

**LICENSE AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
AND
CITY OF NORWICH
REGARDING**

The License to use a telecommunications facility located at 389 Ekonk Hill Road, Sterling, Connecticut.

This License Agreement ("hereinafter referred to as "AGREEMENT") made this ____ day of _____, 2020 ("Effective Date"), by and between the City of Norwich, acting herein by its City Manager, John L. Salomone, duly authorized, hereinafter referred to as "NORWICH" and the State of Connecticut Department of Emergency Services and Public Protection (hereinafter referred to as "the DESPP") acting by and through its Commissioner, James C. Rovella, duly authorized, in accordance with Connecticut General Statutes Section 4-8 and acting pursuant to a delegation of authority granted by the Commissioner of the Department of Administrative Services in accordance with Connecticut General Statutes Sections 4a-52a(e) and 4d-8, for the License to use a telecommunications facility located at 389 Ekonk Hill Road, Sterling, Connecticut.

WITNESSETH:

WHEREAS, NORWICH has an interest in expanding and improving its network throughout the area of Norwich; and

WHEREAS, DESPP and NORWICH wish to utilize the sharing of telecommunications facilities as a means to improve their individual communications networks throughout the State of Connecticut and thus prevent the proliferation of telecommunications towers throughout the State;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, DESPP and NORWICH hereby agree as follows:

I. Tower

As a result of current tower loading NORWICH may be required to utilize a common combiner/antenna system with other site users. DESPP grants NORWICH permission to install on DESPP's tower, an antenna system engineered and designed by DESPP as shown in Attachment A. NORWICH acknowledges that, at the discretion of DESPP, this antenna system may be shared with other Licensees. If this becomes a shared antenna system, maintenance and repairs on this antenna system is on a pro rata basis, otherwise the cost of maintenance and repairs are the sole responsibility of NORWICH. NORWICH agrees that it shall not add to, change, or modify the antenna system without first obtaining authorization to do so from DESPP in writing. Any changes authorized by DESPP on this antenna system shall be performed by licensed and insured installer(s) approved by DESPP who are required to notify DESPP at 860-685-8008, at least forty-eight (48) hours prior to start of work. Emergency equipment repairs can be performed as required and all parties shall call the DESPP at number above at the time of site visit. NORWICH releases and forever discharges DESPP from any liability due to the failure of the antenna system. All installations shall be in accordance with Site Installation and Appearance Standards attached as Attachment D. Prior to installation on DESPP's tower at the SITE, NORWICH agrees to perform a structural analysis on this SITE in accordance with DESPP specifications and instructions described in Attachment C and provide a report satisfactory to DESPP. If necessary to accommodate its equipment, NORWICH agrees to design structural modifications to this tower, including the consolidation and/or movement and realignment of antennas in accordance with DESPP specifications. Said structural analysis, structural modifications and movement/realignment of antennas shall be at NORWICH's expense.

(a) Equipment Installation

DESPP shall provide rack space in the agency room of the equipment shelter, as shown in Attachment B for the installation of NORWICH's radio equipment at no cost to NORWICH. All installations shall be done in accordance with DESPP Site Installation and Appearance Standards attached as Attachment D.

(b) Power

DESPP shall, at its expense, supply heat and air conditioning. DESPP will provide electric power for towers' functions utilizing existing public utility service, and in case of power failure, by a generator. NORWICH shall accept all liability for damages, direct or consequential, as a result of any electrical anomalies.

- (c) Equipment
NORWICH shall be responsible for all maintenance, replacement or augmentation of its radio equipment, antennas and feed lines at its expense. DESPP shall maintain, repair or replace, in its judgment, the grounds, shelters, towers, generators, and fences at its expense. All installations performed by NORWICH shall be in accordance with the Site Installation and Appearance Standards set forth in Attachment D.
- (d) Changes/Additions
NORWICH agrees that it shall not add to, change, or modify its equipment at the SITE without first obtaining authorization to do so from DESPP in writing. Said authorization shall not be unreasonably withheld or delayed by DESPP.
- (e) Interference
NORWICH agrees that its radio equipment shall not cause interference to any current user or current or future DESPP radio equipment at SITE. Should any such interference result, NORWICH shall immediately work with the user affected to promptly resolve the interference to the mutual satisfaction of the parties at its expense. Should any subsequent user of the SITE interfere with NORWICH's radio equipment, the user shall immediately work with NORWICH to resolve said interference to the mutual satisfaction of the parties at its expense. Should any interference caused by NORWICH to any current or future DESPP radio equipment be immediately unresolvable, NORWICH shall cease operation of said radio equipment, except for testing purposes until said interference is eliminated to the satisfaction of DESPP. In the event any interference issues remain unresolved to the reasonable satisfaction of NORWICH or DESPP within forty-five (45) days of notice as provided herein either party shall have the right to terminate this AGREEMENT, and neither party shall have further obligations with respect to this site.
- (f) Site Access
NORWICH, its agents, servants, and employees shall have the privilege of entering the SITE for the purpose of installing, maintaining and repairing its radio equipment twelve(12) hours per day (7:00am to 7:00pm), seven (7) days per week. The SITE shall be considered "restricted" and no party to this AGREEMENT shall provide or permit access to the premises described herein for person(s) except as such person(s) is/are acting as agents for one or more of the parties hereto in the performance of their official duties, as such duties relate directly to SITE. Before any work on the tower is to be performed, no later than forty-eight (48) hours before arrival at SITE, NORWICH must call, DESPP's Network Control Center (NCC) at (860) 685-8008 and provide the intent of the visit and the name, company, and title of the individual(s) who will be at the SITE to work on NORWICH's equipment on the tower.

II. Length of AGREEMENT

This AGREEMENT shall be effective for a period of one (1) year from the date first written above and may be renewed for an additional one (1) year period automatically under terms and conditions mutually acceptable to the parties. Either party may terminate this AGREEMENT at the end of any one (1) year period by giving the other at least sixty (60) days notice in writing, of its intention not to renew in the manner described below. NORWICH shall, upon termination of this AGREEMENT, remove its radio equipment from the shelters and towers at its own expense, and shall restore the properties to their original condition, reasonable wear and tear excepted.

III. Notifications

All notices hereunder must be in writing and shall be sent by certified mail, return receipt requested to the following (or to any other address that the party to be notified may have designated by like notice).

To: Department of Emergency Services and Public Protection	To: City of Norwich
CTS Unit	City Manager
1111 Country Club Road	100 Broadway
Middletown, CT 06457	Norwich, CT 06360-4431

IV. General Conditions

- (a) Except to the extent specifically contained herein nothing in this AGREEMENT shall constitute the parties as partners nor render any party liable for any debts or obligations of any other party, nor shall any party hereby be constituted the agent of any other party.
- (b) It is hereby mutually agreed and understood that this AGREEMENT contains all agreements, promises and understandings between the parties and no verbal or oral agreements, promises or understandings shall or will be binding upon the parties in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this AGREEMENT shall be void and ineffective unless in writing and signed by the parties hereto.

- (c) NORWICH shall use due care to avoid damage to the facilities and equipment at DESPP's SITE. NORWICH shall immediately report to the DESPP any such damage and shall reimburse the DESPP for any expense incurred in the making of repairs, but only to the extent of the damages caused by NORWICH, its employees and agents. NORWICH hereby agrees to indemnify the DESPP from any and all claims and/or liability arising from acts, omissions, or negligence of NORWICH, their agents, officers, and employees in the operation of the herein licensed premises.
- (d) NORWICH shall release and discharge the DESPP from any liability for direct and consequential damage caused by NORWICH, its employees and agents. NORWICH release and discharge the DESPP from any liability for direct and consequential damage or injury that may result of NORWICH communications equipment from the installation, maintenance, or use of DESPP facilities and equipment. NORWICH further agree to protect, defend, indemnify and save harmless the DESPP, their officers, agents and employees on account of any and all claims, damages (direct and consequential), losses, litigation, expenses, reasonable counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public or by any other persons or property, real or personal caused in whole or part by acts, omissions or neglect of NORWICH.
- (e) NORWICH shall provide and maintain commercial general liability insurance, with the DESPP included as an additional insured as respects work under this AGREEMENT, in the amount of one million dollars (\$1,000,000) for all damages arising out of personal injury or destruction of property in any one accident or occurrence, and subject to that limit of two million dollars (\$2,000,000). DESPP's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by NORWICH, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of DESPP, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of DESPP, its employees, agents or independent contractors; and, (iii) not exceed NORWICH's indemnification obligation under this AGREEMENT, if any. NORWICH shall also carry such insurance as will protect it from all claims under the Workers Compensation Laws of the State of Connecticut in effect or as amended that may be applicable to NORWICH. All insurance required hereunder shall remain in force for the entire term of this AGREEMENT and the company or companies issuing such insurance shall be companies authorized to do business under the laws of the State of Connecticut. A copy of the insurance certificate shall be sent to the DESPP upon each renewal date. Failure to renew said insurance or lapse of said insurance shall constitute a violation of this AGREEMENT and may result in termination of this AGREEMENT.
- (f) The DESPP shall use due care to avoid damage to any NORWICH equipment at the SITE. DESPP shall immediately report such damage to NORWICH. Any claims by NORWICH against the State of Connecticut under this AGREEMENT are subject to Connecticut General Statute Section 4-141 et. seq..
- (g) Subject to Connecticut General Statutes Section 4-141 et. seq. concerning claims against the State of Connecticut, the DESPP agrees to accept responsibility for any and all injury or damage to persons or property, regardless of its nature resulting from the negligence or intentional wrong doing of the DESPP, its officers, agents, contractors and employees, arising from its performance under this AGREEMENT. In furtherance thereof, the DESPP will cooperate with NORWICH to effect prompt payment or any just claim brought against the DESPP pursuant to Section 4-141 et. seq. of the Connecticut General Statutes for such negligence or intentional wrongdoing.

V. Non-discrimination.

- (a) The following subsections are set forth here as required by Section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers'

- representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The contractor agrees to comply with each provision of this section and Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; and
 - (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Section 46a-56.
 - (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
 - (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
 - (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - (f) The contractor shall include the provisions of Sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
 - (g) The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56.
 - (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to

enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

VI. Governor's Executive Orders

This AGREEMENT is subject to provisions of Executive Order Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At NORWICH's request, the DESPP shall provide a copy of these orders to NORWICH.

- VII. Either party shall have the right to terminate this AGREEMENT by written notice to take effect within sixty (60) days if the other party (1) fails to perform any covenant of the AGREEMENT for a period of forty-five (45) days after receipt of notice; or (2) commits a material breach of this AGREEMENT and fails within forty-five (45) days after receipt of notice to cure of said breach. If the default may not reasonably be cured within a 45 day period, this AGREEMENT may not be terminated if the defaulting party commences action to cure the default within such 45 day period and proceeds with due diligence to fully cure the default. Notwithstanding any contrary provision or language in the AGREEMENT, the State may terminate the AGREEMENT whenever the Commissioner determines, in the Commissioner's sole discretion, that such termination is in the best interests of the State. In addition, this AGREEMENT may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with the provisions of state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this AGREEMENT. NORWICH upon abandonment of this facility shall remove its equipment from the Property and restore the Property to its original condition, reasonable wear and tear excepted at its expense.

- VIII. This AGREEMENT is expressly contingent upon NORWICH obtaining all necessary governmental approvals for use of the site, including any approvals from, or notices to, the Connecticut Siting Council. NORWICH and DESPP agree to use reasonable and diligent efforts to obtain such approvals as promptly as possible.

- IX. This AGREEMENT grants a License only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or interest in real estate.

- X. DESPP hereby attests that they have good right to License their premises as described herein, to NORWICH in the manner aforesaid, and that the DESPP will suffer and permit NORWICH to occupy, possess and enjoy the premises during the term or any extension thereto, as provided herein.

- XI. If a provision of this AGREEMENT is invalid or unenforceable with respect to any party, the remainder of this AGREEMENT or the application of such provision to persons other than those as to whom it is held invalid or enforceable, will not be affected and each provision of this AGREEMENT will be valid and enforceable to the fullest extent permitted by law.

- XII. Nothing in this AGREEMENT shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut or the DESPP.

- XIII. The parties deem this AGREEMENT to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this AGREEMENT to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor(s) waives any objection which it may now have or will have to laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- XIV. Compliance with Laws. The DESPP represent that the DESPP's property (including the SITE), and all improvements located thereon, are in substantial compliance with building, life/safety, disability, environmental and other laws, codes, rules and regulations of applicable governmental authorities. NORWICH will substantially comply with all applicable laws relating to its possession and use of the SITE.
- XV. Pursuant to C.G.S. Sections. 4e-29 and 4e-30, DESPP may, at reasonable times, inspect NORWICH's above mentioned communications facilities to ensure compliance with this AGREEMENT. DESPP may audit NORWICH's records related to the performance of this AGREEMENT that NORWICH will maintain for three (3) years from the expiration of this AGREEMENT.

REF
R

ATTACHMENT A

ANT	USER	HGT	SZ	MANUF	MODEL	CABLE	DESCRIPTION
#49	EKONK HILL	140					
1	NORWICH	135	3'	RFS	SC3-W60AC	EW63	Microwave Dish
2	NORWICH	125	3'	RFS	SC3-W60AC	EW63	Microwave Dish

ATTACHMENT B

Ekonk Hill (#49)

Two (2) shared racks within the Agency Room

**This page intentionally
left blank**

ATTACHMENT C

Said stress analysis shall be conducted in accordance with the following criteria: the tower shall meet the requirements of the most current release of American National Standards Institute/Telecommunications Industry Association/Electronic Industries Association Standard #222 (the "ANSI/TIA/EIA Standards"), with no de-rating for wind, a Safety Factor against overturning of no less than two (2) and Deflection Limit shall be zero-point-seven-five (0.75) degrees, maximum. Said stress analyses shall be done at NORWICH's expense. If such stress analysis indicates that the tower requires reinforcement prior to installation of NORWICH's antenna equipment in order to meet the ANSI/TIA/EIA Standards and this Attachment then, prior to such installation, NORWICH shall perform such necessary structurally engineered reinforcement of the tower.

ATTACHMENT D

DATE: 8/31/2018

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 1 OF 7

1 PURPOSE

To provide for a policy of common quality in site installation and maintenance, it is necessary that there be a written definition of those things which affect both the technical performance of the site and its appearance. These standards are to be in effect for each and every licensor or licensee having equipment in, on or about the site where the right to occupy is granted by the license to which this document is an attachment.

It is not the intent of this document to set standards of excellence or other requirements that would make the use of the site costly or arduous, but to ensure a well-defined mutually protecting level of installation and maintenance. A clear understanding of how equipment is to be installed and maintained by all licensors and licensees reduces the probability of impaired site performance due to a sub-standard installation.

Any and all proposed work shall be forwarded to the DESPP for review. Details of the intended work shall be presented with State of Connecticut Professional Engineer approved engineered drawings. Upon written approval by the DESPP, NORWICH will be required to submit to the DESPP a list of all contractors NORWICH intends to employ to do the work and the contractors must have been authorized to do business under the laws of the State of Connecticut. The DESPP will have final rights of approval for the engineering drawings and site contractors.

2 STATE AND NATIONAL STANDARDS

All installations must, at a minimum, be in conformance with the most current release of following State and National codes:

American National Standards Institute:

ANSI/EIA-222 Structural Standards For Steel Antenna Towers And Antenna Supporting Structures

Federal Aviation Administration Regulations:

Title 14, Chapter I, Part 77 Safe, Efficient Use And Preservation Of The Navigable Airspace

Advisory Circular Obstruction Marking And Lighting
AC 70/7460-1L

Advisory Circular High Intensity Obstruction Lighting Systems
AC 150/5345-43,
FAA/DOD Specifications L-856

Federal Communications Commission Rules And Regulations:

Code Of Federal Construction, Marking And
Regulations Title 47 Lighting Of Antenna Structures

National Fire Protection Association 70

International Building Code

Occupational Safety And Health Administration
Safety And Health Standards (29 CFR 1910) General Industry

Subpart R Special Industries

1910.268 Telecommunications

State Building Code – 2016

ATTACHMENT D

DATE: 8/31/2018

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 2 OF 7

3. TOWER

This section deals with items which are to be mounted on, attached to or otherwise affixed to the tower.

3.1 ANTENNAS

3.1.1 MOUNTS

All antennas shall be mounted to the tower with standard commercial hardware manufactured for this purpose. The mounting hardware in all components shall meet the requirements exposure C to the TIA/EIA Standard 222G.

3.1.2 LOCATION

Antennas shall be mounted only at the heights, azimuths, with the standoffs and in the positions shown in the License Agreement to which this document is an attachment.

3.1.2.1 REPOSITIONING

Site users shall not relocate antennas from the positions shown in the licensing agreement nor install antennas additional to the agreement without the written approval of the licensor and the informing of all licensees. A relocation which causes a question as to the ability of the tower to bear the antenna in the new location and as well as all antennas listed in the site licensing agreement shall require that a structural analysis be performed to ensure that there is no loss of tower capacity. The analysis shall be done at the expense of the site user desiring to move the antennas.

3.1.3 ADDITIONAL

It shall be the responsibility of the site user desiring to install any antenna or other device beyond those listed in the site licensing agreement to have done the structural analysis necessary to ensure that the "new" antenna does not exceed the capacity of the tower to bear. Under the "last man on" standard, the site user installing the "new" equipment shall be responsible for ensuring that it causes no interference problems and/or taking remedial action as to correct any problems caused by the "new" equipment. The DESPP, as a primary tower user, shall be exempt from any requirement to resolve interference at DESPP sites.

3.1.4 GROUNDING

The body of all antennas shall be bonded to the tower per Motorola Quality Standard R56.

3.2 COMPONENTS AND DEVICES

All components and devices attached to the tower, amplifiers, filters etcetera, shall be attached with standard commercial hardware manufactured for the purpose. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

3.3 CLIMBING BOLTS AND LADDERS

All attachments made to the tower shall be made in such a manner as to not cause any restriction or present a safety hazard to any climbing ladders, leg step bolts or safety cables provided.

4.0 CABLE AND WAVEGUIDE

To reduce the probability of physical or lightning damage to antennas, cable and waveguide and equipment, the requirements for methods of attachment, routing and grounding are specific for the tower, bridge and shelter interior and are described in the following paragraphs. Only hardline will be acceptable.

ATTACHMENT D

DATE: 8/31/2018

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 3 OF 7

4.1 EXTERIOR

This section will consider the horizontal routing of cable and waveguide via a bridge from the shelter to the tower and the vertical routing on the tower.

4.1 .1 BRIDGE

No antennas are to be mounted on the bridge. A bridge with ice shield is provided between the shelter and the tower. Brackets are provided on this bridge for the support and routing of the cable and waveguide. In accordance with the manufacturer's recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose. In lieu of a particular and specific recommendation from the manufacturer of the cable or waveguide, the recommendations of the latest version of Commscope Catalog for similar type cable or waveguide shall be considered to be the minimum acceptable standard. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to another agency or user. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

4.1 .2 TOWER

4.1 .2.1 LADDER

A ladder is provided for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide. In lieu of a particular and specific recommendation from the manufacturer of the cable or waveguide, the recommendations of the latest version of Commscope Catalog for similar type cable or waveguide shall be considered to be the minimum acceptable standard. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to another agency or user. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

4.1 .2.2 DISTRIBUTION RUNS

Cable or waveguide runs, from the ladder to the point at which they mate to the antenna, shall be routed along tower members in a manner producing a neat and professional site appearance. They shall be specifically routed so as to not impede in any fashion the safe use of the tower leg climbing bolts nor to restrict the access of other tower users. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide. In lieu of a particular and specific recommendation from the manufacturer of the cable or waveguide, the recommendations of the latest version of Commscope Catalog for similar type cable or waveguide shall be considered to be the minimum acceptable standard. No cable or waveguide run shall be clamped, tied or in anyway affixed to a run belonging to another agency or user. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

4.1 .3 LENGTHS

Cable and waveguide runs shall not be excessive to the requirement. No coiled lengths shall be permitted on the tower, bridge or on the ground. The cable length of the finished run shall provide for normal maintenance and operation only.

4.1 .4 ENTRY

Entry of the cable or waveguide, to the interior of the shelter, shall be via ports provided in the shelter wall. Cable or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a commercial product made specifically for the type of cable or waveguide and for the diameter of the entry port. It shall be installed in accordance with the instructions of the manufacturer and shall seal the port against the intrusion of moisture.

ATTACHMENT D

DATE: 8/31/2018

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 4 OF 7

4.2 INTERIOR

As there may be more than one site user within a shelter area it is necessary that the routing of cable or waveguide provide for the needs of all occupants.

4.2.1 ROUTING

Trays are provided within the shelter for the routing of cable and waveguide to the various equipment racks and termination points. All cable and waveguide shall be placed and secured to the cable tray where possible. Where bend radii or other conditions do not permit the cable or waveguide to be tightly bound to the tray, it shall be placed and secured in a neat and professional manner, making full allowance for the needs of the other site users. Cable or waveguide that can not be bound to the tray shall be provided with standoffs and clamps to prevent its being a free moving hazard.

4.2.2 LENGTHS

Cable and waveguide runs in the shelter shall not have a length in excess of the requirement. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted. In closed equipment racks the site user may dispose of excess lengths as desired, but it shall not protrude from the rack nor detract from the professional appearance of the site.

4.3 GROUNDING

Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points per Motorola Quality Standard R56.

4.3.1 ANTENNA

All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.

4.3.2 BRIDGE TRANSITION

On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower ground bar using clamps and hardware specifically manufactured for that purpose.

4.3.3 SHELTER ENTRY

On the exterior of each shelter at a point near the entry ports, a grounding plate has been provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.

4.3.4 INTERMEDIATE POINTS

On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as to not have a distance to a grounding point longer than 100 feet per Motorola Quality Standard R56.

4.3.5 GROUNDING POINTS

Cable and waveguide grounding leads shall connect to a separate point for each run; leads shall not be grouped to the common ground point per Motorola Quality Standard R56.

ATTACHMENT D

DATE: 8/31/2018

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 5 OF 7

4.3.6 GROUNDING LEADS

Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access per Motorola Quality Standard R56.

5.0 SHELTER

Floor and wall space within the shelter has been established using information received from the various site users. While some measure of expansion has been provided, any user desiring to increase its use of floor space and/or rack space within the shelter must obtain written approval from the licensor.

For the protection of the interest of all current and future site users, all equipment layout should be done with the intent of 'Economy Of Space'.

5.1 FLOOR SPACE

The floor plans for shelter layout are part of the licensing agreement and must be adhered to by each site user. Variance from the floor plan must have the prior written approval of the licensor.

5.2 WALL SPACE

No provision has been made for the mounting, or otherwise affixing, of user equipment to the walls of the multiple users spaces of the shelter. Any use of the wall space for the temporary or permanent installation of any equipment or device shall require the prior written approval of the licensor as to type of equipment, space to be used and method of attachment.

5.3 RACKS

All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and the appearance standards of a professional installation. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided by the licensor. Racks are not to be attached to the cable trays.

5.4 INTERCONNECTION CABLES

All communications and interconnection cabling between equipment and/or distribution frames, (microwave, PSTN, or other demarcation points) shall be placed in provided cable trays and secured to the tray in a neat, orderly and professional manner.

6.0 ELECTRICAL

The electrical supply and distribution system has been designed on data supplied by the individual site users. All equipment shall be 120 VAC @ 15 AMPS maximum, except with prior written approval of the licensor.

6.1 SIZING

The breaker panels and breakers have been sized to provide for the loads as defined in the data obtained from the site users and contained as an attachment to the site licensing agreement for each site user. Changes in loads, either in current draw or phase distribution of the load, shall be made only with the prior written approval of the site licensor.

6.1.1 TEMPORARY LOADS

Test equipment, soldering irons or other equipments serving a test or repair function may be connected to one of the service outlets; providing that the total load connected to any single dual receptacle does not exceed 15 AMPS. Equipment to be in place for more than 7 days will require prior written approval of the licensor. The above paragraph applies only to site users obtaining power from the DESPP provided distribution system.

ATTACHMENT D

DATE: 8/31/2018

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 6 OF 7

6.2 DISTRIBUTION

Within DESPP provided or controlled spaces wiring from the distribution breaker panel is provided to the rack location and terminated at the cable tray with a twist lock receptacle. From this point each agency may select how to distribute to its equipment or rack.

6.3 GROUNDING

In each room a halo grounding system is provided for access to the site grounding system. Each rack shall have a properly sized, ground lead from the rack safety and signal grounds the closest point of the halo ground system. Each rack shall be separately grounded per Motorola Quality Standard R56.

6.4 BATTERY SYSTEMS

Installation of equipment utilizing battery systems shall be made only with the prior written approval of the site licensor and be included in the licensee's agreement, batteries shall only be installed in cases and racks approved by the licensor. Any battery system installation in a DESPP controlled space that has not been previously equipped with an approved eyewash station shall include such eyewash station as part of the installation. The eyewash station shall be self-contained, gravity flow, wall hung, with a sixteen (16) gallon capacity. The station shall meet ANSI z358.1 requirements for refillable personal eyewash units. The maintenance and current date code of the supplied eyewash station is the responsibility of the licensee.

7.0 HEATING, VENTILATING AND AIR CONDITIONING

A controlled environment is provided for the equipment spaces by a redundant air conditioning system; this system has been sized to provide for the heat loads obtained from the equipment lists provided by the various site users. Additional equipment or equipment having a greater heat dissipation requirement than that specified in the licensing agreement can not be installed without the prior written approval of the licensor.

7.1 SYSTEM INTEGRITY

Opening of the shelter to the effects of outside air flow can have a negative effect on the ability of the system to maintain temperature and humidity; every effort should be made to reduce the amount of time that doors or other wall entries are kept open.

7.2 DOORS

Except when actually moving equipment in or out, the shelter doors shall not be latched or otherwise held or kept open.

8.0 SITE APPEARANCE

Services to maintain the appearance and integrity of the site will be provided by the licensor and will include scheduled cleaning of the shelter interiors; this does not include janitorial services for the licensees, and each site licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.

8.1 STORAGE

Within DESPP provided or controlled spaces no parts or material may be stored on site by licensees.

9.0 DAMAGE

Damage to any item of the site facility or structure or to a component or equipment of a site licensee or licensor whether caused or detected by installation, maintenance or other activities shall be reported to the licensor immediately.

ATTACHMENT D

DATE: 8/31/2018

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 7 OF 7

10. SITE ACCESS

10.1 ACCESS CONTROL

To ensure that only authorized personnel are accessing the site, licensees shall be required to, inform the licensor and Network Control Center (NCC) of personnel and/or maintenance organizations they are requesting authorization to enter the site as the licensee's agent.

10.2 REPORTING ON SITE

To ensure that only authorized personnel are on site, an orderwire system is installed in each room to allow communications with the Network Control Center (NCC). Personnel on site shall be required to communicate with the network control center and report their arrival on site, identity, purpose, expected and actual departure times.

10.3 IDENTIFICATION

Each user shall post a current license on all equipment. Licenses shall also post the name and 24 hour phone number and agency contact in case of an emergency.