town match
8	Secure funds for beach nourishment in accordance with the engineered beach study and design.	CF	NR	Conservation and Engineering	The Town has conducted beach nourishment in the past and will utilize similar procedures going forward. <i>Awaiting ACOE/DEEP Approvals for 1 site (Penfield site?)</i>	7/2020- <i>present</i>	<\$100K	Operating budget; existing staff to coordinate (action is to secure funds only).
9	Relocate the sanitary sewer transmission trunk lines from areas of significant flood risk. <i>Increase capacity</i>	CF	ST	WPCA	This project is underway. Carry forward for completion.	6/2022-12/2023	\$7 Million	Capital improvement funds
10	Secure funds for execution of a portion of the Downtown Green Infrastructure Study and Conceptual Plan.	CF	ST, NR	Engineering	<i>Used ARPA funds to hire Consultant. In Design.</i>	<i>2021-6/2023</i> <i>In progress</i>	<\$100,000	Operating budget; existing staff to coordinate (action is to secure funds only). <i>ARPA Funds</i>

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
10a	Downtown Green Infrastructure Project: Train Parking Lot-Impervious Surface Area	NA	ST	Parking Authority and Engineering	Completed as part of Maintenance Project	Completed Summer 2019	Part of budgeted costs	Parking Authority Operating Budget/Capital Improvement Funds
10b	Downtown Green Infrastructure Project: Sherman Green Drainage and Sanford Street dry well	CF	ST	Engineering and DPW	Town applied for and was granted funds to complete drainage as well as sidewalk and tide gate flap work	Completed Summer 2019	\$200K	STEAP Grant
11	Allocate funds for replacements of culverts to alleviate flooding in the Rooster River, Royal Avenue, and Camden Street areas.	CF	ST	Engineering	Study and design has been completed for some areas. The Town will begin allocating funds through the CIP. Buying 3 Camden properties via FEMA funds pending	7/2022-6/2024	>\$1 Million	Capital improvement funds/potential funding through CT DOT for 1-95 Culverts
12	Determine whether the culvert at Merwins Lane can be replaced to increase capacity.	CF	ST	Engineering	Due to neighbor opposition, the action should focus on determining whether the project is feasible, whether it can achieve the desired result, and whether issues with the neighbor can be resolved. If one of these is not favorable, this project should be retired from consideration.	7/2020-6/2022	<\$100,000	Operating budget; existing staff to coordinate. Using FEMA funds to replace headwall. May elect to include knock out for potential culvert in future.
13	Identify the next steps to set aside land for detention/watershed storage in the Rooster River watershed. Purchase 150 Villa Avenue parcel for open space and stormwater quality improvements which result in minor detention /conveyance improvements	CF	ST, NR	Engineering and DPW	A flood detention/storage study was completed in 2019 to augment previous studies in the Rooster River watershed. Utilize the momentum surrounding this issue to define the next steps to further explore feasibility.	Study Permits 2022-23 Construct 2023-2024	\$100K \$305K \$2.2-2.4 Million \$ 400K	Operating budget for existing staff and/or consultant Town used ARPA funds to purchase parcel.

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
14	Conduct a feasibility study for elevating Fairfield Beach Road, including public outreach and incorporation of public input.	CF	ST, ES	Engineering, DPW, FECB, and OEM	Due to the dual needs of this project (engineering feasibility and public buy-in), a formal feasibility study will be conducted that directly incorporates public input.	6/2021 -	\$100K-\$500K	Operating budget for existing staff and/or consultant
15	Conduct a study to determine the feasibility of extending the dike in Southport along Harbor Road (Perry's Green)	CF	ST	FECB and Engineering	This plan has been opposed in concept by CT DEEP for Perry Green Project.	7/2022-7/2023 COP request started with DEEP	\$100K-\$500K	Operating budget for existing staff and/or consultant
16	Determine the feasibility of installing pumping stations beneath the railroad underpasses to remove floodwaters.	CF	ST	Engineering and DPW	CIRCA completing additional feasibility study for underpass areas.	6/2022 – 2024	\$100K-\$500K	CIRCA Funds as a Pilot Program
16a	Secure funds to study feasibility of raising the bulkhead elevation along Pine Creek to protect against future Sea Level Rise	NA	ST	FECB and Engineering	Engineering should retain a consultant for this feasibility study if possible	2021-2023	\$150K	Grant Funding

Natural Systems Protection:

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
17	Select one action from the Rooster River Watershed Management Plan and secure funding for its execution. Focus on an action that has multiple hazard mitigation benefits. Detention Basins + 150 Villa Ave purchase.	CF	ST, NR	Conservation	Conservation to identify and secure funds. Potential funds are NOAA, NFWF, and EPA Section 319 (state) grant programs. Harbor Watch to provide on-going water quality monitoring. Town purchased Property, apply for grant for passive, environmental improvements	7/2020-6/2022 2023	<\$100K \$3.2 Mil 400K	Operating budget; existing staff to coordinate (action is to secure funds only). Some ARPA Funds

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
18	Conduct outreach and feasibility study for the conceptual dune ridge design that addresses the Penfield/Shoal Point area. (CT DEEP issues?)	CF	ST, NR	Conservation, Engineering, and FECB	Conservation to identify and secure funds, working with the FECB and Engineering. Potential funds are NOAA, NFWF, and CIRCA (state) grant programs.	6/2022-6/2024	\$100K-\$500K	Operating budget for existing staff and/or consultant
18a	Continue to explore feasibility of off-shore methods to reduce wave impacts	NA	NS	FECB	Requires additional study/coordination with State DEEP and ACOE + Funding (RFP 2023?) DEEP/FEMA issues? Needs ACOE	2022-2023	\$400K	ARPA Funding

Education and Awareness:

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
19	Train and equip neighborhood storm response teams (i.e., CERT), for neighborhoods that have in the past been cut off from emergency services by floodwaters or downed trees, as well as to assist lower-income populations.	CF	ES	OEM and CERT	The EMD and CERTs will collaborate to accomplish this action. Spring 2022 training completed. CERT _ EMD action occurred during Dec 2022 storm.	7/2019-6/2021	<\$100K	Operating budget; existing staff to coordinate.
20	Develop tree planting guidelines that are aligned with hazard mitigation goals.	CF	PP	DPW and Conservation	Conservation and DPW & FSTF will team to developing guidelines for native tree species on town properties.	7/2019-6/2021	<\$100K	Operating budget; existing staff to coordinate.
20a	Co-host Education Workshop and update on Rooster River Flood Mitigation study and projects with Fairfield and Bridgeport residents	NA	PP	Engineering	Engineering Dept. to work with City of Bridgeport staff and consultant Continue with Town updates. Seeking easements.	2021-2022 Ongoing	<\$100K	Operating budget; existing staff to coordinate Held mini field mtg Jan 11, 2023

Emergency Services:

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
21	Conduct a feasibility study for elevating Turney Road, including public outreach and incorporation of public input.	CF	ST, ES	Conservation, Engineering, FECB, and OEM	Elevating Turney Road was partly addressed during the public engagement associated with the Riverside Drive/Ash Creek flood protection study and conceptual plan, this past effort should be used to initiate the study. Consultant services may be secured for further evaluating the feasibility and engaging the public. However, unlike the Riverside Drive/Ash Creek study, this action should directly involve emergency management personnel.	7/2022-6/2023 6/2025	\$100K-\$500K	Operating budget for existing staff and/or consultant Seeking grant funding.
22	Provide and install generators to senior housing complexes and other complexes that serve vulnerable populations to allow them to shelter in place.	CF	ES, PP	OEM and DPW	Assigned staff should begin securing funds early in the lifespan of the plan update.	7/2021-6/2024	>\$1 Million	FEMA HMA, DHS preparedness grants
24	Enhance flood protection at the DPW (immediate and surrounding areas) garage or consider feasibility of moving garage to an alternate location.	CF	ST, PP	DPW	DPW will commence this action with a feasibility study that addresses flood protection vs. relocation.	7/2022-6/2023	\$100K-\$500K	Operating budget for existing staff and/or consultant
25	Conduct outreach to local small businesses with the aim of preventing the accidental release and pollution from chemicals stored and used at their facilities during or following natural hazard events.	NA	PE	P&Z	Coordinate directly with CT DEEP on this statewide initiative.	2022-2023	<\$100K	Operating budget; existing staff to coordinate.
26	Secure funding from SHPO to conduct a historic resources survey focusing on potential historic resources in coastal flood risk areas.	NA	PP	P&Z	Coordinate directly with CT SHPO on this statewide initiative.	7/2021-6/2022	<\$100K	Operating budget; existing staff to coordinate (action is to secure funds)

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
								only).
27	Work with CT DEEP to complete a formal validation of the RL list and update the mitigation status of each listed property.	NA	PP	P&Z	Coordinate directly with CT DEEP. Conduct in connection with CRS participation.	7/2019-6/2020	<\$100K	Operating budget; existing staff to coordinate.
28	Contact the owners of Repetitive Loss Properties and nearby properties at risk to inquire about mitigation undertaken and suggest options for mitigating flooding in those areas. This should be accomplished with a letter directly mailed to each property owner. Coordinate with CRS participation.	NA	PP	P&Z	Conduct in connection with CRS participation.	7/2019-6/2020	<\$100K	Operating budget; existing staff to coordinate.
29	Contact the owners of properties that experience frequent flooding (which may not be RL properties) to suggest options for mitigating flooding. This should be accomplished with a letter directly mailed to each property owner.	NA	PP	P&Z	Conduct in connection with CRS participation.	7/2019-6/2020	<\$100K	Operating budget; existing staff to coordinate.
30	Achieve additional objectives associated with the Sustainable CT program, focusing on those aligned with hazard mitigation.	NA	PR, NR	Sustainable Fairfield	Encourage the existing volunteer committee to achieve additional actions, with direction to focus on those aligned with hazard mitigation. On going.	7/2019-6/2020	<\$100K	Operating budget; existing staff to coordinate.
31	Work with USGS or NOAA to establish a tide gauge in Long Island Sound to provide real-time water level data. The nearest USGS gauge is in Stamford and the nearest NOAA gauge is in Bridgeport.	NA	ES	Engineering and OEM	This action will require considerable coordination. Initial contacts should be made with NOAA and USGS, as both agencies host tide gauges in Long Island Sound. Tide gage markings installed in South Benson Marina area and FBR sewer pumpstation that are captured by	7/2020-6/2022	<\$100K	Operating budget; existing staff to coordinate. Funding for execution will be addressed in future updates.

ID	Action	CF or NA	Action Type	Responsible Department	Implementation Process	Time Frame	Cost	Funding
					CCTV that allow 24-hour remote monitoring that allows early warning to the OEM.			
32	Develop a written plan for inspection of Town-owned bridges that may experience scour during flood events. The plan should set a timeframe for inspections after floodwaters have receded.	NA	ST	DPW and Engineering	DPW and Engineering will collaborate on this action. Consultant services are not likely needed. (Process instituted after every 10-year+ rainfall storm event)	7/2019-6/2020 Action Plan Initiated 9/2021	<\$100K	Operating budget; existing staff to coordinate.
33	Provide suggested "code plus" strategies to make structures more resilient to wind when applications are processed for elevating buildings.	NA	PP	Building	The Building Department staff will commence this action in the next fiscal year and then make it common practice.	2022-2023	<\$100K	Operating budget; existing staff to coordinate.
34	Work with UCONN Climate Corps intern to map flood-compliant and non-flood-compliant structures in the flood zone	NA	PP, PR & ES	FECB w/TPZ and Engineering	14-week work intern work period with a presentation & mapping provided at the end	1/2023 thru 5/2023	No cost	N/A

Action Type abbreviation: PP=property protection; PR=prevention; NR=natural resources protection or restoration; ST=structural projects; ES=emergency services; and PE=public education

7. Were any objectives not reached or is implementation behind schedule? If so, state why:

Fairfield continues to make progress towards its resiliency efforts and action items listed in the Hazard Mitigation Plan. The Town continues to advance design for priority projects in order to be ready for available grants and funding. **In some cases, Initial Concepts have been dismissed by FEMA or CTDEEP.**

8. Should new projects be started and should any of the recommendations or objectives be revised:

MetroCOG updated the Multi-town Hazard Mitigation Plan over the course of Spring/Summer 2019 with new recommendations and objectives. The recommendations and objectives from that plan are the most current. **However some modified action item refinements have been added where shown in red.** New design standards to higher flood protection standards as well as incorporation of future sea level rise impacts should be added in order to ensure that mitigation projects are long-lasting.

9. Progress Report discussed and/or made publicly available.

The FMP update report was prepared by Fairfield's CRS Coordinator with coordination **and input** from multiple town staff including, Engineering and

Conservation, the Fire Department's Emergency Management contacts and with the town's Flood Erosion Control Board members. Action Items are derived from the Hazard Mitigation plan adopted in Fall 2019. The Plan's storm information was reviewed with town staff and updated. It was presented to the Board of Selectmen on February 13, 2023. The Town issued a press release following the meeting on February 15, 2023.

A copy of this report can be obtained on Fairfield's Plan and Zoning Department website under the Forms and Documents tab. For more information please contact Emmeline Harrigan, AICP, CFM - CRS Coordinator at eharrigan@fairfieldct.org.

Market: New England
Cell Site Number: CT5022
Cell Site Name: Fairfield Police Tower
Fixed Asset Number: 10108711

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("Fifth **Amendment**"), dated as of the latter of the signature dates below, is by and between The Town of Fairfield, having a mailing address of 725 Old Post Rd Fairfield, CT 06430 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated March 15, 2000, First Amendment dated June 21, 2006, Second Amendment dated July 18, 2012, Third Amendment dated December 28, 2015, and Fourth Amendment dated November 22, 2017 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 100 Reef Road Fairfield CT, 06824 (collectively, the "Agreement"); and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Additional Antennas. In addition to the other antennas permitted in the Agreement, Landlord consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 1-A. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-A. Exhibit 1-A hereby replaces Exhibit B and C to the Agreement.

2. Rent. Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by twenty thousand and No/100 Dollars (\$20,000.00) annually. Any prorated annual increase rent for the current annual term ending on 5/16/2023 will be due within 30 days of the construction commencement date, subject to adjustments as provided in the Agreement. .

3. **Notices.** Section 27 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: CT5022; Cell Site Name: Fairfield Police (CT)
 FA No: 10108711
 1025 Lenox Park Blvd NE
 3rd Floor
 Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: CT5022; Cell Site Name: Fairfield Police (CT)
 FA No:10035241
 208 S. Akard Street
 Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Town of Fairfield
 Office of the First Selectman
 725 Old Post Rd
 Fairfield, CT 06430

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

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

“LANDLORD”

Town of Fairfield

By: _____
Name: _____
Title: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PROJECT INFORMATION																																
SCOPE OF WORK: REPLACE MONITOR ON THE EXISTING ANTENNA. • RE-ATTACH ANTENNA SECTOR MOUNT (REFRONT PART) (NFA14-R10-2120) (TOTAL OF 3) • NEW AT&T LITEROT PAINTS (LURN) COLLAR MOUNT KIT • NEW AT&T ANTENNAS: DAPROD-BURDA (TOP OF 1 PER SECTOR, TOTAL OF 3). • NEW AT&T ANTENNAS: 44949-N770 (TOP OF 1 PER SECTOR, TOTAL OF 3). • NEW AT&T ANTENNAS: 44949-N770 (TOP OF 1 PER SECTOR, TOTAL OF 3). • NEW AT&T ANTENNAS: 00661647 (TOP OF 1 PER SECTOR, TOTAL OF 3). • NEW AT&T BRU: 4415-B25 (1600) (TOP OF 1 PER SECTOR, TOTAL OF 3). • NEW AT&T BRU: 4449-B5/B12 (700) (TOP OF 1 PER SECTOR, TOTAL OF 3). • NEW AT&T SOLID: DCS-45-80-24-80-EV (TOTAL OF 1) • NEW AT&T (1) #6 AND DC TRUNK & (1) 24 PHR FRONTRUNK • NEW AT&T (3) -CABLES. ITEMS TO BE MAINTAINED AT EQUIPMENT LOCATION: • ADD REFLECTOR INSTALLATION IN EXISTING LITE RACK • ADD FIBER PATCH IN EXISTING LITE RACK • INSTALL (1) DC12 TO EXISTING LITE RACK • INSTALL POWER MANAGEMENT SW • INSTALL (3) 48V RECTIFIERS IN EXISTING POWER PLANT • INSTALL 20,700 DC RSH 2020 3K GROUND MOUNTED USING REMAINING 6 PSEU LINES (TOP OF 1 PER SECTOR, TOTAL OF 3) ITEMS TO BE DEMOLISHED: • EXISTING AT&T ANTENNA SECTOR MOUNT AND RING MOUNT (TOTAL OF 3). • EXISTING AT&T LITE ANTENNA: 7770 (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T LITE ANTENNA: PMS-16-LRN-WR (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T LITE ANTENNA: 800-10985 (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T LITE ANTENNA: HPA-BSR-BRU-HB (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T DELIVER: LGP21801 (TOP OF 2 PER SECTOR, TOTAL OF 6). • EXISTING AT&T DELIVER: DISCOFUSION-V1 (TOP OF 2 PER SECTOR, TOTAL OF 6). • EXISTING AT&T DELIVER: DISCOFUSION-V1 (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T THA: LGP21401 (TOP OF 2 PER SECTOR, TOTAL OF 6). • EXISTING AT&T BRU: 4415-B25 (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T BRU: 4449-B5/B12 (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T BRU: 4415-B25 (TOP OF 1 PER SECTOR, TOTAL OF 3). • EXISTING AT&T SOLID: DCS-45-80-24-80-EV (TOTAL OF 1) ITEMS TO BE SUPPLIED: • (3) BRU: (2) SOLID, (6) COAX CABLES, (6) DC POWER & (2) RIVER SITE ADDRESS: 100 REF ROAD FAIRFIELD, CT 06424 LATITUDE: 41.1369087° N, 41° 08' 22.53" N LONGITUDE: 72.957370° W, 72° 57' 26.54" W TYPE OF SITE: ROOF TOP / INDOOR EQUIPMENT STRUCTURE HEIGHT: 150'-0" RAD CENTER: LTE= 130'-0"★ / DOO + C-BAND= 131'-0"★ & 128'-2"★ CURRENT USE: TELECOMMUNICATIONS FACILITY PROPOSED USE: TELECOMMUNICATIONS FACILITY <div style="text-align: center;">DRAWING INDEX</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SHEET NO.</th> <th>DESCRIPTION</th> <th>REV.</th> </tr> </thead> <tbody> <tr> <td>T-1</td> <td>TITLE SHEET</td> <td>0</td> </tr> <tr> <td>CN-1</td> <td>GENERAL NOTES</td> <td>0</td> </tr> <tr> <td>A-1</td> <td>ROOFTOP & EQUIPMENT PLANS</td> <td>0</td> </tr> <tr> <td>A-2</td> <td>ANTENNA LAYOUT PLANS</td> <td>0</td> </tr> <tr> <td>A-3</td> <td>ELEVATION</td> <td>0</td> </tr> <tr> <td>A-4</td> <td>DETAILS</td> <td>0</td> </tr> <tr> <td>A-5</td> <td>DETAILS</td> <td>0</td> </tr> <tr> <td>D-1</td> <td>GROUNDING DETAILS</td> <td>0</td> </tr> <tr> <td>RF-1</td> <td>RFLUMING DIAGRAM</td> <td>0</td> </tr> </tbody> </table>			SHEET NO.	DESCRIPTION	REV.	T-1	TITLE SHEET	0	CN-1	GENERAL NOTES	0	A-1	ROOFTOP & EQUIPMENT PLANS	0	A-2	ANTENNA LAYOUT PLANS	0	A-3	ELEVATION	0	A-4	DETAILS	0	A-5	DETAILS	0	D-1	GROUNDING DETAILS	0	RF-1	RFLUMING DIAGRAM	0
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 <div style="display: flex; justify-content: space-between;"> <div> <p>SITE NUMBER: CT5022</p> <p>SITE NAME: FAIRFIELD</p> </div> <div> <p>100 REF ROAD FAIRFIELD, CT 06424 FAIRFIELD COUNTY</p> </div> <div> <p> at&t</p> <p>500 ENTERPRISE DRIVE, SUITE 3A ROCKY HILL, CT 06067</p> </div> </div>																																
<div style="float: right; width: 150px;"> <p>72 HOURS</p> <p style="font-size: 2em; font-weight: bold;">CALL BEFORE YOU DIG</p> <p>CALL TOLL FREE 1-800-922-4455</p> <p>OR CALL 811</p> <p style="text-align: center; font-weight: bold;">UNDERGROUND SERVICE ALERT</p> </div>																																

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GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DEFINED) AND INSTALL FOR THE ENTIRE COMPLIANT FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DEFINED) IN ACCORDANCE WITH ALL APPLICABLE PROTECTION CODES AND FEDERAL, STATE AND LOCAL REGULATIONS AND ALL GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL VERIFY AND REPORT ALL VIOLATIONS AND DEFICIENCIES TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RACE, LIGHTNING PROTECTION, AND OTHER) SHALL BE JOINTLY BUNDLED AT ALL JUNCTION GRADES, TWO OR MORE CORNER BONDING CONNECTIONS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM BOND FULL-OR-POTENTIAL RESISTANCE TO EARTH TESTING PER IEEE 81 AND IEEE 81 STANDARDS FOR ALL GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL REPORT ALL VIOLATIONS AND DEFICIENCIES TO THE CONTRACTOR AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
4. METAL RACEWAYS SHALL NOT BE USED AS THE NEI. REMOVED CURRENT GROUNDING CONDUCTORS SHALL BE REMOVED AND THE NEI SHALL BE REINSTALLED AND INSTALLED WITH THE POWER CIRCUIT IN ACCORDANCE WITH THE NEC. SHALL BE REINSTALLED AND INSTALLED WITH THE POWER CIRCUIT IN ACCORDANCE WITH THE NEC. SHALL BE REINSTALLED AND INSTALLED WITH THE POWER CIRCUIT IN ACCORDANCE WITH THE NEC.
5. EACH ITS GROUND PILE SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN COATED SUPPLEMENTAL EQUIPMENT GROUNDING WIRES. #6 AWG STRANDED COPPER OR LARGER FOR INDOOR USE AND #4 AWG STRANDED COPPER FOR OUTDOOR USE.
6. EXISTING METALS SHALL BE USED FOR ALL GROUNDING CONNECTIONS (EVEN RACE).
7. APPROVED ALTERNATE COATING (IE, CONDUIT, OIL, PAINT) SHALL BE USED ON ALL GROUNDING CONNECTIONS.
8. IE BRIDGE BONDING CONNECTIONS SHALL BE EXTERNALLY BONDED OR BULGED TO GROUNDING CONDUCTORS.
9. ALUMINUM CONDUIT OR COPPER LULU STEEL CONDUIT SHALL NOT BE USED FOR GROUNDING CONDUCTORS.
10. METAL-BONDING ELECTRICAL AND NON-ELECTRICAL METAL BODIES, FRAMES, AND SUPPORTS SHALL BE BONDED TO THE GROUND NEI. IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE USED ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING AROUND THE DISCONTINUITY WITH #6 AWG STRANDED COPPER OR LARGER FOR INDOOR USE AND #4 AWG STRANDED COPPER FOR OUTDOOR USE.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FINISH HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER ELECTRICALLY CONTINUOUS REINFORCING STEEL MUST HAVE IT BONDED TO THE GROUND NEI. THE BONDING SHALL BE PERFORMED USING AN AWG SIZED BAR THWET CORPUS GROUNDING WIRE. PER NEC 250.50

GENERAL NOTES

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING CONDITIONS SHALL APPLY:
1. CONTRACTOR = (GENERAL CONTRACTOR)
 2. SUBCONTRACTOR = (GENERAL CONTRACTOR (CONTRACTOR))
2. PRIOR TO THE SUBMISSION OF THE BIDDING SUBMITTAL, CONTRACTOR SHALL LET THE CELL BE IN PLACE AS FAR AS THE CONCRETE DRAWINGS ARE CONCERNED, ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, SPECIFICATIONS, SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTIFICATIONS, AND COMPLY WITH ALL OF ALL APPLICABLE REGULATIONS REGARDING THE PERFORMANCE OF THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTIFICATIONS, AND COMPLY WITH ALL OF ALL APPLICABLE REGULATIONS REGARDING THE PERFORMANCE OF THE WORK.
4. DRAWINGS PROVIDED HEREIN ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, AND LABOR, AND SHALL BE NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. FITTING SHALL SUPPLIED WITH THE (BID) PACKAGE EXCEPTED ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR, BEING NOT INCLUDED IN THE BILL OF MATERIALS AND FITTING SHALL BE INCLUDED IN THE BILL OF MATERIALS.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIALLY NOTED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1/CABLE GUIDING CABLES AS SHOWN ON THE POWER, DRAINING AND TELLER PLAN DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTIFICATIONS, AND COMPLY WITH ALL OF ALL APPLICABLE REGULATIONS REGARDING THE PERFORMANCE OF THE WORK.
10. THE SUBCONTRACTOR SHALL PROVIDE EVIDENCE, INCLUDING, PAYMENTS, CURBS, AND OTHER DOCUMENTS, TO THE CONTRACTOR, THAT SHALL BE REVIEWED BY THE CONTRACTOR'S ENGINEER TO THE SATISFACTION OF OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DEPOSED OF ALL SOLID WASTEWATER SUCH AS COAL, OIL, AND OTHER ITEMS DERIVED FROM THE EXISTING FACILITY, AND INTERFERE WITH THE WORK SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND NOTIFICATIONS, AND COMPLY WITH ALL OF ALL APPLICABLE REGULATIONS REGARDING THE PERFORMANCE OF THE WORK.
12. SUBCONTRACTOR SHALL LEAVE REFINISHED IN CLEAN CONDITION.
13. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.

4. ANY NEW CONCRETE REQUIRED FOR THE CONSTRUCTION SHALL BE 40-MPa (5800 PSI) STRENGTH AND SHALL BE CASTED TO THE REQUIRED ELEVATION. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ALL 318 CODE REQUIREMENTS.
15. ALL STRUCTURAL STEEL WORK SHALL BE DETAIL, FABRICATED AND ERECTED IN ACCORDANCE WITH ALL SPECIFICATIONS, ALL STRUCTURAL STEEL SHALL BE A36 (F_y = 36 ksi) OR A572 (F_y = 50 ksi) STEEL. ALL STEEL SHALL HAVE SLASHES SHALL BE HIT WITH SWEATED TOUGH OR ALL SWEATED AND THE END OF THE STEEL SHALL BE DETAIL TO BE DONE IN ACCORDANCE WITH ALL 318 CODE REQUIREMENTS.
16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF AT-101.
17. SUBCONTRACTOR SHALL KEEP ALL ERECTING UNDOINGS AND CONDITIONS PRIOR TO CONSIDERING ANY WORK. ALL UNDOINGS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS SHALL BE KEPT IN PLACE UNTIL THE CONTRACTOR HAS BEEN ADVISED BY ANY DISCREPANCY PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
18. THE EXISTING CELL LIFE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK SHALL BE DONE WITHIN THE EXISTING CELL LIFE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE DONE WITHIN AN APPROPRIATE MAINTENANCE WINDOW (USUALLY 1 TO 2 HOUR PERIODS) DURING MIDNIGHT.
19. SINCE THE CELL LIFE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING WITHIN THE CELL LIFE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKMEN TO DANGER. THE CONTRACTOR SHALL PROVIDE MONITORING AND ADVISE TO BE KEPT IN ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
20. **APPLICABLE BUILDING CODES:**
- CONSTRUCTION WORK SHALL COMPLY WITH ALL CANADIAN NATIONAL, STATE, AND LOCAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE LOCATION, THE ELEVATION OF THE JAIL ADDITIONAL CODES AND STANDARDS IS EFFECT ON THE DATE OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE LOCATION, THE ELEVATION OF THE JAIL ADDITIONAL CODES AND STANDARDS IS EFFECT ON THE DATE OF THE CONTRACT.
- REVISIONS CODE: MAY 2015 VS. 2015 AT-101 BUILDING CODE AMENDMENTS**
RELEVANT CODE: MAY 2015 NATIONAL BUILDING CODE (NBSA 70-1017)
21. SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
- ADDITIONAL CONSTRUCTION REQUIREMENTS (ACR) 318 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.**
- ADDITIONAL INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, INC. FOURTH EDITION.**
- TECHNICAL CONSTRUCTION DESIGN ASSOCIATION (TCD) 200-B.**
- STRUCTURAL STEEL DESIGN.**
- FOR ANY CONFLICTS BETWEEN EDITIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHOD OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RECENT EDITION SHALL BE USED. IN THE EVENT OF A CONFLICT BETWEEN THE GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS

AIL	ANALOG GRADE LEVEL	ED	EDUCAL	ED	REQUIRED
AMC	AMERICAN VEHICLE	CC	CONCRETE CONTRACTOR	IF	RAISE FREQUENCY
BBS	BATTERY BACKUP UNIT	GRD	GROUNDING WIRE CONDUIT	TSO	TO BE DETERMINED
BSL	BASE THINDED SOLID COPPER WIRE	MSB	WATER GROUND BARE	TSO	TO BE REMOVED
BGR	BURIED GROUND RING	MIN	MINIMUM	THRR	TO BE REMOVED AND REPLACED
CTS	BASE TRANSDUCER STATION	P	PROPOSED	TYP	TYPICAL
E	EMERTING	ITS	NOT TO SCALE	UG	UNDER GROUND
EDB	EQUIPMENT GROUND BAR	RAD	RADIATION SHIELD LINE	IF	VERIFY IN FIELD
EGR	EQUIPMENT GROUND RING	UN	UNDERGROUND		



HUDSON
Design Group LLC



750 WEST CENTER STREET, SUITE #301
WEST BRIDGEWATER, MA 02379

SITE NUMBER: CT5022

100 REEF ROAD
FAIRFIELD, CT 0682
FAIRFIELD COUNTY



500 ENTERPRISE DRIVE, SUITE 3
ROCKY HILL, CT 06067

										AT&T	
										GENERAL NOTES	
D 05/12/22		DISB FOR REMED		DISB FOR REMED		DISB FOR REMED		DISB FOR REMED		SBU RECONFIGURATION, 4TXIX ANTENNA RETROFIT, SG NR 1SR CBAND 2021	
A 12/20/21		DISB FOR REMED		DISB FOR REMED		DISB FOR REMED		DISB FOR REMED		DISB FOR REMED GN=1	
NO DATE		REVISIONS		REVISIONS		REVISIONS		REVISIONS		05022 0	
SCALE: AS SHOWN		DRAWN BY: H		CHECKED BY: E		DESIGNED BY: E		DESIGNED BY: E		05022 0	

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EXHIBIT 1-A
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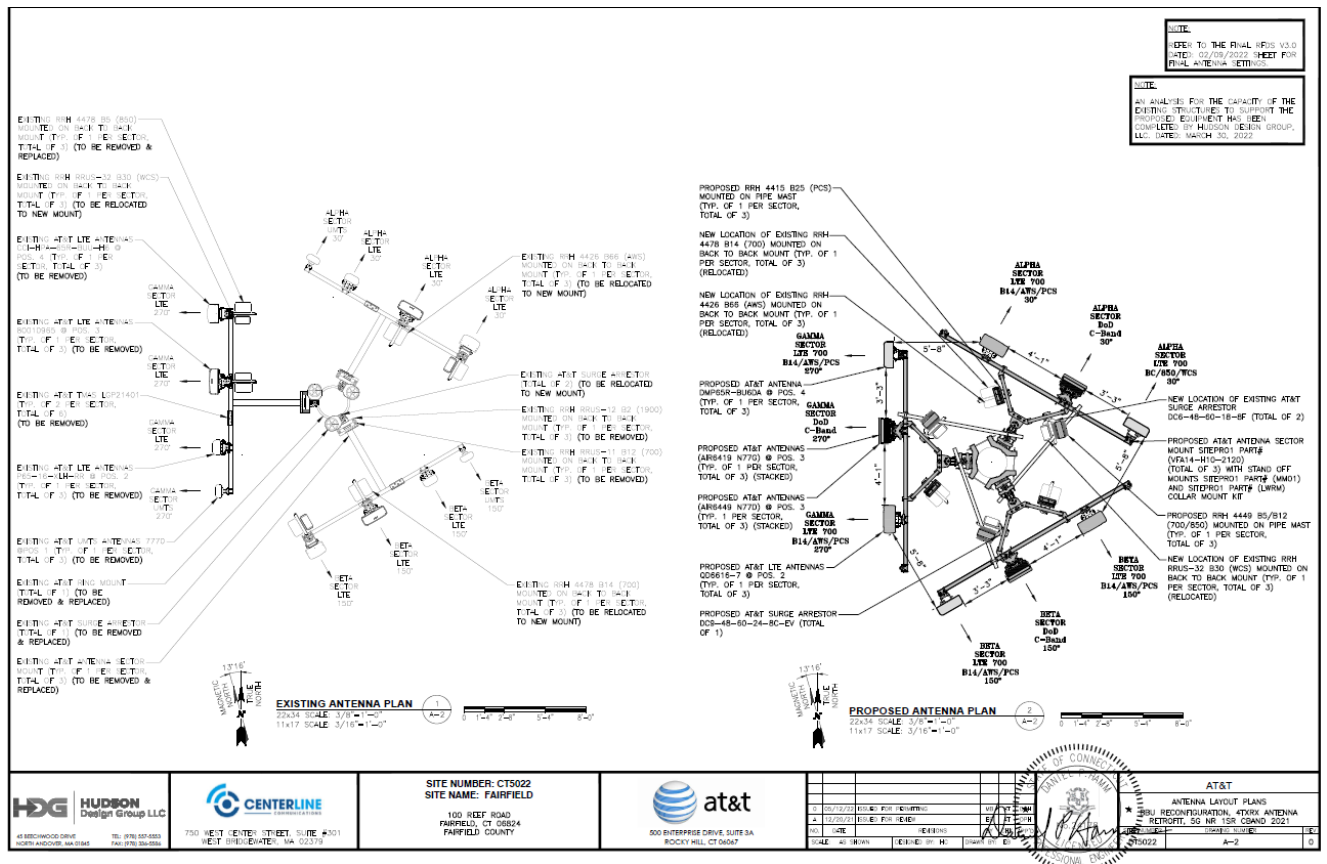


EXHIBIT 1-A

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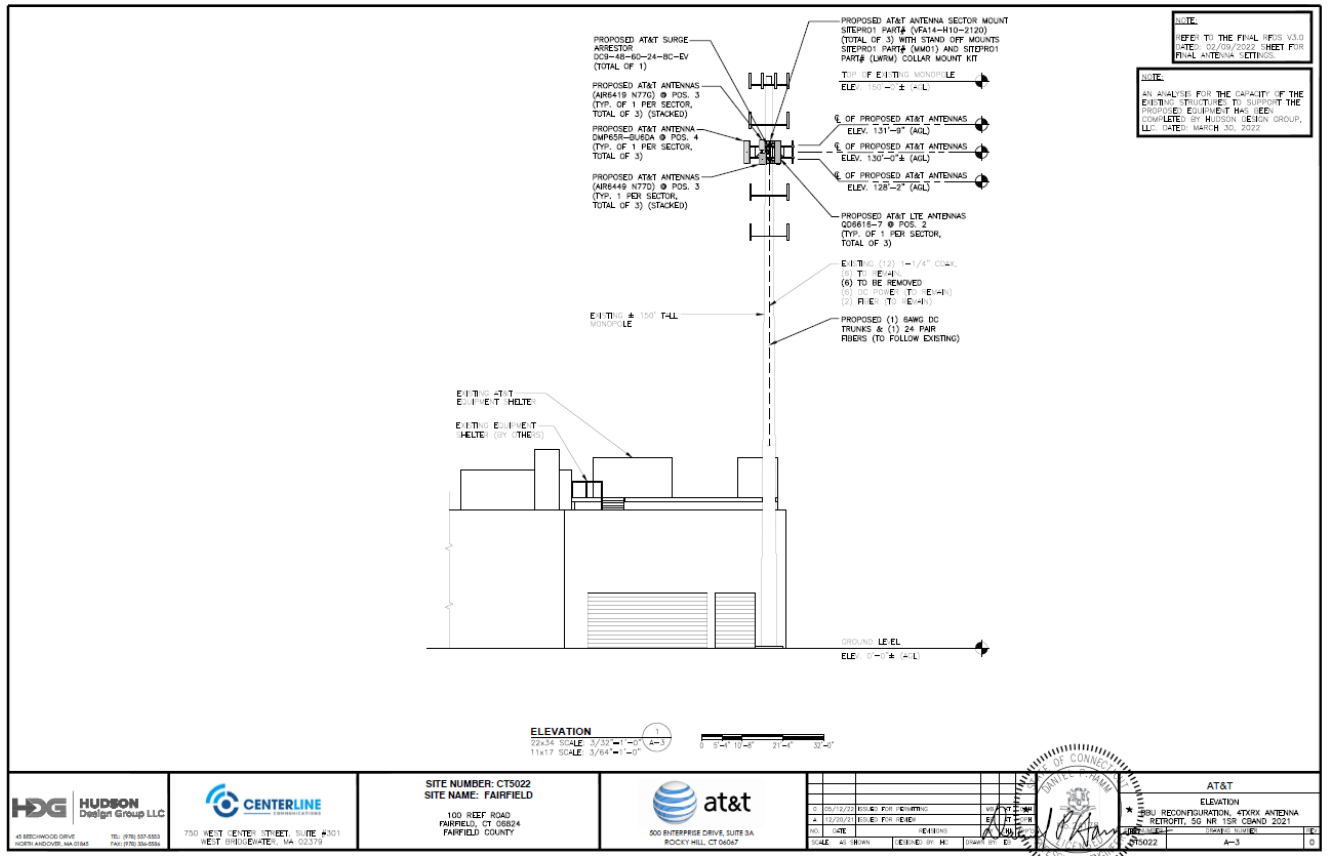
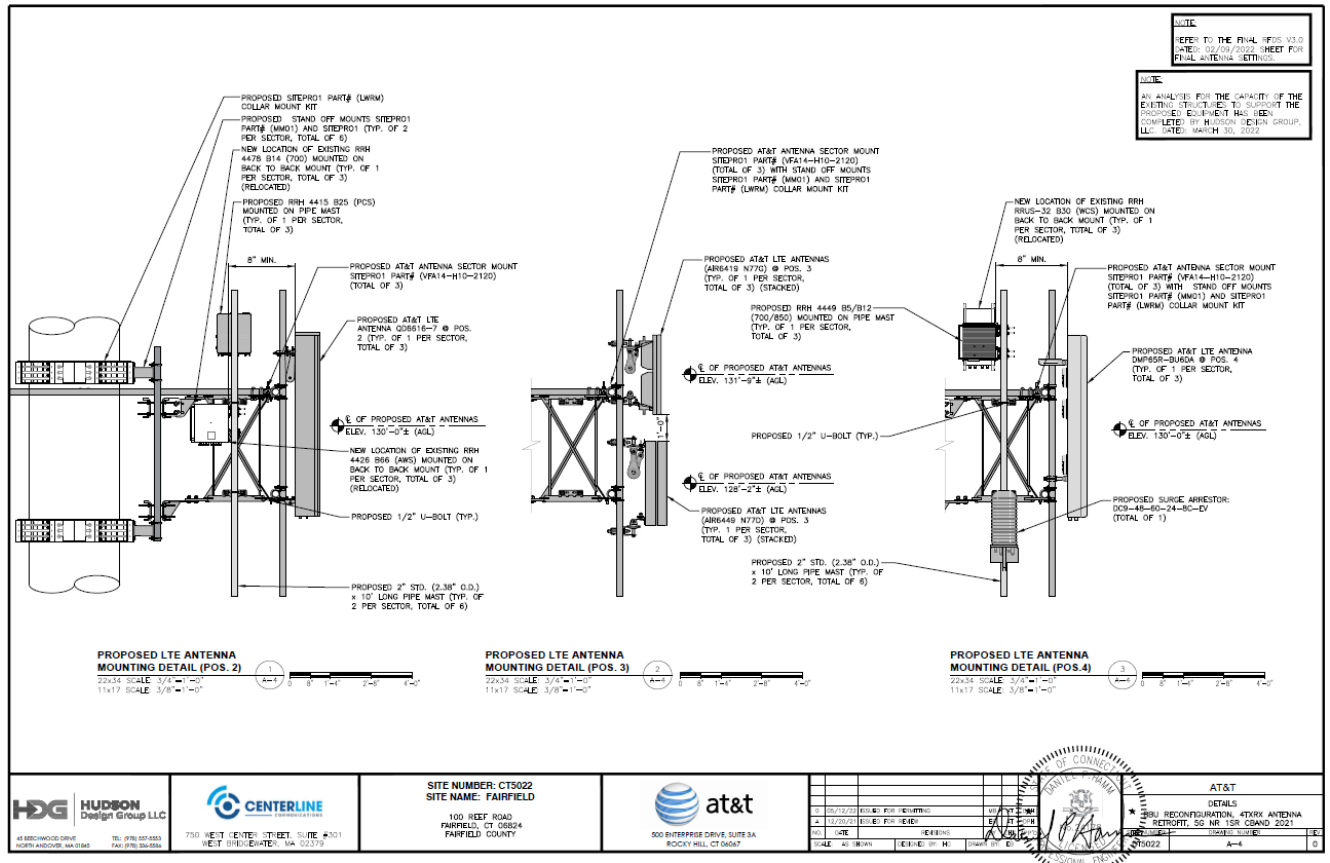


EXHIBIT 1-A

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HUDSON
Design Group LLC



750 WEST CENTER STREET, SUITE #301
WEST BRIDGEPORT, MA 02379

SITE NUMBER: CT5022
SITE NAME: FAIRFIELD
100 HEEP ROAD
FAIRFIELD, CT 06424
FAIRFIELD COUNTY



500 ENTERPRISE DRIVE, SUITE 3A
ROCKY HILL, CT 06067

NO.	DATE	DESCRIPTION	BY	CHKD.
1	02/12/22	REV. 4: FOR REVISION	J. Y. M.	
2	02/20/22	REV. 6: FOR REVISION	J. Y. M.	
3	03/01/22	REV. 7: FOR REVISION	J. Y. M.	
4	03/01/22	REV. 8: FOR REVISION	J. Y. M.	
5	03/01/22	REV. 9: FOR REVISION	J. Y. M.	
6	03/01/22	REV. 10: FOR REVISION	J. Y. M.	
7	03/01/22	REV. 11: FOR REVISION	J. Y. M.	
8	03/01/22	REV. 12: FOR REVISION	J. Y. M.	
9	03/01/22	REV. 13: FOR REVISION	J. Y. M.	
10	03/01/22	REV. 14: FOR REVISION	J. Y. M.	

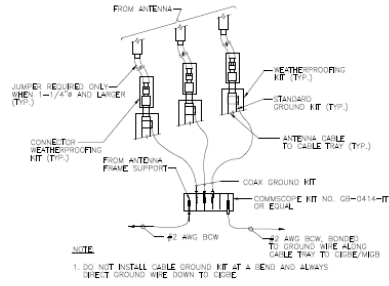
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ISSUED: 03/01/22	
CT5022	A-4
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EXHIBIT 1-A
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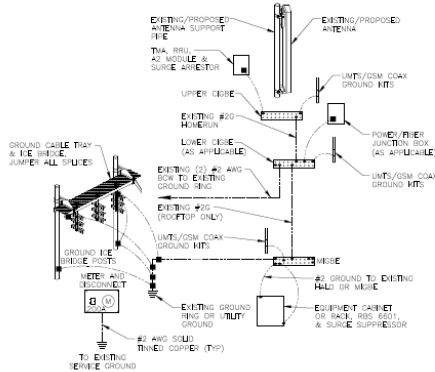
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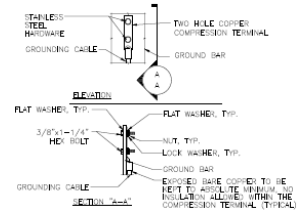
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GROUND WIRE TO GROUND BAR CONNECTION DETAIL
SCALE: N.T.S.



GROUNDING RISER DIAGRAM
SCALE: N.T.S.



- NOTES:
1. "DOUBLING UP" OR "STACKING" OF CONNECTION IS NOT PERMITTED.
 2. OVERLAPPING CONNECTIONS TO BE USED AT ALL LOCATIONS.
 3. CABLES DOWNLEADS FROM UPPER ESB, LOWER ESB, AND MIB.

TYPICAL GROUND BAR CONNECTION DETAIL
SCALE: N.T.S.

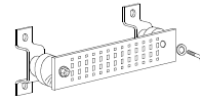
Each ground conducting termination on any ground bar shall have an identification plate attached at each end that will define its position and termination.

DETAIL "A" - SURGE PROTECTOR

- CABLE ENTRY POINTS (HATCH PLATES) (#2 AWG)
 EXISTING FRAMEWORK (IF AVAILABLE) (#2 AWG)
 TELCO GROUND BAR
 COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2 AWG)
 +24V POWER SUPPLY RETURN BAR (#2 AWG)
 -24V POWER SUPPLY RETURN BAR (#2 AWG)
 EXISTING FRAMEWORK

DETAIL "A" - SURGE PROTECTOR

- INTERIOR GROUND RING (#2 AWG)
 EXTERIOR EXISTING GROUND RING (BURIED GROUND RING) (#2 AWG)
 METALLIC COLD WATER PIPE (IF AVAILABLE) (#2 AWG)
 BUILDING STEEL (IF AVAILABLE) (#2 AWG)



GROUND BAR - DETAIL (AS REQUIRED)
SCALE: N.T.S.

HG HUDSON
Design Group LLC
14 BEECHWOOD DRIVE
ROCKY HILL, CT 06067
TEL: (860) 531-0883
FAX: (860) 531-0884

CENTERLINE
communications
750 WEST CENTER STREET, SUITE #301
WEST BRIDGEPORT, MA 02071

SITE NUMBER: CT3022
 SITE NAME: FAIRFIELD
 100 HEEF ROAD
 FAIRFIELD, CT 06424
 FAIRFIELD COUNTY

at&t
500 ENTERPRISE DRIVE, SUITE 5A
ROCKY HILL, CT 06067

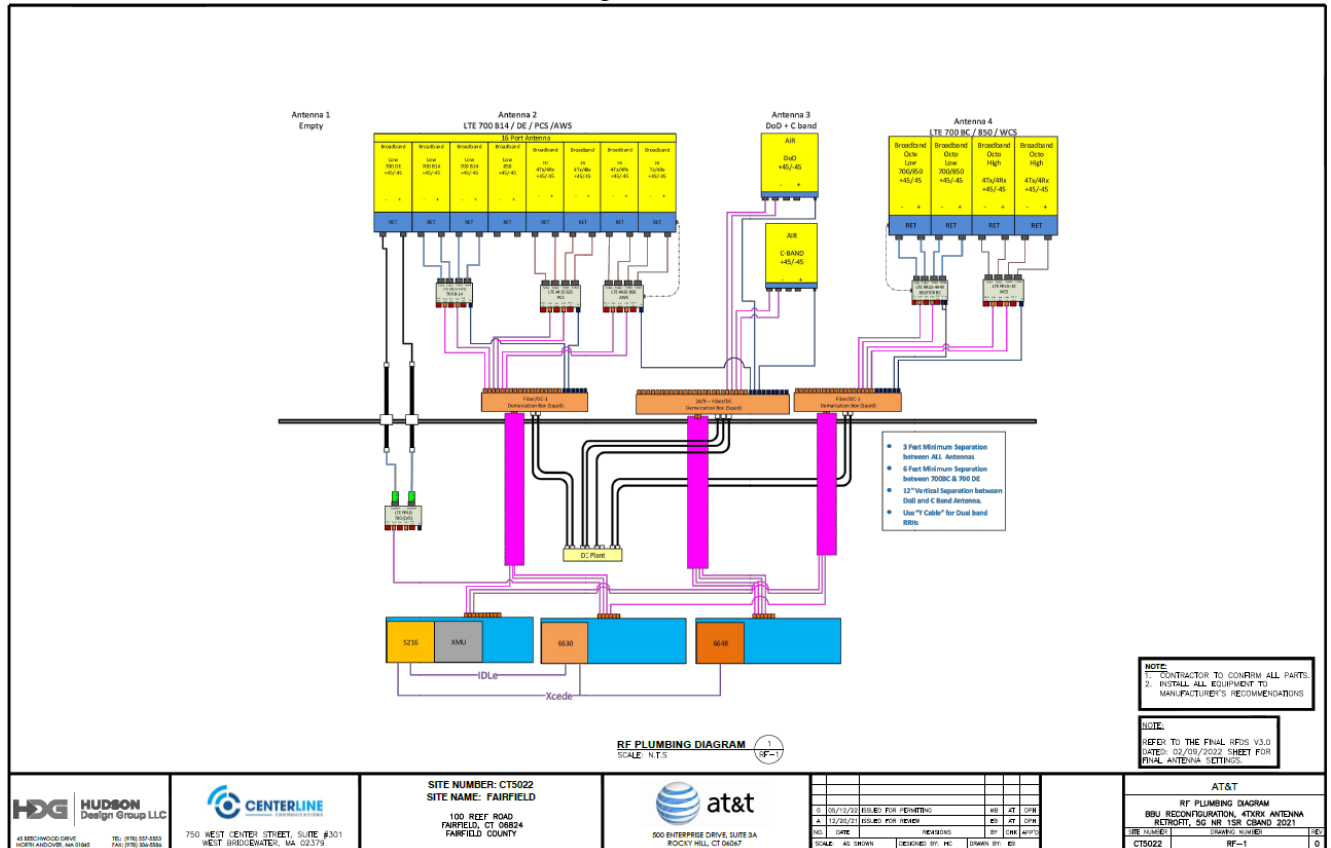
DATE	BY	CHKD BY	APP'D BY	DATE	BY	CHKD BY	APP'D BY
01/13/20	CT3022	CT3022	CT3022	01/13/20	CT3022	CT3022	CT3022
01/13/20	CT3022	CT3022	CT3022	01/13/20	CT3022	CT3022	CT3022
01/13/20	CT3022	CT3022	CT3022	01/13/20	CT3022	CT3022	CT3022



AT&T
 GROUNDING DETAILS
 300 RECONFIGURATION, AT&T ANTENNA
 RETROFIT, 50 HERTZ, 6000 2021
 (DRAWN: 10/10/21)

EXHIBIT 1-A

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Notes:

- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE**

SITE LEASE AGREEMENT

This Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between THE TOWN OF FAIRFIELD, a Connecticut municipal corporation, with an address of 611 Old Post Road, Fairfield, CT 06824 (“**Landlord**”), and DISH WIRELESS L.L.C., a Colorado limited liability company, having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors managers of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Equipment**” means and includes the antennas, cables, wires, conduits, fasteners, connectors, cabinets and the like designed to transmit and receive radio frequency signals and customarily associated with a cellular telecommunications tower.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Property**” means that certain parcel of real property upon which the Tower is located.

“**Tower**” means that certain monopole tower located on the Property.

“**Upgrade Protocol**” means the Landlord’s Telecommunications Facility Upgrade Protocol, a copy of which is attached as Exhibit C.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 3965 Congress Street, Fairfield, Connecticut 06824, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 400 square feet of space for Tenant’s Equipment in connection with the use and operation

of its facilities as such are initially described in Exhibit B, collectively referred to as the “**Premises**”. Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant’s Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any Equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility or fiber provider the right, at Tenant’s sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the later of sixty (60) days after the Effective Date or first (1st) day of the month following the commencement of Tenant’s Installation (the “**Commencement Date**”) and will expire on the last day of the month that is one hundred eighty (180) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for one (1) additional term of sixty (60) months (the “**Renewal Term**” and together with the Initial Term, the “**Term**”). However, Tenant may, in Tenant’s sole and absolute discretion, elect not to renew the lease at the end of the Initial Term by giving Landlord written Notice at least ninety (90) days prior to the end of the Initial Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises (“**Rent**”) in the amount Seventy Six Thousand and 00/100 Dollars (\$76,000.00) per year. The first Rent payment shall be made within sixty (60) days of the Commencement Date, with subsequent payments due on each anniversary of the Commencement Date. On each anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force (“**Payment Terms**”). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement. Tenant will pay Landlord a fee of \$50.00 for any check returned for any reason by Landlord’s bank. If the Tenant fails to pay all Rent due and owing by the tenth (10th) day following each successive anniversary of the Commencement Date during the Term, then after five (5) days’ notice from Landlord to Tenant without cure, Landlord may impose a late fee equal to five percent (5%) of any amounts more than fifteen (15) days overdue in order to reimburse Landlord for the extra administrative time involved in collecting such amounts, and any payment more than fifteen (15) days overdue will bear interest from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.

2.4 Rent Guarantee. All Rent due for the Initial Term and, unless Tenant elects not to renew this Agreement, the Renewal Term, is guaranteed by Tenant to Landlord, meaning that Tenant will not be released from its payment obligations under this Agreement if Tenant terminates this Agreement except if the reason for the termination is: (a) that Tenant is unable to operate the Installation due an event described in Section 8.4, Force Majeure (Section 12.5), or (c) Taking (Section 12.3); or (b) an event of Landlord’s default (Section 8.2) which remains uncured beyond all applicable cure and grace periods.

2.5 Site Development Fee. Tenant shall pay Landlord a one (1) time fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to defray Landlord's costs associated with engineering and legal review fees, which is a condition precedent to Tenant's use of the Premises ("**Site Development Fee**"). Tenant shall pay the Site Development Fee to Landlord within sixty (60) days following the Effective Date. The Site Development Fee shall be non-refundable.

2.6 Contingencies. Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for the Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain the Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If any application for a Governmental Approval is rejected, conditioned, materially delayed or otherwise not approved for any or no reason ("**Contingencies**"), then, Tenant shall have the right, in its sole and absolute discretion, to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval, related to this Premises, issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right, in its sole and absolute discretion, to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Tenant shall have the right to use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, installation of Tenant's Equipment) ("**Tenant's Permitted Use**"). Subject to Tenant's compliance with the Upgrade Protocol, Tenant's Permitted Use includes the right to replace, repair, upgrade, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates. If radio frequency signage and/or barricades are required by Applicable Law, then Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term and subject to Section 6.3, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises. Further, Landlord grants to Tenant the right of ingress and egress to the Tower and the Premises.

3.3 Maintenance, Repairs, Modifications and Upgrades. The drawings and descriptions indicated on Exhibit B specifically describe the quantity of Equipment, the numbers, and locations of antennas, and the locations of cables to be installed within the Premises. In the event of a conflict between the general description set forth above, and the specific descriptions drawn and depicted on

Exhibit B, then Exhibit B shall govern. The descriptions and depictions indicated on Exhibit B are specific to the equipment and specifications on Exhibit B. Tenant has no future right to modify Exhibit B after the Effective Date without a duly executed written amendment to this Agreement. Tenant shall have the right to complete the installation of the Equipment indicated on Exhibit B and to maintain and repair the Equipment indicated on Exhibit B without Landlord's consent. All modifications and upgrades of Tenant's Equipment are subject to the Upgrade Protocol attached as Exhibit C. Tenant shall not attempt to circumvent the Upgrade Protocol or commence modification or upgrade work unless and until Tenant has fully complied with the Upgrade Protocol.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant at the Premises and Tenant shall pay the utility company directly. So long as this Agreement remains in effect, Landlord at all times shall provide Tenant with access to the utilities at the Property so that the Premises shall have electrical, gas and telephone service. In connection with the electric, gas and telephone utility sources located on the Property that is/are necessary for Tenant to operate its Installation, Landlord agrees to grant the local utility provider the right to install its equipment or other improvements on, over and/or under the Property and Landlord shall cooperate in connection therewith, including without limitation, executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Tower, Premises or the Property. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of the lien as security for its payment within the ninety (90) day period, and thereafter diligently contests such lien. If Tenant fails to deposit the security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Landlord acknowledges that the Property and the Tower are at present exempt from real property taxation because Landlord is a municipality. Tenant shall be liable for all taxes against Tenant's Equipment, personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of the reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant shall not cause Interference (as defined below) with any other equipment installed on the Tower as of the Effective Date. Following the Effective Date, Landlord shall not install, or to permit others to install, any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof,

Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until the Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate Tenant's Equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or on the Tower, provided that: (a) Tenant shall pay the costs of the Temporary Relocation of Tenant's Equipment and receive a rental abatement until Tenant recoups all of the cost of the Temporary Relocation of Tenant's Equipment as well as the costs incurred by Tenant in moving Tenant's Equipment back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Tower or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate Tenant's Equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord's Maintenance of the Tower. Landlord represents and warrants that, as of the Effective Date, the Tower, the Tower's systems and all structural elements of the Tower are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Tower and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents or contractors. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant shall perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner.

6.3 Access to Premises. Landlord shall allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 4:30 p.m., Monday through Friday) for regular or routine maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. If Tenant needs access after ordinary business hours, Tenant will endeavor to give Landlord prior notice, if feasible. Except for emergency access, prior to access to the Property, Tenant shall provide a minimum of 24 hours' prior e-mail and telephone notice to the Landlord's Designated Site Representative so that arrangements can be made for an employee or consultant of the Landlord to accompany the contractors or technicians. As of the Effective Date, the "**Designated Site Representative**" is Jared Schmitt, Chief Fiscal Officer, (203) 256-3032, JSchmitt@fairfieldcdt.org. Landlord reserves the right to change the name and/or contact information of the Designated Site Representative upon written notice to the Tenant. All contractors and technicians must carry and provide proper identification at all times. If, after Tenant's initial installation as indicated on Exhibit B, Tenant's presence at the Property exceeds three one-half days per calendar month, Tenant shall reimburse the Landlord to cover the actual

commercially reasonable costs associated with having an employee or consultant on site beyond the three one-half days. A half day shall be calculated as any time beyond four (4) hours. Any time beyond four (4) hours on any given day shall be counted as a second 1/2 day. Except in the event of an emergency, no work shall be permitted on weekends or holidays unless specifically authorized by the Designated Site Representative. Landlord shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside ordinary 8:00 a.m. to 4:30 p.m. business hours, provided Tenant agrees to reimbursement of the Landlord's employee or consultant, at an hourly rate of \$150.00 per hour. In order for any inspection, repair, maintenance, modification or upgrade work to be performed which will include the need for any climbing on the Tower, the following information/documentation will be required: (a) a letter describing the scope of work to be done; (b) letter indicating that the contractor or contractors, is/are authorized to perform the work on behalf of the Tenant; (c) photo ID for each technician who will be on site; (d) a climbing certificate/certification for each technician who will be climbing the Tower; and (e) an insurance certificate or certificates indicating that each firm employing the technician or technicians has current insurance coverage with limits at least as high as those described in Section 10.2 and including the Landlord as certificate holder and additional insured.

6.4 Inspections. Landlord has the right to retain an independent engineering firm to conduct annual structural and safety inspections of the Premises and the Tower. Tenant will pay its proportionate share (i. e., 1/3 or ¼, depending on the number of carriers co-locating on the Tower) of the cost of each annual inspection within sixty (60) days of receipt of an invoice from Landlord. Landlord will deliver to Tenant a copy of each inspection report upon request. If an inspection report commissioned by Landlord contains a recommendation by the engineering firm for repair or improvement of Tenant's Installation or a recommendation that Tenant modify Tenant's Equipment for the safety and integrity of , then Tenant shall comply with the recommendation within a commercially reasonable period of time, not to exceed sixty (60) days, at Tenant's sole cost and expense.

6.5 Construction. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of construction of the Installation. The Tenant's Installation shall remain the exclusive property of Tenant and shall not be considered fixtures.

7. Surrender and Hold Over.

7.1 Surrender. Within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions, alterations and improvements to the Premises, in either case, normal wear and tear excepted. Rent will accrue during the Equipment Removal Period. If Tenant's Equipment is not removed prior to the expiration of the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant will, at Tenant's expense, promptly repair any and all damage to the Tower and the Premises caused by Tenant's contractors and technicians while removing Tenant's Equipment. If Tenant fails to promptly repair any damage to the Tower caused by Tenant's contractors and technicians while removing Tenant's Equipment, Landlord may, but shall have no obligation to, repair the damage and forward an invoice or invoices and supporting documentation to Tenant for payment.

Tenant will pay any invoices delivered by Landlord pursuant to the immediately preceding sentence within sixty (60) days of receipt.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period or any period upon lease expiration, without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during the Hold Over period, except that Tenant shall pay Landlord a rental fee at the rate of one hundred fifty (150%) of the Rent applicable at the expiration or termination of the Agreement. Tenant's payments shall be paid on the first day of each month in advance for the duration of the Hold Over.

8. Default, Remedies and Termination.

8.1 Default By Tenant. If there is a breach by Tenant with respect to any of the provisions of this Agreement or Tenant's obligations under this Agreement, including, without limitation, the timely payment of Rent, Landlord shall give Tenant written notice of the breach. After receipt of written notice, Tenant shall have thirty (30) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided that Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Section.

8.2 Default By Landlord. If there is a breach by Landlord with respect to any of the provisions of this Agreement or Landlord's obligations under this Agreement, Tenant shall give Landlord written notice of the breach. After receipt of the written notice, Landlord shall have thirty (30) days in which to cure the breach, provided that Landlord shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Section. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Landlord fails, within five (5) days after receipt of written notice of breach, to perform an obligation required to be performed by Landlord if the failure to perform the obligation interferes with Tenant's ability to conduct its business at the Property; provided, however, that if the nature of Landlord's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within the five (5) day period and thereafter diligently pursued to completion.

8.3 Remedies. Upon a default beyond all applicable notice and cure periods, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default beyond all applicable notice and cure periods, by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the

non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement immediately upon written Notice to the other Party. .

8.4 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its elected and appointed officials, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Tower and/or the Property, and/or any contamination of the Premises, the Tower and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any

admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability, from a company or companies with an A.M. Best rating of A (VII) or better of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverages from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance shall protect the Landlord from claims that may arise out of or result from the Tenant's obligations under this Agreement or from the obligations of any contractor or any other person or entity directly or indirectly employed by Tenant or by anyone for whose acts Tenant may be liable. For each policy required by this Agreement, Tenant shall, before the execution of this Agreement by the Landlord, provide the Landlord with certificates of insurance. Tenant shall provide updated certificates of insurance at least ten (10) days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Landlord according to policy provisions.

A. Workers Compensation:

Tenant shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation.

B. Commercial General Liability Insurance:

Tenant shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Landlord.
- Coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Landlord and the Tenant.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Landlord.

C. Commercial Automobile Insurance:

Tenant shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Landlord as an additional insured and provide a waiver of subrogation.

D. Umbrella or Excess Liability Insurance:

Tenant shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

10.3 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement and has taken all necessary action to approve this Agreement which would include having this agreement approved by the Landlord's Board of Selectwomen; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Tower and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Tower that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. In no event shall Tenant have any liability with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Tower prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Tower by: (i) Landlord, its agents, employees, contractors or invitees; or (ii) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Tower. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Tower to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third-party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement

12.3 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.4 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense.

12.5 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with

as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.6 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights, however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.7 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

12.8 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.9 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.10 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.10) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

The Town of Fairfield
Attention First Selectwoman
611 Old Post Road
Fairfield, CT 06824

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.11 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.12 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.13 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.14 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.15 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

TENANT:

THE TOWN OF FAIRFIELD

DISH WIRELESS L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

{Signature page to Site Lease Agreement}

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land located in the The Town of Fairfield, County of Fairfield and State of Connecticut known as 3965 Congress Street and identified in the records of the Assessor of the The Town of Fairfield as:

INSERT LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]

EXHIBIT C

THE TOWN OF FAIRFIELD

TELECOMMUNICATIONS FACILITY UPGRADE PROTOCOL

- A. All equipment upgrade submissions must comply with all applicable ordinances and regulations of the The Town of Fairfield and all applicable regulations, rules, standards, requirements and conditions of the Connecticut Siting Council.
- B. Initial written submission of Tenant's proposed equipment upgrades must be delivered to The Town of Fairfield, 611 Old Post Road, Fairfield, CT 06824, Attention: Chief Financial Officer. The initial submission ("Initial Submission") must include:
 - (1) Copy of existing As-Built on file with Tenant, encompassing the telecommunications equipment that will be upgraded or changed in some manner;
 - (2) Drawings showing proposed equipment upgrades or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work"); and
 - (3) Estimated construction schedule, detailing length of time for Tenant to perform construction work.
- C. Upon review of the Initial Submission, the Landlord may make reasonable written requests for additional related documentation and/or modifications.
- D. Upon receipt of a request under Paragraph C, Tenant shall supply the additional related documentation and/or make modifications to the Initial Submission, as reasonably requested by the Landlord.
- E. A "Final Submittal" shall be made by the Tenant to the Landlord in the same manner described for the Initial Submission in Paragraph B. The Final Submittal shall include the following:
 - (1) Final plans and specifications for the proposed equipment changes, and a revised Scope of Work, if different from what was provided in the Initial Submission.
 - (2) A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if Tenant 's proposed upgrades or changes include the addition of new antennas, to show compliance with any existing equipment and FCC regulations regarding RF emissions.
 - (3) Final construction schedule, detailing the length of time for Tenant to perform the proposed work ("Construction Schedule").

- (4) A deposit, in an amount not to exceed \$5,000.00, to cover all reasonable costs incurred by Landlord related to the proposed work, including, but not limited to, expenses incurred by the Landlord for the review of the drawings and Scope of Work by Landlord's staff or Landlord's outside engineering firm and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve work on the Tower, the ground, a roof or all of the above. Landlord shall access the deposit only pursuant to the terms set forth in Paragraph Q below.
- (5) If, after review, Landlord determines that the proposed upgrade will impact the structural integrity of the Tower or building, an appropriate engineering study will be undertaken. Landlord will provide Tenant with a written explanation of the reasons for the structural integrity study. The actual costs of the structural integrity study shall be paid by the Tenant. The study shall be performed by an engineer selected by the Landlord. Tenant will be responsible for the cost of any and all structural modifications or reinforcements of the Tower or the building that may be required in order to accommodate any new or modified equipment added by Tenant in connection with an upgrade. Tenant shall include any and all structural modifications and reinforcements in the Scope of Work and the Construction Schedule. Landlord shall have the right to deny authorization for any modifications to the building or Property that will, in the Landlord's judgment, materially interfere with operations of the Fairfield Fire Department or diminish the usable space within the building.
- (6) If the proposed upgrades require additional ground space, rooftop space or Tower space or additional antennae or any other equipment to be added, the Landlord will be entitled to a reasonable increase in the rental fee due under the Lease. Tenant shall not start work until the Landlord and Tenant have agreed upon the amount of the rental fee increase. If the Landlord and Tenant are unable to reach agreement upon the amount of the rental fee increase, then Tenant shall not start work until the amount of the rental fee increase has been determined pursuant to Paragraph R.
- F. Following the Final Submittal, the Landlord and Tenant will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.
- G. Landlord's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, conditioned, delayed or denied.
- H. When the Final Submission is approved by the Landlord, the Landlord will deliver a written Notice to Proceed delineating the approved Scope of Work and Construction Schedule. The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the Landlord who Tenant should contact to coordinate the approved work and access to the site.
- I. Tenant shall confirm the date and time that Tenant and its agents and representatives will

perform the upgrade work and the names of the Tenant agents and/or representatives who will be entering the property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the Tenant shall provide a minimum of 48 hours' prior notice, by contacting the Landlord agent/representative referenced in Paragraph H, at the phone number and email address provided. The Landlord agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay Tenant's ability to access the property to perform the upgrade work. Once Tenant has notified the Landlord as indicated above, the Landlord will provide access to Tenant in furtherance of the Notice to Proceed, within 48 hours.

- J. The Landlord, its engineer and/or inspector may be on site to inspect the work and confirm compliance with the Notice to Proceed. Actual costs of inspection shall be paid by the Tenant within sixty (60) days of receipt of an invoice together with reasonable supporting documentation evidencing the costs.
- K. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or holidays recognized by the The Town of Fairfield. Notwithstanding the foregoing, the Landlord will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided Tenant agrees to the full reimbursement for any actual, reasonable expenses associated with the time spent by Landlord's engineer or inspector monitoring the work, such expenses to be paid within sixty (60) days of receipt of an invoice together with reasonable supporting documentation evidencing the expenses.
- L. Absent unforeseen and/or extenuating circumstances, Tenant shall have sixty (60) calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by Tenant.
- M. Upon substantial completion of the work, Tenant shall submit to Landlord written notice indicating the substantial completion of the upgrades or changes to allow the Landlord to schedule an engineering inspection. Within thirty (30) days of the Landlord's receipt of Tenant's written notice of substantial completion, the Landlord shall submit to Tenant a written acceptance of the work or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the Tenant's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted within the thirty (30) day period. Tenant shall use reasonable efforts to complete all punch list items within thirty (30) days of the receipt of the punch list. If the items on the punch list are not completed within said thirty (30) days, Landlord shall, upon ten (10) days' notice to Tenant, have the option of completing such items at Tenant's expense, provided that Landlord itemizes to Tenant all reasonable expenditures incurred and Tenant has not completed same following the ten (10) days' notice.
- N. Once all work has been approved by Landlord or its engineer, Tenant shall submit at its cost and expense: (1) New As-Built drawings by an engineer or architect licensed in Connecticut, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in Connecticut to reflect minor upgrade

modifications; and (2) Color photographs of the completed work.

- O. The Landlord shall submit a final, detailed bill to Tenant detailing the time and work reasonably performed, within sixty (60) days after Tenant's completion of the work. Landlord may use the Deposit to pay such final bill. If the bill exceeds the Deposit, Tenant shall pay the excess within sixty (60) days after receipt of the bill. If the bill is less than the Deposit, a refund shall be made within sixty (60) days thereafter.
- P. This Upgrade Protocol is applicable only to work where Tenant seeks to upgrade or modify its existing equipment installation. It does not apply to: (1) maintenance or repair of any existing equipment; and (2) replacement of broken or non-functioning equipment with like kind or similar equipment.
- Q. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the Lessor may waive some or all of the formalities of this Upgrade Protocol provided that any such waiver must be in writing.
- R. If Landlord and Tenant are unable to reach agreement upon the amount of a rental fee increase due under Paragraph E(6), then the amount of the rental fee increase shall be determined as follows.
 - (1) Negotiation. First, representatives of Tenant and Landlord shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing.
 - (2) Arbitration. If Landlord and Tenant are unable to resolve the dispute by mutual agreement under Paragraph R(1) within two (2) weeks following the initiation of negotiations between the parties thereunder, then, upon demand of either Landlord or Tenant, the dispute shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules"). The parties may agree upon one (1) arbitrator. If they cannot so agree within two (2) weeks following demand for arbitration, then each party shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator (the "Deciding Arbitrator"), and the decision of the Deciding Arbitrator shall be binding and conclusive. If either party refuses or fails to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings shall take place in Fairfield County, Connecticut.
 - (3) Controls Over Statutes and Regulations. Landlord and Tenant agree that the method of determining the rental fee increase under this Paragraph R shall apply as between them in lieu of any applicable mechanism prescribed under the statutes or regulations of the State of Connecticut, including, without limitation CGS Section 16-50aa(d)(1). Landlord and Tenant waive the right to proceed under CGS Section 16-50aa(d)(1) in connection with the determination of the rental fee increase due under Paragraph E(6).

REFUNDS SUBMITTED FOR APPROVAL
2/13/2023

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2021 REAL ESTATE</u>						
MULLINEAUX DANIEL	2021 01 08731	\$8,571.54				PAID IN ERROR
VIOLA SAMANTHA & GERARD	2021 01 11562	\$1,879.63				PAID IN ERROR
LANESE THOMAS & BRIELLE	2021 01 19303	\$3,001.78				PROPERTY SOLD-NOT RESPONSIBLE
TOTAL		<u>\$13,452.95</u>				
<u>2021 MOTOR VEHICLE</u>						
ARMSTRONG MICHAEL D	2021 03 51678	\$45.60				OVERPAID IN ERROR
HICKEY LINDA L	2021 03 68618	\$103.42				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94469	\$572.04				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$721.06</u>				
<u>2021 PERSONAL PROPERTY</u>						
CONWAY S AUTO REPAIR	2021 02 33910	\$294.46				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$294.46</u>				
<u>2020 REAL ESTATE</u>						
VIOLA SAMANTHA & GERARD	2020 01 23101	\$111.22				OVERPAID IN ERROR
TOTAL		<u>\$111.22</u>				
<u>2020 MOTOR VEHICLE</u>						
VW CREDIT LEASING LTD	2020 03 93521	\$221.18				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$221.18</u>				
<u>2020 PERSONAL PROPERTY</u>						
RAJPUT FARZANA	2020 02 37973	\$326.86				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$326.86</u>				
<u>2020 SEWER USE</u>						
YUDITSKI THOMAS M	2020 08 01321	\$150.00				OVERPAID IN ERROR
TOTAL		<u>\$150.00</u>				
TOTAL TAX	\$15,277.73					
TOTAL INTEREST	-					
GRAND TOTAL	<u>\$15,277.73</u>					