

Agreement No. _____

MASTER LICENSE AGREEMENT
FOR WIRELESS COMMUNICATIONS FACILITIES
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND

A _____

FILE NO. _____

THIS MASTER LICENSE AGREEMENT ("Master Agreement"), is concluded at Newington, Connecticut, this ____ day of _____, 200_, by and between the State of Connecticut, Department of Transportation ("State"), Ralph J. Carpenter, Commissioner, acting herein by Michael W. Lonergan, P.E., Acting Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, and _____, a _____ ("Licensee"), with a mailing address of _____, acting herein by _____, its _____, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Licensee is licensed to operate in the State of Connecticut as a wireless communications provider or wireless communications facilities provider, and

WHEREAS, the Licensee has requested the use of certain property, hereinafter described, to construct, install, and/or operate, and maintain wireless communications facilities consisting of radio transmitting and receiving antennas together with other associated electronic equipment and infrastructure in connection with its, other wireless communications providers ("Co-locators"), and the State's wireless communications system as needed to expand and improve its, its Co-locators, and the State's wireless communications service, and

WHEREAS, the State may have property well suited for the antennas needed for wireless communications service, and

WHEREAS, the State desires to improve services available to the traveling public, to enhance communications systems within the State, and to add to its revenues by making state property available for wireless communications infrastructure consistent with other public uses of its property, and

WHEREAS, the State desires to accommodate Co-locators on antenna support structures thereby reducing the number of structures required, and

WHEREAS, the State and the Licensee acknowledge and agree that the property is designated for transportation use under relevant provisions of the Federal Regulations, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Sections 13a-80 (with respect to property owned by the State and acquired for highway purposes but which is no longer needed for highway purposes) and 13a-80a (with respect to property on, above or below the highway right of way) of the Connecticut General Statutes, as revised, to enter into this Master

Agreement with the approval of the Secretary, Office of Policy and Management, the State Properties Review Board, and the Attorney General, all being of the State of Connecticut,

NOW, THEREFORE, KNOW YE:

The State does hereby grant to the Licensee, subject to all stipulations, restrictions, specifications and covenants herein contained, the non exclusive right, as hereinafter set forth, to use State property ("Site") situated in the State of Connecticut.

1. The State and the Licensee shall mutually identify and select the Site, subject to all the stipulations, conditions, restrictions, specifications and covenants herein contained, and the State shall grant the Licensee a non-exclusive right to construct, install and/or operate, and maintain, at its own expense, facilities for itself, Co-locators and for the State, if required, only on the Site, including, subject to limitation by the State, a monopole antenna tower and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, emergency generator and supporting equipment and structures, hereinafter the "Facilities", as described in certain Individual Site Agreements ("ISAs"). The Facilities should also include space for Co-locators. The Licensee's monopole antenna tower and the Licensee's, Co-locator's, and/or the State's, if required, electronic equipment, radio transmitting and receiving antennas, and equipment supporting the Facilities, shall be each party's personal property, respectively. The State may, at its sole discretion, deny, in writing, the Licensee's selection of any identified Site for any reason. The agreement to license an individual Site for use by the Licensee shall be evidenced by a fully executed ISA in the form attached hereto as "Exhibit A". Each ISA shall be executed by the State and the Licensee. Each ISA shall be subject to, and include by reference, the terms of this Master Agreement, unless otherwise provided for in the ISA. Any special items or conditions applicable to the Site shall be included in the ISA. This Master Agreement includes the document entitled "Standard Highway Lease Specifications and Covenants, Connecticut Department of Transportation", dated April 1, 2007("Specifications"), which is hereby made a part of this Master Agreement and incorporated by reference herein. Wherever the words "Agreement", "Premises", "Lease", "Second Party", "sublet" or "sub-lessee" appear in the Specifications, they shall mean "Master Agreement", "Site", "License", "Licensee" , "sublicense", or "Co-locators" respectively. In the event there is any conflict between the Specifications and this Master Agreement, the provisions of this Master Agreement shall control.
2. The Licensee has the right to do all work necessary to prepare, maintain and alter the Site for the Licensee's and the State's wireless communications operations, if required, and to construct the Facilities subject to the terms and conditions of the ISA, the Encroachment Permit, and the Notice of Intent to Construct (NOIC) which the Licensee must obtain from the State prior to commencing any work on the Site. Nothing herein shall constitute the grant of either a permit or an agreement to grant same. All of the Site construction, installation, maintenance, upgrade and repair work shall be performed at the Licensee's sole cost and expense and in a quality and workmanlike manner.
3. During the term of this Master Agreement, the Licensee shall hold title to any monopole antenna tower and its own equipment which are required for the Licensee's operations, which shall remain the Licensee's

personal property and are not fixtures. Any equipment installed for a Co-locator's wireless communications system or the State's wireless communications system, if required, shall remain as the Co-locator's or the State's personal property and shall not be removed by the Licensee.

4. Unless directed by the State otherwise, the Licensee, at its own expense, shall remove the equipment considered the Licensee's personal property on or before the expiration or earlier termination of the Master Agreement or any ISA and shall repair any damage to the Site caused by such removal. At the expiration of this Master Agreement or any ISA and if the Licensee has installed equipment to operate the State's wireless communications system, the Licensee shall offer to the State, at no charge, the Facilities and any other items deemed necessary for the State to continue the operation of its wireless communications system on the Site.
5. The primary term of this Master Agreement or any ISA is for a five (5) year period of time ("Initial Term") commencing upon the first day of the month following the date of the Attorney General's approval of this Master Agreement.
6. The Licensee shall pay to the State Two Thousand Dollars (\$2,000.00) ("License Fee") per month, per Site, payable by or before the first day of each month for the use of the Site for the first year of any ISA. The License Fee shall increase by four percent (4%) per year for the remainder of the term of the ISA. A schedule of the License Fee for the entire term of the ISA is attached hereto as "Exhibit B". The License Fee shall be payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546.
7. This Master Agreement will automatically renew, subject to the Licensee's and the State's right to terminate pursuant to Article 11 herein, for an additional five (5) year period ("Renewal Term") up to four (4) times during the term of this Master Agreement unless the Licensee provides official notice to the State of its intent not to renew, not less than sixty (60) days nor more than one hundred fifty (150) days prior to the expiration of the Initial Term or any Renewal Term of the Master Agreement.
8. The Licensee shall have the right to sub-license the Site to Co-locators by informing the State, in writing, of such sub-licensing. In such event, the Licensee shall enter into a Sub-license Agreement with the Co-locator(s) that permits the Co-locator(s) to locate or install its equipment on the Facilities in exchange for consideration ("Co-locator Fee") paid to the Licensee. In the event that the Licensee enters into any such Sub-license Agreement, the amount of the Licensee Fee due under any ISA shall be increased by an amount equal to fifty percent (50%) of the Co-locator Fee. The terms and conditions of the Sub-license Agreement shall not place the Co-locator at a competitive disadvantage to the Licensee and shall be competitively neutral. The Sub-license Agreement shall not allow the Co-locator to make any additional improvements to the Site or perform any work on the Site without first obtaining an Encroachment Permit and a NOIC from the State. Nothing herein shall constitute the grant of a permit or an agreement to grant same. A copy of the Sub-license Agreement shall be submitted to the State for its approval prior to its execution.
9. After execution of this Master Agreement, but prior to execution of an ISA, the Licensee may seek written authorization from the State to

access a proposed Site for the purpose of studying it's suitability for construction of Facilities. The State's authorization must be obtained prior to accessing the Site. Such authorization shall be both Site and task specific and shall be valid for only the limited period of time described in the written authorization. The Licensee may seek authorization for tasks such as making appropriate engineering and boundary surveys, inspections, soil test borings and other reasonably necessary tests, radio frequency testing, and/or other activities as the Licensee may determine necessary for preliminary Site assessment and constructing the Facilities. The Licensee agrees to be subject to and to adhere to all of the terms and conditions of the Master Agreement with respect to such initial Site review notwithstanding the fact that no ISA has been executed for such proposed Site. The Licensee shall report results of any testing to the State within thirty (30) days of receipt of results. In the event that the Licensee fails to provide the State with the results of any testing within thirty (30) days of receipt of the test results, the Licensee agrees that such results shall not be admissible by the Licensee in any proceeding, lawsuit, claim or other dispute between the Licensee and the State.

10. The Licensee shall, for its agents, employees, contractors, guests and invitees, secure a non-exclusive right for pedestrian and vehicular ingress to and egress from the Site. Such ingress and egress shall not be allowed to impair the functionality or flow of traffic at the Site. The Licensee shall have access at all times to its Facilities at each individual Site for ordinary operation and maintenance activities, subject to reasonable access, safety and security procedures which shall be specified in the ISA. In the ISA, the State shall specify whether there are any restrictions on the Licensee's access to the Site and if there are restrictions, the State shall provide the Licensee with the names and telephone numbers of at least two (2) individuals who can be contacted if the Licensee needs access to such Site outside of the hours permitted in the ISA. The Licensee agrees not to enter a Site whose access is restricted by an ISA outside of the hours stated in the ISA, except in emergency situations and after telephone notice has been provided to the State.

11. TERMINATION

A. BY LICENSEE FOR COMMERCIAL REASONS

If, at any time during the term of this Master Agreement or any ISA, it becomes commercially, economically, technologically, or legally inadvisable in the Licensee's business judgment for the Licensee to utilize the Site, the Licensee may terminate the Master Agreement or any ISA on one hundred eighty (180) days written notice to the State. In such event, the Licensee will compensate the State in an amount equivalent to the twelve (12) month License Fee in effect at the time the Master Agreement or ISA is terminated as liquidated damages for the early termination. In the event that less than one (1) year remains on the ISA terminated by the Licensee, the Licensee shall pay to the State as liquidated damages an amount equal only to those monthly License Fees due or to become due during the remainder of the term of the Master Agreement or any ISA. Such payment for termination shall accompany the written notice described above. If any required certificate, permit, notice, license or approval is denied, canceled or otherwise terminated, for reasons beyond the control of the Licensee, so that the Licensee is unable to use the Site for its intended purposes, the Licensee may terminate the Master Agreement or any ISA without liquidated damages. Upon the Licensee's termination of the Master Agreement or any ISA, or

at the end of the term of the Master Agreement or any ISA, the Licensee shall, for Sites where State wireless communications equipment is present, offer to the State, at no charge to the State, its Facilities and any other items deemed necessary by the State for the State to continue the operation of its wireless communications system on the Site (but not the Licensee's or Co-locator's equipment therein which may be removed at the Licensee's or Co-locator's sole expense). The State will then have the option of either (1) assuming ownership, in which case the Facilities and any of the State equipment or other equipment necessary for the operation of the Facilities shall remain in place and become State property, or (2) requiring the Licensee, at its sole expense, to remove its Facilities and its Co-locator's equipment, if any, and turn all State equipment over to the State in its present condition and return the Site to its equal or superior condition (normal wear and tear excepted) as it was at the commencement of the ISA. For Sites where no State wireless communications equipment is present, the Licensee shall remove said Facilities and its Co-locator's equipment, if any, and return the Site to its equal or superior condition (normal wear and tear excepted), as it was at the commencement of the ISA, at the Licensee's sole cost and expense, unless the Licensee and the State mutually agree that it is in both parties' best interest to allow the Facilities to remain. In this case, the Facilities may become the property of the State or may transfer to a new licensee for that Site as is mutually agreed.

B. BY THE STATE FOR CONVENIENCE

The State may terminate this Master Agreement or any ISA at any time, where, at its own discretion, it determines that termination is in the best interest of the State. The State shall provide the Licensee with one (1) year written notice of the termination of this Master Agreement or any ISA. If the State's own need for or use of a Site requires it to terminate this Master Agreement or any ISA, then the State will pay the Licensee, within one hundred twenty (120) days after the effective date of termination, an amount equal to the Licensee's actual labor and material costs for removal and/or relocation of the Facilities. The Licensee shall provide to the State all supporting documentation of said labor and material costs that the State may reasonably request as a precondition to the State's reimbursing the Licensee. The State shall reimburse the Licensee only for those costs supported by appropriate documentation.

The Licensee shall use its best efforts to find another suitable Site for its Facilities in the event that the State's use of the Site requires relocation by the Licensee. If the Licensee removes its Facilities from a Site in response to a notice from the State terminating any ISA, the Licensee may relocate, on a temporary basis, to a mutually agreeable Site for up to one hundred eighty (180) days, during the time the Licensee is searching for a permanent location for the relocation of its Facilities, to maintain uninterrupted wireless communications service. The Licensee shall notify the State in advance, in writing, where the Licensee desires to temporarily relocate. The State shall review and consider approval of the Site(s) where the Licensee has requested to place its Facilities on a temporary basis. The State agrees that, in making decisions regarding its use of a Site subject to an ISA, it will make reasonable efforts to accommodate the Licensee's needs to maintain uninterrupted wireless communications service. The Licensee agrees to bear all costs of relocation of the Facilities and acknowledges it is not entitled to any relocation assistance payments at the conclusion of this Master Agreement or any

ISA under local, State or Federal ordinances, statutes, regulations, or rules, and the Licensee further agrees it will not file or pursue any such claim. The Licensee's obligation to pay the Licensee Fee for the use of an individual Site shall cease upon the effective date of termination of the Master Agreement or a particular ISA.

C. BY THE LICENSEE OR THE STATE FOR CAUSE

If either party shall fail to perform or comply with any of the terms and conditions contained in this Master Agreement, this Master Agreement shall be deemed to have been breached, and may be terminated at any time by the non-breaching party by giving the breaching party thirty (30) days official notice, in writing, as the same is hereinafter defined. However, no breach shall result in termination of this Master Agreement by the non-breaching party as long as the breaching party shall proceed from the time it received actual notice of such breach to cure the same diligently and in good faith, and providing such cure is accomplished within a reasonable period of time, time being of the essence, not to exceed one hundred twenty (120) consecutive calendar days from the time it received actual notice of such breach. Either party's lack of enforcement of its right to terminate this Master Agreement shall not be construed as a waiver of its right to do so. The provisions of this paragraph, however, shall not affect the rights of the parties to terminate as provided for elsewhere in this Master Agreement.

12. The Licensee shall pay for all utilities it consumes in its operations at the rate charged by the servicing utility company(ies). Any Encroachment Permit or notice necessary for such power or other utilities to be installed and/or connected will be applied for by the Licensee or the servicing utility company. Such utility service installations and/or connections shall be coordinated with and require the prior approval of the State, such approval not to be unreasonably withheld, conditioned or delayed. Nothing herein shall constitute the grant of a permit or an agreement to grant same.
13. The Licensee shall operate the Facilities in a manner that will not cause interference with the State or any Co-locators of the Licensee. Similarly, the State shall not use any portion of the Site in any way which interferes with the operations of the Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating such interference. All operations of the Licensee shall be in compliance with all Federal, State and local requirements. The Licensee's failure to do so may, at the State's option, be deemed a material breach by the Licensee and the Licensee agrees to take all reasonable steps necessary to comply with such Federal, State and local requirements, in a reasonable time period.
14. The Licensee shall have the right to assign this Master Agreement or any ISA to any person or business entity which (i) is FCC licensed to operate a wireless communications business or is licensed as a wireless communications facilities provider; (ii) is a parent to the Licensee, or subsidiary or affiliate of the Licensee or the Licensee's parent; (iii) is merged or consolidated with the Licensee; or (iv) acquires more than a fifty percent (50%) ownership interest in the Licensee or the assets of the Licensee in the "Metropolitan Trading Area" or "Basic Trading Area"(as those terms are defined by the FCC) in which the Site is located. The Licensee may otherwise assign this License or any ISA upon written approval of the State, which approval shall not be unreasonably

delayed, withheld, conditioned or denied.

15. The Licensee, its assignees or sub-licensees and/or Co-locators, must obtain an Encroachment Permit in accordance with Item (20) of the attached Specifications. The Licensee must contact the State District Maintenance Director, in the District in which the Site is located, to apply for this permit. Nothing herein shall constitute the grant of a permit or an agreement to grant same.
16. The Licensee shall have the sole responsibility, at no cost to the State, of using the Site for the construction of the Facilities in accordance with all applicable Federal, State and local codes, laws, rules, ordinances, regulations and guidelines, including all requirements identified in the Encroachment Permit, the NOIC, and all other applicable permit requirements and design specifications and criteria, prepared by a licensed architect and/or engineer (as required for the specific structure) in conformance with the requirements of the Connecticut State Building Code for construction on the Site. The Licensee shall also abide by the stipulations of the "ConnDOT Wireless Communications Facilities Program Procedures" ("Procedures"), unless pre-empted by the terms and conditions of the ISA. The Procedures are attached hereto as "Exhibit C" and are hereby made a part of this Master Agreement. The Licensee shall submit copies of all plans and specifications to the State [and the Federal Highway Administration (FHWA), if required, and any other Federal Agency having jurisdiction therein], for prior approval (including issuance of an NOIC), which approval will not be unreasonably withheld or conditioned. The State shall give such approval or provide the Licensee with its requests for changes within sixty (60) days of the State's receipt of the Licensee's plans and specifications. If the State does not provide such approval or request for changes within such sixty (60) day period, the State shall be deemed to have approved the plans. The Licensee shall have the sole responsibility to obtain, execute and comply with any and all environmental, safety or other permits, regulations, and utility rights which may apply to the construction of the Facilities on the Site. The State agrees to reasonably cooperate with the Licensee, at the Licensee's expense, in connection with the Licensee's application for and obtaining of all licenses, permits and any and all other necessary approvals that may be required for the Licensee's intended use of the Site. Nothing herein shall constitute the grant of a permit or an agreement to grant same.

The Licensee agrees, at its own expense, to periodically inspect the construction of the Facilities and report on its finding(s) to the State. When construction of the Facilities is completed, the Licensee shall procure and deliver to the State (and the FHWA and any other Federal Agency having jurisdiction therein, if required), a statement, signed by a licensed professional engineer or architect (as required by the specific structure), attesting to the best of the engineer's or architect's knowledge that the Facilities were built in accordance with all governing codes and in accordance with the construction plans approved by the State. The Licensee shall also, at no cost to the State, deliver to the State a complete set of as-built plans upon completion of construction of the Facilities, in hard copy and electronic format, satisfactory to the State.

17. It is mutually understood and agreed by the parties hereto that this Master Agreement may also be subject to the approval of the FHWA and any other Federal agency having jurisdiction therein. This shall be construed to mean that the Licensee is henceforth on notice that each

phase of the design and construction, and sub-licensing of the airspace may be subject to the reasonable review and approval by the FHWA and any other Federal Agency having jurisdiction therein.

18. It is mutually understood and agreed by the parties hereto that any State, FHWA and/or other Federal Agency approvals given, granted or issued, at any time pursuant to this Master Agreement shall, in no way, mean or imply that the State, FHWA and/or any other Federal Agency having jurisdiction therein is/are approving the suitability or adequacy of any design and/or any construction for the intended use, nor undertaking or assuming any responsibility or liability for the Site and the construction thereon.
19. Items (21), (22) and (23) of the attached Specifications are hereby deleted therefrom.
20. During the term of this Master Agreement, the Licensee agrees to perform, in a manner reasonably acceptable to the State, FHWA, and/or other Federal Agency having jurisdiction therein, if applicable, and at the Licensee's own expense, all maintenance and repairs to the Facilities due to natural and man-made causes related to the Facilities installed or constructed on the Site, as well as the appurtenances thereto, including, but not limited to any buildings and structures, fencing, stairs, points of ingress and egress, and lighting facilities, unless caused by the negligence or deliberate acts or omissions of the State.
21. Item 7 of the attached Specifications is hereby deleted in its entirety and the following is substituted in lieu thereof:

(7) INSURANCE

With respect to the operations performed by the Licensee under the terms of this Master Agreement and also those performed for the Licensee by its subcontractors and Co-locators, the Licensee will be required to carry for the duration of this Master Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (A), (B), and (C) below, the following minimum insurance coverages at no direct cost to the State. In the event the Licensee secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A), (B), and (C) below, the State of Connecticut shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

The Licensee shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Master Agreement shall be covered

by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Master Agreement requires work on, over or under the right of way of any railroad company, the Licensee shall provide, with respect to the operations that it or its subcontractors perform under the Master Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Licensee shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

D. WORKERS' COMPENSATION

With respect to all operations the Licensee performs and all those performed for the Licensee's by subcontractors, the Licensee and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(E) OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

The Licensee shall carry Owner's and Contractor's Protective (OCP) Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above, the Licensee agrees to furnish to the State a Certificate of Insurance on the form(s) provided by the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. The insurance company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The insurance company's duty to defend or settle any claim

or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

22. If one or more terms, provisions or conditions of this Master Agreement shall, to any extent, be invalid or unenforceable, the remainder of same shall be valid and enforceable to the fullest extent permitted by law.
23. Miscellaneous Provisions:
 - (a) This Master Agreement, along with any ISA, constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.
 - (b) This Master Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
 - (c) Any amendments to this Master Agreement or any ISA must be in writing and executed by both parties hereto.
 - (d) Applicable Law. Jurisdiction. This Master Agreement shall be deemed to have been made in Newington, Connecticut.
 - (e) All Exhibits annexed hereto form material parts of this Master Agreement.
 - (f) This Master Agreement shall be executed in duplicate counterparts, each of which shall be deemed an original.
24. This provision and its subsections are included in this Agreement in accordance with Section 6 of Governor M. Jodi Rell's Executive Order No.7C: The State Contracting Standards Board (the "Board") may review this Master Agreement and recommend to the contracting agency termination of this Master Agreement for cause. For the purpose of this provision, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in this Master Agreement or state contracting agency. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and other affected party in accordance with the notice provisions in the Master Agreement no later than fifteen (15) days after the Board finalizes its recommendation. The state contracting agency shall consider the recommendations of the Board and act in accordance with this Agreement and applicable law.
25. Notwithstanding any provision of this Master Agreement and the Specifications attached hereto, or any ISA, nothing contained therein shall constitute or be deemed to constitute a waiver of the sovereignty and sovereign immunity of the State.

Agreement No. _____

This Agreement is made with the advice and consent of the undersigned in conformance with [Section 13a-80 (with respect to property owned by the State and acquired for highway purposes but which is no longer needed for highway purposes)] and [Section 13a-80a (with respect to property on, above or below the highway right of way)] of the Connecticut General Statutes, as revised.

APPROVED:

Secretary
Office of Policy & Management
State of Connecticut

Date: _____

REVIEWED AND/OR APPROVED BY:

Name:
Title:
State Properties Review Board

Date: _____

APPROVED :

Attorney General
State of Connecticut

Date: _____

STANDARD HIGHWAY LEASE
SPECIFICATIONS & COVENANTS

Connecticut Department of Transportation
Bureau of Finance and Administration
Division of Contract Administration
Agreements/Negotiations Section

April 1, 2007

(1) The Second Party shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Second Party under this Agreement, unless otherwise specified in the Agreement.

(2) The Second Party hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Agreement. A grant-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) shall be assumed by the Second Party for the period coincident with the duration of this Agreement, if such a grant-in-lieu of taxes concerning the Premises is required of the State.

(3) The Second Party agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of the Second Party.

(4) The Second Party agrees that no junk shall be permitted to be stored on the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.

The Second Party shall not allow any unregistered or abandoned motor vehicles to remain on the Premises and shall cause the same to be removed. The Second Party shall not allow any boats to be stored on any of the premises.

(5) The Second Party shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of the State and the Federal Highway Administration, if required.

(6) The Second Party shall protect, defend, and hold the State and its servants, agents, or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the State. The State shall give to the Second Party reasonable notice of any such claims or actions. The Second Party shall also use counsel reasonably acceptable to the State in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Second Party, unless requested to do so by the State. If this Agreement is between the State and the Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

(7) The Second Party agrees to secure and maintain for the duration of this Agreement, including any supplements thereto and all renewals thereof, if any, with the State being named as an additional insured party, the following minimum liability insurance coverage or coverages regarding the Premises at no cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified below, the State shall be named as an additional insured.

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above coverage, the Second Party agrees to furnish to the State on the form or forms supplied by the State, a Certificate of Insurance (CON-32), fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

(8) The State and the Federal Highway Administration, if appropriate, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Second Party by letter of its intention, if possible, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from the State shall suffice. The Second Party agrees that upon being notified by the State, the Second Party shall take steps as necessary to have the Premises closed to all persons and cleared of all vehicles.

(9) The Second Party agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by the State, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to written approval of the State. If the Second Party elects to utilize the former course of action, the work shall be completed within the next following "planting season."

(10) The Second Party shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Agreement, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from the State.

(11) If deemed necessary by the State, the Second Party agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Agreement, as approved by the State in writing.

(12) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, fencing or another device suitable to the State around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises.

(13) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable electrical system for the lighting of the Premises. Such electrical system and the Second Party's installation and maintenance, thereof, shall not interfere with or damage any of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(14) If deemed necessary by the State, the Second Party agrees to install and maintain for the duration of this Agreement, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.

(15) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or the Second Party's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(16) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.

(17) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. section 9601 et seq., the Federal Oil

Pollution Act of 1990, 33 U.S.C. section 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. section 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. section 1801 et seq., the Federal Clean Air Act, 42 U.S.C. section 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. section 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

“Hazardous Substances” shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the leased property.

(18) All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

(19) In addition to Item (6) hereinabove, the Second Party hereby agrees as follows:

The Second Party shall or if the Second Party is one of several lessees, the Second Party and the lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgement, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a “Claim”) arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

(20) The Second Party agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State and the Federal Highway Administration, if appropriate. The Second Party agrees that as an integral part of the process of obtaining the above-mentioned written approval, the Second Party shall apply for, receive and comply with, a Permit or Permits issued by the State in conformance with all pertinent provisions of the current Encroachment Permit Regulations, including amendments thereto. The Second Party shall comply with the applicable provisions of **23 C.F.R., Section 710, Subpart D**, which is hereby made a part hereof by reference thereto.

The State and the Federal Highway Administration, if appropriate, reserves the right to review and approve all plans prior to any and all construction and site improvements at the aforementioned Premises. This includes, but is not necessarily limited to, any and all permanent or temporary structures, roadways, site grading, drainage and landscaping. No such construction or site improvement shall commence unless and until the State provides its written approval for same. The State shall neither unreasonably delay its decision nor shall it unreasonably withhold its approval.

(21) Upon termination of this Agreement for any reason, the Second Party will vacate the Premises, remove all of its personal property from the Premises at its own expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable use expected, and hereby agrees that no relocation benefits of any kind will be paid to the Second Party by the State, time shall be of the essence.

(22) It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not

limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be the property of the State, or at the State's option, the Second Party shall restore the Premises to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.

(23) The Second Party shall record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the Premises exists, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure of the Second Party to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Agreement without notice.

(24) It is further mutually understood and agreed by the parties hereto that this Agreement shall not be effective until said Agreement has been approved by the Secretary, Office of Policy and Management, by the Attorney General and by the State Properties Review Board of the State of Connecticut, where appropriate.

(25) The Connecticut Secretary of the State (including any successor thereto) is hereby appointed by the Second Party as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

(26) The Second Party shall make all payments to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546."

(27) The Second Party, for itself, its representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Premises that: (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in the use of the Premises; (2) in regard to any construction and/or improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) the Second Party shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the Agreement and to re-enter and repossess the Premises, and hold the same as if said Agreement had never been made or issued.

(28)(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work

involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commissioner pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Second Party agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Second Party's good faith efforts shall include but shall not be limited to the following factors: The Second Party's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Second Party shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, provided if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Second Party agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(29)(a) Pursuant to Section 4a-60a of the Connecticut General Statutes; (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or worker's representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Second Party agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books,

records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Second Party shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(30) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.

The Second Party agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Second Party will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.

(31) This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.

(32) The Second Party hereby acknowledges and agrees to comply with the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities," dated March 6, 1998, a copy of which is attached hereto and made a part hereof.

(33) The Second Party agrees that the attached "Policy Statement, Policy No. F&A-19, April 17, 2006, SUBJECT: Policy on Disadvantaged Business Enterprise Program" is hereby made a part of this Agreement. The State advises the Second Party that failure to carry out the requirements set forth in this policy statement shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.

(34) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement, Policy No. F&A-10, SUBJECT: Code of Ethics Policy," January 6, 2006, a copy of which is attached hereto and made a part hereof.

(35) It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) - be in writing addressed to:

(i) when the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) when the Second Party is to receive such notice -

the person(s) acting herein as signatory for the Second Party receiving such notice;

(b) -be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party; and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(36) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Second Party, if any, shall only be exercised by the Second Party by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.

(37) Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a) (ii) of this certification; and

(iv) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

(i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(38) The Second Party hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(39) The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a Second Party or independent contractor shall:

(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

(2) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract; or

(3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as a Second Party or independent contractor based on an understanding that the actions of the Second Party or independent contractor on behalf of the State would be influenced.

(40) This clause applies to those Second Parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second party to be in compliance with

this Act, as the same applies to performance under this Agreement.

(41) The State reserves mining and excavating rights. The Second Party shall not remove sand, gravel or other fill material from the Premises.

(42) This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

(43) The Agreement, when fully executed by both parties and this "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation" together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

(44) This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The Second Party irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the State's immunities.

(45) The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

EXHIBIT A

INDIVIDUAL SITE AGREEMENT
FOR A
WIRELESS COMMUNICATIONS FACILITY
IN ACCORDANCE WITH THE
MASTER LICENSE AGREEMENT BETWEEN THE STATE OF CONNECTICUT,
DEPARTMENT OF TRANSPORTATION AND

R.O.W. FILE NO. _____

1) SITE:

The State of Connecticut, Department of Transportation (“State”) hereby grants to _____ (“Licensee”) use of the following State property (Site) for the installation, construction, maintenance and operation of a wireless communications facility (“Facilities”) in accordance with the terms and conditions of this Individual Site Agreement (ISA) and the Master License Agreement (MLA) between the State and the Licensee dated _____, all of the terms and conditions of which are hereby incorporated by reference herein.

DESCRIPTION (legal description of Site):

2) TERM:

The initial term of the ISA for the above referenced Site is for five (5) years, which shall commence on the execution date of this ISA and expire five (5) years from that date. The ISA will automatically renew for an additional five (5) year period up to four (4) times subject to Articles 7 & 11 of the MLA.

3) COMPENSATION:

In accordance with the terms of the MLA, the Licensee shall make License Fee payments, in advance, in accordance with the schedule attached hereto as “Exhibit B”. Also, in the event the Licensee enters into any sub-license agreement with other wireless communications providers (“Co-locators”) that permits a Co-locator to locate on or install its wireless communications equipment to become part of the Facilities, the amount of the License Fee payment due under this ISA shall be increased by an amount equal to fifty percent (50%) of the Co-locator Fee.

4) FACILITIES

The Licensee may use the above referenced Site for the installation and operation of the following Facilities, which shall conform to Electro Magnetic Frequency (EMF) standards promulgated by the FCC under the Telecommunications Act of 1996. Pursuant to this ISA, the Licensee reserves the right to install:

5) SPECIAL AND ADDITIONAL CONDITIONS:

The following special and additional conditions apply to the use, installation, construction, maintenance and operation of the Facilities. Except as noted below, the Facilities shall be installed, constructed, maintained and operated in a manner consistent with the terms and conditions of the MLA:

Construction of the Facilities may not commence until written authorization is received from the State and the Licensee has obtained an Encroachment Permit and a Notice of Intent to Construct (NOIC) in accordance with Articles 2, 16 and 17 of the MLA.

6) SPECIAL LIMITATIONS AND REQUIREMENTS:

The following special limitations and requirements apply to the Licensee's access to the Site. Except as noted below, the Licensee shall have access to the Site in the manner set forth in the MLA:

7) SECURITY DEPOSIT:

The Licensee agrees to provide a security deposit to the State in the amount of Ten Thousand Dollars (\$10,000) as a guarantee for faithful performance of the terms and conditions of this ISA. In lieu of a cash deposit, the Licensee may deposit in such amount and for the term hereof with the State: (i) a bond from an insurance company licensed to do business in the State of Connecticut, or (ii) an unconditional

irrevocable letter of credit with the State as beneficiary. If, at any time, the Licensee fails to keep and perform any or all of the terms, covenants and conditions of this ISA, including without limitation, the payment of License Fees, and any other expenses, fees and costs, the State may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any such amounts. Upon termination of this ISA and the Licensee's vacating the Site, the State shall return, without interest, any remaining portion of said deposit.

8) APPLICATION FEE

The Licensee must submit proof to the State that it has made application to the Connecticut Siting Council (CSC) and submit a Two Thousand Dollar (\$2,000) application fee to the State to initiate a formal final review of the proposed Facilities construction. Such Two Thousand Dollar (\$2,000) application fee shall be in the form of a certified or bank officer's check and made payable to the order of "Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546".

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated. This ISA shall be effective the date last signed below.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
RALPH J. CARPENTER, COMMISSIONER

Name:

By: _____ (Seal)

Michael W. Lonergan, P.E.
Acting Chief Engineer
Bureau of Engineering and
Highway Operations

Name:

Date: _____

WITNESSES:

LICENSEE

Name:

By: _____

Name:

Date: _____

EXHIBIT B

SCHEDULE OF LICENSE FEES

<u>Monthly License Fee</u>	<u>Annual License Fee</u>
Year 1: __\$2,000.00 __	___\$24,000.00___
Year 2: __\$2,080.00 __	___\$24,960.00___
Year 3: __\$2,165.00 __	___\$25,980.00___
Year 4: __\$2,250.00 __	___\$27,000.00___
Year 5: __\$2,340.00 __	___\$28,080.00___
Year 6: __\$2,435.00 __	___\$29,220.00___
Year 7: __\$2,530.00 __	___\$30,360.00___
Year 8: __\$2,630.00 __	___\$31,560.00___
Year 9: __\$2,735.00 __	___\$32,820.00___
Year 10: __\$2,845.00 __	___\$34,140.00___
Year 11: __\$2,960.00 __	___\$35,520.00___
Year 12: __\$3,080.00 __	___\$36,960.00___
Year 13: __\$3,205.00 __	___\$38,460.00___
Year 14: __\$3,335.00 __	___\$40,020.00___
Year 15: __\$3,470.00 __	___\$41,640.00___
Year 16: __\$3,610.00 __	___\$43,320.00___
Year 17: __\$3,755.00 __	___\$45,060.00___
Year 18: __\$3,905.00 __	___\$46,860.00___
Year 19: __\$4,060.00 __	___\$48,720.00___
Year 20: __\$4,220.00 __	___\$50,640.00___
Year 21: __\$4,390.00 __	___\$52,680.00___
Year 22: __\$4,565.00 __	___\$54,780.00___
Year 23: __\$4,750.00 __	___\$57,000.00___
Year 24: __\$4,940.00 __	___\$59,280.00___
Year 25: __\$5,140.00 __	___\$61,680.00___

EXHIBIT C
CONNDOT WIRELESS COMMUNICATIONS FACILITIES PROGRAM PROCEDURES

All requests to place wireless communications facilities, including monopole antenna towers, on Connecticut Department of Transportation (ConnDOT) property (Site) must be directed to the Rights of Way Coordinator in the Office of Rights of Way, Property Management Division, along with a completed “Preliminary Site Evaluation Check List” (“Attachment A”).

1. INTRODUCTION

ConnDOT intends to enter into Master License Agreements with wireless communications providers and wireless communications facilities providers (“Applicants”) for the construction of wireless communications facilities (“Facilities”) on the Sites. The Master License Agreement (MLA) provides the authority for ConnDOT to enter into an Individual Site Agreement (ISA) with Applicants that shall include appropriate regulations, procedures and license values.

ConnDOT and the Applicants have established this wireless communications partnership in cooperation with the Federal Highway Administration (FHWA) and any other Federal agency having jurisdiction, to (i) improve communications for the traveling public as well as emergency response teams; (ii) provide alternatives to locating Facilities within communities and residential neighborhoods; and (iii) generate revenue for the transportation system. This process is intended to assist in providing a seamless wireless communications network in a convenient, expeditious and cost effective manner.

Facilities construction costs and permitting through ConnDOT’s Office of Maintenance (OM) and Office of Property and Facilities Services (P&FS), the Connecticut Siting Council (CSC), and any other ConnDOT office or public agency having jurisdiction, are the sole responsibility of the Applicants. Applicants are expected to make a good faith effort to share their Sites with other wireless communications providers (Co-locators). This co-location accommodation is intended to reduce the number of Facilities required to provide a seamless wireless communications network for multiple wireless communications providers thus eliminating the need for additional Facilities on the Sites.

This Manual is intended to guide both ConnDOT personnel and Applicants in the effective planning, design, valuation, licensing, Site maintenance, and management of Facilities on the Sites. Any Facilities construction must preserve the safety and efficiency of the ConnDOT transportation system.

2. WIRELESS COMMUNICATIONS FACILITIES PROGRAM MISSION

It is the mission of the Wireless Communications Facilities Program to:

- A. Improve communication services available to the traveling public.
- B. Provide alternatives to Facilities siting in residential areas by opening up existing resources along major transportation corridors already having tall appurtenances for signs and lighting.
- C. Establish a communications network infrastructure capable of supporting Intelligent Transportation initiatives.
- D. Co-locate public sector antennas free-of-charge on Facilities built and maintained by the communications industry. Such co-locations reduce the State’s wireless communications costs, and ultimately reduce the proliferation of additional one-occupant Facilities. Entities eligible to occupy these Sites may include but are not limited to: ConnDOT, Department of Public Safety, Department of Emergency Management and Homeland Security, and municipalities.

- E. Provide revenue to ConnDOT from Facilities License Fees submitted by Applicants and Co-locators.
- F. Maximize the efficient and effective use of existing resources, while maintaining the safety, efficiency and integrity of ConnDOT’s transportation system.

This mission statement is supported by the FHWA, which finds this program to be consistent with the Federal Telecommunication Act of 1996 (PL104-104), and the need to develop the future Intelligent Transportation System (ITS).

3. IMPLEMENTATION OF CONNDOT WIRELESS COMMUNICATIONS FACILITIES PROGRAM

At the request of the CSC, ConnDOT has agreed to institute a wireless communications facilities construction program to locate Facilities on property within ConnDOT’s transportation system and rights of way. ConnDOT Policy Statement Policy No. E&H.O.-53, dated August 7, 2006, Subject: “Telecommunications Installations Within the State Highway Right of Way, has been issued (See “Attachment B”). The program, as designed, requires that in order for Applicants to be eligible for consideration in constructing Facilities on Sites, they must first enter into a MLA with ConnDOT.

The MLA standardizes the terms and conditions that apply to all Sites licensed to an Applicant. Following execution of the MLA, Applicants may then submit applications proposing construction of Facilities on the Sites. An ISA may be granted for a specific ConnDOT location when the proposed Site has been approved for such use by a ConnDOT Site inspection and review. The ISA describes the specific use and restrictions for using the Sites.

An Applicant must request a ConnDOT review of a specific Site to determine its viability as a Site for the Facilities. Upon approval of a specific Site, the Applicant must apply to the CSC for approval to construct the Facilities on the Site. The Applicant must also submit detailed plans of the proposed construction to ConnDOT for review and comment. Once the CSC has approved the Site and ConnDOT has completed its review of the proposed construction, an ISA will be prepared outlining any specific restrictions or requirements.

4. COMPETITIVELY-NEUTRAL AND NON-DISCRIMINATORY

The process outlined herein provides that the siting of Facilities on Sites shall be administered on a competitively-neutral and non-discriminatory basis. It also establishes a streamlined program that reduces costs and expedites the process of reviews and approvals.

5. SITES AVAILABLE FOR LICENSING

All ConnDOT property is eligible to be evaluated for suitability in the location of Facilities. These properties include:

- ConnDOT-owned Highway Right of Way – Highway facilities occupying highway Easements are not eligible
- Highway Rest Areas/Service Plazas - Located along I-95, I-84, I-91 and I-375. (Merritt Parkway facilities are excluded from consideration.)
- Highway Maintenance Facilities
- Highway District Offices and Other Related Buildings

Airports and Port Facilities

Railroad Rights of Way

Parking Facilities

6. SITE EVALUATION

The following steps outline the Site identification process:

- A. ConnDOT has established a Site Evaluation Team consisting of representatives from: (i) the Office of Rights of Way, Property Management Division, the Office of Maintenance (OM), the Office of Construction, the Office of Environmental Compliance, and the Office of Engineering, all being part of the Bureau of Engineering and Highway Operations; (ii) the Office of Property and Facilities Services (P&FS), part of the Bureau of Finance and Administration; (iii) the Office of Rail (OR), part of the Bureau of Public Transportation (BPT); (iv) the Office of Project Management, part of the Bureau of Aviation and Ports (BAP); and (v) the Bureau of Policy and Planning (BPP). Site Evaluation Team members shall be selected to attend Site inspections based on whether their jurisdictions are impacted by the proposed location of the Facilities.
- B. Prior to discussions regarding potential Facilities on the Sites, or any visits to Proposed Sites, an MLA must be fully executed by both the Applicant and ConnDOT.
- C. Following full completion of the MLA, an Applicant shall contact the Rights of Way Coordinator and advise him/her of the Site for the desired Facilities. The Applicant shall supply: an aerial photo; a diagrammatic level sketch; latitude and longitude of the desired Premises; the Preliminary Site Evaluation Checklist; and an Encroachment Permit or Right of Entry request for preliminary Site evaluation work.
- D. ConnDOT's Office of Rights of Way shall evaluate the Preliminary Site Evaluation Checklist.
- E. ConnDOT's Bureau of Policy and Planning shall perform the Categorical Exclusion Document evaluation.
- F. An Applicant is advised by ConnDOT regarding acceptability of the Preliminary Site Evaluation Checklist.
- G. If the application is not initially acceptable, the Applicant is provided details and an opportunity to make alterations to make it acceptable. If the application is ultimately not approved, the Applicant will be notified accordingly by ConnDOT.
- H. The Rights of Way Coordinator shall conduct the following actions:
 - i. Determine the status of any existing and proposed transportation improvements in the vicinity of the proposed Site.
 - ii. Verify Applicant's data regarding Site ownership to verify that ConnDOT holds fee interest in the Site.
 - iii. Identify and schedule Site Evaluation Team members for a Site inspection.

- I. The Site Evaluation Team and Applicant shall visit the proposed Site. The Rights of Way Coordinator shall advise the Applicant of ConnDOT's decision regarding the use of the Site.
- J. If the Applicant's proposed Site is approved, ConnDOT shall issue either an Encroachment Permit or a Right of Entry for the Applicant to conduct Preliminary Site Assessments such as radio frequency testing, surveying and soil analysis.
- K. Upon receipt of Site approval by ConnDOT, the Applicant must proceed to obtain approval through the CSC and to obtain any other State permits and approvals necessary for the construction of the Facilities.
- L. Upon obtaining ConnDOT Site approval, the Applicant has forty-five (45) calendar days to conduct Preliminary Site Assessments and determine if it wishes to seek approvals through the CSC. If application to the CSC is not made within this forty-five (45) day time period, the original Applicant forfeits its standing and the Site becomes available for review by other Applicants.

7. APPLICATION IS MADE TO THE CONNECTICUT SITING COUNCIL (CSC)

The Applicant must submit proof to ConnDOT that it has submitted an application to the CSC and forward a Two Thousand Dollar (\$2,000) Application Fee to ConnDOT to initiate a formal final review of the proposed Facilities construction. Such Two Thousand Dollar (\$2,000) Application Fee shall be in the form of a certified or bank officer's check and made payable to the order of "Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546".

- A. The Rights of Way Coordinator will request an internal final review of the proposal by the following Offices and Bureaus:
 - i. Maintenance (OM)
 - ii. Engineering
 - iii. Property and Facilities Services(P&FS)
 - iv. Bureau of Policy and Planning and any affected Bureau(s) within ConnDOT

Reviews will be completed within one month of the request.
- B. Any omissions or corrections in the application will be reported to the Applicant by the Rights of Way Coordinator. This may result in resetting the one-month response time.
- C. The Rights of Way Coordinator will forward a copy of the proposal to ConnDOT 's OM to determine the State's need for co-location on the Site.
- D. The Rights of Way Coordinator will prepare an ISA for the proposed Site based on comments from ConnDOT reviews. The ISA will contain all special provisions and restrictions relative to the proposed construction of the Facilities as well as the co-location requirements of the State.
- E. Upon receipt of approval from the CSC, the ISA will be prepared and forwarded to the Applicant for signature.
- F. The ISA will be forwarded by the Rights of Way Coordinator for the appropriate Federal approvals.

- G. Upon execution by the Applicant, the final ISA will be forwarded to ConnDOT for signature and approval.
- H. Copies of the executed ISA will be forwarded to the Applicant, ConnDOT's Accounts Receivable Unit for billing purposes, P&FS for the issuance of a Notice of Intent to Construct (NOIC), and to the OM for the issuance of an Encroachment Permit.
- I. Once the conditions of this Article 7 are met, the Applicant may begin construction.
- J. ConnDOT's OM and P&FS will monitor construction of the Facilities and resolve any issues with the Applicant in coordination with ConnDOT's Office of Rights of Way.

8. CONNDOT EVALUATION ROLES AND RESPONSIBILITIES

Approval for the placement of Facilities rests with the CSC. The role of ConnDOT in locating Facilities on ConnDOT proposed Sites is that of a property owner. ConnDOT will review the Applicant's application to determine how the Facilities impact the safety, efficiency and integrity of ConnDOT's transportation infrastructure.

An initial viability review will be done in the field to eliminate Sites that have a significant negative impact on the transportation infrastructure. More detailed reviews of the proposed construction of the Facilities will be done to determine restrictions or caveats that may be included in the ISA.

A. Office of Rights of Way

The Rights of Way Coordinator serves as the primary contact with the Applicants for Facilities on ConnDOT property. The Coordinator will monitor the status of all proposals through the completion of construction to insure that ConnDOT's interests are protected. The Coordinator ensures that all appropriate Offices have an opportunity to review and comment on proposals and that those responses are made in a timely fashion.

B. Office of Maintenance (OM)

ConnDOT's Office of Maintenance (OM), through the applicable District Maintenance Director, is responsible for supplying personnel to be part of the Site Evaluation Team responsible for concurring on final Site viability. The District Maintenance Director is also responsible for reviewing proposed construction plans to ensure that the proposed construction does not interfere with ConnDOT's ability to provide transportation system maintenance. All reviews regarding Facilities within the highway right of way, shall take into consideration Encroachment Permit requirements relative to construction and access.

C. Office of Property and Facility Services (P&FS)

ConnDOT's P&FS is responsible for: (i) code-related plan reviews; (ii) supplying personnel to be part of the Site Evaluation Team; (iii) issuance of a Notice of Intent to Construct (NOIC); and (iv) construction inspection of all Facilities that are to be constructed on ConnDOT property. This authority originally resides with the Office of the State Building Inspector and the Office of the State Fire Marshal, both being part of the Department of Public Safety (DPS) pursuant to Connecticut General Statutes Sections 29-252 (Building Codes) and 29-292 (Fire Codes), and such authority has been delegated to P&FS regarding construction of the Facilities as the representative having jurisdiction for the DPS. During the construction inspection, the P&FS will confirm code compliance and in most cases will be required

to inspect and approve the electrical service installation before the utility company will energize the service. In addition, the P&FS shall also review all proposed Facilities that are planned for a Site for which the P&FS has maintenance or operational responsibilities.

D. Bureau of Policy & Planning (BPP)

ConnDOT's BPP is responsible for supplying personnel to be part of the Site Evaluation Team that meets at the proposed Site to determine its viability for the Facilities. This Bureau will also determine whether the proposed Site is in the vicinity of any future transportation improvement projects, as the Facilities should not be considered viable in areas where their relocation would be required due to a transportation improvement project scheduled within the ensuing five (5) years. Additionally, this Bureau will coordinate the preparation of any environmental documents (i.e. Categorical Exclusion) required for the proposed construction.

E. Federal Highway Administration (FHWA)

The FHWA will be requested to accompany the Site Evaluation Team to assist in assessing the viability of the proposed Site if it is located within the Federal-Aid System of Highways. The FHWA will provide a final review of any proposed ISA for Sites located within the Federal-Aid System of Highways.

F. Office of Rail (OR)

ConnDOT's OR is responsible for supplying personnel to be part of the Site Evaluation Team to assist in assessing the viability of the proposed Site if it is located along, within or in the vicinity of railroad lines, corridors, stations, or facilities owned by ConnDOT. OR has also developed the attached Communication Tower Program Procedures ("Attachment C") in conjunction with Applicants seeking to construct Facilities on Sites along, within or in the vicinity of railroad lines, corridors, stations, or facilities owned by ConnDOT.

G. Bureau of Aviation & Ports (BAP)

ConnDOT's BAP's Office of Project Management must be contacted by the Applicant in order to initiate a review process by the Federal Aviation Administration (FAA) to determine the feasibility of placing Facilities on ConnDOT property on or in the vicinity of an airport owned by ConnDOT. This Office is also responsible for supplying personnel to be part of the Site Evaluation Team to assist in assessing the viability of the proposed Site if it is located on ConnDOT airport property or in the vicinity of an airport owned by ConnDOT. In completing a required FAA Form 7460-1, "Notice of Proposed Construction or Alterations", the Applicant must provide specific information on the proposed Site where the Facilities are to be located on the form. Examples of some of the types of information that will be requested are: the location of Site; height of the Facilities; distance of Facilities to nearest airport; and Site elevation.

Elements to be considered when assessing the viability of proposed Facilities on the proposed Site.

- A. Access will not be allowed from a limited-access highway mainline or ramp system.
- B. Vehicles used in conjunction with Facilities maintenance may not occupy, in a stopped condition, shoulders of the highway mainline or ramp system.

- C. No one employed by or equipment owned by the Applicant or a Co-locator will be permitted within thirty (30) feet of travel lanes, without specific permission from the District Maintenance Director.
- D. All of the Applicant's and Co-locators vehicles shall be distinctly and clearly marked with company identification and be equipped with amber beacons.
- E. All activities to be performed by the Applicant and Co-locators within the highway right of way (relative to the Facilities) shall be planned and accomplished to minimize obstructing, delaying or distracting motorists.
- F. The use of aircraft, personnel climbing towers or other equipment by the Applicant or a Co-locator, or undertaking activities which may distract a motorist must be coordinated with the appropriate ConnDOT Maintenance Office to determine the most advantageous time to complete the work and identify any specific restrictions that may apply. This notification, except for emergencies, should be made at least two (2) weeks prior to scheduling the work.
- G. Access roads to the proposed Facilities must be from local roads or unlimited-access State highways and be constructed in accordance with ConnDOT Encroachment Permit regulations. Vehicle parking by the Applicants or Co-locators must be beyond the standard clear zone.

9. CONSIDERATION OF THE LOCATION OF FACILITIES

- A. Access to the proposed Site cannot be made from a limited-access highway mainline or ramp system. All access for both construction and maintenance must be made from local or unlimited-access State Roads.
- B. When feasible, the proposed Facilities shall be constructed a minimum of sixty feet (60') from the travel way.
- C. When placement of sixty feet (60') from the travel way is unattainable, the proposed Facilities shall be constructed outside the design "clear zone" for the given highway. (Note: Refer to Chapter 13 of the ConnDOT Highway Design Manual for "clear zone" criteria.)
- D. When placement outside the design "clear zone" is unattainable, the proposed Facilities shall be constructed behind a barrier that meets ConnDOT design criteria, standards, deflection and grading requirements. (Note: Refer to Chapters 4, 5 and 13 of the ConnDOT Highway Design Manual for design criteria and contact the ConnDOT Project Development Unit for standard barrier details.)
- E. Preferred location of the proposed Facilities would be on an up slope to omit the possibility of collision by an errant vehicle.
- F. When behind a guide rail, the proposed Facilities shall be at least six feet (6') clear of the standard guide rail and shall allow for anticipated deflection.
- G. Wherever possible, the proposed Facilities should be located adjacent to commercial or industrial land uses rather than residential, park, or other higher land uses.

- H. The proposed Facilities should be located at a point where the proposed Facilities will not reduce merging, cross corner, or stopping sight distance.
- I. Potential space for additional equipment shelters should be evaluated.
- J. Anticipated changes, due to any proposed or ongoing construction projects, should be considered in choosing the Sites.
- K. Access within rest areas or similar low speed areas should be considered. Layout should minimize damage to trees, shrubs, and other existing landscape.
- L. A fully paved access drive with a turnaround, if possible, should be constructed to eliminate the need for vehicles backing onto the highway.
- M. If a gate is appropriate, installation thereof should be an adequate distance off the highway to allow a maintenance vehicle and trailer to pull entirely off the highway when unlocking the gate. Gates will discourage unauthorized individuals from gathering in undesignated areas.
- N. Any utility requirements related to the operation of the proposed Facilities shall be reviewed by ConnDOT on a case by case basis.



ATTACHMENT

B

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. E&H.O.- 53

August 7, 2006

SUBJECT: Telecommunications Installations Within the State Highway Right of Way

There is an increasing demand for improved wireless communication coverage and capacity within the State, particularly along the major expressway routes. The Department will permit the installation of telecommunications towers within the State highway right of way provided that all of the following parameters are satisfied:

- The safety of the traveling public is of paramount concern and no telecommunications installation will be permitted within the right of way of a State highway when the Department determines that the installation is contrary to the safety needs of its users.
- Access to construct and maintain telecommunications facilities located within the right of way of limited access State highways shall not be permitted from the mainline travel lanes or ramps.
- The Department will expect that all telecommunications providers work cooperatively to ensure that the number of telecommunications installations within the State highway right of way is kept to an absolute minimum.
- Telecommunications providers will be required to execute a Master License Agreement with the Department.
- Federal Highway Administration approval will be required for certain State routes. If this approval is not granted, the installation cannot be permitted.
- The Department has designated certain State highways as "Scenic Roads." Any telecommunications facility that is proposed to be located within the right of way of a scenic road shall be reviewed by the Department's Scenic Road Advisory Committee (SRAC). Furthermore, the SRAC shall make recommendations to the Commissioner of Transportation on the acceptability of any proposed telecommunications facility within the right of way of a scenic State highway.
- The Merritt Parkway is a designated "scenic highway" and is also listed on the "National Register of Historic Places." All matters related to any proposed telecommunications facility within the right of way of the Merritt Parkway are to be reviewed by the Merritt Parkway Advisory Committee (MPAC). Furthermore, the MPAC shall make recommendations to the Commissioner of Transportation on the acceptability of any proposed telecommunications facility within the right of way of the Merritt Parkway.

To the extent feasible, the Department intends to work cooperatively with the Connecticut Siting Council and telecommunications providers to improve communications coverage and capacity, subject to the limitations noted above.


Ralph J. Carpenter
COMMISSIONER

ATTACHMENT A

PRELIMINARY SITE EVALUATION CHECKLIST
WIRELESS COMMUNICATIONS FACILITIES PROGRAM
Connecticut Department of Transportation (ConnDOT)
Potential Transportation Infrastructure Impacts
Location:

1. Are the proposed Facilities **within** or abutting the right-of-way of a ConnDOT maintained highway?
 No
 Yes – Specify the location and show location on a detailed site plan.

2. Is access for construction or maintenance of the proposed Facilities needed directly from a ConnDOT maintained highway?
 No
 Yes – Identify specific needs and access to the Site

3. Does the construction or maintenance of the proposed Facilities impact any licensed aviation facility (L.A.F.) [Definition: L.A.F. is a facility licensed to operate by ConnDOT (i.e. airport, heliport, or parachute drop zone)].
 No
 Yes – Please provide a site plan.

4. Are the proposed Facilities within or abutting a ConnDOT-owned Railroad Right-of-Way?
 No
 Yes – Please provide a site plan.

5. Are the proposed Facilities located within the right-of-way of a ConnDOT-maintained highway or other ConnDOT property?

No – Stop and skip remaining questions.

Yes – The following items will be required:

- Extensive ConnDOT design review.
- An executed Master License Agreement (MLA) with ConnDOT
- Upon approval of an individual Site plan, an executed Individual Site Agreement (ISA) with ConnDOT.

6. Are the proposed Facilities located within the right-of-way of a limited-access highway?

No

Yes – The following items will be required:

- Federal Highway Administration (FHWA) approval.
- Site to be at or near right-of-way line.
- Extensive ConnDOT design review.
- An executed MLA with ConnDOT.
- Upon approval of an individual Site plan, an executed ISA with ConnDOT.
- Access to construct and maintain the Facilities will not be permitted from the mainline travel lanes or ramps of the highway.

ATTACHMENT C
BUREAU OF PUBLIC TRANSPORTATION
OFFICE OF RAIL
WIRELESS COMMUNICATIONS FACILITY PROGRAM PROCEDURES

The following steps outline the Office of Rail, Wireless Communications Facility Program Procedures, for the placement of communication towers, facilities and/or appurtenances (“Facilities”) along, within or in the vicinity of railroad lines, corridors, stations or facilities owned by the Department of Transportation (ConnDOT).

- I. Office of Rail Application Function:
 - A. All requests from wireless communications providers and wireless communications facilities providers (“Applicants”) for siting Facilities on ConnDOT property along, within or in the vicinity of railroad lines, corridors, stations or facilities must be directed to: Ms. Julie Thomas, Property Management Division, Office of Rail, Union Station, 50 Union Avenue, 4th Floor West, New Haven, CT 06519.
 - B. The Applicant shall supply a duly executed copy of the Master License Agreement (MLA) to the Office of Rail, and/or will be provided with an MLA for completion prior to any discussions concerning desired siting locations within ConnDOT rail property.
 - C. The Applicant shall submit a complete Site Candidate Packet (See Attachment R-1), which must include an aerial photo of the desired location, street map with site location marked (hereinafter the “Site”), and search ring identified, directions to the Site, diagrammatic level sketch, latitude and longitude of the desired Site, Site photos, topography map with Site plotted and search ring identified, the Preliminary Site Evaluation Checklist, deeds verifying ConnDOT ownership, and an Encroachment Permit or Right of Entry request for preliminary Site evaluation work.
 - D. The Office of Rail shall organize a Site Evaluation Team consisting of members based upon which jurisdictions are impacted by the proposed location of the Facilities. Site Evaluation Team members will include representatives from the Offices of Rail, Rail Design and Construction, Rail Regulatory, as well as Metro-North Commuter Railroad Company for the New Haven Main Line, Waterbury, Danbury and New Canaan Branch Lines, and any other impacted ConnDOT Bureaus or private or public entities.

BUREAU OF PUBLIC TRANSPORTATION
OFFICE OF RAIL
WIRELESS COMMUNICATIONS FACILITY PROGRAM PROCEDURES

I. Office of Rail Application Function (cont.):

- E. Prior to discussions regarding locating Facilities on ConnDOT rail property or any visits to proposed Sites located along, within, or in the vicinity of railroad lines, corridors, stations or facilities, a MLA must be fully executed by both the Applicant and ConnDOT.

II. Office of Rail Site Evaluation Process:

- A. The Office of Rail shall review the Site Candidate Packet supplied by the Applicant and evaluate the Preliminary Site Evaluation Checklist for all Facilities along, within, or in the vicinity of railroad lines, corridors, stations or facilities owned by ConnDOT.
- B. The Applicant shall be advised by the Office of Rail regarding the Acceptability of the Preliminary Site Evaluation Checklist.
- C. If the materials submitted are deemed unacceptable, the Office of Rail will inform the Applicant of the specific deficiencies so that the Applicant has an opportunity to make the necessary alterations for resubmission and approval. In the event the application is not approved, the Applicant will be notified promptly by the Office of Rail.
- D. The Office of Rail shall conduct the following actions as part of the Site evaluation process:
 - 1. Determine the status of any proposed transportation improvements in the vicinity of the proposed Site by performing a Bureau-wide concurrence process.
 - 2. Verify applicants' data regarding property ownership to verify that ConnDOT holds fee interest in the property.
 - 3. Identify and schedule Site Evaluation Team members for a Site inspection.
- E. The Site Evaluation Team and Applicant shall visit the proposed Site. The Office of Rail shall advise the Applicant of ConnDOT's decision regarding the use of the Site.

BUREAU OF PUBLIC TRANSPORTATION
OFFICE OF RAIL
WIRELESS COMMUNICATIONS FACILITY PROGRAM PROCEDURES

II. Office of Rail Site Evaluation Process (Cont.):

- F. If approved by ConnDOT, the Office of Rail shall process either an Encroachment Permit or a Right of Entry for the Applicant to conduct Preliminary Site assessments such as radio frequency testing, surveying and soil analysis.
- G. Upon receipt of the Site approval by ConnDOT, the Office of Rail shall advise the Applicant it has forty-five (45) calendar days to conduct preliminary Site assessments to determine if it wishes to go forward and seek approvals through the Connecticut Siting Council (CSC). In addition to obtaining CSC approvals, the Applicant is informed that it must also obtain any other necessary State or private or public approvals necessary for the construction of the Facilities. If application to the CSC is not made within this 45-day time period, the applicant forfeits its standing and the Site becomes available for review by other applicants.

III. Office of Rail CSC Confirmation, Individual Site Agreement (ISA), and Construction Process

- A. The Applicant must submit proof to the Office of Rail, 50 Union Avenue, 4th Floor West, New Haven, CT 06519, that it has submitted an application to the CSC and provide a Two-Thousand Dollar (\$2,000) application fee in the form of a certified or bank officer's check made to the order of "Treasurer, State of Connecticut". Upon receipt, the Office of Rail will initiate a final review of the proposed Facilities construction.
- B. The Office of Rail will request an internal final review of the proposal by the following Offices and Bureaus:
 - 1. Rail Operations
 - 2. Rail Design and Construction
 - 3. Rail Regulatory
 - 4. Property and Facilities Services
 - 5. Bureau of Policy and Planning and any affected Bureau(s) within ConnDOT

Reviews will be completed within one month of the request.

BUREAU OF PUBLIC TRANSPORTATION
OFFICE OF RAIL
WIRELESS COMMUNICATIONS FACILITY PROGRAM PROCEDURES

III. Office of Rail CSC Confirmation, Individual Site Agreement (ISA), and Construction Process (cont.):

- C. Any omissions or corrections in the application will be reported to the Applicant by the Office of Rail. The Applicant will be provided with an additional 30-day period in order to correct any deficiencies.
- D. The Office of Rail will forward a copy of the proposal to the Department of Public Safety and ConnDOT's Radio Communications Office to determine the State's need for co-location at a proposed Site.
- E. The Office of Rail will prepare an ISA for all proposed Sites based on comments from ConnDOT reviews. This document will contain all special provisions and restrictions relative to the proposed construction of the Facilities as well as the co-location requirements of the State.
- F. Upon receipt of approval from the CSC, the ISA will be prepared by the Office of Rail and forwarded to the Applicant for signature.
- G. If required, the ISA will be forwarded by the Office of Rail to any applicable Federal oversight authority should Federal regulatory approval be deemed necessary.
- H. The ISA will be forwarded by the Office of Rail to the Bureau Chief of Public Transportation for ConnDOT approval.
- I. The executed ISA will be forwarded to the Applicant, ConnDOT's Accounts Receivable Unit for billing purposes, Office of Property and Facilities for the issuance of a Notice of Intent to Construct, and the Office of Rail for the issuance of an Encroachment Permit.
- J. Once all of the aforementioned conditions are met, the Applicant shall be notified and construction may begin.
- K. The Office of Rail, Rail Design and Construction, and Rail Regulatory, including any individual Bureaus in ConnDOT or private entities impacted by the construction of the Facilities, will have oversight of the construction projects along, within, or in the vicinity of railroad lines, corridors, stations or facilities and will resolve issues with the Applicant in coordination with the Office of Rail.

(Attachment R-1)
SITE CANDIDATE PACKET

Date Submitted: _____

Applicant Contact Person: _____

Address: _____

Phone: _____

Cell: _____

E-mail: _____

Search Ring: _____

Site Address: _____

Latitude/Longitude: _____

Ground Elevation: _____

Define Site Type: (raw land, existing tower, facility, etc..)

Structure Height: _____

Mount Height: _____

Access Existing ?: _____

Access Proposed ?: _____

Proposed Location of Equipment: _____

Location of Power and Teleco Demarcation:

For Existing Towers:

Owner Name: _____

Address: _____

Contact Name: _____

Contact Phone Number: _____

The following items must be attached:

Street Maps, GIS, Site location with search ring identified, diagrammatic sketch

Directions, site photos, corresponding deeds or verification of ownership

Topographical map with site plotted and search ring identified

Right of Entry or Encroachment Permit Request