RESOLUTION # 23-106 RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

ENTITLED "SECOND LICENSE AGREEMENT FOR HARRISON AVENUE ELEVATED WATER STORAGE TANK/ HARRISON

AVENUE/LODI SYSTEM WATER TOWER"

DATE OF ADOPTION: JUNE 28, 2023

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering, and Finance

Departments.

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: CARMEN DE PADUA

WHEREAS Passaic Valley Water Commission ("PVWC") leases certain

property in the Borough of Lodi, County of Bergen, State of New Jersey ("the

Borough"), memorialized in Lease Agreement between PVWC and the

Borough entered into in 1997 ("the PVWC-Borough Lease Agreement"),

subject to extension, pursuant to which PVWC operates public water utility

facilities ("the PVWC Lodi Facilities");

WHEREAS, located on the PVWC Lodi Facilities site there exists a

certain public water utility water tank tower, constructed by PVWC,

sometimes referred to as the Harrison Avenue Elevated Water Storage Tank

("the Tank Tower");

A. Antenna Licensing History

WHEREAS on recommendation of counsel and staff officers of PVWC,

the PVWC Board of Commissioners has, prior to the date hereof, resolved to

authorize PVWC's successive entry of three license agreements with

developers of wireless telecommunications antennas for the placement of

telecommunications antennas and related equipment on, and about, the

Tank Tower, including:

a) a license agreement entered with APSARA Networks, Inc. ("APSARA")

wireless telecommunications developer, dated June 20, 2018

("APSARA License"), with PVWC as licensor and APSARA as licensee,

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granting APSARA license to install and operate wireless telecommunications antenna and related equipment, on and about the Tank Tower under the terms stated within the APSARA License, approved by Resolution of the Board;

b) An initial agreement with McKay Brothers, LLC ("McKay"), also a developer of wireless communications facilities, as licensee, under license agreement entered by PVWC as Licensor, approved by Resolution of the PVWC Board of Commissioner's adopted May 13, 2020 ("First McKay License"), authorizing McKay, as licensee, to install and operate on and about the Tank Tower, certain wireless communications antenna and related equipment, in conformity with the terms of the First McKay License stated therein;

WHEREAS a second license agreement between PVWC as licensor, and McKay as licensee, dated May 31, 2023, for the use of certain additional spaces on and about the Tank Tower for the installation and operation of additional antenna and related supporting wireless equipment, authorized by PVWC Board Resolution date My 24, 2023 ("Second McKay License");

WHEREAS an additional wireless telecommunications antenna developer, DRX NW, LLC ("DRX NW"), having been authorized to enter, through its agents, the PVWC Lodi Facilities for purpose of determining location and design of an additional proposed wireless communications facilities and DRX NW having earlier submitted for PVWC review, proposed terms of a wireless communications antenna license, together with drawings of proposed location of DRX NW's proposed additional wireless communication facilities on, and about, the Tank Tower ("the DRX NW License");

WHEREAS, the design and construction of Water Tank provided for antennae mounting points so that multiple wireless communication antenna might be affixed to the Water Tower in anticipation of requests from multiple

wireless communications service providers, such as APSARA, McKay, and DRX NW;

WHEREAS, the License Agreements referenced herein entered with APSARA and McKay have resulted in installation of operating wireless telecommunications equipment that has to date not had adverse impact or PVWC utility operations;

WHEREAS, following review by Waters, McPherson, McNeill, P.C., as Special Counsel to PVWC ("Special Counsel"), DRX NW is tendering an executed counterpart of the annexed proposed DRX NW License, and DRX NW agrees therein to pay PVWC the sum of \$36,000.00 per year, subject to 3% annual increase, for the privilege and license to utilize the Tank Tower in the manner described therein, on terms and conditions of use and compensation of PVWC, subject to periodic renewal as stated therein, which Special Counsel has advised are comparable to the other, aforementioned antenna license arrangements entered by PVWC represented by the licensees as being reasonable and consistent with market rates for comparable licenses;

WHEREAS, within the DRX NW License, DRX NW further acknowledges that: i. the DRX NW License is not exclusive; ii. in addition to PVWC's own telemetry antenna mounting on the Tank Tower, PVWC has earlier allowed antenna mountings on the Tank Tower, along with related equipment, installed by APSARA and by McKay under their respective licenses from PVWC; iii. PVWC reserves the right to extend similar licenses to other wireless communication providers; and iv. DRX NW is obligated under terms of the DRX NW License to conserve conduit space within the Tank Tower for potential future use for PVWC utility operations purposes.

WHEREAS, PVWC endeavors to keep its customers' water rates as low as reasonably possible, consistent with safe and effective utility service, and PVWC therefore duly accepts additional, non-utility, sources of revenue that are consistent with utility operations, such as fees received from wireless

communications licensees, contributing to offset of revenue need that must otherwise obtained through charges for water utility service;

WHEREAS, Special Counsel to PVWC, has reviewed the attached DRX NW License Agreement (Exhibit A) and has recommended its approval by the PVWC Board of Commissioners, with the DRX NW License also providing terms of indemnity and insurance of PVWC, as well as provisions requiring compatibility with PVWC utility operations and DRX NW compliance with applicable law and regulation; and

WHEREAS, PVWC's entry of the DRX NW License on the terms provided for therein, may also facilitate the Borough's realization of revenue, under arrangement to be directly entered between the Borough and DRX NW, as consideration for the Borough's due consent to the License as lessor under PVWC Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

That the appropriate officers of the Commission are hereby authorized to execute the DRX NW License and implement the terms thereof, in accordance with this Resolution and the submissions provided in connection therewith.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u> </u>			
COTTON, R.	_ <u>X</u>			-
DEPADUA, C.	X			
KOLODZIEJ, J.	<u>X</u>			
LEVINE, J.	<u> </u>			
VAN RENSALIER, R.	_ <u>X</u>			
FRIEND, G.	<u> </u>			

Adopted at a meeting of Passaic Valley Water Commission.

President

GERALD FRIEND

Sécretary RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 28, 2023.

LOUIS AMODIO

Administrative Secretary

ANTENNA SITE

LICENSE AGREEMENT

For

HARRISON AVENUE/LODI SYSTEM WATER TOWER

Between

PASSAIC VALLEY WATER COMMISSION (Licensor)

And

DRW NX, LLC (Licensee)

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- ii. To Install, maintain, operate, replace and remove, at Licensee's sole cost, expense and risk, certain connecting equipment, on non-exclusive portions of the Licensed Premises ("Connecting Equipment") that connect various components of Licensee's Equipment. DRW's Antenna Facilities, and Licensee's Connecting Equipment and backup electricity generator, are collectively referred to in this Agreement as "Licensee's Equipment". To the extent there are any wire or cable conduits currently available at the Water Tower that allow for connection of ground-based equipment to antennas, one (1) wire or cable conduit shall remain available for use by PVWC.
- (b) Antenna Facilities. The "Antenna Facilities" shall consist generally of the following elements, as they may be amended in accordance with this Agreement:

Antenna and transmitting and receiving devices and equipment, supporting radio and communications equipment, enclosures/cabinets, and related cabling elements ("Antenna Equipment") with the size, engineering structure and broadcast frequencies as generally specified in Exhibit "B" ("Antenna Characteristics"), and with the physical space and access requirements specified in <a href="Exhibit" B". On notice pursuant to Section 8 hereof, Licensee may replace Licensee's Equipment from time to time with Antenna Equipment and/or Connecting Equipment of similar size.

- (c) <u>Independent Contractors</u>. PVWC and Licensee acknowledge an agree that the relationship between them is solely that of a licensor-licensee, and nothing in this Agreement shall be construed to constitute or otherwise render the parties: as landlord and tenant, employer-employee, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents, or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. Licensee hereby accepts and assumes full and exclusive liability for, and shall hold PVWC harmless from, the payment of all taxes, monies, and other expenses arising from the conduct of Licensee's business in or about the property comprising PVWC's leasehold estate under the Borough Water System Lease ("the Property"), including without limitation, contribution required under state and federal law providing for state and federal payroll taxes or contributions for unemployment insurance or old-age pensions, or annuities that are measured by wages, salaries, or other renumeration paid to Licensee or by Licensee to its employees for any and all activities in connection with this Agreement.
- (d) "As is": No Warranty; No Services. PVWC makes no warranty or representation that the Licensed Premises are suitable for the Licensee's use, the Licensee having satisfied itself thereof. Licensee has also had the opportunity to conduct "Line of Sight Testing" of the Licensed Premises of location of Antenna facilities, as set forth in Section 15 hereof. Licensee has inspected the Licensed Premises and accepts the same "as is" and acknowledges that PVWC is under no obligation to perform any work or provide any materials to prepare the Licensed Premises or any other portion of the Property for Licensee.
 - (e) Not Exclusive. The License is not exclusive. PVWC hereby reserves the right to

(c) <u>Hold-Over</u>. If, on the Termination Date, Licensee fails to vacate and surrender possession of the Licensed Premises that Licensee is permitted to use, in the conditions required by this Agreement, and/or, fails to remove its property as required under this Agreement, Licensee shall pay to PVWC a fee calculated on a per diem basis, equal to one hundred twenty-five percent (125%) of the License Fee in Effect on the day before the Termination Date.

4. <u>Use</u>.

Licensee shall use the Licensed Premises for the purpose of constructing, installing, maintaining and operating a wireless communications facility and uses and equipment accessory thereto, including, but not limited to, the microwave antennas, free space optic and similar transmitting and receiving devices, base station equipment, emergency power generators, cables and utility lines, and related personal property. If the use of Licensee's Antenna Equipment is to be interrupted as a result of the maintenance, painting or repairs to the Water Tower or other work to be performed on the Leased Premises or Property by PVWC, the Borough or Licensee, Licensee shall be permitted to install a temporary communications facility on the Property that allows it to maintain its use and provision of communications services to its customers. The location of the temporary facility will be mutually agreed to by the parties.

5. Electricity.

- (a) PVWC shall allow Licensee access to customary public electric utility electrical facilities with sufficient power for Licensee's Antenna Facilities. Licensee will be directly responsible for paying on a timely basis the electric utilities regular electricity charges for all electricity used or consumed by Licensee on the Licensed Premises. PVWC acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If an interruption of electrical occurs over an extended period of time, in Licensee's reasonable determination, PVWC agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption, the location of which will be subject to PVWC's approval, which shall not be unreasonably withheld, conditioned or delayed. PVWC will not be responsible for interference with, interruption of or failure, beyond the reasonable control of PVWC, of such electric services.
- (b) Licensee estimates, based on experience with comparable facilities, that the Antenna Facilities will continuously draw approximately 2.4 kW of electricity from standard household current electric line ("Estimated Usage"). Licensee agrees to include with its monthly installment of annual License fee due under Section 2. hereof, an additional sum, calculated using the published tariffs of the public electric utility supplying electricity to the Borough Water System, based on 24 hours of Estimated Usage each month that a License Fee installment is due hereunder. In the event that the Licensee's Equipment's actual consumption of electricity shall exceed the Estimated usage by more than 205% thereof, for two consecutive months, PVWC may require Licensee to cause a separate measuring meter to be installed at Licensee's expense.
 - (c) In the event that direct connection to PVWC's electric power supply sources is not

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contractors, shall be solely responsible for the maintenance and care of the Antenna Facilities and shall maintain the same in a clean, sanitary, and safe condition, conforming to applicable law and regulation, and in good repair and free of any material defects at all times during this Agreement.

- (b) Repairs. Licensee shall, at its sole cost and expense, repair and/or refinish any and all damage to any and all damaged portions of the Licensed Premises, where such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Licensee fails to promptly and properly repair or refinish any such damage, then PVWC may, in its sole discretion, repair and/or refinish such damage and Licensee shall reimburse PVWC of all reasonable costs and expenses incurred in such repair or refinishing.
- (c) No Interference. Licensee's Antenna Facilities and Antenna Equipment shall not disrupt, adversely affect, or otherwise interfere with either PVWC's electronic equipment, (including telemetry), or with PVWC's electronic communications, essential to the operation of public water supply facilities or related communication services, or otherwise interfere with any other existing PVWC licensee's telecommunications operations subject to Licensee's rights under this Agreement, including without limitation, Licensee's rights of non-interference hereunder. Similarly, PVWC shall not use, nor shall PVWC permit its lessees, licensees or other occupants, employees, invitees or agents to use or occupy any portion of the Property in any way which causes material interference, either physical or technical, with the operation of Licensee. PVWC agrees to incorporate equivalent provisions regarding non-interference with pre-existing communications into any subsequent leases, licenses or other agreement with other persons or entities for any portions of PVWC's leasehold under the Borough Water System Lease.
- (d) <u>Legal Requirements</u>. Licensee shall comply with all applicable federal rules and regulations of the Federal Communications Commission ("FCC") [if required], and with all applicable legal requirements of the Borough, County, and State pertaining to the installation, operation and maintenance of Licensee's Antenna Facilities, including but not limited to, applicable New Jersey Gubernatorial Executive Orders, and federal and state laws, regulations, rules and directives responsive to public health and the Coronavirus disease 2019 ("COVID-19 Mandates"), and Licensee shall cause its employees, agents, and contractors to comply with applicable COVID-19 Mandates.
- (e) <u>PVWC Not Liable</u>. PVWC shall not be liable for damage to Licensee's Equipment or for theft, misappropriation, or loss thereof, unless due solely to PVWC's negligence or willful misconduct. PVWC shall not be liable for any consequential economic damages, loss profits, or other form of business loss by the Licensee.

adversely affecting coverage provided hereunder. Prior to entry of the Licensed Premises, Licensee shall provide a certificate of insurance verifying the insurance coverages provided for herein, and shall: (i) name PVWC as an additional insured, (ii) be on an occurrence basis, (iii) provide that it shall not be cancelled without thirty (30) days prior written notice to PVWC, (iv) be primary and will not seek contribution from any "other insurance" or self-insurance available to PVWC, (v) apply before any "other insurance" or self-insurance that is available to PVWC, and (vi) be written by a carrier licensed to do business in New Jersey and reasonably satisfactory to PVWC.

10. Indemnification.

Licensee, on its own behalf and on behalf of its officers, agents, employees and affiliated agencies, hereby acknowledges, recognizes and agrees that PVWC shall not be responsible for the loss or damage to property, or injury to or death of persons, occurring in connection with, or arising out of, the proposed activities to be conducted by Licensee, or Licensee's employees, agents, or contractors, in or about or in connection with the Licensed Premises, within the Borough Water System, by reason of any existing condition, defect, matter, or thing regarding the Licensed Premises, or by reason of the acts, omission or negligence of any persons or entities including any equipment, fixture, apparatus or facilities in connection with or related to said activities, or activities of PVWC, its agents, employers, and/or any other licensees, other than acts adjudged to constitute willful misconduct, or sole negligence.

Licensee agrees to defend, indemnify and hold PVWC harmless from any and all claims and liability for losses of, or damage to, property or injuries to, or death of, any persons or entities arising out of Licensee's activities and use of the Licensed Premises, or arising out of any of Licensee's employees' agents, or contractors activities and use of the Property, and Licensee further acknowledges that its obligations hereunder include, but are not limited to, the obligation to defend PVWC, in which case PVWC reserves the right to select its own counsel for which reasonable expenses and fees Licensee shall be held liable along with any other costs, fees, or expenses which arise out of the activities and circumstances contemplated by, or arising out of, or caused by, this Agreement or any actions, omissions or activities therefrom.

License further agrees to defend, indemnify, and hold harmless PVWC against any claims from any existing licensees who maintain or operate telecommunications equipment on the Water Tower for alleged damages to any telecommunications equipment on the Water Tower or Property, itself, as well as any claims or suits by third parties for any alleged disruption of any service to such licensees, or service rendered by such licensees, arising out of (i) the entry onto the Property by Licensee, or by its employees, agents, and contractors, or (II) the breach of Licensee of its duties under this Agreement.

11. Release and Waiver of Subrogation Rights.

To the extent allowable under the applicable law governing the writing of insurance within the jurisdiction of New Jersey in which the Borough Water Systems is located, PVWC and Licensee each release the other and their respective agents and employees, from all liability to each other, or anyone claiming through or under them, by way of subrogation, or otherwise in

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the Licensed Premises not attributable to Licensee or Licensee's employees, agents or contractors. Licensee shall have the option upon discovery of such hazardous substances and cessation of work, as described above, of: (i) Rerouting its planned access route to avoid such hazardous substance areas; or (ii) Rescheduling its installation work to a period after PVWC has completed corrective action in regard to such hazardous substances; provided, however, that Licensee may terminate this Agreement upon written notice to PVWC if such corrective action has not been commenced and diligently pursued within thirty (3) days after PVWC's receipt of notice of Licensee's discovery of the hazardous substances.

(c) <u>Release</u>. Licensee is hereby released, held harmless and indemnified from any responsibility for managing, monitoring, or abating, and shall not be deemed to have ownership of hazardous substances, including asbestos, pre-exiting within the License Premises or the Property, or thereafter brought onto the Licensed Premises or the Property, by any other licensee, PVWC, or by any other person or entity not affiliated with Licensee.

15. Testing.

Licensee acknowledges that it has had ample opportunity to conduct "line of sight" testing, or other measurement of testing of the suitability of Licensed Premises for Licensee's purposes, and that Licensee is accepting the Licensed Premises "As Is", and with all faults, with respect to its suitability for Licensee's intended use of the Licensed Premises, and subject to all applicable government approvals.

16. Events of Default.

Each of the following events shall be deemed to be an event of default by Licensee under this Agreement:

- (a) If Licensee shall default in the payment of any monthly License Fees or other sum or money due PVWC under this Agreement and that default shall continue for a period of ten (10) days after receipt of written notification by PVWC to Licensee of the default;
- (b) Except where a different cure period may be specifically provided for in this Agreement, if Licensee shall default in the observance or performance of any of Licensee's non-monetary obligations under this Agreement, and that default shall continue for more than thirty (30) days after written notification of the default by PVWC to Licensee (Unless the default cannot reasonably be cured within such thirty (30) day period, in which case the cure period shall be extended for the minimum period of time required to effect the cure, subject to the condition that Licensee shall promptly commence and prosecute the cure to completion with all reasonable diligence).
- (c) If there shall be material interference with the telecommunications or computer equipment of either PVWC, any PVWC licensee, or any other occupant of the Borough Water Supply System that is located thereon at the time Licensee installs its Antenna Equipment, by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of Licensee's Equipment, which interference is not cured, or if Licensee has

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interruption, loss of quality of service, or any other form of consequential damages. Licensee's sole recourse in the event of Termination hereunder, shall be limited to release from payment of further monthly installments, accruing after notice of termination hereunder, and in no event shall Licensee be entitled to any rebate, refund, or abatement of monthly installment accruing prior thereto. Licensee's rights to Termination hereunder shall be subject to Licensee's compliance with subsection (c) on Termination Date.

- (c) On Termination Date. On the Termination Date, Licensee shall, at Licensee's sole cost and expense, without liens, remove Licensee's Antenna Facilities, connecting equipment and all of Licensee's other personal property from the Property and the Premise. Any property not so removed within thirty (30) days after the Termination Date may at PVWC's sole option: (i) be deemed abandoned and disposed of by PVWC, at Licensee's expense; (ii) be removed and stored by PVWC at Licensee's expense, or (iii) become the property of PVWC without compensation to Licensee. Further, Licensee agrees, at its sole cost and expense, to repair and/or refinish all damage to PVWC property caused by the operation or removal of Licensee's Antenna Facilities and connecting equipment and any other property of Licensee. If Licensee fails to repair and/or refinish any such damage, PVWC may, in its sole discretion, repair and/or refinish such damage and Licensee shall reimburse PVWC for all costs and expenses incurred in such repair and/or refinishing.
 - (d) Survival. The provisions of this section shall survive the termination of this Agreement.

18. Cancellation Rights.

The Parties acknowledge that the potential for emergency public water supply operational needs warrants reservation of a right of cancellation in PVWC's case, and with Licensee's use of the Antenna Facilities being subject to the needs of a competitive market for continuous antenna services, Licensee is fairly entitled to a reciprocal right of cancellation in the event that such public water supply emergency (as defined herein) should materially disrupt service using the Antenna facilities.

A public water supply emergency shall constitute an event posing a grave threat to the safety and integrity of operation of the Borough Water Supply System and to delivery of potable water supplies that reasonably requires the removal of Licensee's Antenna Equipment ("Public Water Supply Emergency"). The existence of a Public Water Supply Emergency shall be certified by PVWC's Director of Engineering or by Director of Engineering's Designee, in the reasonable discretion of the Chief Engineer, subject to ratification of the PVWC Board of Commissioners at the earliest practicable date, by formal resolution.

In the event of a Public Water Supply Emergency hereunder, PVWC may suspend or cancel this Agreement on earliest practicable notice to Licensee, which may include telephone notice or notice by electronic communication medium.

In the event of exercise right of cancellation hereunder by Licensee, Licensee's sole obligation to PVWC shall be to pay PVWC all monthly fees accrued prior to cancellation. Licensor shall provide Licensee a commercially reasonable time in which to remove its Antenna

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subject to such conditions as the holder of a superior interest may deem appropriate in its discretion which are not inconsistent with the terms and conditions of this Agreement. Provided, however, as a condition precedent to Licensee being required to subordinate its interest in this Agreement to any future mortgage, PVWC shall obtain an executed non-disturbance agreement for Licensee's from such mortgagee in the form reasonably satisfactory to Licensee and that shall recognize Licensee's rights under this Agreement.

22. Casualty Damage; Either Party's Termination Option.

- (a) In the event of any fire, casualty, physical calamity, or physical damage to the Licensed Premises, occurring through no fault of Licensee, that makes it impractical for Licensee to carry out the purposes of its installation, maintenance, and operation of Licensee's Antenna facilities, PVWC, at its sole option and expense may attempt to remedy such problem within ninety (90) days, or any such other agreed period deemed reasonable under the circumstances, after written notice thereof. If PVWC either: (a) elects not to attempt to cure or remedy such problem within forty-five (45) days after such casualty, or (b) fails to provide an adequate remedy within the one-hundred and fifty (150) day period, or any such period deemed reasonable under the circumstances, then either PVWC or Licensee may terminate this Agreement upon sixty (60) days prior written notice to the other. Licensee shall have no obligation to pay License Fees during the sixty (60) days notice period of Licensee's intent to terminate this Agreement if the Licensed Premises is rendered unfit for Licensee's use due to fire, casualty, physical calamity or physical damage to the Licensed Premises occurring through no fault or contributory negligence of Licensee, and PVWC has elected not to cure such physical calamity or damage.
- (b) In no event shall PVWC be responsible for: replacement, cost of repair, or other expense of restoration of the Antenna Facilities and Antenna Equipment.
- (c) Licensee shall be solely responsible for the security and safety of its Antenna Facilities and Antenna Equipment and Licensee acknowledges that PVWC is not undertaking to provide monitoring, security guard services, electronic surveillance or other protection of the Licensed Premises which Licensee would be entitled to rely upon. Representatives of Licensee may have access to the Licensed Premises for security purposes on reasonable advance notice to the PVWC Department of Maintenance, as provided in Section 8. Access hereof.

23. Equipment to Remain Personal Property.

Except as otherwise provided in this Agreement, the Licensee's Antenna Facilities and Antennae Equipment, and any other Licensee's equipment, shall remain personal property of the Licensee notwithstanding the fact that it may be affixed or attached to the Licensed Premises, and shall, during the License Term and upon termination of this Agreement, belong to and be removable by Licensee. PVWC wives and disclaims any property interest in any of Licensee's Equipment, except as provided for in Section 18.c. in the event of Licensee's failure to timely remove Antenna Facilities upon Termination.

24. Severability.

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30. Headings.

The descriptive heading of the several sections of this Agreement are inserted for convenience and ease of reference only and do not constitute part of this Agreement.

31. Interpretation.

This Agreement has been negotiated by the Parties with fair opportunity to obtain the advice of legal counsel and technical advisors, and in the event of any ambiguity of terms, or conflict of terms, or other need for reference to sources extrinsic to the text hereof this Agreement shall not be interpreted against either party as "draftsman".

32. Broker.

Licensee represents to PVWC that Licensee dealt with no broker or finder in connection with this License and no broker or finder has introduced Licensee to PVWC or the Licensed Premises. Licensee shall indemnify and hold PVWC harmless from and against any claims for any brokerage commission or other compensation which are made by any broker or finder alleging to have dealt with Licensee in connection with this License, and all costs, expenses, liabilities and damages in connection therewith, including reasonable attorneys' fees.

33. Signing Authority.

Each Party represents to the other that the person executing this Agreement on behalf of such party has the authority to do so.

34. Taxes.

Licensee shall pay all (i) personal property taxes levied or assessed on Licensee's Equipment and/or the Antenna Facilities; (ii) local, municipal, state and/or federal taxes levied or assessed on Licensee's Equipment and/or the Antenna Facilities; and (iii) any special assessments levied or assessed against Licensee's Equipment, the Antenna Facilities or its use thereof.

[Remainder of this page intentionally left blank.]

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EXHIBIT B

Description of Licensed Premises

(see attached)

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GENERAL NOTES

1. THE CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE ALL ITEMS DEFINED IN THE CONTRACT DOCLAMENTS, THE CONTRACT DOCUMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING THE CONTRACT, SPECIFICATIONS AND CONSTRUCTION DRAININGS.

ALL EQUIPMENT SUPPLIED BY THE OWNER SHALL BE PICKED UP BY THE CONTRACTOR AT THE APPROPRIATE

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL WORK
THE CONTRACTOR SHALL PROVIDE ON-SITE SUPERVISION AT ALL TIMES WHILE THE WORK IS BEING PERFORMED. THE CONTRACTOR SHALL PROVIDE OWNERS SUPERVISION AT ALL TIMES WHILE THE WORK IS BEING PERFORMED.

AND SHALL DIRECT ALL WORK, USING HIS BEST SHILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL

CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES FOR COORDINATING ALL

PORTIONES OF THE WORK UNDER THE CONTRACT.

THE CONTRACTOR SHALL WISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING JOB SITE

CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL SERVICE AND OVERALL COORDINATION THE CONTRACTOR SHALL VERIEY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUMMITTHIN HIS BID. ANY DISCREPANICIES, CONFLICTS OR CRISSIONS, ETC., SHALL ARE REPORTED TO DIMENSE CONSTITUCTION SUPERINGOR BEFORE PROCEEDING WITH THE WORK

THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, LANDSCAPING OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE TENANT, BUILDING COWIER OR CONNERS ENTATIVE AT THE EXPENSE OF THE CONTRACTOR

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN COMMINICION WITH THE EXECUTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE YOR IS COMPLETED

THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE CITY

THE CONTRACTOR AND ALL SUBDROMATE CONTRACTORS SHALL COMPLY WITH ALL LOCAL AND STATE REGULATIONS.

11 THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND DISPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUED THOSE IN THE COST OF THE WORK TO DRINN XX. 12. FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWNING SCALE, AND DETAIL DRAWNISS HAVE PRECEDENCE OVER SHALL DRAWNOS CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTE, DO NOT FABRICATE ANY MATERIALS OFF SITE, NOR DO ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING CAMENSIONS IAVE BEEN VEHIFLED AGAINST ACTUAL FIELD DIMENSIONS.

THE CONTRACTOR SHALL NOTIFY THE DRW MX CONSTRUCTION SUPERVISOR OF ANY CONFUCTS OR DISCREPANCIES IN THE CONTRACT DOCUMENTS OR FIELD CONDITIONS PRIOR TO EXECUTING THE WORK IN

THE CONTRACTOR SHALL NOTIFY THE DRIVING CONSTRUCTION SUPERVISOR IF CETAILS ARE CONSIDERED UNSOUND, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE FRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO THE DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITI

RESULT OF THE DESIGN, MINOR MODIFIED FOR THE BEAUTY OF THE CONTRACTOR BEFORE MICLUPED AS PART OF THE WORK.

EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR SHALL NOTIFY THE DRW.

CONSTRUCTION, IF THEY DEFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE DRW.

MIC CONSTRUCTION SUPERVISOR SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.

MIC CONSTRUCTION SUPERVISOR SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.

MIC CONSTRUCTION SUPERVISOR SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING THE MODIFICATION STANDARD. IF

ALL SYMBOLS AND ABBREWATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STAND THE CONTRACTOR HAS DUESTIONS REGARDING THE BRANCH THE BRANCH THE MOTHAL CONSTRUCTION SUPERVISOR SHALL BE NOTHED FOR CLARIFICATION BEFOR

THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING. BACKING FRAMING HANGERS OR OTHER SUPPORT FOR ALL OTHER ITEMS REQUIRING THE SAME

13 APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN, ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION AT ALL TIMES THESE ARE TO BE UNDER THE CARE OF THE 208 19. DESIGN DRAWINGS ARE DIAGRAMMATIC ONLY AND SHALL BE FOLLOWED AS CLOSELY AS ACTUAL CONSTRUCTION

CONDITIONS WILL PERMIT. ANY ERROR, OMISSION, OR DESIGN DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE DRWINX CONSTRUCTION SUPERVISOR FOR CLARIFICATION OR CORRECTION BEFORE

CONSTRUCTION.
20 AS-BUILTS REQUIREMENTS: DO NOT USE RECORD DOCUMENTS FOR CONSTRUCTION PURPOSES, PROTECT ASSOCIA'S REQUIREMENTS, TO THOU HOSE RELOVAL DOCUMENTS FOR CONSTRUCTION PURPOSES, PROTECT RECORD DOCUMENTS FROM DETERIORATION AND LOSS MA SECURE FIRE-RESISTANT LOCATION, PROVIDE ACCESS TO RECORD DOCUMENTS FOR THE DRIVING CONSTRUCTION SUPERVISOR'S REFERENCE DURING NORMAL WORKING HOURS, MAINTAIN A CLEAN, UNDANAGED SET OF SILVE OR PLACE VILLE PRINTS OF CONTRACT DRAWNIGS AND SHOP DRAWNIGS, MARK THE SET TO SHOW THE ACTUAL DISTALLATION WHERE THE INSTALLATION VANDES SUBSTAINTIALY FROM THE WORK AS ORIGINALLY SHOWN MARK HOUR WHICH DRAWNINGS IN MOST EXPANDED OF SHOWING CONDITIONS FILLY AND ACCURATELY. WHERE SHOP DRAWNINGS ARE USED, RECORD A CROSS-REFERENCE AT THE CORRESPONDING LOCATION OF THE CONTRACT DRAWNINGS, GIVE PARTICULAR ATTENTION TO CONCEALED ELEMENTS THAT WOULD BE DIFFICULT TO MERSURE AND RECORD AT A LATER DATE, MARK RECORD SETS WITH RED ERASABLE PENCIL USE OTHER COLORS TO DISTINGUISH BETWEEN VARIATIONS IN SEPARATE CATEGORIES OF AND PROSPAGE PARK LOSS OF THE COLUMNS TO LIST PROVISIONS BY TWENT WARRATIONS IN SEPARATE CATEGORIES. IT THE WORK, WARK NEW INFORMATION THAT IS IMPORTANT TO THE OWNER BUT WAS NOT SHOWN ON THE CONTRACT DRAWNES, DETALS OR SHOP DRAWNES, NOTE RELATED CHANGE ORDER NUMBERS WHERE APPLICABLE, NOTE RELATED RECORD DRAWNES IN FORMATION AND PRODUCT DATA, UPON COMPLETION OF THE WORK SUBMIT ONE [1] COMPLETE SET OF RECORD DOCUMENTS TO THE DRIVING CONSTRUCTION SUPE FOR THE OWNER'S PECONOS

PART L GENERAL
11 SCOPE: CLEARING, GRUBBING, STRIPPING, EROSION CONTROL SURVEY, LAYOUT, SUB GRADE FREPARATION, FINISH GRADING AND SECURITY FENCE, AS REQUIRED BY LONSTRUCTION DRAWINGS AND DETAIL DRAWINGS.

12 REFERENCES

A. DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR THE STATE IN WHICH THE PROJECT IS LOCATED.

B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS) . OSHA (OCCUPATIONAL SAFETY AND HEALT

ADMINISTRATION)
D. AASHTO (AMERICAN ASSOCIATION OF STATE AND

13 INSPECTION AND TESTING

A FIELD TESTING OF EARTHWORK AGGREGATE BASE COURSE COMPACTION AND CONCRETE TESTING SHALL BE PERFORMED BY THE CONTRACTOR'S INDEPENDENT TESTING

B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE DRWINX CONSTRUCTION SUPERVISOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED ANDIOR CALLED FOR ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REDUEST TIME! Y NSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORD THAT WOULD MAKE PARTS OF THE WORK INACCESSIBLE OR

1.4 SITE MAINTENANCE AND PROTECTION

A PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF THE WORK UNTIL COMPLETION OF THE

B CONTACT THE ONE CALL DITHITY I OCATION SERVICE PRIOR TO ANY EXCAVATING ACTIVITIES TO HAVE LOCATIONS OF UNCERGROUND UTILITIES VERIFIED. C. AVOID DAMAGE TO THE SITE INCLUDING EXISTING

FACILITIES, STRUCTURES, TREES AND SHRUAS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FAOM BEING DAMAGED BY THE WORK. D. KEEP SITE FREE OF ALL PONDING WATER.

E. PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR THE STATE IN WHICH THE PROJECT IS LOCATED.

PROVIDE AND MAINTAIN ALL TEMPORARY FENCING BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT LIFE AND PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION, REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK

PART IN PRODUCTS

2.1 SILTABLE BACK FRL: EXCAMATED BRORGARIC MATERIAL, COMESIVE AND NON-COMESIVE MATERIALS, NICLIDING GRAVEL, SAND, PROGRANG LEAN CLAY, GRAVEL
SILT, ORACEL CLAY, SAND CLAY, SAND SILT OR SILT CLAY MATERIAL FREE FROM FROZEN LUMPS, REPUSE, STOMES OR ROCKS LARGER THAN-S-INCHES IN ANY
DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INFORGANIC MATERIAL UNSUITABLE FOR BACKFILL OR FILL MATERIAL AS DETERMINED BY THE DRIVING

OMENSION OR OTHER MATERIAL THAT MAY MAKE THE INFORGANIC MATERIAL UNSUITABLE FOR BACKFILL OR FILL MATERIAL AS DETERMINED BY THE DRIVING

OMENSION OR OTHER MATERIAL THAT MAY MAKE THE INFORMATION OF THE MATERIAL AS DETERMINED BY THE DRIVING

OMENSION OR OTHER MATERIAL THAT MAY MAKE THE WORKS OF THE MATERIAL OF THE PROPERTY OF THE PRO

2.2 POROUS AND HON POROUS EMBANKMENT AND BACK FILL NEW JERSEY PER NJDOT, SECTION 207, 716

2.3 SELECT STRUCTURAL FILL GRANULAR FILL MATERIAL FOR USE AROUND AND UNDER STRUCTURES VIMERE STRUCTURAL FILL MATERIALS ARE REQUIRED. A. NEW JERSEY PER ASTM 2940-32

2.4 GRANULAR BEDDING AND TRENCH BACK FILL: WELL-GRADED SAND ISW OR SIN-SMI AND THE FOLLOWING: A NEW JERSEY: PER NUDOT SECTION 804

2.5 CRUSHED STONE SURFACE COURSE FOR ACCESS ROAD

A. NEW JERSEY: PER NUDOT, MODIFIED CLASS I AGGREGATE PER SECTION 704 OR CRUSHED LIMESTONE PER ASTM 2943.92

2.6 CRUSHED STONE SUBBASE FOR ACCESS BOAD A. NEW JERSEY AASHTO #57 CRUSHED LIMESTONE

27 CRUSHED STONE GRANULAR BASE FOR COMPOUND.
A. NEW JERSEY: AASHTO #57 CRUSHED LIMESTONE

28 UNSUITABLE MATERALS. TOP SOIL HIGH AND MODERATELY PLASTIC SILTS AND CLAY, MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DEMOLISHED BITUMINOUS MATERIAL. VEGETATIVE MATTER, WOOD, STONES IN SECESS OF J-MOHES IN ANY DIMENSION AND DEBRIS AS DETERMINED BY THE CONSTRUCTION SUPERINGOR AND DEWN IN GEOTECHNICAL ENGINEER, TYPICALLY, THESE WILL BE SOILS CEITED AS PT, MR, CH, OH, ML OR CL.

2.9 GEOTEXTILE FABRIC, MIRAFI SODX OR APPROVED EQUIVALENT

2.10 PLASTIC MARKING TAPE. SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FLM. SPECIFICALLY MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UTLITES, E-NOLES WIDE WITH A MEMBLAN TRIBUNESS OF DREADING. TAPE SHALL HAVE BURBANNA STRENGTH OF 1500 PSI IN BOTTH DIRECTIONS AND MANUFACTURED WITH INTEGRAL WIRES, FOIL BACKING OR OTHER MEMS TO EMBRILE DEFECTION BY A METAL DETECTION WHEN BURBED UP TO 3 FEET DEEP. THE METALLIC CORE OF THE TAPE SHALL BE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEMS TO PROTECT IT FROM CORROSION TAPE COLOR SHALL BE RED FOR ELECTRIC UTILITIES AND ORANGE FOR TELECOMMUNICATION LITARITIES

2.11 SECURITY FENCE

VIDE AND INSTALL THE GALVANIZED FENCE WITH ASSOCIATED POSTS, RAILS, BRACES, FABRIC, TERMINAL POST, GATES, DROP BAR AND BARBED WIRE

USE APPLICABLE PROVISIONS OF ASTALFOR MATERIALS.
FABRIC SHALL BE HEAVY CALVANGED CHAMILIAN FERCE, CONFORMING TO ASTALADE2, 2-INCH MESH 3 GAUGE WIRE ID 148 INCHES IN DIAMETER) WITH THE TOP AND BOTTOM SELVAGES TIMESTED AND BARBOLD AND DEATHOR.

LINE POST FOR FABRIC UP TO 8 FEET HIGH SHALL BE 2 3/8 INCH O.D.

1. LIME POST FOR FABRIC UP TO B SEET HIGH ISHALL BE 239 INCH OD.

2. BIOL CORNER, PULL POST AND DATE POST SHALL BE 279 INCH OD. ALL POSTS SHALL BE SCHEDULE 40 CALVANIZED STEEL PIPE BI ACCORDANCE WITH ASTA A120, ASTO AND ASS. FOR FEMCE OVER 8 FEET HIGH, SIZE POST ACCORDING TO MANUFACTURESTS RECOMMENDATIONS.

TOP RAILS SHALL CONFORM TO 1 14 HIGH ILL RIGHT ON 15 ALL POST ACCORDING TO MANUFACTURESTS RECOMMENDATIONS.

TENSION MINE SHALL BET CAUGE US. STEEL WIRE GALVANIZED IN ACCORDANCE WITH ASTM A112, CONTING CLASS BI.

BRACE BANDS, PENSION BEARDS AND TENSION BARS SHALL BE FARBICATED OF 18 MICH BY 71 MICH GALVANIZED STEEL WITH CALVANIZED STEEL CARRIAGE
BOATS AND NUTS IN ACCORDANCE WITH ASTM A122, TENSION BARS SHALL BE 18 MICH BY 24 MICH GALVANIZED STEEL BAR IN ACCORDANCE WITH ASTM A153.

PABRIC TESS SHALL BE CLASS I CALVANIZED STEEL WIRE DO LESS THAN 9 GALVANIZED PER ASTM A155.

POST TOPS SHALL BE PRESSED STEEL OR MALLEASE, FROM AND SHALL BE CALVANIZED PER ASTM A155.

BARBED WIRE SHALL CONSIST OF DOUBLE STRANDED 127 CAUGE WITH ASTM A121, CLASS JUNTH 4-POINT BARBS SPACED SHICHES APART. THE TOP 1

FOOT OF THE FENCE SHALL CONSIST OF STRANDED 127 CALDES WITH STRANDES 102 CALVANIZED STEEL WAS TO A STRANDED 127 CALVANIZED OF THE ABM

CATE MATERIALS, SUCH AS FABRIC, BOLTS, NUTS, TENSION BARS AND BARBED WIRE STRANDES. BOUNDES SOMMEN AS MATERIALS.

DRIV NX

Glaus, Pyle, DeHaven Inc.

NOT FOR CONSTRUCTION

US.NJ.LODI.WT 426 HARRISON AVE. LODI, NJ 07644 BERGEN COUNTY

ROJECT LOCATION;

SCHEDULE DE REMEMBER 20T | G; | 05/25/2023 A 30% REVIEW 201 MANN AUTHORS OR AND STATEOGRAM AUTHORS OF A STATEOG SCALE AS SHOWN | DESIGNED BY: 207 | 707 GPD#:2022796.00,US.NJ.LODI.WT.01

PROJECT NAME: US.NJ.LODI.WT ORAWING TITLE **GENERAL NOTES** DRAWING N. MINER N-1

520 Such Man Speet Alten On 6431 110 572 2002 Fax 200 577 7122

PROJECT SPECIFICATION 16000 (ELECTRICAL)

NOT ALL SECTIONS MAY APPLY TO THIS PROJECT, COORDINATE WITH CONSTRUCTION MANAGER.

PART 1 GENERAL
1.1 SCOPE: THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENT FOR INSTALLATION OF ALL ELECTRICAL SYSTEMS

- 12 REFERENCES. THE PUBLICATIONS LISTED BELOW FORM PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENIOUS BE EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION, UNLESS NOTED OTHERWISE, EXCEPT AS MODIFIED BY THE REQUIREMENTS 3 SPECIFICATION BEARER, ON THE SEPTIALS OF THE DRAWNINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PRODUSSIONS OF THISSE PUBLICATIONS.
 A AND IMMERICAN ANTIONIAL STANDANDS HOSTITUTED.
 B. INSSC (PATIONAL ELECTRICAL STANDANDS HOSTITUTED.
 C. INSC (PATIONAL ELECTRICAL STANDANDS HOSTITUTED.)
 D. WIFA 73 (PATIONAL ELECTRICAL CODE). LATEST EDITION
 D. WIFA 73 (PATIONAL FOR CODE). CONTROL STANDANDS HOSTITUTED.
 C. INSC (DATONAL SELECTRICAL CODE). LATEST EDITION
 D. WIFA 73 (PATIONAL FOR ACTIONAL CODE). THE ADMINISTRATION, INCLUDING ALL APPLICABLE AMENDMENTS
- F UL JUNDERWRITERS LABORATORIES

1.3 SYSTEM DESCRIPTION

A DESON REGUREMENTS. THE CONTRACTOR SHALL HISTALL UNDERGROUND ELECTRICAL AND TELEPHONE CONDUITS AND CABLS AS SPECIFIED HEREIN AND AS SUNCH ON THE DIAMANDICA. IN PERFORMANCE REQUIREMENTS. WHEN FINISHED, WORK SHALL BE IN A COMPLETE AND UNDAMAGED STATE. AS REQUIRED IN THE CONTRACT DOCUMENTS.

PART & PRODUCTS

uererme. A. Itēlis shali, be newand shali be distalled only if in first-class condition. B. Substitutions for material will be permitted only by written approval of the DRW HX construction supervisor.

2.3 MATERIALS THE CONTRACTOR SHALL PROVIDE ALL MATERIAL EXCEPT AS SPECIFIED IN THE CONTRACT DOCUMENTS. ALL MATERIAL SHALL BE APPROVED AND LISTED BY OR BEAR THE U.L. LABEL AND WILL COMPLY WITH ANSLIEEE AND HEMA STANDARDS WHERE APPLICABLE

- Onduts.

 1. All underground conduit shall be schedule 49 pvc, sized as shown on the construction drawings.

 2. All exterior addivergound conduit shall be per local code requirements, min, sch bo pvc.

 3. All niterior conduit shall be ent inth compression-type etitied.

 4. Nomo-tion's fletible wetalle conduit shall be used for outdoon 1 ocations where flexible connection is
- REGUIRED.

res Conductions for ceneral wiring shall be nec standard annealed copper wire with nec 600 yolt insulation.

- 1. #8 AND LARGER-STRANDED TYPE THINKTHY
 2. #10 AND SMALLER-SOLID TYPE THINKTHY
- 2. FIG AND SMALLER-SOLID THRE THINFTHOM.

 3. CORDICITORS BECOMING THE OR ADJACENT TO HIGH HEAT SCURES EMALL BE TYPE CHIMM.

 5. CORDICITORS BE CONDUCTED OR ADJACENT TO HIGH HEAT SCURES EMALL BE TYPE CHIMM.

 6. COMMENDERCE SOLITET, UNLESS NOTED OTHERWISE, SUMPLICE MOVEMENT OF THE HIGH COAT ONES SHALL BE FRANCE ADJACENCY TO THE COAT ONES SHALL BE FRANCE ADJACENCY TO THE COAT ONES SHALL BE FRANCE ADJACENCY TO THE COAT OF THE SELECTION AND CANKTER, SUMPLICE MOUNTED WOUTHER SHALL BE FLANCES OR ALLE AND TAPPED, ALL COATS SHALL BE SELECTIONS AND CANKTER, SUMPLICE MOUNTED OUTLIETS FOR SITEMICAL OCCATIONS SHALL BE GALVANIZED, PRESSED STEEL WITH COVER PLATE SHERRAPLASTY. STYLL MONTY COURS.
- ORANIA CARLE SUPPORTS SHALL DE MANUFACTURED TO MEET ALL COAX MINIMUM RENDING REQUIREMENTS WAVE GUIDES.
 AND DISBY FOR E MANY CHIPCES SUPPORTS SHALL DE PROVIDED JUP ON CENTERS.

A DEFORE LAYING DUT WORK EXERCISE PROPER PRECAUTION TO VERIFY EACH MEASUREMENT.

B USE EXTREME CAUTION DEFORE ENCAVATING IN EXISTING AREAS TO LOCATE EXISTING UNDERGROUND SERVICES.

alpection A. a visual check of electrical and telephone cables, conduits and other items small be hade by an orwant Construction supprison betone these items are framamently installed B. The contractor shall notify the Down no construction superanced should priod to trench back fill

NOTALIATION

- A TRENCHING BACK FRLING BEDDING AND COMPACTING SHALL COMPLY WITH SITE WORK SPECIFICATIONS

- A TREMEMIC BACK FILING, BEDDING AND COMPACTING SHALL COMPLY WITH JITE WORK SPECIFICATIONS.

 B. ROT TREMEMENE TO THE REQUIRED DETTH AS FROMING ON THE DIAMANGE WITHOUT POCKETS OR DIBY, REMOVE LARGE STONES FROM THE BOTTOM OF THE TREMCH AND FRALLY TAMP LOOSE FILL IN THE BOTTOM BEFORE CONDUIT IS LAID.

 C. MISTALL WINDERGROUND CONDUIT WITH A MEMBRIAGH JOICH OF 100-FOOT SLOPE OF TO A SLOPE SHOWN ON THE DRAWNICS.

 D. WHERS SHOWN OTHERWESS ON THE DRAWNINGS, TERMEME AND CAP ALL STUB-JIPS IT INCHES ABOVE FINISHED GRADE ELEWATION.

 THE SODE OF THE ROAD BED., MINISHAN DEPTH FOR CONDUITS AND LEST ELEMATORY CROMBER OF THE FLOW FOR THE PROPERTY OF THE PROPERTY O
- n. Coaxial Refer to Manufacturer Antenna and Coaxial Cable Insulation Procedure La Cable Cable Coaxial Cable Cab

END OF ELECTRICAL SPECIFICATIONS

PROJECT SPECIFICATION 16670 (GROUNDING)

NOT ALL SECTIONS MAY APPLY TO THIS PROJECT, COORDINATE WITH CONSTRUCTION MANAGER.

A. THIS SPECIFICATION PRESCRIBES THE REQUIREMENTS FOR FURNISHING, INSTALLATION AND TESTING OF THE Grounding Cable, connectors and associated components as indicated on the drawings, B. Applications of Electrical Grounding and Bonding Work Specified in this specification include the

- FENCE AND GATE POSTS
- ELECTRICAL POWER SYSTEMS
- A GROUNDING ELECTRODES
 4. GROUND BUS BAR
 5. SERVICE FOUPMENT
 6. ENCLOSURES
 7. MONOPOLELATTICE TOWER

- 1.2 REFRENCES, THE PUBLICATIONS USERS BELOW FORM PART OF THIS SPECIFICATION, EACH PUBLICATION SHALL BE THE LATEST REPUSION AND ODCREDAM IN EFFECT ON THE DATE THAT SPECIFICATION IS ISSUED ON CO-CUSTRICTION UNLESS NOTED OTHERWISE, EXCEPT AS INCOMED BY THE REQUIREMENT SPECIFIED REREIN, OR THE DEFINIS OF THE DRAWNINGS, NAME NEGLIGIBLE OF THIS TRANSPORT OF THE PROPERTY OF THE PROPE
 - these publications. A. Arsi (America) national standards institute; B. Neef (Institute of Electrical and Electronics Engineers)
- C. NEC INATIONAL ELECTRICAL CODE, LATEST EDITION
- D. NEMA (NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION) E. NESG (NATIONAL ELECTRICAL SAFETY CODE), LATEST EDITION OSHA (OCCUPATIONAL SAFETY AND HEALTH AD
- G. U.L. (UNCERWRITERS LABORATORIES)

PARTIE PRODUCTS

2.1 NATERIALS: EXCEPT AL OTHERMASE INDICATED, PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEMS
INDICATED, WITH ASSEMBLY OF NATERIAL, INCLUDING, BUT NOT LIBITED TO CROUNDING ELECTRODES, BONDING
JUMPER AND ADDITIONAL ACCESSIONES AREDED FOR A COMPLETE INSTALLATION. WHERE MORE THAN ONE TYPE
COMPONENT PRODUCT MEETS INDICATES REQUIREMENTS, SELECTION IS METALLATION. WHERE MATERIALS
OR COMPONENTS ARE NOT INDICATED, PROVIDE PRODUCTS WHICH COMPLY WITH NICE, U.L. AND IEEE
SECHIMISERIEST SERVICES RETAINS INSTALL THAT STATE SHEED.

1. THE EQUIPMENT SHALL BE GROUNDED AS FOLLOWS, AS SHOWN ON THE DRAWINGS AND IN COMPLIANCE

- I. THE EQUIPMENT SHALL BE GROUNDED AS POLLOWE, AS SHOWN ON THE DIMARNOS AND IN COMPULANCE WITH NEX ARTHEL 250 AND STATE AND LOCAL CODES.

 2. CROWING BODS AND COUNTITY SHOWN ON THE DRAWINGS ARE ELAGRAMMATIK. THE CONTRACTOR SHALL BY COMPUTED AND THE CONTRACTOR SHALL BEAT AND THE HISTALLATION HAVE A RESISTANCE OF SOME OF MORE CONTRACTOR SHALL BITALL MORE GROUND ROCK AS NECESSARY SO THAT THE OVERALL GROUND-TO-CARTIN RESISTANCE IS LESS THAT SCOPES.

 3. IN-STALL ELECTRICAL GROUNDING AND BONDONG SYSTEMS AS INDICATED, BY ACCORDANCE WITH AREADY AND THE CONTRACTOR SHOWN THE STATE OF THE STATE
- spounding and bonding systems. 5. Install ground conductors a minimum of 15 inches below finished grade which encircles the
- 5. INSTALL CACCIOND CONDUCTORS A MINIMUM OF 28 INCHES SELOW FINISHED GRADE WHICH ENCIRCLES THE TOWER AND EQUIPMENT AND ARE CONSECRED TO EACH OWNER WOUND FOR CONSUMBTREAMS HAVE ALLE AT TOWER AND EQUIPMENT AND ARE CONSECRED AS AN EXPLANABLE AT THE CONTROL AND EXPLANABLE AND EXP
- COMPOSITE WHEN CHANGE ACCEPT AND INCIDENT CONTROL THE STATE OF T TOMER STRUCTURAL STEEL OR BUILDING STRUCTURAL STEEL AS THE CASE MAY BE AT LEAST AT ONL LOCATION SO THAT THEY ARE AT THE SAME POTENTIAL. B. GROUND RODS
- 1. GROUND RODS SMALL BE 14" DIAMETER 16"0" LONG, COPPER CLAD DRIVEN ROOLS).
 2. GROUND RODGS 19MAL BE LOCATED AT THE PERMETER OF EQUIPMENT AS TO CREATE A GROUND RING AS SHOWN OF THE CRAWNIGS.

PROJECT LOCATION

- noved on the drawings. Cround rods shall be spaced at a whimly spacing of 5-4" and a maximum spacing of 10-0". Cround rods shall be buried below the frostline. At no time shall this depth be less than 10"
- BELOW FINISHED DRADE 5. GROUND RODS WHICH CANNOT BE DRIVEN STRAIGHT DOWN THE ENTIRE (16) FEET, SHALL BE DRIVEN AT AN
- ANGLE NOT GRATER THAN 45 DEGREES INFO 250-13 AND 250-44
- S GROUND ROD LOCATIONS SHALL BE NOTED ON THE AS-BUILT DRAWRIG COMPLETE WITH DIMENSIONS.
 7. PROVIDE GROUND TEST WELLS AS SHOWN ON THE CONSTRUCTION DRAWNINGS.

C. GROUND CONDUCTOR

1. ALL DIRECT BURED CROUND CONDUCTORS SHALL BE TIMBED SOLID (22 ANG CU)
WHE BURIED GROUND CONDUCTOR SHALL BE INSTALLED AT MINISHUM DEPTH OF SIT
BELOW GRADE.

BELOW GRADE.

2. ALL SUB GRADE GROUND CONNECTIONS SHALL BE MADE THROUGH THE USE OF EXCITERMIC WELD FROCEST. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE STORMS FOR THE STREET OF THE SHALL BE COMED TO THE STREET OF THE STREET O MANUFACTURED BY CADWELD AND SHALL BE DISTALLED AS FER THE M INSTRUCTIONS.

IS INCLEING.

J. GROUND CONDUCTORS SHALL BE ROUTED IN THE SHORTEST AND STRAIGHTEST
DISTANCES POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES. CONDUCTORS SHALL BE

estalle as follows

A all ground conductors shall follow a continuous downward pattern

To the Ground Conductors shall follow a continuous downward pattern

To the Ground Conductor (rever run Ground Conductor) if an upward

direction) 8. Conductors shall be distalled with a minibuum of 12 dich minibuum bending

C. WHEN THE MINROUN BENDING RADIUS CANNOT BE ACHIEVED, GROUND CAMES STAKE SE ADMINISTRATION AND SCANCE OF EACH EVEL OF EXCITAGE SHALL SE ADMINISTRATION AND DEGREES. THE INTENT IS TO STIMMINIST THE CABLE BEND RADIUS AND REPLACE THE RADIUS WITH AN EXCITABRANIC CONNECTION.

Preparation

A ALL Suffaces to voince ground convections well be brade small be free of part,
Galvanizag dreet corrosion etc.

B. All retails suffaces exposed on grounding shall be either cold calvanize, or
B. All retails suffaces exposed on grounding shall be either cold calvanize, or

PAINTED TO MATCH ORIGINAL SURFACE

EXAMINITATION

A. EXAMINE AREAS AND CONDITIONS VINDER VINION ELECTRICAL GROUNDING AND BONDING

COMMECTIONS ARE TO BE AMDE AND HOLSEY DRIVE IN COMESTICATION SUPERVISOR, IN

WRITING OF COMMITTIONS DETRINGMENTAL TO PROFISE COMPLETION OF WORK, DO NOT

PROCEED WITH WORK UNIT, UNIX DISTANCED TO CONTIDENS TAKE BEEN REMODED

3. THE CONTRACTION STAIL, BOTHER THE DRIVEN ACCONSTRUCTION SUPERVISOR 24 MOURS. PRIOR TO TRENCH BACK FILL ALL WORK DONE BELOW FINISHED GRADE SHALL BE INSPECTED BY THE ABRIAL CONSTRUCTION SUPERVISOR DURBIG THAT PERIOD OR THE CONTRACTOR SHALL PROCEED

2.3 GROUND TESTING

A. THE CONTRACTOR SHALL TEST THE GROUND ELECTRODE ROD RESISTANCE IN ACCORDANCE WITH THE METHODS OF MEASUREMENT SHOWS IN THE FALL OF POTENT IN.

- METMOD.

 3. TEST INSTRUMENTS SHALL OPERATE AT A FREQUENCY OTMER THAN 80 MERTZ AND SHALL
 CONTAN STRAY GURRENT AND DE FRITERS, TAMIT CURRENT PROTECTION AND HAVE
 SENSITINTY TO DEPRATE A LOW SIGNAL STRENGTH.
 G. PRIOR TO TESTING, THE CONTRACTOR SHALL DE-ENERGÜE ALL POWER SOUNCES.
- NECT THE ELECTRODE CONDUCTOR FROM THE GROUND ROD WEAR HIGH VOLTAGE disconnect the electhode conductor from the ground rod wear high voltag Rubber safety gloves and will not handle test instruments if at all possible. D. GROUND TESTS ARE TO BE PERFORMED BY QUALIFIED PERSONS FAMILIAR WITH THE CONSTRUCTION AND OPERATION OF THE EQUIPMENT AND THE HAZARDS INVOLVED. E. AN INDEPENDENT, APPROVED OUTSIDE FIRM SHALL PERFORM THE DRO OUTLINED. ALL TEST RESULTS SHALL BE FORWARDED TO THE CRUV'N CO

END OF GROUNDING SPECIFICATIONS

CLOSE OUT DOCUMENTATION CLOSEOUT BOOK CONTAINING THE FOLLOWING

- A AS BURT DESIGN DR
- B, SWEEP TEST RESULTS GROUND RESISTANTY TEXT
- D. PHOTO DOCUMENTATION OF
- A CROUND DAY ATTEMPT OF THE PROPERTY OF THE PR
- CERTIFICATE OF OCCUPANCY
- G. RETURN OF KEYS AND/OR ACCESS AUTHORIZATION
- H. ORIGINAL BUILDING PERMIT





Glaus, Pyle, DeHaven Inc.

NOT FOR S79 SOUR MAIN JEWN ADM, COPASITION JOSEPH PRO JUNE 7722102 CONSTRUCTION

US.NJ.LODI.WT 426 HARRISON AVE. LODI, NJ 07644 BERGEN COUNTY

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c	PER COMMENTS	ZDI	- GJ	25757023
В	95% REVIEW	1 (8)	2DT	01/31/2023
A	90% REVIEW	207	MA	01/27/2023
REV	DESCRIPTION OF CHANGE	DRAWN	AUTH	ISSUE DATE
SCA	E.AS SHOWN DESIGNED B	Y: ZOT		ZDT
	GPD#:2022796.00.	US NIII	ע וחם	VT na

PROJECT NAME: US.NJ.LODI.WT DRAWING TITLE **ELECTRICAL NOTES** DRAWING NUMBER N-3















