



Town of Kennebunk  
RFP # EVD-001  
October 10, 2024

## Title Page

### Request for Proposals RFP # EVD-001 Wireless Telephone Communications Facility

**Respondent:**

Wireless *EDGE* Towers III, LLC  
Delaware limited liability company  
d/b/a "Wireless EDGE"

**Office Address:**

38 West Market Street  
Rhinebeck, NY 12572

**Mailing Address:**

PO Box 63  
Rhinebeck, NY 12572

**Authorized Representative and Contact Information:**

John E. Arthur  
Tel: (914) 712-0000, Ext 103  
Mob: (914) 216-4087  
Fax: (914) 712-9005  
[arthur@wirelessedge.com](mailto:arthur@wirelessedge.com)

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38 West Market Street  
Rhinebeck, New York 12572  
Office: (914) 712-0000  
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October 10, 2024

Town of Kennebunk – Town Manager’s Office  
1 Summer Street, Room 205  
Kennebunk, ME 04043  
Attn: Tina Radel, Communications and Marketing Specialist

Re: RFP # EVD-001 – Wireless Telephone Communications Facility

Dear Ms. Radel:

Wireless *EDGE* respectfully submits the enclosed proposal in response to the RFP. We have direct experience in all elements of the scope of work, and we possess all the administrative tools, documentation and processes required to professionally manage the tower facility.

Our specialty is the development, leasing and operation of tower facilities on governmental properties with over 95% of our sites on public property including schools, parks, public works, town halls, fire stations, highways and institutional campuses. We have experience constructing and operating antenna facilities where security and restricted access protocols are required, such as police stations, correctional facilities and military bases.

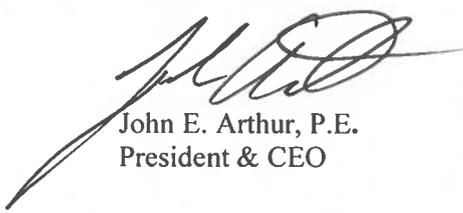
The Town will benefit from our turnkey approach in facilitating the Town’s use of the tower facility. We regularly work with local public safety agencies to access our towers, and we will lend our expertise in antenna system design and installation to facilitate the Town’s antenna placements.

Included with our proposal is a presentation highlighting some similar successful projects.

Since Wireless *EDGE* is an independent tower company that is “carrier neutral” with independent financing and management, we are in the best position to maximize the potential of the site and move quickly with the development.

We sincerely appreciate your time and attention to this proposal, and we look forward to working with the Town, should we be awarded the contract.

Very truly yours,



John E. Arthur, P.E.  
President & CEO

## 2.0 Introduction

### 2.1 Executive Summary

We are responding to a Request for Proposals (the “RFP”) by the Town of Kennebunk for development and operation of a Wireless Telephone Communications Facility on Town-Owned Properties. Wireless *EDGE* will fully fund, build and operate telecommunication towers and associated ground facilities to accommodate co-location of multiple wireless carriers and the Town’s antennas (the “Facility”). We will generate significant revenue for the Town while providing the Town and commercial wireless carriers with a state-of-the-art telecommunications site.

Wireless *EDGE* offers a unique blend of highly personalized service and extensive best-in-class resources, ensuring that the Town will get excellent long-term value for use of its properties. Our industry experience of over 26 years in business and thousands of antenna sites will ensure that the Town has leading industry experts on its team. Our experience developing and operating facilities on Government properties will ensure that the Town’s concerns, such as security and access, are properly addressed.

The release of this RFP by the Town is very timely since the wireless carriers are emerging from a period of uncertainty and preparing for a technology evolution with 5G level services. The carriers are still in the process of completing many years of 4G-LTE upgrades and many areas still suffer from unfilled coverage and capacity gaps. The successful T-Mobile/Sprint merger will unlock new infrastructure investment and reignite competitive buildout spending by Verizon and AT&T. At the same time, a new market entrant - Dish Network - has already launched an aggressive network deployment and selecting cell sites for a new phase. The conclusion of this RFP process will set the Town up for success as carriers are planning new cells and upgrading existing ones.

Wireless *EDGE* is a Wireless Infrastructure Provider (tower company) that specializes in developing and managing antenna facilities on Governmental properties. Wireless *EDGE* was formed in 1998 by a group of experienced telecommunications professionals to serve municipalities, public agencies and commercial real property owners. Wireless *EDGE* provides our clients with services of the highest quality that are customized to meet the unique requirements of each client and project.

**Wireless *EDGE* is “carrier neutral”. We do not perform network services for the wireless carriers, and we do not have master lease agreements with the carriers. Therefore, with Wireless *EDGE*, the Town can be assured that there are no conflicts of interest, no pre-negotiated pricing and no favored status**

terms in our leases. In addition, we have no competing properties with the Town's property, so the Town will be our *only* marketed sites in the area.

Our management team and installation crews have extensive experience constructing facilities on public property, including facilities for the State of New Jersey, State of Ohio, Commonwealth of Massachusetts, National Weather Service, NASA, U.S Army and numerous municipalities. We are currently working on several state, county and local level projects including Baltimore County (Maryland), Wake County Public School System (North Carolina), Collier County Public Schools (Florida), South Jersey Transportation Authority, Seattle Housing Authority and the Massachusetts Division of Capital Management and Maintenance. Wireless *EDGE* has successfully developed and managed facilities nationwide, while maintaining a hands-on approach.

We believe this project is an opportunity to accomplish several goals for the Town, specifically:

- Provide quality wireless infrastructure to serve the Town and local public safety agencies
- Improve and expand the opportunities for commercial carriers to provide wireless telecommunications services in the community, including increased bandwidth and the latest technologies
- Maximize the potential long-term revenue stream for the Town
- Provide the Town with complete fiscal transparency and audit rights

## 2.2 Conclusions

We believe Wireless *EDGE* will best serve the Town for this project for the following reasons:

1. The Town will use the tower for its municipal and public safety antennas at no charge. **Wireless *EDGE* will perform the site improvements and installation of the Town's equipment at no cost to the Town. In addition, Wireless *EDGE* will provide the Town with a complete bill of materials to facilitate its public safety antenna installations including radio equipment housing (outdoor cabinet or shelter as required), antennas, mounts, cabling, and a back-up generator.** The Town can rely on our expertise in antenna systems to help select the appropriate materials and components.
2. Wireless *EDGE* has owned and operated tower facilities on Government properties since 1999 and we have developed a deep understanding of tower facility operation and lease management.

3. Wireless *EDGE*'s background in engineering and complex antenna system design distinguishes us from most tower companies in terms of technical capability. We have performed concept to production design, manufacturing and installation work for NOAA and NASA. We have also custom-designed and built unique tower structures.
4. Wireless *EDGE*'s "carrier neutral" position means that the Town is our client, and we are working and negotiating with the wireless carriers in the best interest of the Town. Wireless *EDGE*'s financial interests are aligned with the Town with our proposed revenue sharing program.
5. We do not perform site acquisition services for the wireless carriers, and we do not have master lease agreements with the carriers. Therefore, with Wireless *EDGE*, the Town can be assured that there are no conflicts of interest, no pre-negotiated pricing and no favored status terms in our leases.
6. We have no competing properties in the area with the Town's property, so the Town will be our *only* marketed sites in the area.
7. The wireless industry has promoted a race to the bottom for network services – volume discount and lowest price take priority over quality and performance. Unlike most of the wireless industry, we are not guided by lowest price for our project consultants and installation crews. We value companies that provide outstanding service and technical prowess. Our vendor relationships have often spanned decades, and we typically employ local companies to support the construction and ongoing maintenance.
8. Wireless *EDGE*'s team stays current on industry trends, towers designs and regulatory requirements. We regularly participate in industry events and tower business associations including membership in the WIA Infrastructure Developers Forum (<https://wia.org/industry-initiatives/idf/>), an association of the top tower industry professionals in the country.
9. Throughout the lease term, the Town may need to modify its antennas or add additional antennas. **For these changes, Wireless *EDGE* will perform the structural analysis at no charge to the Town.** Over the lease term, this will result in considerable savings for the Town.
10. We manage and administer portfolios for Government clients and perform as fiduciary and watchdog of public revenues. Our level of transparency and integrity is unmatched in the industry.

### 3.0 Pricing Proposal

*Wireless EDGE will generate a significant source of revenue for the Town of Kennebunk by developing and marketing a state-of-the-art Wireless Telecommunications Facility. Wireless EDGE will maximize revenues for the Town through effective marketing and management.*

We have structured our pricing proposal to permit the Town to participate fully in the potential of the Project to generate revenue. Table 1 below is a summary of the compensation to the Town from the Project.

**There will be no fees payable by the Town – all revenues flow to the Town from the Project, and Wireless EDGE’s compensation is derived solely from revenues generated by the Project.**

The goal of the Project is to attract wireless carrier deployment in the Town to improve local wireless coverage while providing quality infrastructure for the Town’s public safety antenna systems. The wireless carriers will concentrate on infrastructure with little to no capital contribution, favorable rental rates and other inducements such as tenant-ready status and tenant improvements. For this reason, we are proposing a simple revenue sharing model that allows us to negotiate rates and develop incentives for operators to deploy on the Town property.

### 3.1 Major Terms of Financial Proposal

We have summarized the major terms of our proposal in Table 1 below.

**Table 1 - Summary of Payments to Town**

Proposal Section	Description	\$ or % To Town
	<b>Lump Sum Payments:</b>	
3.1.1	Sublease Bonus for Major Carriers	<b>\$5,000 each</b>
3.1.2	Renewal Bonuses (\$10,000 each)	<b>\$40,000 total</b>
	<b>Sublease Revenue Sharing – Greater of:</b>	
3.1.3	Anchor Co-locator (First Carrier)	<b>75%</b>
	or	
3.1.3	All Co-locators (Carriers/Tenants)	<b>50%</b>
	<b>Minimums</b>	
3.1.4	Minimum Revenue Sharing to Town	<b>\$22,500/year</b>
3.1.4	Minimum Annual Index Rate	<b>2.0%</b>
3.1.5	<b>Town Bill of Materials &amp; Installation</b>	<b>See Below</b>

Wireless *EDGE* will be responsible for the cost of design, permitting and construction as well as all maintenance, insurance, management and operating expenses.

The Town and Wireless *EDGE* will enter into a Wireless Telecommunications Facility Lease Agreement (a "WTFLA" or "Ground Lease") substantially in the form provided in **Appendix B** of our proposal. This form has been used by numerous municipalities at local, county and state levels. **We acknowledge that this form lease is being submitted for discussion purposes only and is subject to negotiations with the Town.** Wireless *EDGE* will then enter into sublease agreements with each wireless carrier to co-locate on the tower.

The proposed term includes an Initial Term of ten (10) years, followed by four (4) 10-year Renewal Terms.

### **3.1.1 Sublease Bonus for Major Carriers**

Upon signing each sublease with a major wireless carrier, Wireless *EDGE* will pay the Town **Five Thousand Dollars (\$5,000)**, payable within ten (10) business days of signing each sublease contract.

### **3.1.2 Renewal Bonuses**

Upon renewal of each Renewal Term, Wireless *EDGE* will pay the Town **Ten Thousand Dollars (\$10,000)**, payable upon the start of each new term.

### **3.1.3 Sublease Revenue Sharing (Rent)**

On a monthly basis, Wireless *EDGE* will pay the Town a Revenue Share based on a percentage of the gross monthly rental income received from wireless carriers and other tenants on the tower.

The Revenue Share shall be the greater of (i) **Seventy-five Percent (75%)** of the gross Anchor Co-locator (1<sup>st</sup> Carrier) rental income, or (ii) **Fifty Percent (50%)** of the gross rental income from all co-locators (tenants) on the tower. The Minimum Revenue level below is applicable. The Town's Revenue Share will be based on gross rental receipts including escalations and future equipment modification amendments.

**The Town will have complete sublease transparency and audit rights to verify Revenue Share rental income. In addition, Wireless *EDGE* will provide the Town with a detailed statement along with each remittance.**

### **3.1.4 Minimum Revenues**

The Minimum Sublease Revenue Sharing annual Rent to the Town will be **\$22,500** per year. The Minimum Sublease Revenue Sharing is based on a projected gross tenant rent of \$30,000 per year for the first carrier ( $\$30,000 \times 75\% = \$22,500$ ). If the actual rate is higher, the Town will receive a higher amount.

The Town's Revenue Share will escalate at the greater of the Annual Index Rate negotiated in each sublease or a **minimum index rate of 2.0% per year** for major carriers.

### 3.1.5 Town Bill-of-Materials & Installation

Wireless *EDGE* will include the following to facilitate the Town's use of the tower:

- **Wireless *EDGE* will provide the Facility use to the Town or designated agencies at no cost (\$0 rent). The top position on the tower above the commercial levels will be reserved for Town use. Additional space will also be allocated below the commercial antenna levels. This will include suitable antenna mounts and cable ports.**
- Wireless *EDGE* will include antenna mount(s) for use by the Town and/or local municipal/public safety agencies.
- Wireless *EDGE* will prepare equipment space for the Town at no charge, including concrete slab or piers, meter pan, waveguide (ice) bridge, utility conduits and grounding system. Wireless *EDGE* will also install the Town and/or public safety antennas on the tower at no cost.
- Wireless *EDGE* will provide a complete bill-of-material for the Town's antenna and line installation including all components required to connect to the Town's radios: Antennas, Cables, Connectors, Jumper Cables, Tower Mounts, Antenna Mounts, Waveguide Bridge, Grounding Components, Cable Conveyance and Weatherization, Surge Suppressors, Cable Ports, etc.
- Wireless *EDGE* will provide suitable housing for Town's radios. This may include an outdoor cabinet or equipment shelter, depending on the requirements of the Town.
- Wireless *EDGE* will provide a dedicated back-up power generator and automatic transfer switch for the Town's equipment.

The Town will be responsible for its radios and radio integration, electricity usage, and fuel (to be determined) for the back-up power generator.

### 3.2 Value-Added Considerations

Wireless *EDGE* maintains a stringent and proactive maintenance program. We take pride in the appearance and upkeep of our sites and will treat the Town's property with respect. In addition to our own inspections and site supervision, we supervise co-location installations by the wireless carriers and perform a regiment of inspections, routine upkeep and 24/7 emergency service availability. In addition, Wireless *EDGE* maintains a 24/7 emergency toll-free service so that we can be reached at any time.



## 4.0 Qualifications and Experience

### 4.1 General

Wireless *EDGE* Towers III, LLC  
38 West Market Street  
Rhinebeck, NY 12572  
Delaware limited liability company  
Formed in 2024  
Successor to Wireless *EDGE* Towers, LLC, 2010  
Successor to Wireless *EDGE* Towers II, LLC, 2018  
Executives:  
John E. Arthur, President & CEO  
F. Howard Mandel, Vice President

#### Contact Information:

John E. Arthur  
Tel: (914) 712-0000, Ext 103  
Mob: (914) 216-4087  
Fax: (914) 712-9005  
[arthur@wirelessedge.com](mailto:arthur@wirelessedge.com)

#### Website:

[www.wirelessedge.com](http://www.wirelessedge.com)

#### Offices:

New York Office  
38 West Market Street  
Rhinebeck, NY 12572

Ohio Office  
57 E. Washington Street  
Chagrin Falls, Ohio 44022

## 4.2 Governmental Property Tower Projects

Wireless *EDGE* provides critical wireless infrastructure to get communities connected. We serve municipalities, public agencies, property owners and telecommunications carriers with our expertise in the design, development, and management of wireless facilities nationwide. We take on tough projects and create local solutions to connect communities with state-of-the-art wireless services.

We have established ourselves as industry experts in working with government agencies to develop, lease and manage cell towers and antenna sites to maximize revenue, create value and connect communities to state-of-the-art wireless services.

Whether a single tower or large portfolio, our highly experienced team has developed and refined a streamlined approach to oversee all aspects of facility management. For new towers, we understand the fine points of space planning including integration of government antenna systems and tower load design for future technology migration. We have a history of successfully developing challenging sites, including highway right-of-way, remote areas that require specialized design, and security considerations.

*Our integrity and our unprecedented level of transparency and reporting means your agency can rest assured that we are working in the public interest.*

Our facilities are typically located at town halls, DPW yards, police and fire stations parks, public housing, campuses, golf courses and other public properties.

Our management team and installation crews have extensive experience constructing facilities on public property, including facilities for State of New Jersey, Baltimore County MD, National Weather Service, U.S Army, NASA and municipalities coast to coast. Wireless *EDGE* provides engineering, technical support and construction management for the National Weather Service and regularly provides tower and antenna system design support for municipal systems on our towers.

## 4.3 History

Since 1998, the company has developed extensive wireless site development experience providing network deployment services to wireless carriers including AT&T, MetroPCS, Sprint PCS, Nextel and T-Mobile. Services included site acquisition, leasing, permitting and construction management. Wireless *EDGE* also specializes in designing and permitting antenna sites on Landmark buildings and in Historic Districts and is the foremost expert in the market.

In 2000, Wireless *EDGE* developed its first tower site in Harbor Island Park, Mamaroneck, New York. The successful facility set the stage for Wireless *EDGE*'s focus on developing strategic tower facilities on public properties.

In 2002, Wireless *EDGE* became the exclusive turn-key site development provider for Sirius Satellite Radio, deploying terrestrial sites nationwide in several phases. Services included turn-key site acquisition through construction, as well as custom infrastructure design, material procurement and logistics. In 2024, Sirius XM contracted with Wireless *EDGE* to provide antenna upgrades in New England and the West Coast.

Since 2007, Wireless *EDGE* has provided design-build services to the National Weather Service for the NOAA Wind Profiler Program throughout the continental U.S and Alaska. In 2012, the Wireless *EDGE* team provided design-build support project for NASA's launch support wind profiler radar at Kennedy Space Center. Wireless *EDGE* provided mechanical design and engineering, site surveys, permitting, material and logistics, depot-level equipment integration, site construction management and field installation.

In 2010, Wireless *EDGE* entered into capital funding agreements with Peppertree Capital Management, Inc. ("Peppertree") to provide commitments for infrastructure funding for Wireless *EDGE*'s development of wireless facilities. Peppertree is a private equity fund manager focused on wireless communications infrastructure, media and recurring services industries with more than \$6B under management.

#### 4.4 Some Notable Projects:

- **Daytona State College**



In 2020, Wireless *EDGE* was awarded a contract to provide marketing and management services to develop and operate towers on College campuses. The project includes five existing towers, new towers, rooftops and small cell development throughout the College's eight campuses.



- **South Jersey Transportation Authority**

We are currently developing tower facilities along the Atlantic City Expressway, including replacement of an existing 300-foot guyed tower with a new high-capacity self-supporting tower completed in 2014. We currently operate tower facilities along the Expressway and Atlantic City Airport.



- **Baltimore County, Maryland**

We manage over 200 properties for Baltimore County, Maryland including both new tower development and management of antenna facilities on existing the County structures. We are currently developing numerous sites and modifications on towers and water tanks.



- **Wake County Public School System**

In 2018, Wireless *EDGE* in a joint venture with APC Telecom was awarded a 25- year marketing and management contract to develop and operate towers on Wake County (NC) school properties. The project includes 183 school properties.



- **Forest Preserves of Cook County, Illinois**

In 2021, Wireless *EDGE* was awarded a contract to develop and operate towers on Forest Preserve properties. The project includes eleven properties throughout Cook County including maintenance and police facilities, and golf courses.



- **New Jersey Sports & Exposition Authority**

We completed two high-capacity tower facilities at the Meadowlands Sport Complex in advance of the 2014 Superbowl at the MetLife Stadium.



- **Seattle Housing Authority, Washington**

In 2019, Wireless *EDGE* was awarded a Telecommunications Management contract to market and manage SHA's 70+ properties throughout the greater Seattle area. The project includes management, site supervision and lease administration for numerous cell installations, including fiduciary level responsibility.



- **Archdioceses of New York**

In 2022, Wireless *EDGE* was awarded a contract to provide marketing and management services to develop and operate tower and rooftop cell facilities on ArchNY properties across 10 counties. The program encompasses approximately 200 properties including existing broadcast tower sites and schools.



- **Homer Spit, Alaska**

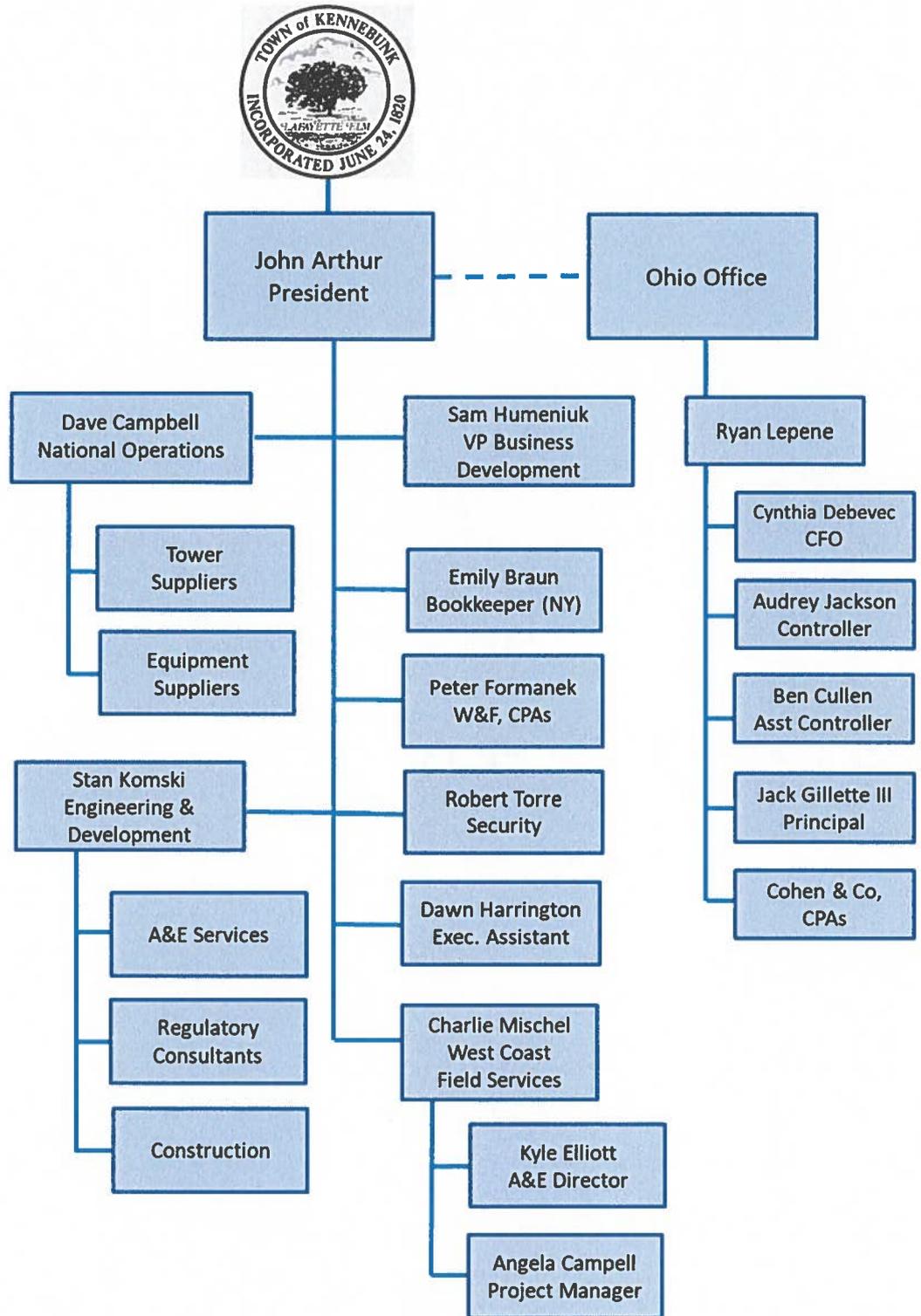
In 2018, Wireless *EDGE* completed a multi-carrier tower facility on the famous Homer Spit in Homer, AK. The project included public safety antenna facilities installed by Wireless *EDGE*. In 2022, we completed a second tower in Homer.



- **Collier County Public Schools**

In 2023, Wireless *EDGE* was awarded a county-wide marketing and management agreement for development of wireless towers on school properties. The project includes 64 schools.

**4.5 Organizational Chart**



## 4.6 Key Personnel

A brief summary of management for the Project is below. Please see [www.wirelessedge.com](http://www.wirelessedge.com) for additional details.



**John E. Arthur, President & CEO**

Rhinebeck, NY [arthur@wirelessedge.com](mailto:arthur@wirelessedge.com), (914) 216-4087

Mr. Arthur is the founder of Wireless *EDGE* and has been the principal executive since the company's inception in 1998. He is responsible for business development and tower project operations, including municipal and public agency projects. Mr. Arthur is a telecommunications professional with an extensive background in wireless implementation, engineering and construction. Mr. Arthur received a Master of Engineering degree in Mechanical Engineering from Manhattan College and is a licensed Professional Engineer (PE) in the State of New York, a member of the Association of Public-safety Communications Officials – International (APCO) and a member of the New York Landmarks Conservancy Professional Circle. Mr. Arthur is credited with several U.S. and international patents in antenna and component design. Currently, Mr. Arthur is serving on the WIA's President's Advisory Board.



**Sam Humeniuk Vice President of Business Development**  
Houston, TX [humeniuk@wirelessedge.com](mailto:humeniuk@wirelessedge.com), (254) 723-6983

Samuel Humeniuk is responsible for fostering growth and facilitating development of client and vendor relations, as well as promoting the advancement of Wireless *EDGE*'s asset portfolio. Mr. Humeniuk brings an array of business development expertise to the Wireless *EDGE* team. Before joining Wireless *EDGE*, Mr. Humeniuk was tasked with increasing market share and contract closure in multiple industries, including telecommunications towers, high-rise construction, and intellectual property law.

Mr. Humeniuk received a Bachelor of Business Administration with a focus on Marketing from Texas Tech University. He currently serves as the president of a nonprofit, which provides scholarships to recent high school graduates from his hometown who wish to pursue higher education.

**David Campbell, National Tower Operations Manager**  
Sandwich, MA [campbell@wirelessedge.com](mailto:campbell@wirelessedge.com), (917) 751-3677



David Campbell is responsible for the delivery of construction projects, developing new tower assets and management of capital improvement projects across the Wireless *EDGE*'s tower portfolios. Mr. Campbell brings 22 years of wireless experience to the Wireless *EDGE* team. Before joining Wireless *EDGE*, Mr. Campbell was a Site Development Manager at Dish Networks where he established a team of site acquisition specialists and construction managers to launch the Dish Wireless network in the New England markets. He was responsible for the leasing, zoning and construction efforts. Mr. Campbell received a Master of Business Administration with a focus in Project Management from Johnson & Wales University.

#### 4.7 **Financial Information**

We are providing the following information to demonstrate our financial capability as required by the RFP.

1. In 2010, Wireless *EDGE* entered into an agreement with Peppertree Capital Management, Inc. to provide a funding commitment for tower funding for Wireless *EDGE*'s development of wireless tower facilities throughout the nation. Our current commitment level is \$200,000,000 (*see attached commitment letter*).

Peppertree Capital Management ("Peppertree") is an investment grade private equity fund manager focused on wireless communications infrastructure. Peppertree's investor base is comprised of institutional investors, which include the nation's largest university endowments, insurance companies, pension funds and family offices. The principals of Peppertree have been investors in wireless communications infrastructure for the past 20 years having invested more than \$6B to wireless communications tower companies, including Wireless *EDGE*. For more information, visit [www.peppertreecapital.com](http://www.peppertreecapital.com).

2. Wireless *EDGE* currently maintains a \$20,000,000 debt facility with CIBC Bank for tower development.
3. Wireless *EDGE* has been successfully operating since 1998 and operating tower facilities since 2001. The majority of tower sites have been on public property and all lease payments have been promptly paid.
4. Financial Statements are available upon request.

### Financial References

<b>Equity Fund Manager:</b> Peppertree Capital Management, Inc. Ryan D. Lepene 57 E. Washington Street Chagrin Falls, Ohio 44022 Tel: 440-528-0328 direct dial Fax: 440-528-0334 fax Email: <a href="mailto:rlepene@peppertreecapital.com">rlepene@peppertreecapital.com</a>	<b>Banking References:</b> CIBC Bank USA Dawn Hunt, Relationship Manager 200 Public Square, Suite 2050 Cleveland, OH 44114 Tel: 216-456-2990 Fax: 216-394-0225 Email: <a href="mailto:DawnK.Hunt@CIBC.com">DawnK.Hunt@CIBC.com</a>
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### 4.8 Subcontractors

For this project, Wireless EDGE will employ the following subcontractors:

**Architectural & Engineering:**  
201 Boston Post Rd W, Ste 101  
Chappell Engineering Associates, LLC  
Marlborough, Massachusetts 01752  
Contact: James Fitzgerald

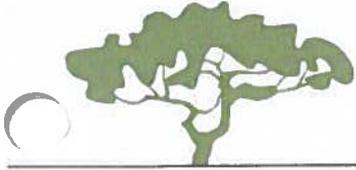
**Environmental Due Diligence and Regulatory:**  
Trileaf Corporation  
8600 Lasalle Road, Suite 301  
Towson, MD 21286  
Contact: Brooks Thacker

**General Construction and Tower Installation:**  
Gallop Construction Services  
26 Sprucewood Drive  
Hodgdon, ME 04730  
Contract: Jeff Gallop

**Zoning and Permitting:**  
Brown Rudnick LLP  
One Financial Center  
Boston, MA 02111  
Contract: Michael R. Dolan, Esq.

### 4.9 Legal Statement

Wireless EDGE Towers III, LLC has not been a party to any lawsuit.



Peppertree Capital Management, Inc.  
57 E. Washington Street  
Chagrin Falls, Ohio 44022

Phone 440.528.0333  
Web [www.peppertreecapital.com](http://www.peppertreecapital.com)

March 25, 2024

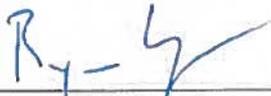
Mr. John Arthur  
Wireless EDGE Towers III, LLC  
38 West Market Street  
Rhinebeck, NY 12572

Dear John:

This letter will confirm that Peppertree Capital Management, Inc. and its affiliates have committed \$200,000,000 of equity capital to Wireless EDGE Towers III, LLC ("Wireless EDGE III").

Peppertree Capital remains eager to increase the amount of equity capital available to Wireless EDGE III should the opportunity arise for tower development or acquisition beyond the current level of committed equity capital.

Very truly yours,  
PEPPERTREE CAPITAL MANAGEMENT, INC.

By:   
\_\_\_\_\_  
Ryan Lepene  
Co-President

## 5.0 Project Understanding and Proposed Approach

*Wireless EDGE will work closely with the Town to design, construct and manage a state-of-the-art telecommunications facility to meet the Town's requirements.*

Wireless *EDGE* will use our expertise to develop and construct the tower facility quickly and make it available for Town use and use by the wireless carriers. We discuss below some of the project steps and our strategy for the Facility.

We will develop the tower at the Town property into a sustainable and marketable telecommunications infrastructure site. In addition to supervision of the antenna relocations, including any concurrent equipment modifications, Wireless *EDGE* will provide a full range of antenna site management functions throughout the lease term.

Wireless *EDGE* will work with the Town to further refine the Town's specifications for the Facility. We will address the issues that are crucial to the Town, including security, site access, construction standards, safety requirements, and aesthetics.

We have reviewed the scope of work specified in the RFP and we will perform all the tasks required. All the tasks are already part of Wireless *EDGE*'s normal client services.

*The wireless industry is gearing up for a vast 5G deployment over the next 10 years, which will include numerous new cell installations and greatly enhanced existing installations. In advance of this, carriers are already employing strategies to increase future lease rights and reduce associated rental costs. Wireless EDGE will effectively manage sublease rights to protect the Town's future revenues.*

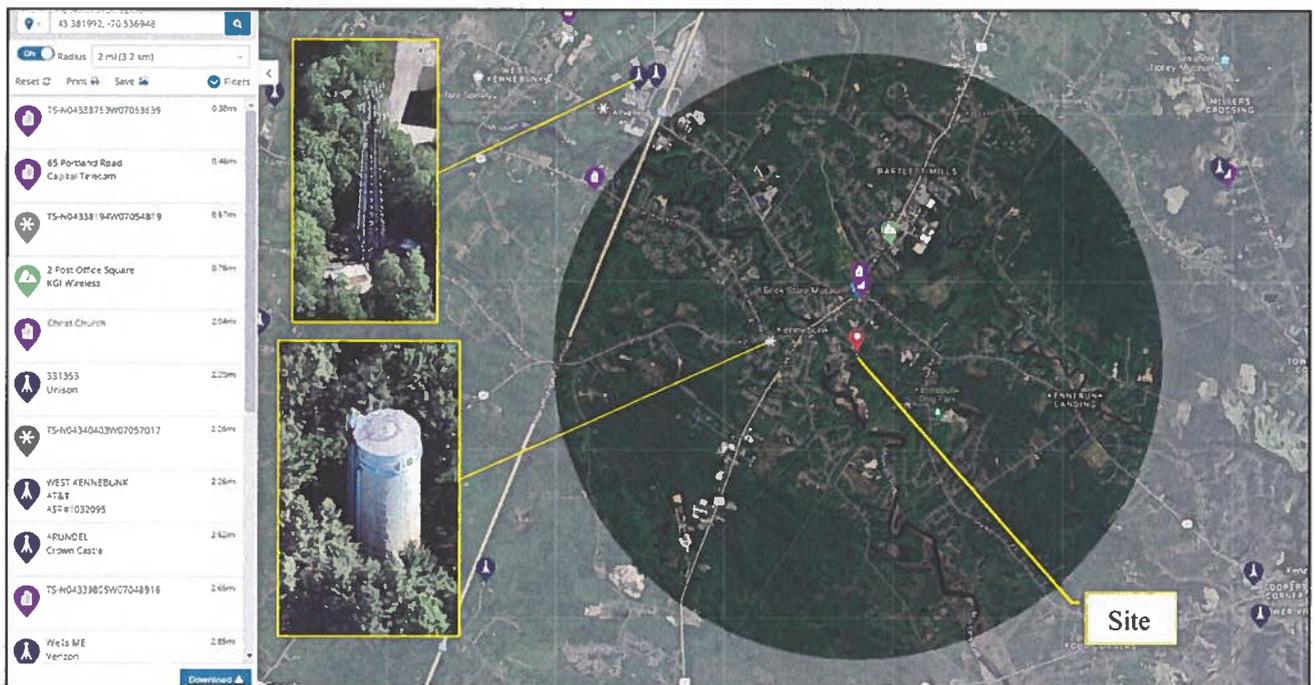
## 5.1 Local Wireless Infrastructure

We examined the local inventory of existing towers and other structures that support antennas in the vicinity of the Town's property. Within a 2-mile radius of the proposed site, there are no towers. There is a water tank off Hillcrest Drive at 0.57 mile west of the site. This appears to have two wireless carriers installed. The nearest tower is 2.26 miles northwest on the far side of I-95 (off Alewife Park Road). We expect that that tower does not effectively cover the area of the proposed site. Based on this, we believe the proposed site is well situated for use by the wireless carriers.

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (a "site"). All sites provide a mixture of both capacity and coverage for the benefit of the end user. Coverage can be defined as the existence of signal of usable strength *and quality* in an area, including in-vehicles

or in-buildings. Capacity can be defined as the amount of traffic (voice and data) a given site can process before significant performance degradation occurs.

When traffic volume exceeds the capacity limits of a site serving a given area, network reliability and user experience degrades. Ultimately this prevents customers from making/receiving calls, applications cease functioning, internet connections time out and data speeds fail. This critical condition is more important than just a simple nuisance for some users. Degradation of network reliability and user experience can affect emergency responders and persons, and in an emergency can literally mean life or death.



**Figure 1 – Competitive Inventory of Local Infrastructure (2-mile radius from site)**

## 5.2 Site Development Plan

Wireless *EDGE* will coordinate all engineering, design and construction activities to ensure that all phases of the project are completed in an efficient and timely manner. Initially, Wireless *EDGE* will visit the property along with the Town’s representatives to confirm the particular site location and discuss the layout, access and logistics of the installation. Wireless *EDGE*’s engineers will then develop details for the plans and specifications. We will submit a review package to the Town for its evaluation and approval.

We will conduct due diligence and engineering, including the necessary NEPA review and consultations to comply with the Nationwide Programmatic Agreement (Section 106 of the National Historic Preservation Act of 1966).

Wireless *EDGE* will conduct an airspace study to review the FAA Part 77 compliance, and we will file for FAA approval for the Facility (FAA Form 7460-1). Prior to the actual tower erection, we will file the required Notice of Actual Construction or Alteration (FAA Form 7460-2), if required. In addition, we will register the site with the FCC and obtain an Antenna Structure Registration (ASR). While not always needed, the ASR provides marketing advantages by listing the site in the FCC's database.

We will coordinate and direct the permitting entitlements including the required Town planning and zoning applications. Unlike most tower companies who outsource all the work, we are engaged throughout the process. We regularly attend, present, and testify in the planning and zoning hearings for our projects.

Wireless *EDGE* will conduct a geotechnical investigation and soil resistivity test as a prerequisite to the foundation engineering and design of the grounding system. Wireless *EDGE* will prepare and submit a complete design and construction review package for submittal to the Town as a prerequisite to filing for approvals including a building permit. All applicable items will be certified (wet-stamped) by a registered architect, professional engineer or surveyor, as applicable, in the State of Maine.

Our submission for the approvals will typically include the following, as may be required by the Town:

1. Complete set of construction plans for the Facility
2. Tenant (wireless carrier) proposed designs (if known)
3. Land survey
4. Geotechnical report
5. Phase 1 Environmental Site Assessment
6. Structural design of the tower
7. Equipment Specifications Sheets
8. Foundation design
9. Proposed utilities plan including back-up power specifications
10. Antenna platform/mounts (for Tenant and Town uses)
11. Plan for installation of Town antennas and equipment
12. Copies of necessary approvals (Federal, State & Local as may be required)

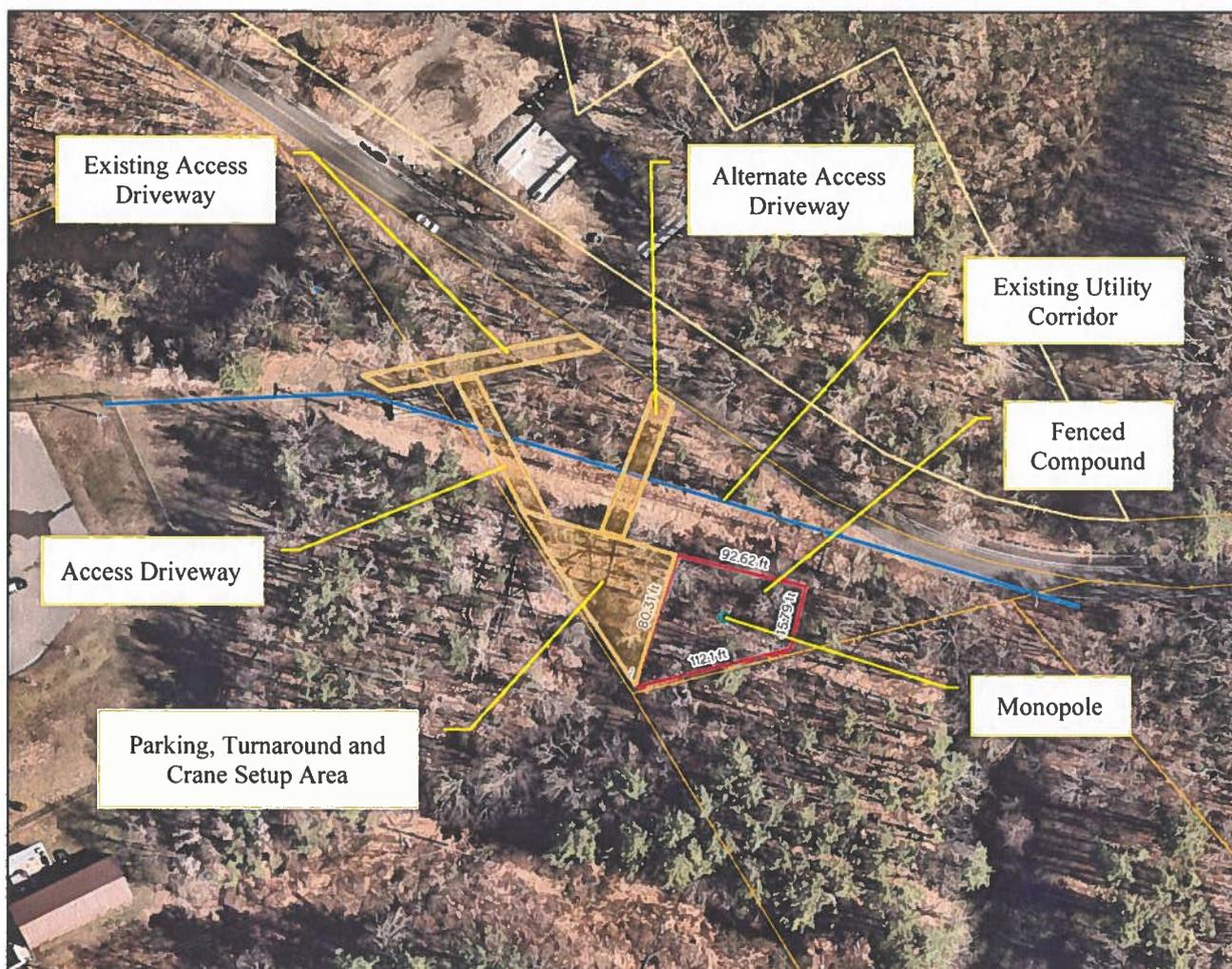
### **5.3 Facility Layout and Space Planning**

The site access route and tower constructability will be the key factors in placing the compound. For this Project, a monopole will be more suitable than a lattice tower

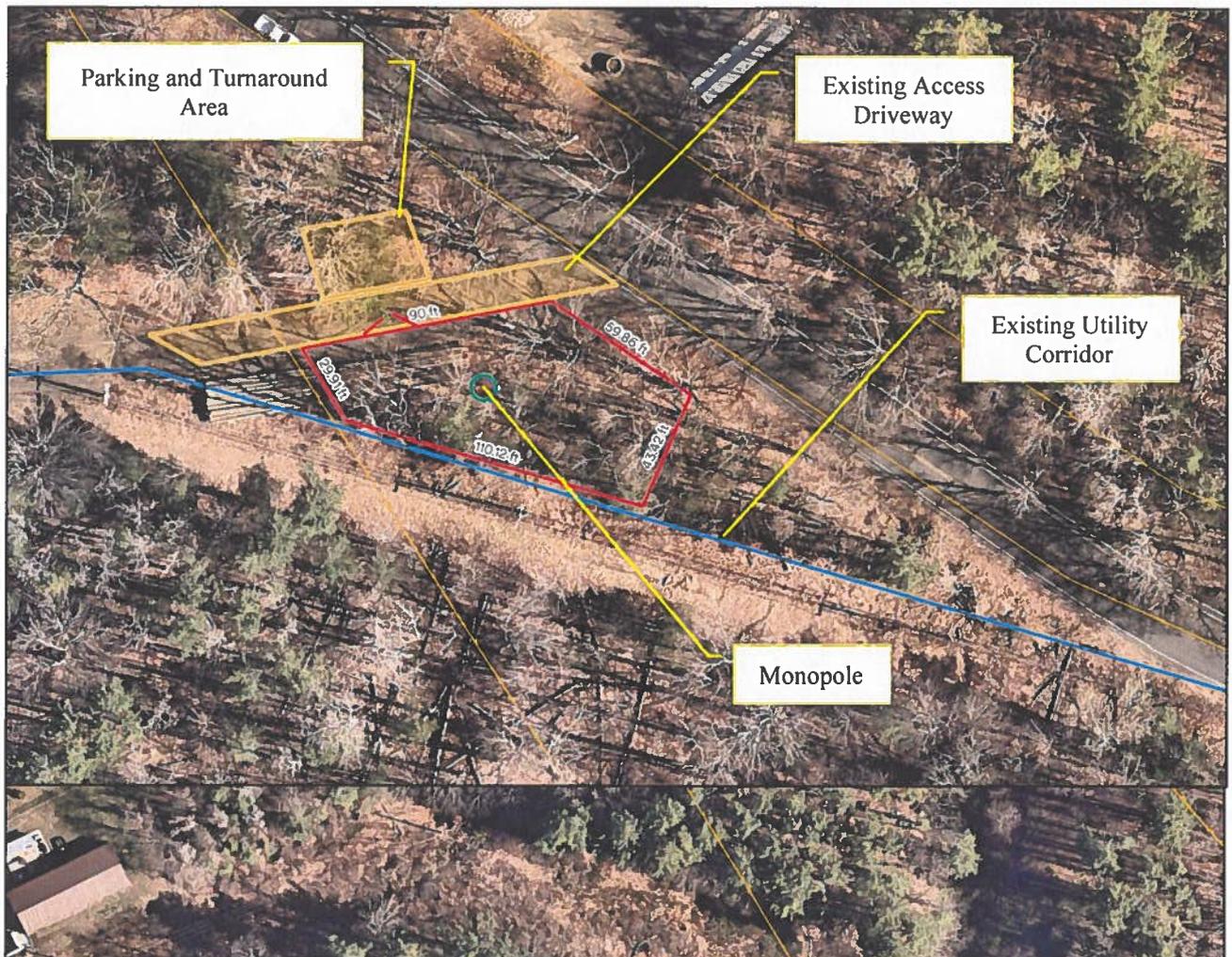
which requires more ground area for assembly and crane access. The compound layout will need to accommodate at least four major wireless carriers based on the current equipment requirements, utilities and back-up generator spaces, as well as space for municipal equipment and future capacity. The tower is centrally located in the compound area with equipment around the perimeter.

The overhead utility corridor and water main that bisects the property will require thoughtful layout and construction planning. The area south of the utility corridor seems to be the best option. Compound placement will need to consider crane access. **Figures 2 and 3** below illustrate possible site layouts.

The tower foundation type and size will depend on the geotechnical testing, and proximity to any underground utilities, piping and drainage.



**Figure 2 – Proposed Site Layout - Option A**



**Figure 3 – Proposed Site Layout - Option B**

#### **5.4 Proposed Tower Design**

We will work with the Town to select the appropriate options and refine the specifications. For this Project, we are recommending a monopole. This will be the best option for speed of construction with minimal crane time.

We will specify the design of the tower to be in accordance with EIA/TIA-222-H, Class III. Class III will provide an additional 15% safety factor in the design and is typical for our towers where public safety antennas are installed. In addition, we will rate the tower at 80% - that will provide an additional 20% structural reserve over our design loading. The monopole, antenna mounts and all associated hardware will be hot dipped galvanized in accordance with ASTM-A123 and ASTM-A153, as applicable, to provide a durable weather resistant finish.

For the monopole configuration, we are recommending a 176-foot monopole with Town and public safety antennas at the top (175' mount level). That will provide for up to 24-foot municipal long antennas (20-foot whips or exposed dipoles are typical) without exceeding the FAA height threshold (200 feet) that would require tower obstruction beacons.

Wireless carrier apertures will be at 170', 160', 150', 140', 130'. That will accommodate the four (4) major network operators in the current market (AT&T, Dish Network, T-Mobile, Verizon), plus one new future entrant. A lower municipal level will also be included in the 100' to 120' level. We will specify a standard loading for both municipal and carrier antenna levels and part of our monopole pre-design.

Figures 4A and 4B below are towers developed by Wireless EDGE and are typical of the tower options being proposed.

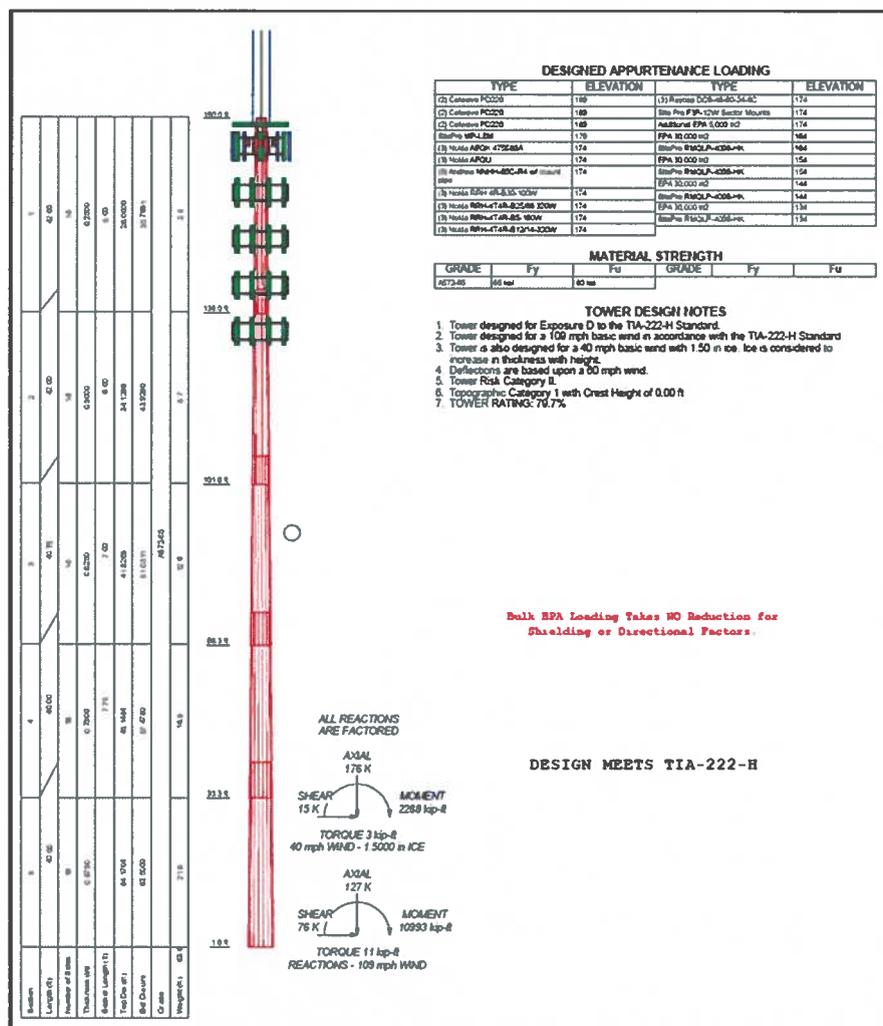


Figure 4A – Typical Monopole Design Example

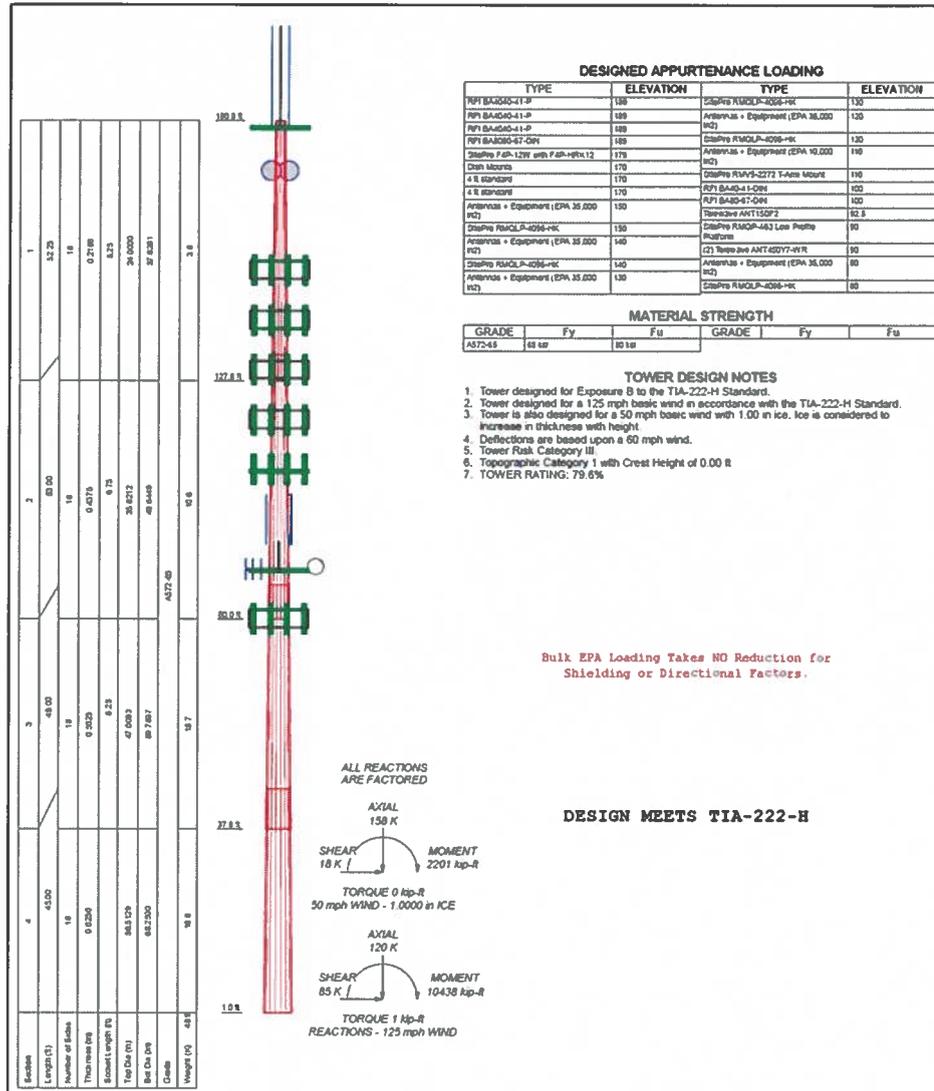


Figure 4B – Typical Monopole Design Example

## 5.5 Utilities

Wireless *EDGE* will provide electrical utilities required for all future tenants, as well as additional capacity for the Town. The Facility will be configured with six (6) meter pans, which is sufficient capacity for all co-locations and Town use.

As part of our Facility planning, we would establish a prescribed underground utility routing plan inside the compound to avoid interference and minimize the disturbance of the weed barrier in the future.

## 5.6 Site Security and Access

We will provide the Town with our lock combination, or we can provide a multi-lock system so that the Town can access the Facility at any time for access to its own equipment area, for emergency use and for site inspection.

Each tenant's operations technician, as well as the utility companies, will have access to the Facility, subject to the Town's security procedures at the local site. As part of the site planning with the Town, Wireless *EDGE* will work with the Town on security measures and procedures to access the Facility.

The Facility will be identified with appropriate signs with business and emergency contact phone numbers. We employ custom Tech Products Everlast molded through signs and lettering systems to ensure that signage holds up to long term exposure (See **Figure 5**). We also routinely customize signs for security notifications (See **Figure 6**). Wireless *EDGE* employs a 24-hour on call service for emergency contact. Advertising signage at the Facility will be prohibited.



**Figure 5 – Site Signage (Left to right: FCC ASR, FCC Notice, Site ID)**



**Figure 6 – Custom Security Signage**

## **5.7 Grounding and Lightning Protection**

We will custom design the grounding system, with a design criterion of five ohms maximum. Since we may be installing Town and public safety antennas and equipment on site, Wireless *EDGE* will typically employ a Lyncole XIT ground rod system as the cornerstone of our design for the tower. This system includes a highly corrosion resistant hollow rod with calsolYTE fill. The ground rod is backfilled with Lynconite, consisting of volcanic clay that provides an extremely effective bond between the rod and the surrounding soils. We use only materials that are non-hazardous to the environment and are approved by the National Sanitation Fill Association.

This ground rod system will provide an improved ground resistance averaging 500% over driven ground rods. This system typically lasts more than thirty years. Less expensive driven ground rods can often corrode and deteriorate within five years, making the site susceptible to lightning and electrical discharge. This system will provide all of the tenants with a safe, reliable and maintenance-free system.

We will incorporate a ground ring system into the Facility at the base of the tower and integrate it with the existing site ground ring. All connections will be CadWeld (or equivalent) bonded to the system with a single point ground terminating at the XIT rods. We will evaluate the existing ground ring and supplement it as necessary.

All utility demarcations, tower hardware and cable service trays should be bonded and connected to the system. In addition, each carrier's ground equipment, antennas and cable runs will be fitted with ground wires and connected to the Facility ground system. A series of copper ground buss bars will be used to consolidate and direct the current flow to ground.

As a guideline for our grounding and lightning protection system designs, we typically employ the requirements and practices of MIL-HDBK-419A, NFPA No 78 and Motorola R56, as applicable.

## 5.8 FAA Marking and Lighting Requirements

Based on an FCC Towair review, the tower will not require lighting or marking up to a maximum height of 200 feet including antennas. A copy of the Towair results are provide below in **Figure 7**. Nevertheless, we will file a 7460-1 with the FAA for the tower through our online portal to verify any possible FAA Part 77 issues. We also register the tower with the FCC for an Antenna Structure Registration (ASR) Number. The FCC database is a good marketing tool since it is often used by government agencies and national narrowband companies to identify towers.

**TOWAIR Determination Results**

**\*\*\* NOTICE \*\*\***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

**DETERMINATION Results**

**Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.**

**Your Specifications**

**NAD83 Coordinates**

Latitude	43-22-55.1 north
Longitude	070-32-13.0 west

**Measurements (Meters)**

Overall Structure Height (AGL)	61
Support Structure Height (AGL)	61
Site Elevation (AMSL)	4

**Structure Type**

MTOWER - Monopole

**Tower Construction Notifications**  
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

**Figure 7 - FCC Towair Results**

## 5.9 Back-up Generator and Fuel Storage

Most wireless carriers require a back-up generator. New generators will be configured with an outdoor weather enclosure with a noise muffling option. The size of the compound will not accommodate propane fuel due to required clearances, so diesel

generators may need to be used. Optionally, we can locate propane tanks outside the main compound area in a common area.

## 5.10 FCC Compliance

Wireless *EDGE* will monitor the Facility for compliance with FCC and OSHA safety standards and we will incorporate the required safety signage at the Facility. We typically register all our towers with the FCC (Antenna Structure Registration).

## 5.11 Site Marketing

Wireless *EDGE* has extensive resources available to market the Facility to the wireless carriers. Wireless *EDGE* will take advantage of our industry contacts to present the Facility to the key individuals within each carrier.

Wireless *EDGE* will conclude the sublease transactions with the carriers. We will remain involved in the process as each tenant seeks the necessary approvals for the installation of its equipment.

We are proposing the following strategies to develop awareness among the wireless carriers and sustain a market presence throughout the term of the agreement:

1. Participation in the WIA, State Wireless Association Program (SWAP) and Infrastructure Developer's Forum (IDF) including event announcements, presentations, advertising and show participation. This will be critical for direct industry awareness and local contacts. Wireless *EDGE* regularly attends, sponsors and displays at various Wireless Association events.
2. Present the Facility to local wireless carrier decision makers.
3. One-on-One working sessions with front line design engineers.
4. Site Data Sheet and List. The Site Data Sheets and Site List can be emailed directly to the wireless carriers as a means of getting site information into their hands quickly after an inquiry is made. We also distribute site data on custom Wireless *EDGE* UBS flash drives.

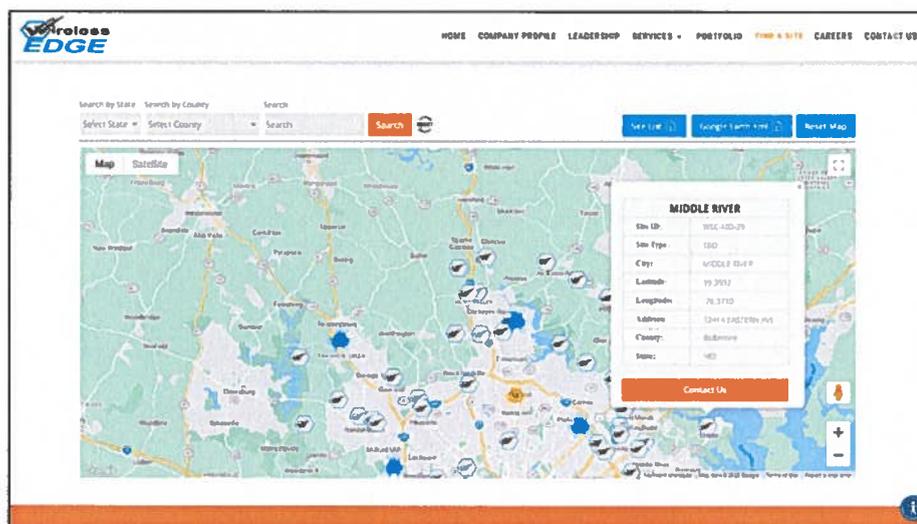


**Figure 8 – Site List and Site Data Sheets**

5. Prepare a mapping file (.kmz) for the site using Google Earth.



**Figure 9 – Google Earth Mapping File Example**



**Figure 10 – Wireless EDGE Mapping Tool**

### 5.12 Site Management and Town Liaison

Wireless *EDGE* will assign a project manager to coordinate the construction and all site activities and to provide liaison with the Town during all phases of the project. Once the Facility is complete, Wireless *EDGE* will be responsible for the ongoing management of the Facility. We have a live operator 24/7 emergency phone service and the number is posted at the Facility.

### 5.13 Development Schedule

We anticipate that the actual time frame from the issuance of a building permit (and after all approvals are obtained), for ordering long lead materials through site completion will be four (4) to five (5) months, including installation of Town antennas. From the start of contract, a typical tower development process timeline is nine (9) to twelve (12) months based on the following projected timelines. Note that some items are performed in parallel. Wireless carrier budgeting, fiber availability and the zoning approval process may also affect the process time.

Item	Description	Weeks from Prerequisite	Prerequisite Item	Project Week
0	Contract approval			
1	Engineering Site Visit	1	N/A	1
2	Land survey and 1-A FAA certification	4	1	4
3	FAA 7460-1 approval	8	2	12
4A	Phase 1 ESA	3	1	4
4B	Phase 1-A Archaeological Study	3	1	4
5	Title Report	3	N/A	4
6	Site Plans	3	1, 2	7
7	NEPA/SHPO Approval	20	4B, 6	27
8	Town Approval – Planning	9	6	36
9	Geotechnical testing and report	3	8	39
10	Tower and Foundation Design	2	9	41
11	Town Approval - Building Permit	3	6, 10	43
12	Tower Fabrication and Delivery	10	10	47
13	Site Preparation and Tower Foundation	3	7, 11	45
14	Town Antenna Installation	1	13	48

### 5.14 Financial Management

Wireless *EDGE* will manage and administer all subleases for the Facility. We will handle all financial aspects of the subleases, such as processing rent payments from tenants. We also will administer changes that occur during the sublease term, such as annual adjustment points or changes in the carrier’s equipment configuration.

In addition to the monthly detailed remittance report, Wireless *EDGE* operates with fiscal transparency and the Town will have audit rights to verify rental income. The Town will have full access to sublease documentation, engineering, due diligence, and structural reports. All documentation for the Facility will be available to the Town.

*Wireless EDGE provides the Town with complete rental income transparency so the Town can rest assured that it is getting the proper revenue share from the project. This includes a monthly statement of sublease rental receipts that includes all calendar year-to-date revenues. The December statement serves as a full year summary. In addition, we include audit rights for the Town to review our sublease records and carrier payment details. This level of visibility is unprecedented among our competitors.*

## 5.15 Maintenance Plan and Asset Management

Wireless *EDGE* will initially inspect and periodically monitor the Facility to ensure that the Facility and all carriers are in compliance with the installation approved by the Town and in accordance with their sublease rights.

Wireless *EDGE* will maintain a stringent inspection and maintenance regiment throughout the life of the Facility. We will conduct periodic site inspections as required for site quality and safety and tenant lease compliance.

The following is our typical inspection regiment:

### **Initial Build Inspection:**

Performed during and immediately after initial site construction for new tower site

1. Results of concrete break tests (7 day & 28 day)
2. Verification of controlled inspections
3. Compliance with site plans
4. Min/Max sleeve joints (monopoles)
5. Equipment verification (the Town antenna systems)
6. Close-out of permits
7. Finish touch-up (paint, hot dip galvanization, etc.)
8. Grounding system test
9. Punch List close-out
10. Debris removal and clean-up

### **Co-location Inspection:**

Performed after each co-location or site modification by a carrier

1. Compliance with site plans
2. Equipment verification

3. Finish touch-up (paint, hot dip galvanization, etc.)
4. Punch List close-out
5. Debris removal and clean-up

**Facility inspections and routine maintenance regiment:**

1. Weed removal and treatment
2. Debris removal
3. Fence Inspection
4. Rust and Finish Inspection
5. Landscaping Inspection
6. Tenant Equipment Verifications

## 6.0 Similar Projects and References

**Client:** Massachusetts Division of Capital Asset Management and Maintenance

**Site Location:** Shirley Correctional Facility

**Contact:** Nicholas J. Tsaparlis, Deputy Director-Asset Management

**Address:** One Ashburton Place, 14<sup>th</sup> Floor, Boston, MA 02108

**Telephone:** (857) 204-1245

**Email:** [nicholas.tsaparlis@mass.gov](mailto:nicholas.tsaparlis@mass.gov)

**Type:** 185-foot monopole

**Completed:** 2013

**Design:** 6 Carriers plus public safety

**Description:** Multi-carrier installation located at Department of Corrections Shirley Facility. Additional facility planned at Camp Curtis Guild National Guard Base.

**Current Carriers:** Verizon, Dish  
*Letter of Reference attached*

**Project:** Master Agreement for Tower Consulting Services & Lease Management

**Client:** Daytona State College

**Site Location:** 7 campuses across 2 counties

**Contact:** Roberto Lombardo, Sr. Vice President and CIO

**Address:** 1200 International Speedway Blvd, Daytona Beach, FL 32114

**Telephone:** (386) 506-3159

**Email:** [Roberto.Lombardo@daytonastate.edu](mailto:Roberto.Lombardo@daytonastate.edu)

**Schedule:** Project mobilization in 2020, 5-year franchise, 1 5-year renewal

**Design:** Multi-carrier tower facilities, Ground leases

**Scope of Work:** Wireless *EDGE* was awarded the 10-year franchise to manage all College Campuses for wireless cell infrastructure including development and collocation of new and existing tower facilities. Project includes lease management and financial administration.

**Current Carriers:** AT&T, Verizon, T-Mobile

**Project:** South Jersey Transportation Authority - Master License

**Client:** South Jersey Transportation Authority

**Site Location:** All right-of-way properties along Atlantic City Expressway

**Contact:** Paul Heck, Business Manager

**Address:** Admin. Building, Farley Service Plaza, Hammonton, NJ 08037

**Telephone:** (609) 965-6060

**Email:** [pheck@sjta.com](mailto:pheck@sjta.com)

**Schedule:** Project mobilization in 2011, 10-year franchise

**Design:** Multi-carrier tower facilities



Scope of Work: Wireless *EDGE* was awarded the 10-year franchise to manage all SJTA properties for the development and management of tower facilities. Project includes transition and management of existing tower sites as terms expire and development of new tower sites.

Current Carriers: AT&T, Verizon, T-Mobile/Sprint  
*Letter of Reference attached*

Client: **Tilton-Northfield Fire and EMS**  
Site Location: 149 Park Street, Northfield, NH  
Contact: Michael W. Sitar, Jr., Fire Chief  
Address: 12 Center Street, Tilton, NH 03276  
Telephone: (603) 286-4781  
Email: [mwsitar@tnfd.org](mailto:mwsitar@tnfd.org)  
Type: 178-foot Self-Supporting Lattice Tower  
Completed: 2022  
Design: 6 Carriers plus fire department antennas  
Description: Multi-carrier installation. Fire Department installation including custom equipment shelter, generator and antenna system.  
Current Carriers: AT&T

Client: **Town of Longmeadow, MA**  
Site Location: Blinn Tennis Courts, Bliss Road  
Contact: Gerald (Jay) Macsata, Deputy Fire Chief  
Address: 44 Williams Street, Longmeadow, MA 01106  
Telephone: (413) 565-4108  
Email: [gmacsata@longmeadow.org](mailto:gmacsata@longmeadow.org)  
Type: 132-foot stealth Unipole  
Completed: 2022  
Design: 6 Carriers plus fire department antennas  
Description: Multi-carrier installation. Custom Unipole design by Wireless *EDGE*. Includes covered pavilion equipment area and procurement and installation of 3-bay outdoor cabinet for Fire Department.  
Current Carriers: AT&T, Verizon

Client: **Town of Sutton, MA**  
Site Location: 154 Town Farm Road  
Contact: James Smith, Town Manager  
Address: 4 Uxbridge Road, Sutton, MA 01590  
Telephone: (508) 865-8720  
Email: [j.smith@town.sutton.ma.us](mailto:j.smith@town.sutton.ma.us)  
Type: 160-foot monopole  
Completed: 2017  
Design: 6 Carriers plus public safety



Description: Multi-carrier installation. Extended from 165-feet to 160-feet in 2019.  
Current Carriers: AT&T, Verizon, T-Mobile

**Municipal Consulting:**

Project: **Tower Consulting (Wireless EDGE, John Arthur)**  
Client: **Town of Greenwich, CT**  
Site Location: Griffith E. Harris Golf Course, 1300 King St, Greenwich, CT  
Contact: Joseph A. Siciliano, Director of Parks and Recreation  
Address: 101 Field Point Road, Greenwich, CT 06830  
Telephone: (203) 622-6472  
Email: [Joseph.Siciliano@greenwichct.org](mailto:Joseph.Siciliano@greenwichct.org)  
Schedule: 2019 to present  
Scope of Work: Performed a Study, Analysis and Report of existing carrier leases on the tower. Worked with the Town to develop new lease documentation. Negotiate and conclude leases with Verizon and AT&T on behalf of the Town. Support and present at Town RTM Committees and Selectman Meetings for approval of leases. Currently working with Town on several new tower facilities to solve community coverage gaps.

**6.1 List of Projects**

The below projects include completed active towers, new tower in progress and other antenna projects. In addition, Wireless EDGE's portfolio includes approximately 800 properties under contract, including numerous government properties currently in marketing and development. Contact information is available upon request.

**List of ongoing Key Relationship contracts:**

- Collier County Public Schools (since 2023)
- Wake County Public School System (since 2018)
- Daytona State College (since 2020)
- Archdioceses of New York (since 2022)
- Township of Livingston, NJ (since 2022)
- Octagon EDGE Towers (since 2021)
- Forest Preserves of Cook County (since 2021)
- Seattle Housing Authority (since 2019)
- Town of Greenwich, CT (since 2019)
- APC-EDGE Telecom Services (since 2018)



APC Municipal Towers (since 2018)  
Baltimore County, MD (since 2013)  
South Jersey Transportation Authority (since 2011)

**Completed non-tower projects:**

NASA - Cape Canaveral (Radar)  
National Weather Service – NOAA (Radar)  
Cherokee Nation - NWS Support (Radar)  
New Rochelle BID (Municipal WIFI Network)  
UA Army Dugway Proving Grounds (Radar)

**New Projects (2024):**

Middle Tennessee State University - Multiple sites  
University of Massachusetts - Dartmouth – New Monopole  
City of Palm Coast, FL (Municipal) – New Monopole  
Paccso County, FL (Municipal) – New Monopole  
Daytona State College – Deland, FL (School) – New Monopole  
Borough of Florham Park (Municipal) - Water Tanks (2), Easement  
Town of Henrietta, NY (DPW) – Lattice Tower, Easement  
Township of Mine Hill (DPW) – Monopole, Easement  
Township of Montague, NJ (Municipal) – Monopole, Easement  
Town of Greenwich, CT (Municipal) - Multiple Projects  
Atlantic City Airport (SJTA) – Tower Ground Space  
Vernon Township Board of Education, NJ (Municipal) – New Monopole

**List of in-process tower sites:**

Town of Rhinebeck, NY (Commercial)  
Wicomico County Airport, MD (Airport)  
Borough of Bergenfield, NJ (Municipal)  
Meadowlark Golf Course (Forest Preserves)  
City of Sheffield Lake, OH (Park)  
Town of Purcellville, VA (DPW)  
Township of Lower Alloways Creek, NJ (Town Hall)

**Examples of completed tower sites:**

Township of Livingston, NJ (Fire Station)  
West Lake (Middle School), NC  
Town of Gardiner, NY (DPW Yard)  
Town of Independence, NJ (Town Hall, DPW)  
SJTA Pleasantville Toll Plaza - Transfer of control tower  
SJTA Wrangleboro Toll Plaza - Transfer of control tower  
SJTA West Maintenance Yard - Transfer of control tower  
SJTA Farley Service Plaza, Hammonton, NJ (Highway Service Plaza)  
Berkeley Heights Board of Education, NJ (School)  
Borough of Montvale, NJ (Town Hall)  
Township of Cinnaminson, NJ, (Town Hall)  
Township of Clark, NJ (Private)  
Township of Hamilton, NJ (Town Hall)  
Township of Lakewood, NJ (Public Park)  
Township of Livingston, NJ (Town hall)  
Township of Livingston, NJ (Force Hill Water Tank)  
Township of Montclair, NJ (DPW)  
NJS&EA, Rutherford NJ (Meadowlands Sports Complex South)  
NJS&EA, Rutherford NJ (Meadowlands Sports Complex North)  
Township of Plumsted, NJ 1 Carrier (Ambulance Dispatch)  
Town of Longmeadow, MA (Town Tennis Courts, High School)  
Town of East Fishkill, NY (Private Property)  
Tilton-Northfield Fire & EMS, NH (Firehouse)  
Kenai Borough Peninsula, AK (Private Property)  
Town of Patterson (Recycle Center, MTA Police)  
Town of Wappinger (Water Treatment Facility)  
Homer, AK (Municipal/Harbor)  
Charlton, MA (Police Department)  
Town of Sutton, MA (Public Land)  
Village of Mamaroneck, NY (DPW) I-95 Highway Ramp  
ODOT, I-275 & Springfield Pike Springdale, OH (Highway Cloverleaf)  
ODOT, I-71 @ SR 126 Gipper, OH (Highway Cloverleaf)  
ODOT, New Albany Road & SR 161 New Albany, OH (Highway Cloverleaf)  
Shirley Correctional Facility, Lancaster, MA (Prison)  
City of Passaic, NJ (EMS Station)  
Town of Salisbury, CT (DPW)  
Dogwood Golf Course, Hopewell Junction, NY (Private)



Town of Kennebunk  
RFP # EVD-001  
October 10, 2024

Town of Gardiner, NY (Private)  
NYC Health and Hospitals, Staten Island, NY (Sea View Hospital)  
Orangeburg, NY (Commercial)  
Town of Stony Point, NY (Police Station)  
Quail Ridge Homeowner's Association Patterson, NY (Private)  
Bavarian Village, PA (Private)  
Damascus Township, PA (Town Hall)

**Project Case Studies – Governmental Properties:**

Included as **Appendix A** to this proposal is a presentation of project examples.

## Letters of Reference



CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*  
*One Ashburton Place*

*Boston, Massachusetts 02108*

*Tel: (617) 727-4050*

*Fax: (617) 727-5363*

KRISTEN LEPORE  
SECRETARY  
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE  
COMMISSIONER

February 22, 2017

Department of General Services

To Whom It May Concern,

Please consider this letter to be my strong endorsement of both John Arthur and Wireless Edge for your agency's wireless telecommunication platform needs. I have been overseeing the Massachusetts Division of Capital Asset Management and Maintenance's Telecommunication Leasing Program for the last ten years, and has been working with Wireless Edge for the last seven.

During this time I have had occasion to work with all the major wireless carriers as well as a number of tower management companies. I have often been perplexed by the disingenuous nature of some of these firms and their representatives; not so with John Arthur and Wireless Edge. The firm is responsive, professional, knowledgeable and reasonable in its approach to working with government. More importantly, John is an excellent industry resource and definitely has his finger on the pulse of the wireless telecommunications industry.

DCAMM has a performing lease with Wireless Edge at one of our state's correctional facilities and is currently working with the firm to construct a monopole at a Massachusetts Army National Guard site. In both instances, our experience has been nothing but positive. The feedback I have received from staff and client agencies has consistently been positive. For all of these reasons, I do not hesitate to recommend the firm to you.

If you have any additional questions, please do not hesitate to contact me directly at (857) 204-1245.

Sincerely,

Nicholas J. Tsaparis

Deputy Director for Asset Management



Town of Kennebunk  
RFP # EVD-001  
October 10, 2024

Roberto S. Lombardo  
Roberto.Lombardo@daytonastate.edu  
386.506.3159  
05/22/2023

To Whom It May Concern,

I am writing this letter to provide a personal reference for Wireless EDGE Towers, a company with whom I have had the pleasure of working closely for over three years. I am the Sr. Vice President and CIO at Daytona State College, and I personally recommend John Arthur and his team at Wireless EDGE, based on their exceptional qualities and the positive impact they have had at my organization.

First and foremost, Wireless EDGE has consistently proven to be a highly reliable vendor. Their commitment to delivering services on time and it has greatly contributed to the success of our tower management (5 towers). Regardless of the complexity or urgency of our requirements, John Arthur and his team have consistently demonstrated their dedication to fulfilling their obligations with professionalism and attention to detail.

One of the standout attributes of Wireless EDGE is their unwavering willingness to help us understand our tower contracts/management and explore various options. They have consistently gone above and beyond to ensure that we have a comprehensive understanding of the terms and conditions, patiently answering all our questions and providing valuable insights. Their willingness to invest the time and effort to assist us has been instrumental in optimizing our operations and making informed decisions.

Having worked closely with John Arthur for an extended period, I can confidently attest to his expertise and commitment. Throughout our partnership, his team has consistently demonstrated their ability to adapt to our evolving needs and deliver insightful recommendations, followed by action items, that align with our goals. Their dedication is truly commendable, and it is evident in the strong and lasting working relationship we have developed.

Based on my firsthand experience, I would personally recommend Wireless EDGE to any organization seeking a tower management partner. Their professionalism, reliability and willingness to go the extra mile are attributes that set them apart from others in the industry. They have consistently exceeded our expectations and have become an integral part of our success.

Sincerely,

A handwritten signature in blue ink that reads "Roberto S. Lombardo". The signature is fluid and cursive, written in a professional style.

Roberto S. Lombardo



**SOUTH JERSEY  
TRANSPORTATION AUTHORITY**

FARLEY SERVICE PLAZA • P.O. BOX 351  
HAMMONTON, N.J. 08037

(609) 965-6060 • (800) 658-0606 • FAX (609) 965-7315

**Philip D. Murphy**  
Governor

**Sheila Y. Oliver**  
Lt. Governor

**Diane Gutierrez-Scaccetti**  
Chair

**Stephen F. Dougherty**  
Executive Director

Date: March 11, 2021

Department of General Services

To Whom It May Concern,

I am pleased to send you this communication in support of both John Arthur and Wireless Edge for your telecommunication platform needs. For over ten years I have been overseeing the Master License Agreement between Wireless Edge and the South Jersey Transportation Authority (the "SJTA") for the development, construction, and operation of wireless communications sites on SJTA property.

My experience with John is that he is consummate professional. John has always been responsive to our needs and understanding of our role as a government entity. In particular, he respects our role as stewards of public funds. His expertise in the industry is without question, but more than that, I consider John a true partner with our organization in developing and managing our cell tower assets.

The SJTA owns and operates the Atlantic City Expressway in southern New Jersey. We have multiple cell tower locations along our 44-mile right-of-way that are actively managed by Wireless Edge and are continuing to explore reasonable opportunities to expand our program. To date, our experience with Wireless Edge has been nothing but positive and I strongly recommend them for your business needs.

If you have any additional questions, please do not hesitate to contact me directly at (609) 965-6060.

Sincerely,

Handwritten signature of Paul C. Heck in cursive.

Paul C. Heck  
Director of Business Administration, SJTA

## 7.0 Compliance Forms

### Acknowledgement of Addenda:

We hereby acknowledge receipt of Addendums posted on the Town's website.

Addendum #1, dated 8/16/2024  
Addendum #2, dated 9/17/2024  
Addendum #3, dated 9/25/2024

### Certification:

- I have carefully examined the Request for Proposals.
- I hereby propose to furnish the services specified in the Solicitation.
- I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if my proposal is accepted.
- I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the Town of Kennebunk or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

---

John E. Arthur, P.E.  
President & CEO

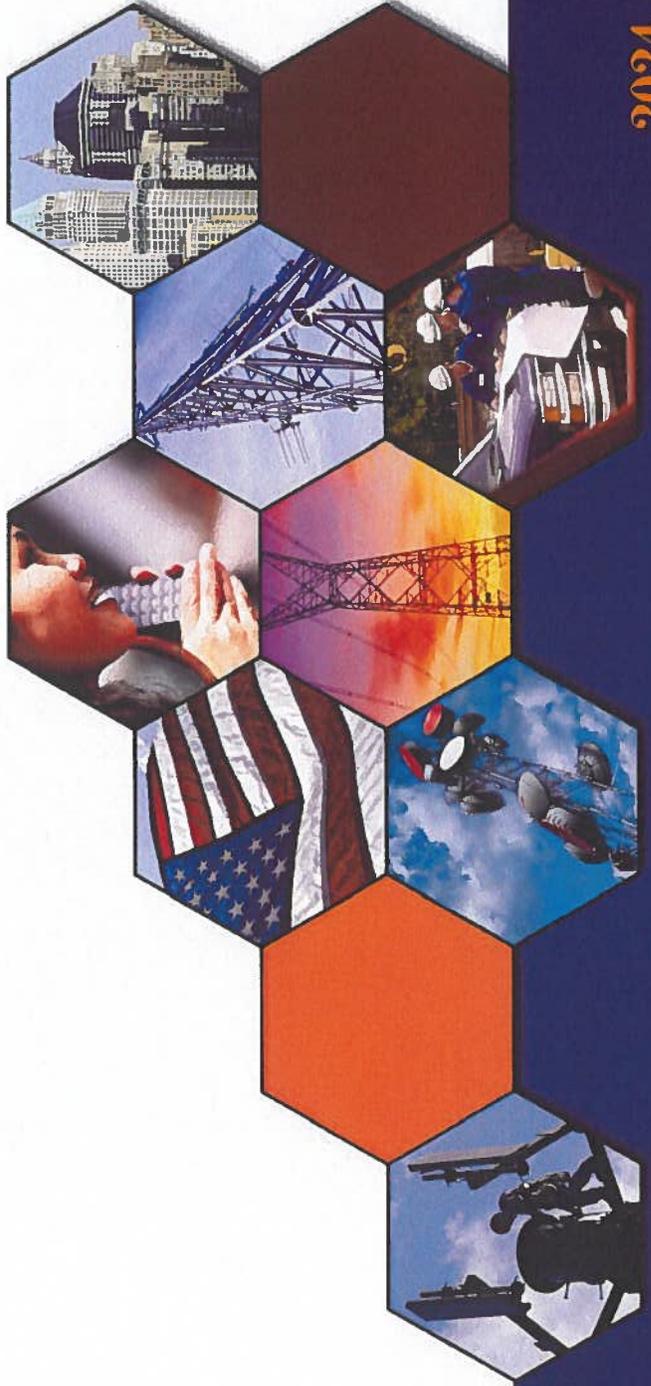


## **Appendix A**

### **Project Case Studies - Governmental Properties**



## Project Case Studies – Governmental Properties

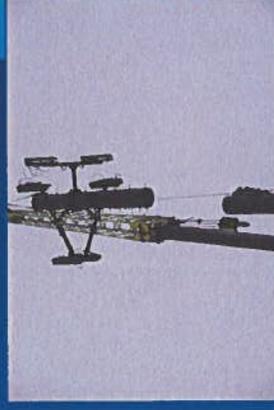
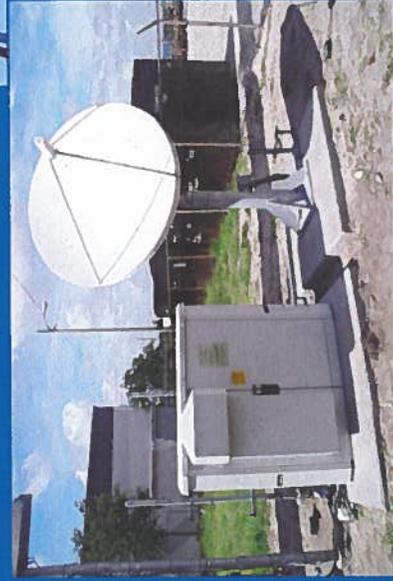


*We put your real estate assets to work in the wireless marketplace.*

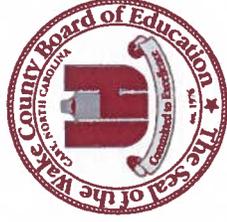
2024

# Introduction

- Operating since 1998. Headquartered in Rhinebeck, NY.
- Governmental Tower Sites – Developer & Operator
  - Currently deploying nationwide
  - Projects include federal, state, county and local public properties
- Wireless Network Design & Deployment:
  - Cell Sites, Satellite Radio Repeaters, Public Safety Antennas, Wi-Fi & Small Cells
  - Nationwide Turnkey Services
  - Tower Facility Operation and Maintenance
  - Landmark and Historic District, Design & Permitting Experts
- Radar Systems - Design and Installation



# Some Places We Work

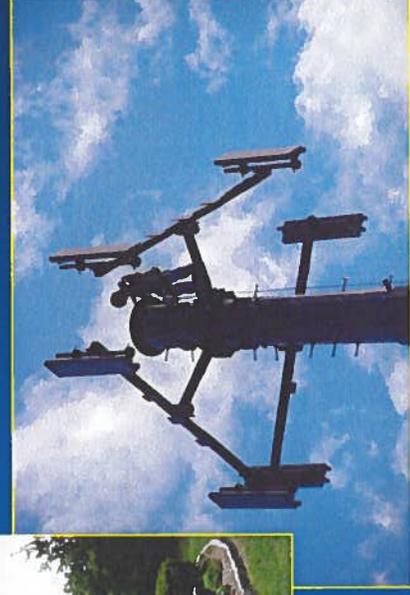
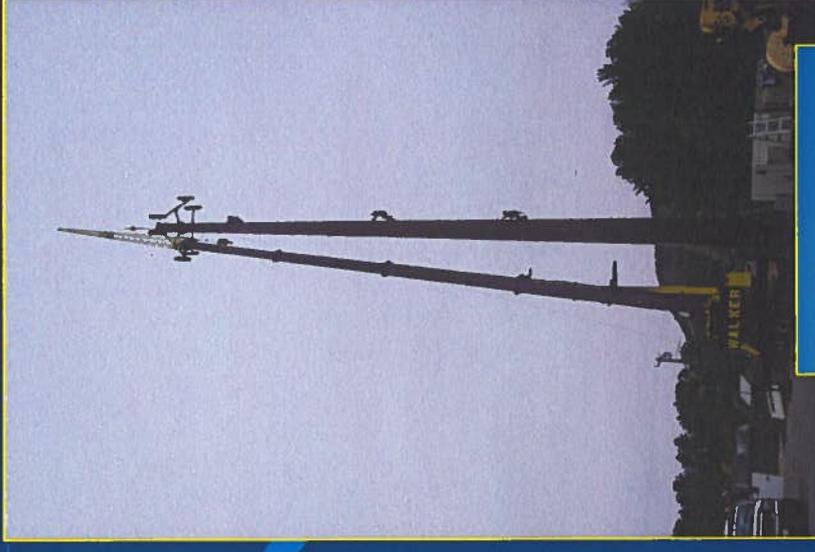


Collier County  
Public Schools



# Tower Site Development

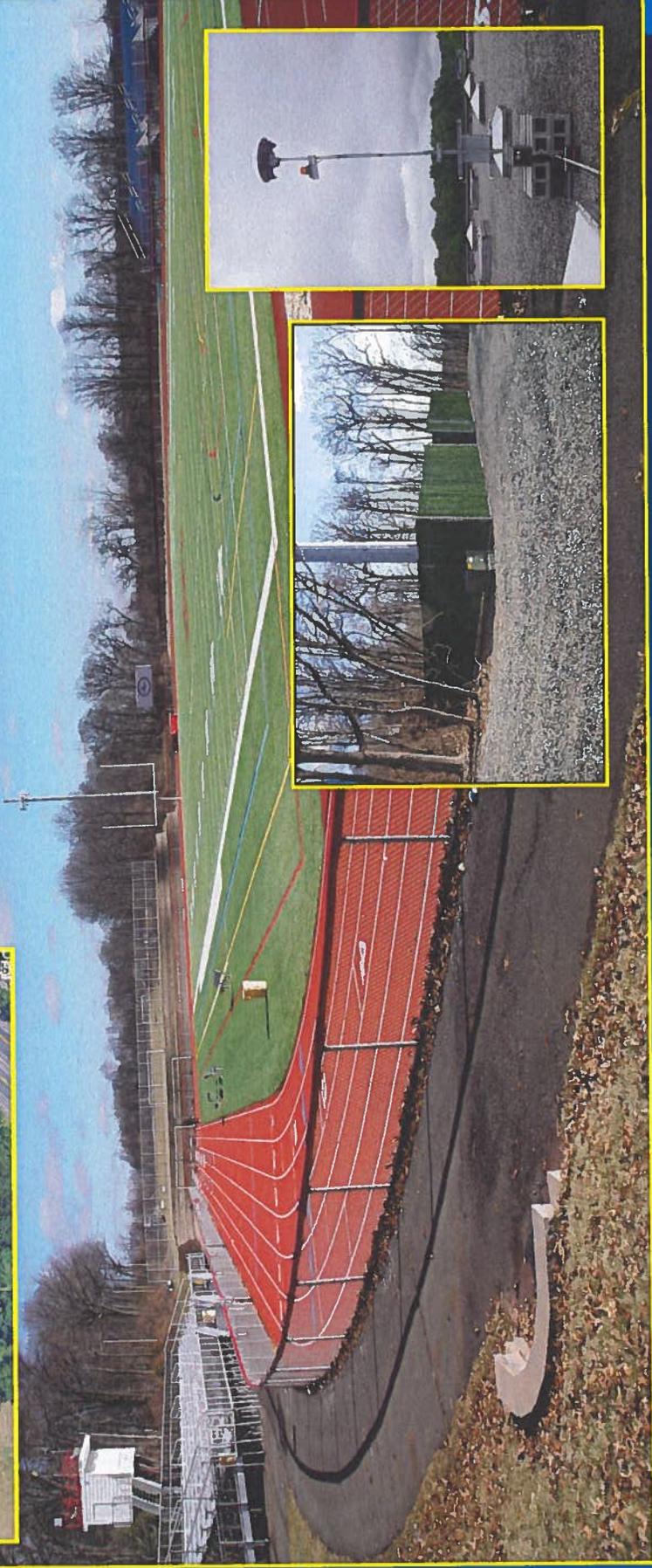
- Turnkey Development
- Tower Design & Specifications
- Site Planning & Management
- Zoning & Permitting
- Co-location Management
- Regulatory Compliance
- Antenna Site Management
- Public Safety & Municipal Antenna Systems
- Public Property Development Specialists





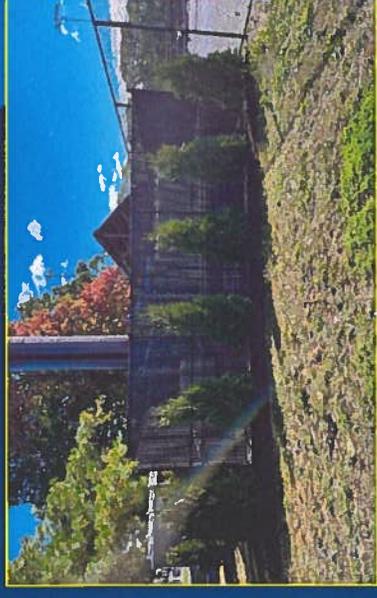
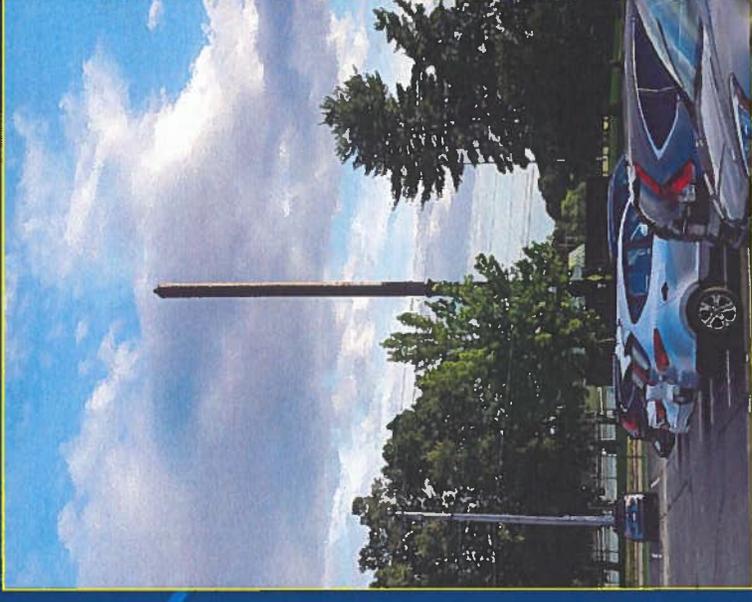
# Gov Livingston High School

- Berkeley Heights, NJ
- 130-foot Monopole
- Five carrier capacity plus Public Safety
- Filled critical coverage gap for school and local police
- Wireless *EDGE* installed Thor Guard Lightning Warning system for athletic fields as part of the project



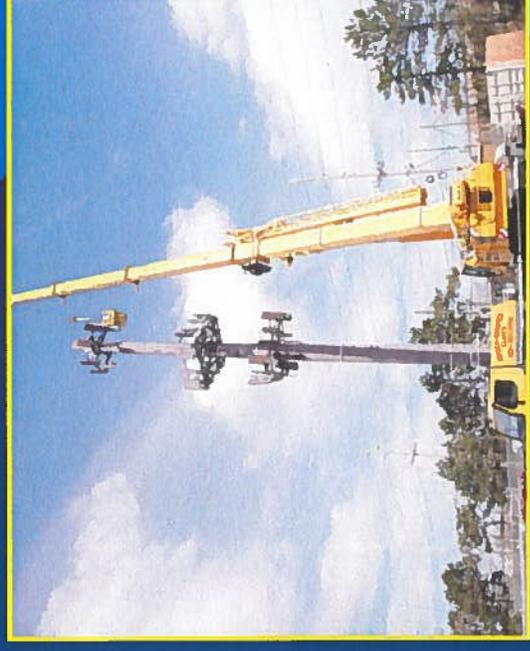
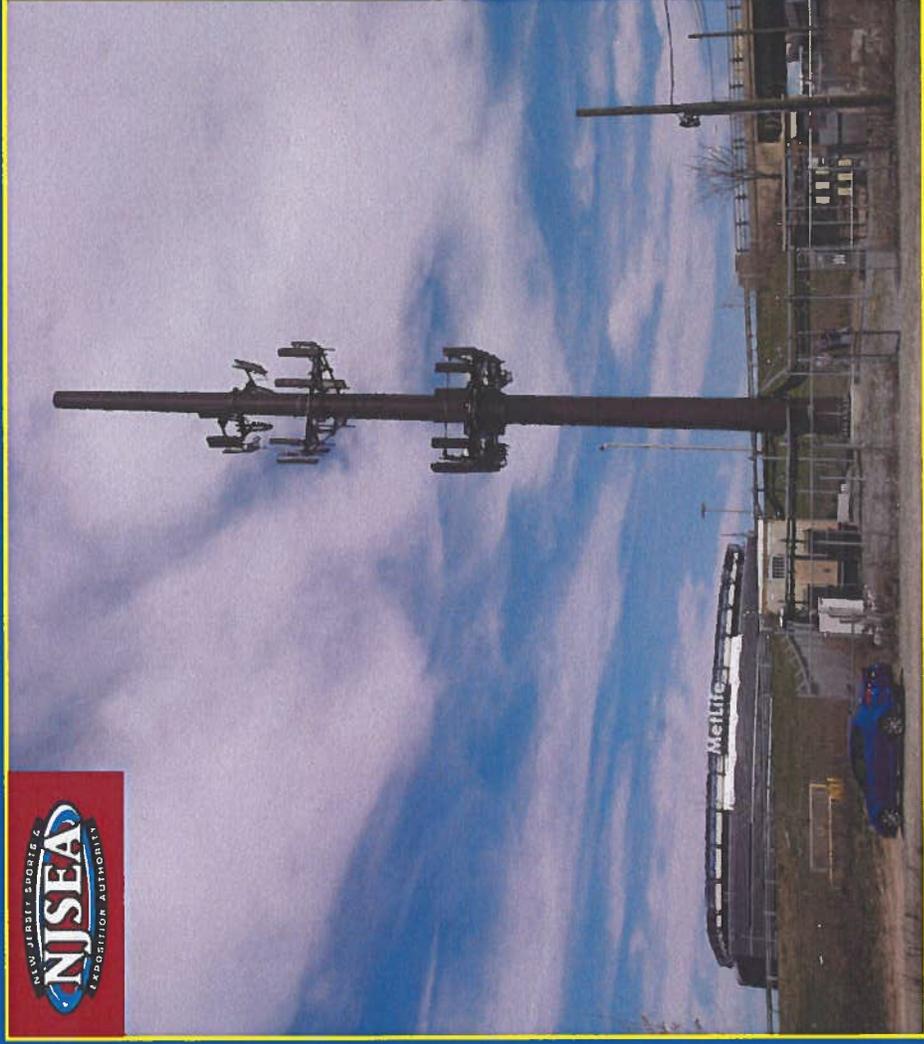
# Longmeadow – Blinn Tennis Courts

- Longmeadow, Massachusetts
- 132-foot stealth “Unipole” monopole with concealed antennas – Custom Super Shroud™ Design
- Located at the Town Tennis Courts and High School grounds
- Six carrier capacity
- Covered Pavilion design for equipment
- Project included installation of Fire Department antennas and outdoor 3-bay cabinet



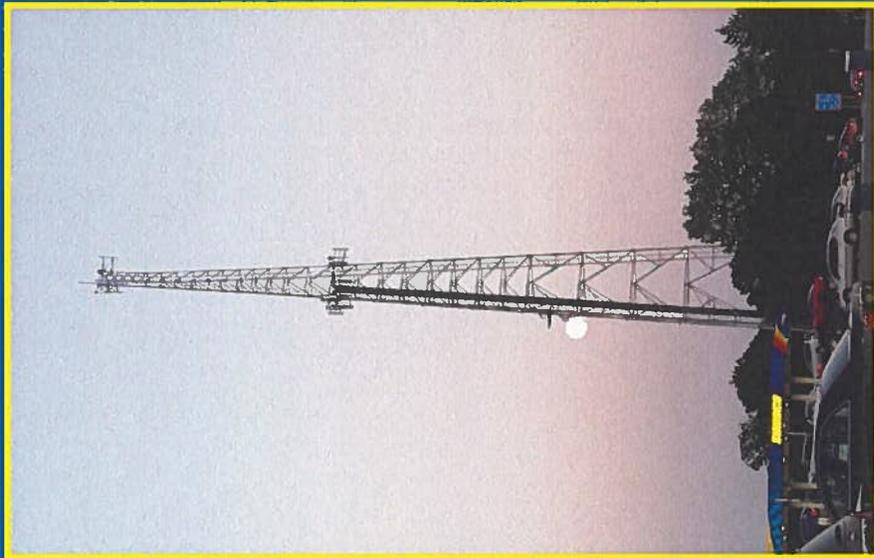
# Meadowland Sports Complex

- New Jersey Sports and Exposition Authority
- East Rutherford, NJ
- Two 120-foot high monopoles
- Six carrier capacity plus public safety
- Completed for 2014 Superbowl at MetLife Stadium



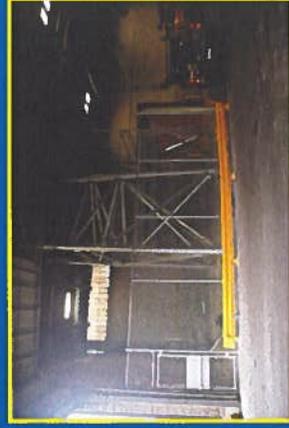
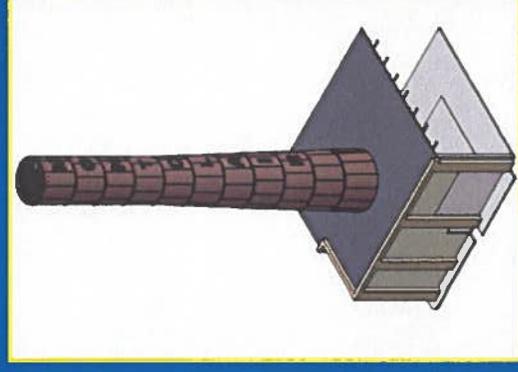
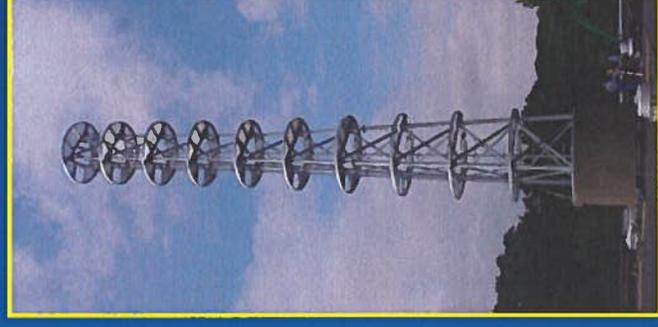
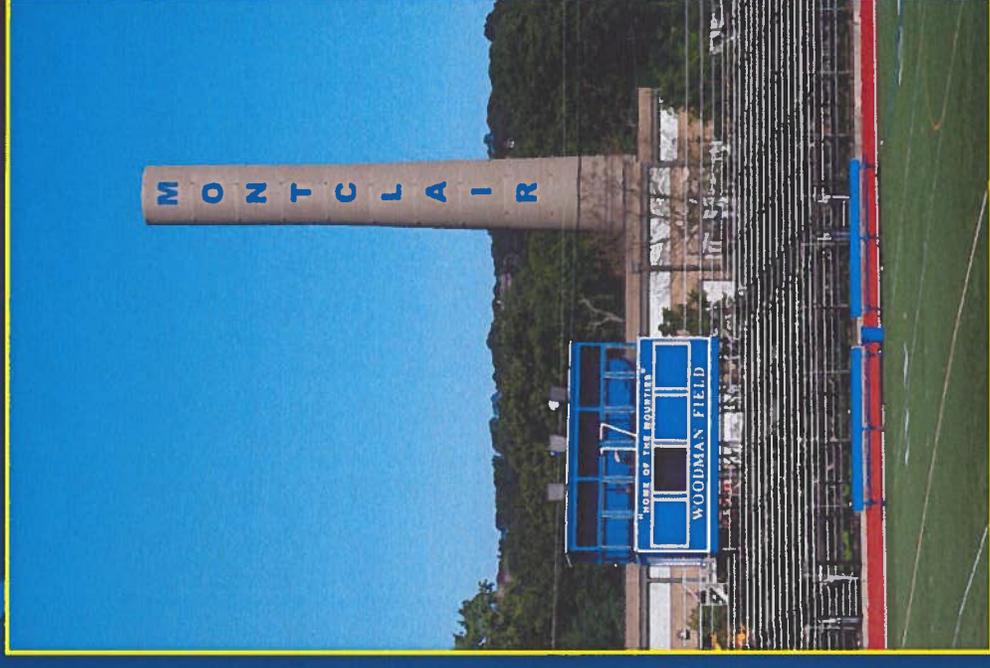
# Farley Service Plaza

- Atlantic City Expressway, Hamilton, NJ
- 300-foot Self-Support Tower
- Replaced existing State-owned guyed tower
- Six carrier capacity plus Public Safety
- Wireless *EDGE* coordinated temporary tower installation for continuous operability



# Montclair

- Montclair, New Jersey
- 125-foot Stealth Tower designed as smokestack to match building
- Six+ carrier capacity plus public safety
- Multi-level equipment space located inside Garage to optimize floor area usage
- Extensive technical design of tower – over 30,000 parts
- Wireless *EDGE* provide design concepts and collaborated with manufacturer using 3D solid models



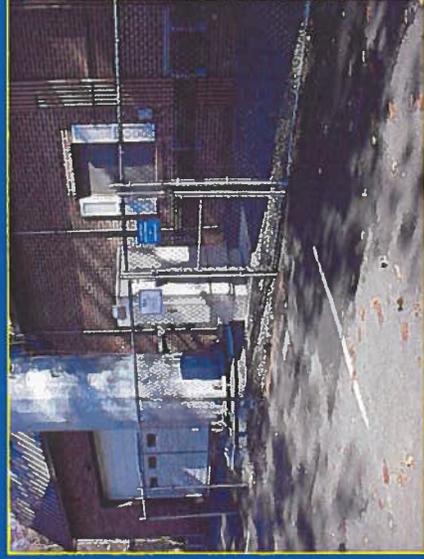
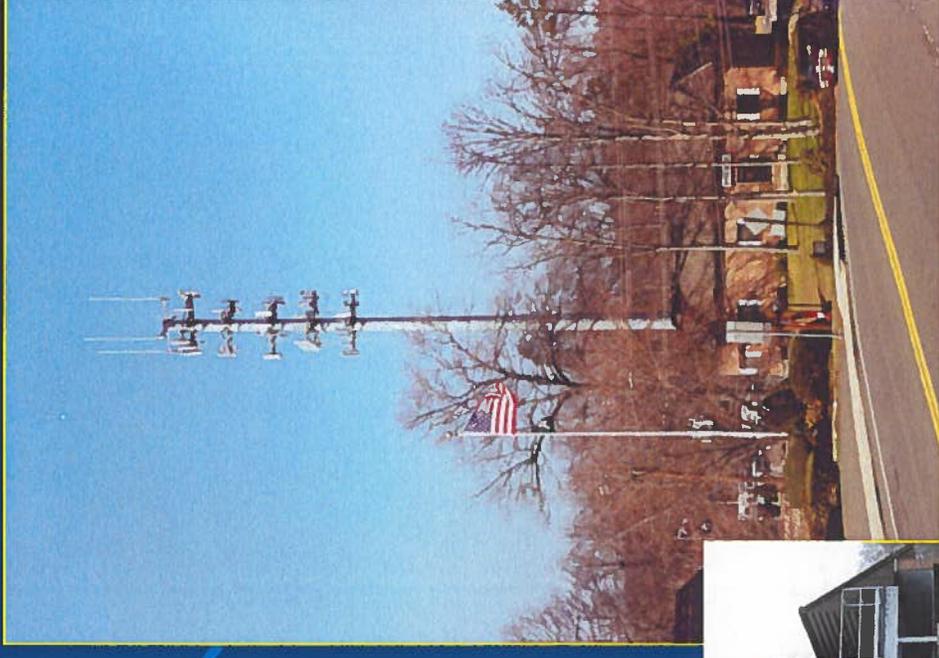
# Mamaroneck I-95

- Mamaroneck, New York
- 100-foot brown monopole with low-profile antenna mounts
- Six carrier plus municipal capacity
- Designed to reclaim otherwise unusable area
- Special flood zone design for equipment
- Site provides gap coverage on I-95 corridor and coverage to southwest portion of Village



# Stony Point Police

- Stony Point, New York
- 150-foot monopole
- Located at the Stony Point Police Station
- Eight carrier capacity plus public safety
- Seven public antenna systems installed
- Critical antenna systems transferred to new tower with hot cutover
- Equipment located on rooftop with mansard roof screening
- Tower and utilities located adjacent to building
- Site filled coverage dead zone and greatly improved the public safety coverage for the Town

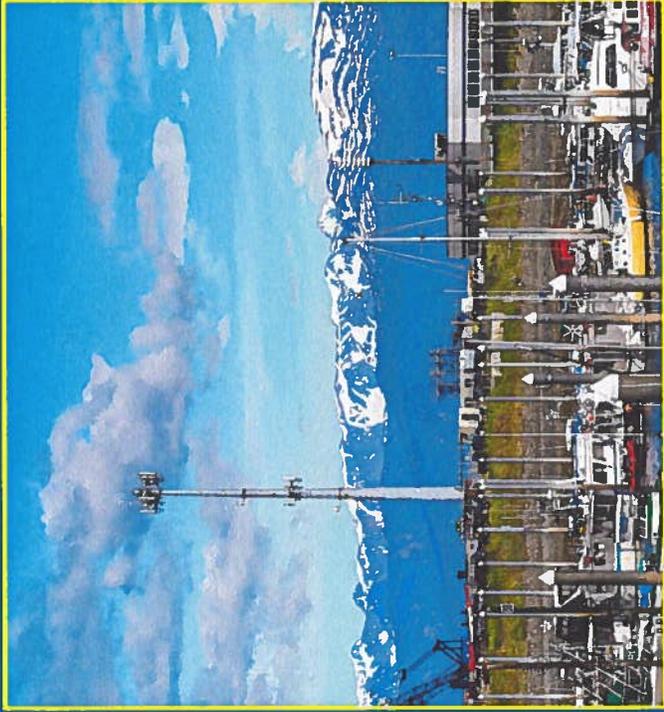
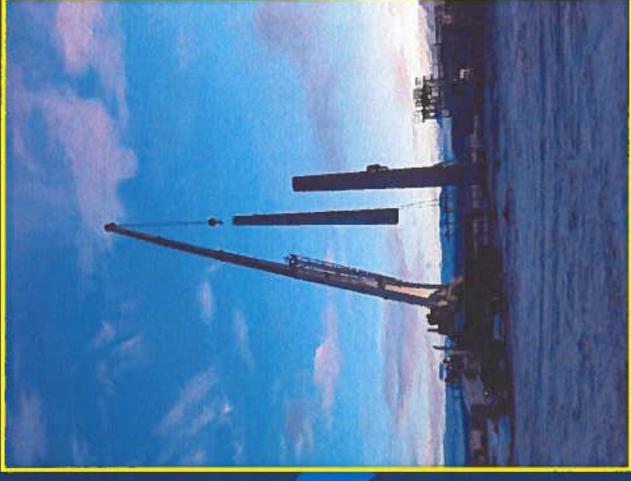


# Homer Spit



- City of Homer, Alaska
- 146-foot monopole
- Wireless *EDGE* provided Motorola R56 Equipment Shelter and Public Safety antenna systems.
- Five carrier capacity plus Public Safety
- Site filled major coverage and capacity gap on the Homer Spit Harbor and Kachemak Bay

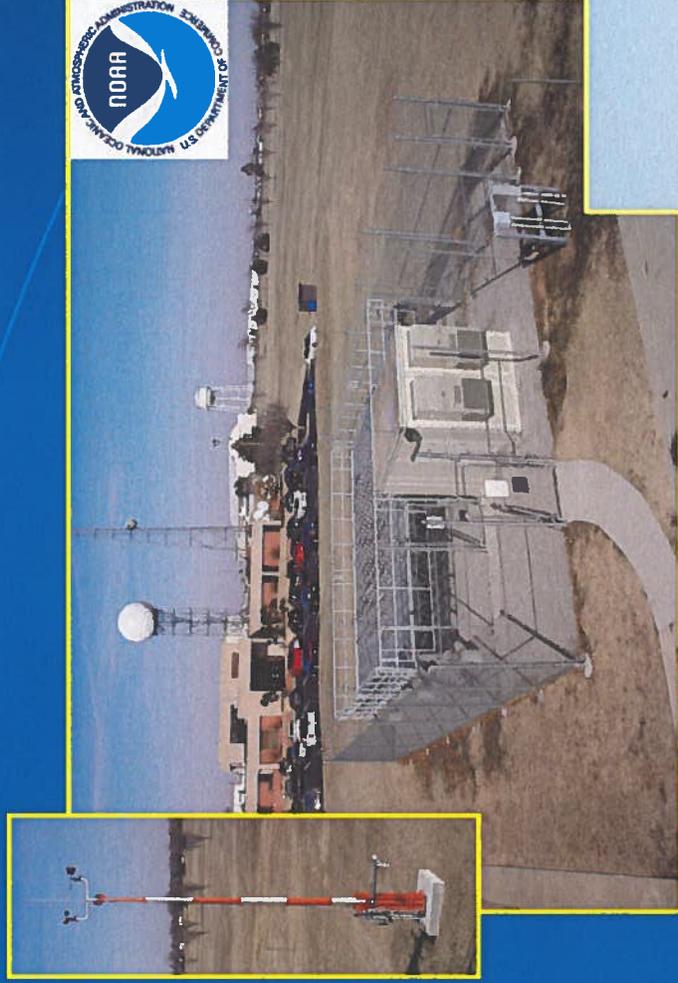
# HOMER



# Wind Profiler Radars

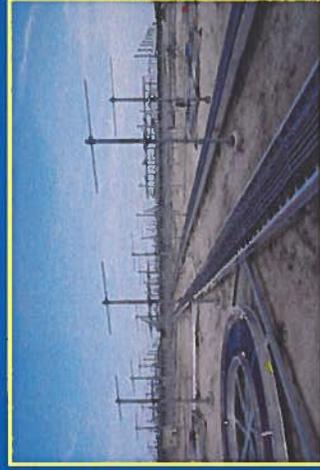
## 449 MHz Facilities:

- NWS/NOAA System - Longmont, Co
- U.S. Army Dugway Proving Grounds, UT
- NWS Radar Operation Center – Norman, OK
- Awarded nationwide production and deployment
- Mechanical Engineering, Design and Development
- Turn-key Site Construction and Antenna Installation



## 50 MHz Facility:

- NASA Kennedy Space Center
- Mechanical Engineering, Design and Development
- Turn-key Site Construction and Antenna Installation



Association of Public-safety Communications Officials – International (APCO)  
New York Landmark Conservancy – Professional Circle  
SAM Registered (Formerly CCR & ORCA)  
Rhinebeck Chamber of Commerce  
Member of WIA



Wireless  
Infrastructure  
Association





Town of Kennebunk  
RFP # EVD-001  
October 10, 2024

## **Appendix B**

# **Draft Form of Wireless Telecommunications Facility Lease Agreement**

## WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT

This Wireless Telecommunications Facility Lease Agreement (“Lease”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between the Town of Kennebunk, whose address is 1 Summer Street, Kennebunk, ME 04043 (“Landlord”) and Wireless *EDGE* Towers III, LLC (“Tenant”), a Delaware limited liability company whose address is 38 West Market Street, Rhinebeck, NY 12572.

### W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Landlord and Tenant are entering into this Lease for a portion of the Property measuring approximately \_\_\_\_\_ square feet as more particularly described on Exhibit “B” attached hereto (the “Premises”) to permit Tenant to develop the Premises as a wireless telecommunications facility; and

WHEREAS, in order to develop the Premises, Tenant shall construct a tower, as generally depicted on Exhibit “C” attached hereto (collectively, the “Structure”), as well as equipment sheds and related facilities and improvements to accommodate multiple wireless carriers as well as Landlord’s public service antennas; and

WHEREAS, Tenant intends to market portions of the Structure and Premises to wireless carriers, and to enter into appropriate agreements with such carriers to use the Structure and Premises; and

WHEREAS, during the period of the carriers’ use of the Structure and the Premises, Tenant shall manage the Premises by performing the services described on Exhibit “D” attached hereto (the “Antenna Site Management Responsibilities”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1) Premises. Landlord hereby leases to Tenant the Premises and Tenant hereby leases from Landlord the Premises upon the terms and conditions contained in this Lease.

2) Term.

(a) The Initial Term of the Lease shall be ten (10) years (the “Initial Term”), commencing upon the date (“Commencement Date”) that Tenant completed the actual construction of the Structure on the Premises. Upon commencing such construction, Tenant

shall notify Landlord of the Commencement Date. Tenant shall have the right to extend this Lease for four (4) renewal terms of ten (10) years each (each, a "Renewal Term"; the Initial Term and any Renewal Term are hereinafter referred to collectively as the "Lease Term").

(b) If Tenant elects not to exercise Tenant's right to renew the Term or any Renewal Term, as the case may be, Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least six (6) months prior to the expiration of the then current term. Unless Tenant notifies Landlord, in writing, of its intention not to exercise a Renewal Term, such Renewal Term shall be deemed automatically exercised and this Lease shall continue pursuant to the terms hereof, subject to the Renewal Fee.

(c) If Tenant remains in possession of the Premises at the expiration of the Lease Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

### 3) Rent.

(a) **Co-location Rent (Sublease Revenue Sharing):** Tenant shall pay to Landlord a portion of the amounts collected from wireless carriers using portions of the Structure and the Premises as specified in Section 6(c) below.

(b) **Sublease Bonus:** In addition, Tenant shall pay to Landlord a one-time bonus payment of **Five Thousand Dollars (\$5,000)** payable within ten (10) business days of full execution of each sublease of the Premises by a major wireless carrier, including the Anchor Co-locators (as hereinafter defined).

(c) **Renewal Term Bonuses:** In addition, Tenant shall pay to Landlord a one-time fee payment of **Ten Thousand Dollars (\$10,000) each** for each Renewal Term payable prior to start of the applicable Renewal Term.

(d) Landlord acknowledges and agrees that the total compensation or remuneration which Landlord shall be entitled to charge and collect from Tenant, in any manner related to Tenant's use and operation of the Premises, shall be solely as set forth in Sections 3(a) through 3(c) above. In this regard, Landlord agrees that it shall not levy any additional fees (other than standard and customary permit fees), taxes and/or assessments upon Tenant, in any manner related to Tenant's use and operation of the Premises.

### 4) Permitted Use; Governmental Approvals; Construction.

(a) The Premises may be used by Tenant for the construction, maintenance and operation of the Structure for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. Tenant shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities including, but not limited to all necessary building permits and certificates of occupancy (collectively, the "Governmental Approvals").

(b) Landlord hereby authorizes Tenant to prepare, execute, and file all required applications for the Governmental Approvals, subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for vigorously and diligently

defending on its behalf (but not representing Landlord) all Governmental Approvals granted for the Structure and Premises, including any approvals made by a board or commission of the Landlord, which are challenged by a third party in any administrative agency or court of law.

(c) Tenant shall have the right, at Tenant's expense, to conduct engineering tests, environmental tests, and all other feasibility studies necessary or desirable for Tenant's use of the Premises. Such testing by Tenant shall not unreasonably interfere with the operations of the Landlord at the Property.

(d) Upon obtaining all Governmental Approvals, Tenant shall have the right, at Tenant's expense, to construct and maintain the Structure on the Premises. In this regard, Tenant shall have the right to install, at Tenant's sole cost and expense, utilities and conduits necessary to service the Structure, to improve the present utilities on the Property, and/or install an emergency power generator on the Premises. All work by Tenant shall be performed in compliance with applicable laws and ordinances and shall be done in a fashion so as to minimize interference with the use of the area surrounding the Premises by Landlord and, upon completion of such construction, any area disturbed by the work, shall be restored to the condition it was in prior to the commencement of said work.

5) Access; Utilities and Taxes.

(a) Landlord hereby grants Tenant access to the Premises over, under and across the Property ("Access") twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Structure and any associated utilities. The Access right granted herein shall automatically extend to all of Tenant's agents, representatives, contractors, invitees and vendors, as well as to all subtenants and their agents, representatives, contractors, invitees and vendors.

(b) Landlord's access to the Premises shall be restricted as follows: (i) unless an emergency condition exists, all access shall be on reasonable notice to Tenant; (ii) Landlord shall take commercially reasonable precautions to ensure that no damage occurs to the Structure or other improvements or any of the property of Tenant or any subtenant during or as a result of such access; and (iii) Landlord shall promptly repair, to Tenant's reasonable satisfaction, any damage caused as a result of any such access.

(c) Tenant shall have the right to obtain, for itself and on behalf of its subtenants, sufficient utility services to the Premises, including, without limitation, electric service and telephone service. Subject to Landlord's reasonable approval of the location and at Tenant's sole cost, Tenant shall have the right to install conduits, utility lines, related equipment and other items to connect the Premises to such utility services. At the time of such installation by Tenant, Tenant shall provide conduits and sufficient electrical capacity to allow Landlord to operate Landlord's public safety antenna systems at the Premises. Such installation by Tenant shall not unreasonably interfere with the operations of the Landlord at the Property. Tenant shall pay any charges to install utilities to the Premises, including emergency power generators, and shall pay all utilities charges for utilities consumed by Tenant at the Premises. Landlord agrees to reasonably cooperate with Tenant to obtain any required local public utility easements, if necessary.

(d) Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay to Landlord or any municipal agency or taxing authority under Landlord's jurisdiction any real estate taxes, property taxes or ad valorem taxes of any kind or nature on or related to the Premises, the Structure, Tenant's use of the Premises or the Structure or any income or proceeds received by Tenant from the project contemplated by this Lease, nor shall Tenant be required to reimburse or otherwise pay Landlord for any real estate taxes imposed upon Landlord regarding the Premises.

6) Assignment and Subletting.

(a) Tenant may not assign this Lease without obtaining the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease, without the consent of Landlord: (i) to the purchaser or transferee of the Structure, provided that (x) the proposed assignment is for a legitimate business purpose, (y) the proposed purchaser shall have been engaged in business in the wireless industry for at least five years and (z) the proposed purchaser shall have assets or net worth of at least Five Million Dollars (\$5,000,000) at the time of the proposed transfer; or (ii) to a parent, affiliate, or subsidiary of Tenant, or an entity controlling, controlled by or under common control with Tenant. In the event Tenant assigns this Lease, Tenant shall give notice to Landlord within ten (10) business days of such assignment. Tenant's notice to Landlord shall specify the name and mailing address of the assignee. Upon assignment of this Lease as contemplated herein, Tenant shall be relieved of all obligations of this Lease.

(b) Tenant shall have the further right, to sublet the Structure and the Premises, in whole or in part, to wireless carriers ("Co-locators") in accordance with the permitted uses of the Premises set forth in Section 4 above. Tenant shall give notice to Landlord each time Tenant enters into any such sublease. Tenant's notice to Landlord shall specify the name and mailing address of the subtenant. Tenant shall pay Landlord the rental income from subleases as described in subsection 6(c) below. Tenant shall be responsible for all costs arising from marketing activities, acquisition of subtenants and the preparation and negotiation of legal sublease documentation.

(c) **Co-location Rent (Sublease Revenue Sharing):** Tenant shall pay Landlord the Co-Location Rent, which shall be the greater of: (i) **Seventy-five percent (75%)** of the Rental Income received from the first major wireless carrier sublease of the Premises (the "Anchor Co-locator"), or (ii) **Fifty percent (50%)** of the Rental Income received from all subleases with Co-locators of the Premises. **The minimum annual Co-location Rent shall be \$22,500. The minimum annual co-location index rate for major wireless carrier subleases shall be two percent (2.0%).** If an Anchor Co-locator sublease is terminated, Tenant shall designate by notice to Landlord the co-locator sublease that shall replace the terminated Anchor Co-locator sublease. The term "Rental Income" as used in this Lease shall mean all amounts paid to Tenant by subtenants (Co-locators), except that Rental Income shall expressly exclude (i) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant caused by, at the request of or on behalf of, the subtenant, including, but not limited to, utilities, site improvements, conduits, taxes, assessments, security deposits, penalties and fines (including

interest thereon) for violations of law by the subtenant and legal fees; (ii) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant in entering into this Lease, obtaining the Governmental Approvals, or constructing the Structure and Premises; and (iii) any initial fee to be charged by Tenant to each prospective subtenant to reimburse Tenant for costs, expenses and fees related to the submissions, installation design and site engineering studies for such subtenant. In the event that any amount of Rental Income is received by Tenant in a month other than the month for which such Rental Income is due, Tenant will make appropriate adjustments in order to properly allocate such amounts to the proper month. Tenant agrees that it shall maintain sufficient records for Landlord to properly account for the revenues paid and received pursuant to this Lease, which shall be open to inspection and audit by Landlord. Upon request, but no more than twice annually, Landlord may review Tenant's records, including true and complete copies of amendments, restatements or modifications of this Lease and sublicenses of the Premises. Landlord's review of Tenant's records will be conducted at Tenant's offices at a date and time to be mutually agreed upon. Upon request, Tenant shall deliver copies of the records to Landlord.

(d) Tenant shall provide structural capacity and reserved space on the Structure for Landlord's public service antennas at the top of the Structure and below the commercial antenna levels at least 80-feet above grade. **At no cost to Landlord, Tenant shall install Landlord's antenna(s) and related equipment on the Structure and Premises, as applicable, promptly following the completion of the construction of the Structure. Tenant shall provide such space on the Structure to Landlord free of rent. Landlord shall be solely responsible for all costs to maintain Landlord's antennas. Tenant will provide suitable antenna mounts to accommodate Landlord's antennas and those of local public/emergency services. Concurrent with the initial installation of the tower, Tenant will install Landlord's antenna and lines at no cost. Tenant shall procure and install the following Bill-of-Materials to facilitate Landlord's antenna installation: Antennas, Cables, Connectors, Jumper Cables, Tower Mounts, Antenna Mounts, Waveguide Bridge, Grounding Components, Cable Conveyance and Weatherization, Surge Suppressors, Cable Ports, and miscellaneous hardware as required. In addition, Tenant shall procure and install equipment housing for Landlord's radios (outdoor cabinet or shelter, as required), automatic transfer switch and back-up generator for Landlord's exclusive use. All materials purchased by Tenant shall be reasonable approved by Landlord. Tenant shall provide all site civil and electrical improvements to accept the Landlord's antennas. Landlord shall be solely responsible for all costs to maintain Landlord's antennas, radio equipment and generator, and Landlord shall pay for its own electric utility usage and communications telephony.**

(e) Landlord may not assign its rights or obligations under this Lease without the prior written consent of Tenant. Notwithstanding the foregoing, on written notice to Tenant, Landlord shall be entitled to: (i) assign its right to receive Rent; and (ii) sell the Property, provided that such transfer is for a legitimate business purpose and the purchaser agrees to assume all of Landlord's obligations hereunder.

(f) If at any time after the Effective Date, Landlord receives a bona fide written offer from a

third party seeking an assignment of (or otherwise seeking to acquire) the rental stream associated with this Lease (a "Purchase Offer"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchaser Offer is valid, genuine and true in all respects (a "Purchase Offer Notice"). Tenant shall have the right within thirty (30) days after it receives the Purchase Offer Notice to agree in writing to match the terms of the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer subject to the terms of this Lease (including, without limitation, the terms of this Subparagraph 6(f), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 6(e), the assignment on the terms set forth in the Purchase Offer, as amended and the foregoing time periods and terms/conditions shall re-apply to the amended Purchase Offer. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Lease; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Lease without the necessity of any further written confirmation of said termination of this right of first refusal.

7) Maintenance, Repair and Removal. Tenant shall, at Tenant's expense, keep and maintain in good condition and repair the Premises and the Structure. Tenant shall install and operate the Structure in compliance with all applicable laws and ordinances to the extent that such compliance is required as a result of Tenant's use or occupancy of the Premises. Upon termination of this Lease, Landlord shall have the option of requiring that Tenant remove the Structure and all other installations made by Tenant at the Premises, including utility lines. Whether or not Landlord requires the removal, of the Structure, the Premises shall be returned to Landlord in good, usable condition, reasonable wear and tear and casualty excepted. Notwithstanding the foregoing, in the event that Landlord requires Tenant to remove the Structure as contemplated herein, Landlord acknowledges and agrees that Tenant shall have no obligation to remove the foundation of the Structure beyond three (3) feet below grade.

8) Default. Any of the following occurrences, conditions or acts shall be deemed a default under this Lease (a "Default"): (a) if Tenant fails to pay monetary amounts due under this Lease within ten (10) business days of its receipt of written notice that such payments are overdue; or (b) if either party fails to observe or perform any non-monetary obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; provided, however, that if such breach cannot be cured within said thirty (30) day period, the breaching party shall not be in Default if, within thirty (30) days, it commences efforts, and thereafter proceeds diligently, to cure such breach.

9) Termination.

(a) This Lease may be terminated by Landlord without any penalty or further liability, on thirty (30) days prior notice to Tenant at any time in the event that Tenant: (i) is in Default after notice and the expiration of any applicable cure period; or (ii) has failed to construct the structure or enter into any subleases of the Premises or the Structure within eighteen (18) months following Effective Date. Notwithstanding the aforementioned, Landlord may not terminate this Agreement if Government Approvals have not been granted and Tenant is diligently pursuing such Government Approvals, or if Tenant has started construction and is diligently pursuing completion.

(b) This Lease may be terminated by Tenant, without any penalty or further liability, on thirty (30) days prior notice to Landlord as follows: (i) if Tenant is unable to obtain in a timely manner any Governmental Approval necessary for the installation and/or operation of the Structure at the Premises, or any Governmental Approval is canceled, expires, lapses or is otherwise withdrawn or terminated; or (ii) if Tenant determines the Premises are not appropriate for its operations for economic or technological reasons; or (iii) if Tenant is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (iv) if Hazardous Substances (as defined in Section 16) are or become present on the Property or Premises in violation of Environmental Laws (as defined in Section 16).

10) Insurance and Subrogation.

(a) Tenant shall maintain the following insurance during the Lease Term:

(i) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000, which limits may be provided in combination with umbrella coverage.

(ii) workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation law of the state in which the Premises are located; and

(iii) if Tenant operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$1,000,000 combined bodily injury and property damage.

(iv) an umbrella policy of \$45,000,000.

Each such policy (except workers' compensation) shall list Landlord as an additional insured, and shall provide that it will not be terminated during the Lease Term or modified to affect the coverage required except after thirty (30) days prior notice thereof to Landlord.

(b) Tenant shall have the right to fulfill its insurance obligations under this paragraph by obtaining appropriate endorsements to any master policy of liability insurance that Tenant or its affiliates may maintain.

(c) Tenant shall, prior to commencing construction of the Structure and annually thereafter,

furnish to Landlord certificates of insurance listing Landlord either as additional named insured or additional insured on a primary basis to the extent permitted by applicable insurance regulations.

(d) At all times during the Lease Term, Landlord will carry and maintain commercial general liability insurance on the Property, including any common area, in commercially reasonable amounts.

(e) Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered or required to be covered by any property insurance required to be carried pursuant to this paragraph or any other property insurance actually carried by such party, provided that the party against whom relief is sought, has complied with the terms of this Section 10. Landlord and Tenant will cause their respective insurers to issue waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Structure or the Premises or the contents of either.

11) Hold Harmless. Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising directly from the installation, use, maintenance, repair or removal of the Structure at the Premises, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors. Landlord agrees to indemnify and hold Tenant harmless from any and all claims arising out of the negligence or intentional acts of Landlord, its employees, agents, or independent contractors in, on or about the Property, except for claims arising from the negligence or intentional acts of Tenant, its employees, agents or independent contractors.

12) Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed given, (i) if personally delivered or mailed, upon delivery, or if (ii) by certified mail, return receipt requested, five (5) days after mailing, or if (iii) sent by overnight carrier, upon receipt, to the addresses for Landlord and Tenant stated below:

if to Landlord:           Town of ~~Kennebuek~~Kennebunk  
                                  1 Summer Street  
                                  Kennebunk, ME 04043  
                                  Attention: \_\_\_\_\_

with a copy to:           \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  Attention: \_\_\_\_\_

if to Tenant: Wireless *EDGE* Towers III, LLC  
PO Box 63  
Rhinebeck, New York 12572  
Attention: Tower Development

with a copy to: Corrigan, Baker & Levine, LLC  
75 South Broadway, Suite 4-961  
White Plains, New York 10601  
Attention: Robert J. Levine, Esq.

13) Quiet Enjoyment, Title and Authority. Landlord represents, warrants and covenants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and Landlord has taken all necessary action to approve this Lease and has authorized the signatories of this Lease to sign same; (ii) the Property is free and clear of any unrecorded covenants, restrictions, liens or mortgages which would interfere with Tenant's rights to or use of the Premises; (iii) no consents are required from any mortgagee, licensee or any other occupant of the Property with respect to Tenant's use of the Premises; (v) the execution and performance of this Lease will not violate any local laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord. Landlord shall be responsible for any costs due to the failure of the Property to comply with all applicable local, state and federal laws, ordinances, codes, and regulations. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in Default after notice and the expiration of any applicable cure period.

14) Casualty or Condemnation. If the Property or the Structure are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Structure, then Tenant may elect to terminate this Lease and in such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Structure are restored to the condition existing immediately prior to such damage or destruction. In the event of a condemnation of all or any part of the Property, Tenant shall have the right to terminate this Lease if such condemnation disrupts Tenant's operation at the Property or renders the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

15) Waiver of Landlord's Lien; Financing. The Structure shall remain the exclusive property of Tenant. In this regard, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Structure or any portion thereof, as well as and all other installations made by Tenant at the Premises, whether same are deemed real or personal

property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time. Tenant may enter into a secured financing arrangement for which the Structure or this Lease is security, provided such an arrangement shall not impair or abridge the rights of Landlord under this Lease and such secured party agrees to be bound by the terms and provisions of this Lease from the time it succeeds to the interest of Tenant under this Lease.

16) Environmental Laws.

(a) As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste, material, or substance that is regulated by Environmental Laws, including, without limitation, asbestos and petroleum products; hazardous or solid wastes.

(b) Tenant and Landlord each represent, warrant and agree that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Landlord further represents, warrants and agrees that neither Landlord, nor to Landlord's knowledge, any third party, has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substance on, under, about or within the Property or Premises in violation of any Environmental Law.

17) Miscellaneous.

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

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the party against whom enforcement is sought.

(c) Each party agrees to cooperate with the other in executing any documents (including a memorandum of lease and/or easement agreement) in a form reasonably satisfactory to both parties necessary to protect its rights or use of the Premises. Tenant may record the memorandum of lease.

(d) Tenant agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under it. Tenant may contest the validity or amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of Landlord, Tenant shall post a bond sufficient to remove such lien pending contest against the enforcement of the lien against Landlord. If Tenant shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien with ninety (90) days of the filing of such lien, Landlord may (but shall not be required to), after written notice to Tenant, pay said claim and the amount so paid shall be

immediately due and owing from Tenant to Landlord, and Tenant shall pay the same to Landlord upon demand.

(e) This Lease and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State where the Property is located without giving effect to principles of conflict of laws. The undersigned hereby irrevocably submit to the jurisdiction and venue of any State or Federal Court located in the State and County where the Property is located, over any action or proceeding arising out of any dispute between the undersigned, with respect to this Lease.

(f) The provisions of this Lease are severable. If a court of competent jurisdiction rules that any provision of this Lease is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Lease.

(g) Any consent required hereunder shall not be unreasonably withheld, conditioned, or delayed.

(h) This Lease may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) No failure on the part of either party to exercise, and no delay in exercising, any right under the Lease shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Lease.

(j) A waiver of any right or remedy by either party at any one time shall not affect the exercise of such right or remedy or any other right or remedy by that party at any other time. In order for any waiver to be effective, it shall be in writing, signed by an authorized person or board, and be express and unequivocal and specify precisely the rights or remedies being waived. The failure of either party to take any action in the event of any breach by the other party shall not be deemed or construed to constitute a waiver of any of its rights or to otherwise affect the right of that party to take any action permitted by the Lease at any other time, in the event that such breach has not been cured, or with respect to any other breach.

(k) The rights and remedies provided in the Lease are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Lease shall impair any of the rights of either party under applicable law, subject in each case to the terms and conditions in the Lease.

[Signatures Appear on Following Page]

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

LANDLORD:

TENANT:

**Town of Kennebunk**

**Wireless *EDGE* Towers III, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John E Arthur

Title: \_\_\_\_\_

Title: President

**EXHIBIT A**

**Description of the Landlord's Property**

That certain parcel of real property located in the Town of Kennebunk, County of York, State of Maine designated as Parcel 052-044 and commonly known as 0 Factory Pasture Road, a portion of which properties are more particularly shown on Exhibit B attached hereto.

Legal Description/Map:

DRAWING/MAP/ METES & BOUNDS  
TO BE PROVIDED

**EXHIBIT B**

**Description of the Leased Premises**

DRAWING TO BE PROVIDED

**EXHIBIT C**

**The Structure**

DRAWING TO BE PROVIDED

**EXHIBIT D**

**Antenna Site Management Responsibilities**

Wireless *EDGE* Towers III, LLC or its affiliate (“WE”) shall perform all of the services that are the subject of this Agreement. WE shall be the site manager for subleasing of the Premises and the Structure.

We will perform the following site management services for the Premises:

1. Market the Facility to Co-locaters (wireless carriers)
2. Determine tenants’ current & future requirements.
3. Develop sublease template(s).
4. Develop site application form and installation requirements.
5. Actively market the site from time to time in conjunction with tenants’ buildouts and available space on the site.
6. Review and process tenant’s applications.
7. Negotiate subleases.
8. Review tenant’s proposed construction drawings with Landlord (where applicable).
9. Review tenant’s RF study report (where applicable).
10. Coordinate installation schedule with Landlord.
11. Inspect site for compliance with approved drawings.
12. Inspect site for general quality of work.
13. Maintain site inventory database of tenants’ equipment (antenna, cable, and cabinet level)
14. Coordinate site changes.
15. Monitor sites annually for configuration changes against lease baseline and check general condition of wireless carrier installations.
16. Maintain Facility as necessary.
17. Collect and track rent payments.
18. Consolidate rent streams from all tenants.
19. Remit month revenue share to Landlord.
20. Track annual adjustments to lease payments.
21. Maintain insurance requirements throughout the Lease Term and Management Term.
22. Maintain all required permits and Governmental Approvals to operate the Facility.
23. Provide any required FAA monitoring services.