

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

WATERFORD RECREATION AND PARKS COMMISSION

TO: Mr. Rawle Dummett, Purchasing Agent
FROM: Brian W. Flaherty, Director
DATE: May 12, 2022
RE: Request For Proposal #22-124 Beer & Wine Vending

Rawle:

Thank you for providing the submitted proposals for RFP #22-124. They have been reviewed by Kim Allen, Finance Director, Abby Piersall, Planning Director, and myself.

We would like the Board of Selectman to consider the two vendors listed below. I checked references for both vendors which were favorable. I also checked with Steve Mansfield, Ledge Light Health District Director, and no health permit is required. Both proposals have submitted the proper scope and requirements such as type of vending operation, alcohol to be served, utility needs, liquor permits, insurance, Town of Waterford general bid requirements and description on how the vendor plans to operate at the Waterford Beach Park Concert Series.

- Whimsically Topsy
- Nieves Hospitality

CC: Ken Hall, Commission Chair
Robert Brule, First Selectman
Abby Piersall, Planning Director
Kim Allen, Finance Director

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

FIRE SERVICES
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10123	52320	Hydrants	\$ 457,200	\$ 6,393		(3,500)	\$ 2,893
2	10123	52371	Fire Police	\$ 1,500	\$ 163	3,500		\$ 3,663
3	10123	53020	Other Supplies	\$ 18,000.00	\$ 3,791		(2,000)	\$ 1,791
4	10123	53090	Fuels and Lubricants	\$ 18,740.00	\$ (1,278)	2,000		\$ 722
5	10123	51410	Firefighting	\$ 1,413,050	\$ 322,204		\$ (90,000)	\$ 232,204
6	10123	51810	Overtime	\$ 50,000	\$ (86,625)	\$ 90,000		\$ 3,376
				TOTAL		95,500	(95,500)	

Explanation:

1-2 This transfer is to cover purchases approved by Kim Allen

3-4 This overage is due to underfunding

5-6 This overage is due to underfunding

Department Head

Kim Allen
Director of Finance

Date

5/13/22
Date

First Selectman

Date

Commission/Board Approval

Date

05/09/2022 13:58
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

P 1
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FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

TRANS/ADJUSTS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

10123 FIRE SERVICES

10123 51110	222,985.00	ADMINISTRATION	0.00	222,985.00	163,070.50	0.00	59,914.50	73.1%
10123 51120	78,566.00	INSPECTION	0.00	78,566.00	102,368.66	0.00	-23,802.66	130.3%*
10123 51210	142,330.00	CLERICAL AND TECHNICAL	-5,000.00	137,330.00	121,853.18	0.00	15,476.82	88.7%
10123 51240	20,430.00	EDUCATIONAL INCENTIVE	0.00	20,430.00	16,285.00	0.00	4,145.00	79.7%
10123 51410	1,413,050.00	FIRE FIGHTING	0.00	1,413,050.00	1,066,826.25	0.00	346,223.75	75.5%
10123 51411	50,000.00	INCENTIVE PROGRAM STIPENDS	-25,000.00	25,000.00	15,852.00	0.00	9,148.00	63.4%
10123 51440	0.00	DISPATCH	0.00	0.00	0.00	0.00	0.00	.0%
10123 51450	0.00	EXTRA DUTY	0.00	0.00	0.00	0.00	0.00	.0%
10123 51451	0.00	EXTRA DUTY REGULAR WAGES	0.00	0.00	0.00	0.00	0.00	.0%
10123 51810	85,647.00	OVERTIME	46,200.00	131,847.00	218,471.50	0.00	-86,624.50	165.7%*
10123 51830	0.00	TRAINING & EDUCATION	0.00	0.00	0.00	0.00	0.00	.0%
10123 51920	153,997.00	F.I.C.A.	0.00	153,997.00	121,478.07	0.00	32,518.93	78.9%
10123 52010	200.00	ADVERTISING	600.00	800.00	750.85	0.00	49.15	93.9%
10123 52020	250.00	POSTAGE	0.00	250.00	221.11	0.00	28.89	88.4%
10123 52030	3,875.00	PROFESSIONAL FEES	-1,000.00	2,875.00	2,538.35	0.00	336.65	88.3%
10123 52040	13,530.00	SERVICE CONT. AND REPAIRS	-3,760.00	9,770.00	6,718.21	311.55	2,740.24	72.0%
10123 52050	45,000.00	DUES, CONFERENCES & EDUCAT	-9,000.00	36,000.00	29,256.81	3,635.00	3,108.19	91.4%
10123 52060	0.00	PRINTING	50.00	50.00	13.15	0.00	36.85	26.3%
10123 52070	1,500.00	REIMBURSABLE EXPENSES	-250.00	1,250.00	413.96	0.00	836.04	33.1%
10123 52080	17,035.00	TELEPHONE	300.00	17,335.00	12,360.30	4,672.66	302.04	98.3%



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP TRANS/ADJUSTS

			REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10123 52090	HEATING FUEL	0.00	0.00	0.00	0.00	0.00	.0%
10123 52100	ELECTRICITY	0.00	0.00	0.00	0.00	0.00	.0%
10123 52110	WATER	0.00	0.00	0.00	0.00	0.00	.0%
10123 52120	SEWER	0.00	0.00	0.00	0.00	0.00	.0%
10123 52290	PUBLIC SAFETY AWARENESS	0.00	0.00	0.00	0.00	0.00	.0%
10123 52310	EXAMINATIONS	2,500.00	2,500.00	2,240.97	0.00	259.03	89.6%
10123 52320	RENTAL OF HYDRANTS	8,000.00	8,000.00	6,630.42	894.58	475.00	94.1%
10123 52370	CLOTHING OR UNIFORM ALLOW	457,200.00	457,200.00	338,104.62	112,702.38	6,393.00	98.6%
10123 52371	FIRE POLICE	18,250.00	23,250.00	11,845.68	8,704.82	2,699.50	88.4%
10123 52372	INSURANCE	1,500.00	1,500.00	1,337.40	0.00	162.60	89.2%
10123 52373	LP GAS	138,564.00	144,024.00	142,680.41	0.00	1,343.59	99.1%
10123 52374	CABLE TELEVISION	3,500.00	3,500.00	2,723.00	0.00	777.00	77.8%
10123 52375	GROUND LADDER TESTING	7,500.00	7,500.00	6,435.98	2,626.57	-1,562.55	120.8%*
10123 52376	HYDRAULIC TESTING	5,825.00	7,225.00	7,177.00	0.00	48.00	99.3%
10123 52377	BREATHING APPARATUS TESTING	2,500.00	7,500.00	4,811.61	1,909.07	779.32	89.6%
10123 52378	BUILDING MAINTENANCE	8,760.00	10,760.00	9,430.06	1,167.69	162.25	98.5%
10123 52379	HOSE TESTING AND REPAIRS	85,000.00	70,700.00	63,644.11	6,001.06	1,054.83	98.5%
10123 52387	PUMP TESTING SERVICES	9,825.00	3,625.00	0.00	0.00	3,625.00	.0%
10123 52392	GENERATOR MAINTENANCE & REPAIR	4,000.00	4,000.00	1,200.00	0.00	2,800.00	30.0%
10123 52396	FF - PROTECTIVE CLOTHING	4,225.00	20,425.00	15,288.78	4,506.07	630.15	96.9%
10123 53010	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	.0%
10123 53020	OTHER SUPPLIES	1,500.00	1,500.00	410.98	162.13	926.89	38.2%
		18,000.00	16,400.00	9,893.88	2,715.61	3,790.51	76.9%

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FOR 2022 13

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ORIGINAL APPROP

TRANS/ADJUSTS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

10123 53021	CONSUMABLE SUPPLIES	7,000.00	4,533.05	294.19	2,172.75	69.0%
10123 53070	AUTO REPAIRS	-500.00				
10123 53070	30,000.00	120,000.00	96,041.64	28,158.17	-4,199.81	103.5%*
10123 53090	FUELS AND LUBRICANTS	18,740.00	19,772.27	245.84	-1,278.11	106.8%*
10123 53110	COMPUTER SUPPLIES	2,500.00	318.00	515.00	1,667.00	33.3%
10123 53111	FF PROTECTIVE CLOTHING	48,750.00	34,442.05	4,160.70	10,147.25	79.2%
10123 53112	FIREFIGHTING SUPPLIES	10,000.00	4,098.17	5,552.38	349.45	96.5%
10123 53113	VOLUNTEER RESPONDER AWARDS	5,000.00	1,065.62	0.00	3,934.38	21.3%
10123 53114	MEDICAL SUPPLIES	10,000.00	3,916.57	599.52	5,483.91	45.2%
10123 54060	OFFICE EQUIPMENT	2,900.00	500.29	200.00	2,199.71	24.1%
10123 54202	EQUIPMENT - FIRE INVESTIGATIONS	500.00	1,171.96	0.00	-671.96	234.4%*
10123 54207	SCBA REPLACEMENT BOTTLES	0.00	0.00	0.00	0.00	.0%
10123 54215	THERMAL CAMERAS -OSWEGATCHIE	0.00	0.00	0.00	0.00	.0%
10123 54216	MULTI-GAS METER	0.00	0.00	0.00	0.00	.0%
10123 54217	RESCUE SAWS	0.00	0.00	0.00	0.00	.0%
10123 54218	FIREFIGHTER EQUIPMENT	35,000.00	466.83	19,636.00	14,897.17	57.4%
10123 54219	EQUIPMENT STORAGE LOCKER	0.00	0.00	0.00	0.00	.0%
10123 54220	RADIO/EMERGENCY LIGHTS	10,000.00	8,232.78	1,377.67	389.55	96.1%
10123 54221	SERVICE TRUCK EQUIPMENT	0.00	0.00	0.00	0.00	.0%
10123 54222	RESCUE TRUCK EQUIPMENT	7,500.00	0.00	0.00	7,500.00	.0%
10123 54226	EQUIPMENT	22,000.00	0.00	0.00	2,000.00	.0%
10123 54241	TELEPHONE SYSTEM -GOSHEN FIRE	0.00	0.00	0.00	0.00	.0%
TOTAL FIRE SERVICES		-5,000.00	2,676,892.04	210,748.66	433,393.30	87.0%
3,326,034.00		3,321,034.00				



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GENERAL FUND	-5,000.00	3,321,034.00	2,676,892.04	210,748.66	433,393.30	87.0%
3,326,034.00						
TOTAL EXPENSES	-5,000.00	3,321,034.00	2,676,892.04	210,748.66	433,393.30	
3,326,034.00						

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT



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FOR 2022 13

ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3,326,034.00	-5,000.00	3,321,034.00	2,676,892.04	210,748.66	433,393.30	87.0%

GRAND TOTAL

** END OF REPORT - Generated by Kimberly Allen **

10

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("Amendment") is made by and between The Town of Waterford, ("Lessor") and T-Mobile Northeast LLC, successor in interest to Omnipoint Communications, Inc. ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated March 25, 1998, as amended by the First Amendment dated March 5, 2003, and the Second Amendment dated January 29, 2019, whereby Lessor leased to Lessee certain portions of the Property located at 861 Vauxhall Street Extension, Waterford, CT 06385 (the "Premises").

WHEREAS, Lessor and Lessee desire to amend the Agreement as follows;

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor and Lessee occurred; and (ii) the Agreement, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

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

1. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Amendment.
2. Exhibit B of the Agreement is hereby amended to include the modifications identified on Exhibit B-1, as attached hereto and is incorporated by reference
3. Commencing upon the first day of the month following the installation of the equipment described on Exhibit B-1, rent under Agreement shall be increased by Two Hundred Dollars (\$200.00) per month.

Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below.

LESSOR

The Town of Waterford

By: _____
Name: Robert Brule
Title: _____
Date: _____

LESSEE DocuSigned by:

T-Mobile Northeast LLC
By: *Hans Fiedler*
Name: 313F93D455F8403...
Title: Hans Fiedler
Date: Director
5/12/2022

AJ Digitally
signed by AJ
Date:
2022.05.02
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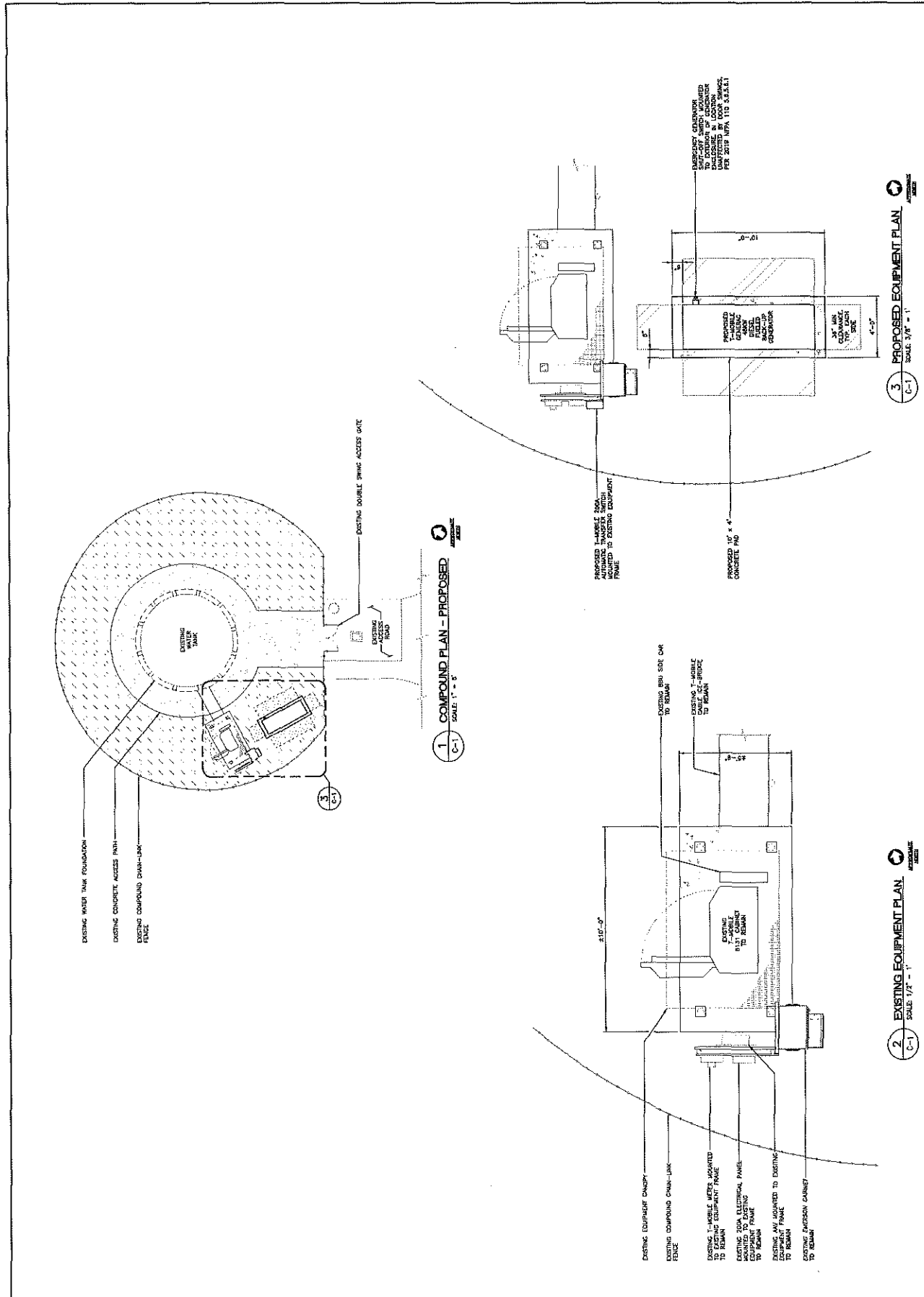
TMO Signatory Level : L06

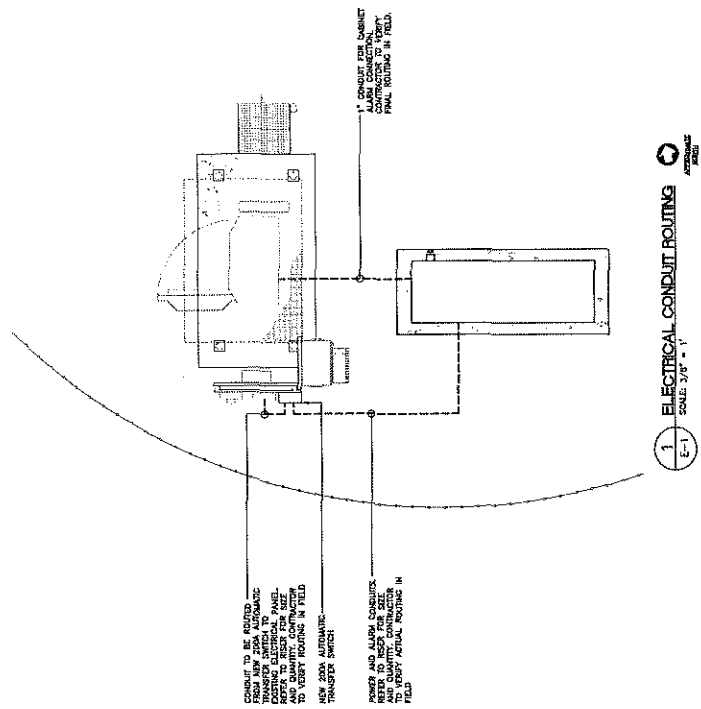
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Site Number: CT11145C
Site Name: Waterford / I-395 X77_1
Market: CT

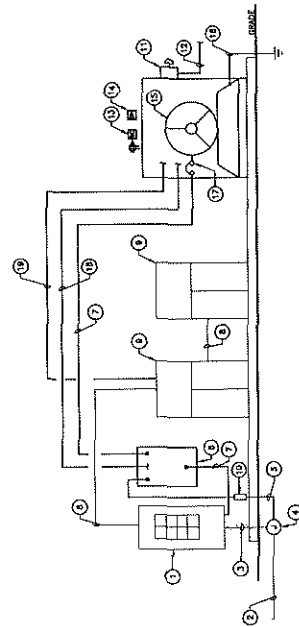
Exhibit B-1

Site Number: CT11145C
Site Name: Waterford / I-395 X77_1
Market: CT





1 ELECTRICAL CONDUIT ROUTING
SCALE: 3/8" = 1'
E-1



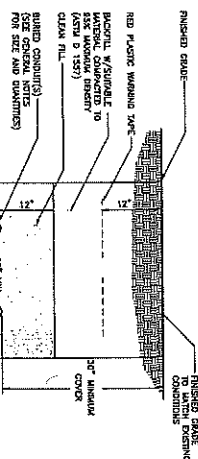
2 ELECTRICAL RISER DIAGRAM
E-1 SCALE: NOT TO SCALE

RISER DIAGRAM NOTES

- ① DESTING 200A ELECTRICAL PANEL TO REMAIN.
- ② DESTING POWER CONDUIT AND CONDUCTORS PREVIOUSLY SERVING DESTING PANEL.
- ③ SECTION OF CONDUIT AND CONDUCTORS TO BE REMOVED.
- ④ JUNCTION BOX SEED PFS INTD.
- ⑤ DESTING DESTING CONDUITS AND CONDUCTORS TO NEW WLS.
- ⑥ NEW 200A 2 SOURCE AUTOMATIC TRANSFER SWITCH.
- ⑦ (C) #3/0 WLS (1) 8" DE AND GROUND, 2-1/2" CONDUIT.
- ⑧ DESTING CONDUITS AND CONDUCTORS TO REMAIN.
- ⑨ DESTING EQUIPMENT CABLE TO REMAIN.
- ⑩ DISCONNECT COUPLING TYPICAL.

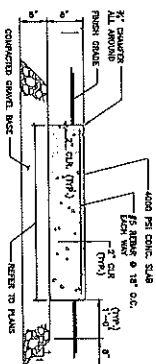
RISER DIAGRAM NOTES

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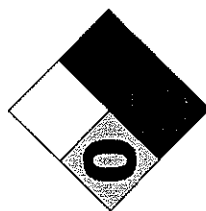


1. THE CLEAN FILL SHALL PASS THROUGH A 3/8" MESH SCREEN AND SHALL NOT CONTAIN SHARP STONES, OTHER BACKFILL, SMALL NOT CONTAIN ASPHLS, CINDERES, SHIELDS, FROZEN MATERIAL, LIME DEBRIS OR STONES LARGER THAN 2" IN MAXIMUM DIMENSION.
2. WHERE EXISTING UTILITIES ARE LIKELY TO BE ENCOUNTERED, CONTRACTOR SHALL HAND DIG AND PROTECT EXISTING UTILITIES.

1 TYPICAL ELECTRICAL/TEL. TRENCH DETAIL
C-2 NOT TO SCALE



4 TYPICAL CONCRETE PAD DETAIL
C-2
SCALE: NOT TO SCALE



RED: FLAMMABILITY
BLUE: HEALTH
YELLOW: REACTIVITY
WHITE: BLANK

SIGN NAME: REGULATORY, NEPA 724 HAZARD 10

NOTES:

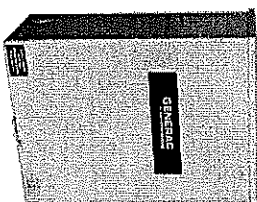
1) STONS EXPOSED TO WEATHER SHOULD BE CHECKED ANNUALLY FOR READABILITY.

2) SIGNS MUST BE UPDATED IF CHEMICAL STORAGE OR HAZARD INFORMATION FOR THE LOCATION CHANGES.

3) THE CC MUST REVIEW WITH LOCAL JURISDICTION WHEN FILING FOR PERMITS, AS EACH JURISDICTION MAY HAVE DIFFERENT REQUIREMENTS AND COMPLY.....

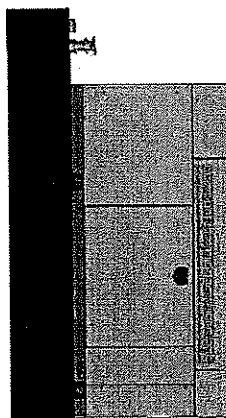
WITH POSTING REQUIREMENTS OR DIRECTIVES FROM THE LOCAL JURISDICTION.

2 NPA 704 DIAMOND SIGNAGE DETAIL
C-2 SCALE: NOT TO SCALE



AUTOMATIC TRANSFER SWITCH					
EQUIPMENT	PHASE	VOLTAGE	ENCLOSURE	ADP	DIMENSIONS
JACOBI ENGINE MODEL K55555555	1-PHASE	120/240	NEMA-3R	2000	17.5" L x 12.5" W

5 AUTOMATIC TRANSFER SWITCH DETAIL
C-2 SCALE NOT TO SCALE



SAFETY PAPER INFORMATION						
EQUIPMENT	POWER GENERATOR	FUEL	WORK NUMBER	FUEL TANK SERIAL NO.	DIMENSIONS	WEIGHT
DAVIS ENGINE MODEL 1948	40 HP. AC.	95GAL.	7460-3	228	100" L. x 36.0" W. x 11.7" H.	2515 LBS.

NOTES: 1. FUEL, LOGS/COMPONENT DOCUMENTS SHALL BE ASSIGNED AND IN CONFORMANCE WITH 7-A-6.1.5
2. CONSTRUCTION TO COORDINATE PUMP, GENERATOR WORK, SELECTION AND ALL OTHERS. EXEMPTS WITH 7-A-6.1.5
3. CONSTRUCTION WORKERS MUST BE ADVISED.

2. CONTRACTOR TO COORDINATE FINAL EQUIPMENT MODEL SELECTION AND ALL OPTIONAL FEATURES WITH T-MOBILE'S CONSTRUCTION MANAGER PRIOR TO ORDERING.

2. CONFIRMATION OF SOUTHERN RAIL'S PROPOSED CONSTRUCTION MANAGER PRIOR TO ORDERING.

2. CONFIRMATION OF SOUTHERN RAIL'S PROPOSAL FOR A CONSTRUCTION MANAGER PRIOR TO ORDERING.

3
C-2

PROPOSED GENERATOR DETAIL

SCALE: NOT TO SCALE

ELECTRICAL SPECIFICATIONS

SECTION 16010

- [illegible]

EXECUTION 18TH

3. MINIMUM CONDUIT SIZE FOR BRANCH CIRCUITS: LOW VOLTAGE CONTROL AND ALARM CIRCUITS SHALL BE 3/4" CONDUITS SHALL BE PROPORTIONALLY AS REQUIRED BY THE N.E.C.
4. CONDUITS SHALL BE INSTALLED FOR THE USE OF WET LOCATIONS UNLESS OTHERWISE SPECIFIED. WET LOCATIONS ARE LOCATIONS WHERE WET LOCATIONS PREVENT WET LOCATIONS FROM BEING LOCATED.
5. CONDUITS SHALL BE INSTALLED FOR THE USE OF WET LOCATIONS UNLESS OTHERWISE SPECIFIED. WET LOCATIONS ARE LOCATIONS WHERE WET LOCATIONS PREVENT WET LOCATIONS FROM BEING LOCATED.
6. CONDUIT INSTALLED UNDERGROUND SHALL BE INSTALLED TO MEET MINIMUM COVER REQUIREMENTS OF TABLE 300.5.
7. PROVIDE RUST RESISTANT STEEL CONDUIT (RSC) FOR THE FIRST TO FIFTH CONDUIT WITH LEAVING A RAILROAD OR SECTION PASSING THROUGH FLOOR SLABS.
8. ONLY LEADS TO PANELS AND FITTINGS ARE PERMITTED FOR THE INSTALLATION OF ELECTRICAL CONDUITS. SUITABLE FOR

CONDUIT SCHEDULE SECTION 16111

[illegible]

SECTION 16123

- [illegible]

SECTION 16140

- [illegible]

SECTION 1617D

51. DISCONNECT SWITCHES:
- A. FLUISH AND NON-FLUISHABLE ROOM, HEAVY DUTY DISCONNECT SWITCHES SHALL BE AS MANUFACTURED BY SQUARE D. PROTECT FUSES AS CALLED FOR ON THE CONTRACT DRAWINGS. AMPERE RATING SHALL BE CONSISTENT WITH LOAD BEING SERVED. DISCONNECT SWITCH COVER SHALL BE MECHANICALLY INTERLOCKED TO PREVENT COVER FROM OPENING WHEN THE SWITCH IS IN THE "ON" POSITION.

SECTION 16190

- SECTION 1605**
16.01.01. LUMING AND IDENTIFICATION MARKING FOR ELECTRICAL EQUIPMENT
A. CONTRACTOR SHALL FINISH AND INSTALL NON-METALLIC IDENTIFIED MARKINGS ON ALL PANELS AND MAIN RIGS OF ELECTRICAL EQUIPMENT.
B. LETTERS TO BE WHITE ON BLACK BACKGROUND WITH LETTERS 1-1/2 INCH HIGH WITH 1/4 INCH SPACING.
C. IDENTIFICATION MARKINGS SHALL BE IN ACCORDANCE WITH OWNER'S STANDARDS.

SECTION 16195

101. LABELING AND IDENTIFICATION NOMENCLATURE FOR ELECTRICAL EQUIPMENT
- A. CONTRACTOR SHALL FINISH AND INSTALL NON-METALLIC ENGRAVED BACK-LET HANDPLATES ON ALL PANELS AND MAJOR ITEMS OF ELECTRICAL EQUIPMENT.
- B. LETTERS TO BE WHITE ON BLACK BACKGROUND WITH LETTERS 1-1/2" HIGH WITH 1/4" HORN MARGIN.
- C. IDENTIFICATION NOMENCLATURE SHALL BE IN ACCORDANCE WITH OWNER'S STANDARDS.

SECTION 16450

- A1. GROUNDING
 - a. ALL NON-CURRENT CARRYING PARTS OF THE ELECTRICAL AND TELEPHONE CIRCUIT SYSTEMS SHALL BE GROUNDED TO THE SAME ELECTRICAL SYSTEM OR TO AN INDEPENDENT GROUND PATH TO THE EQUIPMENT GROUNDING BUS.
 - b. EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE LATEST APPLICABLE EDITION OF THE NATIONAL ELECTRICAL CODE AND REQUIREMENTS FOR LOCAL INSPECTOR HAVING JURISDICTION.
 - c. GROUNDING OF PANELBOARDS:
 1. PANELBOARDS SHALL BE GROUNDED BY TERMINATING THE PANELBOARD FEEDER'S EQUIPMENT GROUNDING CONDUCTOR TO THE EQUIPMENT GROUNDING BUS OR TO AN INDEPENDENT GROUND PATH TO THE EQUIPMENT GROUNDING BUS.
 2. THE GROUNDING CONDUCTOR SHALL BE SEPARATE FROM THE GROUNDING CONDUCTOR WHICH IS TYPICALLY TERMINATED BETWEEN THE GUT AND CURRENT BEING MADE METAL TO MAKE A GUT, FRAME AND GUT OVER TO THROUGH CONNECTION.
 - d. CONDUITS TERMINATING INTO THE PANELBOARDS SHALL HAVE GROUNDING TYPE BUSBARS, THE BUSBARS SHALL BE GROUNDED TO THE EQUIPMENT GROUNDING CONDUCTOR WHICH IS TYPICALLY TERMINATED INTO THE PANELBOARD'S EQUIPMENT GROUNDING BUS (NITE).
 - e. EQUIPMENT GROUNDING CONDUCTOR:
 1. EACH EQUIPMENT GROUND CONDUCTOR SHALL BE SIZED IN ACCORDANCE WITH THE N.E.C. ARTICLE 250-122.
 2. THE MINIMUM SIZE OF EQUIPMENT GROUND CONDUCTOR SHALL BE #12 AWG COPPER.
 3. EACH MAIN OR BRANCH CIRCUIT SHALL HAVE EQUIPMENT GROUND CONDUCTORS INSTALLED IN THE SAME MANHOLE.
 - f. CELLULAR GROUNDING SYSTEM:
 1. CONNECTION SHALL PROVIDE A CELLULAR GROUNDING SYSTEM WITH THE MAXIMUM AS RESISTANCE TO GROUND AS 10 OHM BETWEEN ANY POINT ON THE GROUNDING SYSTEM AS MEASURED BY A 3-POINT GROUNDING TEST. (REFER TO SECTION 1100).
 2. PROVIDE THE CELLULAR GROUNDING SYSTEM AS SPECIFIED ON DRAWINGS INCLUDING, BUT NOT LIMITED TO:
 - a. GROUND BARS
 - b. OUTDOOR GROUNDING (WHERE REQUIRED DUE TO MAXIMUM AS RESISTANCE GREATER THAN SPECIFIED).
 - c. MINIMUM GROUNDING CONDUCTORS AND PLATES
 - d. CONNECTIONS
 - e. CONTRACTOR SHALL COMPLETE THE COMPLETE GROUNDING SYSTEM PRIOR TO CONCRETE/PAVING/BACKFILL. SHALL NOTIFY OWNER'S PROJECT ENGINEER AND SHALL PROVIDE EVIDENCE OF COMPLETION TO THE OWNER 100% TEST AND MAKE ALL CORRECTIONS TO THE GROUNDING SYSTEM.
 - f. ALL EQUIPMENT SHALL BE BARRIED TO GROUND AS REQUIRED BY N.E.C. NITE. PROFESSIONALS AND OWNER'S PARTICIPATIONS.

SECTION 16470

- .01. DISTRIBUTION EQUIPMENT**

SECTION 16477

20. FUSES
- A. FUSES SHALL BE NONREPLACEABLE TYPE AS MANUFACTURED BY "BRUSSARD" OR APPROVED EQUAL. FUSES RATED TO 1/10 AMPERE UP TO 250 AMPERES SHALL BE EQUIVALENT TO BRUSSARD TYPE LPA-100 (250A) UNLESS NOTED OTHERWISE. LOW PEAK FUSE, TIME-DELAY FUSES, FUSES SHALL HAVE SEPARATE SHORT CIRCUIT AND OVERLOAD ELEMENTS AND HAVE AN INTERRUPTING RATING OF 200 KVA. UPON COMPLETION OF WORK, PROVIDE ONE SPARE SET OF FUSES FOR EACH TYPE INSTALLED.

09691, NOTED-35

- 1.01. TESTING BY INDEPENDENT ELECTRICAL TESTING UNIT
- A. CONTRACTORS SHALL RETAIN THE SERVICES OF A LOCAL INDEPENDENT ELECTRICAL TESTING UNIT (WITH MINIMUM 5 YEARS COMMERCIAL EXPERIENCE IN THE ELECTRICAL TESTING INDUSTRY) AS SPECIFIED BY OWNER TO PERFORM THE FOLLOWING:
- TEST 1: THERMAL OVERLOAD AND WORKING TRIP TEST, AND CABLE INSULATION TEST FOR ALL CIRCUIT BREAKERS RATED 10 AMPERS AND ABOVE.
- TEST 2: RESISTANCE TO GROUND TEST ON THE CELLULAR CROCODIAN SYSTEM.
- THE TESTING UNIT SHALL INCLUDE THE FOLLOWING INFORMATION WITH THE REPORT:

1. TESTING PROC

- [illegible]

SECTION 169651

- [illegible]

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement ("Amendment") dated 3/5, 2003, by and between, The Town of Waterford, having a principle address at 15 Rope Ferry Road, Waterford, CT 06385 ("Lessor"), and Omnipoint Communications, Inc., a Delaware Corporation, with a principal place of business at 50 Vision Boulevard, East Providence, Rhode Island 02914 ("Lessee"), is attached to and made a part of the Lease Agreement ("Lease") dated March 25, 1998.

WITNESSETH

WHEREAS, Lessor and Lessee are parties to that certain Lease dated as March 25, 1998 or a portion of the property located off Vauxhall Road, known as the Great Hill Water Tank, located in the Town of Waterford, County of New London, State of Connecticut, and

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lessee may add two (2) base transceiver stations ("BTS") for a total of three (3) BTS as described on the attached Plan and any necessary, desired or appurtenant equipment thereto to its installation ("Additional Equipment"). Notwithstanding anything to the contrary set forth in the Agreement, Lessor consents to the addition of such Additional Equipment.
2. Lessee may replace the six (6) antennas ("Existing Antennas") and add three (3) new antennas ("Additional Antennas") and any necessary, desired or appurtenant equipment thereto to its installation for a total of nine (9) antennas as described on the attached Plan. Notwithstanding anything to the contrary set forth in the Agreement, Lessor consents to the addition of the Additional Antennas.
3. Commencing on the first day of the month following the start of installation of the Additional Equipment and Additional Antennas, Lessee will pay to Lessor an additional Two Hundred Dollars (\$200.00) per month in rent for the Additional Equipment and Additional Antennas. Future rent increases shall be computed on the basis of the new monthly rent established hereby, and will be effective in accordance with the terms of the Lease and the Adjusted Rent Schedule contained herein.

The Adjusted Rent Schedule is as follows:

1st Term (Years 1 through 6) = \$15,000 annual rent (paid monthly @ \$1250.00)

**Effective the first day of the month following the installation of the Additional Equipment and the Additional Antennas referenced in this Amendment, rent will increase as follows: \$17,400 annual (paid monthly @ \$1450.00)*

2nd Term (Years 7 through 12) = \$22,620 annual (paid monthly @ \$1885.00)

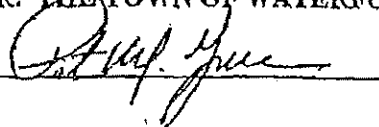
3rd Term (Years 13 through 18) - \$29,406 annual (paid monthly @ \$2450.50)

4th Term (Years 19 through 24) - \$38,227.80 annual (paid monthly @ \$3185.65)

4. Per FCC mandate, enhanced emergency E911 Position Location Equipment is required to meet nationwide standards for wireless communications systems. Lessee reserves the right to install and design the location and configuration of the E911 equipment as required.
5. Lessee agrees to secure all necessary Permits and Approvals and provide a copy of same to the Lessor prior to the installation of the Additional Equipment and Additional Antennas.
6. Except as hereby amended, the Lease is hereby ratified and confirmed. All other terms remain in effect.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Amendment as of the date first set forth above.

LESSOR: THE TOWN OF WATERFORD

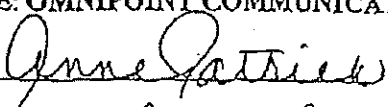
BY: 

Name:
DULY AUTHORIZED SIGNATURE

TITLE: Chairman, WOC

DATE: 2/26/03

LESSEE: OMNIPOINT COMMUNICATIONS, INC

BY: 

TYPED NAME: ANNE PATRICK

TITLE: EXECUTIVE DIRECTOR

DATE: 3/5/03

A	B	C	D	E	I	J	K	L
T-Mobile Lease Agreement - Expected Revenues								
1								
2								
3								
4								
5								
6	Year	Current Agreement				T-Mobile Prop. #2 Jan. 2, 2003		
7	1998-99		\$15,000.00			\$15,000.00		\$0.00
8	1999-00		\$15,000.00			\$15,000.00		\$0.00
9	2000-01		\$15,000.00			\$15,000.00		\$0.00
10	2001-02		\$15,000.00			\$15,000.00		\$0.00
11	2002-03		\$15,000.00			\$15,000.00		\$0.00
12	2003-04		\$15,000.00			\$15,000.00		\$0.00
13	2004-05		\$19,500.00			\$22,620.00		\$3,120.00
14	2005-06		\$19,500.00			\$22,620.00		\$3,120.00
15	2006-07		\$19,500.00			\$22,620.00		\$3,120.00
16	2007-08		\$19,500.00			\$22,620.00		\$3,120.00
17	2008-09		\$19,500.00			\$22,620.00		\$3,120.00
18	2009-10		\$19,500.00			\$22,620.00		\$3,120.00
19	2010-11		\$25,350.00			\$29,406.00		\$4,056.00
20	2011-12		\$25,350.00			\$29,406.00		\$4,056.00
21	2012-13		\$25,350.00			\$29,406.00		\$4,056.00
22	2013-14		\$25,350.00			\$29,406.00		\$4,056.00
23	2014-15		\$25,350.00			\$29,406.00		\$4,056.00
24	2015-16		\$25,350.00			\$29,406.00		\$4,056.00
25	2016-17		\$32,955.00			\$38,227.00		\$5,272.00
26	2017-18		\$32,955.00			\$38,227.00		\$5,272.00
27	2018-19		\$32,955.00			\$38,227.00		\$5,272.00
28	2019-20		\$32,955.00			\$38,227.00		\$5,272.00
29	2020-21		\$32,955.00			\$38,227.00		\$5,272.00
30	2021-22		\$32,955.00			\$38,227.00		\$5,272.00
31	TOTAL		\$556,830.00			\$633,918.00		\$77,088.00
32								
33								
34								
35								
36								
37								

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between The Town of Waterford, ("**Lessor**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated March 25, 1998, as amended by that certain First Amendment to Lease Agreement dated March 5, 2003 (collectively, the "**Lease**") regarding Lessor's leased area ("**Premises**") located at 861 Vauxhall Street Extension, Waterford, Connecticut 06385 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Three Thousand One Hundred Eighty-Five and 65/100 Dollars (\$3,185.65) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to five percent (5%) over the Rent for the immediately preceding Renewal Term.
4. Commencing the first day of the first Renewal Term, Lessee's obligation to pay Rent is guaranteed for the period of five (5) years ("**Rent Guarantee Period**"). Lessee's obligation to pay Rent during the Rent Guarantee Period shall not be subject to offset or cancellation by Lessee unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Lessee's ability to operate; b) the Premises or Lessee's antenna facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Lessee is unable to maintain its' tenancy; d) Lessor requires Lessee to relocate its antenna facilities which adversely affect Lessee's ability to operate the antenna facilities or e) Lessor breaches the Lease and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.
5. Lessee shall have the right to transmit and receive on any and all frequencies for which Lessee has been granted a license by the FCC.
6. Any charges payable under the Lease other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same

shall be deemed time-barred and be forever waived and released by Lessor.

7. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/CT11145C

If to Lessor:
The Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

8. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
9. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
10. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
11. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Lessor:

The Town of Waterford

By:

Print Name: DANIEL M STEWARD

Title: FIRST SELECTMAN

Date: 1-24-19

Lessee:

T-Mobile Northeast LLC, a Delaware limited liability company

By:

DocuSigned by:
Cheryl Downs

2707B3B7C48E4B7...

Print Name: Cheryl Downs

Title: Director, Tech Property Management

Date: 1/29/2019

Kelly Dunham 1/15/19
T-Mobile Contract Attorney
as to form

Document Break Sheet

Document Identification:

Document Name: CT11145C_01_LSE_19980325_0

Document Date: 19980325

Image Name:

Location Identifier: CT11145C

Truncated Doc Name: LSE

Document Sequence: 01

ABSTRACT

CT-11-145-C

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the 25TH day of March, 1998, between THE TOWN OF WATERFORD with a principal address of 15 Rope Ferry Road, Waterford, CT 06385, (hereinafter called "Lessor" or "Town"), and OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation having a principal place of business at 360 Newark Pompton Turnpike, Wayne, NJ, 07470-6641, (hereinafter called "Lessee").

RECITALS

Lessor is the owner in fee simple of a parcel of land located in the Town of Waterford, County of New London, State of Connecticut, located off Vauxhall Road, legally described on the attached Exhibit "A" (the "Owned Premises"), on which a water tower (the "Tower") is located, which is also owned by the Lessor. Lessee desires to lease space on the Tower as described herein for the installation and operation of certain antennae facilities as further described herein which include connecting cables and appurtenances (collectively the "Antennae Facilities") and also for the installation and operation of certain equipment required by Lessee for the use and operation of the Antennae Facilities (the "Supporting Equipment") for use in connection with its communications business. The Antennae Facilities and the Supporting Equipment are sometimes referred to herein collectively as the "Equipment".

Accordingly, the parties are entering into this Lease on the terms and conditions set forth herein.

AGREEMENT

1. Leased Property. Location of Lessee's Property. Now, therefore, in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, a portion of the Owned Premises, consisting of space on and/or in the Tower for the location of Lessee's Antennae Facilities and its Supporting Equipment as described and limited on the Plan and Specifications attached hereto as Exhibit "B" (the "Leased Premises"). Lessee shall locate its Antennae Facilities and Supporting Equipment in the places and in the manner shown on the Plan and Specifications, and shall draw up the Plans and Specifications in such a way as to maximize the possible communication uses of the Tower that are consistent with Lessee's and Lessor's needs and the abilities of others to locate communications equipment on the Tower. Lessee may not add additional Equipment and/or antennae from that shown on Exhibit B without the prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. Lessor may permit others to use all portions of the Tower and Owned Premises, other than the Leased Premises.

Together with the lease of the Leased Premises, Lessor hereby grants to Lessee a non-exclusive right of ingress and egress, seven (7) days a week, twenty-four (24) hours a day, by foot or motor vehicle, including, without limitation, trucks, over the Owned Premises, as reasonably necessary for Lessee to conduct telecommunications operations on the Leased Premises.

2. Term. a) This Lease Agreement shall be for a term of six (6) years commencing on the Commencement Date, as defined herein. The Commencement Date shall be the earlier of that date which is thirty (30) days after the Lessee obtains a building permit for the

installation of the Antennae Facilities and Supporting Equipment at the Leased Premises, or that date upon which the Lessee begins physical preparation of the Leased Premises as allowed by the Lessor, but in any event the Commencement Date shall occur no later than one hundred eighty (180) days after the date this Agreement is signed by both Lessor and Lessee.

b) Provided that the Lease is in full force and effect, and neither party has given notice of termination of this lease in accordance with the terms of this lease, Lessee shall have the option to extend the term of this Lease Agreement a maximum of three (3) additional times, for terms of six (6) years each, by giving Lessor written notice of its intention to do so at least ninety (90) days prior to the expiration of the then current term.

c) If at the end of the third (3rd) extension term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least ninety (90) days prior to the end of that term, this Lease shall continue on a month to month basis thereafter until ten (10) days after the non terminating party's receipt of notice of termination. Monthly rentals for this period shall be in an amount equal to one-twelfth of the annual rental applicable hereto for the last year of the last six year extension hereof, plus an additional ten (10%) percent thereof.

3. Rent. a) Rental payments will be due at an annual rental of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to the Lessor or to such other person, firm or place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

b) The annual rental for the first (1st) six (6) year extension term, if any, shall be increased to nineteen thousand five hundred dollars (\$19,500.00) per year; the annual rental for the second (2nd) six (6) year extension term, if any, shall be increased to twenty five thousand three hundred fifty dollars (\$25,350) per year; the annual rental for the third (3rd) six (6) year extension term, if any, shall be increased to thirty two thousand nine hundred fifty five dollars (\$32,955) per year.

c) Lessee shall pay Lessor a late payment charge equal to five (5) percent of the rental payment amount for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the rate of six (6%) percent per annum.

4. Use of Premises. a) Lessee's Equipment shall be purchased, installed and maintained, at the expense of Lessee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities, and Lessee shall defend, indemnify and save Lessor harmless from any claims or suits arising by reason of Lessee's failure to so keep and maintain its Equipment or to comply with such laws, rules or regulations. Lessor assumes no responsibility for the licensing, operation or maintenance of the Lessee's Equipment.

b) Lessee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its Equipment at the Leased Premises. Upon request from the Lessor, Lessee shall provide to Lessor reasonable information concerning the status of Lessee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Lessee shall have no authority to make any representations on behalf of the

Lessor or to indicate that the Lessee is acting on behalf of the Lessor, without the express written approval of the Lessor. Lessee shall defend, indemnify and hold harmless the Lessor from and against any and all claims, suits or damages arising out of any action taken by the Lessee in violation or contradiction of the preceding sentence.

c) Lessee's installation of all such Equipment shall be strictly according to Exhibit B. Any damage done to the Tower and/or the Owned Premises and/or the Lease Premises during installation and/or during operations shall be repaired or replaced immediately at Lessee's expense and to Lessor's sole satisfaction. In connection with the installation and operation of the Equipment, Lessee shall not make any penetrations of the roof of the Tower (or welds upon the Tower) without Lessor's prior written consent which may be withheld in the reasonable discretion of Lessor if Lessor believes, in good faith, that any such penetrations (or welds) will compromise or adversely affect the use of the Tower for its primary purpose. All roof penetrations (or welds upon the Tower) that may be permitted by Lessor shall be undertaken only under the supervision of Lessor's consultants and upon procedures acceptable to the Lessor. Lessee shall pay all costs and expenses in relation to maintaining the integrity of the Lessor's roof of the Tower in connection with Lessee's installation and operations of the Antennae Facilities and the Supporting Equipment. Lessee agrees to deliver to the Town in writing the intended manner and procedures for the installation of the equipment, including any penetrations of or welds upon the Tower at least seven (7) days prior to such installations, penetrations or welds. The Town shall be deemed to have consented to such intended manner and procedures if the Town fails to object to such proposed manner and procedures within seven (7) days of receipt by the Town. Any welds

planned for portions of the Tower that contain water or are designed to do so, must be of the "cold weld" type.

d) Within thirty (30) days after the Commencement Date, Lessee shall provide Lessor with as-built drawings of the Equipment and the improvements installed on the Leased Premises, and upon the Owned Premises, which show the actual location of all Equipment and improvements consistent with Exhibit B. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment, installed on the Premises.

e) Lessee may update or replace the Equipment from time to time with the prior written approval of Lessor, which shall not be unreasonably withheld, provided that the replacement Equipment is not greater in number or size than the existing facilities and that any change in their location on the Tower is approved in writing by Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement Equipment and any supplemental materials as may be requested, for Lessor's evaluation and approval prior to installation, and shall either certify to the Lessor in writing that such new Equipment shall not cause any interference with existing users of the Tower, or at Lessor's request shall submit a written Intermodulation Study showing no interference will result from the new Equipment.

f) In the event the Lessor or any other party undertakes painting, construction or other alterations on the Tower and/or Owned Premises, Lessee shall take reasonable measures at Lessee's cost to cover Lessee's Equipment, and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.

5. **Utilities.** Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall timely pay all costs associated therewith.

6. **Indemnity and Insurance.**

a. **Disclaimer of Liability:** Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling at the Tower, Owned Premises or the Leased Premises or of Lessee's Equipment, except to the extent arising out of the Lessor's negligence or intentional misconduct. Lessee acknowledges that the Lessor does not maintain the Tower, but that the City of New London does so, directly through its employees or those contracting with it to perform such services.

b. **Indemnification:** Lessee shall except as limited above in Section 6.a. hereof, at its sole cost and expense, indemnify and hold harmless Lessor and the City of New London and all associated, affiliated, allied and subsidiary entities of Lessor and the City of New London, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander,

invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Tower, Leased Premises or the Owned Premises, or Lessee's Equipment or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Tower, Leased Premises or the Owned Premises or Lessee's Equipment, and, upon the written request of Lessor, Lessee shall cause such claim or lien covering Lessor's property to be discharged or bonded within thirty (30) days following such request.

iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Connecticut or United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise.

c. Assumption of Risk: Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purposes of this section), all risk of dangerous conditions, if any, on or about the Tower, Owned Premises and Leased Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's negligence or willful misconduct) arising out of the Lessee's installation, operation, maintenance, condition or use of the Tower, Owned Premises or Leased Premises or Lessee's Equipment or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and acceptable to Lessor in its reasonable discretion; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Lessor and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

e. Notice, Cooperation and Expenses: Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph (but shall have no duty to provide notice of any claims suits, proceeding or action brought against the City of New London). Nothing herein shall be deemed to

prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all reasonable expenses incurred by Lessor in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

If, however, Lessee requests Lessor to assist it in such defense then Lessee shall pay all expenses incurred by Lessor in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings.

7. Compliance with Laws. Lessee shall, at Lessee's sole cost and expense, comply with all of the applicable requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Lessor from any claims or suits arising by reason of Lessee's failure to comply with such requirements.

8. Ownership of Equipment. It is understood and agreed by and between the parties hereto that Lessee's Equipment shall, unless otherwise agreed in writing, remain the personal property of Lessee and Lessee shall have the privilege and right to remove the same at any time

during the term of this Lease, provided that in the reasonable opinion of Lessor, the Tower, Owned Premises and Leased Premises and the Chieka Easement and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Lessee's Equipment, reasonable wear and tear excepted. Lessee shall not remove any of its Equipment from the Tower, Owned Premises or Leased Premises except after giving Lessor at least 72 hours prior written notice (said notice to be given by mail and by facsimile) of its intent to do so, to allow Lessor to cause the removal procedure to be monitored by Lessor or its agents.

9. Responsibility for Damage. Lessee agrees not to damage the Owned Premises or Leased Premises or any personal property or fixtures thereon in anyway. Lessee shall be responsible and liable for any such damages.

10. Interference. a) Lessee's use and operation of its Equipment shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed Lessee's Equipment, except for intermittent testing purposes, which must not materially interfere with the use of the Tower by Lessor or other lessees. If Lessee's Equipment cause interference, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating its Equipment until the interference has been eliminated. If the interference cannot be eliminated with 30 days, Lessor may terminate this Lease, but such termination shall be a breach of this Lease, and render Lessee liable for damages under Section 11 hereof. Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Owned Premises in connection with its operations as may be necessary, including leasing parts of the Tower to others.

b) Before approving the placement of Lessee's Equipment, Lessor shall be provided at Lessee's expense, an interference study reasonably acceptable to Lessor (sometimes called an Intermodulation Study), together with a certification upon such Intermodulation Study that Lessee's intended use will not interfere with any existing communications facilities on the Tower and, if requested by Lessor, an engineering study certifying that the Tower is able to structurally support the Lessee's Equipment without prejudice to the use of the roof by all pre-existing users of the roof. Lessor will not allow future potential lessees to install telecommunications equipment on the Tower without a satisfactory Intermodulation Study, except that as described in Section 4e hereof, Lessor may under certain circumstances allow updating or replacement of equipment without an Intermodulation Study as described in Section 4e.

c) Lessor does not guarantee to Lessee subsequent noninterference with Lessee's communications operations and shall have no liability to Lessee for any such future interference, provided, however, that in the event any subsequent potential lessee requests a lease and/or permission to place any type of additional antennae or transmission facility on the roof, the procedures of this paragraph (and of paragraph 4e hereof) shall be followed by Lessor to determine whether such antennae or transmission facility will interfere with Lessee's transmission operations. Lessee will promptly deliver to Lessor any information requested by Lessor to enable a potential lessee to conduct an Intermodulation Study.

11. Default and Lessor's Remedies. If either party under this Agreement for a period of: (a) ten (10) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be

cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

b) In the event of a default by Lessee, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Leased Premises and eject all persons and Equipment therefrom (except that Lessor shall not remove any of Lessee's Equipment from the Owned Premises until a period of thirty (30) days after default and notice thereof given to Lessee and the expiration of any applicable cure period provided for herein), and either (a) declare this Lease at an end, in which event Lessee shall immediately remove all of its Equipment and pay Lessor a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; and (ii) the amount of the unpaid rent reserved for the balance of the term discounted to present value at the per annum discount rate then in effect as determined by the Federal Reserve District Bank governing the area in which the Tower is located; and (iii) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease, including reasonable attorney's fees, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Lessee upon such terms and conditions as Lessor may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable

attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency monthly, notwithstanding that Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefor as such monthly deficiency shall arise.

c) No re-entry and taking of possession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease, regardless of the extent of renovations and alterations by Lessor, unless a written notice of such intention is given to Lessee by Lessor. Notwithstanding any reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

d) If suit or a mutually agreed upon arbitration proceeding shall be brought by either party to enforce the terms of this Lease, the non-prevailing party shall pay to the prevailing party all expenses incurred therefor, including reasonable attorney fees.

12. Optional Termination. a) This Lease may be terminated (i) by Lessee if it is unable (after making diligent and good faith efforts) to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Equipment or Lessee's business; (ii) by Lessor if it determines, in its reasonable discretion that the Tower or any part thereof is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction of all or part of the roof from any source, or factors relating to the condition of the Tower; (iii) by Lessor if it determines in its reasonable discretion that continued use of the Tower by Lessee is in fact a threat to health, safety or welfare or violates

applicable laws or ordinances; or (iv) by Lessor at its sole discretion if Lessee loses its license to provide PCS/cellular service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license; or (v) if subsequent changes in system design adversely affect Lessee's ability to operate.

b) Upon termination of this Lease for any reason, Lessee shall remove its Equipment, personal property, Antennae Facilities, and leasehold improvements from the Tower, Owned Premises and Leased Premises within thirty (30) days of the date of termination, and shall repair any damage to the Tower, Owned Premises or Leased Premises caused by such equipment, normal wear and tear excepted; all at Lessee's sole cost and expense. Any such Equipment which are not removed by such date shall become the property of Lessor. In any event, the Lessor shall not remove Lessee's Equipment from the Owned Premises or the Leased Premises until a period of thirty (30) days after default and notice thereof given to Lessee and the expiration of any applicable cure period provided for herein.

13. Liquidated Damages Upon Optional Termination Under 12 (a)(v). Notice of Lessee's or Lessor's Optional Termination shall be given in writing by certified mail to the addresses set forth below, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease prior to said termination date shall be retained by Lessor. Upon such termination and Lessee's prompt removal of its Equipment in accordance with the requirements of this Lease as set forth in Section 16, this Lease shall become null and void and the parties shall have no further obligations to each other, except that in the event of Optional Termination by Lessee under the provisions of Paragraph 12 (a)(v) the rental payments to the Lessor shall continue as liquidated damages for the remainder of the Lease term, not to exceed in

amount one year's rent. In the event of Optional Termination by Lessor, Lessee's duty to pay rent shall terminate at such time as Lessee ceases operations and removes all its Equipment in the manner required by this Lease in Section 16.

14. Alteration, Damage or Destruction. If the Tower or any portion of the Owned Premises or the Leased Premises is altered, destroyed or damaged so as to materially hinder effective use of the Lessee's Equipment through no fault or negligence of Lessee, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Lessor. In such event, Lessee shall promptly remove the all of its Equipment from the Tower, Owned Premises and Leased Premises and shall restore the Tower, Owned Premises and the Leased Premises to the same condition as existed prior to this Lease. This Lease (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the obligations set forth in the preceding sentence, at which termination Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. Lessor shall have no obligation to repair any damage to or destruction of any portion of the Tower, Owned Premises or the Leased Premises.

15. Cure of Defaults by Lessor. In the event of any default of this lease by Lessee, the Lessor may at any time, after reasonable notice, cure the default for the account of and at the expense of the Lessee, and any such amounts so expended shall be additional rent due hereunder to be paid upon written demand made by Lessor. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Lessor's rights under this agreement, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be additional rent and shall be due

from the Lessee to the Lessor on the first day of the month following the incurring of the respective expenses.

16. Removal of Equipment. So long as Lessee is not in default beyond any cure period, Lessee shall remove its Equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Tower, Owned Premises or the Leased Premises, upon the expiration of the term of this Lease or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Lessee shall restore the Tower, Owned Premises and the Leased Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such Equipment, reasonable wear and tear excepted, as reasonably determined by Lessor. If Lessee fails to remove its Equipment within thirty (30) days of the expiration of this Lease, Lessor may remove such equipment in accordance with governing law and the Lessee shall be responsible to the Lessor for all costs and expense, including reasonable attorney's fees incurred by the Lessor with respect to such disposition. In any event, and notwithstanding any term hereof to the contrary, the Lessor shall not remove Lessee's Equipment from the Tower, Owned Premises or the Leased Premises until a period of thirty (30) days after default and notice thereof given to Lessee and the expiration of any applicable cure period provided for herein.

17. Removal of Equipment under Emergency. Notwithstanding any term of this agreement to the contrary, if the Lessor determines, in its reasonable discretion, that the condition of the Lessee's Equipment is such that it poses a risk of immediate potential physical harm to any person or to the Tower, Owned Premises, the Leased Premises or the property of any other lessee, then the Lessor shall give to Lessee such notice as is reasonable and practicable under the

circumstances, and if Lessee does not take immediate steps to cure the hazard presented by its Equipment, the Lessor shall have the right to take such steps as it may deem necessary to remove the hazard, and shall have no liability to the Lessee nor any other party for any damage that the Equipment may sustain thereby.

18. Authorized Personnel. a) It is further understood and agreed that the Lessor must approve of, in writing, before any contractors gain access to the Owned Premises and Leased Premises, all contractors chosen by Lessee to install, maintain and operate the Equipment. The Lessor shall not unreasonably withhold, condition or delay its approval. If Lessor fails to approve or disapprove such contractors within fifteen (15) days after receipt of notice thereof, approval will be deemed gained.

b) Lessee agrees that all contractors and personnel that in any way go upon the Owned Premises or Leased Premises at Lessee's request or with Lessee's permission will be trained professionals that are experienced in working on telecommunication equipment and towers.

c) Lessee's maintenance and operation of its system will in no way damage or interfere with the Lessor's use of the tower, antennas and appurtenances.

d) Lessee agrees that any approval of the Lessee of any contractor is made by the Lessor for its purposes only, and shall not in any way be relied upon by Lessee, or any others, as a determination by Lessor as to the competency or qualifications of any such contractors or personnel.

19. Compliance with FCC Codes, etc. All installations and operation in connection with this Lease shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations

of the municipality and state concerned. Under this Lease, the Lessor assumes no responsibility for the licensing, operation, and/or maintenance of Lessee's Equipment.

20. Scheduling of Work. Scheduling of any and all work will be coordinated with the Lessor. Any future maintenance involving Lessee's Equipment must be coordinated with Lessor and its consultant within a reasonable time not less than forty-eight (48) hours prior to work being done, except that in the event of emergencies the Lessee shall give the Lessor such notice as is reasonable and practicable under the circumstances. Failure to comply with the terms and conditions of this Paragraph shall be cause for termination of this Lease by Lessor at its reasonable discretion. Any inspection or approval given or done by the Lessor pursuant to this Lease is solely for its own benefit. The Lessor and its consultant shall have no liability or responsibility to the Lessee or any third party as a result of any inspection or approval given by the Lessor and its consultant and the Lessee should not rely upon the same other than for the specific purposes set forth herein. Lessee shall comply with all specifications, if any, provided to Lessor with regard to construction, radio frequency, Limitation of EMF emissions, and installation on Lessor's tower.

21. License. At the time of the execution of this Lease, Lessee will provide to Lessor a copy of the Federal Communications Commission (F.C.C.) License authorizing the operation of Lessee's Equipment, and any other Leases or approvals issued by the State Siting Council or other regulatory governmental agency, as applicable. Lessor acknowledges that Lessee's FCC License is held in the name of _____.

22. Specifications of Equipment. Lessee will provide to Lessor a statement setting forth the manufacturer and model of the Equipment to be installed on the Tower at the time of

execution of this Lease Agreement, and at any time said Equipment is replaced, upgraded or otherwise modified, and all information that is required under good engineering practice to allow an Intermodulation Study to be prepared.

23. Insurance. a) The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Tower, Owned Premises or Leased Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Lessee shall, at Lessee's own expense, carry liability insurance approved by Lessor which shall protect Lessor and the City of New London and Lessee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death), which may arise from the operation of this Agreement by Lessee or anyone directly or indirectly employed by it, including contractors. Such insurance shall also protect Lessor from any suit, claim or action which may arise from Lessee's liability for damages to Lessor. Lessee shall be listed as named insured on such liability insurance policy and Lessor and the City of New London shall be named as additional insured. An approved certificate of such insurance shall be furnished to Lessor upon the execution of this Agreement. Lessee shall be deemed to have complied with Lessor's requirement as to monetary limits if it carries the following insurance, which coverage amounts the Lessor may review from time to time, and if Lessor reasonably determines that higher limits of coverage are necessary to protect the interests of the Lessor or any additional insured, Lessor shall so notify Lessee, and Lessee shall promptly obtain the additional limits of insurance, at its sole cost and expense:

Bodily Injury \$2,000,000

Property Damage \$1,000,000

b) Insurance policies shall be so written that the Lessor and the City of New London will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of Lessee's operations are covered, and stating the coverage with the Lessor and the City of New London included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Lessor before the term of the Agreement commences.

c) All of the insurance policies required shall have the legal company name of the insured providing coverage, and the rating of the insurer shall be A+++ as provided by "Best's Insurance Reports." This obligation applies to coverage written on an "occurrence" as well as a "claims-made" basis. Lessee shall provide Lessor with certification by a properly qualified representative of the insurer that Lessee's insurance company complies with this section.

d) The insurance certificate should state whether coverages are written on an "occurrence" or a "claims-made" basis. All insurance must maintain that the Lessor and the City of New London is an "additional insured" on each policy, with the exception of Worker's Compensation and Employer's Liability. Such insurance must be issued by insurance companies licensed to write such insurance in the State of Connecticut. As to any "claims made" policy, the Lessor requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must either be before or coincident with the date of this agreement. The Lessor requires prompt and immediate notice of the following: erosion of any aggregate limits;

advance of any retroactive date; cancellation or non-renewal notification to Lessor to be no less than thirty (30) days prior to cancellation or non-renewal. The Lessor requires that any extended reporting period premium be paid by the Lessee. The reporting of possible claims to the Lessor is necessary and the Lessor retains the right to require that the extended reporting period be invoked by Lessee at its expense. The Lessor requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retroactive dates be either before or coincident with the dates of this agreement. If the retroactive date is moved or if the policy is cancelled or not renewed, Lessee must invoke the "tail" coverage option at no expense to the Lessor, but rather at the sole expense of Lessee in order to adequately assure that the policy meets all requirements hereof.

e) Lessee's insurance coverage shall be primary insurance as respects to the Lessor and the City of New London and their officials, employees, agents, contractors and volunteers. Any insurance or self insurance maintained by the Lessor, its officials, employees, agents, contractors and volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

f) Worker's Compensation insurance must be provided in accordance with the Worker's Compensation Laws of the State of Connecticut. Should Lessee be involved in operations requiring coverage under special State or Federal Acts such as Maritime or Railroad, Lessee must provide evidence of this coverage. Should Lessee be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Lessor and a "Hold-Harmless" agreement provided in language reasonably satisfactory to the Lessor holding it harmless in the event of any claim for injury or damages.

g) Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Tower, Leased Premises, Owned Premises and Chieka Easement to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Lessee is required to obtain under the terms of this paragraph with appropriate limits of insurance.

24. Hazardous Substance Indemnification. Lessee represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Lessor, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. In the event that the Lessee acquires authority from Lessor to place any power generating equipment on the Owned Premises or the Tower or the Leased Premises, such generator shall be fueled by propane.

25. Access to Site. Lessor shall supply Lessee with keys or security devices or codes for accessing the Premises. Lessee shall not duplicate or disclose such keys or security devices or codes to any party except those who are contractually authorized by Lessee to work upon or maintain its Equipment, and Lessee shall keep clear written records, to be provided to Lessor upon request by Lessor, of all persons to whom such keys or security devices have been provided. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this Lease by Lessor, at its sole discretion.

26. Acceptance of Premises. Lessee accepts the Leased Property, Tower and the Owned Property in the condition existing as of the Commencement Date. Lessor makes no representation or warranty with respect to the condition of such property and Lessor shall not be liable for any latent or patent defect in such property. Lessee represents that it has inspected such property and finds them acceptable as is. Lessee is aware that there may be other users of the Tower at this time, and has determined that its usage of the Tower will not be adversely affected by the existing operations on the Tower.

27. No Rights to Third Parties. This Lease Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this Lease Agreement.

28. Rights Cumulative. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

29. Ownership of the Owned Premises. Lessor hereby warrants and represents that it is the owner, in fee simple, of the Owned Premises, subject to the easements and other rights, if any, as are described on Exhibit A attached hereto.

30. Binding on Successors and Assigns. All rights and liabilities under this Lease Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Lessee to assign or transfer this Lease Agreement is limited as set forth herein.

31. Assignment by Lessee. a) Lessee will not assign or transfer this Lease or sublet all or any portion of the Leased Premises without the prior written consent of Lessor, which consent will not be unreasonably withheld, delayed or conditioned; provided however, the Lessee may assign or sublet without Lessor's prior consent to any party controlling, controlled by or under common control with Lessee, or to any party which acquires substantially all of the assets of Lessee, provided, however, no such assignment shall release Lessee from its liabilities and obligations hereunder unless Lessor expressly releases Lessee from its liabilities and obligations hereunder in writing.

b) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

32. Notices. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postage prepaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

a) If to Lessor:

The Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385
ATTENTION: Dennis Blanchette
Fax # 860-442-9037
Telephone # 860-444-5886

or to such other address as Lessor may furnish to Lessee in writing.

b) If to Lessee:

Omnipoint Communications, Inc.
60 Newark-Pompton Turnpike
Wayne, NJ 07470-6641
Telephone # _____
Fax # 973-872-5191

With copies to:

Omnipoint Communications Inc.
16 Wing Drive
Cedar Knolls, NJ 07927

and

Pepper, Hamilton & Scheetz
Attention: David A. Wormser
1300 Nineteenth Street, NW
Washington, D.C. 20036

or to such other address as Lessee may furnish to Lessor in writing.

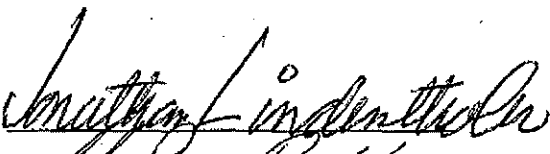
33. Governing Law. The parties hereto agree that the terms and performance hereof shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws provisions.

34. Relocation of Antenna Facilities and Supporting Equipment. Lessor reserves the right to require Lessee to relocate Lessee's Antenna Facilities and Supporting Equipment to a functionally equivalent location, as determined by Lessee in its reasonable discretion, to be provided by Lessor on the Owned Premises. Lessee shall complete said relocation within one (1) year from the date Lessee receives written notice of Lessor's exercise of said right, or, in the alternative, Lessee shall have the right to terminate this Lease in accordance with the provisions of Paragraph 12(b), without payment of any liquidated damages under this Lease.

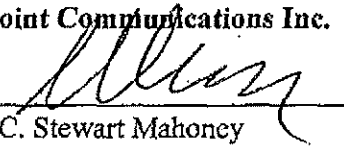
35. Entire Agreement. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modifications of or amendment to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF the undersigned have set their hands and seals as of the date first indicated above.

Signed and Sealed
in the Presence of:




LESSEE:
Omnipoint Communications Inc.

By: 
C. Stewart Mahoney
Its: Technical Director
Duly Authorized

Signed and Sealed
in the Presence of:

LESSOR:
Town of Waterford.

Steph J. Hegni
Harrison J. Smith

By: M. Gertrude McKean
Its: Acting Chairman
Duly Authorized

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss: Norwalk,

March 24, 1998

Personally appeared before the undersigned officer C. Stewart Mahoney, who acknowledged himself to be the Technical Director of Omnipoint Communications Inc., and that he as such being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lisa M. Lopez
Lisa M. Lopez
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss: Waterford,

March 25, 1998

Personally appeared before the undersigned officer Gertrude McKean, who acknowledged himself to be the Acting Chairman of the TOWN OF WATERFORD, a municipality, and that he as such Acting Chairman, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by himself as its Acting Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Audrey W. Wren
Commissioner of the Superior Court
Notary Public
My Commission Expires Nov. 2001

EXHIBIT "A"
LEGAL DESCRIPTION OF "OWNED PREMISES"
together with exceptions, encumbrances, etc.

Page 1 of 2

The Owned Premises is described as follows:

861 Vauxhall Street Extension
Waterford, CT 06385

Map 141, Lot 059

A certain parcel of land comprised of two contiguous tracts of land situated on the easterly side of Vauxhall Street Extension in the Town of Waterford, County of New London, State of Connecticut, and bounded and described as follows:

First Tract: Beginning at the south side of Miller's Pond, so-called, at the northwest corner of land belonging to the heirs of Ann D. Miller; thence southerly by and along said Miller land and land now or formerly of the heirs of John Mahoney to the northeast corner of lot belonging now or formerly to the heirs of Jeremiah Mahoney; thence westerly by and along the said lot to the northwest corner of same; thence westerly and northerly by and along the cart path and fence as it now is to the southeast corner of the Bowles lot, so-called; thence northerly by and along the east wall of said lot to the northeast corner of the same; thence still northerly by and along the foot of the ledge in a straight line to the said Millers Pond near the mouth of the big brook; thence southerly and easterly by and along said Millers Pond to the first mentioned bound, or place of beginning, containing fifteen (15) acres, more or less.

Second Tract: Northerly by land of George Brooks and heirs of Charles Dart, deceased; east by Miller Lane; south by lands of John Sharp, James Brown and heirs of John Mahoney, deceased; west by Old Colchester Road and land now or formerly belonging to Nathan Dart, containing one hundred twenty-five (125) acres.

EXHIBIT "A"
LEGAL DESCRIPTION OF "OWNED PREMISES"
together with exceptions, encumbrances, etc.

Page 2 of 2

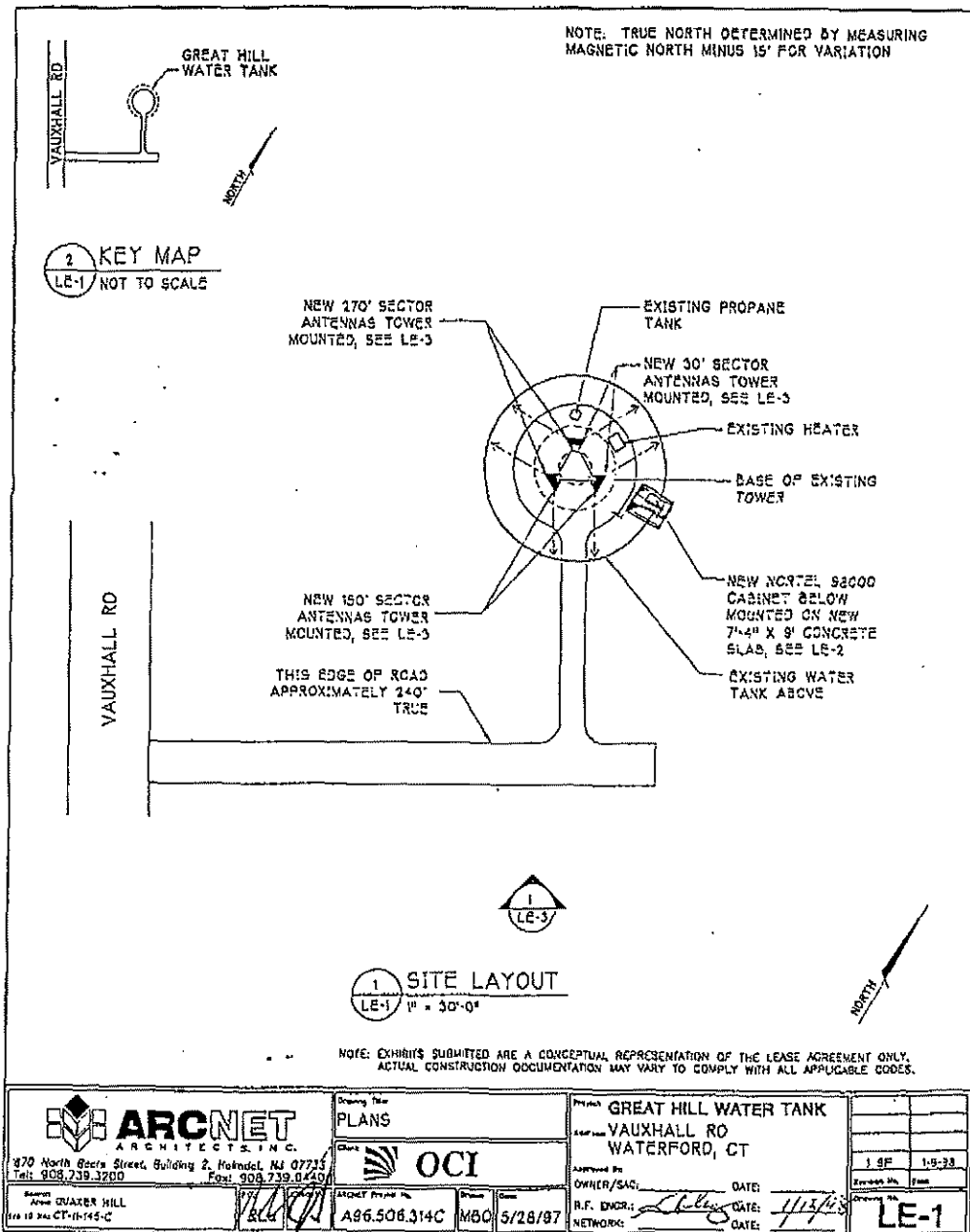
The First Tract above described is the same and all the same land conveyed by Tryon G. Benham and others to George W. Reardon and Timothy J. Reardon by two deeds, one dated December 17, 1926 and recorded in Book 42 page 163 of the Land Records of the Town of Waterford, and the other being dated October 15, 1929 and recorded in Book 47, page 473 of said Land Records.

The Second Tract as above described is the same and all the same land conveyed to Timothy J. and George W. Reardon by the following deeds: Deed of John Barry, dated April 7, 1908 and recorded in Book 30, page 142 of said Land Records; Deed of Richard Forrest and Mary F. Blake dated April 7, 1908 and recorded in Book 27, page 204 of said Land Records; Deed of Charles Canning and Mary E. Pengar dated April 7, 1908 and recorded in Book 27, page 205 of said Land Records; and Deed of Mary F. Blake as Guardian to Edwin Canning and Winifred Canning, dated April 9, 1908 and recorded in Book 29, page 270 of said Land Records.

Said premises are subject to easements granted to the Shore Line Electric Railway Company and to the Connecticut Light and Power Company by deeds dated March 17, 1915, and January 27, 1943, and respectively recorded in Book 32, page 434, and Book 66, page 7, of said Land Records of the Town of Waterford.

EXHIBIT "B" **PLANS AND SPECIFICATIONS OF LESSEE'S EQUIPMENT AND LOCATION** **THEREOF**

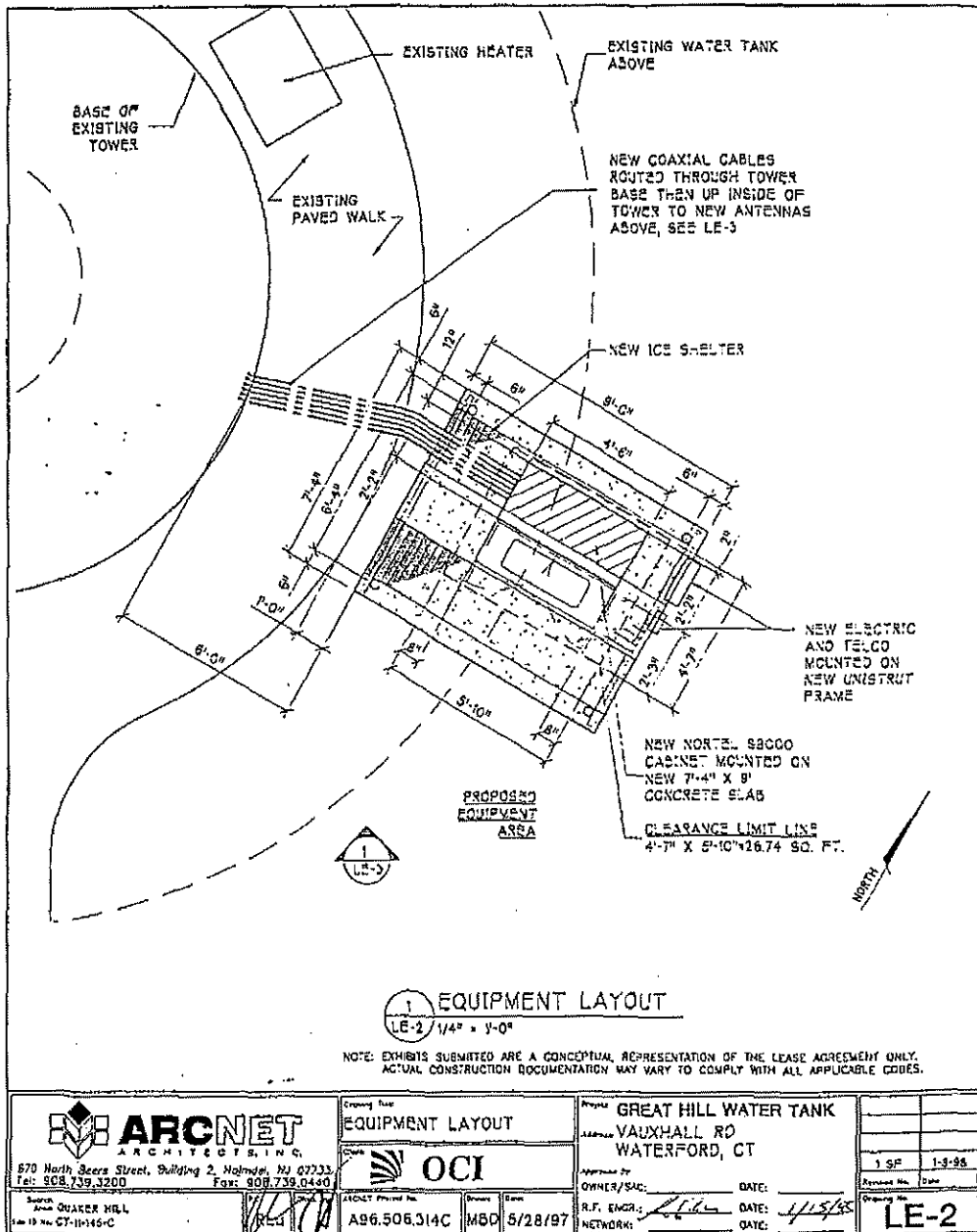
Page 1 of 4



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EXHIBIT "B"
PLANS AND SPECIFICATIONS OF LESSEE'S EQUIPMENT AND LOCATION
THEREOF

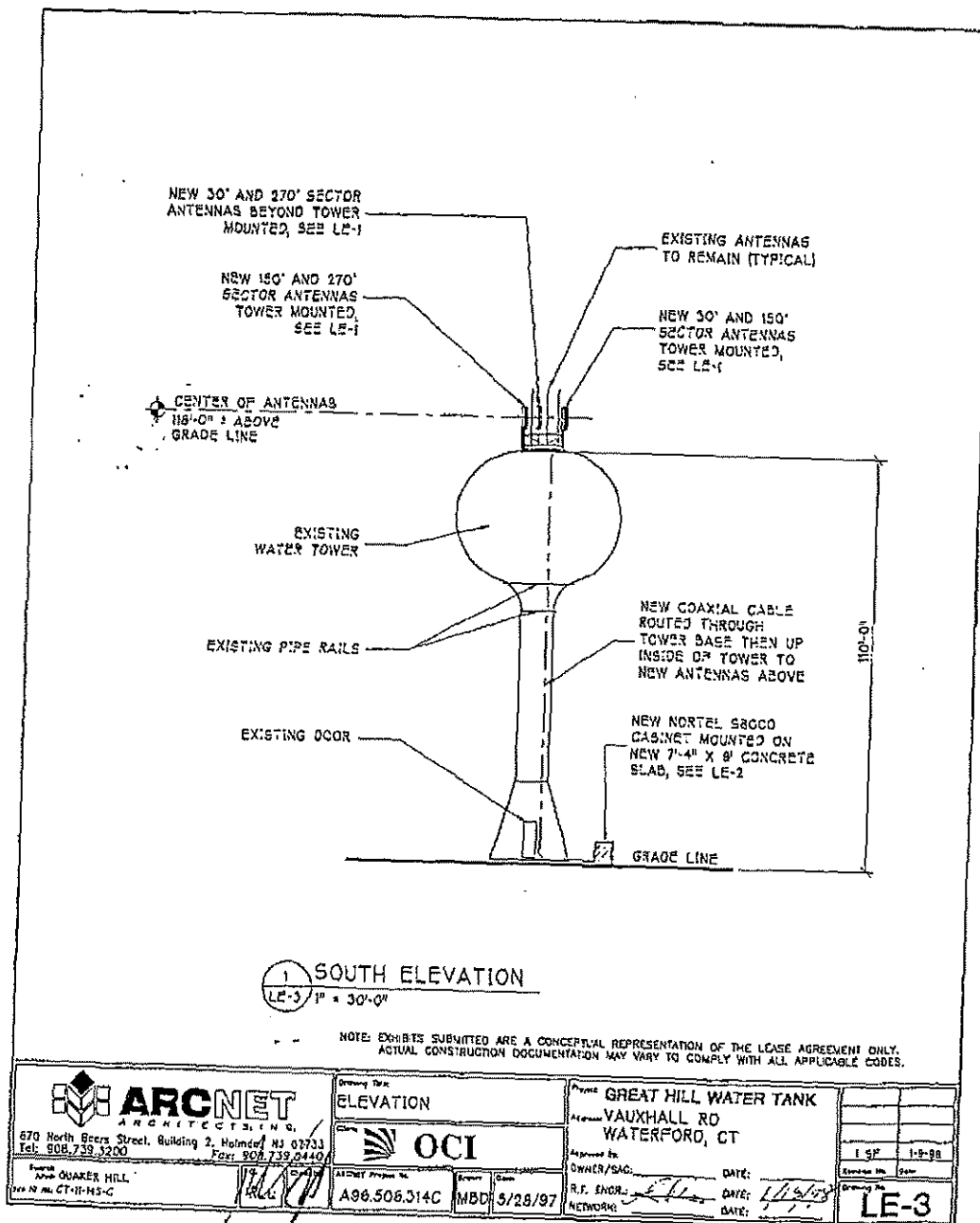
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EXHIBIT "B"
PLANS AND SPECIFICATIONS OF LESSEE'S EQUIPMENT AND LOCATION
THEREOF

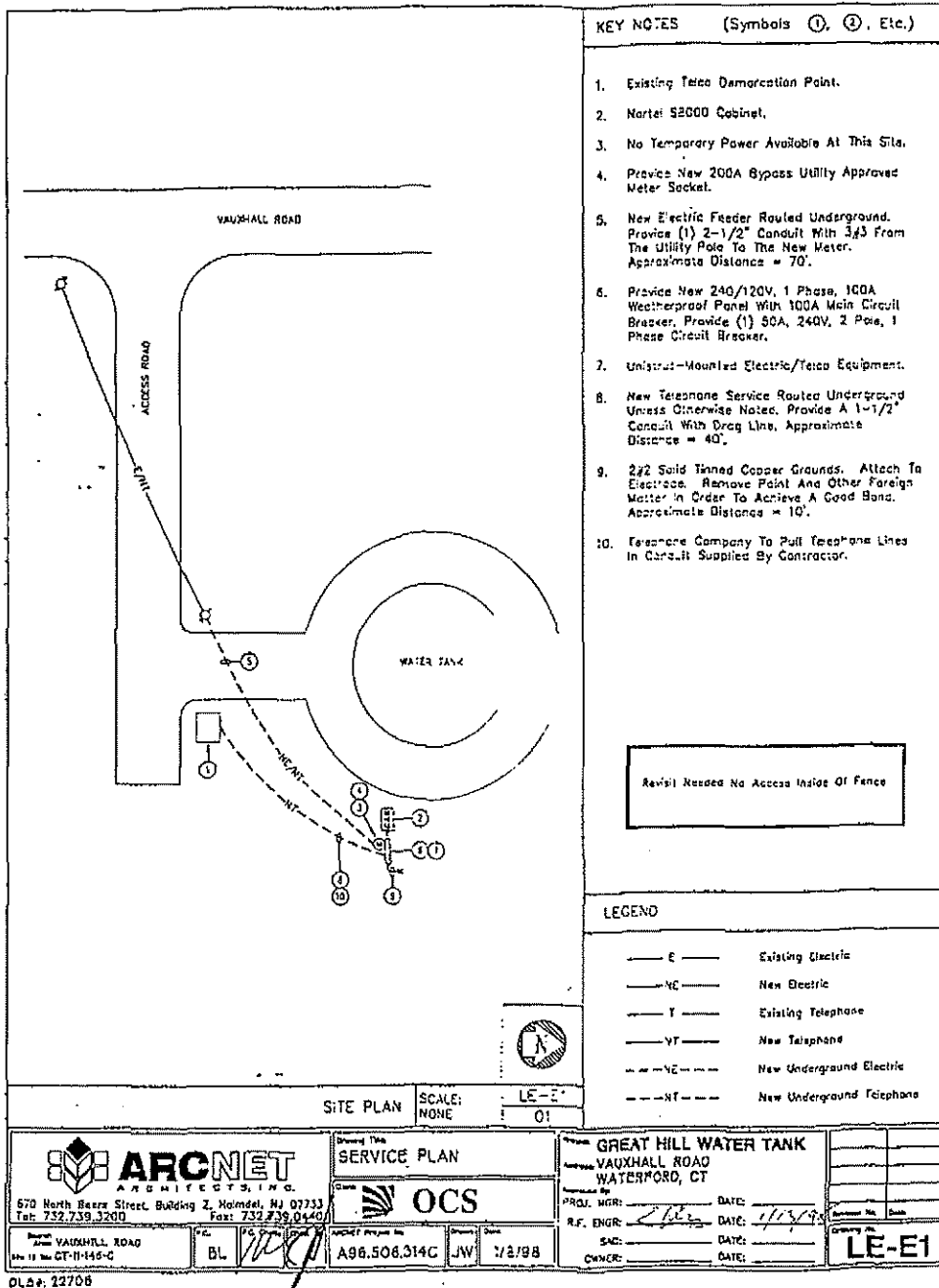
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EXHIBIT "B" **PLANS AND SPECIFICATIONS OF LESSEE'S EQUIPMENT AND LOCATION** **THEREOF**

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14/b

MINUTES
BOARD OF SELECTMEN REGULAR MEETING
May 3, 2022
5:00 P.M.
Waterford Town Hall (Appleby Room)

(Procedural Action: Check register to be signed by Board of Selectmen in accordance with CGS 7-83)

Members Present: First Selectman Robert Brule, Selectwoman Jody Nazarchyk, Selectwoman Elizabeth Sabilia

1. Call to Order & Roll Call- First Selectman Brule called the meeting to order at 5:00pm

2. Pledge of Allegiance

Motion Made by Brule, and seconded by Nazarchyk to Move agenda item #14 (Correspondence) to Agenda item # 3.

3. Correspondence:

3a. Email from Arthur & Barbara Dean

3b. Email from Xia and Yutao

3c. Additional Correspondence added to back up (see attached)

3d. Petition: Town of Waterford Civic Triangle Upgrade-Remove Funding (see attached)

4. Public Comment: Barbara Dean & Ted Olynciw

5. Disposition of Town Property (Ordinance, Chapter 2.112.020):

4a. Disposition of Public Works Department: To consider an act on a recommendation from Rawle Dummett, Purchasing Agent, on behalf of the Public Works Department for the disposal of the items listed assets.

MOTION by Nazarchyk, and seconded by Sabilia, **VOTING IN FAVOR:**
unanimous **VOTE:3-0**

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TOWN OF WATERFORD

6. **Finance Department Bid AWARD- Consulting Firms #22-120:** To consider and act on a recommendation from Rawle Dummett, Purchasing Agent, on behalf of the Planning Department to approve a Bid Award to Brianna Regine Visionary Consulting in the amount of \$66,000. Funds would be available from line item #23507-58021 Waterford Small Business Grant. (Additional back up, please see attached)

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

7. **Finance Department Bid AWARD- Jordan Fire Services Electrical Upgrade #22-117:** To consider and act on a recommendation from Rawle Dummett, Purchasing Agent, on behalf of Fire Services to approve a Bid Award to Stula Enterprises LLC in the amount of \$11,487. Funds would be available from line item #20523-57751 Electrical Upgrade.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

8. **Building Department:** To consider and act on the following request for an additional appropriation request from the Planning Director, Abby Piersall, in the amount of \$78,235.51 and forward to the Board of Finance for consideration.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

9. **Public Works:** To consider and act on a request from the Director of Public Works, Gary Schneider, to approve and appropriate funds for a new project in the amount of \$155,000 from Capital and Non-recurring line # 205-31520 (Undesignated Fund balance) for the Southwest School Underground Tank Removal/Closure and forward to the Board of Finance for consideration.

10. **Assessor:** To consider and act on the following request for an In Series Transfer from the Finance Director, Kim Allen, in the amount of \$21,293.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

11. **Amended Motion-Retirement Commission:** Subject to final approval from the Retirement Commission at their next scheduled meeting, To consider and act on the following request for an In Series Transfer from the Finance Director, Kim Allen, in the amount of \$17,400.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

12. **Fire Services:** To consider and act on the following request for an In Series Transfer from the Fire Services Director, Michael Howley, in the amount of \$7,000.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

13. **Motion Amended- Board of Selectmen:** To consider and act on the reported 758 certified petition forwarded to the Board of Selectmen from David Campo, Town Clerk.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

13a. To consider and act on the following date and time recommendation from the Town Clerk and Registrar of Voters, May 31, 2022 from 12p-8p and at all regular polling stations.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

13b. Motion Amended- To consider and act upon approving the following language for the referendum question on May 31, 2022 as follows; Should the following action by a representative town meeting held on April 4, 2022 be approved? To approve a revised Eversource General Gas Service Agreement for the Public Safety and Police Station Buildings and authorize the First Selectman to sign on the Town of Waterford's behalf, pending the approval of the Town Attorney as to form.

Yes No

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

14. Appointments and Resignations: NONE

15. New Business:

Motion made by Brule to add item to the agenda and seconded by Sabilia. Item #16 added to the Board of Selectmen Agenda

16. Public Works: To consider and act on a request from the Director of Public Works, Gary Schneider, to approve and appropriate funds for a new emergency project in the amount of \$10,000 from Capital and Non-recurring line # 205-31520 (Undesignated Fund balance) for the Eugene O'Neill Underground Temporary Tank.

MOTION by Nazarchyk, and seconded by Sabilia, **VOTING IN FAVOR:**
unanimous **VOTE:3-0**

17. Consent Agenda

15a. Tax refund-None

15b. Minutes April 19, 2022-APPROVED

16. Adjournment- was made by Ms. Nazarchyk and seconded by Sabilia to adjourn at 6:43pm. **VOTING IN FAVOR;** unanimous, **VOTE:3-0**

Respectfully Submitted,



Cindy Dupointe
Recording Secretary