



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

August 16, 2018

To: Jerome D. Schad, Chair
Mark S. Carney, Vice Chair
E. Thomas Jones, Treasurer

Cc: Terrance McCracken, Secretary
Margaret A. Murphy, Attorney
Russell J. Stoll, Executive Engineer

From: Darlene Sikorski-Petritz, Deputy Associate Attorney

Subject: Crown Castle Lease Amendment

On January 11, 2018, upon advice of Paul Riester, Director of Administration, the ECWA Board unanimously approved item 6 (board resolution) to enter into a short term lease with Global Signal Acquisitions II LLC to allow the Authority to lease tower space on property located in the Town of Hamburg, New York.

On February 8, 2018, Chairman Robert Anderson executed said lease on behalf of Authority. On March 12, 2018, Kelly Stoner, Manager Contract Development, executed said lease on behalf of Global Signal Acquisitions II LLC.

However, the effective dates on the two original executed lease agreements conflict. The correct effective date agreed to by both parties is April 1, 2018. Therefore, in order to conform the effective date on both leases, Crown Castle requested a formal lease amendment which includes an additional modification to the lease.

Lease amendment item three sets forth amended language regarding Authority modifications to its equipment. Executive Engineer Stoll reviewed the amended clause in my office and opined the clause to be acceptable from an engineering department prospective. The legal department reviewed the lease inconsistency issue and hereby supports an amended lease agreement to remove the effective date inconsistencies.

In light of the effective date inconsistencies and the support opined by Executive Engineer Stoll, legal hereby recommends the execution of the amended lease.



Date: April 26, 2018
To: Erie County Water Authority
Attention: Jacqueline Mattina
Regarding: Erie County Water Authority / / CrownCastle
BUN: 875129 / 587809 / HOGAN / App # 440428

Dear Jacqueline Mattina:

Please find enclosed for your review and execution by an authorized signatory of Erie County Water Authority, the document for the above-referenced wireless communication facility. If you have any questions regarding the details of the document, please contact Megan Carrick at 724-416-2157.

Crown Castle now accepts digital signature, please follow the prompts within this document.

We will continue to execute documents that require Notary and Memorandums of Lease (MOLs) with ink signatures as required for notary and recording purposes. If an MOL is required, please send your partially executed MOL to the address below for review and full execution. For pre-approval of your MOL, you may send a soft copy to Licensing.DocumentExecution@CrownCastle.com, referencing the Crown Castle Business Unit and the words MOL in the subject line.

If you choose not to execute electronically, you have the option to print out 2 copies of the document, sign in ink and mail back to Crown Castle at the address below. Please include the name, e-mail, phone number, and physical street address of the individual to whom the signed document should be returned. Note: FedEx and UPS cannot deliver to a Post Office box.

Crown Castle
Attn: Licensing Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to DocumentExecution@CrownCastle.com or by phone at 1-844-753-8828.

Thank you,

Contract Specialist
Crown Castle

Customer Site Name: CrownCastle
Customer Site ID:

Crown Site Name: HOGAN
Crown Business Unit: 875129
License Number: 587809
Amendment Number: 615087

FIRST AMENDMENT TO SHORT FORM TOWER LICENSE AGREEMENT

This First Amendment to Short Form Tower License Agreement (this "Amendment") is made this _____ day of _____, _____, by and between Global Signal Acquisitions II LLC, a Delaware limited liability company ("Crown") and Erie County Water Authority, a New York corporation ("Customer").

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Short Form Tower License Agreement dated March 12, 2018, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Co-Location Agreement"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as HOGAN, Crown BU# 875129 (the "Site"); and

WHEREAS, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

- Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.
- Delete and Replace.** Notwithstanding the date of this Amendment, and effective as of the date of full execution of the Co-Location Agreement, the defined term "Term Commencement Date" in the Co-Location Agreement shall be deemed to have been deleted in its entirety and replaced and superseded by and with the following:

"Term Commencement Date' April 1, 2018."
- Modifications to Equipment.** Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer's permitted equipment and the locations thereof, shall be exhibits to said amendment.
- Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

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TT: E 859085
Prepared by: J. Quattro
Prepared on: 4/19/2018
Revised on:
SLA_TLA Renegotiation Amendment Template (2/16/11)

App Rev #: 0
LRF Rev #: 1

Customer Site Name: CrownCastle
Customer Site ID:

Crown Site Name: HOGAN
Crown Business Unit: 875129
License Number: 587809
Amendment Number: 615087

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Global Signal Acquisitions II LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Execution Date: _____

CUSTOMER:

Erie County Water Authority,
a New York corporation

By: _____

Print Name: _____

Title: _____

Execution Date: _____