

ATTACHMENT IV. PROPAGATION STUDY PARAMETERS

It is important to remember that a propagation study is a *predictive model* of signal strength and coverage. The programs that create the studies use thousands if not millions of calculations based on the physics of RF propagation in the earth's atmosphere and the input parameters defined by the engineer running the program. These input parameters include such information as antenna height, antenna gain, output power, additional (i.e. environmental) path loss, etc.

Creating accurate propagation studies is both a science and an art. While the laws of physics defining the situation may be well-defined, there is considerable leeway in defining the input variables on which these calculations are based. Thus, to create an accurate propagation study, there must be both a good program and an experienced engineer defining the parameters.

Comp Comm uses a proprietary "Real World" program to create its propagation studies. The model used for the coverage prediction is based on Okumura studies and is well established in the wireless communications industry. This program was developed by Comp Comm's engineers and has been in use (in various versions) for 20 years. The results are then mapped for viewing and printing using ArcView™, a well-established GIS mapping application.

Because of the variations possible in these input parameters – the "art" of the design process – different propagation studies created by different individuals and/or different programs can look quite different. This may result in an "apples and oranges" situation when one is trying to compare two propagation studies created by two different programs or people for the same site. To enable such future analysis and interpretation of the propagation studies developed as part of this project, and to allay any potential concerns that these propagation studies are not comparable to others that might be reviewed, we have specified (below) the parameters used therein.

The environment in [MUNICIPALITY] would generally be considered ["TYPE"]. Therefore, we used "suburban" environment calculations to create the propagation studies. Our input parameters have been tuned to and compared favorably with propagation studies submitted by various carriers whose sites we have evaluated.

The following parameters were used in our studies:

Frequency: 1900 MHz (PCS)

Path: "Talk-out" (base-to-mobile)

Base Station Antenna: 10 dB omnidirectional (exceptions noted)

Base Station ERP: 300W (exceptions noted)

Base Station Antenna Downtilt: 0 degrees

Mobile Antenna: omni-directional, 0.0 dB gain

Mobile Radiation Center: 4 ft. AGL

Okumura Receiver Height/Gain Factor: -3.3 dB

Study Radius: 5 km (exceptions noted)

Additional Path Loss: 13.5 dB

Base Station Latitude, Longitude, Ground Elevation and Rad Center Height AGL are as declared in the section explaining each site (see also Appendix I).



The colors of the coverage areas (“coverage bands”) on the propagation studies can be interpreted as follows:

<i>Light Blue Area</i>	<i>>-75 dBm</i>	<i>Good Urban In-Building Coverage</i>
<i>Yellow Area</i>	<i>-75 dBm to -80 dBm</i>	<i>Good Suburban In-Building Coverage</i>
<i>Pink Area</i>	<i>-80 dBm to -85 dBm</i>	<i>Good In-Vehicle, Good-to-Fair Suburban In-Building Coverage</i>
<i>Magenta Area</i>	<i>-85 dBm to -90 dBm</i>	<i>Fair In-Vehicle, Good Outdoor, Spotty In-Building Coverage</i>
<i>White Area</i>	<i>< -90 dBm</i>	<i>Spotty-to-No In-Vehicle, Fair-to-No Outdoor Coverage</i>

The less negative the signal strength, the stronger the signal. Thus a -75 dBm signal is stronger than a -95 dBm signal (just as -5° is “warmer” than -15°). Stronger signals are needed to travel through walls or car windows to reach inside buildings or cars. The stronger the signal required to penetrate into the environment, the more difficult the area is to “cover”. Thus, in order of difficulty, Urban In-Building coverage is the most difficult to achieve (requires the strongest signal), next is Suburban In-Building, followed by In-Vehicle coverage. Outdoor coverage is the “easiest” (can be achieved with a less strong signal) because the signal doesn’t need to travel through so much additional matter. This is important when evaluating service quality in different parts of the coverage area.

The coverage bands, above, mean that In-Building coverage becomes unreliable approximately at the pink-magenta boundary while In-Vehicle coverage generally extends well into the magenta areas. Outdoor coverage would generally be good in all colored areas. In all cases, lots of dense foliage (such as in the village) may limit signal “reach”.

Carriers usually use an array of directional antennas, generally pointing at 3 different and evenly-spaced compass points. The orientations of these antennas (the direction each antenna is “pointed”) depends on the area the carrier is trying to cover, for example centered on a main road. Coverage will extend farther (signal gain will be higher) along the centerline of the antenna’s orientation and less in the areas off to the sides of the antenna centerlines, thus creating the typical lobed (flower petal) pattern of coverage seen on many propagation studies. An omnidirectional antenna provides equal gain in all directions, no lobes or lower power points. Because we didn’t want to arbitrarily select the orientations of a directional antenna array in our studies, we used an omnidirectional antenna for most of these studies, which models the peak gain (farthest coverage) that would be obtained with a comparable directional antenna. Thus, while our studies show approximately round or circular patterns of coverage, actual coverage from actual directional antennas would likely have some lower power points (less coverage) at the low gain points. In other words, coverage could be less in some directions (between the “petals”) than shown for the omnidirectional antennas, but the orientations of these antennas would be chosen so that these areas would be minimally impactful.

Although there is no regulatory standard for what constitutes “good coverage”, these numbers are based on our experience and contact with network designers, and derived from the performance characteristics of equipment currently in use in most wireless networks (particularly the power levels and sensitivity of current handsets).

ATTACHMENT V.

WIRELESS COMMUNICATIONS FACILITY HIERARCHY OF SITING PREFERENCES

The Town has identified certain Areas of Opportunity, which are areas, properties, zones or types of installations, circumstances, or conditions where the Town would be amenable to the installation of new wireless communications facilities. Areas of Avoidance are areas, properties, zones or types of installations, circumstances, or conditions where the Town wishes to discourage the installation of new wireless facilities. Other scenarios may be intermediate between the two – allowed under certain circumstances. This plan and the revised ordinance lays out a hierarchy of preferences (see below) according to which new wireless facilities can be evaluated. To secure approval for a situation further down the hierarchy, an applicant would need to demonstrate that no more preferred option is feasible.

I. Areas of Opportunity

- Stealth installations on existing structures.
- Co-location on existing cell towers with no height increase.
- Co-location on other existing towers (e.g., high-tension power stanchions) with no height increase.
- Co-locations on existing structures with a height increase of less than 10 feet.
- New stealth-designed purpose-built structures in Industrial or Highway Maintenance zones, not to exceed 150 feet AGL.
- New stealth-designed purpose-built structures on fire or police station properties and other Town-owned land.
- Installations making use of new technologies such as DAS or microcells, using the public rights-of-way.

II. Areas of Avoidance

- Any installation in an area designated as Historic, Scenic, or Environmentally Sensitive (including agricultural lands, wetlands, pine barrens, ocean fronts and viewsheds), except where “fully-stealthed” installations are used.
- New installations in a quasi-public location (such as a fire department, school, or church) in a single family residential (“SFR”) zone, except where “fully-stealthed” installations are used.

III. Hierarchy of Siting Preferences

The following Areas of Opportunity are preferred, in the following rank order:

1. Stealth installations on existing structures or collocation on existing stealth installations which do not increase the total height of the structure.
2. Stealth installations on existing structures or collocation on existing stealth installations which do not increase the total height of the structure more than 10 feet.
3. New stealth designed purpose-built antennal support structures in Industrial or Highway Maintenance zones.



4. New stealth designed purpose-built antennal support structures on fire or police station properties and other Town-owned land.
5. Installations making use of new technologies such as DAS or microcells that utilize the public rights-of-way and are smaller and have less visual impact than traditional wireless installations.

The following are neither encouraged nor discouraged, but are to be considered in the following rank order if none of the above options can reasonably meet the carrier's requirements.

6. Co-location on existing non-stealth purpose-built antenna support structures with no associated height increase.
7. Co-locations on existing non-stealth purpose-built antenna support structures with a height increase of less than 10'.
8. New stealth structures on other publicly-owned land not specifically excluded below.
9. New stealth structures on privately-owned land not specifically excluded below.
10. Stealth installations on existing structures or collocation on existing stealth installations with a height increase greater than 10'.
11. Co-locations on existing non-stealth non-stealth purpose-built antenna support structures with a height increase of less than 10'.

The following Areas of Avoidance are highly discouraged, in the following reverse order:

12. New stealth towers located in close proximity to existing stealth towers (e.g., a second tree or flagpole near an existing similar one).
13. New installations in a quasi-public location (fire department, school, church) in a SFR (single family residential) zone, except stealth installations as listed in #1, above.
14. Any installation in an area designated as Historic, except stealth installations as listed in #1, above.
15. Any installation in an area designated as Scenic, except stealth installations as listed in #1, above.
16. Any installation in an area designated as Environmentally Sensitive (including agricultural lands, wetlands, pine barrens, ocean fronts and viewsheds), except stealth installations as listed in #1, above.

ATTACHMENT VI. WIRELESS COMMUNICATIONS ANTENNA TYPES & USES

COMMON CELLULAR/PCS ANTENNA TYPES

Panel Antenna

- Panel antennas are the most common antennas used for cellular and PCS applications.
- Panel antennas transmit/receive signals over a certain horizontal angle (or “beamwidth”), commonly 60, 90 or 110 degrees.
- Multiple panels pointing in different directions are often arranged together to cover a 360° area.
- Multiple panel antennas pointing in the same direction (creating “antenna diversity”) are used to increase capacity and improve signal range and quality.
- Panel antennas for cellular and PCS use are generally a few inches wide, a few inches deep and a few feet tall: 6” x 8” x 42” would be typical.
- Panel antennas can transmit signals up to a few miles.



Variations on Panel Antennas

- Low-profile or flush-mount panel antennas can be used to decrease the visual impact of a cell site.
- With low-profile antennas, the number of antennas on a tower is limited, which limits the range and capacity of the site.
- Stealth installations such as flagpoles typically use a kind of low profile panel antenna.



Omni-Directional or Whip Antennas

- Omni or whip antennas transmit and receive signals over 360°, hence the name “omni-directional.”
- Omni antennas are not commonly used for cellular or PCS applications. The capacity (number of calls) and power levels carried by an omni antenna are less than for a panel antenna because their energy is spread over a wider area..
- Omni antennas are more commonly used for public safety (fire & police) or “ham” radio applications.
- Whip antennas for cellular or PCS applications can range from a couple feet long to more than 12' long, and are generally less than a couple inches in diameter.
- The telescoping antenna on many radios is a small variety of an omni-directional antenna, as are the small antenna “stubs” on some cell phones.



Comp Comm, Inc.

DAS antennas

- DAS or Distributed Antenna Systems are a variation on cellular/PCS networks, but they use lower power and are designed for each site or node to serve a much smaller area.
- DAS antennas are usually smaller panel or omni antennas.
- DAS antennas are generally mounted on existing structures like telephone poles or street lights.
- DAS antennas can cover up to ½ mile.



NectG Networks, Inc.



NectG Networks, Inc.



WiFi antennas

- Municipal or wide-scale WiFi systems use a variety of antenna types, including panel and omni, but are much smaller and lower power than for cellular or PCS applications.
- A muni WiFi antenna is generally mounted on an existing structure such as a telephone pole or street light, or on the wall of a building (either outside or inside as in arenas or airports).
- “Personal” WiFi generally uses a small antenna that is incorporated into the wireless modem or router “box”, or a small omni antenna mounted to the box exterior. This is a very low power antenna.
- These antennas typically transmit/receive up to a couple hundred foot radius.



BelAir Networks, Inc.

OTHER ANTENNA TYPES

Wireless communications facilities often carry other types of antennas for other purposes. These include:

GPS antennas

- GPS antennas are usually small (4” to 6”) antennas under RF-transparent radomes (covers), which are used to receive the GPS signal from the GPS satellite network.



National Geodetic Survey



National Geodetic Survey

Drum antennas

- Drum antennas are large antennas, up to a couple feet in diameter, often located on tall lattice towers or large buildings.
- These are very high power and highly directional (focused) antennas, and are commonly used for point-to-point microwave relays.
- They are generally used as a substitute for high-speed data lines.
- Drum antennas transmit signals over many miles. Each one is paired with a matched drum antenna at the other end of its signal path.



Andrew Corporation



Comp Comm, Inc.



Dish (Parabolic) antennas

- Dish antennas are primarily receive-only antennas.
- They are used primarily for receiving and collecting satellite signals.
- Dish antennas can range in size from about 18” in diameter (e.g., DirectTV) to 6’ or more (CATV company receive stations, military and airport applications).



Wikipedia.org

Yagi antennas

- Yagi antennas come in many forms, but typically look like some variation of the old TV antenna – one main “spine” with many “arms” sticking out from it.

ATTACHMENT VII. GLOSSARY

ALTERNATIVE TRANSMISSION SUPPORT STRUCTURES: Man-made structures supporting wireless communications antenna that are not built expressly for that purpose and have a primary function unrelated to wireless communications. Examples include clock towers, bell towers, church steeples, water towers, light poles, utility structures, elevated roadways, bridges, flagpoles, warehouses, factories, windmills, barns, silos, commercial buildings, commercial signs, multi-family buildings, and publicly-used structures such as police and fire stations, libraries, community centers, civic centers, courthouses, churches, schools, and hospitals.

ANTENNA: An device for transmitting or receiving such communications signals as electromagnetic waves, digital signals, analog signals, and radio frequencies (excluding radar signals). Examples include whip (omnidirectional antenna), panel (directional antenna), disc (parabolic antenna) or similar device.

ANTENNA ARRAY - One or more antennas.

BACKHAUL NETWORK: Communications transmission lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long-distance providers, or the public switched telephone network.

BASE EQUIPMENT/BASE STATION: Ground-mounted equipment integral to the operation of an antenna system such as backup power supplies, electric and telecommunications backboards, wiring, grounding loops, equipment enclosures or cabinets, security fencing and lighting. Base equipment located in a discrete area is considered a "Base Station".

CO-LOCATION: The use of a single mount on the ground by more than one provider (vertical co-location) and/or several mounts on an existing tower, building or structure by more than one carrier for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

EQUIPMENT CABINET/EQUIPMENT SHELTER: An enclosed structure that houses the equipment for a wireless communications facility, such as batteries and electrical equipment.

FAA: The Federal Aviation Administration.

FCC: The Federal Communications Commission.

LATTICE TOWER: An antenna support structure that has open-framed supports on three or four sides.

MONOPOLE: A free-standing transmission support structure consisting of a single pole.

MOUNT: The structure or surface upon which antennas are mounted. Types of mounts include:

- **ROOF-MOUNTED -** Mounted on the roof of a building



- SIDE-MOUNTED - Mounted on the side of a building
- GROUND-MOUNTED - Mounted on the ground
- STRUCTURE-MOUNTED - Mounted on a structure other than a
 - Building
- INTERIOR-MOUNTED- Mounted within a building or building appurtenance

STEALTH INSTALLATION: Installation of wireless communications equipment, typically antennas, in which it is concealed, camouflaged, or otherwise does not appear to be communications equipment, but instead is integrated as an architectural feature or appears to be a normal part of the landscape so that the purpose of the facility for providing wireless services is not readily apparent to a casual observer.

TRANSMISSION SUPPORT STRUCTURE: Any structure designed and constructed primarily for the purpose of supporting one or more antennas for telephone, television, radio and similar communication purposes, including self-supporting lattice towers, guyed towers or monopoles. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like.

“WI-FI” (WIRELESS FIDELITY): A branding term used to signify compliance with the IEEE 802.11b standard for wireless Ethernet that is used to connect devices such as computers together using a wireless connection. Instead of computers being connected with network cables, signals are sent over radio frequencies using wireless network cards and hubs.

WIRELESS (TELE)COMMUNICATIONS FACILITY OR COMMUNICATIONS FACILITY: An antenna, Transmission Support Structure, and base station, either individually or together, used for the provision of wireless services such as voice, data, images or other information including, but not limited to cellular telephone service, personal communications service (PCS), paging service, public safety communications and public wireless internet.

ATTACHMENT VIII. WIRELESS COMMUNICATIONS IMPLEMENTATION PLAN

What follows is an “Action Plan” for implementing the recommendations given in Chapter VII of the Wireless Communications Master Plan. It specifies the parties primarily responsible for the implementation of each strategy, other involved parties, time frames and estimated costs.

Please note that among the Plan’s recommendations is the designation of specialized staff to manage the development review process for wireless facilities and to monitor their compliance with local, state and federal regulations. Detailed under Policy I.5, this recommendation should be considered a prerequisite for ongoing implementation of the Wireless Communications Master Plan. Wireless staff may occupy newly established position(s) if warranted by the level of wireless facility development, or they may be existing employees who are assigned responsibility over wireless communications facility development and monitoring.

This “action plan” plan first presents the recommendation to designate wireless staff, then groups implementation tasks into three categories:

1. Recommendations implemented through the ordinance update. Since the ordinance is being amended concurrently with the completion of the Wireless Communications Master Plan, these recommendations should function as a “checklist” to ensure that it complies with the goals and objectives of the Plan;
2. Recommendations implemented through the facility application and review process; and
3. Recommendations to be implemented through facility planning and monitoring.

Implementation Prerequisite: (from Policy I.5) Designate staff to implement and enforce all Town policies relating to wireless communications facilities.	
Primary Responsibility	<ul style="list-style-type: none"> • The Land Management and General Services Departments. These departments collaborated on the preparation of the Wireless Communications Master Plan, and will both be involved in ongoing implementation. Collaboration should extend to the identification and deployment of Wireless Communications Staff, and the determination of whether the degree of wireless facility development in Town is sufficient to warrant the creation of a Wireless Communications division.
Involved Entities	<ul style="list-style-type: none"> • The Town Board will be involved in approving any new positions. • The reorganization to concentrate wireless communication facility review and monitoring may be accomplished within existing civil service positions and titles. However, if the Town chooses to consolidate site plan review, long-term wireless facility planning, and facility monitoring and inspection duties within a single position, then the CSA and Suffolk County Civil Service would be involved in approving changes to duty statements and position classification.



Implementation Prerequisite: (from Policy I.5) Designate staff to implement and enforce all Town policies relating to wireless communications facilities.	
Time Frame	<ul style="list-style-type: none"> • Within three months of adopting the Wireless Communications Master Plan the Land Management and General Services Departments should identify specific existing personnel to focus on wireless communications facilities. • The need for additional staff should be reviewed on an ongoing basis as needed, but at least annually.
Budgetary and other considerations	<ul style="list-style-type: none"> • Initially, the fulfillment of this recommendation involves the concentration of activities currently performed by various Town personnel into one or more staff who will be designated specialists. • New technical assistance and facility monitoring activities will require some additional staff time, potentially calling for the acquisition of new staff. • The implementation of recommendations calling for annual fees will finance all current and new staff activity related to wireless communications facilities.

I. Recommendations to be implemented through the ordinance update.	
Primary Responsibility	<ul style="list-style-type: none"> • These recommendations are to be implemented by the Town staff in the Land Management Department's Long Range Planning Division who are drafting the ordinance update.
Involved Entities	<ul style="list-style-type: none"> • Town Management Services is managing the ordinance update and providing oversight. • The Town Attorney's Office will provide review and input. Consultants to the Wireless Communications Master Plan, including a legal consultant, may also be involved in the review. • The Town Board will review and approve/adopt the ordinance update. • The ordinance will be subject to SEQRA review, including review by all relevant Town boards, the public, industry representatives, neighboring communities, and the County. • Town Wireless Staff will ensure compliance with the new ordinance.
Time Frame	<ul style="list-style-type: none"> • The time frame for the ordinance update is concurrent with the adoption of this Wireless Communications Master Plan. • Implementation of the ordinance provisions will be ongoing, and tied to application activity.



I. Recommendations to be implemented through the ordinance update.		
Budgetary and other considerations	Staff time, as needed.	
Applicable Recommendations	Policy Number	Recommended Strategy
	1.1	Identify “areas of opportunity” and “areas of avoidance” for siting wireless telecommunications facilities, along with a preferred hierarchy of locations and installation types.
	1.2	Require pre-application meetings to review, comment on, and guide the siting and design of new facilities.
	1.4	Require each new wireless facility applicant to provide the Department of Land Management with its own inventory of existing transmission support structures, or sites approved for towers or antennas, of which the applicant is aware that are either within the jurisdiction of the Town or within one mile from its border.
	1.6	Update the review and permitting process for wireless facilities in a way that balances requirements for impact mitigation with the desire for expanded service.
	2.1	Require applicants for permits to build new transmission support structures to demonstrate there is no feasible alternative.
	2.2	Provide streamlined permitting as an incentive for the use of preferred siting, but maintain a requirement for Architectural Review Board referral.
	Applicable Recommendations	3.1
5.1		Require applicants to provide an affidavit demonstrating they have made a good faith effort to identify potentially suitable existing structures in neighboring municipalities, when the proposed location is within two miles of another jurisdiction. The affidavit should include proof that contact was made with the relevant authorities in neighboring municipalities, water districts and fire districts.
7.1		Require applicants to submit a visual analysis demonstrating whether and how facilities may be shielded from public view or otherwise disguised.
7.2		Require that wireless service facilities blend harmoniously with their surroundings in shape, color, material, and texture.



I. Recommendations to be implemented through the ordinance update.		
Applicable Recommendations	7.3	Require building mounted antennas be painted to match the exterior of the structure to which they are attached.
	7.4	Require towers, monopoles and the like to be painted light blue or light grey.
	7.5	Require architectural review for all building-mounted and stealth-type installations, and for all installations on historic structures, in historic districts, on Town parklands and in business improvement districts.
	7.6	Require equipment to be located underground or enclosed in architecturally compatible structures.
	7.7	Require security fencing and landscape screening to utilize styles, materials and plant materials found in the immediate vicinity.
	7.6	Require applicants utilizing stealth techniques to identify where such techniques are currently in use elsewhere in the Town and neighboring jurisdictions when appropriate.
	7.7	Prohibit text, logos, images and any other form of advertising or promotional signage on wireless telecommunications facilities.
	7.8	Provide for facilities to be exempt from camouflage requirements when they can be demonstrated to be of outstanding, unique and artistic architectural design
	8.1	Limit the height of new wireless telecommunications facilities to 10 feet above the height of prevailing development, expressed as the average structure height within 100 feet of the proposed facility. When there is no surrounding development, facility height should be measured against the average tree canopy height within the same 100 foot radius of the proposed facility site.
	8.2	Prohibit the use of guyed structures.
	8.3	Establish limits for the size of antennas and above ground equipment shelters based on type of zoning and land use.
	9.4.c	Provide for expanded public notice requirements for public hearings on proposed new antenna support structures. The area of notification should be larger than what is required for conventional site plan review, to better correspond to the area of visual impact.
	10.1	Require new antenna support structures to be designed in compliance with hurricane and tornado building standards.
10.2	Require security fencing with warning signs around all ground-level installations and equipment. Warning signs should be limited in size, and subject to design review for visual impact.	



I. Recommendations to be implemented through the ordinance update.		
Applicable Recommendations	10.3	Require railings around exposed roof-mounted facilities.
	10.4	Require wireless installations to be accessible for emergency maintenance at all times. Facility signage should contain emergency contact information.
	10.5	Maintain the separation requirements in the Town’s existing wireless telecommunications ordinance, ranging from 100 to 300 percent of the height of the structure, depending on type of surrounding land use.
	10.6	Require demonstration of compliance with FCC regulations on annual basis.
	10.7	When mechanical ventilation, power generators or other sources of noise are proposed in personal wireless service facilities, require applicants to annually demonstrate compliance with the Town’s noise ordinance.
	11.1	Impose a time-limit on permits granted to wireless facilities, requiring renewal every 10 years.
	12.1	Require carriers to notify the Town when they cease operations at a specific site. Facilities that have not been in use by any service carrier for a period of 12-months should be subject to abandonment provisions that provide for removal of a facility by the company and/or property owner.
	11.3	Require a bond for facility landscape maintenance, when appropriate.
	12.2	Require applicants to post bonds to provide for a facility’s removal in the event that it ceases to be used removal of a facility by the company and/or property owner.
	13.1	Enact permitting fees commensurate with the costs of application review and facility monitoring. Because of the need for on-going review and inspections, fees should be levied annually along with the reports required to demonstrate compliance with FCC and local noise regulations.



II. Recommendations to be implemented through the facility permitting and permit renewal processes.											
Primary Responsibility	<ul style="list-style-type: none"> • These recommendations are to be implemented by the Town Wireless Staff assigned to maintain records on wireless communications facilities in the Town; monitor their compliance with local, State and Federal regulations; provide technical assistance to applicants; and manage the application review process. See Implementation Prerequisite (Policy I.5) above. 										
Involved Entities	<ul style="list-style-type: none"> • Town Management Services will support record-keeping functions. GIS will be involved in maintaining up to date maps. • The Planning Board, Architectural Review Board and Town Board will carry out their roles in the development review process. • Building Inspectors will issue permits for Wireless antenna installations that qualify for Tier One classification. • Planning staff in adjacent communities, and in County government, will be contacted as appropriate. 										
Time Frame	<ul style="list-style-type: none"> • Staff assigned to these activities would be identified within three months of Town adoption of the Wireless Communications Master Plan. • On-going, according to the pace of wireless communication facility development. 										
Budgetary and other considerations	Staff time. Costs to be offset by review and other fees paid by the owners and operators of wireless facilities.										
Applicable Recommendations	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Policy Number</th> <th>Recommended Strategy</th> </tr> </thead> <tbody> <tr> <td>1.2</td> <td>[Conduct] pre-application meetings to review, comment on, and guide the siting and design of new facilities.</td> </tr> <tr> <td>1.3</td> <td>Assist carriers in identifying potential locations by maintaining and making available up-to-date inventories of existing and potential antenna support structures.</td> </tr> <tr> <td>3.1</td> <td>When appropriate, work with applicants to identify alternative feasible sites and installations for comparison, in order to allow both the applicant and the Town to explore trade-offs and identify the least intrusive option.</td> </tr> <tr> <td>7.6</td> <td>Assist applicants using stealth techniques to identify where such techniques are currently in use elsewhere in the Town and neighboring jurisdictions in order to avoid the over-utilization of</td> </tr> </tbody> </table>	Policy Number	Recommended Strategy	1.2	[Conduct] pre-application meetings to review, comment on, and guide the siting and design of new facilities.	1.3	Assist carriers in identifying potential locations by maintaining and making available up-to-date inventories of existing and potential antenna support structures.	3.1	When appropriate, work with applicants to identify alternative feasible sites and installations for comparison, in order to allow both the applicant and the Town to explore trade-offs and identify the least intrusive option.	7.6	Assist applicants using stealth techniques to identify where such techniques are currently in use elsewhere in the Town and neighboring jurisdictions in order to avoid the over-utilization of
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II. Recommendations to be implemented through the facility permitting and permit renewal processes.		
		specific types of stealth installations, such as flagpoles and stealth water towers.
Applicable Recommendations	9.1	Ensure that Town officials and staff involved in the review and permitting of wireless facilities are aware of the Town's sensitive resources and the options available for protecting them.
	9.2	Ensure that Town staff and officials involved in the review and permitting of wireless facilities are familiar with wireless technology advances.
	9.3	Maintain a photo collection of examples of successful screening and camouflage techniques. Make the photos available during pre-application and other meetings.
	11.1	Use the permit renewal process to evaluate: <ul style="list-style-type: none"> ▪ whether the facility continues to provide necessary coverage or has been made redundant; ▪ whether new technologies are available to allow for reduced size and/or improved camouflage; ▪ whether the facility has been maintained in compliance with local and federal regulations. A good compliance record should be made a condition for permit renewal, and for the granting of new facilities in the applicant's network.

III. Recommendations to be implemented through facility planning and monitoring.	
Primary Responsibility	<ul style="list-style-type: none"> • As with category II above, these recommendations are to be largely implemented by the Town Wireless Staff assigned to maintain records on wireless communications facilities in the Town; monitor their compliance with local, state and federal regulations; provide technical assistance to applicants; and manage the application review process.
Involved Entities	<ul style="list-style-type: none"> • As noted below, for each task.
Time Frame	<ul style="list-style-type: none"> • As noted below, for each task.
Budgetary and other considerations	<ul style="list-style-type: none"> • As with most other recommendations, implementation will require staff time, with costs to be offset by fees paid by the owners and operators of wireless facilities. New activities that will require substantially greater staff time than is currently expended on wireless facilities management are noted.

III. Recommendations to be implemented through facility planning and monitoring.					
Applicable Recommendations	Policy Number	Recommended Strategy	Involved Entities	Time Frame	Budgetary and other considerations
	1.3	Assist carriers in identifying potential locations by maintaining and making available up-to-date inventories of existing and potential antenna support structures.	<ul style="list-style-type: none"> ▪ GIS 	Ongoing.	
	6.1	Develop a contact list of State and County agencies and authorities with control over non-Town owned public land within the Town, identifying the personnel responsible for potentially leasing those sites to wireless telecom carriers.	<ul style="list-style-type: none"> ▪ Suffolk County Planning Department ▪ New York State Office of Parks, Recreation & Historic Preservation (OPRHP) ▪ New York State Office of General Services (OFS) 	Maintain contact and update list at least annually.	This is a new activity. It is expected to require a few days of staff time to establish the list maintain contacts.
	6.2	Conduct outreach to the contacts identified in 6.1 above to establish communications, identify new wireless telecom projects, and solicit information for the Town's inventories of existing and potential sites.			
	9.2	Identify and circulate information about relevant educational opportunities — e.g. workshops, conferences and seminars — Town staff and officials involved in the review and permitting of wireless facilities.	Information should be circulated to: <ul style="list-style-type: none"> ▪ Planning, Zoning and Town Board members; ▪ Land Management staff 	Ongoing	Staff attending workshops, etc. could amount to several days.
	9.4.a	Make the wireless telecommunications plan widely available through the Town's website	<ul style="list-style-type: none"> ▪ Information Services 	Within one month of Plan adoption.	

III. Recommendations to be implemented through facility planning and monitoring.					
Applicable Recommendations	9.4.b	Prepare a user-friendly informational brochure or “cut sheet” summarizing the measures taken by the Town to govern the siting, design and ongoing maintenance of wireless telecommunications facilities, and the procedures for public review.	<ul style="list-style-type: none"> ▪ The Town Attorney should review the brochures for accuracy in representing the regulations. ▪ Information Services should post the information on the Town’s website. ▪ Management Services and Land Management should distribute as appropriate. 	Within 10-12 weeks of the ordinance update.	In addition to staff time, this item will incur publication costs.
	11.2	Maintain a registry of wireless telecommunications facilities.	<ul style="list-style-type: none"> ▪ GIS (registry information should be entered as metadata on wireless facility maps). 	Establish registry with one year of ordinance update. Revise as needed, at least annually.	
	11.4	Provide for annual inspections to ensure that antennas, support structures, landscaping and other camouflage are maintained in good order.	<ul style="list-style-type: none"> ▪ Building and Zoning 	Designate inspection personnel and establish inspection procedures within the first year after ordinance update.	This activity would require approximately 60 site visits per year, involving staff time and vehicle expenses.
	13.2	Pursue site-lease arrangements with wireless carriers.	<ul style="list-style-type: none"> ▪ Town Management Services ▪ Town Attorney ▪ Town Board 	Ongoing. Wireless staff should initiate contact with carriers shortly after their role in wireless development has been established.	



ATTACHMENT IX
MODEL LICENSE AGREEMENT
FOR THE USE OF TOWN-OWNED PROPERTY BY
WIRELESS COMMUNICATIONS PROVIDERS

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT (the "License") is entered into this _ day of _____, 20__ (the "Date of this License"), between the Town of Southampton ("Licensor"), and _____ ("Licensee").

I. Premises.

Subject to the following terms and conditions, Licensor licenses to Licensee on a non-exclusive basis the real property known as _____ (the "Premises") within the jurisdictional limits of the Town of Southampton and further described in the attached Exhibit A together with a right to use the Premises for pedestrian and vehicular ingress and egress and the installation of utilities serving the Premises and improvements thereon over and across Licensor's property described in the attached Exhibit B (the "Property").

II. Term.

A. The initial term of this License shall be five (5) years (the "Initial Term"), commencing on the earlier of (i) the date Licensee notifies Licensor in writing that Licensee has waived its right to terminate this License pursuant to Section 5 below; (ii) the date Licensee commences construction or installation of its communications antenna improvements on the Premises, or (iii) the first day after expiration of the "Due Diligence Period" under Section 5 (such earlier date being the "Commencement Date"). No right or title in or to the Property shall vest in Licensee until the occurrence of the Commencement Date. The initial term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date.

B. Licensee shall have the right to extend this License for four (4) additional, five-year terms (each being a "Renewal Term"). Licensee's license of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein except that the monthly amount of License Fee shall be as provided in Section 3 below. This License shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the initial term or any Renewal Term and provided that Licensee is not in default of this License on the first day of such Renewal Term.

C. If Licensee shall remain in possession of the Premises at the expiration of the initial term of this License or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month use under the same terms and conditions of this License, except that the monthly License Fee shall be in the amount of 150% of the

greater of (i) the monthly License Fees in effect at the expiration of this Agreement, or (ii) the fair market license fee for the Premises if used in a similar manner. Nothing contained herein shall grant Licensee the right to holdover after the term of this Agreement has expired.

III. License Fee.

A. From and after the occurrence of the Commencement Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of _____ Dollars (\$_____) ("License Fee") The License Fee shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by an amount equal to _____percent (___%¹) per annum above the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Manager's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. If the term commences on other than the first day of a month, the License Fee shall be prorated for that first month for the number of days from the Commencement Date to the end of the month. If, at any time, Licensee fails to make timely payment when due of the monthly License Fee, interest shall accrue on the past due amount at the rate of 18% per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License pursuant to Section 11 herein. All sums payable by Licensee under this License, whether or not stated to be license fees or additional license fees, shall be collectible by Licensor as license fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay license fees (without prejudice to any other right or remedy available therefore).

B. In addition to the Lease Fees noted in Paragraph 3a above, the Licensor shall also receive additional Lease Fees as other users attach to the support structure constructed on Licensor's land. These additional Lease Fees shall be as follows:

- (i) From the First Collocation Tenant (Second user): Licensor shall receive initial Lease Fees equal to the greater of \$6,000/year or twenty five percent (25%) of the annual gross receipts from collocation onto the support structure.
- (ii) From the Second Collocation Tenant (Third user): Licensor shall receive initial Lease Fees equal to the greater of \$6,000/year or thirty three percent (33%) of the annual gross receipts from collocation onto the support structure.
- (iii) From all other Collocation Tenants (Fourth and greater users): Licensor shall receive initial Lease Fees equal to the greater of

¹ An escalation fee of between 3 & 5 percent is the industry norm.



\$6,000/year or fifty percent (50%) of the annual gross receipts from collocation onto the structure.

C. Simultaneously with the execution of this License by Licensee, Licensee has paid to Licensor, and Licensor hereby acknowledges receipt of, a commitment deposit in the amount equal to three (3) times the amount equivalent to one month's License Fee under this License (the "Commitment Deposit"). Upon the commencement of the term of this License, the Commitment Deposit shall be applied to the License Fee hereunder and the remainder owed for the first year shall be immediately due and payable. Otherwise, the Commitment Deposit shall be retained by Licensor as hereinafter provided in Section 5 hereof.

D. Licensee shall have the right to use a direct deposit system with regard to License Fee payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit. The implementation of the direct deposit system shall be at Licensee's expense.

IV. Permitted Use.

A. The Premises may be used for (i) the transmission and reception of communication signals within or utilizing the _____") frequency band (___ to ___ MHz and ___ to _ MHz) provided further that such frequency or frequencies is within those for which Licensee, or any entity which controls, is controlled by or is under common control with Licensee, is duly licensed by the Federal Communications Commission, and (ii) the construction, alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises or violate Licensee's duties of non-interference set forth herein (collectively, "Licensee's Permitted Use").

B. Licensee or its affiliates shall have the right, at its expense, to install, construct and maintain on the Premises (i) a monopole or self-supporting tower, not to exceed _____ (___) feet in height capable of supporting Licensee's Communication Equipment and two other carrier subtenants (the "Antenna Tower") and (ii) a pre-fabricated building not to exceed two hundred square feet (200') (the "Building") for Licensee's Permitted Uses described in Section 4.a. above. The Antenna Tower and Building shall house and contain the equipment described on Exhibit C annexed hereto ("Communications Equipment"). The Antenna Tower and Communications Equipment are sometimes hereinafter collectively referred to as "Antenna Facilities". The Antenna Tower must be built with sufficient structural capacity to hold at least two additional wireless communications carriers in full sectorized arrays. Licensee makes no warranty that the future tower users will not cause interference in or on the property. A full sectorized array shall mean (i) _____ (_____) panel antennas together with all associated cable, wire and other miscellaneous hardware or (ii) _____ (_____) omnidirectional antennas together with all associated cable, wire and other miscellaneous hardware. All Antenna Facilities shall be constructed, installed and operated within the Premises.

V. Due Diligence Period.

From and after the Date of this License through and including the date which is one hundred and eighty (180) days after the Date of this License (the "Due Diligence Period"), Licensee and its agents, engineers, contractors and other representatives shall have the right to enter upon the Property, upon prior notice to Manager and Licensor, to inspect, examine, sample and conduct all engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for Licensee's Use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise do those things on the Property that, in the opinion of Licensee, are necessary to determine the physical condition of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee, at its own cost and expense, (1) shall repair any damage caused by such examination or inspection and restore the Property to its condition prior to such testing, and (2) shall provide Licensor with an insurance certificate, with limits of coverage and from an insurer licensed to do business in the state and reasonably satisfactory to Licensor, naming the Licensor and Manager as an additional insured for any loss, damage, claims or liability suffered by Licensor, Manager, or by or to any portion of the Property resulting from any of the activities permitted in this Section 5 (such insurance certificate to be provided to Licensor and Manager prior to the commencement of any such activities). Licensee shall not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. If, in the sole and absolute opinion of Licensee, the Premises are not suitable for Licensee's intended use, or Licensee determines that the operation of a communications facility on or within the Premises would not be in Licensee's best interests, Licensee shall have the right at any time prior to the expiration of the Due Diligence Period to terminate this License by sending written notice of termination to Licensor and Manager. In the event of such termination, Licensor shall retain the Commitment Deposit as consideration for Licensee's right to terminate. Thereafter, neither Licensor nor Licensee shall have any further obligation or liability under this License except as otherwise provided herein. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any inspection of the Premises by Licensee and its agents, engineers, contractors and other representatives during the Due Diligence Period, excluding, however, any liability arising from any pre-existing condition.

VI. Interference.

Licensee shall operate its Antenna Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the date of this Agreement including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All



operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Antenna Facilities causing such interference.

A. Licensor shall not alter its existing or contemplated use of the Property, nor shall Licensor permit any lessees, licensees, employees, invitees or agents obtaining rights to the Property from and after the date hereof to use, any portion of the Property in any way which interferes with the operations of Licensee. Without limiting the generality of the foregoing, Licensor hereby acknowledges that in the event of any interference with Licensee's Permitted Use as a result of the transmission or reception (or both) of radio, microwave or other telecommunications signals by a future lessee, licensee or occupant of the Property, Licensee's rights hereunder to conduct Licensee's Permitted Use shall be and remain superior to the rights of any such future lessee, licensee or occupant, subject, however, to the provisions of Section 6.d. below. Licensor further acknowledges that interference with Licensee's operations shall cause Licensee to suffer irreparable injury and entitle Licensee, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference against the interfering party.

B. Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters.

Notwithstanding the foregoing, Licensee's right to be free from interference and Licensor's duties concerning the prevention and/or correction of interference shall be subject to Section 6.d. below.

C. In the event that Licensee commences using the Premises in a manner as to which Licensee is not presently licensed by the FCC but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other Licensees, licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above in Section 6.c. with respect to a future use of the Premises by Licensee as described in this Section 6.d.

VII. Improvements; Utilities.

A. Prior to installing or allowing any Antenna Facilities to be installed in or on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor, with a copy to Manager, for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Antenna Facilities. The Antenna Facilities to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensor's approval of any installation is not a representation that such installation of the Antenna Facilities is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property. Licensee hereby confirms and agrees that its Antenna Facilities shall be installed and operated solely within the Premises.

B. All work by Licensee shall be performed in compliance with applicable laws and ordinances. During Licensee's construction of its Antenna Facilities, Licensee shall have, and Licensor hereby grants to Licensee, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting there from on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee in such temporary easement area and return such area to Licensor in the condition existing prior to construction (subject to normal wear and tear).

C. Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to

have been furnished at the instance of Licensee. The Antenna Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

D. Licensee will notify Licensor prior to commencing Licensee's installation work on the Property. Prior to commencing any installation, Licensee will at its own cost and expense deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 14 of this License, covering the risk during the course of performance of Licensee's installation, has been obtained and is in place, which policy as endorsed will protect Licensor and Manager (and Licensor's property manager, if applicable, with respect to the Property) against any claim or liability arising out of the installation. Licensee's contractor will name Licensor and Licensor's property manager as additional insured under contractor's insurance policies. Prior to Licensee's commencement of the installation of the Antenna Facilities, Licensee shall provide Licensor with copies of any Governmental Approvals obtained by Licensee with respect to this License.

E. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises (other than with respect to the temporary construction easement described in Section 7.a. hereof, which shall be subject to Licensee's duty to restore such area as provided therein). Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

F. Following any termination or expiration of this License, Licensee shall remove all of the Antenna Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Antenna Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove such Antenna Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Antenna Facilities within the next succeeding ninety (90) day period, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Antenna Facilities abandoned, whereupon the Antenna Facilities shall become Licensor's property. Notwithstanding anything herein to the contrary, Licensee shall not remove the Antenna Tower at any time during the term of this Agreement without Licensor's written approval and Licensee shall offer to transfer title to the Antenna Tower to Licensor for Ten Dollars (\$10.00) upon the expiration or earlier termination of this Agreement.

G. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License. Licensee agrees to maintain the Antenna Facilities in proper operating condition and within

industry accepted safety standards. All installations and operations of the Antenna Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Antenna Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

H. Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators). All utility routes must be approved by Licensor prior to construction. Licensee agrees to have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage.

VIII. Technical Standards.

Licensee agrees that the installation, operation and maintenance of its Antenna Facilities shall at all times, and at Licensee's expense, comply with all applicable governmental laws and regulations and with such technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). The current Technical Standards are attached hereto as Exhibit D. If (i) any applicable governmental laws and regulations or (ii) any new technical standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions at Licensee's sole expense within thirty (30) days thereafter.

IX. Access.

Licensee and its "authorized personnel" shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements and reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such access to the Premises.

X. Event of Default.

It shall be an Event of Default if any one or more of the following events shall occur:

A. Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licensor (provided,

however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or

B. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

C. Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

1. upon three (3) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

2. whether or not Licensor has elected to recover sum set forth in (i) above, terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

3. suspend the supply of electrical power to the Antenna Facilities until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

D. In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

XI. Termination by Licensee.

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this License may be terminated by Licensee in the following circumstances:

- A. After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if it is unable to obtain, maintain or reinstate within thirty (30) days any easement, license, permit or Governmental Approval necessary for the construction or operation of the Antenna Facilities in accordance with Licensee's Permitted Use (Licensee shall at all times use its diligent efforts in good faith to obtain and maintain any Government Approvals if it desires to terminate pursuant to this section);
- B. After the Initial Term, upon sixty (60) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Antenna Facilities in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an Existing Licensee);
- C. After the Initial Term, upon ninety (90) days prior written notice, and upon payment to Licensor of a termination fee equal to nine (9) months of the License Fees at the then current rate, if Licensee determines that, based on (i) technology, or (ii) changes in system design or system usage patterns, Licensee's use of the Antenna Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system. Such termination fee shall be payable at the time Licensee notifies Licensor of its election to terminate this License.
- D. Upon Licensee terminating in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

XII. Casualty and Condemnation.

- A. If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.
- B. If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 12 (a)) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be

effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

XIII. Taxes.

Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

XIV. Insurance, Release and Hold Harmless.

A. Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

- (i) Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000;
- (ii) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$2,000,000 combined single limit; and
- (iii) "All-risk" property insurance insuring the Antenna Facilities and its appurtenant personal property for full replacement costs.

All policies shall be written by an insurer acceptable to Licensor licensed to do business within the State where the Premises are located and shall provide a thirty (30) day notice of cancellation to Licensor. Such insurance shall name Licensor, Licensor's property manager, and Manager as additional insured's. All policies, including any renewals thereof, must specify that such coverage shall not be canceled or materially changed without a minimum of thirty (30) days prior written notification to Manager and Licensor.

B. Licensee shall require that its contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that the following insurance is maintained:

- (i) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$1,000,000 combined single limit.

- (ii) Commercial Liability Insurance with minimum limits no less than \$1,000,000 combined single limit and Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by or on behalf of Licensee.
- (iii) Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000.
- (iv) Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by Licensor.

All policies shall name Licensor, Licensor's property manager, and Manager as additional insured's, and all shall contain a thirty (30) day written notice of cancellation to Manager and Licensor.

C. Licensee hereby releases Licensor, Licensor's property manager, Manager, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 14.

D. Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

- (i) any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Antenna Facilities, except if such work or act is done or performed by Licensor or its agents or employee
- (ii) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;
- (iii) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

(iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

E. Licensors agree to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Licensors or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors.

F. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

XV. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Town of Southampton, to:

Attention: _____

with a copy to:

James Hobson, Esquire
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Ave, N.W.
Suite 1000
Washington D.C. 20036



If to Licensee, to:

Attention: _____

With copies to:

Attention: _____

or to such other address as each party may designate for itself by like notice given in accordance with this Section 15. Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice. Any notice herein which is required by Licensor may be given by Manager and shall be deemed effective for all purposes herein.

XVI. Quiet Enjoyment, Title and Authority.

Licensor covenants and warrants that (i) it has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good and marketable title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, license or other agreement binding on Licensor; (iv) Licensee shall have the quiet enjoyment of the Premises, and Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period; and (v) if the Premises are encumbered by a deed to secure debt, mortgage or other security interest, Licensor will make a reasonable, good faith effort to provide promptly to Licensee a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") on such lender's or mortgagees then current form. Licensor will permit Licensee to contact such holder directly and will cooperate with Licensee in connection with any such discussions between Licensee and such holder concerning an SNDA.

XVII. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor represents, warrants and agrees (1) that neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed in this License, and (2) that Licensor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Licensor and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs

(including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. In addition, Licensor shall defend, indemnify and hold harmless Licensee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition of the Site, including costs of remediation, which are not the result of any act of Licensee. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

XVIII. Assignment and Sublicensing.

A. Licensee may assign this License and its other rights hereunder (including, without limitation its right to renew) or sublet the Premises or any portion thereof, to any person or business entity which is an "affiliate" of Licensee without the prior consent of Licensor. For purposes of this subparagraph, affiliate shall mean; (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee. Licensee may not otherwise assign or sublet this License without Licensor's consent, which consent may be withheld or delayed in Licensor's sole discretion except in connection with an assignment as collateral to secure a loan from a bona fide third party lender obtaining such assignment as part of a larger collateral pool. In the event such consent is unreasonably withheld or delayed, Licensee may immediately terminate this License upon written notice to Licensor thereof. Any assignment consented to by Licensor in its sole discretion shall not operate to release the assigning Licensee from its liabilities and obligations arising hereunder; provided, however, that an assignment of this License to an entity having a net worth of \$50,000,000 or more (or to an entity providing a guaranty in Licensor's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Licensee hereunder.

B. Licensee shall to sublicense portions of the Antenna Tower and provide access thereto, to any third party (including those proposed by Licensor) provided the Sublicensee (defined below) executes a separate ground license or lease with Licensor (Licensor shall retain all of the revenues from any such ground license or lease) and all of

the following terms and conditions have been sufficiently satisfied and established to Licensee's reasonable determination:

- (i) the proposed subtenant or sublicensee ("Sublicensee") has provided evidence that it is financially capable of satisfying or fulfilling its obligations under the Sublicense (defined below), provided however, all FCC licensed ESMR, PCS and Cellular licensees shall be deemed approved without any further showing;
- (ii) there exists sufficient physical space on the Antenna Tower for the Sublicensee's proposed use, as evidenced by a structural load analysis to be performed by the manufacturer of the Antenna Tower or such other qualified party as may be reasonably acceptable to Licensee, which analysis shall be performed at the sole cost and expense of the Sublicensee;
- (iii) the Sublicensee's use of the Antenna Tower will be consistent with the terms of Section 6 (Interference) of this License;
- (iv) the Subtenant agrees to lease or license a portion of the Antenna Tower pursuant to a written sublease or sublicense ("Sublicense"), which is satisfactory in form and content, to Licensee in its sole, good faith discretion, provided, however, that the monthly rental amount for use of the Antenna Tower shall be a fair market rate for the geographic region, taking into account the requirement for a separate ground lease. Licensee shall retain all of the revenues from any such Sublicense. Furthermore, the terms and conditions of any Sublicense shall be the same or substantially similar to leases that have been previously executed: (i) between Licensee and the proposed Subtenant; or, (ii) by Licensee as a tenant on other carrier-owned antenna towers in the same geographic license area; and

XIX. Successors and Assigns.

This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

XX. Waiver of Licensor's Lien.

Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Antenna Facilities from time to time in Licensee's sole discretion.

XXI. Miscellaneous.

A. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to

include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

B. Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

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

D. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

E. Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement.

F. This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

G. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

H. The parties hereto acknowledge that Manager and Licensor have entered into a Management Agreement whereby Manager is paid by Licensor with respect to the performance of certain services (including services incident and related to this Agreement). Therefore, Licensor and Licensee further acknowledge and agree that Manager has executed this Agreement as an intended third party beneficiary and that neither party may materially amend or modify this Agreement to the extent the amendment or modification will result in a financial detriment to Manager without the written consent of Manager. By their execution hereof, Licensor and Manager each acknowledge and agree that Manager has represented only Licensor and not Licensee with respect to this License and all negotiations in connection herewith, and that Manager has no claim against Licensee for any commission, fee or other compensation payable

upon execution hereof or with respect to any License Fee at any time payable hereunder, and Manager shall look solely to Licensor for such payment. Other than as expressly provided for in this Section 20.h., all duties, obligations or other benefits owing by Licensee hereunder run solely in favor of Licensor, and Manager shall have no claim or remedy against Licensee (or any party claiming through Licensee) with respect thereto. Manager further acknowledges that Licensee and Licensor may execute and deliver between them, without the necessity of any execution by Manager, a short form or memorandum of License and any amendment of this License with the exception of an amendment prohibited under the first sentence of this Section 20.h.

XXII. Mortgage Subordination.

This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case, this License shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

XXIII. Limitation on Liability.

Anything in this License, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Property; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor, any partner of Licensor, any parent, subsidiary or partner of Licensor or any partner of Licensor, or any of their respective heirs, personal representatives, successors and assigns.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of
the date aforesaid.

TOWN OF SOUTHAMPTON

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT "A"
PROPERTY**

1. The street address of the Property is:
2. The Assessor's Parcel Number is: _____
3. The Property is recorded in the land records of _____
County, _____
 - a. Lot No. _____
 - b. Block No. _____
 - c. Section No. _____
 - d. Subdivision No. _____

**EXHIBIT “B”
PREMISES**

The Premises shall consist of the following:

1. Ground space measuring approximately _____’ in length by _____’ in width, or that which is sufficient to accommodate the Antenna Tower and Building.

[An as-built drawing depicting the Premises shall replace this Exhibit].

EXHIBIT “C”
COMMUNICATIONS EQUIPMENT

1. The Antenna Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below.
2. Building housing communications equipment and appurtenances associated therewith as more fully described below.

Antennas

Number

Type

EXHIBIT "D"
SITE TECHNICAL STANDARDS

I. General

All users shall furnish the following to Licensor prior to installation of any equipment.

- 1) Site application/facilities data sheet.
- 2) Copies of FCC licenses/construction permits.
- 3) Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
- 4) Copies of manufacturer's equipment specifications.

The following will not be permitted without the written consent of Licensor, which consent shall not be unreasonably withheld:

- 1) Equipment which does not conform to FCC Rules and Regulations.
- 2) Any equipment without FCC type acceptance.
- 3) Non-continuous duty rated transmitters used in continuous duty applications.
- 4) Equipment not designed for high-density site applications.
- 5) Nickel plated connectors.
- 6) Add-on power amplifiers.
- 7) Digital/analog hybriding in exciters, unless type-accepted.
- 8) Transmitter outputs without a harmonic filter and antenna matching circuitry.
- 9) Ferrite devices or semiconductors looking directly at an antenna.
- 10) Active or passive devices hidden in inconspicuous locations.
- 11) Cascaded receiver multicouplers/preamps.
- 12) Hybrid equipment with different manufacturers' RF designated markings.
- 13) Equipment with crystal oscillator modules which have not been temperature compensated.
- 14) Open rack mounted receivers and transmitters.
- 15) Change in operating frequency(ies).

II. Radio Frequency Interference Protective Devices

In general, the following minimum specifications will apply:

30-88 MHz

Isolators - minimum 60 dB.

TX output cavity - minimum of 20 dB rejection at ± 1 MHz

High power type, continuous duty for all paging transmitters

130-174 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 25 dB rejection at ± 1 MHz.
406-512 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 25 dB rejection at ± 1 MHz.

806-960 MHz

Dual Stage Isolators - minimum of 60 dB insertion loss allowable.

TX Cavity - minimum of 20dB rejection at ± 5 MHz.

Other frequency ranges as determined by Licensor.

It should be emphasized that the above specifications are minimum requirements. Additional protective devices may be required based upon evaluation of the following information:

Theoretical transmitter mixes, especially second and third order products

Antenna location and type

Combiner/multicoupler configurations

Transmitter specifications

Receiver specifications

Historical problems

Transmitter to transmitter(s) or receivers(s) isolation

Calculated and measured level of intermod products

Transmitter output power and ERP

Spectrum analyzer measurements

VSWR measurements

Existing cavity selectivity

Antenna to antenna proximity

III. All Antennas And Mounts Must Be:

- 1) Mounted only on approved side arms or posts or other specified mounts and only one per mount unless authorized by Licensor
- 2) All mounting hardware galvanized or non-corroding metal.
- 3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- 4) Bonded with copper braid to building ground system, when available.
- 5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) and Scotchkoted (including booted pigtails).
- 6) Must meet manufacturer's VSWR specifications.
- 7) Antennas or hardware with corroded elements must be repaired or replaced.
- 8) Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.

- 9) Unless otherwise authorized by Licensor, all antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.
- 10) Mounting pipes must be cut such that they do not extend above the antenna mounting sleeve.

IV. Antenna Mounts

- 1) 2" or greater heavy wall galvanized mounting pipes must be used.
- 2) No welding or drilling on mounts will be permitted.
- 3) Any corroding hardware must be replaced.

V. Cable

- 1) All antenna transmission lines shall be grounded at the antenna, at the entry point to the equipment room, and in the equipment room, with the appropriate grounding kits.
- 2) All antenna lines to be jacketed Heliax (or equivalent), 1/2" or greater.
- 3) All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the wave guide bridge for the full external run of the line.
- 4) Where no troughs or cable trays exist, all cable must be tied and bundled at not less than 2' intervals.
- 5) No kinked or cracked cable.
- 6) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.
- 7) All cable must be run in troughs or cable trays where provided or indicated.
- 8) All unused lines must be tagged at both ends showing termination points.
- 9) All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" or superflex or equivalent), and not exceed 8' in length.
- 10) All receiver intercabling must be 100% double shielded coax.
- 11) All AC power cords must be 3 conductor with grounding plugs.
- 12) The use of extension cords will not be allowed.

VI. Connectors

- 1) Must be teflon insulated, UHF or N type, including all chassis/bulkhead connectors.
- 2) Must be properly fabricated (soldered if applicable) if field installed.
- 3) Must be taped and "Scotchkoted" at least 4" onto jacket if exposed to weather.
- 4) Male pins must be proper length.
- 5) Female contacts may not be spread.
- 6) Connectors must be tightened mechanically and not just "hand tight".

- 7) Must be silver plated or brass
- 8) Must be electrically and mechanically equivalent to standard OEM connectors.

VII. Receivers

- 1) No RF preamps permitted in front end unless authorized by Licensor.
- 2) All shields must be in place.
- 3) VHF and up must use helical resonator type front ends.
- 4) Must meet manufacturer's specifications, specifically regarding bandwidth, discriminator, drift width, and spurious responses.
- 5) Crystal filters/preselectors/cavities must be installed in receiver ports and inputs where appropriate.
- 6) All repeater CTCSS circuitry must use "AND" logic and be able to be defeated for testing.

VIII. Transmitters

- 1) Must meet original manufacturer's specifications.
- 2) All shielding must be in place and secure.
- 3) Must have a visual indication of transmitter operation.
- 4) Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).
- 5) All low level, pre-driver and driver stages in exciter must be shielded.
- 6) All power amplifiers must be shielded.
- 7) Output power may not exceed specific power guidelines for site, unless otherwise authorized by Licensor.

IX. Combiners/Multicouplers

- 1) Shall at all times meet manufacturer's specifications.
- 2) Must be tuned using manufacturer approved procedures.
- 3) Must provide a minimum of 60 dB transmitter to transmitter isolation.
- 4) Unused combiner ports must be terminated with the proper length shorted stubs or loads.

X. Cabinets

- 1) All cabinets must be bonded together and grounded to the supplied ground cable.
- 2) All doors must be on and closed.
- 3) All non-original holes larger than 1" must be covered with copper screen or solid metal plates.

XI. Installation Procedures

- 1) Installation may take place only after Licensor has been notified of the date and time, and only during normal working hours unless otherwise specifically authorized.
- 2) Equipment may not be operated until the installation has been approved by Licensor, which approval shall not be unreasonably withheld.
- 3) Equipment must remain within its designated floor space at all times.

XII. Maintenance/Tuning Procedures

- 1) All external indicator lamps must be working.
- 2) Equipment parameters must meet manufacturers' specifications.
- 3) All cover, shield, and rack fasteners must be in place and securely tightened.
- 4) Local speakers must be turned off except during service.

XIII. FCC Licensing

- 1) All FCC licenses must be current
- 2) Must be posted as prescribed by FCC rules, with copies to Licensor.

XIV. Interference Diagnosing Procedures

- 1) All Licensees must cooperate in a timely fashion with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved.
- 2) Licensor will provide best efforts to assist in locating and curing all interference problems brought to the Licensor by Licensee. If a specific interference problem as brought to Licensor by Licensee is found to be existing in Licensee's equipment, then Licensee will reimburse Licensor for technical assistance at a reasonable market rate, plus any reasonable expenses.

XV. Miscellaneous

- 1) All installations must be maintained in a neat and orderly manner.
- 2) Doors to equipment and antenna spaces shall be closed and locked at all times.
- 3) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.
- 4) All rubbish related to Licensee's installation and operations must be removed immediately.