

R-12-040



RESOLUTION

**APPROVING A SECOND AMENDMENT TO THE SITE LEASE AGREEMENT WITH
NEW CINGULAR WIRELESS (AT&T / FORMERLY TELECORP) RELATIVE TO ITS
ANTENNA FACILITY LOCATED ON THE MINE FALLS PARK CELL TOWER**

CITY OF NASHUA

In the Year Two Thousand and Twelve

RESOLVED by the Board of Aldermen of the City of Nashua that the attached Second Amendment to Site Lease Agreement with New Cingular Wireless PCS (AT&T / formerly Telecorp) for real property leased at Mine Falls Park for an antenna facility located on the city's cell tower, is hereby approved.

LEGISLATIVE YEAR 2012

RESOLUTION: R-12-40

PURPOSE: Approving a second amendment to the site lease agreement with New Cingular Wireless (AT&T / formerly Telecorp) relative to its antenna facility located on the Mine Falls Park cell tower

SPONSOR(S): Mayor Donnalee Lozeau

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: Additional \$750 in monthly revenue to the city, which will be subject to the 3% annual increase.

ANALYSIS

This resolution approves a second amendment to the Site Lease Agreement between New Cingular Wireless (AT&T / formerly Telecorp) and the City of Nashua. The Site Lease Agreement is for real property leased at Mine Falls Park for an antenna facility located on the city's cell tower. Amendments to the existing agreement include the swapping of three of the existing nine antennas AT&T currently has installed on the tower, adding six remote radio heads and one surge arrestor band, installing two new equipment cabinets on a larger pad, and increasing the monthly rent payments by \$750. This resolution should be referred to the Board of Public Works.

Approved as to form: Office of Corporation Counsel

By: Dorothy Clarke

Date: May 4, 2012

Cell Site No. NH2009
Cell Site Name: NASHUA LINCOLN PARK (NH)
Fixed Asset No. 10073186
Market: New England/New Hampshire
Address: Whipple Street & Mine Falls Park, Nashua, NH 03060

SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between the City of Nashua, a municipality incorporated in the State of New Hampshire, having a mailing address of 229 Main Street, Nashua, New Hampshire 03061 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Site Lease Agreement dated October 5, 1998, whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Property located off Whipple Street at Mines Fall Park, Nashua, NH ("Agreement"); and

WHEREAS, Landlord and Tenant entered into a First Amendment to Site Lease Agreement ("First Amendment"), dated July 12, 2002; and

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

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the Leased Premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the Use and Equipment; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the amount of Rent; and

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

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

- 1. Exhibit A of the Agreement and Exhibit A of the First Amendment are deleted in their entirety and replaced with the document that is attached to this Second Amendment as Exhibit A. The Leased Premises are increased by adding a 4' x 11' concrete pad as shown on Exhibit A.**
- 2. Exhibit B of the Agreement is deleted in its entirety and replaced with the document that is attached to this Second Amendment to Site Lease Agreement as Exhibit B.**

3. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction or installation of its new equipment, Rent shall be increased by Seven Hundred Fifty dollars (\$750.00) per month.
4. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: NH2009; Cell Site Name: NASHUA LINCOLN PARK
 FA No: 10073186
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: NH2009; Cell Site Name: NASHUA LINCOLN PARK
 FA No: 10073186
 340 Mt. Kemble Ave.
 Morristown, NJ 07960-6656

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

If to Landlord: City of Nashua, NH
 Wireless Communications Division
 PO Box 785
 Nashua, NH 03061-0785

With a copy to: City of Nashua, NH
 Legal Department
 CS 2019, 229 Main Street
 Nashua, NH 03061-2019

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

5. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of Attachment 1 hereto. Either party may record this memorandum at any time, in its absolute discretion.

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

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

8. Governmental Mandates. In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

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

“LANDLORD”

City of Nashua, New Hampshire

By: _____

Name: **Donnalee Lozeau**

Title: **Mayor**

Date: _____

“TENANT”

New Cingular Wireless PCS, LLC

By: **AT&T Mobility Corporation**

Its: **Manager**

By: _____

Name:

Title:

TENANT ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the ____ day of _____, 2012 before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ (date) by Mayor Donnalee Lozeau of the City of Nashua, New Hampshire, a New Hampshire municipality, on behalf of the municipality.

Notary Public
Print Name: _____
My commission expires: _____

EXHIBIT A

See attached exhibits comprised of 1-3 pages, last revision date 2-15-12, prepared by Hudson Design Group.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

GROUNDING NOTES

- THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND WORKING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AIA), THE STATE SPECIFIC (L.L. OR M.F.A) LIGHTING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELECOM AND TIA CREATING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
- ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATIONS, RADIO, LIGHTNING PROTECTION, AND AC POWER SYSTEMS) SHALL BE BONDING INSTALLED AT OR BELOW GRADE BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- THE SUBCONTRACTOR SHALL PERFORM IEEE 1100 AND 81) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
- ELECTRICITY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUNDING CONDUCTOR. STANDBY COPPER CONDUCTORS WITH GREEN INSULATION SHALL BE USED IN ACCORDANCE WITH THE NEC. SHALL BE FORMED AND INSTALLED WITH THE POWER CIRCUITS TO ITS EQUIPMENT.
- EACH BITE CABLE TRAIL SHALL BE DIRECTLY CONNECTED TO THE MAST GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL COPPER GROUND WIRE. 6 AWG STRANDED COPPER FOR OUTDOOR BITE.
- EXPOSURE WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
- APPROVED ANTICORROSION COATINGS (N.L. CONCRETE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- ALL BRIDGE BONDING CONDUCTORS SHALL BE CORROSION RESISTANT (E.G. GALVANIZED OR BOND TO THE BRIDGE AND THE TOWER GROUND BAR).
- ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
- MISCELLANEOUS DIELECTRIC AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND BAR, IN ACCORDANCE WITH THE NEC.
- METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH A JAW COPPER WIRE. USE APPROVED GALVANIZED TYPE CONDUIT CLAMPS.
- ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE 1/2" OR GREATER ELECTRICALLY CONDUCTIVE REINFORCING STEEL MUST HAVE IT BONDED TO THE GROUND BAR USING AN ELECTROLYTIC WELD CONNECTION USING #2 AND SOLD TYPED COPPER GROUND WIRE. PER NEC 250.50

GENERAL NOTES

- FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
 - CONTRACTOR - SU
 - SUBCONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION) OWNER - AT&T MOBILITY
- REFER TO THE EXISTENCE OF BITE. THE BONDING SUBCONTRACTOR SHALL VERIFY THE COIL WIRE TO FULFILL WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL APPLICABLE ORDINANCES, RULES, REGULATIONS, AND LAWS. COPIES OF ANY APPLICABLE ORDINANCES, RULES, REGULATIONS, AND LAWS SHALL BE OBTAINED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND STATE COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING ALL MATERIALS AND INSTALLATION AS INDICATED ON THE DRAWINGS.
- "FITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT SHALL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND FITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
- SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND TELEPHONE CABLES AS SHOWN ON THE POWER, CORDING AND/OR TRAIL PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL AND NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
- THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PARALLELS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COUPLER, CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ITEMS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- SUBCONTRACTOR SHALL LEAVE PREPARED IN CLEAN CONDITION.
- ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.
- ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL BE AIR-ENTRAINED AND SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.

- ALL STRUCTURAL STEEL WORK SHALL BE DETAILER, FABRICATED AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS ALL STRUCTURAL STEEL SHALL BE A572 (TYPE 50) UNLESS OTHERWISE NOTED. ALL WELDS SHALL BE A572 (TYPE 50) UNLESS OTHERWISE NOTED. TO WEATHER SHALL BE NOT DIPPED GALVANIZED. TOUCH UP ALL SCRATCHES AND OTHER MARKS IN THE FIELD AFTER STEEL IS ERECTED USING A COMPATIBLE ZINC RICH PAINT.
- CONSTRUCTION SHALL COMPLY WITH UNITS SPECIFICATIONS AND "GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF AT&T MOBILITY SITES."
- CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS BEFORE BEGINNING WORK. ALL DIMENSIONS AND CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- THE EXISTING CELL SITE IS AN FULL COMMERCIAL OPERATIONAL. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AFTER HOURS OF MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER HOURS.
- SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC INTERFERENCE (EMI). ALL WORKERS SHOULD WEAR EMI PROTECTIVE WORK TIGHT COULD EXPOSE THE WORKERS TO DAMAGED PERSONAL OR DANGEROUS EXPOSURE LEVELS.
- APPLICABLE BUILDING CODES:
 - SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (LAW) FOR THE LOCATION. THE EDITION OF THE AIA ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL BE APPLICABLE.
 - ELECTRICAL CODE: 2003 NEC
 - LIGHTING CODE: REFER TO ELECTRICAL DRAWINGS
- SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
 - AMERICAN CONCRETE INSTITUTE (ACI) 318 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
 - MANUAL OF STEEL CONSTRUCTION, ASD, 10TH EDITION
 - TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 221-F.
 - STRUCTURAL STANDARDS FOR STEEL
 - ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: REFER TO ELECTRICAL DRAWINGS FOR SPECIFIC ELECTRICAL STANDARDS.
- FOR ANY COMPLETE DETAILS, SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

Hudson
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22 KERRYWOOD DRIVE
 SALEM, NH 03075

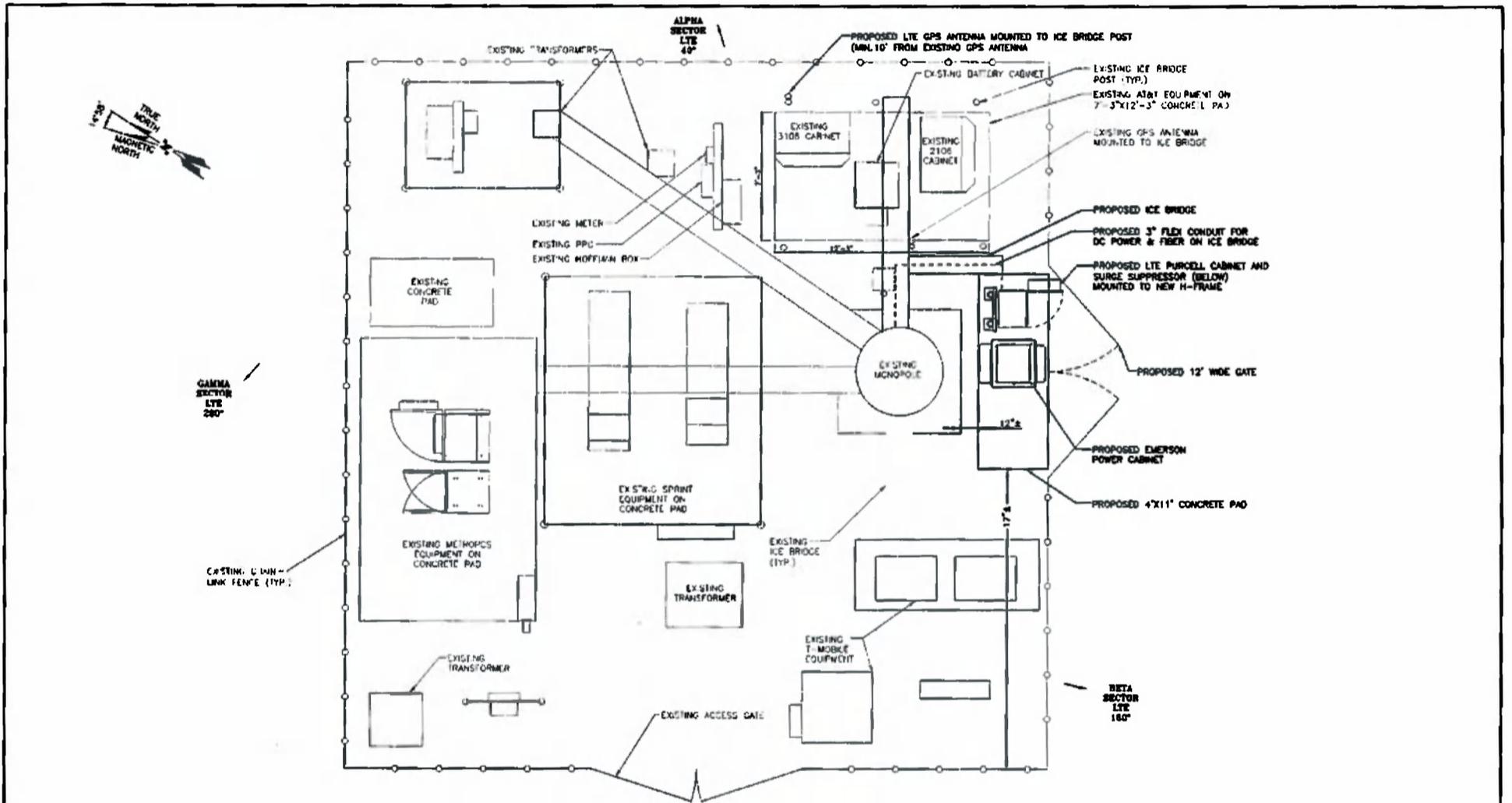
at&t
 553 COCKBURN ROAD
 FARMINGTON, NH 07831

SITE NUMBER: 1602009
 SITE NAME: MINE FALLS
 WHIFFLE ST., MINE FALLS PARK
 NASHUA, NH 03063
 HILLSBOROUGH COUNTY

AT&T
 GENERAL NOTES
 1602009
 04-1
 0

ABBREVIATIONS

ALL	ABOVE GRADE LEVEL	G.C.	GENERAL CONTRACTOR	RF	RADIO FREQUENCY
AWG	AMERICAN WIRE GAUGE	MWB	MASTER GROUND BUS		
BCH	BARE COPPER WIRE	MN	MINIMUM		
BTS	BASE TRANSCIVER STATION	PROPOSED	NEW		TO BE REDUCED
EXISTING	EXISTING	K.T.S.	NOT TO SCALE		TO BE REDUCED
EC	EQUIPMENT GROUND	REF	REFERENCE		AND REPLACED
EGR	EQUIPMENT GROUND BUS	REQ	REQUIRED		TYPE TYPICAL



COMPOUND & EQUIPMENT PLAN

SCALE: 3/8"=1'-0"
 0 1'-0" 2'-0" 3'-0" 4'-0"

Hudson
 DESIGN GROUP
 140 COLCLOUGH STREET
 MILBURN, NH 03055
 TEL: 603-883-4583
 FAX: 603-883-4584

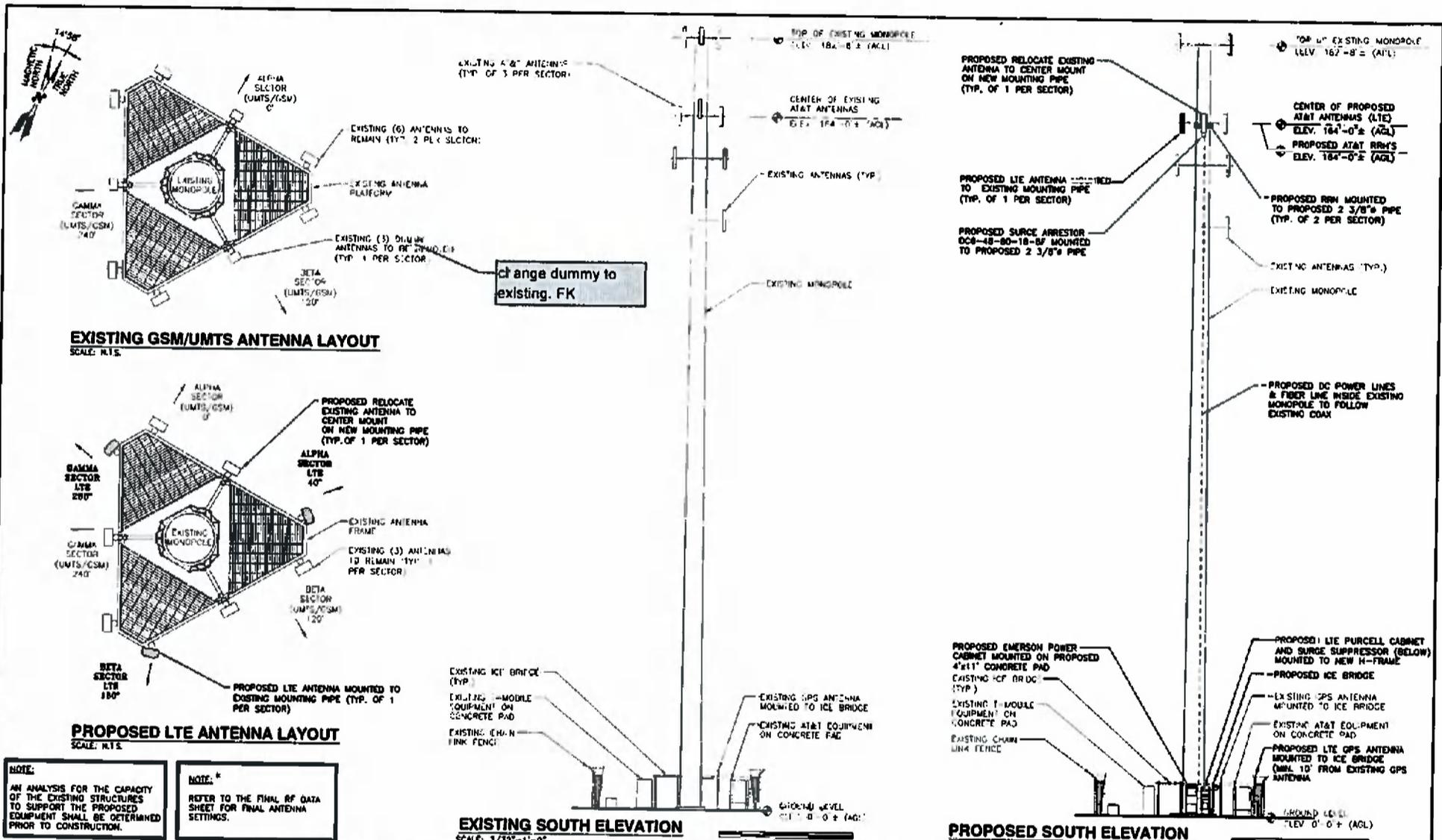
SAT
 COMMUNICATIONS
 22 KEENEWAY DRIVE
 SALEM, NH 03078

SITE NUMBER: NH2009
SITE NAME: MINE FALLS
 WHIPPLE ST., MINE FALLS PARK
 MASHUA, NH 03063
 HILLSBOROUGH COUNTY

at&t
 555 COCHITUATE ROAD
 FRAMMINGHAM, MA 01701

NO.	DATE	REVISION	BY	APP'D
1		ISSUED FOR REVIEW	AT	

AT&T
COMPOUND & EQUIPMENT PLAN
 JOB NUMBER: NH2009
 SHEET NUMBER: A-1
 TOTAL SHEETS: 9



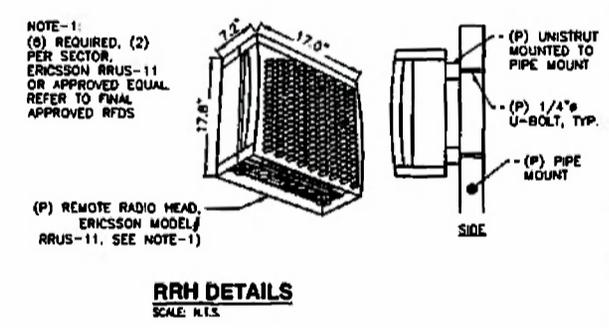
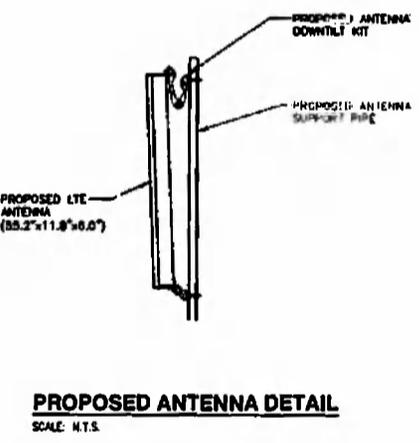
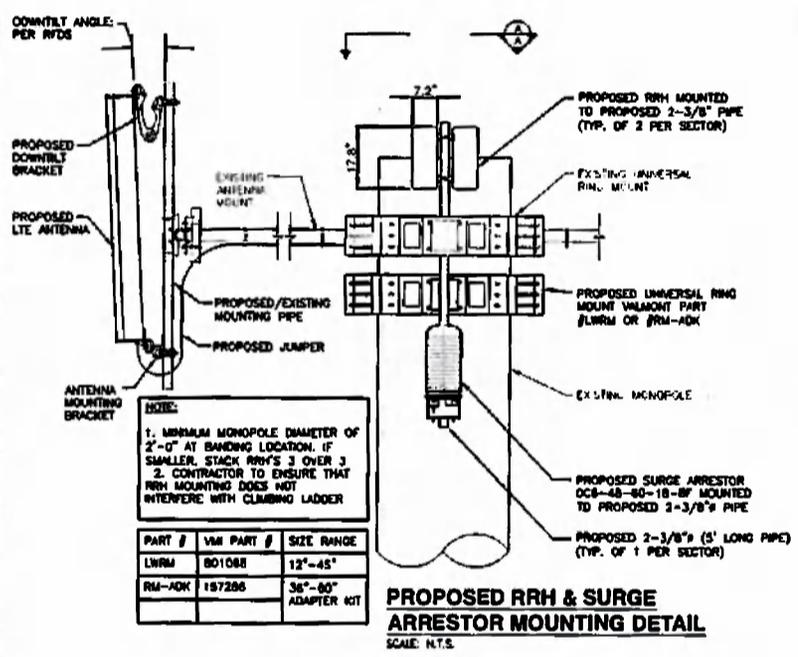
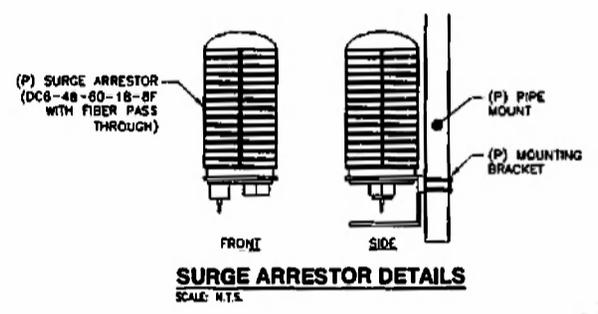
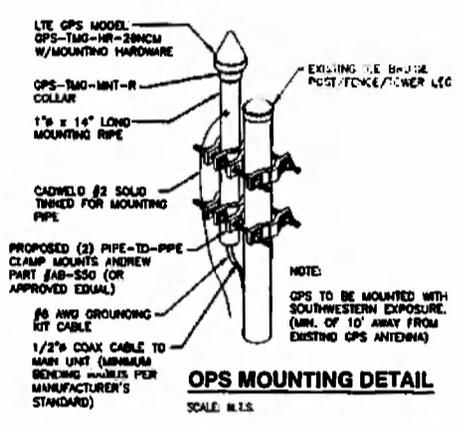
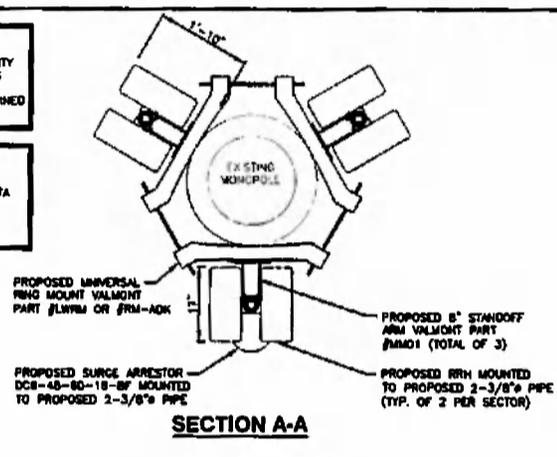
NOTE:
AN ANALYSIS FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT SHALL BE DETERMINED PRIOR TO CONSTRUCTION.

NOTE:
REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

<p>WE CONNECT EVERYTHING.™ 400 MAIN STREET, SUITE 200 SALEM, NH 03079 TEL: (603) 883-1234 FAX: (603) 883-1234</p>	<p>22 KEEWAYDON DRIVE SALEM, NH 03079</p>	<p>SITE NUMBER: NH2009 SITE NAME: MINE FALLS WHIPPLE ST., MINE FALLS PARK NASHUA, NH 03063 HILLSBOROUGH COUNTY</p>	<p>550 COCHITUATE ROAD FRAMMINGHAM, MA 01701</p>	<p>DATE: 02/27/10 DESIGNED BY: J1 DRAWN BY: S2</p>		<p>AT&T ANTENNA LAYOUT AND ELEVATIONS</p> <p>NO: NH2009 SHEET: A-2</p>
				<p>SCALE: AS SHOWN</p>		

NOTE:
AN ANALYSIS FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT SHALL BE DETERMINED PRIOR TO CONSTRUCTION.

NOTE:
REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



NOTE:
1. MINIMUM MONOPOLE DIAMETER OF 2"-0" AT BANDING LOCATION. IF SMALLER STACK RRH'S 3 OVER 3
2. CONTRACTOR TO ENSURE THAT RRH MOUNTING DOES NOT INTERFERE WITH CLIMBING LADDER

PART #	VAR PART #	SIZE RANGE
LWRM	B01088	12"-45"
RM-ADK	187286	36"-60" ADAPTER KIT

Hudson
design & supply

1400 GREGORY STREET
MELROSE SPRING, NH 03071
PH: 603-882-1111 FAX: 603-882-1112

SLI
communications

22 KEEWAYDIN DRIVE
SALEM, NH 03079

SITE NUMBER: NH2009
SITE NAME: MINE FALLS
WHIPPLE ST., MINE FALLS PARK
NASHUA, NH 03063
HILLSBOROUGH COUNTY

at&t

550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

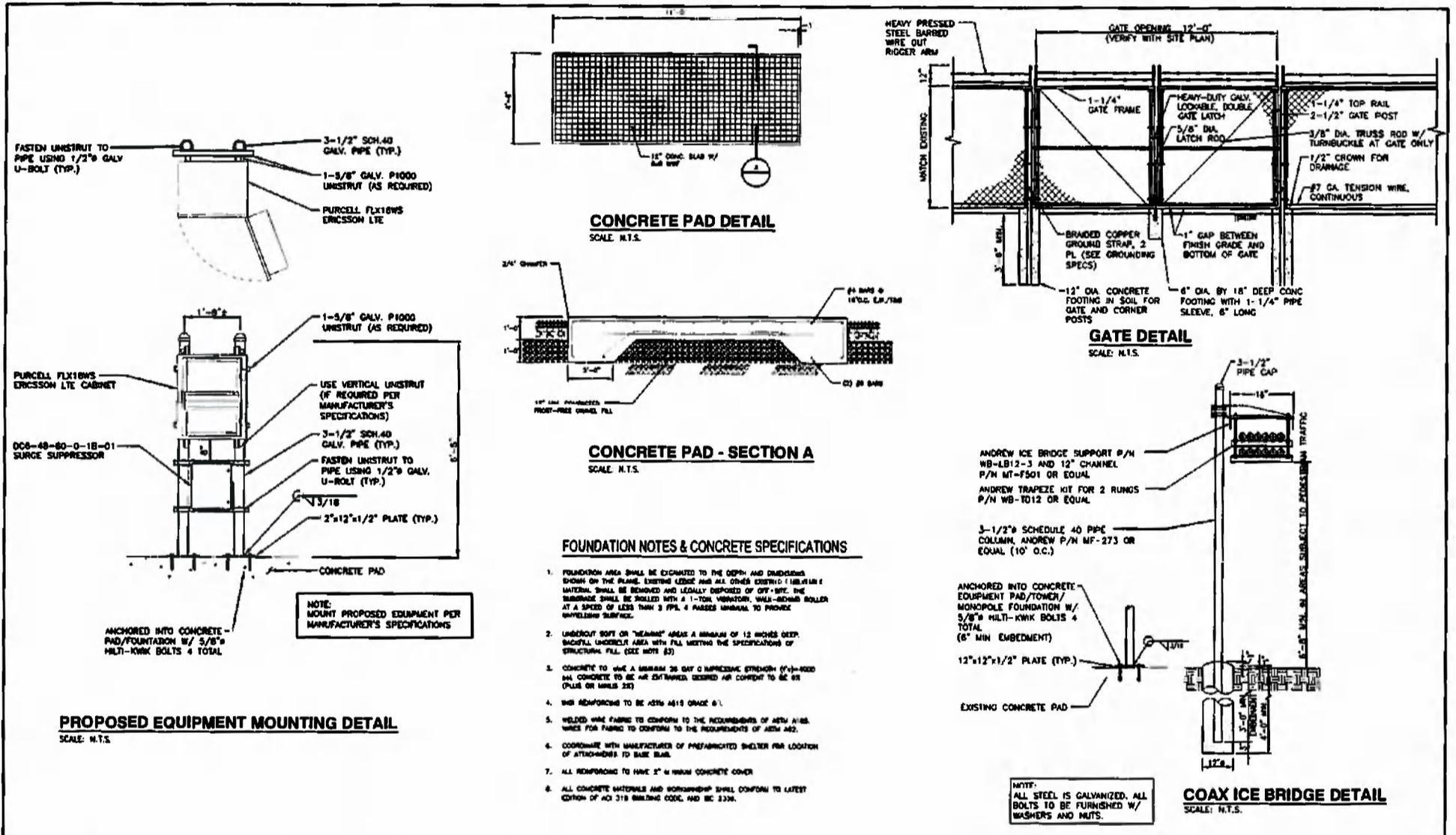
NO.	DATE	REVISIONS
1		ISSUED FOR REVIEW
2		
3		

SCALE: as shown DESIGNED BY: AS DRAWN BY: SS

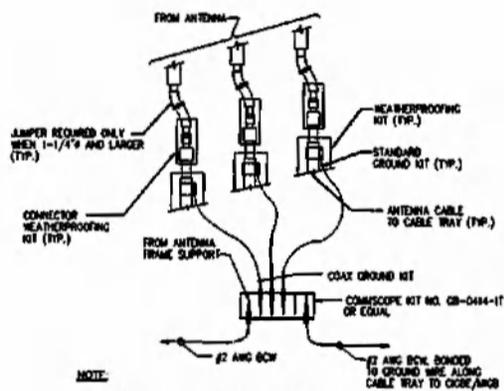
AT&T

DETAILS

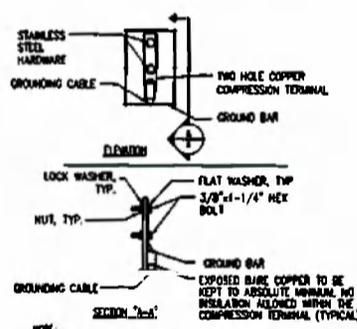
JOB NUMBER	DRAWING NUMBER	REV.
NH2009	A-3	D



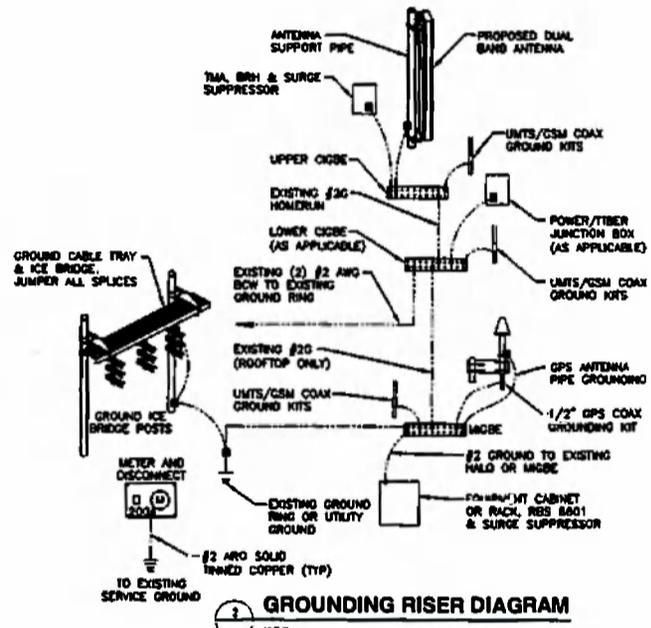
<p>22 KEEWAYDIN DRIVE SALEM, NH 03079</p>	<p>22 KEEWAYDIN DRIVE SALEM, NH 03079</p>	<p>SITE NUMBER: NH2009 SITE NAME: MINE FALLS WHIPPLE ST., MINE FALLS PARK NASHUA, NH 03063 HILLSBOROUGH COUNTY</p>	<p>563 COCHRAN ROAD FRAMINGHAM, MA 01701</p>	<table border="1"> <tr> <td>DATE</td> <td>DESIGNED BY</td> <td>DRW</td> <td>CHK</td> </tr> <tr> <td></td> <td>AI</td> <td>SE</td> <td>AT</td> </tr> </table> <p>SCALE: AS SHOWN</p>	DATE	DESIGNED BY	DRW	CHK		AI	SE	AT	<p>AT&T</p> <p>DETAILS</p> <p>NH2009 A-4</p>
DATE	DESIGNED BY	DRW	CHK										
	AI	SE	AT										



NOTE:
 1. DO NOT WEAVE CABLE THROUGH KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO COBE.
GROUND WIRE TO GROUND BAR CONNECTION DETAIL
 N.T.S.

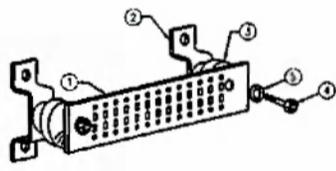


NOTE:
 1. "DOUBLING UP" OR "STACKING" OF CONNECTION IS NOT PERMITTED.
 2. OBEY WRITING COMPOUND TO BE USED AT ALL LOCATIONS.
 3. CABLED DOWNLOADS FROM UPPER COB, LOWER COB, AND MOB.
TYPICAL GROUND BAR CONNECTION DETAIL
 N.T.S.

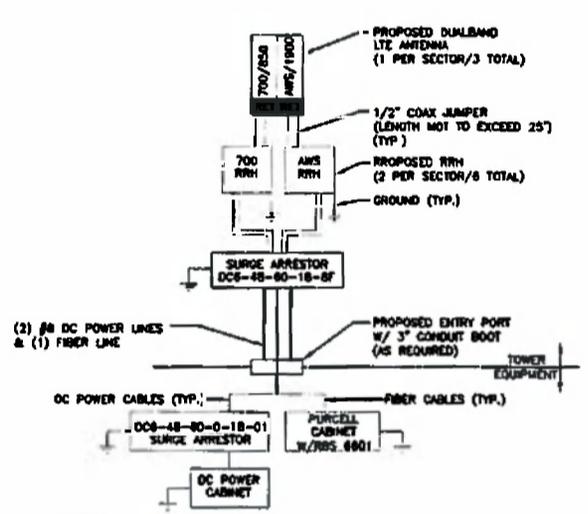


GROUNDING RISER DIAGRAM
 N.T.S.

WIRELESS SOLUTIONS INC.			
NO.	REQ.	PART NO.	DESCRIPTION
1	1	MLOB-0420-05	SOLID GND. BAR (20"x4"x1/4")
2	2		WALL MTC BRKT
3	2		MSALATORS
4	4		5/8" x 114" H.H.C.S.
5	4		5/8 LOCKWASHER



GROUND BAR - DETAIL
 N.T.S.



NOTES:
 1. CONTRACTOR TO CONFIRM ALL PARTS.
 2. INSTALL ALL EQUIPMENT TO MANUFACTURER'S RECOMMENDATIONS.
PLUMBING DIAGRAM
 N.T.S.

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION 'T' - SURGE PROTECTORS
 CABLE ENTRY PORTS (MATCH PLATES) (P)
 GENERATOR FRAMEWORK (IF AVAILABLE) (P)
 TIECO GROUND BAR
 COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (P)
 +24V POWER SUPPLY RETURN BAR (P)
 -48V POWER SUPPLY RETURN BAR (P)
 RECTIFIER FRAMES.

SECTION 'A' - SURGE ARRESTORS
 INTERIOR GROUND RING (P)
 EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (P)
 METALLIC COLD WATER PIPE (IF AVAILABLE) (P)
 BUILDING STEEL (IF AVAILABLE) (P)

Hudson
 Design Group
 100 WINDY HILL ROAD
 FRAMINGHAM, MA 01701
 TEL: (978) 875-0555
 FAX: (978) 875-0556

SLAIT
 22 KEEWAYDIN DRIVE
 SALEM, NH 03079

SITE NUMBER: NH2009
SITE NAME: MINE FALLS
 WHIPPLE ST., MINE FALLS PARK
 NASHUA, NH 03063
 HILLSBOROUGH COUNTY

at&t
 550 COCHITUATE ROAD
 FRAMINGHAM, MA 01701

NO.	DATE	REVISIONS	BY	CHK
1				
2				
3				
4				
5				

AT&T
PLUMBING DIAGRAM & DETAILS
 PROJECT NUMBER: NH2009
 SHEET NUMBER: G-1
 DATE: 08/11/09
 DRAWN BY: 80

Exhibit B

Nine (9) panel antennas measuring approximately 72" x 7" x 3" mounted at 164' on the tower

Twelve (12) cables measuring 1 5/8"

Six Remote Radio Heads mounted at approximately 160' on the tower.

1 Surge Arrestor mounted at approximately 160' on the tower.

One (1) three inch (3") flex conduit

Cabinets and other ancillary equipment in the Leased Premises

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by:

Frank Kelley

SAI

22 Kewqaydin Drive

Salem, NH 03079

Return to:

New Cingular Wireless PCS, LLC

12555 Cingular Way, Suite 1300

Alpharetta, GA 30004

Attn: Network Real Estate Administration

Re: Cell Site #NH2009; Cell Site Name: NASHUA LINCOLN PARK

Fixed Asset Number: 10073186

State: New Hampshire

County: Hillsborough

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2012, by and between the City of Nashua, a municipality of the State of New Hampshire, having a mailing address of 229 Main Street, Nashua, New Hampshire 03061 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("Agreement") on the 5th day of October, 1998, as amended by the First Amendment to Site Lease Agreement dated the 12th day of July, 2002, and the Second Amendment to Site Lease Agreement dated the __ day of ____, 2012. Exhibits A and B in the Second Amendment to Site Lease Agreement replace Exhibits A and B, respectively, in the Site Lease Agreement and Exhibit A in the First Amendment to Site Lease Agreement.

2. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

"LANDLORD"

City of Nashua, New Hampshire

By: _____
Print Name: Donnalee Lozeau
Its: Mayor
Date: _____

"TENANT"

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

By: _____
Print Name: _____
Its: _____
Date: _____

RESOLUTION R-12-040
Approving a second amendment
to the site lease agreement with
New Cingular Wireless (AT&T /
formerly Telecorp) relative to its
antenna facility located on the
Mine Falls Park cell tower

Endorsed by
[Signature] MAYOR
[Signature] PRESSLY
[Signature] DOWD
[Signature] TABACSKO
[Signature] CARON

IN THE BOARD OF ALDERMEN

1ST READING MAY 8, 2012

Referred to:
FINANCE COMMITTEE and BOARD OF PUBLIC WORKS

2nd Reading MAY 22, 2012

3rd Reading _____

4th Reading _____

Other Action _____

Passed MAY 22, 2012

indefinitely Postponed _____

Defeated _____

Attest: [Signature] City Clerk

[Signature] President

Approved [Signature] Mayor's Signature

May 24 2012 Date

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____ City Clerk

_____ President