



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #20-46

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MAY 13, 2020

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: VANNOY offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:


1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law; other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: SANCHEZ Time: 10:12 am

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
VAN RENSA LIER, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



 President



 Secretary

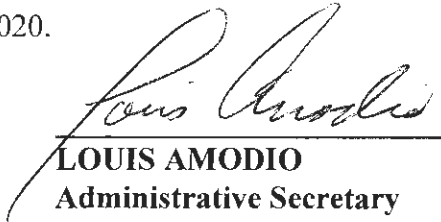


PASSAIC VALLEY WATER COMMISSION

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 of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of May 13, 2020.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
RESOLUTION 20-48
AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION**

DATE OF ADOPTION: MAY 13, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **SANCHEZ**

WHEREAS, the Financial Aid package received from the NJ Department of Environmental Protection ("NJ DEP"), which the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project"), contains a term limit of three (3) years, which is set to expire on June 25, 2020; and

WHEREAS, on February 19, 2020 (PVWC Resolution 20-25) the Commission resolved to authorize the PVWC to apply to the NJ DEP for an extension of that term limit through to June 30, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, in accordance therewith, on February 27, 2020, the PVWC made its request for an extension of the term limit to the NJ DEP, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the NJ DEP granted the request for an extension, returning to the PVWC a form of amendment for the PVWC to execute and return back to the NJ DEP for its signature, a copy of which is attached hereto as Exhibit C; and

WHEREAS, the form of amendment prepared by the State would extend the term of the PVWC's financial aid by two more years up to June 25, 2022 (see Exhibit C stating "... the Agreement shall remain in effect for five (5) years from the Effective Date."), which is only 5 days earlier than the June 30, 2022 term deadline sought by the PVWC; and

WHEREAS, the form of amendment meets with the approval of PVWC's Executive Director, Business Administrator and Chief Engineer,

Chief Financial Officer, and General Counsel (as to form and legality) recommending that the Commissioners approve the execution of the amendment (See Exhibit C) as follows;

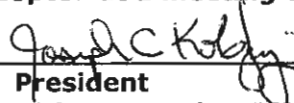
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, to execute the First Amendment to Subrecipient Agreement between the New Jersey Department of Environmental Protection and the Passaic Valley Water Commission in the form attached hereto as Exhibit C; and
2. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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FRIEND, G.	<u> X </u>	___	___	___
VANNOY, R.	<u> X </u>	___	___	___
LEVINE, J.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___
VAN RENSALIER, R.	<u> X </u>	___	___	___
KOLODZIEJ, J.	<u> X </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
JOSEPH KOLODZIEJ

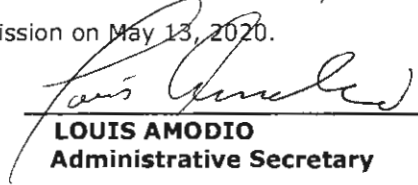


Secretary
GERALD FRIEND

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CERTIFICATION

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LOUIS AMODIO
Administrative Secretary

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION**

**PVWC Resolution 20-25
Dated February 19, 2020**

EXHIBIT A

**RESOLUTION 20-25
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM**

DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

WHEREAS, the Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. A copy of the Memorandum of Special Counsel dated February 14, 2020 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Project is not expected to be completed until sometime in the year 2021, therefore, the PVWC needs to apply to the NJ DEP for an extension of the Subrecipient Agreement; and

WHEREAS, the DEP recommended that the PVWC apply for an extension of the Agreement sooner rather than later so as not to disrupt the PVWC's efforts to fund the Project. See Exhibit A at p. 1; and

WHEREAS, the maximum extension that the PVWC can apply for appears to be June 30, 2022, which should be sufficient to complete the Project. See Exhibit A at p. 2; and

WHEREAS, the Officials of the PVWC request permission from the Commissioners to extend the term of the Subrecipient Agreement to its maximum possible date of June 30, 2022;

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

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on


behalf of PVWC, to apply to the NJ DEP for an extension of the Subrecipient Agreement through to June 30, 2022, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

2. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

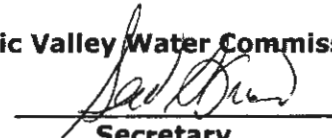
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VAN RENSALIER, R.	___	___	___	___
COTTON, E.	___	___	___	___
KOLODZIEJ, J.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



 President
JOSEPH KOLODZIEJ

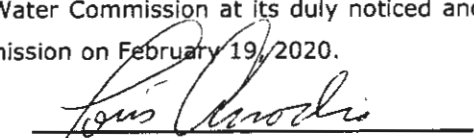


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GERALD FRIEND

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LOUIS AMODIO
 Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM

SPECIAL COUNSEL'S
MEMORANDUM DATED FEBRUARY 14, 2020

EXHIBIT A

MEMORANDUM

To: George T. Hanley, Esq., General Counsel, Passaic Valley Water Commission
Joseph A. Bella, Executive Director, Passaic Valley Water Commission
James Duprey, PE, Business Administrator, Passaic Valley Water Commission

From: Guido S. Weber, Esq., Special Counsel

Date: February 14, 2020

Re: The Subrecipient Agreement between the NJDEP and the PVWC Implementing the Community Development Block Grant-Disaster Recovery Program ("CDBG-DR") for Risk Reduction and Resiliency Measures Drinking Water Infrastructure, Effective June 25, 2017 ("Subrecipient Agreement")

Expiration, June 25, 2020. Extension Required

The Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. *See* Subrecipient Agreement, Part VII.A.2 at 14 ("this Agreement shall remain in effect for three (3) years from the Effective Date."). The "Effective Date" was June 25, 2017, therefore the Subrecipient Agreement is set to expire in about four months. Because the Project is not expected to be completed until sometime in the year 2021, the PVWC needs to apply to the NJ DEP for an extension.

Paul T. Hauch, P.E., Section Chief of the NJ DEP, recommended that the PVWC apply for an extension of the Subrecipient Agreement in accordance with Part XII.U, which states as follows:

U. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be (i) hand-delivered; (ii) mailed, postage prepaid by first-class mail or registered or certified mail, return receipt requested; (iii) delivered by private commercial carrier, such as Federal Express or United Parcel Service; or (iv) sent by email. All such communications shall be transmitted to the address set forth below, or such other address as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the DEP: Eugene Chebra, P.E. Assistant Director
Division of Water Quality, Municipal
Finance & Construction Element
New Jersey Department of
Environmental Protection 401 East State
Street
P.O. Box 420
Trenton, New Jersey 08625-0420
Email: Eugene.chebra@dep.nj.gov
Phone: 609-292-8961

To SUBRECIPIENT: Joseph A. Bella, Executive Director
Passaic Valley Water Commission
1525 Main Avenue

Clifton, New Jersey 07011
Phone: 973-340-4307
Email: jabella@pvwc.com

Subrecipient Agreement, Part XII.U at 22-23. Although Mr. Hauch did not comment on the PVWC's chances of obtaining the extension, I took his recommendation as a positive sign that the PVWC has, at a minimum, good cause for making the request.

Therefore, I recommend that the PVWC apply to the NJ DEP for an extension of the Subrecipient Agreement so as not to disrupt the PVWC's ability to fund and complete the Standby Emergency Generators Project.

It would appear that the maximum extension that the PVWC can request at this time is until June 30, 2022. Mr. Hauch advised us that the U.S. Department of Housing and Urban Development has given the DEP a deadline of June 30, 2022 to expend all of its available CDGB-DR funds. It is not clear whether this deadline is firm and cannot be extended, as we did not discuss that possibility. In any event, it would appear that an extension to June 30, 2022, should be sufficient to complete the Project, and we do not anticipate needing any further extensions.

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION**

**Letter dated February 27, 2020 from the PVWC (Duprey) to NJ
DEP (Chebra) Requesting an Extension of the Expiration Date
until June 30, 2022**

EXHIBIT B



PASSAIC VALLEY WATER COMMISSION

1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011 • (973) 340-4300
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Joseph Kolodziej, President, Clifton
Jeffrey Levine, Vice President, Paterson
Ronald Van Renssaler, Treasurer, Passaic
Gerald Friend, Secretary, Clifton
Rigo Sanchez, Commissioner, Passaic
Robert Vannoy, Commissioner, Paterson
Edward Cotton, Commissioner, Paterson

February 27, 2020

Via E-Mail (Eugene.chebra@dep.nj.gov) & Reg. Mail
Eugene Chebra, P.E.
Assistant Director
Division of Water Quality, Municipal Finance & Construction Element
New Jersey Department of Environmental Protection
401 East State Street
P.O. Box 420
Trenton, New Jersey 08625-0420

Re: Contract No.: 15-P-25 - Water Storage Improvements, Phase I, Standby Emergency Generators ("Project")

The Subrecipient Agreement between the NJDEP and the PVWC Implementing the Community Development Block Grant-Disaster Recovery Program ("CDBG-DR") for Risk Reduction and Resiliency Measures Drinking Water Infrastructure ("Subrecipient Agreement")

Effective Date: June 25, 2017
Current Expiration Date: June 25, 2020

Request for an Extension of the Expiration Date until June 30, 2022

Dear Mr. Chebra:

Please accept this request on behalf of the Passaic Valley Water Commission ("PVWC") to extend the term of the Subrecipient Agreement between the NJDEP and the PVWC from June 25, 2020 to June 30, 2022 ("Request") to enable the PVWC to complete the above-referenced Project. This Request has been authorized by a Resolution of the Commissioners of the PVWC at their most recent general meeting of February 19, 2020, a copy of which is attached for your reference.

The PVWC relies upon financial aid from the State under the CDBG-DR Program to pay for the construction of the Project. The terms of the PVWC's financial aid are governed by the Subrecipient Agreement and loan documents incorporated therein by reference. The Project is taking longer than expected to complete and the PVWC expects that it will not be completed until sometime in the later half of 2021. The PVWC needs the Subrecipient Agreement to remain in effect through the completion of the Project. Unfortunately, the Subrecipient Agreement is set to expire before then on June 25, 2020. See Subrecipient Agreement, Part VII.A.2 at 14 ("this Agreement shall remain in effect for three (3) years from the Effective

Administrative Secretary
Louis Amodio

Executive Director
Joseph A. Bella

General Counsel
George T. Hanley

**RESOLUTION 20-25
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM**

DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

WHEREAS, the Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. A copy of the Memorandum of Special Counsel dated February 14, 2020 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Project is not expected to be completed until sometime in the year 2021, therefore, the PVWC needs to apply to the NJ DEP for an extension of the Subrecipient Agreement; and

WHEREAS, the DEP recommended that the PVWC apply for an extension of the Agreement sooner rather than later so as not to disrupt the PVWC's efforts to fund the Project. See Exhibit A at p. 1; and

WHEREAS, the maximum extension that the PVWC can apply for appears to be June 30, 2022, which should be sufficient to complete the Project. See Exhibit A at p. 2; and

WHEREAS, the Officials of the PVWC request permission from the Commissioners to extend the term of the Subrecipient Agreement to its maximum possible date of June 30, 2022;

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

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on

behalf of PVWC, to apply to the NJ DEP for an extension of the Subrecipient Agreement through to June 30, 2022, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

2. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

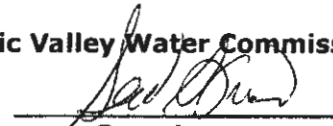
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COTTON, E.	___	___	___	___
KOŁODZIEJ, J.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
JOSEPH KOŁODZIEJ

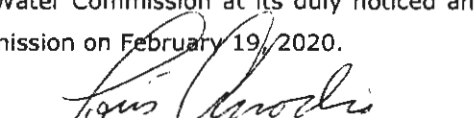


Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM**

**SPECIAL COUNSEL'S
MEMORANDUM DATED FEBRUARY 14, 2020**

EXHIBIT A

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION

The NJ DEP's Form of First Amendment to Subrecipient Agreement between the NJ DEP and the PVWC extending the term until June 25, 2022

Jacobs

412 Mount Kemble Avenue
Suite 100S
P.O. Box. 1936
Morristown, NJ 07960-1936
(973) 267-0555 Voice
(973) 267-3555 Fax
www.jacobs.com

February 20, 2020

Mike Mallek
Stone Hill Contracting Co., Inc
252 W. Swamp Rd, Ste.19
PO Box 1370
Doylestown, PA 18901
Via email: m1mallek@stonehillcontracting.com & certified mail

Project Number: 477186CH

RE: Notice of Failure to Meet Substantial Completion Date Contract No. 15-B-25
Water Storage Improvements Phase 1 – Standby Emergency Generators
SHC Project No. 1-159

Dear Mr. Mallek:

Pursuant to the terms of Stone Hill's above contract with PVWC and Change Order 03, the project milestones are:

Contract Item	Original Date	Revised Date per C03
NTP date	30-Mar-17	
Substantial Completion	18-Feb-19	30-Dec-19
Contract Completion	30-Mar-19	11-Feb-20

This letter serves as notice that Stone Hill Contracting, Inc has failed to achieve both the Substantial Completion and Contract Completion dates as stipulated in the contract documents.

See Article II of the contract. See also Change Order 03, Resolution 19-45 dated July 17, 2019. Failure to achieve Substantial Completion within the number of calendar days identified in Article II Time of Completion, including extension granted thereto as determined by the Commission and as outlined in General Conditions of Contract (GC Article 12), shall entitle the Commission to deduct from the Contractor as LIQUIDATED DAMAGES an amount equal to one thousand (\$1,000.00) for each and every calendar day of delay in the completion of the Contract.

Please be guided accordingly. Thank you.

Yours sincerely



Linda Wancho
Senior Project Manager
Copies to:

Joe Bella, PVWC
Jim Duprey, PVWC

Russell Ford, Jacobs
Rich Tangle, Jacobs

Erick Vazquez-Ramirez, Jacobs

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW
JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE PASSAIC
VALLEY WATER COMMISSION**

This Amendment is made by and between the New Jersey Department of Environmental Protection (“DEP”) and the Passaic Valley Water Commission (“PVWC”), and amends the June 23, 2017 Subrecipient Agreement (“Agreement”) between the parties Implementing the Community Development Block Grant-Disaster Recovery Program for Risk Reduction and Resiliency Measures Drinking Water Infrastructure.

Pursuant to Section XII. F. of the Agreement titled “Amendments,” the Agreement may be modified by the parties, in writing, and DEP may, in its discretion, require that the Agreement be amended to conform to federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. This Amendment hereby modifies the “Term and Effective Date” of the Agreement, as follows:

1. Section VIII, Subsection A, titled “Term and Effective Date of Agreement,” Paragraph 1 and Paragraph 2 are hereby replaced by the following:

This Agreement shall be deemed effective upon the date first written above, which is the date the State and Subrecipient have caused this Subrecipient Agreement to be executed, sealed and delivered.

Unless terminated in accordance with the following paragraphs, the Agreement shall remain in effect for five (5) years from the Effective Date.

2. Section XIV, titled “AUTHORITY AND COUNTERPARTS,” last line is hereby replaced by the following:

IN WITNESS WHEREOF, the State and Subrecipient have caused this Subrecipient Agreement to be executed, sealed and delivered as of the date first above written.

Except as expressly amended hereby, the provisions of the Agreement remain unchanged.

AGREED:

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

PASSAIC VALLEY WATER
COMMISSION

Michele Putnam
Assistant Commissioner
Water Resources Management
Department of Environmental Protection

Joseph Kolodziej
President

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
RESOLUTION 20-48
AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION**

DATE OF ADOPTION: MAY 13, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **SANCHEZ**

WHEREAS, the Financial Aid package received from the NJ Department of Environmental Protection ("NJ DEP"), which the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project"), contains a term limit of three (3) years, which is set to expire on June 25, 2020; and

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WHEREAS, the form of amendment meets with the approval of PVWC's Executive Director, Business Administrator and Chief Engineer,

Chief Financial Officer, and General Counsel (as to form and legality) recommending that the Commissioners approve the execution of the amendment (See Exhibit C) as follows;


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

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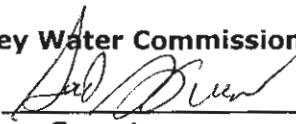
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LEVINE, J.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___
VAN RENSALIER, R.	<u> X </u>	___	___	___
KOLODZIEJ, J.	<u> X </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



 President
JOSEPH KOLODZIEJ

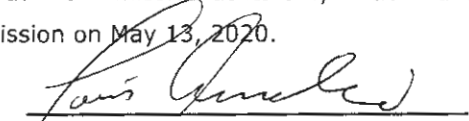


 Secretary
GERALD FRIEND

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 May 13, 2020.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION**

**PVWC Resolution 20-25
Dated February 19, 2020**

EXHIBIT A

**RESOLUTION 20-25
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM**

DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

WHEREAS, the Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. A copy of the Memorandum of Special Counsel dated February 14, 2020 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Project is not expected to be completed until sometime in the year 2021, therefore, the PVWC needs to apply to the NJ DEP for an extension of the Subrecipient Agreement; and

WHEREAS, the DEP recommended that the PVWC apply for an extension of the Agreement sooner rather than later so as not to disrupt the PVWC's efforts to fund the Project. See Exhibit A at p. 1; and

WHEREAS, the maximum extension that the PVWC can apply for appears to be June 30, 2022, which should be sufficient to complete the Project. See Exhibit A at p. 2; and

WHEREAS, the Officials of the PVWC request permission from the Commissioners to extend the term of the Subrecipient Agreement to its maximum possible date of June 30, 2022;

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

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on

behalf of PVWC, to apply to the NJ DEP for an extension of the Subrecipient Agreement through to June 30, 2022, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

2. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	___	___	___	___
VANNOY, R.	___	___	___	___
LEVINE, J.	___	___	___	___
SANCHEZ, R.	___	___	___	___
VAN RENSA LIER, R.	___	___	___	___
COTTON, E.	___	___	___	___
KO LODZIEJ, J.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
JOSEPH KO LODZIEJ

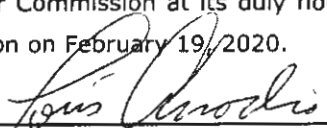


Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM

SPECIAL COUNSEL'S
MEMORANDUM DATED FEBRUARY 14, 2020

EXHIBIT A

MEMORANDUM

To: George T. Hanley, Esq., General Counsel, Passaic Valley Water Commission
Joseph A. Bella, Executive Director, Passaic Valley Water Commission
James Duprey, PE, Business Administrator, Passaic Valley Water Commission

From: Guido S. Weber, Esq., Special Counsel

Date: February 14, 2020

Re: The Subrecipient Agreement between the NJDEP and the PVWC Implementing the Community Development Block Grant-Disaster Recovery Program ("CDBG-DR") for Risk Reduction and Resiliency Measures Drinking Water Infrastructure, Effective June 25, 2017 ("Subrecipient Agreement")

Expiration, June 25, 2020. Extension Required

The Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. See Subrecipient Agreement, Part VII.A.2 at 14 ("this Agreement shall remain in effect for three (3) years from the Effective Date."). The "Effective Date" was June 25, 2017, therefore the Subrecipient Agreement is set to expire in about four months. Because the Project is not expected to be completed until sometime in the year 2021, the PVWC needs to apply to the NJ DEP for an extension.

Paul T. Hauch, P.E., Section Chief of the NJ DEP, recommended that the PVWC apply for an extension of the Subrecipient Agreement in accordance with Part XII.U, which states as follows:

U. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be (i) hand-delivered; (ii) mailed, postage prepaid by first-class mail or registered or certified mail, return receipt requested; (iii) delivered by private commercial carrier, such as Federal Express or United Parcel Service; or (iv) sent by email. All such communications shall be transmitted to the address set forth below, or such other address as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the DEP: Eugene Chebra, P.E. Assistant Director
Division of Water Quality, Municipal
Finance & Construction Element
New Jersey Department of
Environmental Protection 401 East State
Street
P.O. Box 420
Trenton, New Jersey 08625-0420
Email: Eugene.chebra@dep.nj.gov
Phone: 609-292-8961

To SUBRECIPIENT: Joseph A. Bella, Executive Director
Passaic Valley Water Commission
1525 Main Avenue

Clifton, New Jersey 07011
Phone: 973-340-4307
Email: jabella@pvwc.com

Subrecipient Agreement, Part XII.U at 22-23. Although Mr. Hauch did not comment on the PVWC's chances of obtaining the extension, I took his recommendation as a positive sign that the PVWC has, at a minimum, good cause for making the request.

Therefore, I recommend that the PVWC apply to the NJ DEP for an extension of the Subrecipient Agreement so as not to disrupt the PVWC's ability to fund and complete the Standby Emergency Generators Project.

It would appear that the maximum extension that the PVWC can request at this time is until June 30, 2022. Mr. Hauch advised us that the U.S. Department of Housing and Urban Development has given the DEP a deadline of June 30, 2022 to expend all of its available CDGB-DR funds. It is not clear whether this deadline is firm and cannot be extended, as we did not discuss that possibility. In any event, it would appear that an extension to June 30, 2022, should be sufficient to complete the Project, and we do not anticipate needing any further extensions.

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION**

**Letter dated February 27, 2020 from the PVWC (Duprey) to NJ
DEP (Chebra) Requesting an Extension of the Expiration Date
until June 30, 2022**

EXHIBIT B



PASSAIC VALLEY WATER COMMISSION

1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011 • (973) 340-4300
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Joseph Kolodziej, President, Clifton
Jeffrey Levine, Vice President, Paterson
Ronald Van Renssaler, Treasurer, Passaic
Gerald Friend, Secretary, Clifton
Rigo Sanchez, Commissioner, Passaic
Robert Vannoy, Commissioner, Paterson
Edward Cotton, Commissioner, Paterson

February 27, 2020

Via E-Mail (Eugene.chebra@dep.nj.gov) & Reg. Mail
Eugene Chebra, P.E.
Assistant Director
Division of Water Quality, Municipal Finance & Construction Element
New Jersey Department of Environmental Protection
401 East State Street
P.O. Box 420
Trenton, New Jersey 08625-0420

Re: Contract No.: 15-P-25 - Water Storage Improvements, Phase I, Standby Emergency Generators ("Project")

The Subrecipient Agreement between the NJDEP and the PVWC Implementing the Community Development Block Grant-Disaster Recovery Program ("CDBG-DR") for Risk Reduction and Resiliency Measures Drinking Water Infrastructure ("Subrecipient Agreement")

Effective Date: June 25, 2017
Current Expiration Date: June 25, 2020

Request for an Extension of the Expiration Date until June 30, 2022

Dear Mr. Chebra:

Please accept this request on behalf of the Passaic Valley Water Commission ("PVWC") to extend the term of the Subrecipient Agreement between the NJDEP and the PVWC from June 25, 2020 to June 30, 2022 ("Request") to enable the PVWC to complete the above-referenced Project. This Request has been authorized by a Resolution of the Commissioners of the PVWC at their most recent general meeting of February 19, 2020, a copy of which is attached for your reference.

The PVWC relies upon financial aid from the State under the CDBG-DR Program to pay for the construction of the Project. The terms of the PVWC's financial aid are governed by the Subrecipient Agreement and loan documents incorporated therein by reference. The Project is taking longer than expected to complete and the PVWC expects that it will not be completed until sometime in the later half of 2021. The PVWC needs the Subrecipient Agreement to remain in effect through the completion of the Project. Unfortunately, the Subrecipient Agreement is set to expire before then on June 25, 2020. See Subrecipient Agreement, Part VII.A.2 at 14 ("this Agreement shall remain in effect for three (3) years from the Effective

Administrative Secretary
Louis Amodio

Executive Director
Joseph A. Bella

General Counsel
George T. Hanley

**RESOLUTION 20-25
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM**

DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

WHEREAS, the Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. A copy of the Memorandum of Special Counsel dated February 14, 2020 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Project is not expected to be completed until sometime in the year 2021, therefore, the PVWC needs to apply to the NJ DEP for an extension of the Subrecipient Agreement; and

WHEREAS, the DEP recommended that the PVWC apply for an extension of the Agreement sooner rather than later so as not to disrupt the PVWC's efforts to fund the Project. See Exhibit A at p. 1; and

WHEREAS, the maximum extension that the PVWC can apply for appears to be June 30, 2022, which should be sufficient to complete the Project. See Exhibit A at p. 2; and

WHEREAS, the Officials of the PVWC request permission from the Commissioners to extend the term of the Subrecipient Agreement to its maximum possible date of June 30, 2022;

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

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on

behalf of PVWC, to apply to the NJ DEP for an extension of the Subrecipient Agreement through to June 30, 2022, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

2. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	___	___	___	___
VANNOY, R.	___	___	___	___
LEVINE, J.	___	___	___	___
SANCHEZ, R.	___	___	___	___
VAN RENSA LIER, R.	___	___	___	___
COTTON, E.	___	___	___	___
KOLODZIEJ, J.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
JOSEPH KOLODZIEJ

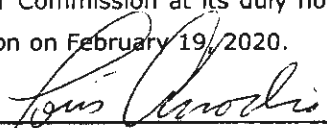


Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM

SPECIAL COUNSEL'S
MEMORANDUM DATED FEBRUARY 14, 2020

EXHIBIT A

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION THE EXECUTION OF THE FIRST AMENDMENT
TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE
PASSAIC VALLEY WATER COMMISSION

The NJ DEP's Form of First Amendment to Subrecipient Agreement between the NJ DEP and the PVWC extending the term until June 25, 2022

Jacobs

412 Mount Kemble Avenue
Suite 100S
P.O. Box. 1936
Morristown, NJ 07960-1936
(973) 267-0555 Voice
(973) 267-3555 Fax
www.jacobs.com

February 20, 2020

Mike Mallek
Stone Hill Contracting Co., Inc
252 W. Swamp Rd, Ste.19
PO Box 1370
Doylestown, PA 18901
Via email: mimallek@stonehillcontracting.com & certified mail

Project Number: 477186CH

RE: Notice of Failure to Meet Substantial Completion Date Contract No. 15-B-25
Water Storage Improvements Phase 1 – Standby Emergency Generators
SHC Project No. 1-159

Dear Mr. Mallek:

Pursuant to the terms of Stone Hill's above contract with PVWC and Change Order 03, the project milestones are:

Contract Item	Original Date	Revised Date per CO3
NTP date	30-Mar-17	
Substantial Completion	18-Feb-19	30-Dec-19
Contract Completion	30-Mar-19	11-Feb-20

This letter serves as notice that Stone Hill Contracting, Inc has failed to achieve both the Substantial Completion and Contract Completion dates as stipulated in the contract documents.

See Article II of the contract. See also Change Order 03, Resolution 19-45 dated July 17, 2019. Failure to achieve Substantial Completion within the number of calendar days identified in Article II Time of Completion, including extension granted thereto as determined by the Commission and as outlined in General Conditions of Contract (GC Article 12), shall entitle the Commission to deduct from the Contractor as LIQUIDATED DAMAGES an amount equal to one thousand (\$1,000.00) for each and every calendar day of delay in the completion of the Contract.

Please be guided accordingly. Thank you.

Yours sincerely



Linda Wancho
Senior Project Manager
Copies to:

Joe Bella, PVWC
Jim Duprey, PVWC

Russell Ford, Jacobs
Rich Tangle, Jacobs

Erick Vazquez-Ramirez, Jacobs

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN THE NEW
JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE PASSAIC
VALLEY WATER COMMISSION**

This Amendment is made by and between the New Jersey Department of Environmental Protection (“DEP”) and the Passaic Valley Water Commission (“PVWC”), and amends the June 23, 2017 Subrecipient Agreement (“Agreement”) between the parties Implementing the Community Development Block Grant-Disaster Recovery Program for Risk Reduction and Resiliency Measures Drinking Water Infrastructure.

Pursuant to Section XII. F. of the Agreement titled “Amendments,” the Agreement may be modified by the parties, in writing, and DEP may, in its discretion, require that the Agreement be amended to conform to federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. This Amendment hereby modifies the “Term and Effective Date” of the Agreement, as follows:

1. Section VIII, Subsection A, titled “Term and Effective Date of Agreement,” Paragraph 1 and Paragraph 2 are hereby replaced by the following:

This Agreement shall be deemed effective upon the date first written above, which is the date the State and Subrecipient have caused this Subrecipient Agreement to be executed, sealed and delivered.

Unless terminated in accordance with the following paragraphs, the Agreement shall remain in effect for five (5) years from the Effective Date.

2. Section XIV, titled “AUTHORITY AND COUNTERPARTS,” last line is hereby replaced by the following:

IN WITNESS WHEREOF, the State and Subrecipient have caused this Subrecipient Agreement to be executed, sealed and delivered as of the date first above written.

Except as expressly amended hereby, the provisions of the Agreement remain unchanged.

AGREED:

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

PASSAIC VALLEY WATER
COMMISSION

Michele Putnam
Assistant Commissioner
Water Resources Management
Department of Environmental Protection

Joseph Kolodziej
President

RESOLUTION 20-49
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MAY 13, 2020

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: **VANNOY**

Seconded by Commissioner: **SANCHEZ**

WHEREAS, Passaic Valley Water Commission ("PVWC") holds leaseholds rights to certain property in the Borough of Lodi, County of Bergen, State of New Jersey ("the Borough"), pursuant to a certain Lease Agreement between PVWC and the Borough, entered into in 1997 and running through the year 2027 ("the PVWC-Borough Lease Agreement"), subject to further extension by agreement between the parties on which PVWC operates public water utility facilities ("the PVWC Lodi Facilities"); and

WHEREAS, located on the PVWC Lodi Facilities site, there exists a certain public water utility water tank tower, constructed by PVWC, referred to as the Harrison Avenue Elevated Water Storage Tank ("the Tank Tower"); and

WHEREAS, McKay Brothers, LLC ("McKay"), a telecommunications service provider, desires to contract for and obtain license from PVWC for the use of certain spaces on and about the Water Tower to install, maintain, operate, replace, and/or remove at its own cost, antenna equipment, supporting equipment, enclosures/cabinets, and related cabling equipment for the purpose of constructing, installing, maintaining, and operating a wireless communications antenna facility and, including but not limited to the use of a repeater site to boost signal using microwave dishes, base station, equipment shelters, cabinets, emergency power generators, cables and utility lines, and related personal property ("License"), the License having heretofore been executed by McKay; and

WHEREAS McKay having been earlier authorized to enter, through its agents, the leasehold area, for purpose of conducting "line of sight" testing of the suitability of the proposed antenna site for telecommunications services; and

WHEREAS, the engineering and construction of the Harrison Avenue Water Tank in 2017-2018, provided for certain antennae mounting points so that telecommunication antenna might be affixed to the Water Tower in anticipation of such requests from telecommunications service providers, such as McKay; and

WHEREAS, McKay has agreed to pay PVWC the sum of \$24,000.00 per year for the privilege and License to utilize the Water Tower in the manner described in the License, adjusted annually on the anniversary date of the commencement of the agreement by 3%, terms, which has been represented as being reasonable and consistent with market rates for comparable licenses; and

WHEREAS, McKay acknowledges within the License that this License is not exclusive and that PVWC already has at least one antenna mounted on the Water Tower and reserves the right to extend similar licenses to telecommunication providers on terms compatible with McKay's License; and

WHEREAS, PVWC recognizes its duty to keep its customers water rates as low as reasonably possible, consistent with safe and effective service, and therefore, lawfully accepts additional, non-utility, revenue to offset any potential rate increases in the future; and

WHEREAS, Waters, McPherson, McNeill, P.C., as Special Counsel to PVWC, has reviewed the attached License agreement (Exhibit A) with McKay and has recommended its approval by the PVWC Board of Commissioners, the License providing terms of indemnity and insurance of PVWC, as well as provisions ensuring compatibility with water utility operations; and

WHEREAS, entry of the License on the terms provided for therein, will also facilitate the Borough's realization of equivalent revenue, under arrangement directly between the Borough and McKay, as consideration for the Borough's reasonable consent to the License as lessor under PVWC Lease Agreement;

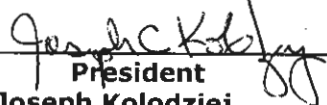
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

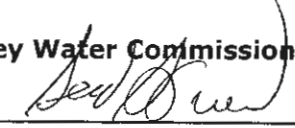
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> X </u>	___	___	___
VANNOY, R.	<u> X </u>	___	___	___
LEVINE, J.	<u> X </u>	___	___	___
VAN RENSA LIER, R.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___
KO LODZIEJ, J.	<u> X </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



 President
 Joseph Kolodziej

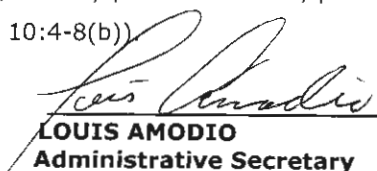


 Secretary
 Gerald Friend

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 of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of May 13, 2020, conducted electronically, on duly published notice, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-8(b)).



LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**Agreement between Passaic Valley Water Commission and McKay
Brothers, LLC**

EXHIBIT A

MEMORANDUM

TO: PVWC LAW DEPARTMENT; ENGINEERING DEPARTMENT

FROM: WATERS, McPHERSON, McNEILL, P.C.
SPECIAL COUNSEL

Date: May 4, 2020

FILE: PVWC - ANTENNA LICENSES

RE: PROPOSED RESOLUTION AUTHORIZING EXECUTION OF ANTENNA
MOUNTING LICENSE WITH TELECOMMUNICATION PROVIDER, McKAY
BROTHERS, LLC:

Lodi Harrison Avenue Water Tank Tower

A. Prior License Provided to Telecommunication Provider at Same Site.

In 2018, on recommendation of Special Counsel, the Board of Commissioners of the Passaic Valley Water Commission ("PVWC") authorized entry of a non-exclusive license to APSARA, a telecommunications provider, for placement of wireless telecommunications equipment on the then-recently finished Harrison Avenue Elevated Water Storage Tank ("the Water Tower") in the Borough of Lodi ("the Borough"). (PVWC, of course, leases the Lodi water system under long-term lease with the Borough).

APSARA had been granted a non-exclusive license from PVWC for the use of space on the Water Tower to install, operate, and/or remove at its own cost, a telecommunications antenna equipment and related equipment.

The Water Tower was newly constructed in early 2018, replacing an obsolescent tank, which had been fitted with antenna mounting points in anticipation that multiple telecommunications providers would be interested in obtaining the kind that APSARA had contracted with PVWC to install in 2018.

In reciprocity for this license, APSARA agreed to pay PVWC the sum of \$24,000 per annum (scheduled to annual increase) for four successive two year terms. The license also provided for indemnification and insurance of PVWC.

The Borough and APSARA entered into a separate agreement under which APSARA provides the Borough with an equal annual payment. (The license entered into with APSARA was non-exclusive and permitted PVWC to issue licenses to other providers.)

To date, APSARA's operations have not interfered with either PVWC regular water supply operations involving the Water Tower or PVWC's own telemetry equipment transmitting operations.

B. McKay Brothers, LLC: Proposed Second Antenna License

Inquiry was recently made by another telecommunications provider, McKay Brothers, LLC ("McKay"), by its New Jersey counsel, regarding the possible entry of a license on terms similar to the license granted by PVWC to APSARA. McKay is in the business of providing electronic data transmission facilities for financial services companies. (McKay is represented by an established New Jersey firm, specializing in provision of antenna site procurement representation for telecommunications service providers.)

i. License for "Line of Sight" Testing Entry

In February 2020, as a first step in developing an antenna site, McKay requested access to the Water Tower premises in order to conduct Line of Sight ("LOS") testing. This testing is critical, as an unobstructed LOS is needed to transmission receiving targets.

A form of limited LOS test entry agreement was entered between PVWC and McKay, conforming with a form of test entry agreement, previously approved by the PVWC Board of Commissioners ("the Board") for the APSARA antenna proposal and for antennas proximate to PVWC's Totowa plant. The McKay test entry agreement provided for indemnification of PVWC and specified insurances, conforming with PVWC vendor insurance specifications, covering both the antenna developer and its testing contractor, and PVWC as additional named insured.

ii. Testing Results

Testing on the Water Tank Tower was performed in March and reported by McKay's counsel on March 23, 2020. Counsel for McKay requested a second entry in order for its independent architects and engineer to enter the Water Tank Premises for purposes of developing specifications and exhibits for an anticipated license agreement. A form of First Amendment to the Entry License authorizing this additional limited excess is attached hereto as Exhibit A.

C. Borough Consent to McKay Antenna License

Borough Counsel advised on March 23, 2020, that, as water system lessor, the Borough would consent to PVWC granting an antenna mounting license to McKay, provided that McKay enters into agreement with the Borough under the same terms and payment arrangement provided by McKay to PVWC. The Borough expressly references the 2018 APSARA arrangement, splitting the consideration between the Borough and PVWC as a template for a McKay-Borough Agreement.

D. Recommended Agenda Listing of Proposed Resolution and License Agreement for next Board Meeting 2020

A recommended form of antenna license agreement between PVWC and McKay and attached exhibits, as well as a proposed Resolution, are annexed hereto as Exhibits B and C, respectively. The Resolution summarizes PVWC's receipt of fair consideration and the antenna's developer's provisions of adequate insurance and indemnification terms.

The proposed form of antenna license is based on the last APSARA license approved by the PVWC Board and is the product of negotiations between counsel. With PVWC execution being subject to PVWC Board approval, McKay's counsel is to deliver a counterpart executed by McKay.

In addition to incremental, non-utility, revenue being thereby realized by PVWC, defraying utility operating costs, the general public interest and business community interests are also served in facilitating telecommunications services by licensing antenna space to McKay as noted in the Resolution. This license would again be on a non-exclusive basis, which would allow for the current APSARA antenna and for any future antenna installations that may be found technically compatible with the APSARA and McKay antennas. (As noted, the arrangement also engenders good will with the Borough, a bulk customer.)

i. Representation of Fair Consideration

The consideration to be received by PVWC is \$24,000.00 per annum (subject to scheduled annual increases), payable monthly. Under its own separate arrangements with McKay, the Borough will receive an equal annual payment, as confirmed in communications with both Borough Counsel and counsel for McKay.

Payment of monthly installments under the license would start upon commencement of antenna installation work. There is no

appreciable cost to PVWC as even electricity cost is allocated to the antenna developer.

ii. Developer Responsible for Approvals

As set forth in the license agreement, McKay is responsible for all regulatory approvals. The Borough's participation should also serve to expedite local land use regulatory reviews. Case law suggest that the Borough, as local land use authority, retains some degree of regulatory oversight of the antenna to the extent it constitutes a land use different from PVWC's water utility operations.

iii. License Term

The license term is for five years subject to annual fee increase, with three optional renewal periods, contingent upon PVWC continuing to operate the water tank tower for utility purposes.

CONCLUSION

For the foregoing reasons, including: provision of reasonable consideration; facilitation of useful telecommunications, which are generally recognized under land use law as being in the public interest; and accommodation of the Borough's desire to participate as lessor, it is recommended that:

- (1) the instant supporting memorandum;
- (2) the attached proposed form of PVWC Board Resolution (Exhibit C); and
- 3) the annexed forms of licensing agreement (Exhibit B) and entry authorization for design purposes (Exhibit A),

be listed on the PVWC Board of Commissioners' agenda for its next publicly noticed meeting.

1178403.2

PASSAIC VALLEY WATER COMMISSION

**Agreement between Passaic Valley Water Commission and McKay
Brothers, LLC**

EXHIBIT A

(On File and Available from PVWC's Administrative Secretary)

**ANTENNA SITE
LICENSE AGREEMENT**

for

HARRISON AVENUE/LODI SYSTEM WATER TOWER

Between

PASSAIC VALLEY WATER COMMISSION (Owner)

And

MCKAY BROTHERS, LLC (Licensee)

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Borough Water System Lease – **EXHIBIT A**

Description of Licensed Premises – **EXHIBIT B**

ANTENNA SITE LICENSE AGREEMENT

This License Agreement (“Agreement”) is made as of this ____ day of May, 2020 (“Effective Date”) by and between Passaic Valley Water Commission, having offices at 1525 Main Avenue, Clifton, New Jersey 07011 (“PVWC”) and McKay Brothers, LLC (“McKay Brothers”) with offices at 2355 Broadway, Suite 206, Oakland, CA 94612 (“Licensee”).

Background

WHEREAS, PVWC holds leasehold rights to certain property known as the Harrison Avenue Elevated Water Storage Tank (“the Water Tower”), in the Town of Lodi, County of Bergen, State of New Jersey, under a certain Lease Agreement between PVWC and the Borough of Lodi, New Jersey (“the Borough”) pursuant to which, commencing in March 1997 the Borough leased its municipal water supply system to PVWC, as a legislatively chartered public water utility, for PVWC’s exclusive control, operation and possession, for a term of years running from 1997 year of commencement until 2027, subject to further extension by agreement between PVWC and the Borough, a copy of this Lease Agreement being annexed hereto as Exhibit A, (“the Borough Water System Lease”);

WHEREAS, the Water Tower was expressly included in a certain schedule annexed to the Borough Water System Lease, among the assets and facilities that PVWC is entitled to maintain, repair, and replace, as leasehold rights pursuant to the Borough Water System Lease;

WHEREAS, Licensee desires to contract for and obtain license from PVWC for the use of space on and about the Water Tower, as further described herein in Exhibit B annexed hereto (collectively the “Licensed Premises”) and PVWC acknowledges and represents that it has the authority to enter into and be bound by the terms of this Agreement and that PVWC’s execution of this Agreement will not violate any rules, ordinances, covenants, or the provisions of any mortgage, lease, including the Borough Water System Lease, and any other agreement binding upon PVWC; and

WHEREAS, PVWC hereby grants a license to Licensee of the Licensed Premises for placement of the Antenna Facilities (as defined below), together with necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B, located at Harrison Avenue, Lodi, New Jersey.

Accordingly, Licensee and PVWC agree as follows:

1. Grant.

(a) License. PVWC hereby grants to Licensee a non-exclusive license as set forth in Section 1(e) below (the "License"):

- i. To install, maintain, operate, replace and remove, at Licensee's sole cost, expense and risk, certain "Antenna Facilities" on the Licensed Premises as hereinafter defined.
- 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 License Premises ("Connecting Equipment") that connect various components of Licensee's Equipment. Licensee's Antenna Facilities, and Licensee's Connecting Equipment and backup electricity generator, are collectively referred to in this Agreement as "Licensee's Equipment".

(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 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) Independent Contractors. PVWC and Licensee acknowledge and 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, contributions 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 remuneration 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 grant or extend similar licenses to others; provided that, after reasonable and customary efforts by Licensee to adjust its operations from the Licensed Premises that are generally undertaken within Licensee's industry to accommodate multiple locations of comparable antennas and equipment, such additional licenses do not render Licensee's utilization of the site impractical or cause physical or technical (e.g., radiofrequency) interference with Licensee's equipment. Notwithstanding the foregoing, Licensee will have sole rights to operating, transmitting and receiving equipment in the 27GHz thru 70GHz spectrum bands at this site.

2. License Fee.

(a) Amount. Licensee shall pay to PVWC an annual fee (the "License Fee") of Twenty Four Thousand and 00/100 Dollars (\$24,000.00), each year of the term of this Agreement (the "License Term" as defined below), adjusted annually on the anniversary of the Commencement Date in each year by three percent (3%). The License Fee shall be prorated for any partial year falling within the License Term, except as otherwise provided in the event of early termination of this Agreement as a result of a default by the Licensee.

(b) Payment. The annual License Fee shall be payable in advance on the first day of each month, in twelve (12) equal monthly installments

(c) Confidentiality. PVWC and Licensee shall use their good faith efforts to refrain from disclosing the financial terms of this Agreement. Either party may disclose the financial terms of this Agreement when required by law or prior agreement.

3. Term: Hold-Over.

(a) Initial Term. The term of this Agreement ("License Term") shall be five (5) years commencing on the date (a) Licensee begins construction of Antenna Facilities on the Licensed Premises or (b) twelve (12) months from the Effective Date, as reflected above, whichever occurs first ("Commencement Date"). Licensee shall promptly deliver written notice to PVWC of the Commencement Date, which shall in no event be later than the first anniversary of the effective date of this Agreement as defined herein. In the event that any additional new use of the Licensed Premises authorized by PVWC after the date hereof is found incompatible, with the meaning of the FCC standards, with Licensee's operations notwithstanding best efforts by Licensee hereunder, Licensee's operating shall be deemed first in time, and shall take

precedence.

(b) Renewal Subject to the Conditions. The Borough Water System Lease shall be in effect, or shall have been extended as necessary for each period. Licensee shall have the option to renew and extend this Agreement upon the same terms and conditions set forth herein, except as specifically stated herein, for three (3) additional periods of (5) years each (each a "Renewal Term"). This Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Licensee notifies PVWC in writing of Licensee's intention not to extend this Agreement at least ninety (90) days prior to the expiration of the first Term or any Renewal Term. Licensee's option to renew for the third through fifth Renewal Terms hereunder shall be subject to the further condition that PVWC shall be continuing to operate the Water Tank Tower for public water supply purposes.

(c) Hold-Over. 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. Use.

Licensee shall use the 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 Licensee 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 20% 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 practicable due to either technical limitations or regulatory prohibition, Licensee shall arrange, and install direct electric power supply and direct utility metering at its own expense; and

(d) Notwithstanding the availability of electric power from a PVWC electric power supply source, either party may at its sole determination, elect to procure, at its own expense, direct electric metering, or submetering, for electricity use by Licensee's Antenna Facilities.

6. Construction.

(a) Plans. Prior to the commencement of any installation, improvement or other alteration work, Licensee shall, at its sole cost, prepare and deliver to PVWC working drawings, plans, and specifications (collectively, "Plans"), detailing the location and size of the Licensee's Antenna Facilities and specifically describing the proposed construction and work at the Premises. No work shall commence until PVWC has approved, in writing, all applicable construction or installation Plans, which approval shall not be unreasonably withheld, conditioned or delayed. Approval or disapproval and required changes shall be delivered to Licensee within fifteen (15) working days after the receipt of the Plans from Licensee. If PVWC disapproves the Plans, PVWC will provide reasons for disapproval, and changes which would be necessary to make the plans acceptable. PVWC shall not be entitled to receive any additional consideration in exchange for giving its approval of Licensee's Plans.

(b) Quality of Construction; Repair of Damage. Licensee's installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, and consistent with such reasonable requirements as may be imposed by PVWC. Licensee shall, at its sole cost, repair or refinish any surface of the Licensed Premises that is damaged by or during the installation of Licensee's Equipment and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees, or by Licensee's Equipment, and shall repair any damage caused to the Licensed Premises in connection with the installation of Licensee's Equipment. If Licensee fails to repair or refinish any such damage within a reasonable time, PVWC may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse PVWC for all reasonable costs and expenses incurred in such repair or refinishing.

(c) Permits. PVWC agrees to cooperate with Licensee in obtaining, at Licensee's expense, prior to construction and work, all necessary local, municipal, state and federal permits, licenses, and other approvals ("Antenna Approvals"), copies of which shall be delivered to PVWC prior to commencement of construction and work. Licensee's Antenna Facilities shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Licensee's operations. Licensee shall prominently label any equipment with appropriate safety warnings as required by the same.

7. Certain Licensee Covenants.

(a) Maintenance. Licensee, through its designated and approved employees and 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 existing licensee's or other existing occupant's use or operation of communications 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 agreements with other persons or entities for any portions of PVWC'S leasehold under the Borough Water System Lease.

(d) Legal Requirements. 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) PVWC Not Liable. 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.

8. Access.

Licensee’s authorized representatives shall have access to the Licensed Premises 24 hours a day, 7 days a week, for the purposes of installing, maintaining, operating, repairing and replacing Licensee’s Antenna Facilities, and PVWC shall give Licensee ingress and egress through the Borough Water System during the License Term on advance notice to PVWC as may be reasonable under the particular circumstances necessitating ingress and egress. Advance notice of entry may be given, subject to PVWC’s prompt confirmation, through Licensee’s telephone contact of PVWC’s maintenance department at (973) 340-4312.

9. Insurance.

Licensee shall maintain in force, at its expense, during the License Term, policies of insurance, including commercial general liability (“CGL”) insurance, issued by a New Jersey Licensed insurer reasonably acceptable to PVWC, insuring Licensee and, as named insureds, PVWC, and any additional parties that PVWC may reasonably designate by written notice, providing coverage in the following amounts:

- i. General liability coverage on an occurrence basis with loss specific limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, expressly including Products liability, Owner-Contractors Liability, and completed operations coverages;
- ii. Automobile Liability Insurance providing combined single limit (per accident) coverage of \$1,000,000.00;
- iii. Workers’ Compensation coverage conforming to New Jersey statutory requirements, including Employers Liability Limits of no less than \$500,000.00/\$500,000.00/ \$500,000.00 (each accident/each employee/policy limit); and
- iv. Excess/Umbrella Liability coverage, on terms of coverage coextensive with (following the form of) primary insurance hereunder with limits no less than \$1,000,000.00 per occurrence

and in aggregate, such that per occurrence coverage in total of \$2,000,000.00 shall be available (using any combination of primary and excess/umbrella coverage limits, for all coverages provided hereunder, including General Liability, Auto Liability, Owner-Contractors Liability, (including completed operations coverages) and Employer's Liability Insurance.

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) shall be on an occurrence basis, (iii) shall provide that it shall not be canceled without thirty (30) days prior written notice to PVWC (iv) shall be primary and will not seek contribution from any "other insurance" or self-insurance available to PVWC, (v) shall apply before any "other insurance" or self-insurance that is available to PVWC, and (vi) shall 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.

Licensee 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 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 System 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 the nature of subrogation, for any personal injury loss, or damage to property caused by, or resulting from risks required to be insured under this Agreement, pursuant to insurance policies carried by the Parties that are in force, or required to be in force, at the time of the loss or damage. The provisions of this section shall survive termination of this Agreement. Licensee shall secure endorsements of insurance hereunder expressly waiving subrogation, as provided for herein.

12. Liens.

Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material, or services claiming by, through, or under Licensee. Such liens shall be discharged by Licensee within thirty (30) days after written notice of filing thereof, by bonding, payment, or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings, any such liens so long as doing so shall stay the enforcement of any such lien. The provisions of this section shall survive termination of this Agreement.

13. Assignment or Other Transfer by Licensee.

Affiliates. Licensee may, on notice to PVWC, sell, convey, assign, or transfer its rights and obligations under this Agreement (i) to any parent or subsidiary company or to any company or partnership that is, on the effective date of this Agreement, controlled by, under the control of, or under common control with, Licensee (ii) to any entity which acquires all or substantially all of Licensee's assets or (iii) by reason of a merger, acquisition, divestiture or other business reorganization. In all other instances, Licensee may not sell, convey, assign or transfer its rights or obligations under this Agreement without the written consent of PVWC, which such consent shall not be unreasonably withheld, conditioned or delayed. Licensee shall not sublease, license, sublicense or assign the Licensed Premises to another party. The foregoing sentence shall not

prohibit the use of the Antenna Facilities or of Licensee's communications network for transmission of communications with third parties.

14. Hazardous Substances.

(a) No Hazardous Substances. Licensee shall not install any hazardous substance into or upon the Property. In the event that any hazardous substances are installed or brought into or upon the Licensed Premises by or on behalf of Licensee, then Licensee shall cause the removal of same within twenty-four (24) hours, or as soon as reasonably possible, after PVWC's demand, and Licensee shall indemnify, defend, and hold PVWC harmless from all liabilities, claims, losses, costs, damages, and expenses resulting from such hazardous materials or from PVWC's removal thereof. If Licensee shall discover, uncover, disturb, or otherwise reveal any pre-existing hazardous substances within the Licensed Premises in connection with Licensee's permitted activities, Licensee shall immediately stop any work in progress and report such findings to PVWC within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without PVWC's written approval.

(b) PVWC shall promptly cause the removal of any hazardous materials or substances from 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 regarding 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 (30) days after PVWC's receipt of notice of Licensee's discovery of the hazardous substances.

(c) Release. 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-existing 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.

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 periods 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 reasonably 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 not commenced, and diligently continued to cure, within twenty-four (24) hours, or as soon as reasonably possible, after Licensee's receipt of written notice by PVWC of such interference (provided such telecommunications or computer devices being interfered with are otherwise being operated in accordance with their respective license, manufacturer's specifications and any applicable laws and regulations);
- (d) If Licensee shall fail to remove any hazardous substances discharged in the Borough Water Supply System by or on behalf of Licensee within twenty-four (24) hours, or as soon as reasonably possible, after written notice of such condition by PVWC to Licensee;
- (e) The revocation of Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to franchise or regulate Licensee's provisioning of telecommunications services; or
- (f) The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Licensee, or an assignment for the benefit of creditors, or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver, or liquidator of Licensee or of any of the Licensee's property, or a proceeding by any governmental authority for the dissolution or liquidation of Licensee.

17. Termination; Remedies.

(a) PVWC's Right to Terminate. If Licensee fails to cure the occurrence giving rise to the event of default within any applicable cure period, PVWC may elect to terminate this Agreement and it may sue for any other damages to which PVWC may be entitled under this agreement;

(b) Licensee's Right to Terminate. Licensee may immediately terminate this Agreement upon thirty (30) day written notice to PVWC in the event that (i) any applications for governmental approvals are rejected or denied; (ii) any governmental approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by any governmental entity; (iii) Licensee determines that such governmental approvals may not be obtained in a timely manner; (iv) Licensee determines any structural analysis is unsatisfactory; (v) Licensee, in its sole discretion, determines that use of the Premises is no longer technically suitable, obsolete or unnecessary; or (vi) in the event that PVWC shall have caused some specifiable condition to exist within the Licensed Premises that materially interferes with Licensee's ability to make use of the Antenna Equipment, which, after notice to PVWC and after reasonable opportunity to cure shall remain unremedied. In the event of Termination hereunder by Licensee, PVWC shall not be responsible for any monetary loss to Licensee, including, but not limited to, the costs of replacement Antenna Equipment, securing a replacement site, lost profits or loss to Licensee arising from Third Party claims against Licensee predicated on service 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 Engineer 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 telephonic notice or notice by electronic communication medium.

In the event of exercise of right of cancellation hereunder by PVWC, PVWC's sole obligation to Licensee shall be to allow Licensee the opportunity to remove its Antenna Facilities, as provided for in this Agreement in the event of Termination pursuant to this Section 18.

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 Equipment and Licensee shall timely remove its Antenna Facilities, as provided for in this Agreement in the event of Termination pursuant to Section 18 (c) hereof.

19. Notices.

All demands or other notices, by or, by or from PVWC to Licensee, or by or from Licensee to PVWC, shall be in writing and shall be deemed given upon: (a) personal delivery to the addressee; (b) three (3) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or, (c) one business day after delivery to United States Postal Service Express Mail or a nationally recognized private overnight delivery service for which a receipt is provided. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

PVWC: to the address above stated, marked to the attention of James G. Duprey,
Director of Engineering, with copies to:

George T. Hanley
General Counsel, PVWC
1525 Main Avenue
Clifton, New Jersey 07011

Waters, McPherson, McNeill, P.C.
300 Lighting Way / P.O. Box 1560
Secaucus, New Jersey 07096-1560
201-863-4400
Attn: Kenneth D. McPherson, Jr.
kmj@lawwmm.com

Licensee: to the address above stated, with a copy to:

McKay Brothers, LLC
2355 Broadway, Suite 206
Oakland, California 94612
Attn: Mr. Bob Meade

Price Meese Shulman & D'Arminio, P.C.
50 Tice Boulevard
Woodcliff Lake, New Jersey 07677
Attn: Gregory D. Meese, Esq.
gmeese@pricemeese.com

20. No Implied Waiver.

The waiver either Party of any breach of any term, covenant, condition, or other provision of this Agreement shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant, condition, or other provision.

21. Subordination.

Licensee accepts this Agreement subject and subordinate to each mortgage, deed of trust, ground or underlying Agreement and/or other lien currently existing or hereafter arising upon all or part of the Property or the Licensed Premises and to any renewals, modifications, consolidation, refinancing, and extensions thereof. Licensee agrees that on written request

therefor any such mortgagee or other holder of a superior interest shall have the right at any time to written acknowledgement of the subordination of this Agreement stated in such terms and 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 benefit 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 protections 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 waives 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.

If any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, and the remaining provisions shall be interpreted so as to give the greatest effect possible thereto.

25. Governing Law

The construction, interpretation, and performance of this Agreement shall be in accordance with the laws of the jurisdiction of New Jersey in which the Licensed Premises is located.

26. Survival of Provisions.

Any obligation of the parties relating to monies owed, as well as those provisions relating to limitations on liability and actions, shall survive termination or expiration of this Agreement.

27. Force Majeure.

Whenever a period of time is prescribed in this Agreement for the taking of any action by PVWC or Licensee, PVWC or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials (not caused by the Party seeking the benefit of this section), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of PVWC or Licensee, occurring outside the customary and reasonably foreseeable scope of business contingencies. The provisions of this section shall not apply to the payment of fees or the payments of other monies to be paid under this Agreement. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the Party claiming such excuse shall promptly give written notice to the other Party hereto of any event or occurrence that it believes falls within the contemplation of this section.

28. Successors in Interest.

Successors and Assigns. The terms, covenants, conditions, and other provisions contained in this Agreement shall bind and inure to the benefit of PVWC and Licensee and,

except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors, and assigns.

29. Entire Agreement, Amendment, Counterparts.

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the Parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the Parties. This Agreement may be executed in counterpart copies, each of which shall constitute an original and all of which, when taken together, shall constitute this Agreement.

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 page intentionally left blank]

IN WITNESS WHEREOF, PVWC and Licensee have executed this Agreement in multiple original counterparts as of the date first above written.

Licensee:

McKay Brothers, LLC

By: _____

Name:

Title: President and Director

Owner:

PASSAIC VALLEY WATER COMMISSION

By: _____

Name: SIGNATORY

Title: Authorized Signatory

EXHIBIT A

Borough Water System Lease

(see attached)

EXHIBIT B

Description of Licensed Premises

(see attached)

1179194.2



2355 Broadway
Suite 206
Oakland, CA 94612

SCOPE OF WORK:

The installation of an Unmanned Telecommunications including an Equipment Cabinet, Antenna, (4) Propose Antennas, and Associated Apertures on an Existing V

PROJECT DIRECTORY:

APPLICANT:
Mckay Brothers, LLC
2355 Broadway
Suite 206
Oakland, CA 94612

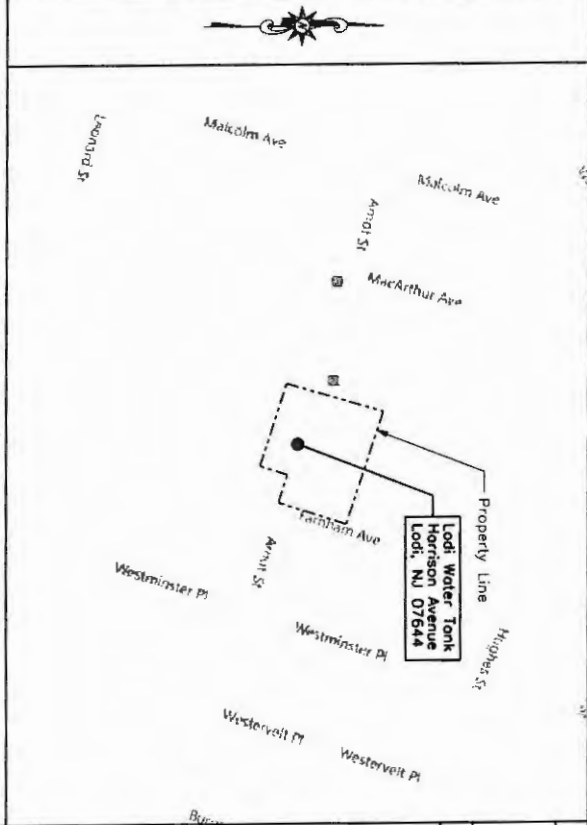
PROPERTY OWNER:
Borough Of Lodi
One Memorial Drive
Lodi, NJ 07644

MCKAY PROJECT MANAGER:
Jon Masella
(908) 964-7120

ENGINEER PROJECT MANAGER:
Viggo Pavia
(732) 972-7192



KEY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

SITE COORDINATES

LATITUDE: N40°52'48.63" (NAD83)
LONGITUDE: W74°05'36.09" (NAD83)
GROUND ELEVATION: 198' +/- (NAD88)

LEGAL DESCRIPTION:

BLOCK: 51 ZONE: EXEMPT
LOT: 22 MAP #: 4

DWG.	DWG. TITLE
C1	COVER PAGE
G1	GENERAL NOTES
S1	SITE PLAN
S2	ELEVATION
S3	EQUIPMENT LAYOUT PLAN
S4	ANTENNA LAYOUT PLAN AND DETAIL
S5	DETAILS
S6	DETAILS
RF1	ROUTING CONFIGURATION

APPLICABLE CODES

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AJH) FOR THE LOCATION. THE EDITION OF THE AJH ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY

ELECTRICAL CODE:
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY

LIGHTNING PROTECTION CODE:
NFPA 780 - 2017, INTERNATIONAL PROTECTION CODE

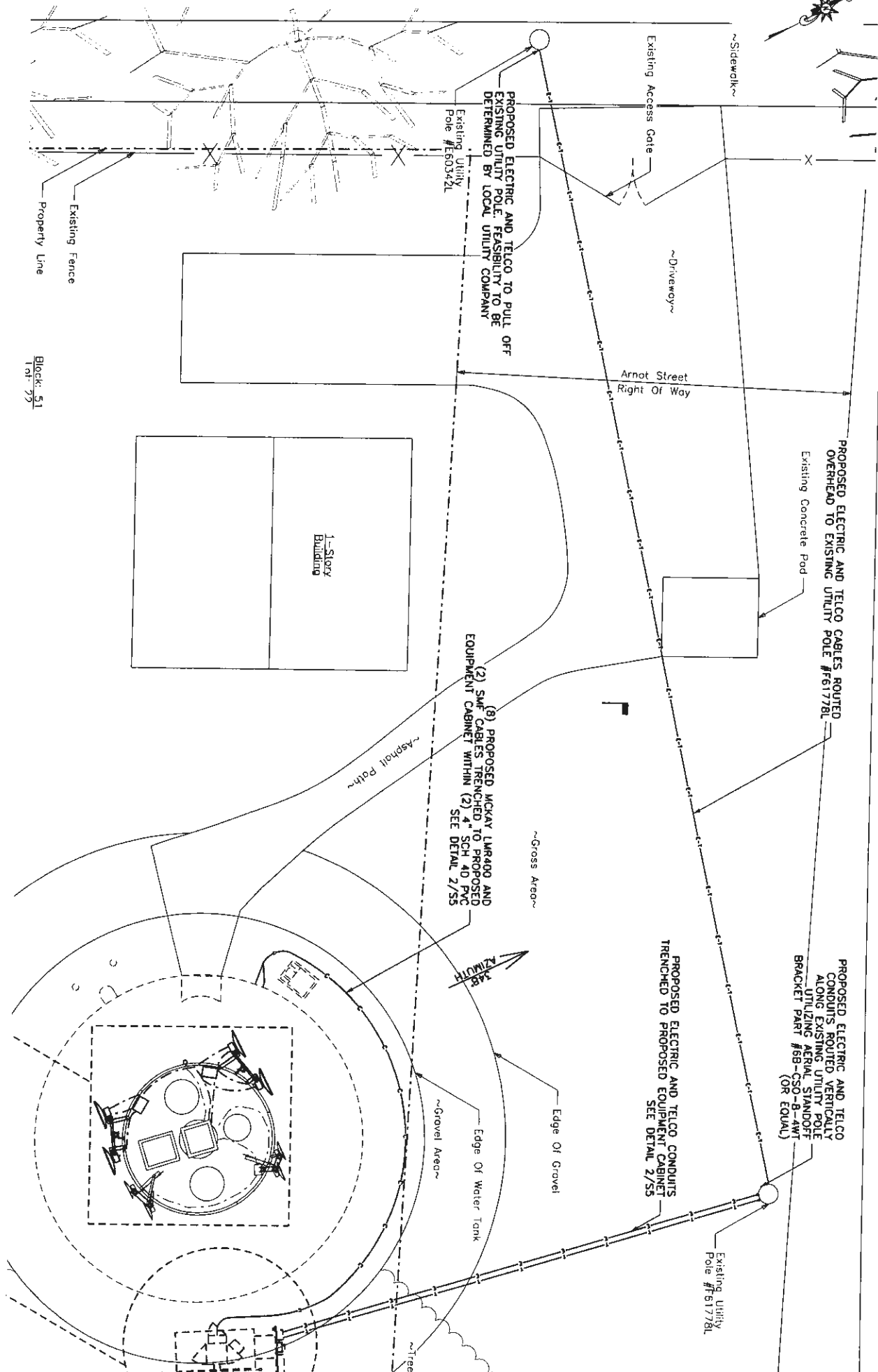
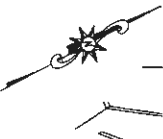
GENERAL NOTES:

1. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS PLAN SET.
2. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
3. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE DERIVED FROM LIMITED FIELD OBSERVATIONS MADE FOR THIS PROJECT. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
4. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. BUILDING COMPONENT CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BEHIND SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF THE ENGINEER, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
7. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL, ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH THE ENGINEER MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. THE ENGINEER HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
10. THE ENGINEER HAS NOT PERFORMED AN INSPECTION FOR ASBESTOS OR OTHER HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS. ROUTING SHALL NOT IMPEDE UPON REQUIRED PASSAGEWAYS OR MEANS OF EGRESS.
14. THE CONTRACTOR SHALL PROVIDE NEW PENETRATIONS FOR ROUTING THROUGH FIRE RATED ASSEMBLIES AND FIRE STOP ALL PENETRATIONS AS PER CODE. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE THE FIRE RATINGS OF BUILDING COMPONENTS IF EXISTING PENETRATIONS ARE USED FOR NEW ROUTING.
15. ALL DISTURBED AREAS SHALL BE REPAIRED TO MATCH EXISTING ADJACENT, INCLUDING BUT NOT LIMITED TO FIRE RATED MATERIALS.
16. ANY DISTURBANCE TO ROOFING, FLASHINGS OR ANY EXTERIOR SURFACE SHALL BE REPAIRED/SEAL ED WATER TIGHT AND IN ACCORDANCE WITH ANY WARRANTIES, AS APPLICABLE. THE GENERAL CONTRACTOR SHALL EMPLOY THE WARRANTY GRANTOR OR OTHER AUTHORIZED CONTRACTOR, WHERE REQUIRED FOR MAINTENANCE OF THE WARRANTY.

CONCRETE NOTES:

1. DESIGN AND CONSTRUCTION SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE ACI 318, LATEST EDITION.
2. ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE 5000 PSI FOR EQUIPMENT PLATFORM FOUNDATION.
3. CONCRETE SHALL NOT BE PLACED AT TEMPERATURES BELOW 32 DEGREES F.
4. CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C150 TYPE 1.
5. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615 - GR 60, DEFORMED AND PLAIN BULLET STEEL BARS FOR CONCRETE REINFORCEMENT, LATEST EDITION.
6. CONCRETE WORK AND MATERIALS SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS, ACI 301, LATEST EDITION.
7. CONCRETE COVER FOR REINFORCING SHALL BE 3 INCHES FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, AT ALL OTHER CONCRETE SURFACES MINIMUM COVER SHALL BE 2 INCHES.
8. LAP SPLICES FOR REINFORCING SHALL BE 40 BAR DIAMETERS, UNLESS OTHERWISE NOTED.
9. WELDING OF REINFORCING STEEL IS SPECIFICALLY PROHIBITED.
10. ALL REINFORCING EMBEDDED STEEL INSERTS AND ALL OTHER EMBEDDED ITEMS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
11. JOINT FILLER SHALL BE PERFORMED RESILIENT BITUMINOUS EXPANSION JOINT FILLER CONFORMING TO ASTM D1757, LATEST EDITION.
12. THE TOP OF ALL CONCRETE SURFACES SHALL BE TRUE AND LEVEL WITH A SMOOTH FLOAT FINISH UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE WITHIN PLUMMINUS ±.
13. THE CONTRACTOR SHALL MAKE AND CURE A MINIMUM OF THREE (3) COMPRESSIVE STRENGTH TEST CYLINDERS IN ACCORDANCE WITH ASTM C31 FOR EACH CLASS OF CONCRETE SPECIFIED. A CERTIFIED TESTING LAB SHALL PERFORM ONE COMPRESSIVE STRENGTH TEST AT 7 DAYS AND 2 AT 28 DAYS. THE TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND ACCEPTANCE.

Harrison Ave



PROPOSED ELECTRIC AND TELCO CABLES ROUTED OVERHEAD TO EXISTING UTILITY POLE #F61778L

PROPOSED ELECTRIC AND TELCO CONDUITS ROUTED VERTICALLY ALONG EXISTING UTILITY POLE UTILIZING AERIAL STANDOFF BRACKET PART #SB-CSSO-B-4WT (OR EQUAL)

PROPOSED ELECTRIC AND TELCO CONDUITS TRENCHED TO PROPOSED EQUIPMENT CABINET SEE DETAIL 2/55

(8) PROPOSED MCKAY LMR400 AND (2) SWF CABLES TRENCHED TO PROPOSED EQUIPMENT CABINET WITHIN (2) 4" SCH 40 PVC SEE DETAIL 2/55

PROPOSED ELECTRIC AND TELCO TO PULL OFF EXISTING UTILITY POLE. FEASIBILITY TO BE DETERMINED BY LOCAL UTILITY COMPANY

1-Story Building

Block 51 Lot 77

Existing Fence
Property Line

Existing Access Gate

Driveway

Arnot Street Right Of Way

Gross Area

Edge Of Gravel

Edge Of Water Tank

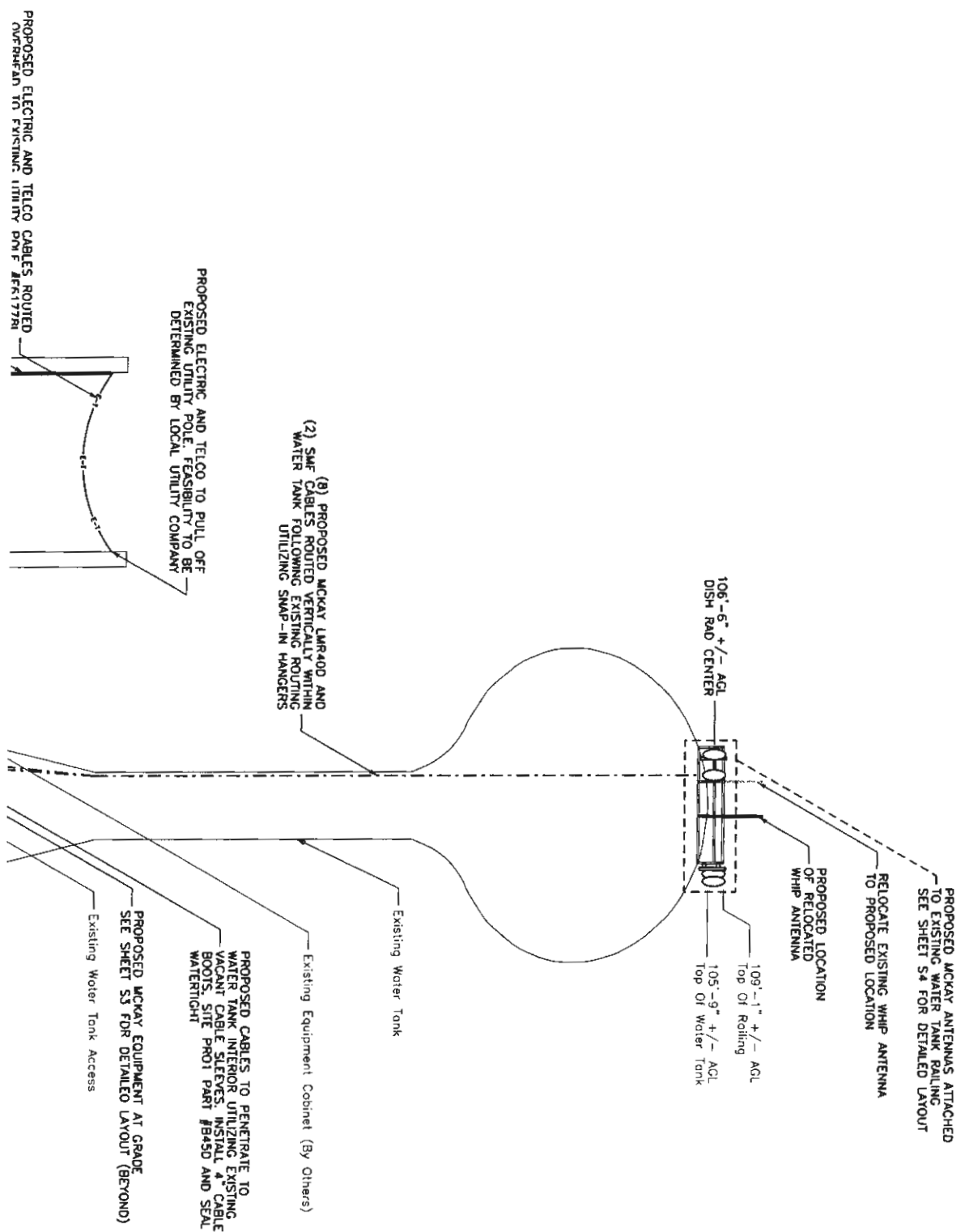
Gravel Area

Asphalt Pth

Tree

Existing Utility Pole #F61778L





PROPOSED MCKAY ANTENNAS ATTACHED TO EXISTING WATER TANK RAILING SEE SHEET S4 FOR DETAILED LAYOUT

RELOCATE EXISTING WHIP ANTENNA TO PROPOSED LOCATION

PROPOSED LOCATION OF RELOCATED WHIP ANTENNA

106'-6" +/- AGL DISH RAD CENTER
 105'-9" +/- AGL Top Of Water Tank
 109'-1" +/- AGL Top Of Railing

Existing Water Tank

Existing Equipment Cabinet (By Others)

PROPOSED CABLES TO PENETRATE TO WATER TANK INTERIOR UTILIZING EXISTING VACANT CABLE SLEEVES. INSTALL 4" CABLE BOOTS, SITE PROT PART #B45D AND SEAL WATERTIGHT

PROPOSED MCKAY EQUIPMENT AT GRADE SEE SHEET S3 FOR DETAILED LAYOUT (BEYOND)

Existing Water Tank Access

(8) PROPOSED MCKAY LMR40D AND (2) SMC CABLES ROUTED VERTICALLY WITHIN WATER TANK FOLLOWING EXISTING ROUTING UTILIZING SWAP-IN HANGERS

PROPOSED ELECTRIC AND TELCO TO PULL OFF EXISTING UTILITY POLE. FEASIBILITY TO BE DETERMINED BY LOCAL UTILITY COMPANY

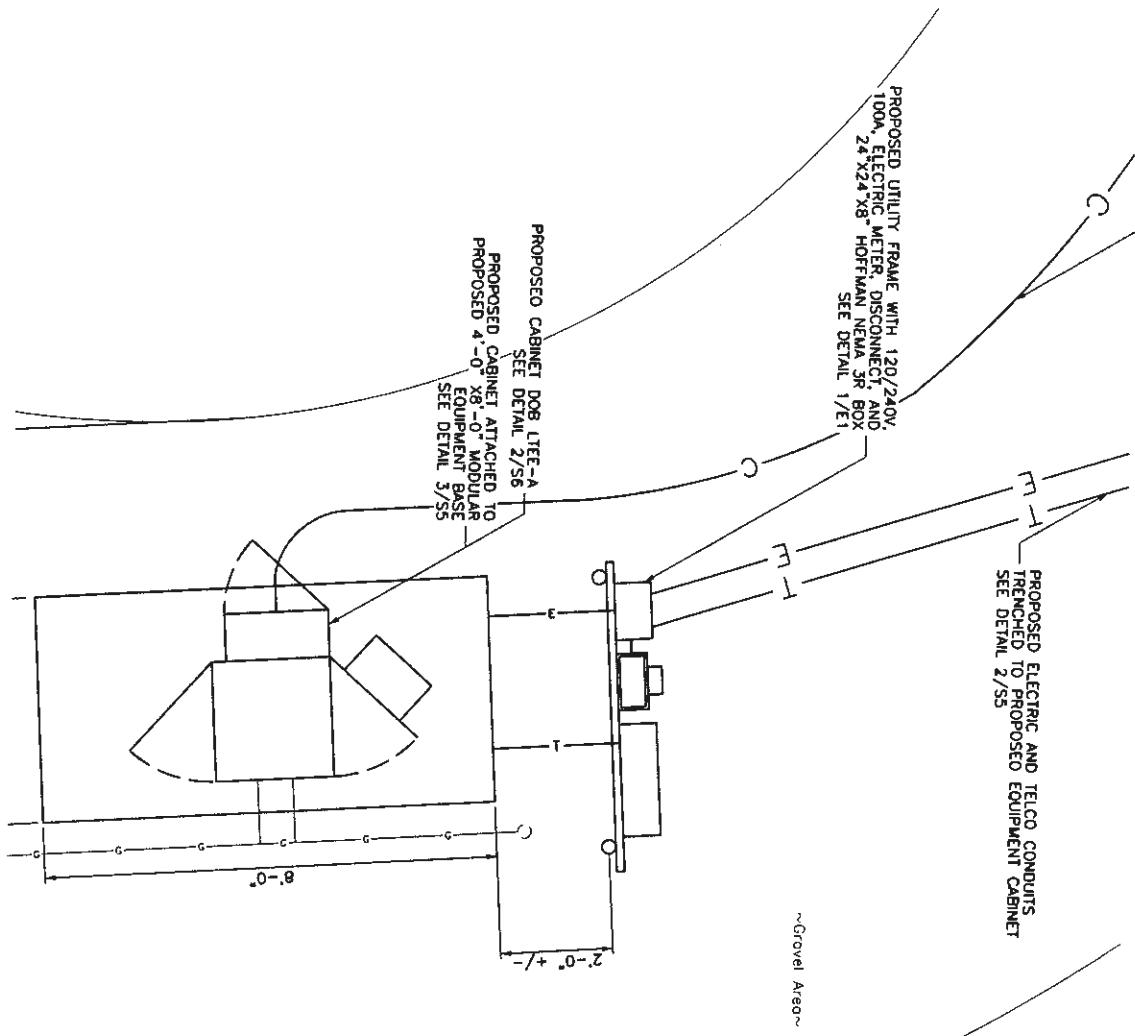
PROPOSED ELECTRIC AND TELCO CABLES ROUTED OVERHEAD TO EXISTING UTILITY POLE #FR177R1

(8) PROPOSED MCKAY LWR400 AND
(2) SMF CABLES TRENCHED TO PROPOSED
EQUIPMENT CABINET WITHIN (2) 4" SCH 40 PVC
SEE DETAIL 2/55

PROPOSED UTILITY FRAME WITH 120/240V,
100A, ELECTRIC METER, DISCONNECT, AND
24"x24"x8" HOFFMAN NEMA 3R BDX
SEE DETAIL 1/E1

PROPOSED CABINET DOB LTEE-A
SEE DETAIL 2/56
PROPOSED CABINET ATTACHED TO
PROPOSED 4'-0" X8'-0" MODULAR
EQUIPMENT BASE
SEE DETAIL 5/55

PROPOSED ELECTRIC AND TELCO CONDUITS
TRENCHED TO PROPOSED EQUIPMENT CABINET
SEE DETAIL 2/55



~Gross Area~

~Grovel Area~

Existing Fence

Edson NY Crumvi

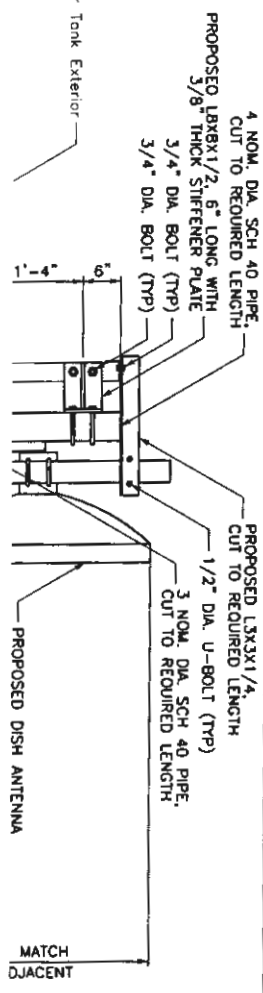
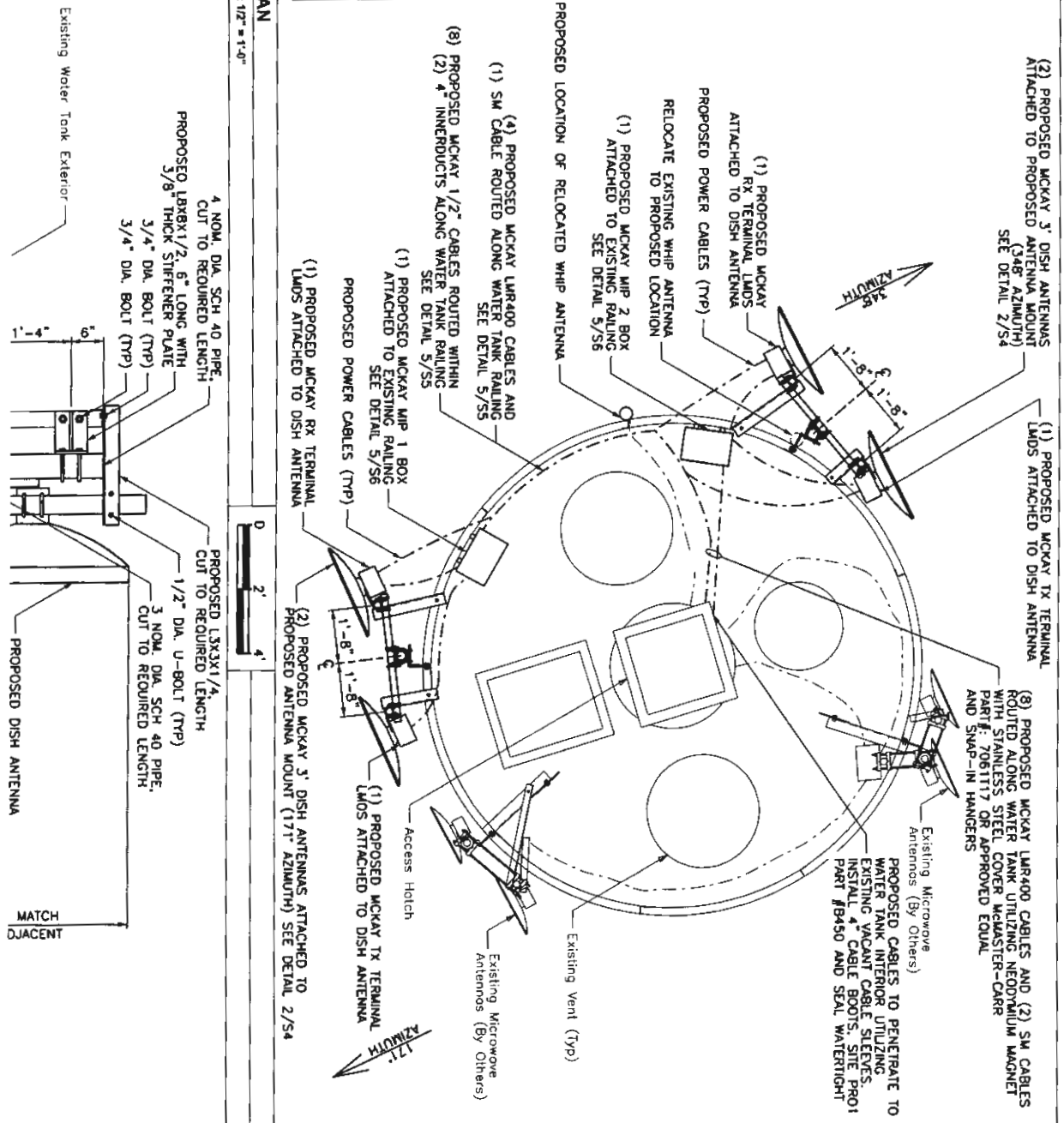


NOTE:
 UTILIZE A 6"x6" ADHESIVE-BACK BUTYL RUBBER PAD ADHERED TO WATER TANK EXTERIOR. CUT FROM MCMASTER-CARR PART # 8609K42 OR APPROVED EQUAL FOR EACH PROPOSED MAGNET.

1 ANTENNA LAYOUT PLAN

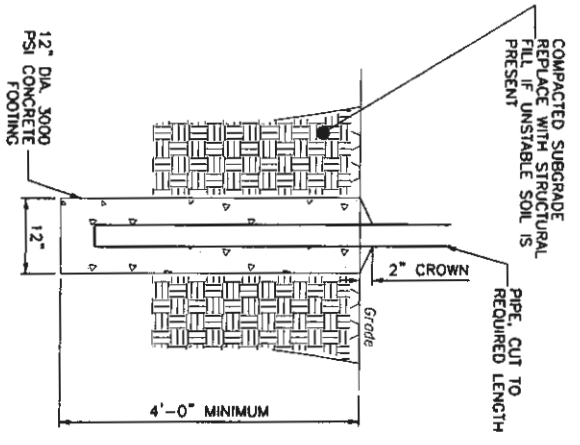
11x17 SCALE: 1/4" = 1'-0"

22x34 SCALE: 1/2" = 1'-0"

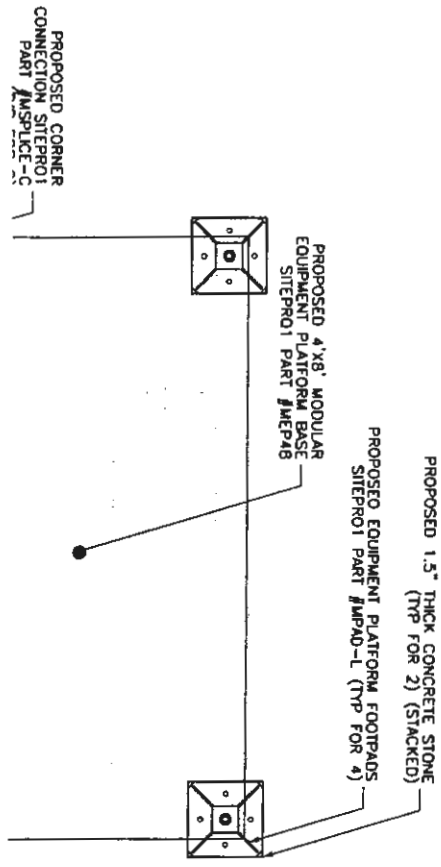


MATCH
 DJACENT

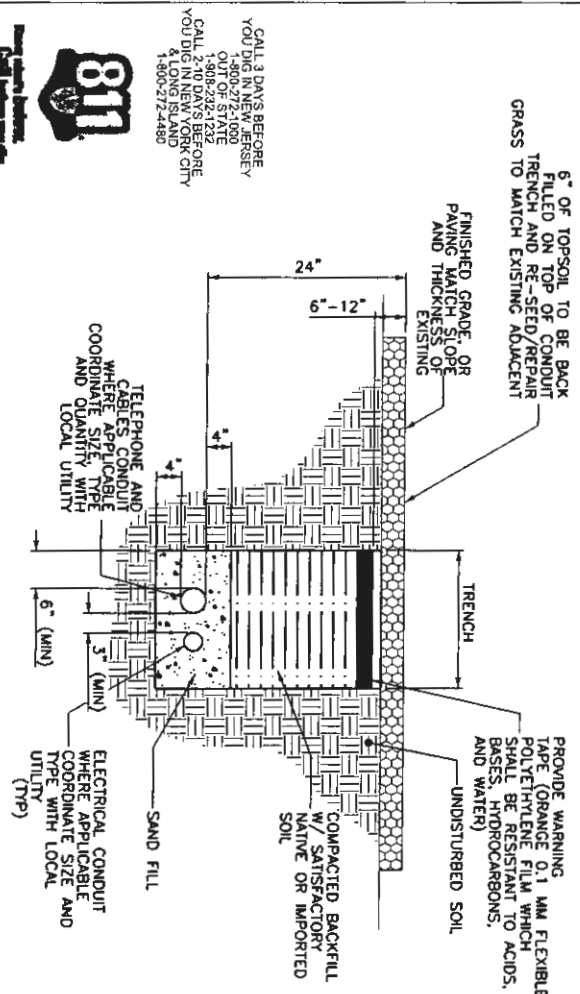
NOTE:
HAND DIG ALL
SUPPORT FOOTING



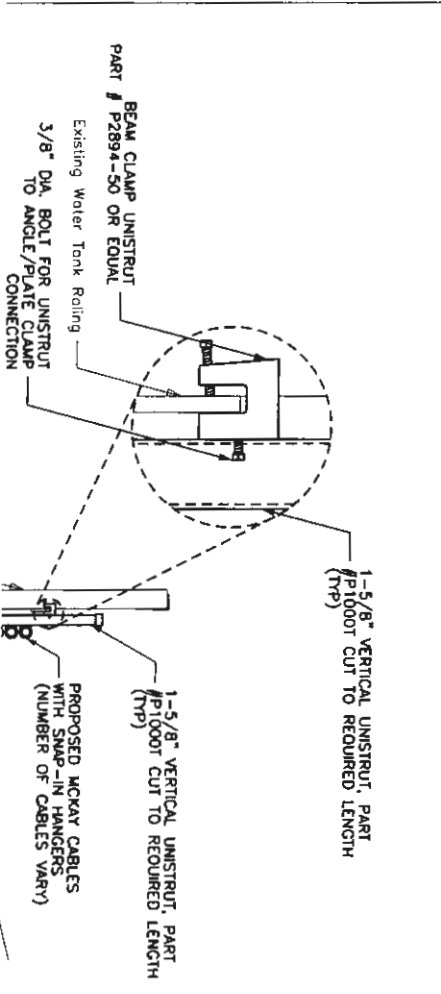
1 FOOTING DETAIL
11x17 SCALE: NTS 22x34 SCALE: NTS



NOTE:
HAND DIG ALL
SUPPORT FOOTING



2 TRENCH DETAIL
11x17 SCALE: NTS 22x34 SCALE: NTS



*SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS

NOTE:
UTILIZE 4\"/>

CALL 3 DAYS BEFORE YOU LEAVE NEW JERSEY OUT OF STATE
CALL 1-800-272-4480
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0.9m | 3 ft VHF/UHF High Performance Low Profile Antenna - dual polarized, 21.200-23.600 GHz, UBR2201 Far-Range Antenna Composite by Jadedo Kujstel - eddome without flash, star disk (back) and, metal reflection

Product Classification

Brand: Vahle
Product Type: Microwave Antenna

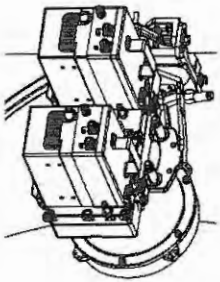
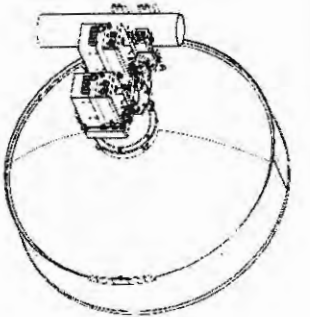
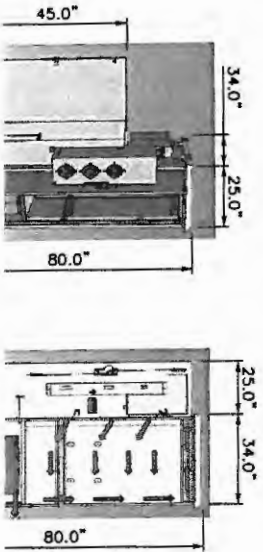
General Specifications

Antenna Type: VHF/UHF - Volkmann High Performance Low Profile Antenna - dual polarized
 Diameter, nominal: 0.9 m | 3 ft
 Packing: Standard pack - 31 kg
 Radome Color: Composite Black/Red
 Radome Material: Composite Black/Red
 Radome Construction: Pressure sensitive
 UBR2201
 Antenna Input: Wave
 Antenna Color: VHF/UHF - Volkmann High Performance Low Profile Antenna - dual polarized
 Antenna Type: 0.9 m | 3 ft
 Diameter, nominal: No
 Flash included: No
 Polarization: Dual

1 3-DISH ANTENNA SPECIFICATION

11x17 SCALE: NTS

22x34 SCALE: NTS

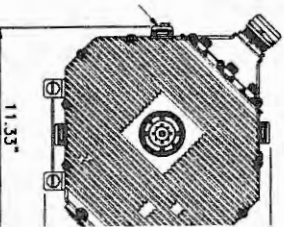
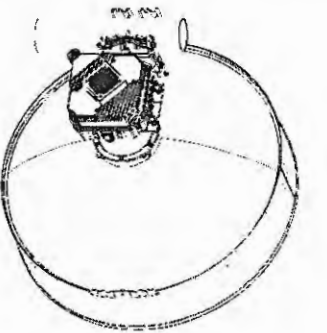


376A001-03-L-IX

2 TX TERMINAL LMS DETAIL

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22x34 SCALE: NTS

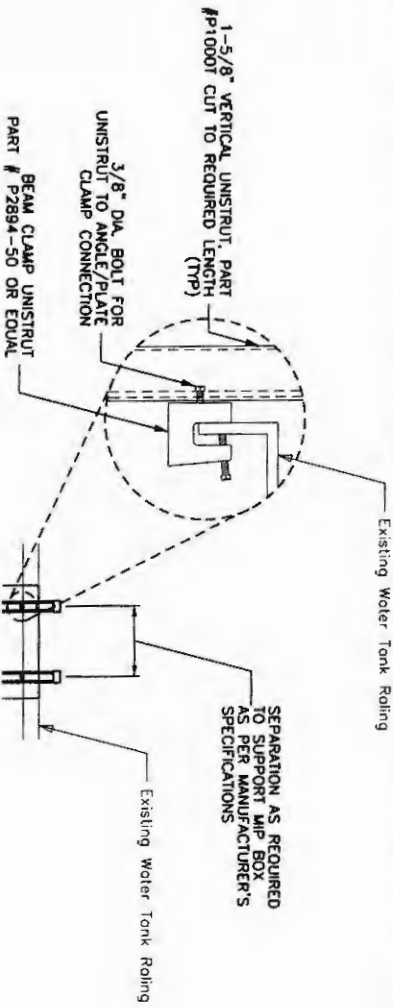


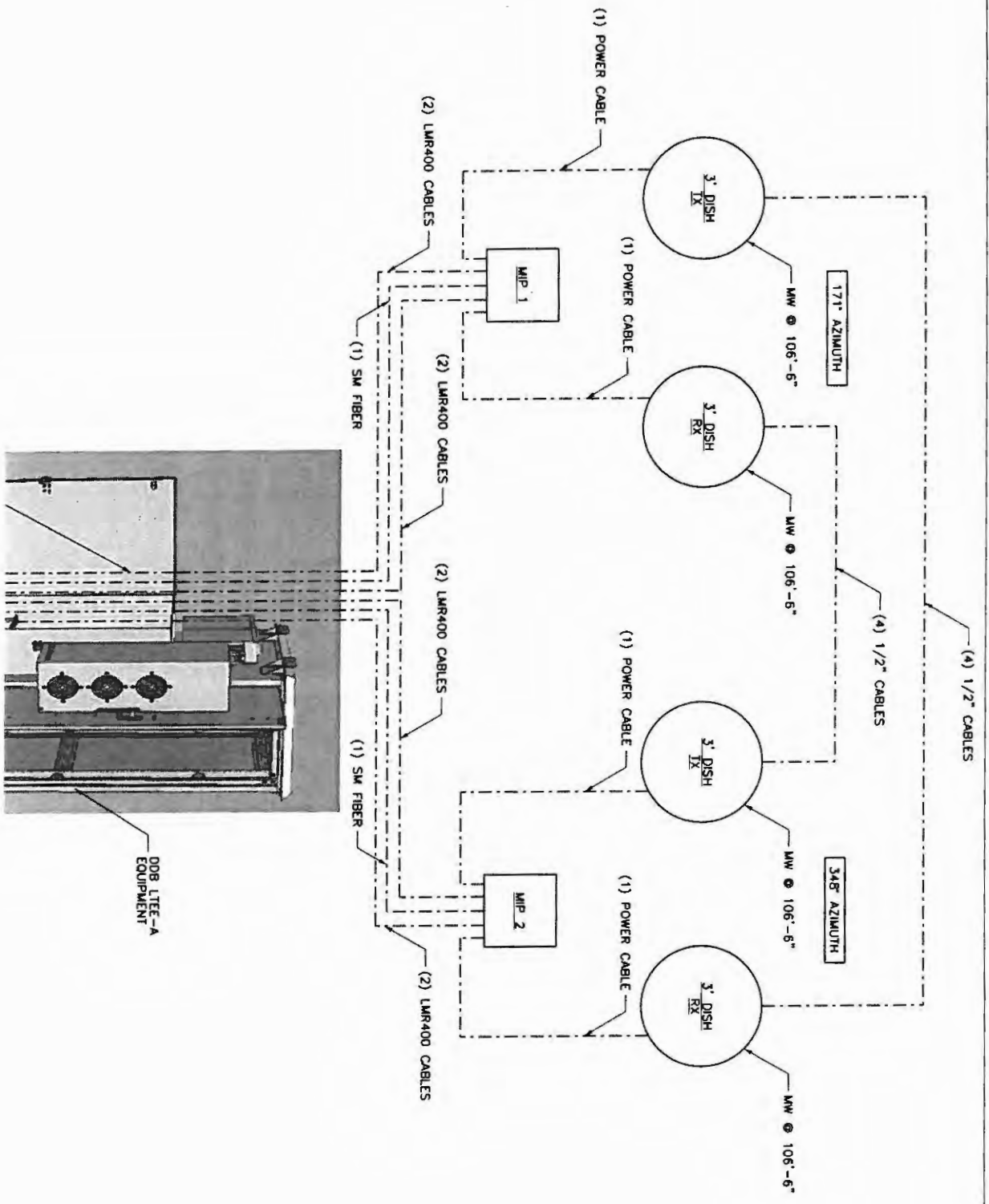
376A001-03-R-RX

3 RX TERMINAL LMS DETAIL

11x17 SCALE: NTS

22x34 SCALE: NTS





DIVISION 16 - ELECTRICAL NOTES:

- 1) GENERAL REQUIREMENTS
ALL REQUIREMENTS UNDER DIVISION ONE AND THE GENERAL AND THE SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL BE A PART OF THIS SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO BECOME THOROUGHLY FAMILIAR WITH ALL ITS CONTENTS AS TO REQUIREMENTS WHICH AFFECT THE DIVISION. THE WORK REQUIRED UNDER THIS DIVISION INCLUDES ALL MATERIAL, EQUIPMENT, APPLIANCES, AND LABOR REQUIRED TO COMPLETE THE ENTIRE SYSTEM AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS, OR INFERRED TO BE NECESSARY TO FACILITATE EACH SYSTEMS FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT SPECIFIED.
- 2) INSPECTION OF SITE
THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.
- 3) MATERIAL AND WORKMANSHIP
ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAME PLATE IDENTIFYING THE MANUFACTURER AND PROVIDING SUFFICIENT REFERENCE TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKMANSHIP SHALL BE OF THE FINEST POSSIBLE BY EXPERIENCED MECHANICS OF THE PROPER TRADE. IN GENERAL, ALL MATERIALS AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY. LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOOLS, MACHINERY AND EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE ELECTRICAL WORK SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE. ALL MATERIALS SHALL BE NEW, NEWSEY APPROVED.
- 4) COORDINATION
THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT THE VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE, AND WILL ALLOW PROPER SERVICE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DRAWINGS AND TO RELEVANT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, BEAMS AND OTHER STRUCTURAL MEMBERS AND TO FACILITATE CONCEALING CONDUIT IN THE MANNER ANTICIPATED IN THE DESIGN. THE CONTRACTOR SHALL PROVIDE MATERIALS WITH TRIM WHICH WILL FIT PROPERLY THE TYPES OF CEILING, WALL, OR FLOOR FINISHES ACTUALLY INSTALLED.
- 5) DIMENSIONS AND LAYOUTS
THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE BUILDING. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DETERMINE EXACT LOCATIONS BY JOB MEASUREMENTS, BY CHECKING THE REQUIREMENTS OF OTHER TRADES AND BY REVIEWING ALL CONTRACT DOCUMENTS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ERRORS WHICH COULD HAVE BEEN AVOIDED BY PROPER CHECKING AND INSPECTION.
- 6) ORDINANCES AND CODES
CONTRACTORS PERFORMANCE, WORKMANSHIP, AND MATERIALS SHALL COMPLY WITH THE LOCAL CONSTRUCTION CODES, NATIONAL ELECTRIC CODE, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES, OBTAIN AND PAY FOR ALL PERMITS.
- 7) SUBSTITUTIONS
THIS SPECIFICATION PROVIDES THAT THE BASE BID OF ALL CONTRACTORS SHALL INCLUDE THE PRODUCTS SPECIFICALLY NAMED, THE CONTRACTOR BEING PERMITTED TO SUBMIT IN THE FORM OF ALTERNATES, WITH HIS PROPOSAL, OF ANY OTHER MANUFACTURERS FOR SIMILAR USE. PROVIDED THE DIFFERENCE IN COST, IF ANY, IS SPECIFIED IN EACH CASE. THE TERMS "APPROVED", "APPROVED EQUAL", OR "EQUAL" SHALL MEAN APPROVED BY THE ENGINEER AS AN ACCEPTABLE
- 9) OPERATION AND MAINTENANCE INSTRUCTIONS
SUBMIT TO THE OWNER THREE COPIES EACH OF MATERIAL FOR MAINTENANCE AND OPERATION INSTRUCTION MANUALS, APPROPRIATELY BOUND INTO MANUAL FORM INCLUDING APPROVED COPIES OF MANUFACTURERS CATALOG SHEETS, WIRING DIAGRAMS, MAINTENANCE INSTRUCTIONS, OPERATING INSTRUCTIONS, AND PARTS LISTS, REVISED IF NECESSARY TO SHOW SYSTEM AND EQUIPMENT AS ACTUALLY INSTALLED. CONTRACTOR SHALL ALSO PROVIDE ADEQUATE VERBAL INSTRUCTIONS OF SYSTEM OPERATION TO OWNERS REPRESENTATIVE AT THE TERMINATION OF THE WORK.
- 10) START UP OF SYSTEMS
PRIOR TO START UP OF THE ELECTRICAL SYSTEMS THE CONTRACTOR SHALL CHECK ALL COMPONENTS AND DEVICES, LUBRICATE ITEMS ACCORDINGLY, AND TIGHTEN ALL SCREWED AND BOLTED CONNECTIONS. ADJUST TAPS ON EACH TRANSFORMER FOR RATED SECONDARY VOLTAGE. CHECK AND RECORD BUILDINGS SERVICE ENTRANCE VOLTAGE, GROUNDING CONDITIONS, GROUNDING RESISTANCE, AND PROPER PHASING, BALANCE ALL SINGLE PHASE LOADS AT EACH PANEL BOARD, REDISTRIBUTING BRANCH CIRCUIT CONNECTIONS UNTIL BALANCE IS ACHIEVED. REPLACE ALL BURNED-OUT LAMPS AFTER ALL SYSTEMS HAVE BEEN INSPECTED AND ADJUSTED. CONFIRM ALL OPERATING FEATURES REQUIRED BY THE DRAWINGS AND SPECIFICATIONS AND MAKE FINAL ADJUSTMENTS AS NECESSARY.
- 11) GUARANTEE
AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED.
- 12) INSPECTIONS
THIS CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING AND PAYING FOR ALL ELECTRICAL INSPECTIONS.
- 13) CLEANING
DIRT AND REFUSE RESULTING FROM THE PERFORMANCE OF THE WORK SHALL BE REMOVED FROM THE PREMISES AS REQUIRED TO PREVENT ACCUMULATION. THE CONTRACTOR SHALL COOPERATE IN MAINTAINING REASONABLE CLEAN PREMISES AT ALL TIMES, IMMEDIATELY PRIOR TO FINAL INSPECTION. THE CONTRACTOR SHALL MAKE A FINAL CLEANUP OF DIRT AND REFUSE FROM HIS WORK. THE CONTRACTOR SHALL CLEAN ALL MATERIAL AND EQUIPMENT INSTALLED UNDER THE ELECTRICAL CONTRACT. DUST, PLASTER, STAINS AND FOREIGN MATTER SHALL BE REMOVED FROM ALL SURFACES. DAMAGED FINISHES SHALL BE TOUCHED AND RESTORED TO THEIR ORIGINAL CONDITION.
- 14) CUTTING AND PATCHING
THIS CONTRACTOR SHALL DO ALL CUTTING OF WALLS, FLOORS, CEILINGS, ETC. AS REQUIRED TO INSTALL WORK UNDER THIS SECTION. CONTRACTOR SHALL OBTAIN PERMISSION OF THE OWNER BEFORE DOING ANY CUTTING. ALL HOLES SHALL BE CUT AS SMALL AS POSSIBLE. CONTRACTOR SHALL PATCH WALLS, FLOORS, ETC. AS REQUIRED BY WORK UNDER THIS SECTION. ALL PATCHING SHALL BE THOROUGHLY FIRST CLASS AND SHALL MATCH THE ORIGINAL MATERIAL AND CONSTRUCTION. ALL CORE DRILLING SHALL REQUIRE LOCATING REBAR VIA X-RAY.
- 15) ROUGH-IN
COORDINATE WITHOUT DELAY ALL ROUGH-IN WITH GENERAL CONSTRUCTION. ALL CONDUIT ROUGH-IN SHALL BE CONCEALED EXCEPT IN UNFINISHED AREAS AND WHERE OTHERWISE SHOWN.
- 16) CONDUIT
ALL CONDUIT SHALL BE RUN CONCEALED EXCEPT WHERE OTHERWISE NOTED. ALL CONDUIT RUN EXPOSED TO WEATHER, OR OTHER HAZARDOUS CONDITIONS SHALL BE RIGID GALV. PAINTED STEEL. ALL OTHER CONDUIT MAY BE E.M.T.W. COMPRESSION FITTINGS WHERE APPROVED BY LOCAL CODE. FINAL CONNECTION TO EACH MOTOR AND TO ANY DEVICE WHICH WOULD OTHERWISE TRANSMIT MOTION, VIBRATION, OR NOISE, SHALL BE IN FLEXIBLE METAL CONDUIT WHERE FLEXIBLE METAL CONDUIT IS EXPOSED TO LIQUIDS, VAPORS OR SUNLIGHT. LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE USED. ALL FLEXIBLE METAL CONDUIT SHALL BE PROVIDED WITH AN INSULATED GROUND WIRE.

CONDUIT INSTALLATION

- A. ALL WIRING SHALL BE RUN IN CONDUIT. EXPOSED AND CONCEALED INSTALLATION.
- B. CONDUIT SHALL BE CONCEALED IN WALLS OR FLOORS WHEREVER POSSIBLE. ALL CONDUIT RUNS ARE PARALLEL IN SPACE.
- C. CONDUIT SHALL BE INSTALLED TO REQUIREMENTS OF STRUCTURE AND TO REQUIREMENTS OF ALL OTHER WORK ON THE PROJECT. CONDUIT SHALL BE INSTALLED TO CLEAR ALL OPENINGS, DEPRESSIONS, PIPES, DUCTS, REINFORCING STEEL, ETC. CONDUIT SET IN FORMS FOR CONCRETE SHALL BE INSTALLED IN SUCH A MANNER THAT INSTALLATION WILL NOT AFFECT THE STRENGTH OF THE STRUCTURE. EXCEPT WHERE APPROVED IN WRITING BY THE ARCHITECT, NO CONDUIT SHALL BE RUN IN A SLAB ON GRADE. CONDUIT SHALL BE LOCATED IN GRANULAR FILL BELOW SLABS ON GRADE.
- D. CONDUITS SHALL BE INSTALLED CONTINUOUS BETWEEN CONNECTIONS TO OUTLETS, BOXES AND CABINETS WITH A MINIMUM POSSIBLE NUMBER OF BENDS AND NOT MORE THAN THE EQUIVALENT OF FOUR 90 DEGREE BENDS BETWEEN CONNECTIONS. BENDS SHALL BE SMOOTH AND EVEN AND SHALL BE MADE WITH CONDUIT OR FLANKING CHANNEL. RADII OF BENDS SHALL BE AS LONG AS POSSIBLE AND NEVER SHORTER THAN THE CORNER RADIUS OF TRADE ELBOW. LONG RADIUS ELBOWS SHALL BE USED WHERE NECESSARY.
- E. CONDUITS SHALL BE SECURELY FASTENED IN PLACE WITH APPROVED STRAPS, HANGERS AND STEEL SUPPORTS AS REQUIRED. SINGLE CONDUITS FOR FEEDERS SHALL BE HUNG WITH MALLEABLE SPURT HANGERS WITH ROD AND TURNBUCKLE SUSPENSION FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. GROUPS OF HORIZONTAL FEEDER CONDUITS SHALL BE CLAMPED TO UNDRISTRICT STEEL CHANNELS AND SUSPENDED FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. VERTICAL FEEDER CONDUITS SHALL BE SECURELY CLAMPED TO STRUCTURAL STEEL MEMBERS ATTACHED TO STRUCTURE. CABLE CLAMPS SHALL BE INSTALLED FOR SUPPORT OF VERTICAL FEEDERS WHERE REQUIRED. CONDUIT SUPPORTS SHALL BE ADDED WITHIN 12" AT ONE END OF ALL BENDS. CONDUIT SHALL NOT BE SUPPORTED FROM SUSPENDED CEILING COMPONENTS.
- F. CONDUIT ENDS SHALL BE REMEDED BEFORE INSTALLATION AND ALL CONDUIT SHALL BE THOROUGHLY CLEANED BEFORE INSTALLATION AND KEPT CLEAN AFTER INSTALLATION. OPENINGS AND BOXES SHALL BE PLUGGED OR COVERED AS REQUIRED TO KEEP CONDUIT CLEAN DURING CONSTRUCTION AND ALL CONDUIT SHALL BE FISHED CLEAN FOR OBSERVATIONS BEFORE THE PULLING OF WIRES. ALL CONDUIT SHALL BE OF AMPLE SIZE FOR PULLING OF WIRE AND SHALL NOT BE SMALLER THAN CODE REQUIREMENTS AND NOT LESS THAN 1/2" IN SIZE.
- G. ALL ELECTRICAL WORK SHALL BE PROTECTED AGAINST DAMAGE DURING CONSTRUCTION. ANY WORK DAMAGED OR MOVED OUT OF LINE AFTER ROUGHING-IN SHALL BE REPAIRED TO MEET ENGINEERS APPROVAL WITHOUT ADDITIONAL COST TO THE OWNER.
- H. CONDUIT TERMINATIONS AT PANEL BOARDS AND JUNCTION BOXES SHALL BE ALIGNED AND INSTALLED TRUE AND PLUMB.
- I. INSTALL APPROVED EXPANSION FITTING WHERE CONDUIT OR EXP. PASSES THROUGH EXPANSION JOINTS.
- J. INSTALL A PULL WIRE IN EACH EMPTY CONDUIT WHICH IS LEFT BY THE CONTRACTOR FOR INSTALLATION OF WIRES OR CABLES BY OTHERS.
- K. MAKE ALL JOINTS AND CONNECTIONS IN A MANNER WHICH WILL INSURE MECHANICAL STRENGTH AND ELECTRICAL CONTINUITY.
- L. THRU-WIRING OF LIGHT FIXTURES IS NOT PERMITTED.

BUSHINGS AND LOCKOUTS

- 18) WHERE CONDUITS ENTER BOXES, THEY SHALL BE RIGIDLY CLAMPED TO THE BOX BY A BUSHING ON THE INSIDE AND A LOCKNUT ON THE OUTSIDE. AND CONDUIT SHALL ENTER THE BOX SQUARELY. BUSHINGS AND LOCKNUTS SHALL BE MADE OF GALVANIZED MALLEABLE IRON AND SHALL HAVE SMOOTH, CLEAN-CUT THREADS WHERE THIN-WALL CONDUIT ENTERS A BOX. PROVIDE EMIT CONNECTIONS; USE INSULATED GROUNDING BUSHINGS WHEREVER CONNECTION IS SUBJECT TO VIBRATION OR MOISTURE.

WIRES

- 19) ALL WIRE SHALL HAVE COPPER CONDUCTORS. WITH U.L. LABEL, AND 600 VOLT INSULATION. ALL WIRE SHALL BE RUN IN CONDUIT. ALL FEEDER AND BRANCH CIRCUIT WIRE #8 AWG AND LARGER SHALL BE TYPE THHN OR XHHW, BOTH WITH STRANDED CONDUCTORS. ALL WIRE #10 AWG AND SMALLER SHALL BE TYPE THHN (WEI) OR DAMP LOCATIONS ON THIN, DRY LOCATIONS ONLY AND ABOVE GRADE). BOTH WITH SOLID CONDUCTORS. WIRE WITHIN FLUORESCENT FIXTURE CHANNELS SHALL BE TYPE THHN. ALL BRANCH CIRCUIT WIRING SHALL NOT BE SMALLER THAN #12 AWG WIRE. CONTROL WIRING SHALL HAVE RGV INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISHED SPECIFIED FUNCTION.

WHERE WIRE IS INDICATED TO BE INSTALLED BUT THE CONNECTIONS INDICATED "FUTURE" OR "BY OTHERS" CONTRACTOR SHALL LEAVE A MINIMUM OF 3 FEET OF "PIGTAIL" AT THE BOX, TAP THE ENDS OF THE CONDUCTORS, AND COVER THE BOX.

- F. THE NUMBER OF CURRENT CARRYING CONDUCTORS IN A SPECIFIC CONDUIT RUN ARE INDICATED WITH CROSS LINES ON EACH CONDUIT RUN ON THE DRAWINGS. IN GENERAL, DIRECTION OF BRANCH CIRCUIT SHALL BE RUN AS INDICATED ON THE DRAWINGS. COMPLETE WITH CIRCUIT NUMBERS AND PANEL BOARD DESIGNATION. THE CONTRACTOR SHALL CONTINUE ALL SUCH "HOME RUN" WIRING TO THE DESIGNATED PANEL BOARD, AS THOUGH CONDUIT RUNS WERE INDICATED IN THEIR ENTIRETY.
- G. CONDUCTORS SHALL HAVE INSULATION OF THE PROPER COLOR TO MATCH N.E.C. COLOR CODE SYSTEM. IN LARGER WIRE SIZES WHERE PROPERLY COLORED INSULATION IS NOT AVAILABLE, THE CONTRACTOR SHALL USE VINYL PLASTIC ELECTRICAL TAPE OF THE APPROPRIATE COLOR AROUND EACH CABLE AT ALL TERMINATION POINTS, JUNCTION AND PULL BOXES.
- H. ALL TERMINAL BLOCKS AND WIRE TERMINALS FOR CONTROL WIRING SHALL BE PROPERLY NUMBERED FOR IDENTIFICATION WITH VINYL STICK-ON MARKERS OR EQUIVALENT.
- I. ALL BRANCH CIRCUITS SHALL HAVE AN EQUIPMENT GROUND CONDUCTOR INSTALLED IN THE BRANCH CIRCUIT RACEWAY, SIZED IN ACCORDANCE WITH N.E.C. TABLE 250-95.
- J. VOLTAGE DROP IN BRANCH CIRCUITS SHALL NOT EXCEED 2%.
- K. HOMERUNS AND BRANCH CIRCUIT WIRING FOR 277V OR 120V CIRCUITS SHALL BE AS FOLLOWS:

LENGTH - FT	#12	#12
5'-100	#10	#12
101-150	#8	#10

JUNCTION BOXES, PULL BOXES, CABINETS AND WIREWAYS

- 21) PROVIDE JUNCTION BOXES, PULL BOXES, CABINETS, AND WIREWAYS WHEREVER NECESSARY FOR PROPER INSTALLATION OF VARIOUS ELECTRICAL SYSTEMS ACCORDING TO THE NATIONAL ELECTRICAL CODE AND WHERE INDICATED ON THE DRAWINGS. SIZE AS REQUIRED FOR THE SPECIFIC FUNCTION OR AS REQUIRED BY THE NATIONAL ELECTRICAL CODE, WHICHEVER IS LARGEST. CONSTRUCTION SHALL BE OF A NEMA DESIGN SUITABLE FOR THE ENVIRONMENT INSTALLED.

OUTLET BOXES

- 22) ALL OUTLETS INCLUDING LIGHT SWITCH RECEPTACLE AND SIMILAR OUTLETS, SHALL BE NATIONAL ELECTRICAL APPLICTION, STEEL, GYI, RACO OR APPROVED EQUAL GALVANIZED STEEL KNOCKOUT BOXES. SIZE AS TABLE IN DESIGN TO THE PURPOSE THEY SERVE AND THE SPACE THEY OCCUPY. SIZE AS REQUIRED FOR THE SPECIFIC FUNCTION OR AS REQUIRED BY THE NATIONAL ELECTRICAL CODE, WHICHEVER IS LARGEST. ALL OUTLET BOXES SHALL BE ACCURATELY SET AND RIGIDLY SECURED IN POSITION.

EQUIPMENT IDENTIFICATION

- 23) THE CONTRACTOR SHALL FURNISH AND INSTALL EQUIPMENT IDENTIFICATION NAMEPLATES ON ALL PANEL BOARDS, TIME SWITCHES, ETC. INCLUDING SWITCHES IN DISTRIBUTION PANELS, OUTLETS, PHONO DATA & LIGHT SWITCHES. NAMEPLATES SHALL BE ENGRAVED PHENOLIC PLASTIC, AND SHALL BE PERMANENTLY ATTACHED TO THE EQUIPMENT. NAMEPLATES SHALL CLEARLY IDENTIFY EACH ITEM AND WHAT IT CONTROLS.

ELECTRICAL SERVICE

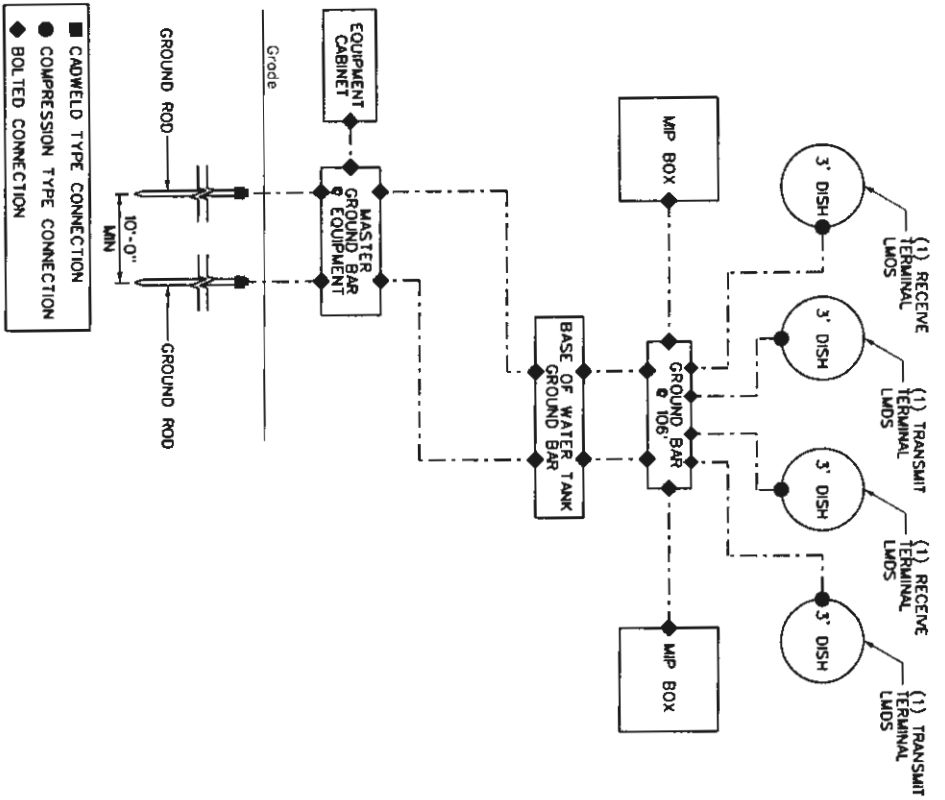
- 24) SEE DRAWINGS FOR TYPE, SIZE, VOLTAGE, PHASE, ETC.

GROUNDING

- 25) THE ELECTRICAL SERVICE, ALL EQUIPMENT, CONDUCTORS, CONDUITS, MOTOR FRAMES, ETC. IN THIS CONTRACT WHICH REQUIRE GROUNDING SHALL BE PERMANENTLY AND EFFECTIVELY GROUNDING BY THIS CONTRACTOR IN A THOROUGH AND EFFICIENT MANNER IN CONFORMANCE TO THE ELECTRICAL CODE AND/OR NATIONAL ELECTRICAL CODE, WHICH EVER IS MORE STRINGENT.

DISCONNECT SWITCHES

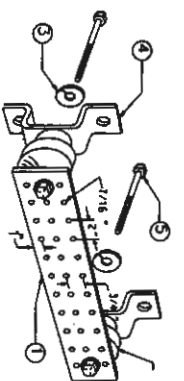
- 26) CONTRACTOR SHALL FURNISH AND INSTALL SQUARE D OR GENERAL ELECTRIC FUSED OR NON-FUSED (AS NOTED OR REQUIRED) NEMA HEAVY DUTY EXTERNALLY OPERATED SAFETY SWITCHES WHERE NOT FURNISHED WITH THE STARTING EQUIPMENT. AND AT ALL OTHER POINTS REQUIRED BY CODE. FUSE HOLDERS SHALL HAVE CLASS R REJECTION FEATURE. CONSTRUCTION SHALL BE OF A NEMA DESIGN SUITABLE FOR THE ENVIRONMENT INSTALLED IN, INDOOR NEMA-12, EXTERIOR NEMA-4X.



GROUNDING NOTES:

ALL INSTALLED EQUIPMENT SHALL BE GROUNDED AS REQUIRED BY ALL GOVERNING CODES AND REGULATIONS. THE EQUIPMENT SHALL CONSIST OF BUT IS NOT LIMITED TO THE FOLLOWING:
 -ELECTRICAL SERVICE
 -CONDUITS AND ALL CONDUCTOR ENCLOSURES
 -NEUTRAL OR IDENTIFIED CONDUCTOR OF INTERIOR WIRING SYSTEM
 -NON-CURRENT CARRYING METAL PARTS OF FIXED EQUIPMENT i.e. MOTOR CASINGS, CONTROLLER CABINETS, LIGHTING FIXTURES etc.
 GROUNDING SYSTEM WILL CONFORM TO ALL LOCAL AND NATIONAL CODES. TO INCLUDE THE SPRINT SPECIFICATIONS REGARDING GROUNDING.
 ALL GROUND TESTING WILL BE PERFORMED IN THE PRESENCE OF THE METRO CONSTRUCTION COORDINATOR OR HIS DESIGNEE.

NOTE:
ALL GROUND BARS TO HAVE A THIN COAT OF ANTI-CORROSIVE COMPOUND



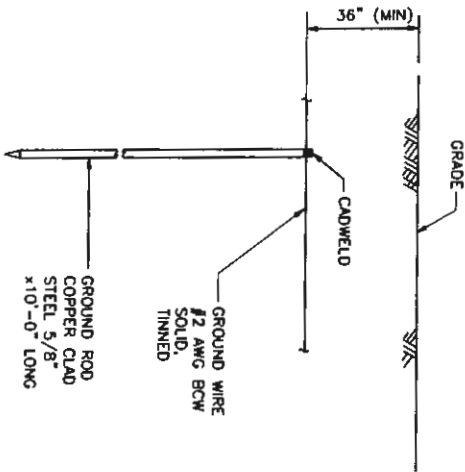
LEGEND

- 1- STAINLESS STEEL GROUND BAR, 1/4" x 4" x 20", NEWTON INSTRUMENT CO. CAT. NO. B-6142. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
- 2- INSULATORS, NEWTON INSTRUMENT CAT. NO. 3061-4
- 3- 5/8" LOCKWASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-B
- 4- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT. NO. A-6056
- 5- 5/8"-11 x 1" H.H.C.S. BOLTS, NEWTON INSTRUMENT CO. CAT. NO. 3012-1

2 GROUND BAR DETAIL

11"x17" SCALE: NTS

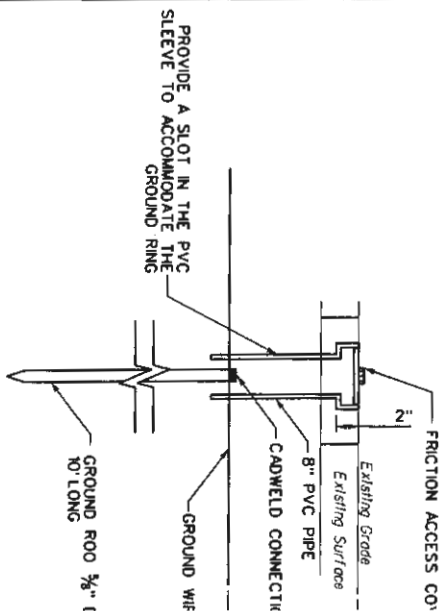
22"x34" SCALE: NTS



4 GROUND ROD W/ INSPECTION SLEEVE DETAIL

11"x17" SCALE: NTS

22"x34" SCALE: NTS



3 GROUND ROD DETAIL

11"x17" SCALE: NTS

22"x34" SCALE: NTS

NOTE:
USE THE SPECIFIED DISTANCE AS A MINIMUM DISTANCE AND EXTEND FURTHER AS NEEDED. IT IS PREFERRED THAT THE GROUND KITS BE INSTALLED ON THE HORIZONTAL. THIS MAY REQUIRE THAT THE GROUND KITS ARE INSTALLED SEVERAL FEET FROM THE CONNECTOR AND THIS IS ACCEPTABLE.

NOTES:
1 DO NOT INSTALL COAX GROUND KIT AT ANY REFINES AND ALWAYS

RESOLUTION 20-49
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MAY 13, 2020

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: **VANNOY**

Seconded by Commissioner: **SANCHEZ**

WHEREAS, Passaic Valley Water Commission ("PVWC") holds leaseholds rights to certain property in the Borough of Lodi, County of Bergen, State of New Jersey ("the Borough"), pursuant to a certain Lease Agreement between PVWC and the Borough, entered into in 1997 and running through the year 2027 ("the PVWC-Borough Lease Agreement"), subject to further extension by agreement between the parties on which PVWC operates public water utility facilities ("the PVWC Lodi Facilities"); and

WHEREAS, located on the PVWC Lodi Facilities site, there exists a certain public water utility water tank tower, constructed by PVWC, referred to as the Harrison Avenue Elevated Water Storage Tank ("the Tank Tower"); and

WHEREAS, McKay Brothers, LLC ("McKay"), a telecommunications service provider, desires to contract for and obtain license from PVWC for the use of certain spaces on and about the Water Tower to install, maintain, operate, replace, and/or remove at its own cost, antenna equipment, supporting equipment, enclosures/cabinets, and related cabling equipment for the purpose of constructing, installing, maintaining, and operating a wireless communications antenna facility and, including but not limited to the use of a repeater site to boost signal using microwave dishes, base station, equipment shelters, cabinets, emergency power generators, cables and utility lines, and related personal property ("License"), the License having heretofore been executed by McKay; and

WHEREAS McKay having been earlier authorized to enter, through its agents, the leasehold area, for purpose of conducting "line of sight" testing of the suitability of the proposed antenna site for telecommunications services; and

WHEREAS, the engineering and construction of the Harrison Avenue Water Tank in 2017-2018, provided for certain antennae mounting points so that telecommunication antenna might be affixed to the Water Tower in anticipation of such requests from telecommunications service providers, such as McKay; and

WHEREAS, McKay has agreed to pay PVWC the sum of \$24,000.00 per year for the privilege and License to utilize the Water Tower in the manner described in the License, adjusted annually on the anniversary date of the commencement of the agreement by 3%, terms, which has been represented as being reasonable and consistent with market rates for comparable licenses; and

WHEREAS, McKay acknowledges within the License that this License is not exclusive and that PVWC already has at least one antenna mounted on the Water Tower and reserves the right to extend similar licenses to telecommunication providers on terms compatible with McKay's License; and

WHEREAS, PVWC recognizes its duty to keep its customers water rates as low as reasonably possible, consistent with safe and effective service, and therefore, lawfully accepts additional, non-utility, revenue to offset any potential rate increases in the future; and

WHEREAS, Waters, McPherson, McNeill, P.C., as Special Counsel to PVWC, has reviewed the attached License agreement (Exhibit A) with McKay and has recommended its approval by the PVWC Board of Commissioners, the License providing terms of indemnity and insurance of PVWC, as well as provisions ensuring compatibility with water utility operations; and

WHEREAS, entry of the License on the terms provided for therein, will also facilitate the Borough's realization of equivalent revenue, under arrangement directly between the Borough and McKay, as consideration for the Borough's reasonable consent to the License as lessor under PVWC Lease Agreement;

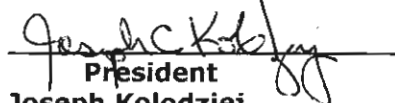
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

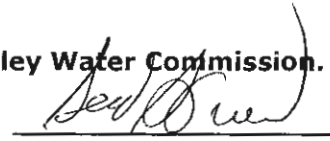
That the appropriate officers of the Commission are hereby authorized to execute the License and implement the terms thereof, in accordance with this Resolution and the submissions provided in connection therewith.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

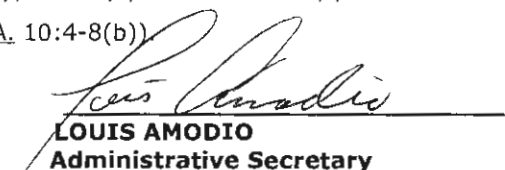

 President
 Joseph Kolodziej


 Secretary
 Gerald Friend

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 of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of May 13, 2020, conducted electronically, on duly published notice, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-8(b)).


 LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**Agreement between Passaic Valley Water Commission and McKay
Brothers, LLC**

EXHIBIT A

MEMORANDUM

TO: PVWC LAW DEPARTMENT; ENGINEERING DEPARTMENT

FROM: WATERS, McPHERSON, McNEILL, P.C.
SPECIAL COUNSEL

Date: May 4, 2020

FILE: PVWC - ANTENNA LICENSES

RE: PROPOSED RESOLUTION AUTHORIZING EXECUTION OF ANTENNA
MOUNTING LICENSE WITH TELECOMMUNICATION PROVIDER, MCKAY
BROTHERS, LLC:

Lodi Harrison Avenue Water Tank Tower

A. Prior License Provided to Telecommunication Provider at Same Site.

In 2018, on recommendation of Special Counsel, the Board of Commissioners of the Passaic Valley Water Commission ("PVWC") authorized entry of a non-exclusive license to APSARA, a telecommunications provider, for placement of wireless telecommunications equipment on the then-recently finished Harrison Avenue Elevated Water Storage Tank ("the Water Tower") in the Borough of Lodi ("the Borough"). (PVWC, of course, leases the Lodi water system under long-term lease with the Borough).

APSARA had been granted a non-exclusive license from PVWC for the use of space on the Water Tower to install, operate, and/or remove at its own cost, a telecommunications antenna equipment and related equipment.

The Water Tower was newly constructed in early 2018, replacing an obsolescent tank, which had been fitted with antenna mounting points in anticipation that multiple telecommunications providers would be interested in obtaining the kind that APSARA had contracted with PVWC to install in 2018.

In reciprocity for this license, APSARA agreed to pay PVWC the sum of \$24,000 per annum (scheduled to annual increase) for four successive two year terms. The license also provided for indemnification and insurance of PVWC.

The Borough and APSARA entered into a separate agreement under which APSARA provides the Borough with an equal annual payment. (The license entered into with APSARA was non-exclusive and permitted PVWC to issue licenses to other providers.)

To date, APSARA's operations have not interfered with either PVWC regular water supply operations involving the Water Tower or PVWC's own telemetry equipment transmitting operations.

B. McKay Brothers, LLC: Proposed Second Antenna License

Inquiry was recently made by another telecommunications provider, McKay Brothers, LLC ("McKay"), by its New Jersey counsel, regarding the possible entry of a license on terms similar to the license granted by PVWC to APSARA. McKay is in the business of providing electronic data transmission facilities for financial services companies. (McKay is represented by an established New Jersey firm, specializing in provision of antenna site procurement representation for telecommunications service providers.)

i. License for "Line of Sight" Testing Entry

In February 2020, as a first step in developing an antenna site, McKay requested access to the Water Tower premises in order to conduct Line of Sight ("LOS") testing. This testing is critical, as an unobstructed LOS is needed to transmission receiving targets.

A form of limited LOS test entry agreement was entered between PVWC and McKay, conforming with a form of test entry agreement, previously approved by the PVWC Board of Commissioners ("the Board") for the APSARA antenna proposal and for antennas proximate to PVWC's Totowa plant. The McKay test entry agreement provided for indemnification of PVWC and specified insurances, conforming with PVWC vendor insurance specifications, covering both the antenna developer and its testing contractor, and PVWC as additional named insured.

ii. Testing Results

Testing on the Water Tank Tower was performed in March and reported by McKay's counsel on March 23, 2020. Counsel for McKay requested a second entry in order for its independent architects and engineer to enter the Water Tank Premises for purposes of developing specifications and exhibits for an anticipated license agreement. A form of First Amendment to the Entry License authorizing this additional limited excess is attached hereto as Exhibit A.

C. Borough Consent to McKay Antenna License

Borough Counsel advised on March 23, 2020, that, as water system lessor, the Borough would consent to PVWC granting an antenna mounting license to McKay, provided that McKay enters into agreement with the Borough under the same terms and payment arrangement provided by McKay to PVWC. The Borough expressly references the 2018 APSARA arrangement, splitting the consideration between the Borough and PVWC as a template for a McKay-Borough Agreement.

D. Recommended Agenda Listing of Proposed Resolution and License Agreement for next Board Meeting 2020

A recommended form of antenna license agreement between PVWC and McKay and attached exhibits, as well as a proposed Resolution, are annexed hereto as Exhibits B and C, respectively. The Resolution summarizes PVWC's receipt of fair consideration and the antenna's developer's provisions of adequate insurance and indemnification terms.

The proposed form of antenna license is based on the last APSARA license approved by the PVWC Board and is the product of negotiations between counsel. With PVWC execution being subject to PVWC Board approval, McKay's counsel is to deliver a counterpart executed by McKay.

In addition to incremental, non-utility, revenue being thereby realized by PVWC, defraying utility operating costs, the general public interest and business community interests are also served in facilitating telecommunications services by licensing antenna space to McKay as noted in the Resolution. This license would again be on a non-exclusive basis, which would allow for the current APSARA antenna and for any future antenna installations that may be found technically compatible with the APSARA and McKay antennas. (As noted, the arrangement also engenders good will with the Borough, a bulk customer.)

i. Representation of Fair Consideration

The consideration to be received by PVWC is \$24,000.00 per annum (subject to scheduled annual increases), payable monthly. Under its own separate arrangements with McKay, the Borough will receive an equal annual payment, as confirmed in communications with both Borough Counsel and counsel for McKay.

Payment of monthly installments under the license would start upon commencement of antenna installation work. There is no

appreciable cost to PVWC as even electricity cost is allocated to the antenna developer.

ii. Developer Responsible for Approvals

As set forth in the license agreement, McKay is responsible for all regulatory approvals. The Borough's participation should also serve to expedite local land use regulatory reviews. Case law suggest that the Borough, as local land use authority, retains some degree of regulatory oversight of the antenna to the extent it constitutes a land use different from PVWC's water utility operations.

iii. License Term

The license term is for five years subject to annual fee increase, with three optional renewal periods, contingent upon PVWC continuing to operate the water tank tower for utility purposes.

CONCLUSION

For the foregoing reasons, including: provision of reasonable consideration; facilitation of useful telecommunications, which are generally recognized under land use law as being in the public interest; and accommodation of the Borough's desire to participate as lessor, it is recommended that:

- (1) the instant supporting memorandum;
- (2) the attached proposed form of PVWC Board Resolution (Exhibit C); and
- 3) the annexed forms of licensing agreement (Exhibit B) and entry authorization for design purposes (Exhibit A),

be listed on the PVWC Board of Commissioners' agenda for its next publicly noticed meeting.

1178403.2

PASSAIC VALLEY WATER COMMISSION

**Agreement between Passaic Valley Water Commission and McKay
Brothers, LLC**

EXHIBIT A

(On File and Available from PVWC's Administrative Secretary)

**ANTENNA SITE
LICENSE AGREEMENT**

for

HARRISON AVENUE/LODI SYSTEM WATER TOWER

Between

PASSAIC VALLEY WATER COMMISSION (Owner)

And

MCKAY BROTHERS, LLC (Licensee)

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Borough Water System Lease – **EXHIBIT A**

Description of Licensed Premises – **EXHIBIT B**

ANTENNA SITE LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of this ____ day of May, 2020 ("Effective Date") by and between Passaic Valley Water Commission, having offices at 1525 Main Avenue, Clifton, New Jersey 07011 ("PVWC") and McKay Brothers, LLC ("McKay Brothers") with offices at 2355 Broadway, Suite 206, Oakland, CA 94612 ("Licensee").

Background

WHEREAS, PVWC holds leasehold rights to certain property known as the Harrison Avenue Elevated Water Storage Tank ("the Water Tower"), in the Town of Lodi, County of Bergen, State of New Jersey, under a certain Lease Agreement between PVWC and the Borough of Lodi, New Jersey ("the Borough") pursuant to which, commencing in March 1997 the Borough leased its municipal water supply system to PVWC, as a legislatively chartered public water utility, for PVWC's exclusive control, operation and possession, for a term of years running from 1997 year of commencement until 2027, subject to further extension by agreement between PVWC and the Borough, a copy of this Lease Agreement being annexed hereto as Exhibit A, ("the Borough Water System Lease");

WHEREAS, the Water Tower was expressly included in a certain schedule annexed to the Borough Water System Lease, among the assets and facilities that PVWC is entitled to maintain, repair, and replace, as leasehold rights pursuant to the Borough Water System Lease;

WHEREAS, Licensee desires to contract for and obtain license from PVWC for the use of space on and about the Water Tower, as further described herein in Exhibit B annexed hereto (collectively the "Licensed Premises") and PVWC acknowledges and represents that it has the authority to enter into and be bound by the terms of this Agreement and that PVWC's execution of this Agreement will not violate any rules, ordinances, covenants, or the provisions of any mortgage, lease, including the Borough Water System Lease, and any other agreement binding upon PVWC; and

WHEREAS, PVWC hereby grants a license to Licensee of the Licensed Premises for placement of the Antenna Facilities (as defined below), together with necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B, located at Harrison Avenue, Lodi, New Jersey.

Accordingly, Licensee and PVWC agree as follows:

1. Grant.

(a) License. PVWC hereby grants to Licensee a non-exclusive license as set forth in Section 1(e) below (the "License"):

- i. To install, maintain, operate, replace and remove, at Licensee's sole cost, expense and risk, certain "Antenna Facilities" on the Licensed Premises as hereinafter defined.
- 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 License Premises ("Connecting Equipment") that connect various components of Licensee's Equipment. Licensee's Antenna Facilities, and Licensee's Connecting Equipment and backup electricity generator, are collectively referred to in this Agreement as "Licensee's Equipment".

(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 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) Independent Contractors. PVWC and Licensee acknowledge and 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, contributions 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 remuneration 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 grant or extend similar licenses to others; provided that, after reasonable and customary efforts by Licensee to adjust its operations from the Licensed Premises that are generally undertaken within Licensee’s industry to accommodate multiple locations of comparable antennas and equipment, such additional licenses do not render Licensee’s utilization of the site impractical or cause physical or technical (e.g., radiofrequency) interference with Licensee’s equipment. Notwithstanding the foregoing, Licensee will have sole rights to operating, transmitting and receiving equipment in the 27GHz thru 70GHz spectrum bands at this site.

2. License Fee.

(a) Amount. Licensee shall pay to PVWC an annual fee (the “License Fee”) of Twenty Four Thousand and 00/100 Dollars (\$24,000.00), each year of the term of this Agreement (the “License Term” as defined below), adjusted annually on the anniversary of the Commencement Date in each year by three percent (3%). The License Fee shall be prorated for any partial year falling within the License Term, except as otherwise provided in the event of early termination of this Agreement as a result of a default by the Licensee.

(b) Payment. The annual License Fee shall be payable in advance on the first day of each month, in twelve (12) equal monthly installments

(c) Confidentiality. PVWC and Licensee shall use their good faith efforts to refrain from disclosing the financial terms of this Agreement. Either party may disclose the financial terms of this Agreement when required by law or prior agreement.

3. Term: Hold-Over.

(a) Initial Term. The term of this Agreement (“License Term”) shall be five (5) years commencing on the date (a) Licensee begins construction of Antenna Facilities on the Licensed Premises or (b) twelve (12) months from the Effective Date, as reflected above, whichever occurs first (“Commencement Date”). Licensee shall promptly deliver written notice to PVWC of the Commencement Date, which shall in no event be later than the first anniversary of the effective date of this Agreement as defined herein. In the event that any additional new use of the Licensed Premises authorized by PVWC after the date hereof is found incompatible, with the meaning of the FCC standards, with Licensee’s operations notwithstanding best efforts by Licensee hereunder, Licensee’s operating shall be deemed first in time, and shall take

precedence.

(b) Renewal Subject to the Conditions. The Borough Water System Lease shall be in effect, or shall have been extended as necessary for each period. Licensee shall have the option to renew and extend this Agreement upon the same terms and conditions set forth herein, except as specifically stated herein, for three (3) additional periods of (5) years each (each a "Renewal Term"). This Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Licensee notifies PVWC in writing of Licensee's intention not to extend this Agreement at least ninety (90) days prior to the expiration of the first Term or any Renewal Term. Licensee's option to renew for the third through fifth Renewal Terms hereunder shall be subject to the further condition that PVWC shall be continuing to operate the Water Tank Tower for public water supply purposes.

(c) Hold-Over. 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. Use.

Licensee shall use the 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 Licensee 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 20% 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 practicable due to either technical limitations or regulatory prohibition, Licensee shall arrange, and install direct electric power supply and direct utility metering at its own expense; and

(d) Notwithstanding the availability of electric power from a PVWC electric power supply source, either party may at its sole determination, elect to procure, at its own expense, direct electric metering, or submetering, for electricity use by Licensee's Antenna Facilities.

6. Construction.

(a) Plans. Prior to the commencement of any installation, improvement or other alteration work, Licensee shall, at its sole cost, prepare and deliver to PVWC working drawings, plans, and specifications (collectively, "Plans"), detailing the location and size of the Licensee's Antenna Facilities and specifically describing the proposed construction and work at the Premises. No work shall commence until PVWC has approved, in writing, all applicable construction or installation Plans, which approval shall not be unreasonably withheld, conditioned or delayed. Approval or disapproval and required changes shall be delivered to Licensee within fifteen (15) working days after the receipt of the Plans from Licensee. If PVWC disapproves the Plans, PVWC will provide reasons for disapproval, and changes which would be necessary to make the plans acceptable. PVWC shall not be entitled to receive any additional consideration in exchange for giving its approval of Licensee's Plans.

(b) Quality of Construction; Repair of Damage. Licensee's installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, and consistent with such reasonable requirements as may be imposed by PVWC. Licensee shall, at its sole cost, repair or refinish any surface of the Licensed Premises that is damaged by or during the installation of Licensee's Equipment and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees, or by Licensee's Equipment, and shall repair any damage caused to the Licensed Premises in connection with the installation of Licensee's Equipment. If Licensee fails to repair or refinish any such damage within a reasonable time, PVWC may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse PVWC for all reasonable costs and expenses incurred in such repair or refinishing.

(c) Permits. PVWC agrees to cooperate with Licensee in obtaining, at Licensee's expense, prior to construction and work, all necessary local, municipal, state and federal permits, licenses, and other approvals ("Antenna Approvals"), copies of which shall be delivered to PVWC prior to commencement of construction and work. Licensee's Antenna Facilities shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Licensee's operations. Licensee shall prominently label any equipment with appropriate safety warnings as required by the same.

7. Certain Licensee Covenants.

(a) Maintenance. Licensee, through its designated and approved employees and 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 existing licensee's or other existing occupant's use or operation of communications 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 agreements with other persons or entities for any portions of PVWC'S leasehold under the Borough Water System Lease.

(d) Legal Requirements. 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) PVWC Not Liable. 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.

8. Access.

Licensee's authorized representatives shall have access to the Licensed Premises 24 hours a day, 7 days a week, for the purposes of installing, maintaining, operating, repairing and replacing Licensee's Antenna Facilities, and PVWC shall give Licensee ingress and egress through the Borough Water System during the License Term on advance notice to PVWC as may be reasonable under the particular circumstances necessitating ingress and egress. Advance notice of entry may be given, subject to PVWC's prompt confirmation, through Licensee's telephone contact of PVWC's maintenance department at (973) 340-4312.

9. Insurance.

Licensee shall maintain in force, at its expense, during the License Term, policies of insurance, including commercial general liability ("CGL") insurance, issued by a New Jersey Licensed insurer reasonably acceptable to PVWC, insuring Licensee and, as named insureds, PVWC, and any additional parties that PVWC may reasonably designate by written notice, providing coverage in the following amounts:

- i. General liability coverage on an occurrence basis with loss specific limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, expressly including Products liability, Owner-Contractors Liability, and completed operations coverages;
- ii. Automobile Liability Insurance providing combined single limit (per accident) coverage of \$1,000,000.00;
- iii. Workers' Compensation coverage conforming to New Jersey statutory requirements, including Employers Liability Limits of no less than \$500,000.00/\$500,000.00/ \$500,000.00 (each accident/each employee/policy limit); and
- iv. Excess/Umbrella Liability coverage, on terms of coverage coextensive with (following the form of) primary insurance hereunder with limits no less than \$1,000,000.00 per occurrence

and in aggregate, such that per occurrence coverage in total of \$2,000,000.00 shall be available (using any combination of primary and excess/umbrella coverage limits, for all coverages provided hereunder, including General Liability, Auto Liability, Owner-Contractors Liability, (including completed operations coverages) and Employer's Liability Insurance.

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) shall be on an occurrence basis, (iii) shall provide that it shall not be canceled without thirty (30) days prior written notice to PVWC (iv) shall be primary and will not seek contribution from any "other insurance" or self-insurance available to PVWC, (v) shall apply before any "other insurance" or self-insurance that is available to PVWC, and (vi) shall 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.

Licensee 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 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 System 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 the nature of subrogation, for any personal injury loss, or damage to property caused by, or resulting from risks required to be insured under this Agreement, pursuant to insurance policies carried by the Parties that are in force, or required to be in force, at the time of the loss or damage. The provisions of this section shall survive termination of this Agreement. Licensee shall secure endorsements of insurance hereunder expressly waiving subrogation, as provided for herein.

12. Liens.

Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material, or services claiming by, through, or under Licensee. Such liens shall be discharged by Licensee within thirty (30) days after written notice of filing thereof, by bonding, payment, or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings, any such liens so long as doing so shall stay the enforcement of any such lien. The provisions of this section shall survive termination of this Agreement.

13. Assignment or Other Transfer by Licensee.

Affiliates. Licensee may, on notice to PVWC, sell, convey, assign, or transfer its rights and obligations under this Agreement (i) to any parent or subsidiary company or to any company or partnership that is, on the effective date of this Agreement, controlled by, under the control of, or under common control with, Licensee (ii) to any entity which acquires all or substantially all of Licensee's assets or (iii) by reason of a merger, acquisition, divestiture or other business reorganization. In all other instances, Licensee may not sell, convey, assign or transfer its rights or obligations under this Agreement without the written consent of PVWC, which such consent shall not be unreasonably withheld, conditioned or delayed. Licensee shall not sublease, license, sublicense or assign the Licensed Premises to another party. The foregoing sentence shall not

prohibit the use of the Antenna Facilities or of Licensee's communications network for transmission of communications with third parties.

14. Hazardous Substances.

(a) No Hazardous Substances. Licensee shall not install any hazardous substance into or upon the Property. In the event that any hazardous substances are installed or brought into or upon the Licensed Premises by or on behalf of Licensee, then Licensee shall cause the removal of same within twenty-four (24) hours, or as soon as reasonably possible, after PVWC's demand, and Licensee shall indemnify, defend, and hold PVWC harmless from all liabilities, claims, losses, costs, damages, and expenses resulting from such hazardous materials or from PVWC's removal thereof. If Licensee shall discover, uncover, disturb, or otherwise reveal any pre-existing hazardous substances within the Licensed Premises in connection with Licensee's permitted activities, Licensee shall immediately stop any work in progress and report such findings to PVWC within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without PVWC's written approval.

(b) PVWC shall promptly cause the removal of any hazardous materials or substances from 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 regarding 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 (30) days after PVWC's receipt of notice of Licensee's discovery of the hazardous substances.

(c) Release. 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-existing 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.

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 periods 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 reasonably 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 not commenced, and diligently continued to cure, within twenty-four (24) hours, or as soon as reasonably possible, after Licensee's receipt of written notice by PVWC of such interference (provided such telecommunications or computer devices being interfered with are otherwise being operated in accordance with their respective license, manufacturer's specifications and any applicable laws and regulations);
- (d) If Licensee shall fail to remove any hazardous substances discharged in the Borough Water Supply System by or on behalf of Licensee within twenty-four (24) hours, or as soon as reasonably possible, after written notice of such condition by PVWC to Licensee;
- (e) The revocation of Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to franchise or regulate Licensee's provisioning of telecommunications services; or
- (f) The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Licensee, or an assignment for the benefit of creditors, or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver, or liquidator of Licensee or of any of the Licensee's property, or a proceeding by any governmental authority for the dissolution or liquidation of Licensee.

17. Termination; Remedies.

(a) PVWC's Right to Terminate. If Licensee fails to cure the occurrence giving rise to the event of default within any applicable cure period, PVWC may elect to terminate this Agreement and it may sue for any other damages to which PVWC may be entitled under this agreement;

(b) Licensee's Right to Terminate. Licensee may immediately terminate this Agreement upon thirty (30) day written notice to PVWC in the event that (i) any applications for governmental approvals are rejected or denied; (ii) any governmental approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by any governmental entity; (iii) Licensee determines that such governmental approvals may not be obtained in a timely manner; (iv) Licensee determines any structural analysis is unsatisfactory; (v) Licensee, in its sole discretion, determines that use of the Premises is no longer technically suitable, obsolete or unnecessary; or (vi) in the event that PVWC shall have caused some specifiable condition to exist within the Licensed Premises that materially interferes with Licensee's ability to make use of the Antenna Equipment, which, after notice to PVWC and after reasonable opportunity to cure shall remain unremedied. In the event of Termination hereunder by Licensee, PVWC shall not be responsible for any monetary loss to Licensee, including, but not limited to, the costs of replacement Antenna Equipment, securing a replacement site, lost profits or loss to Licensee arising from Third Party claims against Licensee predicated on service 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 Engineer 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 telephonic notice or notice by electronic communication medium.

In the event of exercise of right of cancellation hereunder by PVWC, PVWC's sole obligation to Licensee shall be to allow Licensee the opportunity to remove its Antenna Facilities, as provided for in this Agreement in the event of Termination pursuant to this Section 18.

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 Equipment and Licensee shall timely remove its Antenna Facilities, as provided for in this Agreement in the event of Termination pursuant to Section 18 (c) hereof.

19. Notices.

All demands or other notices, by or, by or from PVWC to Licensee, or by or from Licensee to PVWC, shall be in writing and shall be deemed given upon: (a) personal delivery to the addressee; (b) three (3) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or, (c) one business day after delivery to United States Postal Service Express Mail or a nationally recognized private overnight delivery service for which a receipt is provided. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

PVWC: to the address above stated, marked to the attention of James G. Duprey,
Director of Engineering, with copies to:

George T. Hanley
General Counsel, PVWC
1525 Main Avenue
Clifton, New Jersey 07011

Waters, McPherson, McNeill, P.C.
300 Lighting Way / P.O. Box 1560
Secaucus, New Jersey 07096-1560
201-863-4400
Attn: Kenneth D. McPherson, Jr.
kmj@lawwmm.com

Licensee: to the address above stated, with a copy to:

McKay Brothers, LLC
2355 Broadway, Suite 206
Oakland, California 94612
Attn: Mr. Bob Meade

Price Meese Shulman & D'Arminio, P.C.
50 Tice Boulevard
Woodcliff Lake, New Jersey 07677
Attn: Gregory D. Meese, Esq.
gmeese@pricemeese.com

20. No Implied Waiver.

The waiver either Party of any breach of any term, covenant, condition, or other provision of this Agreement shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant, condition, or other provision.

21. Subordination.

Licensee accepts this Agreement subject and subordinate to each mortgage, deed of trust, ground or underlying Agreement and/or other lien currently existing or hereafter arising upon all or part of the Property or the Licensed Premises and to any renewals, modifications, consolidation, refinancing, and extensions thereof. Licensee agrees that on written request

therefor any such mortgagee or other holder of a superior interest shall have the right at any time to written acknowledgement of the subordination of this Agreement stated in such terms and 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 benefit 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 protections 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 waives 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.

If any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, and the remaining provisions shall be interpreted so as to give the greatest effect possible thereto.

25. Governing Law

The construction, interpretation, and performance of this Agreement shall be in accordance with the laws of the jurisdiction of New Jersey in which the Licensed Premises is located.

26. Survival of Provisions.

Any obligation of the parties relating to monies owed, as well as those provisions relating to limitations on liability and actions, shall survive termination or expiration of this Agreement.

27. Force Majeure.

Whenever a period of time is prescribed in this Agreement for the taking of any action by PVWC or Licensee, PVWC or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials (not caused by the Party seeking the benefit of this section), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of PVWC or Licensee, occurring outside the customary and reasonably foreseeable scope of business contingencies. The provisions of this section shall not apply to the payment of fees or the payments of other monies to be paid under this Agreement. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the Party claiming such excuse shall promptly give written notice to the other Party hereto of any event or occurrence that it believes falls within the contemplation of this section.

28. Successors in Interest.

Successors and Assigns. The terms, covenants, conditions, and other provisions contained in this Agreement shall bind and inure to the benefit of PVWC and Licensee and,

except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors, and assigns.

29. Entire Agreement, Amendment, Counterparts.

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the Parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the Parties. This Agreement may be executed in counterpart copies, each of which shall constitute an original and all of which, when taken together, shall constitute this Agreement.

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 page intentionally left blank]

IN WITNESS WHEREOF, PVWC and Licensee have executed this Agreement in multiple original counterparts as of the date first above written.

Licensee:

McKay Brothers, LLC

By: _____

Name:

Title: President and Director

Owner:

PASSAIC VALLEY WATER COMMISSION

By: _____

Name: SIGNATORY

Title: Authorized Signatory

EXHIBIT A

Borough Water System Lease

(see attached)

EXHIBIT B

Description of Licensed Premises

(see attached)

1179194.2



Mckay Brothers

2355 Broadway
Suite 206
Oakland, CA 94612

SCOPE OF WORK:

The installation of an Unmanned Telecommunications (UT) including an Equipment Cabinet, Antenna, and Associated Appurtenances On an Existing Property.

PROJECT DIRECTORY:

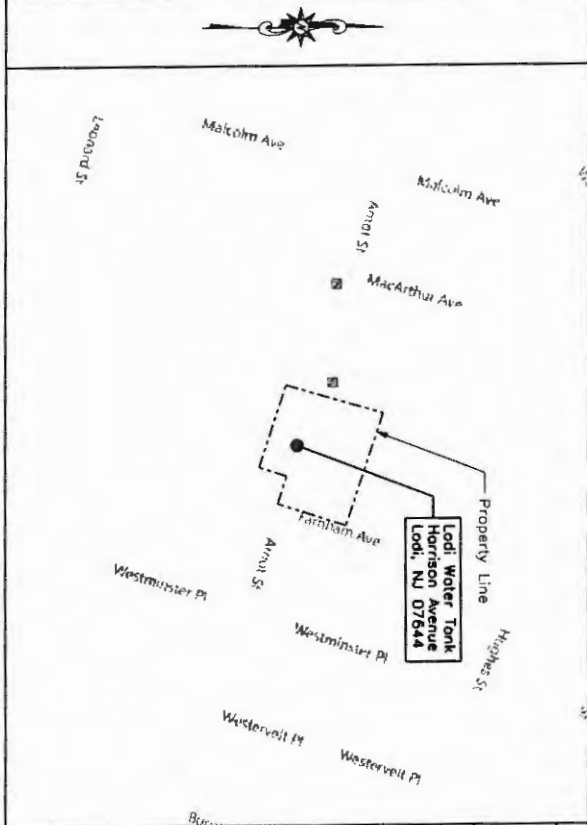
APPLICANT:
Mckay Brothers, LLC
2355 Broadway
Oakland, CA 94612

PROPERTY OWNER:
Borough of Lodi
One Memorial Drive
Lodi, NJ 07644

MCKAY PROJECT MANAGER:
Joe Masella
(800) 984-7120
Virtual Project
(352) 912-7192



KEY MAP NOT TO SCALE



LOCATION MAP NOT TO SCALE

SITE COORDINATES

LATITUDE: N40°52'48.63" (NAD83)
LONGITUDE: W74°05'36.09" (NAD83)
GROUND ELEVATION: 158 +/- (NAVD88)

LEGAL DESCRIPTION:

BLOCK: 51
LOT: 22
ZONE: EXEMPT
MAP #: 4

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN
S2	ELEVATION
S3	EQUIPMENT LAYOUT PLAN
S4	ANTENNA LAYOUT PLAN AND DETAIL
S5	DETAILS
S6	DETAILS
RF1	ROUTING CONFIGURATION

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (A-J) FOR THE LOCATION. THE EDITION OF THE A-J ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY

ELECTRICAL CODE:
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY

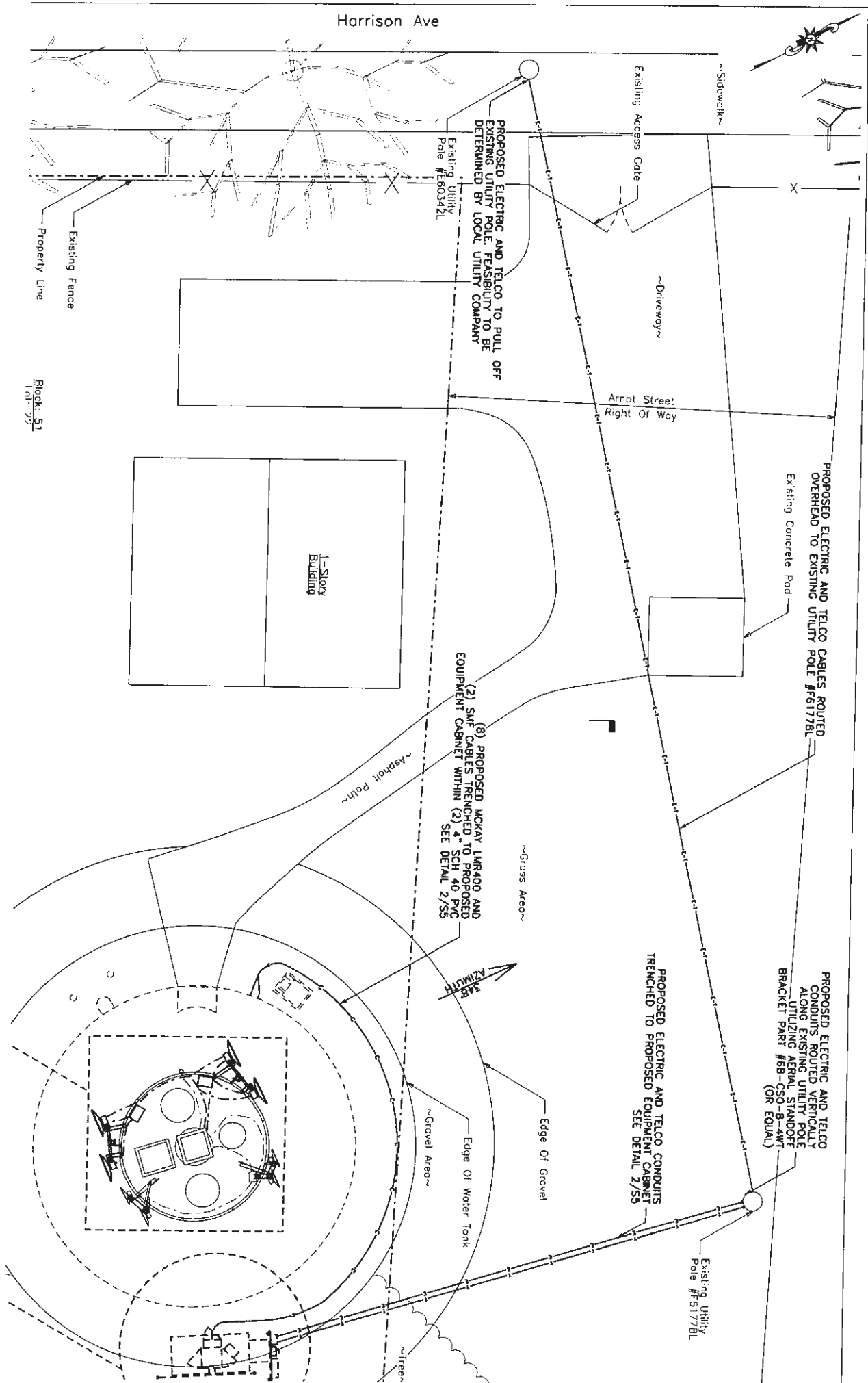
LIGHTNING PROTECTION CODE:
NFPA 780-2017, NATIONAL LIGHTNING PROTECTION CODE

GENERAL NOTES:

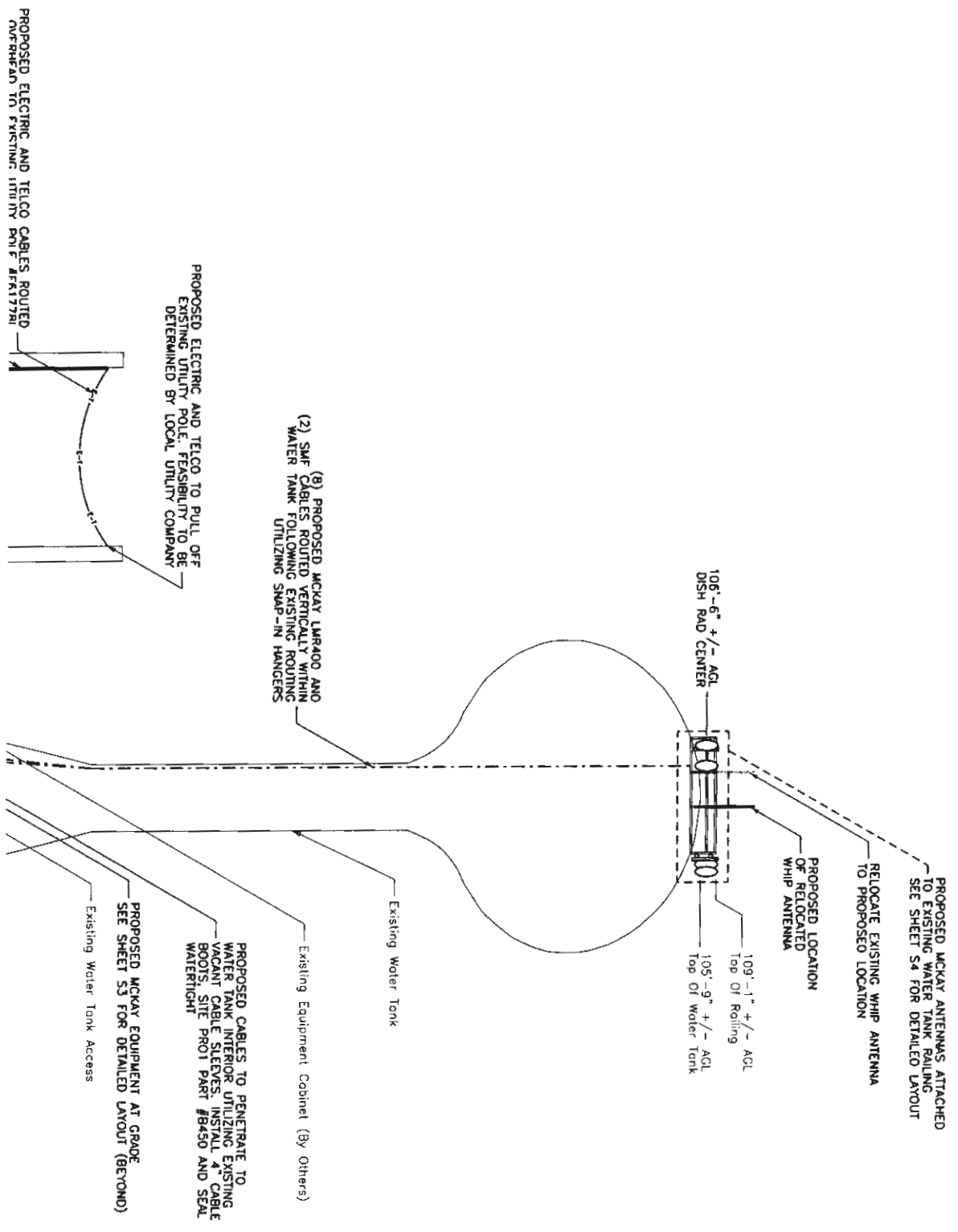
1. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS PLAN SET.
2. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
3. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE DERIVED FROM LIMITED FIELD OBSERVATIONS MADE FOR THIS PROJECT. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
4. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. BUILDING COMPONENT CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF THE ENGINEER, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
7. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/WELDING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH THE ENGINEER MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. THE ENGINEER HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
10. THE ENGINEER HAS NOT PERFORMED AN INSPECTION FOR ASBESTOS OR OTHER HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS. ROUTING SHALL NOT IMPEDE UPON REQUIRED PASSAGEWAYS OR MEANS OF EGRESS.
14. THE CONTRACTOR SHALL PROVIDE NEW PENETRATIONS FOR ROUTING THROUGH FIRE RATED ASSEMBLIES AND FIRE STOP ALL PENETRATIONS AS PER CODE. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE THE FIRE RATINGS OF BUILDING COMPONENTS IF EXISTING PENETRATIONS ARE USED FOR NEW ROUTING.
15. ALL DISTURBED AREAS SHALL BE PREPARED TO MATCH EXISTING ADJACENT, INCLUDING BUT NOT LIMITED TO FINE RATED MATERIALS.
16. ANY DISTURBANCE TO ROOFING, FLASHINGS OR ANY EXTERIOR SURFACE SHALL BE REPAIRED/SEALED/WATERPROOFED AND IN ACCORDANCE WITH ANY WARRANTIES, AS APPLICABLE. THE GENERAL CONTRACTOR SHALL EMPLOY THE WARRANTY GRANTOR OR OTHER AUTHORIZED CONTRACTOR, WHERE REQUIRED FOR MAINTENANCE OF THE WARRANTY.

CONCRETE NOTES:

1. DESIGN AND CONSTRUCTION SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE ACI 318, LATEST EDITION.
2. ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE 5000 PSI FOR EQUIPMENT PLATFORM FOUNDATION.
3. CONCRETE SHALL NOT BE PLACED AT TEMPERATURES BELOW 32 DEGREES F°.
4. CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C150 TYPE 1.
5. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615 - GR 60, DEFORMED AND PLAIN BOLT STEEL BARS FOR CONCRETE REINFORCEMENT, LATEST EDITION.
6. CONCRETE WORK AND MATERIALS SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS, ACI 301, LATEST EDITION.
7. CONCRETE COVER FOR REINFORCING SHALL BE 3 INCHES FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, AT ALL OTHER CONCRETE SURFACES MINIMUM COVER SHALL BE 2 INCHES.
8. LAP SPICES FOR REINFORCING SHALL BE 40 BAR DIAMETERS, UNLESS OTHERWISE NOTED.
9. WELDING OF REINFORCING STEEL IS SPECIFICALLY PROHIBITED.
10. ALL REINFORCING, EMBEDDED STEEL, INSERTS AND ALL OTHER EMBEDDED ITEMS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
11. JOINT FILLER SHALL BE PERFORMED RESILIENT BITUMINOUS EXPANSION JOINT FILLER CONFORMING TO ASTM D1757, LATEST EDITION.
12. THE TOP OF ALL CONCRETE SURFACES SHALL BE TRUE AND LEVEL WITH A SMOOTH FLOAT FINISH, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE WITHIN PLUS/MINUS ±.
13. THE CONTRACTOR SHALL MAKE AND CURE A MINIMUM OF THREE (3) COMPRESSIVE STRENGTH TEST CYLINDERS IN ACCORDANCE WITH ASTM C31 FOR EACH CLASS OF CONCRETE SPECIFIED. A CERTIFIED TESTING LAB SHALL PERFORM ONE COMPRESSIVE STRENGTH TEST AT 7 DAYS AND 2 AT 28 DAYS. THE TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND ACCEPTANCE.



Block: 51
Lot: 77



PROPOSED MCKAY ANTENNAS ATTACHED TO EXISTING WATER TANK RAILING. SEE SHEET S4 FOR DETAILED LAYOUT

RELOCATE EXISTING WHIP ANTENNA TO PROPOSED LOCATION

PROPOSED LOCATION OF RELOCATED WHIP ANTENNA

109'-1" +/- AGL
Top Of Rolling
105'-9" +/- AGL
Top Of Water Tank

(2) SMC CABLES ROUTED VERTICALLY WITHIN WATER TANK FOLLOWING EXISTING ROUTING UTILIZING SNAP-IN HANGERS

PROPOSED ELECTRIC AND TELCO TO PULL OFF EXISTING UTILITY POLE. FEASIBILITY TO BE DETERMINED BY LOCAL UTILITY COMPANY

PROPOSED ELECTRIC AND TELCO CABLES ROUTED OVERHEAD TO EXISTING UTILITY POLE #FA17781

Existing Water Tank

Existing Equipment Cabinet (By Others)

PROPOSED CABLES TO PENETRATE TO WATER TANK INTERIOR UTILIZING EXISTING VACANT CABLE SLEEVES. INSTALL 4" CABLE BOOTS. SITE PROT PART #B450 AND SEAL WATERIGHT

PROPOSED MCKAY EQUIPMENT AT GRADE. SEE SHEET S3 FOR DETAILED LAYOUT (BEYOND)

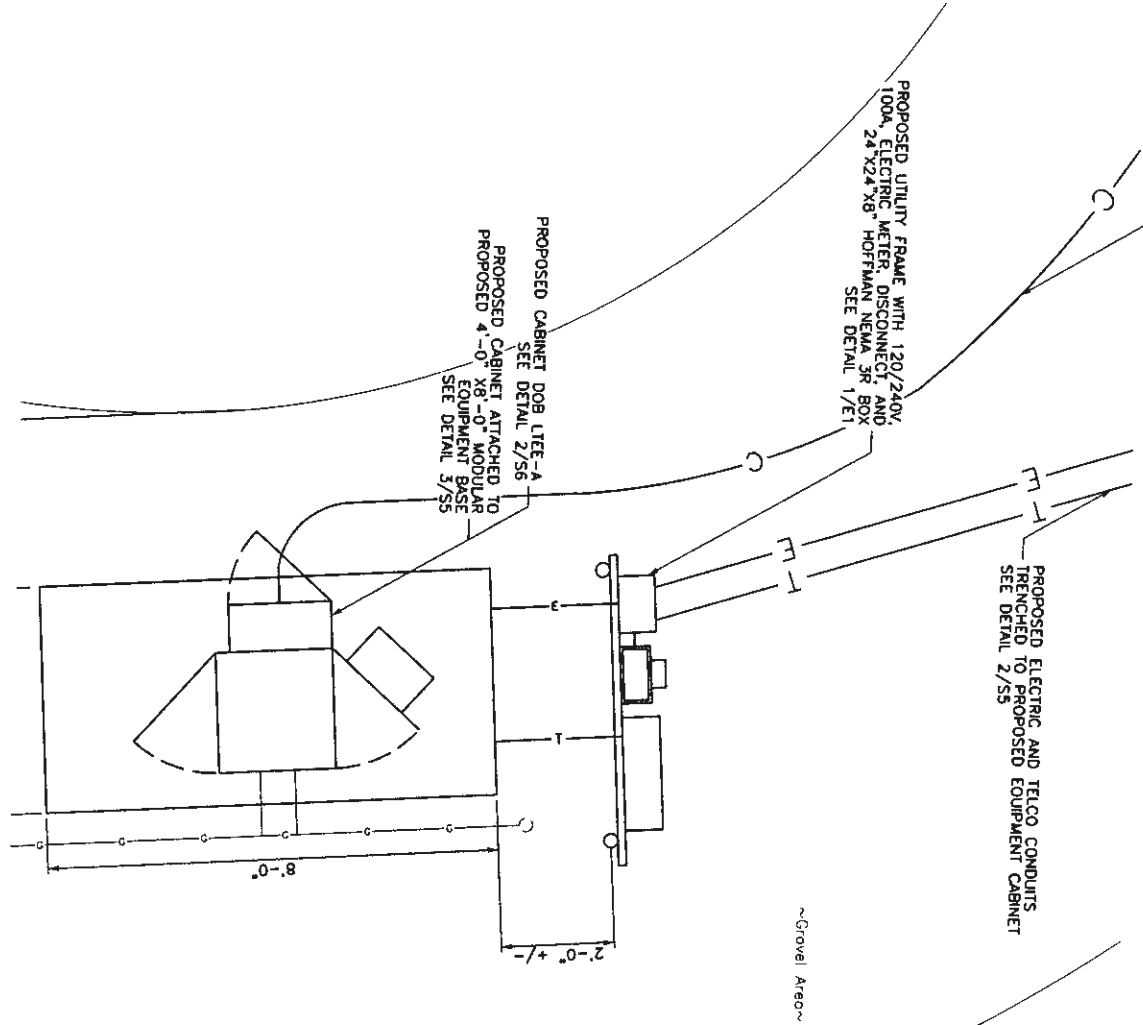
Existing Water Tank Access

(8) PROPOSED MCKAY LUR400 AND
(2) SMF CABLES TRENCHED TO PROPOSED
EQUIPMENT CABINET WITHIN (2) 4" SCH 40 PVC
SEE DETAIL 2/55

PROPOSED UTILITY FRAME WITH 120/240V,
100A, ELECTRIC METER, DISCONNECT, AND
24"x24"x8" HOFFMAN NEMA 3R BOX
SEE DETAIL 1/ET

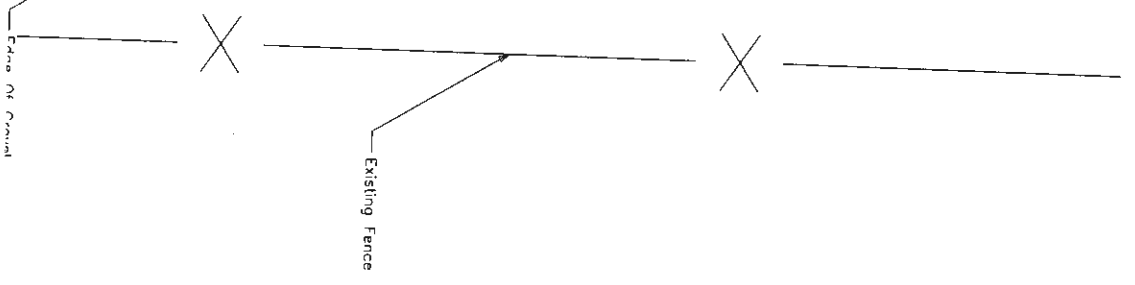
PROPOSED CABINET DOB LITE-A
SEE DETAIL 2/56
PROPOSED CABINET ATTACHED TO
PROPOSED 4'-0" X 8'-0" MODULAR
EQUIPMENT BASE
SEE DETAIL 3/55

PROPOSED ELECTRIC AND TELCO CONDUITS
TRENCHED TO PROPOSED EQUIPMENT CABINET
SEE DETAIL 2/55



~Gravel Area~

~Grass Area~





(2) PROPOSED MCKAY 3' DISH ANTENNAS ATTACHED TO PROPOSED ANTENNA MOUNT (348' AZIMUTH) SEE DETAIL 2/S4

(1) PROPOSED MCKAY TX TERMINAL LMDs ATTACHED TO DISH ANTENNA

(8) PROPOSED MCKAY LMR400 CABLES AND (2) SM CABLES ROUTED ALONG WATER TANK UTILIZING NEDOTIUM MAGNET PART # 708117 OR APPROVED EQUAL AND SWAP-IN HANGERS

PROPOSED CABLES TO PENETRATE TO WATER TANK INTERIOR UTILIZING EXISTING VACANT CABLE SLEEVES. INSTALL 4" CABLE BOOTS. SEE PRO1 PART #B450 AND SEAL WATERIGHT

(1) PROPOSED MCKAY RX TERMINAL LMDs ATTACHED TO DISH ANTENNA

PROPOSED POWER CABLES (TYP)

RELOCATE EXISTING WHIP ANTENNA TO PROPOSED LOCATION

(1) PROPOSED MCKAY MIP 2 BOX ATTACHED TO EXISTING RAILING SEE DETAIL 5/S5

PROPOSED LOCATION OF RELOCATED WHIP ANTENNA

(4) PROPOSED MCKAY LMR400 CABLES AND (1) SM CABLE ROUTED ALONG WATER TANK RAILING SEE DETAIL 5/S5

(8) PROPOSED MCKAY 1/2" CABLES ROUTED WITHIN (2) 4" INNERDUCTS ALONG WATER TANK RAILING SEE DETAIL 5/S5

(1) PROPOSED MCKAY MIP 1 BOX ATTACHED TO EXISTING RAILING SEE DETAIL 5/S6

PROPOSED POWER CABLES (TYP)

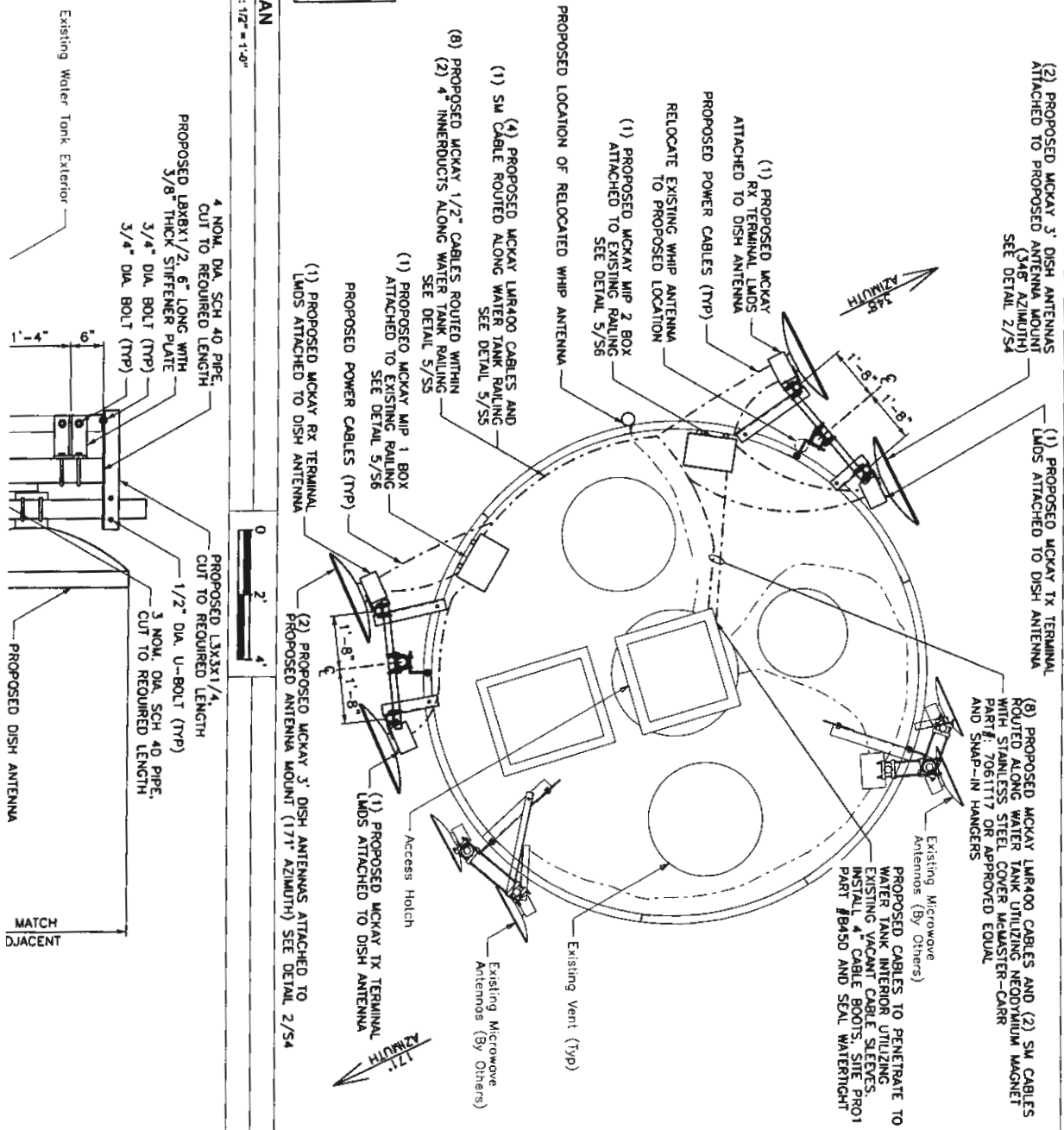
(1) PROPOSED MCKAY RX TERMINAL LMDs ATTACHED TO DISH ANTENNA

(2) PROPOSED MCKAY 3' DISH ANTENNAS ATTACHED TO PROPOSED ANTENNA MOUNT (171' AZIMUTH) SEE DETAIL 2/S4

NOTE:
UTILIZE A 6"x6" ADHESIVE-BACK BUTYL RUBBER PAD ADHERED TO WATER TANK EXTERIOR. CUT FROM MCMMASTER-CARR PART #: 8609K42 OR APPROVED EQUAL FOR EACH PROPOSED MAGNET.

1 ANTENNA LAYOUT PLAN

1/4"=1'-0" 2X3/4" SCALE: 1/2"=1'-0"



4 NOM. DIA. SCH 40 PIPE CUT TO REQUIRED LENGTH

PROPOSED LBXB1/2, 6" LONG WITH 3/8" THICK STIFFENER PLATE

3/4" DIA. BOLT (TYP)

3/4" DIA. BOLT (TYP)

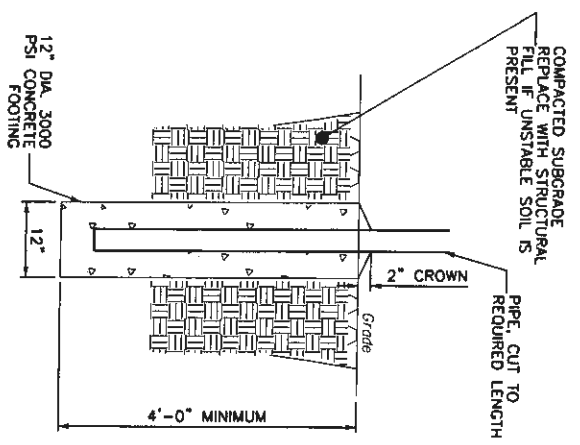
PROPOSED LBXB1/4 CUT TO REQUIRED LENGTH

1/2" DIA. U-BOLT (TYP)

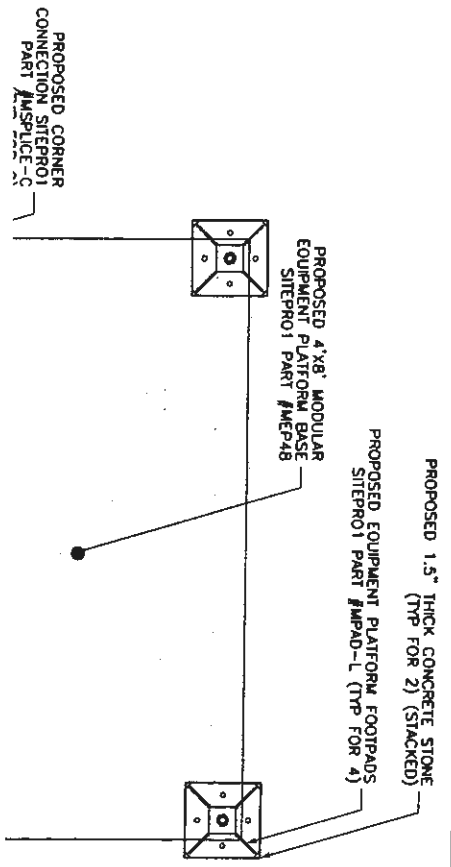
3 NOM. DIA. SCH 40 PIPE CUT TO REQUIRED LENGTH

MATCH DJACENT

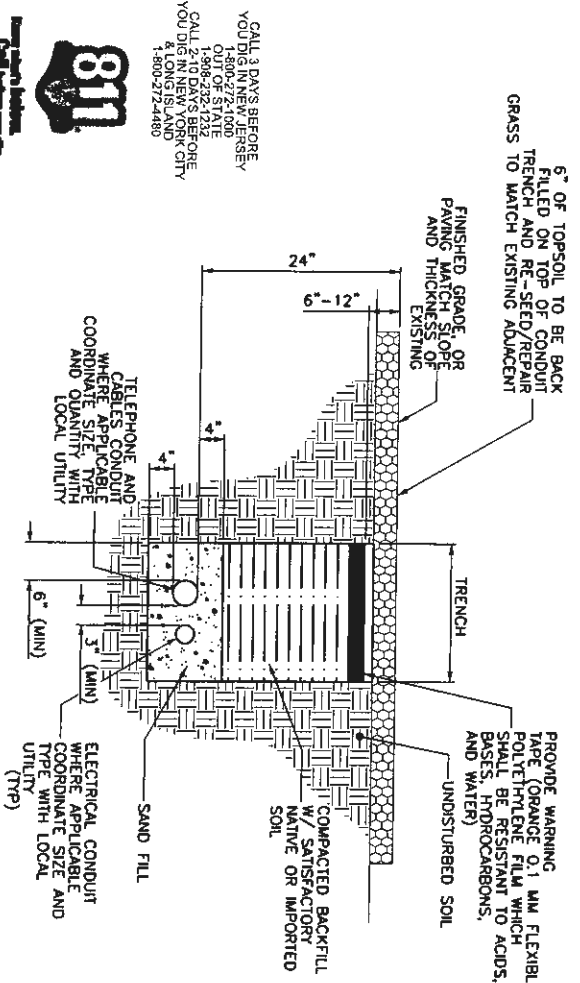
NOTE:
HAND DIG ALL
SUPPORT FOOTING



1 FOOTING DETAIL
1/16" SCALE: NTS



2 TRENCH DETAIL
1/16" SCALE: NTS

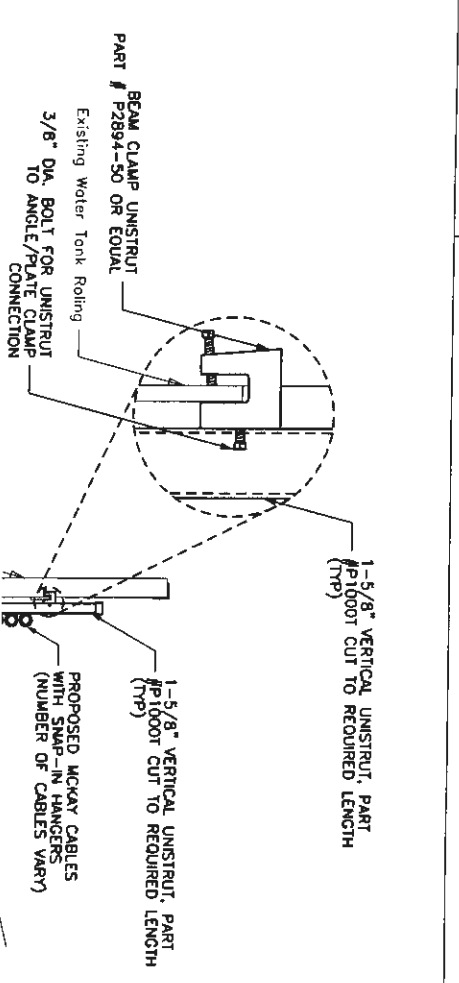


NOTE:
HAND DIG ALL
SUPPORT FOOTING

*SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS

NOTE:
UTILIZE 4" SCH FOR COAX CABL

CALL 3 DAYS BEFORE
YOU DIG IN NEW YORK STATE
1-800-272-1000
OUT OF STATE
206-252-2100
YOU DIG IN NEW YORK CITY
& LONG ISLAND
1-800-272-2480



2 TRENCH DETAIL
1/16" SCALE: NTS

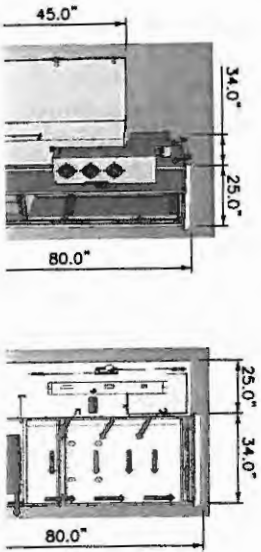


0.9m (3 ft) Vaulx, near High Performance, multi-Profile Antenna, dual polarization, 21.200-23.500 GHz, URS2201, large vertical antenna, composite by Jadede Kitzely, active with dual polarization, dual beam, over 100% efficiency

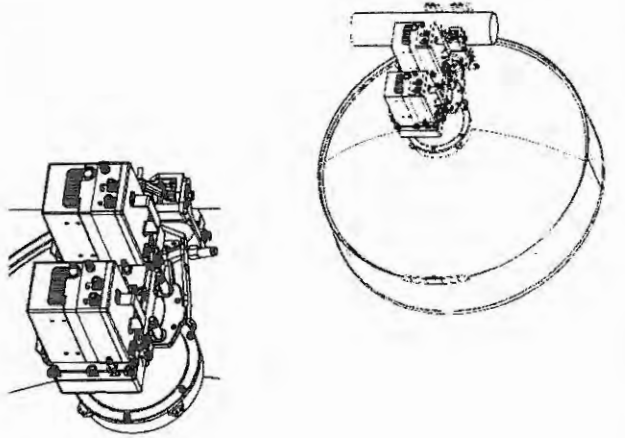
Product Classification
 Brand: Vaulx
 Product Type: Vaulx antenna

General Specifications
 Antenna Type: VHLX, Vaulx, High Performance Low Profile Antenna, dual polarization
 Diameter, nominal: 0.9 m (3 ft)
 Packing: Standard pack
 Radome Color: Gray
 Radome Material: Composite Resin
 Reflector Construction: 7/8" pipe, perforated
 Antenna Input: URS2201
 Antenna Color: White
 Antenna Type: VHLX, Vaulx, High Performance Low Profile Antenna, dual polarization
 Diameter, nominal: 0.9 m (3 ft)
 Finish Included: No
 Polarization: Dual

1 3' DISH ANTENNA SPECIFICATION

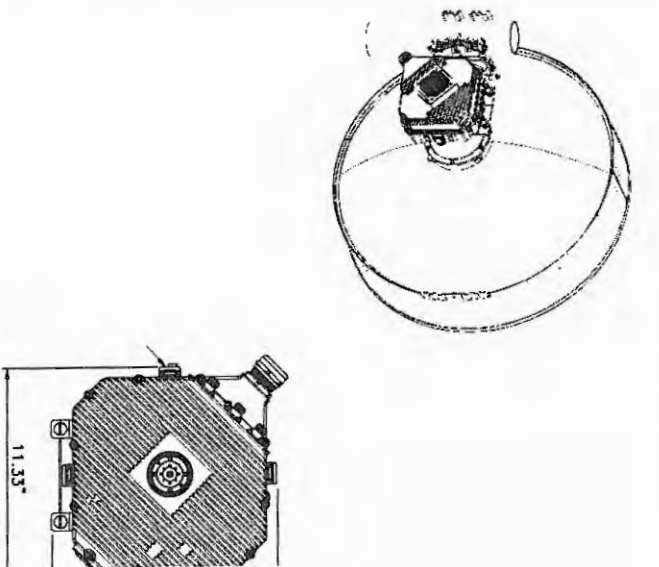


2 TX TERMINAL LMS DETAIL

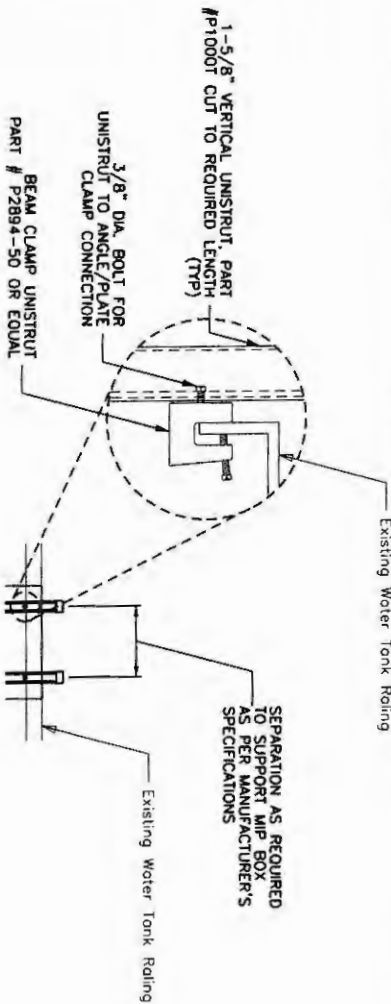


376AD01-03-T IX

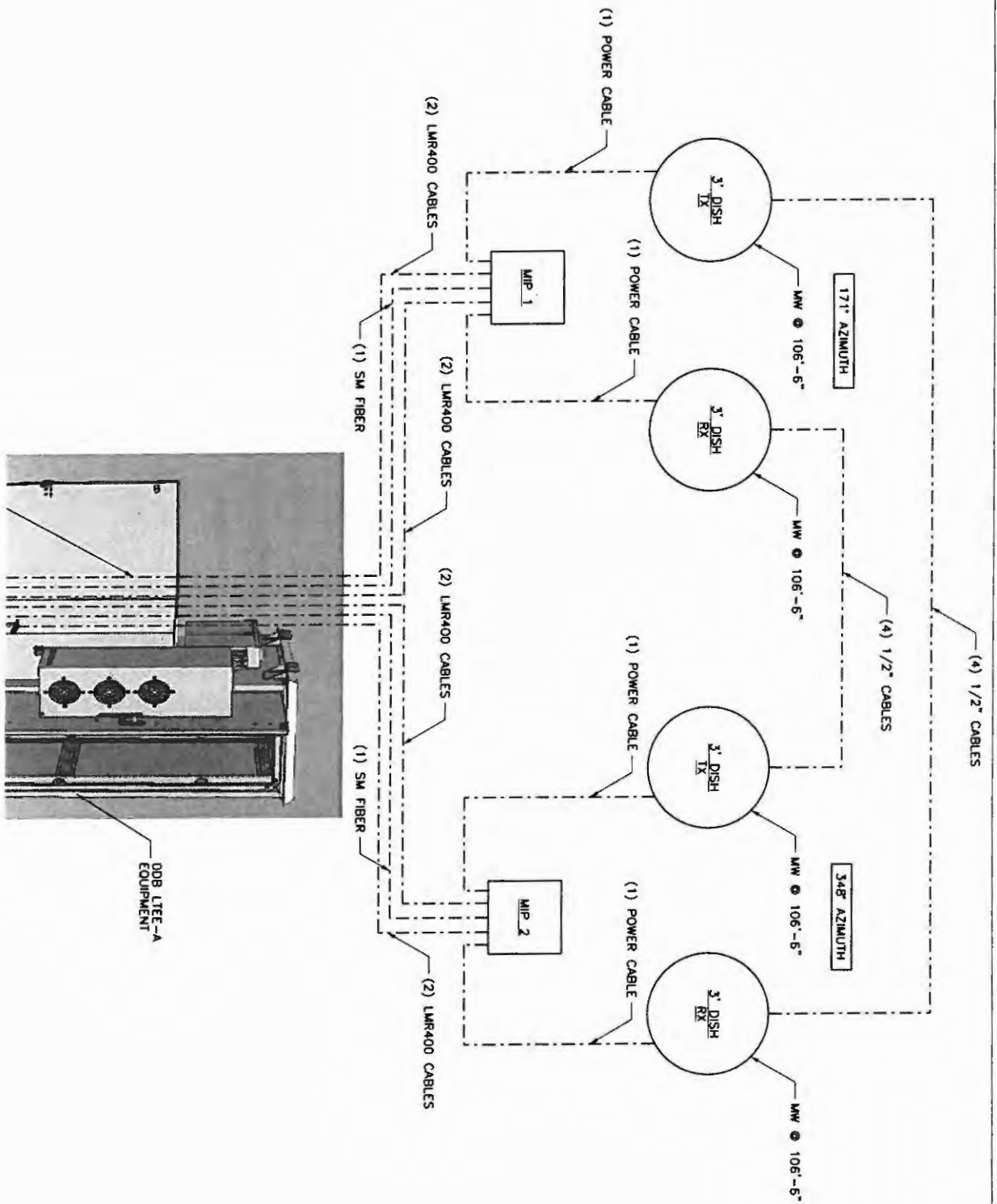
3 RX TERMINAL LMS DETAIL

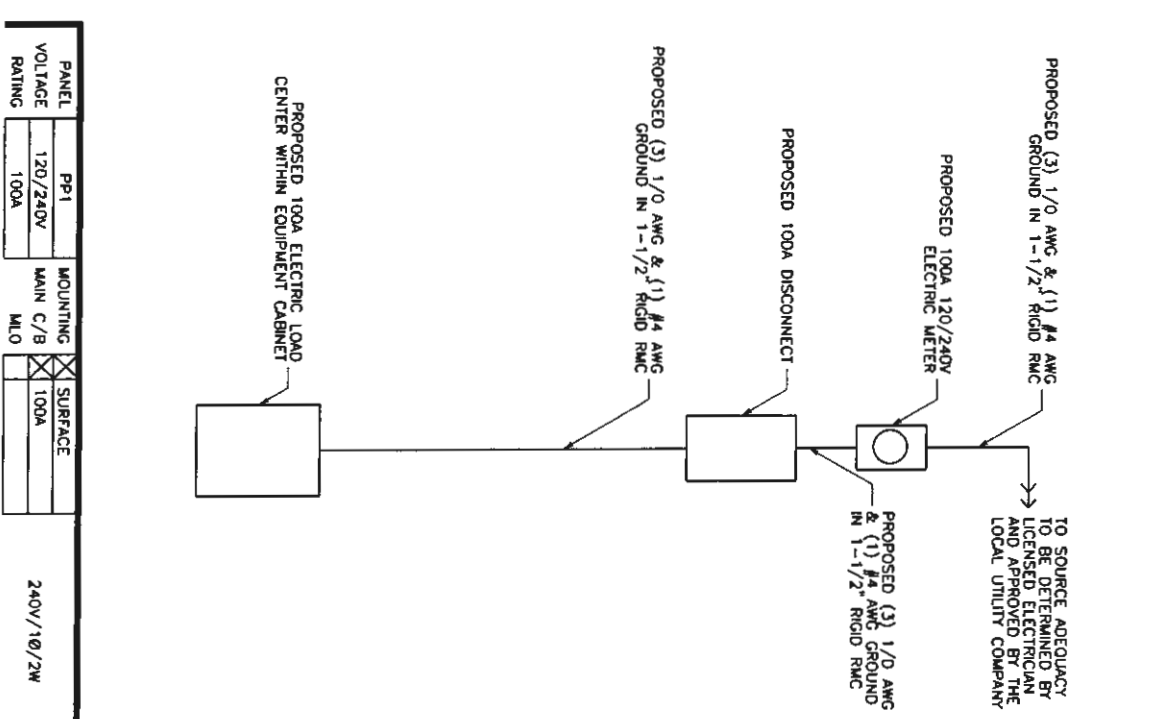
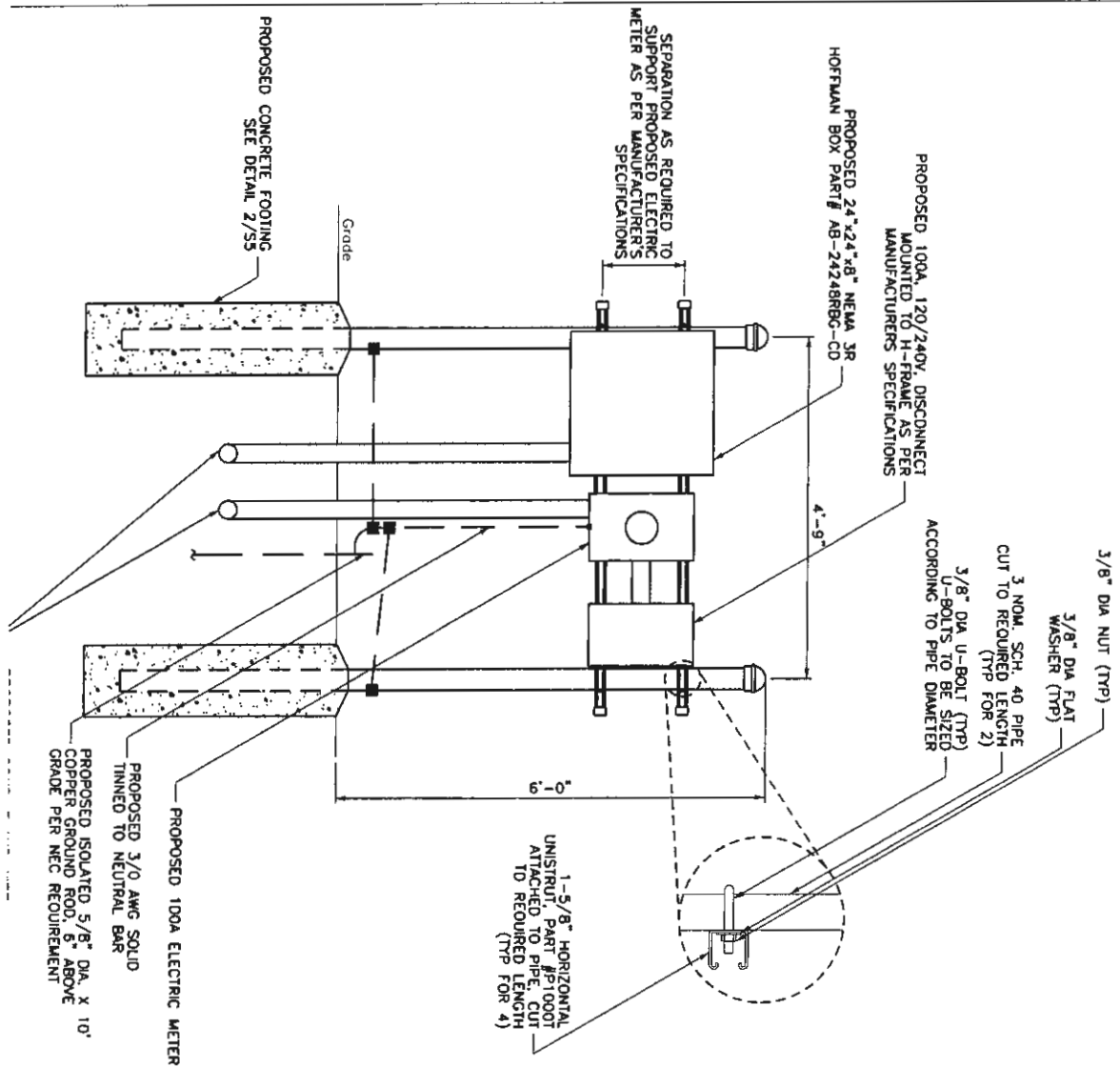


376AD01-03-R RX



SEPARATION AS REQUIRED TO SUPPORT MIP BOX AS PER MANUFACTURER'S SPECIFICATIONS





PANEL VOLTAGE RATING	Pp1	MOUNTING MAIN C/B	MLO	SURFACE	240V/1Ø/2W
120/240V				X	
100A				X	

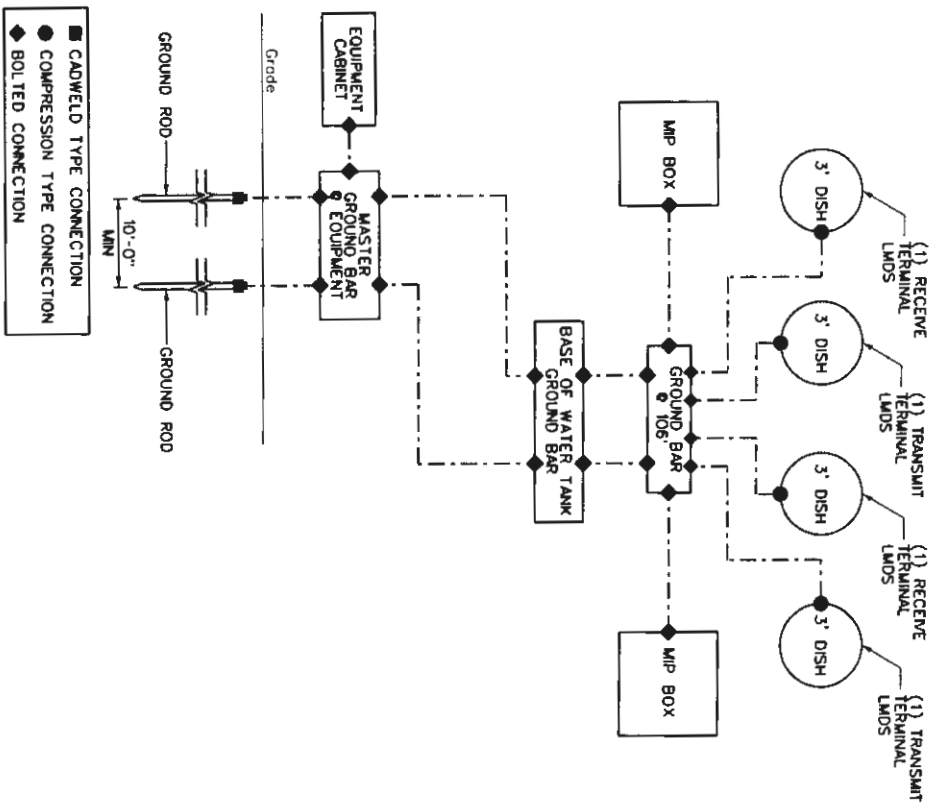
DIVISION 16 - ELECTRICAL NOTES:

- 1) GENERAL REQUIREMENTS
ALL REQUIREMENTS UNDER DIVISION ONE AND THE GENERAL AND THE SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL BE A PART OF THIS SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO BECOME THOROUGHLY FAMILIAR WITH ALL ITS CONTENTS AS TO REQUIREMENTS WHICH AFFECT THE DIVISION. THE WORK REQUIRED UNDER THIS DIVISION INCLUDES ALL MATERIAL, EQUIPMENT, APPLIANCES, AND LABOR REQUIRED TO COMPLETE THE ENTIRE SYSTEM AS BEING REQUIRED BY THE DRAWINGS AND SPECIFICATIONS, OR INFERRED TO BE NECESSARY TO FACILITATE EACH SYSTEMS FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT SPECIFIED.
- 2) INSPECTION OF SITE
THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.
- 3) MATERIAL AND WORKMANSHIP
ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAME PLATE IDENTIFYING THE MANUFACTURER AND PROVIDING SUFFICIENT REFERENCE TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKMANSHIP SHALL BE OF THE FINEST POSSIBLE BY EXPERIENCED MECHANICS OF THE PROPER TRADE. IN GENERAL, ALL MATERIALS AND EQUIPMENT SHALL NOT BE ACCEPTABLE. ALL HOISTS, SCARFOLDS, STAGING, RUNWAYS, TOOLS, MACHINERY, AND EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE ELECTRICAL WORK SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE. ALL MATERIALS SHALL BE NEW JERSEY APPROVED.
- 4) COORDINATION
THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT THE VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE, AND WILL ALLOW PROPER SERVICE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DRAWINGS AND TO RELEVANT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, BEAMS AND OTHER STRUCTURAL MEMBERS AND TO FACILITATE CONCEALING CONDUIT IN THE MANNER ANTICIPATED IN THE DESIGN. THE CONTRACTOR SHALL PROVIDE MATERIALS WITH TRIM WHICH WILL FIT PROPERLY THE TYPES OF CEILING, WALL, OR FLOOR FINISHES ACTUALLY INSTALLED.
- 5) DIMENSIONS AND LAYOUTS
THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE BUILDING. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DETERMINE EXACT LOCATIONS BY JOB MEASUREMENTS, BY CHECKING THE REQUIREMENTS OF OTHER TRADES AND BY REVIEWING ALL CONTRACT DOCUMENTS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ERRORS WHICH COULD HAVE BEEN AVOIDED BY PROPER CHECKING AND INSPECTION.
- 6) ORDINANCES AND CODES
CONTRACTORS PERFORMANCE, WORKMANSHIP, AND MATERIALS SHALL COMPLY WITH THE LOCAL CONSTRUCTION CODES, NATIONAL ELECTRIC CODE, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTORS SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES, OBTAIN AND PAY FOR ALL PERMITS.
- 7) SUBSTITUTIONS
THIS SPECIFICATION PROVIDES THAT THE BASE BID OF ALL CONTRACTORS SHALL INCLUDE THE PRODUCTS SPECIFICALLY NAMED. THE CONTRACTOR BEING PERMITTED TO SUBMIT IN THE FORM OF ALTERNATES, WITH HIS PROPOSAL, OF ANY OTHER MANUFACTURERS FOR SIMILAR USE. PROVIDED THE DIFFERENCE IN COST, IF ANY, IS SPECIFIED IN EACH CASE. THE TERMS "APPROVED", "APPROVED EQUAL", OR "EQUAL" SHALL MEAN APPROVED BY THE ENGINEER AS AN ACCEPTABLE
- 9) OPERATION AND MAINTENANCE INSTRUCTIONS
SUBMIT TO THE OWNER THREE COPIES EACH OF MATERIAL FOR MAINTENANCE AND OPERATION. INSTRUCTION MANUALS, APPROPRIATELY BOUND INTO MANUAL FORM INCLUDING APPROVED COPIES OF MANUFACTURERS CATALOG SHEETS, WIRING DIAGRAMS, MAINTENANCE INSTRUCTIONS, OPERATING INSTRUCTIONS, AND PARTS LISTS. REVISED IF NECESSARY TO SHOW SYSTEM AND EQUIPMENT AS ACTUALLY INSTALLED. CONTRACTOR SHALL ALSO PROVIDE ADEQUATE VERBAL INSTRUCTIONS OF SYSTEM OPERATION TO OWNERS' REPRESENTATIVE AT THE TERMINATION OF THE WORK.
- 10) START UP OF SYSTEMS
PRIOR TO START-UP OF THE ELECTRICAL SYSTEMS, THE CONTRACTOR SHALL CHECK ALL COMPONENTS AND DEVICES, LUBRICATE ITEMS ACCORDINGLY, AND TIGHTEN ALL SCREWED AND BOLTED CONNECTIONS. ADJUST TAPS ON EACH TRANSFORMER FOR RATED SECONDARY VOLTAGE. CHECK AND RECORD BUILDING'S SERVICE ENTRANCE VOLTAGE, GROUNDING CONDITIONS, GROUNDING RESISTANCE, AND OTHER PHASING, BALANCE ALL SINGLE PHASE LOADS AT EACH PANEL, BOARD, REDISTRIBUTING BRANCH CIRCUIT CONNECTIONS UNTIL BALANCE IS ACHIEVED. REPLACE ALL BURNED-OUT LAMPS AFTER ALL SYSTEMS HAVE BEEN INSPECTED AND ADJUSTED. CONFIRM ALL OPERATING FEATURES REQUIRED BY THE DRAWINGS AND SPECIFICATIONS AND MAKE FINAL ADJUSTMENTS AS NECESSARY.
- 11) GUARANTEE
AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED.
- 12) INSPECTIONS
THIS CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING AND PAYING FOR ALL ELECTRICAL INSPECTIONS.
- 13) CLEANING
DIRT AND REFUSE RESULTING FROM THE PERFORMANCE OF THE WORK SHALL BE REMOVED FROM THE PREMISES AS REQUIRED TO PREVENT ACCUMULATION. THE CONTRACTOR SHALL COOPERATE IN MAINTAINING REASONABLY CLEAN PREMISES AT ALL TIMES, IMMEDIATELY PRIOR TO FINAL INSPECTION. THE CONTRACTOR SHALL MAKE A FINAL CLEANUP OF DIRT AND REFUSE FROM HIS WORK. THE CONTRACTOR SHALL CLEAN ALL MATERIAL AND EQUIPMENT INSTALLED UNDER THE ELECTRICAL CONTRACT. DUST, PLASTER, STAINS AND FOREIGN MATTER SHALL BE REMOVED FROM ALL SURFACES. DAMAGED FINISHES SHALL BE TOUCHED AND RESTORED TO THEIR ORIGINAL CONDITION.
- 14) CUTTING AND PATCHING
THIS CONTRACTOR SHALL DO ALL CUTTING OF WALLS, FLOORS, CEILINGS, ETC. AS REQUIRED TO INSTALL WORK UNDER THIS SECTION. CONTRACTOR SHALL OBTAIN PERMISSION OF THE OWNER BEFORE DOING ANY CUTTING. ALL HOLES SHALL BE CUT AS SMALL AS POSSIBLE. CONTRACTOR SHALL PATCH WALLS, FLOORS, ETC. AS REQUIRED BY WORK UNDER THIS SECTION. ALL PATCHING SHALL BE THOROUGHLY FIRST CLASS AND SHALL MATCH THE ORIGINAL MATERIAL AND CONSTRUCTION. ALL CORE DRILLING SHALL REQUIRE LOCATING REBAR VIA X-RAY.
- 15) ROUGH-IN
COORDINATE WITHOUT DELAY ALL ROUGH-IN WITH GENERAL CONSTRUCTION. ALL CONDUIT ROUGH-IN SHALL BE CONCEALED EXCEPT IN UNFINISHED AREAS AND WHERE OTHERWISE SHOWN.
- 16) CONDUIT
ALL CONDUIT SHALL BE RUN CONCEALED EXCEPT WHERE OTHERWISE NOTED. ALL CONDUIT RUN EXPOSED TO WEATHER, OR OTHER HAZARDOUS CONDITIONS SHALL BE RIGID GALV. PAINTED STEEL. ALL OTHER CONDUIT MAY BE EMT W/ COMPRESSION FITTINGS WHERE APPROVED BY LOCAL CODE. FINAL CONNECTION TO EACH MOTOR AND TO ANY DEVICE WHICH WOULD OTHERWISE TRANSMIT MOTION, VIBRATION, OR NOISE, SHALL BE IN FLEXIBLE METAL CONDUIT WHERE FLEXIBLE METAL CONDUIT IS EXPOSED TO LIQUIDS, VAPORS OR SUNLIGHT. LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE USED. ALL FLEXIBLE METAL CONDUIT SHALL BE PROVIDED WITH AN INSULATED GROUND WIRE.

- A. ALL WIRING SHALL BE RUN IN CONDUIT, EXPOSED AND CONCEALED INSTALLATION.
 - B. CONDUIT SHALL BE CONCEALED IN WALLS OR FLOORS WHEREVER POSSIBLE. ALL CONDUIT RUNS ARE PARALLEL IN SPACE.
 - C. CONDUIT SHALL BE INSTALLED TO REQUIREMENTS OF STRUCTURE AND TO REQUIREMENTS OF ALL OTHER WORK ON THE PROJECT. CONDUIT SHALL BE INSTALLED TO CLEAR ALL OPENINGS, DEPRESSIONS, PIPES, DUCTS, REINFORCING STEEL, ETC. CONDUIT SET IN FORMS FOR CONCRETE STRUCTURE SHALL BE INSTALLED IN SUCH A MANNER THAT INSTALLATION WILL NOT AFFECT THE STRENGTH OF THE STRUCTURE. EXCEPT WHERE APPROVED IN WRITING BY THE ARCHITECT, NO CONDUIT SHALL BE RUN IN A SLAB ON GRADE. CONDUIT SHALL BE LOCATED IN GRANULAR FILL BELOW SLABS ON GRADE.
 - D. CONDUITS SHALL BE INSTALLED CONTINUOUS BETWEEN CONNECTIONS TO OUTLETS, BOXES AND CABINETS WITH A MINIMUM POSSIBLE NUMBER OF BENDS AND NOT MORE THAN THE EQUIVALENT OF FOUR 90° BENDS BETWEEN CONNECTIONS. BENDS SHALL BE SMOOTH AND EVEN AND SHALL BE MADE WITHOUT FLATTENING CONDUIT OR FLAKING ENAMEL. RADII OF TRADE SHALL BE AS LONG AS POSSIBLE AND NEVER SHORTER THAN THE CORRESPONDING TRADE ELBOW. LONG RADII ELBOWS SHALL BE USED WHERE NECESSARY.
 - E. CONDUITS SHALL BE SECURELY FASTENED IN PLACE WITH APPROVED STRAPS, HANGERS AND STEEL SUPPORTS AS REQUIRED. SINGLE CONDUITS FOR FEEDERS SHALL BE HUNG WITH MALLEABLE SPLIT RING HANGERS WITH ROD AND TURNBUCKLE SUSPENSION FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. GROUPS OF HORIZONTAL FEEDER CONDUITS SHALL BE CLAMPED TO UNSTRUCTURED STEEL CHANNELS AND SUSPENDED FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. VERTICAL FEEDER CONDUITS SHALL BE SECURELY CLAMPED TO STRUCTURAL STEEL MEMBERS ATTACHED TO STRUCTURE. CABLE CLAMPS SHALL BE INSTALLED FOR SUPPORT OF VERTICAL FEEDERS WHERE REQUIRED. CONDUIT SUPPORTS SHALL BE ADDED WITHIN 12" AT ONE END OF ALL BENDS. CONDUIT SHALL NOT BE SUPPORTED FROM SUSPENDED CEILING COMPONENTS.
 - F. CONDUIT ENDS SHALL BE REMAILED BEFORE INSTALLATION AND ALL CONDUIT SHALL BE THOROUGHLY CLEANED BEFORE INSTALLATION AND KEPT CLEAN AFTER INSTALLATION. OPENINGS AND BOXES SHALL BE PLUGGED OR COVERED AS REQUIRED TO KEEP CONDUIT CLEAN DURING CONSTRUCTION AND ALL CONDUIT SHALL BE FISHED CLEAR OF OBSTRUCTIONS BEFORE THE PULLING OF WIRES. ALL CONDUIT SHALL BE OF AMPLIFIED SIZE FOR PULLING OF WIRE AND SHALL NOT BE SMALLER THAN CODE REQUIREMENTS AND NOT LESS THAN 1/2" IN SIZE.
 - G. ALL ELECTRICAL WORK SHALL BE PROTECTED AGAINST DAMAGE DURING CONSTRUCTION, ANY WORK DAMAGED OR MOVED OUT OF LINE AFTER ROUGHING-IN SHALL BE REPAIRED TO MEET ENGINEERS' APPROVAL WITHOUT ADDITIONAL COST TO THE OWNER.
 - H. CONDUIT TERMINATIONS AT PANEL BOARDS AND JUNCTION BOXES SHALL BE ALIGNED AND INSTALLED TRUE AND PLUMB.
 - I. INSTALL APPROVED EXPANSION FITTING WHERE CONDUIT OR EMT PASSES THROUGH EXPANSION JOINTS.
 - J. INSTALL A PULL WIRE IN EACH EMPTY CONDUIT WHICH IS LEFT BY THE CONTRACTOR FOR INSTALLATION OF WIRES OR CABLES BY OTHERS.
 - K. MAKE ALL JOINTS AND CONNECTIONS IN A MANNER WHICH WILL INSURE MECHANICAL STRENGTH AND ELECTRICAL CONTINUITY.
 - L. THRU-WIRING OF LIGHT FIXTURES IS NOT PERMITTED.
- 18) BUSHINGS AND LOCKNUTS
- WHERE CONDUITS ENTER BOXES, THEY SHALL BE RIGIDLY CLAMPED TO THE BOX BY A BUSHING ON THE INSIDE AND A LOCKNUT ON THE OUTSIDE. CONDUIT SHALL ENTER THE BOX SQUARELY. BUSHINGS AND LOCKNUTS SHALL BE MADE OF GALVANIZED MALLEABLE IRON AND SHALL HAVE SHARP CLEAN-CUT THREADS. WHERE THIN-WALL CONDUIT ENTERS A BOX, PROVIDE E.M.T. CONNECTORS, USE INSULATED GROUNDING BUSHINGS WHEREVER CONNECTION IS SUBJECT TO VIBRATION OR MOISTURE.
- 19) WIRE
- ALL WIRE SHALL HAVE COPPER CONDUCTORS, WITH U.L. LABEL, AND 600 VOLT INSULATION. ALL WIRE SHALL BE RUN IN CONDUIT. ALL FEEDER AND BRANCH CIRCUIT WIRE #8 AWG AND LARGER SHALL BE TYPE THHN OR XHHW, BOTH WITH STANDED CONDUCTORS. ALL WIRE #10 AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS OR THIN, DRY LOCATIONS ONLY AND ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. WIRE WITHIN FLUORESCENT FIXTURE CHANNELS SHALL BE TYPE THHN. ALL BRANCH CIRCUIT WIRING SHALL NOT BE SMALLER THAN #12 AWG WIRE. CHANNELS SHALL HAVE 60KV INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISHED SPECIFIED FUNCTION.

- E. WHERE WIRE IS INDICATED TO BE INSTALLED, BUT THE CONNECTION IS INDICATED "FUTURE" OR "BY OTHERS" CONTRACTOR SHALL LEAVE A MINIMUM OF 3 FEET OF "PISTAL" AT THE BOX. TAPE THE ENDS OF THE CONDUCTORS, AND COVER THE BOX.
 - F. THE NUMBER OF CURRENT CARRYING CONDUCTORS IN A SPECIFIC CONDUIT RUN ARE INDICATED WITH CROSS LINES ON EACH "CONDUIT RUN" ON THE DRAWINGS. IN GENERAL, DIRECTION OF BRANCH CIRCUIT "HOME RUN" ROUTING IS INDICATED ON THE DRAWINGS. COMPLETE WITH CIRCUIT NUMBERS AND PANEL BOARD DESIGNATION. THE CONTRACTOR SHALL CONTINUE ALL SUCH "HOME RUN" WIRING TO THE DESIGNATED PANEL BOARD, AS THOUGH "CONDUIT RUNS" WERE INDICATED IN THEIR ENTIRETY.
 - G. CONDUCTORS SHALL HAVE INSULATION OF THE PROPER COLOR TO MATCH N.E.C. COLOR CODE SYSTEM. IN LARGER WIRE SIZES WHERE PROPERLY COLORED INSULATION IS NOT AVAILABLE, THE CONTRACTOR SHALL USE VINYL PLASTIC ELECTRICAL TAPE OF THE APPROPRIATE COLOR AROUND EACH CABLE AT ALL TERMINATION POINTS, JUNCTION AND PULL BOXES.
 - H. ALL TERMINAL BLOCKS AND WIRE TERMINALS FOR CONTROL WIRING SHALL BE PROPERLY NUMBERED FOR IDENTIFICATION WITH VINYL STICK-ON MARKERS OR EQUIVALENT.
 - I. ALL BRANCH CIRCUITS SHALL HAVE AN EQUIPMENT GROUND CONDUCTOR INSTALLED IN THE BRANCH CIRCUIT RACEWAY, SIZED IN ACCORDANCE WITH N.E.C. TABLE 250-96.
 - J. VOLTAGE DROP IN BRANCH CIRCUITS SHALL NOT EXCEED 2%.
 - K. HOMERUNS AND BRANCH CIRCUIT WIRING FOR 277V OR 120V CIRCUITS SHALL BE AS FOLLOWS:

LENGTH - FT	HOMERUN WIRE SIZE	CIRCUIT WIRE SIZE
0-50	#12	#12
51-100	#10	#10
101-150	#8	#10
- 21) JUNCTION BOXES, PULL BOXES, CABINETS AND WIREWAYS
- PROVIDE JUNCTION BOXES, PULL BOXES, CABINETS, AND WIREWAYS WHEREVER NECESSARY FOR PROPER INSTALLATION OF VARIOUS ELECTRICAL SYSTEMS ACCORDING TO THE NATIONAL ELECTRICAL CODE AND WHERE INDICATED ON THE DRAWINGS. SIZE AS REQUIRED FOR THE SPECIFIC FUNCTION OR AS REQUIRED BY THE NATIONAL ELECTRICAL CODE. WHICHEVER IS LARGEST. CONSTRUCTION SHALL BE OF A NEMA DESIGN SUITABLE FOR THE ENVIRONMENT INSTALLED.
- 22) OUTLET BOXES
- ALL OUTLETS INCLUDING LIGHT SWITCH, RECEPTACLE AND SIMILAR OUTLETS, SHALL BE NATIONAL ELECTRICAL APPLICTION, STEEL CITY, RACO OR APPROVED EQUAL. GALVANIZED STEEL KNOCKOUT BOXES, SUITABLE IN DESIGN TO THE PURPOSE THEY SERVE AND THE SPACE THEY OCCUPY. SIZE AS REQUIRED FOR THE SPECIFIC FUNCTION OR AS REQUIRED BY THE NATIONAL ELECTRICAL CODE. WHICHEVER IS LARGEST. ALL OUTLET BOXES SHALL BE ACCURATELY SET AND RIGIDLY SECURED IN POSITION.
- 23) EQUIPMENT IDENTIFICATION
- THE CONTRACTOR SHALL FURNISH AND INSTALL EQUIPMENT IDENTIFICATION NAMEPLATES ON ALL PANELBOARDS, TIME SWITCHES, ETC. INCLUDING SWITCHES IN DISTRIBUTION PANELS, OUTLETS, PHONE/DATA & LIGHT SWITCHES. NAMEPLATES SHALL BE ENGRAVED PHENOLIC PLASTIC AND SHALL BE FIRMLY ATTACHED TO THE EQUIPMENT. NAMEPLATES SHALL CLEARLY IDENTIFY EACH ITEM AND WHAT IT CONTROLS.
- 24) ELECTRICAL SERVICE
- SEE DRAWINGS FOR TYPE, SIZE, VOLTAGE, PHASE, ETC.
- 25) GROUNDING
- THE ELECTRICAL SERVICE, ALL EQUIPMENT, CONDUCTORS, CONDUITS, MOTOR FRAMES, ETC. IN THIS CONTRACT WHICH REQUIRE GROUNDING SHALL BE PERMANENTLY AND EFFECTIVELY GROUND BY THIS CONTRACTOR IN A THOROUGH AND EFFICIENT MANNER IN CONFORMANCE TO THE ELECTRICAL CODE AND/OR NATIONAL ELECTRICAL CODE, WHICH EVER IS MORE STRINGENT.
- 26) DISCONNECT SWITCHES
- CONTRACTOR SHALL FURNISH AND INSTALL SQUARE D OR GENERAL ELECTRIC FUSED OR NON-FUSED (AS NOTED OR REQUIRED) NEMA HEAVY DUTY EXTERNALLY OPERATED SAFETY SWITCHES WHERE NOT FURNISHED WITH THE STARTING EQUIPMENT AND AT ALL OTHER POINTS REQUIRED BY CODE. FUSE HOLDERS SHALL HAVE CLASS R REJECTION FEATURE. CONSTRUCTION SHALL BE OF A NEMA DESIGN SUITABLE FOR THE ENVIRONMENT INSTALLED IN, INDOOR NEMA-12, EXTERIOR NEMA-4X.



GROUNDING NOTES:

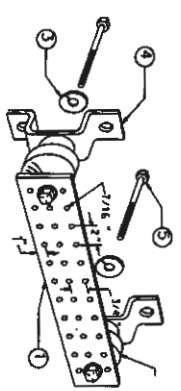
ALL INSTALLED EQUIPMENT SHALL BE GROUNDED AS REQUIRED BY ALL GOVERNING CODES AND REGULATIONS. THE EQUIPMENT SHALL CONSIST OF BUT IS NOT LIMITED TO THE FOLLOWING:

- ELECTRICAL SERVICE
- CONDUITS AND ALL CONDUCTOR ENCLOSURES
- NEUTRAL OR IDENTIFIED CONDUCTOR OF INTERIOR WIRING SYSTEM
- NON-CURRENT CARRYING METAL PARTS OF FIXED EQUIPMENT i.e. MOTOR CASINGS, CONTROLLER CABINETS, LIGHTING FIXTURES etc.

GROUNDING SYSTEM WILL CONFORM TO ALL LOCAL AND NATIONAL CODES, TO INCLUDE THE SPRINT SPECIFICATIONS REGARDING GROUNDING.

ALL GROUND TESTING WILL BE PERFORMED IN THE PRESENCE OF THE METRO CONSTRUCTION COORDINATOR OR HIS DESIGNEE.

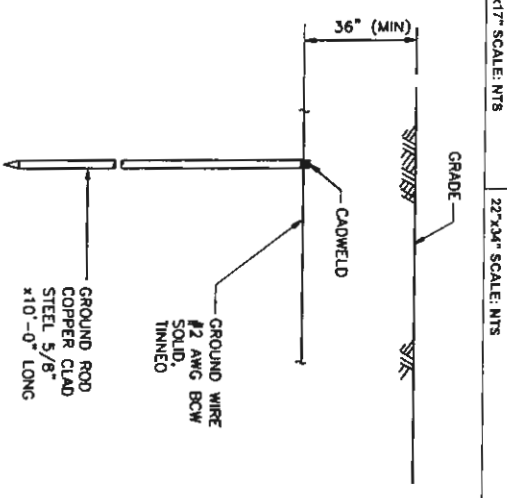
NOTE:
ALL GROUND BARS TO HAVE A THIN COAT OF ANTI-CORROSIVE COMPOUND



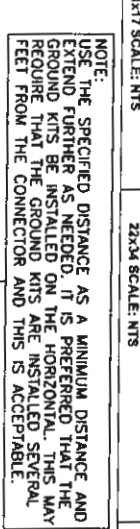
LEGEND

- 1- STAINLESS STEEL GROUND BAR, 1/4" x 4" x 20", NEWTON INSTRUMENT CO. CAT. NO. B-6142. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
- 2- INSULATORS, NEWTON INSTRUMENT CAT. NO. 3061-4
- 3- 5/8" LOCKWASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-8
- 4- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT. NO. A-6056
- 5- 5/8-11 x 1" H.H.C.S. BOLTS, NEWTON INSTRUMENT CO. CAT. NO. 3012-1

2 GROUND BAR DETAIL



3 GROUND ROD DETAIL



4 GROUND ROD W/ INSPECTION SLEEVE DETAIL



1. DO NOT INSTALL COAX GROUND KIT AT ANY POINTS AND ALWAYS