## RESOLUTION NO. 2019-231

## A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE ANTENNA SITE LEASE AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND SPRINT SPECTRUM REALTY COMPANY, LLC CONCERNING THE SPRINT COMMUNICATIONS ANTENNA ARRAY LOCATED ON THE CITY WATER TOWER AT 1690 EAST OAK ROAD

WHEREAS, the City of Vineland, by Resolution No. 99-114 authorized the execution of a Site Lease Agreement with Sprint Spectrum L.P., now Sprint Spectrum Realty Company, L.L.C, for the location of a communication antenna on the City's water tower at 1690 East Oak Road, and has since, by Resolution No. 2015-2, authorized a First Amendment to the subject lease agreement (**Exhibit "A"** attached) whereby, for the additional consideration of a rental increase, Sprint would be permitted to attach certain specified additional antennas; and

WHEREAS, the subject additional antennas are to now be installed in connection with the City's pending project for the painting of the subject Oak Road water tower, with the antennas to be installed, for the convenience of Sprint, in a manner that allows for same to not have to be removed while the tower is being painted, as provided and described in Sprint's proposed Second Amendment To Communications Antenna Site Lease Agreement (copy attached as **Exhibit "B"**); and

WHEREAS, Sprint has agreed to indemnify and hold harmless the City and its painting contractor from any liability for claims, other than those arising from the City's and/or its painting contractor's gross negligence or willful misconduct during the painting contract, arising out of, incidental to, or in connection with the contractor's painting; and

WHEREAS, given the undertakings of the parties to the subject agreement, including the reconfiguration of Sprint's equipment, Sprint has requested the City's approval of the subject Second Amendment to Lease Agreement; and

WHEREAS, the Director of the Vineland Municipal Utilities and the Superintendent of the Water Utility have recommended the execution of the subject Second Amendment to Lease Agreement; and

WHEREAS, City Council determines it to be in the best interests of the City to authorize execution of the subject Second Amendment to Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and City Clerk be and they are hereby authorized to execute a Second Amendment To Communications Antenna Site Lease Agreement as set forth in **Exhibit "B"** attached.

Adopted: \_\_\_\_\_

President of Council

ATTEST:

Keith Petrosky, RMC Municipal Clerk

# **EXHIBIT** A

#### Site Name: 1690 E. Oak Road

#### AMENDMENT NO. 1 TO SITE AGREEMENT

This Amendment No. 1 to the Communications Antenna Site Lease Agreement (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Communications Antenna Site Lease Agreement between Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P. ("Carrier"), and the City of Vineland (the "City"), dated September 1, 2004 (the "Agreement").

#### BACKGROUND

WHEREAS, Carrier desires to modify its installation on the E. Oak Road water tower facility located on Block 1909, Lot 57 (the "Site") the Site by adding or swapping out antennas and other equipment to the Facilities, as more particularly described in Exhibit A-1 annexed hereto, and Carrier and City desire to modify the provisions of the Agreement as provided below.

#### AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, City and Carrier agree as

#### follows:

1. Modification to the Facilities. Exhibit A to the Agreement is hereby amended to include the modifications identified on Exhibit A-1, a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this Amendment, Carrier is permitted to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Facilities, all as more fully described and contemplated in Exhibit A-1.

2. Limitations of Work: Inspection of Work. No changes other than those set forth on the Designs shall be permitted. The City shall be permitted to inspect all work to assure compliance with Designs and all costs incurred by the City to assure compliance, including engineering and construction inspections shall be borne by the Carrier.

<u>3. Modification to Rent.</u> As additional consideration for the modification and other rights set forth in this Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Facilities, the monthly rent will be increased by \$200.00.

4. General Terms and Conditions.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

City: City of Vineland	<b>Carrier:</b> Sprint Spectrum Re	alty Company, L.P.	
By: _ Laten France	-B <del>v:</del>	All	
	_Printed Name:	Rob Cobarle	
Title: $1/1 \neq 1/15$	Title: Date:	5DM 11/12/14	

PL13XC370

(Dates must be completed)

### Exhibit A-1

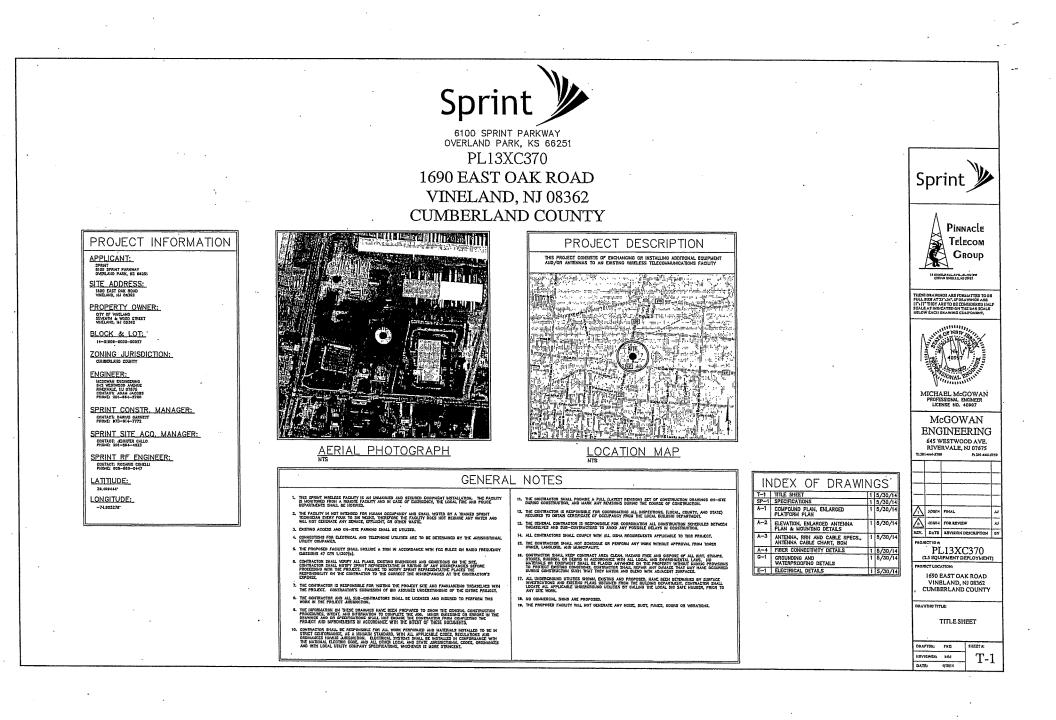
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Amendment, Project 2.5 Cascade No.PL13XC370 Revised 5.15.12



PART OF THE WORK, NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OF PERMITTED BY THE OWNER WITHOUT ISSUNG A CHANGE ORDER.	3. CONTRACTOR IS RESPONSIBLE FOR SPRINT PROVIDED MATERIAL AND EQUIPHENT TO ENSURE IT IS PROTECTED AND HANDLED PROPERLY THROUGHOUT THE CONSTRUCTION DURATION.	CONSTRUCTION DRAWINGS.	2. IT IS IMPORTANT THAT THE GROUNOWA CONDUCTORS BE AS STRANGHT AS POSSIBLE, WITH NO TURN OR BEID SHORTER THAN ONE FOOT RADIUS WITH A THREE FOOT RADIUS PREFERED, NO	
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE STE	PROTECTED AND HANDLED PROPERLY THROUGHOUT THE CONSTRUCTION DURATION.	SPECIAL CONSTRUCTION REQUIREMENTS:	TURIL OR BEID SHORTER THAN ONE FOOT RADIUS WITH A THREE FOOT RADIUS PREFERRED, NO RICHT ANGLE OR SHARP BENDS SHALL BE ALLOWED.	
THE CONTRACTOR SHALL BE ASSPONSELF FOR VENUEXATEM OF ALL MEASUREMENTS AT THE STE DEFORE GROEDING MAY MATERIALS OR DEDNG AITY WORK, NO DYTAR GUARE CO COLOMOSATION STALL BE ALLORD DILE TO DIFFERENCE BETWEEN CATULAL DIRESTORS AND OLIFORDIS MICHATO ON THE CONSTRUCTION DAMNICS. ANY SUCH DISCHERANCY IN DIALSTON WHICH MAY DE FOUND STALL DE SJUDITID TO THE COMMIT FOR CAUSATIATION DEFORE THE CONTRACTOR PROCEEDS	<ol> <li>CONTRACTOR IS RESPONSIBLE FOR RECEIPT OF SPRINT FURNISHED EQUIPUENT AT CELL STE OR CONTRACTORS LOCATION. EDUIRACTOR TO COMPLETE SUPPLIES AND RECEIPT DOCUMENTATION IN ACCOMMUNE WITH COMPANY PRACTICE.</li> </ol>	A. CENERAL CONTRACTOR TO FIELD VERICY AZULUTH AND CENTER LINE HEIGHT AND RECHARGAL DOWNTLT. IF DIFFERENT TANA CALLED OUT ON APDS AND OR CONSTRUCTION ORAMNESS, CONTRACTOR SHALL HALT ANTERNA WORK FOR ONE HOUR, CALL SPRINT NE DRAWNESS, CONTRACTOR SHALL HALT ANTERNA WORK FOR ONE HOUR, CALL SPRINT NE	J. ALL SURFACES REQUIRE PREPARATION PRIOR TO BONDING OF EITHER CAD WELD OR FASTEMERS. GALVANIZED SURFACES SHALL BE CROUND OR SAMOED TO THE POINT OF EXPOSING THE STELL	
SHALL BE SUBWITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH WORK IN THE AFFECTED AREAS.	SUBMITTALS & TESTS:	DRAMNES, CONTRACTOR SHALL HALT ANTENNA WORK FOR ONE BUT STILL LEAVE A MESSAGE	3. ALL MERADES RECOME PHERAMENTAL INFORMATION IN BUILDING OF PERMIT AND EMPOREMENTAL PHERAMENT SUPPACE MEDIA PHERAMENTAL INFORMATION AND EMPOREMENTAL PHERAMENTAL COPYERS DUSS DASA BLI, POHIT, DUST YAMIGH AND GEALES SHALL BE REVORDE PHERA TO BOUIDING THE CREADE CONCUMPACE, ADA MILL PHERAMENTAL PHERAMENTAL PHERAMENT OF CALLD DALVANETATION AND WHILL APPLICABLE, FROM TO WHIT AND THE APPLICATION OF COLD DALVANETATION AND WHILL APPLICABLE, FROM TO WHIT AND THE APPLICATION OF COLD DALVANETATION AND WHILL APPLICABLE, FROM TO WHIT AND THE APPLICATION OF COLD DALVANETATION AND WHILL APPLICABLE, FROM TO WHIT AND THE APPLICATION OF COLD DALVANETATION AND WHILL APPLICABLE, FROM TO WHIT AND THE APPLICATION OF COLD DALVANETATION AND WHILL APPLICABLE, FROM TO WHIT AND THE APPLICATION OF COLD DALVANETATION AND WHILL APPLICATION OF COLD DALVANETATION APPLICATION OF COLD DALVANETATION AND THE APPLICATION AND THE APPLICATION AND THE APPLICATION AND THE APPL	Contrate VA
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INFORMED THEMSELVES PRIOR TO THE BIDDING.	SHALL DE SUBITIED TO SPRINT'S CONSTRUCTION MANAGER FOR APPROVAL SPRINT WIL REVIEW AND APPROVE ONLY THOSE REQUESTS MADE IN WRITING. NO VERBAL APPROVALS WILL BE	UPDATE AS-BUILT DRAWING WITH CORRECT CENTERLINE HEIGHT. ALSO EMAIL CORRECT HETWORK VISION CENTERLINE HEIGHT, AZIMUTH, AND MECHANICAL DOWNTILT TO RF	APPROVANCE EDUCIN AS RECOVERED, RECIGNICAL THE BUILDS ON BUGS BOAS SHALE BETHEEN WITH THE APPLICATION OF NOALDS OR OTHER APPROVED CONDUCTIVE LEDUCH LATERAL BETHEEN CONNECTOR AND BUSS BAR, RECIGNICAL THE BURGE ON ALL OTHER SUMTACES SHALL OF FUGENED WITH THE APPLICATION OF COLD GALVANELATION AND GRITE APPROVENEE PART FO	
. NO PLEA OF INCOMPARES OF CONTINUES THAT DEST, OR DIFFICULTIES OR CONDINUES THAT MAY BE EXECUTIONED OR OF ANY DIFFICIENT WATTER CONSERVING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCPETED AS AN EXCLUSE FOR ANY FALLINGE, ON OURSEON OF THE PART OF THE CONTRACTOR TO FOUNDLE VERY DETAIL OF ALL THE	CONSIDERED.	ENGINEER.	FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND OR THE APPROPRIATE PAILIT TO Match as required.	
PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCPUED AS AN EXCLUSION ANT FAILURE OR DUILSION ON THE PART OF THE CONTRACTOR TO FULFIL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS COVERING THE WORK.	2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COLISTRUCTION TESTS, INSPECTIONS AND PROJECT DOCUMENTATION.	a. ALSO TESTS TO VERIFY OPERATION IS TO BE PERFORMED ATTEM FINAL DISTALLATION OF ANTENNAS AND ALSO CABLES HAVE BEEN CONNECTED. VERIFY OPERATION OF ALL EDSTINO SPRANT ALSO EDUPACHT INCLUMENT NETWORK WISION AND I JOHL TESTE DICLUDE	4. GROUNDING SHALL COMPLY WITH NEC.	λ
	3. CONTRACTOR SHALL ACCOUPLESS TESTING INCLUDING BUT NOT LIMITED TO THE FOLLOWING:	COMPLETE DOWNTHIT, ADMUTH (IF APPLICABLE) AND BEAMWOTH SWHEES (IF APPLICABLE). Document also test results in coax sweep test spreadsheet.	5. CONNECTIONS TO GROUND BARS EXCEPT WHERE NOTED ON THE DRAMMAS SHALL BE TWO HOLE LUG.	
L CONTRACTOR SHALL AT THER OWN DEPLET CARRY AND LANTAM FOR THE DURATORI OF THE PRIDLECT ALL INSURANCE AS REQUIRED AND UNITED AND BALL NOT COLLARCE WITH THEM WORK UNTE. THEY HAVE PRESCRITED AN ORIGINAL CENTRICATE OF HISURAUES STATUS ALL COVERAGE'S TO THE OWNER. REFER TO THE UNSTER ACCENTERINE TO REQUIRED INSURANCE LIMITS.	<ol> <li>COAX SWEEPE AND PREER TESTE PER CURRENT VERSION TS-0200 ANTENNA LINE ACCEPTANCE STANDARDS.</li> </ol>	C. COMPAN, CONTRACTOR MUST INSURE THAT NO OBJECT IS LOCATED IN FRONT OF ANTENNA.	5. IF NOT DOSTING, HOLL RUN GROUND SHALL BE AS SOLD THILED BARE COPPER WIRE, AND CADWELD CONNECTION TO ALL CROUND BARE,	PINNACLE
TO THE OWNER REPER TO THE DASTER AGREEMENT FOR RECOMED INSURANCE DIMINE.	A. ADL, AZHLITH, AND DOWNILT FRONDE AN AUTOLATED REPORT LIPLOADED TO ESTERRA USING A COLUMERCIAL LAADE FOR THE PURPOSE ELECTRONIC ANTENNA AUGUMENT TOOL. INSTALLED AZHLITH, CENTERINGE AND DOWNTLT LUST CONFORM WITH THE RF	THIS MEANS AND OBJECT IS O BE LOCATED AS DEGREES LEFT AND RENT OF FRONT OF ANTONA OR 7 DECRETS UP AND DOWN FROM CONTROL ANTONIA. IF THIS IS NOT POSSIBLE, CONTACT RF LOWARDER FOR FURTHER INSTRUCTION. IN ADDITION, 2,50HZ	7. JZ AWG, HAULATED STRANDED COPPER CARLE IS ACCEPTABLE FOR INTERIOR GROUND BAR CONDUCTORS ON TEMANT IMPROVEMENT SITES.	Telecom
CONTRACTOR NUST PROVIDE PROOF OF INSURANCE	INSTALLED AZIMUTH, CENTERIJNE AND DOWNTELT LIUST CONFORM WITH THE RF Confiduration data.	ANTENNA IS NOT TO BE PLACED IN FRONT OF ANY OTHER ANTENNA USING THE SAME 45 DEGREE RULE. THIS INCLUDES SPRINT AND NON-SPRINT ANTENNAS.	B. ALL GROUNDING CONDUCTORS SHALL BE ALONG THE SHORTEST AND NEATEST PATH POSSIBLE AS NOT TO INTERFERE WITH ANY DUSTING COUPLIENT,	
I. CENERAL CARPENTRY, ELECTRICAL, AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE Of THE WORK, THE CONTRACTOR LUST RETER TO ALL DRAWINGS. ALL CODRIMITION TO BE THE	C. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIONS TO ANY WORK IDENTIFIED AS UNACCEPTABLE IN SITE INSPECTION ACTIVITIES AND/OR AS A RESULT OF TESTING.	D. CENERAL CONTRACT IS REGURED TO USE A DIGITAL AUCHURNT TOOL TO SET AZUMUTH,	. DO NOT ALLOW BARE COPPER WARE IN CONTACT WITH GALVANIZED STEEL.	
RESPONSIBILITY OF THE CONTRACTOR.		D. DENTRYACIONNUCT: A XEMINTI ACUMACE IS YO AR WITHIN I DEDELL ORAFITET AND NOLLIETY TO MENT TAIL IS TO BE WITHIN A DEDERES. IF FOR SUBJECT ADMINISTRATION ACCUMATY CANNOT BE ACHIEVED, UPGATE AS-BUILT DRAMMES AND BIAM. SPRITT RY DIGNETS WITH AS-BUILT SETTINGS. USI 32 FR ALKOMENT TOO, CAN PERGAND EQUAL.	10. OXIDE INNIBITING COUPOING SHALL BE APPLIED TO ALL COMPRESSION TYPE AND TWO HOLE LUG GROUND CONNECTIONS.	LE HIDOLDALL AVEL BL HU 399 CIDAN KNOLL LVIE BU 3997
2. CONTRACTOR SHALL SUBULT SHOP DRAMMOS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL	D. ALL TESTING REQUIRED DY APPLICABLE INSTALLATION MOPS. 4. REQUIRED CLOSEDUT ODCUMENTATION INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:		ALL CROWND WRE'S FROM FOUPLIENT LOCATED AT THE SPRINT CONCRETE PAD SHALL BE ENCASED	CURINU KUNDITY NU KUNDI
3. ALL SHOP DRAMMOS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUDUITIAL TO THE OWNER.	A. AZIUUTH, DOWNTLT, AGL FROM SUMSICHT INSTRUMENTS - ANTENNALION AUGMENT TOOL.	HYBRID / "FIBER ONLY" CABLES:	WITH I PUC CONDUCT STRONG ENTERING CRADE LEVEL, AND STALED WITH SUCON.	THESE DRAWINGS ARE FORMATTED TO DE
4. REQUIRED STATE AND FEDERAL APPROVAL HAVE BEEN OBTAINED INCLUDING, BUT NOT LIVITED TO:	B. SWEEP AND FIBER TESTS.	1. CONTRACTOR SHALL PROVIDE ANTENNA MOUNTING HARDWARE AS INDICATED ON THE CONSTRUCTION DRAWINGS.	12. ALL CABLE BRUDGE SECTIONS SHALL BE GROUNDED WA TWO HOLE LUG TYPE CONNECTION WITH 14 COPPER STRAIDED WARE WITH GREEN RISULATION.	FULL SIZE AT 21"-54", IF DRAWINGS ARE 11"-17" THEY ARE TO BE CONSIDERED HALF SCALE AS INDICATED ON THE BAIL SCALE
-ANAL INSPECTION	C, SCALABLE BARCODE PHOTOGRAPHS OF YOWER TOP AND INACCESSIBLE SERIALIZED EQUIPLENT.	2. CONTRACTOR SHALL ROUTE, TEST, AND INSTALL ALL CABLES AS INDICATED ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH THE WANUFACTURER'S RECOLLIENDATIONS.	13. ALL CONNECTIONS AT GROUND BARS SHALL BE IN A NEAT AND CONSECUTIVE GROEP.	SCALE AS INDICATED ON THE DAIL SCALE BELOW EACH DRAWING COMPONENT.
-CERTIFICATE OF DECUPANCY	P. ALL AVAILABLE JURISDICTIONAL PERSIT AND OCCUPANCY REFORMATION.	T. THE INSTALLED RADIUS OF THE CABLES SHALL NOT BE LESS THAN THE MANUFACTURERS'S	14, GROUNDING CONNECTIONS SHALL NOT DE INSTALLED OR ROUTED THROUGH HOLES IN ANY WETAL Duletts unless provenity sleved with PVC conduit.	
A. ANY DEFICIENCIES THAT COME EMDENT DURING THIS ONE (1) YEAR PERIOD SHALL DE CORRECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.	S UNT FOLD OF PERSURF PROMITIN IN OPTO	SPECIFICATIONS FOR BENDING RADIL 4. EXTREME CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE CABLES DURING HANDUNG AND	<ol> <li>METAL WIRE CLIPS ARE PROINDITED, USE PLASTIC WIRE CLIPS ONLY.</li> <li>GROUMDING CONNECTION TO THE COUPLENT CANNETS SHALL BE MADE BY CONNECTING THE CROUND WIRE FROM THE BUSS BAR IN THE CARMIENTS TO THE CROUND BUSD.</li> </ol>	OF NERV
8. THE CONTRACTOR SHALL GUARANTEE ALL LABOR AND MATERIALS USED IN THIS PROJECT FOR A Linulum period one (1) year commencing from the date of final acceptance by the	F. A POT SCAN OF REDUKE HARK-UPS SUITABLE FOR USE IN ELECTRONIC AS-BUILT DRAWING PRODUCTION.	INSTALLATION.		13 35 3 2 4 1 10 0 5 Kg
cutifi.	G. LIEN WAIVERS.	5. FASTENING WAIN CABLED ALL CABLES SHALL DE INSTALLED WITH CABLE SUPPORT GRIPS AS REQUIRED BY THE WANUFACTURER.	17. IF APPLICABLE, CONTRACTOR SHALL PHOTOGRAPH GROUND RUID AND ALL CADWELDS PRIOR TO BACKFILL AND PROVIDE PHOTOS TO SPRINT PROJECT MANAGER.	A WWA
7. FINAL DATE OF ACCEPTANCE IS DEELED AS THE DATE THAT ALL	H. FRIAL PAYLENT APPLICATION.	6. FIBER BUNDLES ABOVE BREAKOUT SHALL BE SUPPORTED USING X" VELCRO STRAPS OF THE REQUIRED LENCTH AT 15" DC. STRAPS SHALL BE UV, DL. AND WATER RESISTANT AND SUITABLE	18, ANY CHANGES TO GROUNDING SPECIFICATIONS MUST BE RELATED TO AND APPROVED BY ENGINEER.	ADDAT
CONSTRUCTION SAFETY:	I. REQUIRED FINAL CONSTRUCTION PHOTOS.	FOR INDUSTRIAL INSTALLATIONS.	19. OROUNDING SYSTEM SHALL HAVE A RESISTANCE RATING OF 5 OHUS OR LESS. CONTRACTOR SHALL SUBJUT FINAL TESTING RESULTS TO SPRINT PROJECT MANAGER.	THE FINE CONT
1. ATTOINN IS DERETTE TO FEDERAL TATE, AND LOCAL LAWS RALES AND REGISTIONS CONCERNING CONSTRUCTION STAFT AND REALT STATUSES. THE CONSTRUCTORS COMPANY ANALOS THE PROJECT SALL BODIES AL MONSING SUBDIMENTICA CONSTRUCTORS COMPANY ANALOS THE PROJECT SALL BODIES AL MONSING SUBDIMENTICA DO SALETTION OF ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS ADDRESS ADDRESS ADDRESS AND ADDRESS AND ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS AND ADDRESS AD	A CONSTRUCTION AND COULDSSIONING CHECKLIST COMPLETE WITH NO DEFICIENT ITEMS. K. APPLICABLE POST NTP TASKS INCLUDING DOCUMENT UPLOADS COMPLETED IN SITEMAA.	7. DC BUHIDLES ABOVE BREAKOUT SHALL BE SUPPORTED WITH ZIP TIES OF THE ADEQUATE LENGTH. ZIP TIES TO BE UV STABILIZED, BLACK NYLON, WITH TENSUZ STRENOTH OF 12,000 PSI.	20. THE GROUNDING SYSTEM HAS BEEN DESIGNED TO GENERAL WARLESS TELECOM SPECIFICATIONS, ANY Additional cludt specific requirements shall be coordinated between the contractor and spent project wanager.	CONAL LIN
AWARDED THIS PROJECT SHALL INSURE ALL WORKING SURROUNDINGS AND CONDITIONS ARE SANITARY, AND ARE NOT HAZARDDUS OR CONCERCUS TO THE HEALTH OF SAFETY OF THE WORK	L CLOSEDUT PHOTOGRAPHS AND CLOSEDUT CHECKLISTI SPRINT WILL PROMOE SEPARATE	D. CABLE JUMPERS SHALL BE SUPPORTED TO SIDE ARMS OR HEAD FRALKS USIND STAINLESS STEEL THE WRAPS OR STAINLESS STEEL BUTTERFLY CUPS.	ELECTRICAL:	MICHAEL MCGOWAN
PROTECTION OF PERSONS AND PROPERTY, IT IS MANDATONY THAT THE SAFETY PROMIDING OF Applicable Local LAWS, OSHA REGULATIONS AND BURDING AND CONSTRUCTION CODES, BE	GUIDANCE.	9. MAIN CABLE INSTALLATION:		PROFESSIONAL ENGINEER
ODSERVED FOR ALL CONTRACTORS AND ANTENNA RIGGERS.		A. CONTRACTOR SHALL INSPECT CABLE PRIOR TO USE FOR SHIPPING DAMAGE, AND NOTIFY Sprint Constituction Manager IF any Damage is gesenved.	1. ALL ELECTRICAL WORK SHALL DE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC, AND ALL APPLICABLE CODES.	
<ol> <li>The GENERAL CONTRACTOR NUST COORDINATE ALL ROOF FREATED WITH THE LANGLARDS FRE Approved Roofter, The Chernal Contractor NUST Comprehending of All Proposed and Distribus Materials and Disure That All Existing Roof Warranties, If Any, Reland in Offect.</li> </ol>			2. CONDUIT ROUTINGS ARE RCHEWATIC, CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EXISTING AND PROPOSED EQUIPMENT IS NOT BLOCKED.	McGOWAN
		B. CABLE ROUTING/NETALLATION SHALL BE PLANNED TO DISURE THAT THE UNES WILL BE PROPERLY ROUTED IN THE CABLE DIVELOPE AS INDICATED ON THE DRAWNIGS, AND SHALL AVOID THEFINIO AND CROSSOVERS.	3. EACH END OF EVERY FORER, GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BE LABLED with color cord insulation or licentical tape (34) brand, if plastic electrical tape with up redictions, or could. The nontrecation method shall component with the NGS	ENGINEERING
3. ALL PRECAUTIONS AND MEASURES WILL BE TAKEN TO INSURE THE SAFETY OF THE DECUPANTS OF THE BUILDING AS WELL AS THE SAFETY OF THE PEDESTIKANS BELOW.		C. HOIST CARLE USING PROPER HOISTING GRIPS. DO HOT EXCEED WANUFACTURER'S RECOMMENDED WANHUM BEND RADIUS.	WITH UV PROTECTION, OR EQUAL), THE IDENTIFICATION METHOD SHALL CONFORM WITH THE NEC AND OSHA REQUIREMENTS.	645 WESTWOOD AVE. RIVERVALE, NJ 07675
<ol> <li>BARRICADES WILL BE ERECTED SEPARATHO WORK AREAS FROM ALL PUBLIC SPACES AS HEEDED.</li> <li>ALL RIKE AND OTHER RECURRED DOTS, WAY OF RAPERACH THEIR TO AND WAY OF TRAVE, FROM THE DOT TO THE STREET SHALL BE CONTINUOUSLY MAINTAINED FREE FOR UNDESTIGUED GENESS.</li> </ol>		D. TRANSISSION LINES SHALL DE GROUNDED AS INDICATED ON THE ORAWINGS.	4. POWER PHASE CONDUCTORS SHALL BE LABELLED WITH COLOR CODED INSULATION OR ELECTRICAL TAPE, PHASE CONDUCTOR COLOR CODES SHALL CONFORM WITH THE NEC AND OSHA	T: 201-464-5700 P: 201-464-5750
		E. ALL MAIN CABLE, DO BUNDLES, FIBER BUNDLES, AND JUMPER CABLES SHALL BE COLOR CODED AS REQUIRED BY TH DOOD LATEST REVISIOIL	REQUIRDADITS,	
8. PROVIDE A PORTABLE FIRE EXTINGUISHER(S) WITH A RATING NOT LESS THAN 2-A OR 2-AIDEC WITHIN 75FT OF ALL PORTIONS OF THE WORK AREA.		KEATHERPROOFING AND GROUND KITS:	5. ALL EQUIPMENT SHALL BE LADRIED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRAILCH CIRCUIT ID MULBERS.	
		A. ALL HYDRID, FIBER CABLES, CONNECTORS, AND DROUND KITS SHALL BE WEATHER PROOFED.	8. PANEL BOARDS AND INTERIAL CIRCUIT BREAKERS SHALL BE CLEARLY LABELED.	<b>]</b>
		B, CONTRACTOR MAY USE EITHER OF THE TWO STANDARD INDUSTRY PRACTICED Weatherroofnid Uctivos buy must be consistent with one method throughout The Ditter Project.	TELECTRICAL METALLIC TUBING (CAT) OR RIGID NONWETALLIC CONDUIT SHALL BE USED FOR 7. EXPOSED RIDGOR LOCATIONS.	
		THE ENTIRE PROJECT. C. COLD SHRINK: ENCOMPASS CONNECTOR IN COLD SHRINK TUBBID AND PROVIDE A DOUBLE	ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NON METALLIC TUBING (EIT), OR RIGID NON METALLIC CONDUCT SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.	
		WAR OF 2' LICENCAL TAPE EXTENSION 2' BEYOND TUBRIO, PROVIDE JU COLD SIMUNK CXS SERIES OR SPRINT APPROVED EQUAL.	9. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR	AJ SOUTH FINAL AJ
			LOCATIONS ABOVE GRADE.	A HINIA FOR REVIEW A
	· · ·	D. SCIF-AUMADMADING THE': CLAM SWIFACES, APPLY A DOUBLE WRAP OF SCIF MALACAMAING THE': BYORY CONNECTOR, APPLY A SOCION WRAP OF SCIF MALACAMAING THE' IN GPPOSITE DIRECTIONI. APPLY A DOUBLE WRAP OF 2' WAR ELECTRICAL THE CONTINUES OF COVIDIN THE SET MALACAMAINT AFF.	10. RICID NON METALLIC CONDUIT SHALL BE USED UNODROROUND, DIRECT BURIED, IN AREAS OF Occasional unit venicle traffic or dicased in remfored concrete in Areas of Many Venicle Traffic.	REY. DATE REVISION DESCRIPTION BY
		E OPEN FLALI ON JOB SITE IS NOT ACCEPTABLE	1. LICKID-THE FLEXELE HETALLIC CONDUCT SHALL BE USED INDOORS AND OUTDOORS WHERE 1. WRATERI OCCURS AND FLEXENITY IS NEEDED.	PROINCT ID # PL13XC370
			17. CONDUIT AND TUBBIG FITTINGS SHALL BE THREADED OR COMPRESSION TYPE AND APPROVED TOR	(2.5 EQUIPMENT DEPLOYMENT)
·			THE LOCATION USED. 13. WREWAYS SHALL' BE EPDXY COATED AND BICLUDE A HINGED COVER, DESIGNED TO SWIND OPEN	PROJUCT LOCATION
			DOWIWARD SHALL BE PANDUNT TYPE E (OR EQUAL); AND RATED NEWA 1 (OR BETTER) HIDDORS, OR NEWA 31 (OR BETTER) OUTDORS.	1690 EAST OAK ROAD
			EQUIPHENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOZES SANLL BE 14 GALVANIZED OR EPOXY COATED SHEET STELL, SHALL HEET OR EXCERD UL SO, AND RATED NEWA	VINELAND, NJ 08362 CUMBERLAND COUNTY
			I(OR BETTER) INDOORS, OR NEWA 3R (OR BETTER) DUTDOORS.	
	· ·		15. NETAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE DALVANIZED, EPDXY COATED, OR NON-CORRODING, SHALL WEET OR EXCEED UL 514A AND NEMA DS 1; AND RATED NEMA 1 (OR	DRAWING TITLE:
			BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) DUTGOORS.	SPECIFICATIONS
			16. NON NETALLIC RECEPTACLE, SWICH, AND DEVICE DOKES SHALL WELT OR EXCEED HELA G5 2: AND RATED NEIJA 1 OR BETTER (INDORS) OR WEATHER PROTECTED (WP OR DETTER) OUTDOORS.	
			17. THE CONTRACTOR SHALL ODTAIN ALL NECESSARY AUTHORIZATIONS AND PERMITS BEFORE COLIENCING ELECTRICAL WORK,	
			18. CONTRACTOR SHALL PROVIDE NECESSARY TAGGING OF THE BREAKERS, CABLES, DISTRIBUTION PANELS, IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAVEGUARD AGARIST UFF AND PROPERTY.	DRAFTURI PKQ SILLET #
			UFE AND PROPERTY.	
·····			1	
	,			

ANTENNA, RRU, HYBRID/"FIBER ONLY" CABLE:

2. ANTENNAS AND RRU'S SHALL BE INSTALLED AS PER CONSTRUCTION DRAWINGS.

4. CONTRACTOR SHALL PROVIDE ANTENNA MOUNTING HARDWARE AS INDICATED ON THE CONSTRUCTION DRAWNOS.

CONTRACTOR IS RESPONSIBLE TO INSURE THEY HAVE THE LATEST VERSION OF THE SPIRINT RADIO PREDUDANCY DATA SHEET. IF THERE ARE ANY DISCREPANCES BETWEEN THE RATES AND THE CONSTRUCTION DRAWNOS, CONTRACTOR MUSIC IMMEDIATELY NOTITY SPIRINT CONSTRUCTION

3. CONTRACTOR STALL ASSEMBLE ALL ANTENNAS ONSTE NA ACCORDENT IN MAINTAN SUPPLICIDARY DE LA MARAGEMENTS, ANTENNAS ONSTE NA ACCORDENT IN THE MARAGEMENTS BURGHENT DE LA MARAGEMENTS, ANTENNAS HEREIT, ALUET, ALDE TABLE ORDERATION BURGHENT DE LA MARAGEMENTS, ANTENNAS CONSTRUCTOR DRAWNOS, SPRINT REDS SHALL OVERHEE CONSTRUCTION DRAWNOS.

GROUNDING:

1.

WHEN DESIGNING A GROUNDING SYSTEM FOR A MODILE RADIO FACILITY THERE ARE FOUR Interrelated areas of conern. The basic dbjective for each is:

C. ELECTROSTATIC CONTROL-TO REDUCE ELECTROSTATIC DISCHARGE PROBLEMS.

A. LICHTNING PROTECTION-TO MARITAIN ALL EQUIPMENT AT THE SAME POTENTIAL DURING A LICHTNING PULSE.

B. REI FOR NOISE INDUCTION CONTROL-TO ESTABLISH THE LOWEST POSSIBLE IMPEDANCE AUCIO ALL EQUIPISENT.

D. PERSONNEL SAFETY-TO MARITAN A MINIMUM VOLTAGE DIFPERENCE BETWEEN ANY TWO METALLIC OBJECTS WHICH PERSONNEL MIGHT CONTACT SIMULTANEOUSLY,

THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY Inccessary for the proper execution and completion of the work as stipulated in the contract.

GENERAL REQUIREMENTS:

- 1. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK To be done and the materials to be furnished for construction.

- 4. LUIGR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND EMALL BE CONSIDERED AS PART OF THE WORK, NO CHARGES THAT ALTER THE CHARACITER OF THE WORK WILL BE MADE OR FERLITION BY THE OWNER WITHOUT INSURIA C ANDRE ORDER.
- THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPENENT THE INTENT OF THE DRAWNUS AND TO DESIGNATE THE UCHOD OF THE PROCEDURE, TYPE AND QUALITY OF THE MATERIALS REQUIRED TO CONFLIENT HIE VORTH

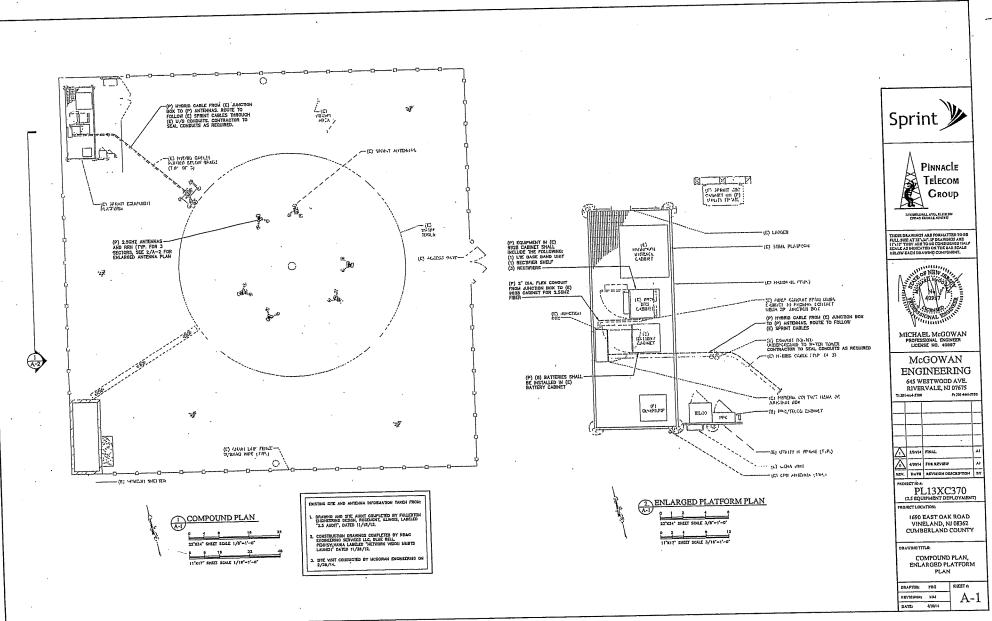
- B. CABLE LABELING EN-2012-00
- A. COAX COLOR CODING SWEEP'S AND FIDER TESTING TS-0200 AND EL-0500, LATEST REVISIONS.

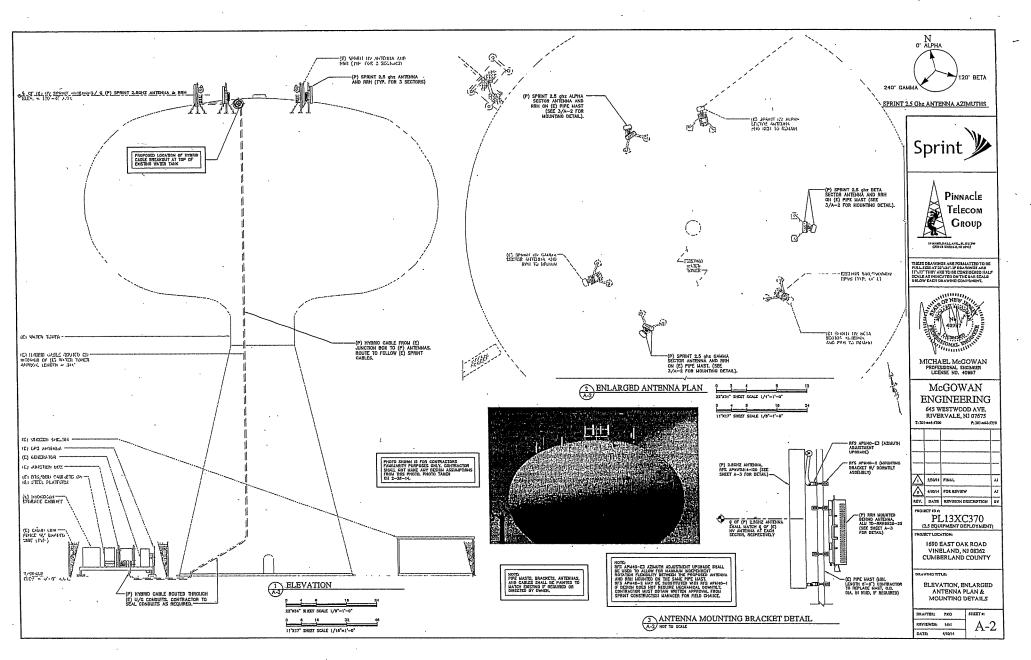
SPRINT METHOD OF PROCEDURE:

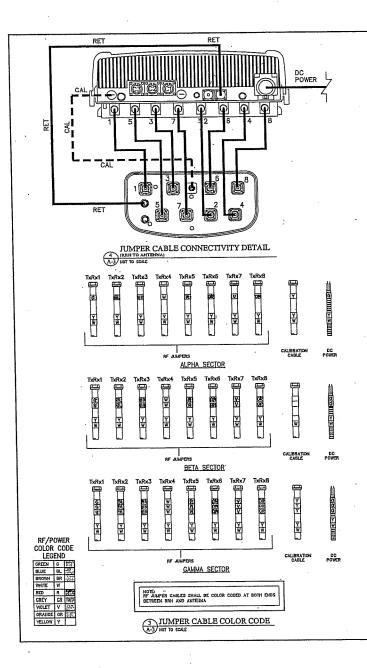
1. CONTRACTOR SHALL PERFORM WORK AS DESCRIBED IN:

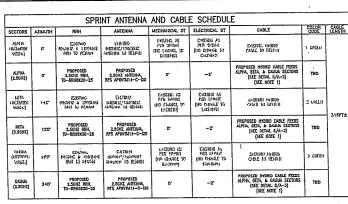
- C. ALL APPLICABLE INSTALLATION METHOD OF PROCEDURES IDENTIFIED ELSEWHERE IN THE CONTRACT DECLINENTS.

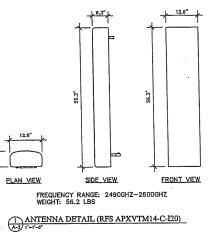
- 2. COMPANY FURNISHED NATERIAL AND EQUIPMENT IS IDENTIFIED ON THE SPIRIT OF DATE SHEET. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE FINAL REDS FROM SPRINT. 3. CONTRACTOR IS RESPONSIBLE FOR SPRIIT PROVIDED WATERIAL AND EQUIPMENT TO ENSURE IT IS PROTECTED AND HANDLED PROPERLY THROUGHOUT THE CONSTRUCTION DURATION,



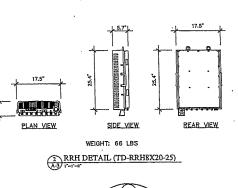






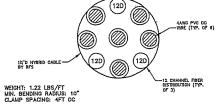


ITEM	CABLE BILL OF	QUANTITY/LENGTH
		downin i / cenoin
AITTENNA	RFS APXVTM14-C-120	3
RRH	ALCATEL LUCENT TD-RRH8X20-25	3
HYBRID CABLE	RFS HB114-21U3U12-325F	1 / 325FT
JUMPER CABLE	RFS LCF(2-50) (CONNECTORS PRE-INSTALLED BY LINNUFACTURER)	27 / 8FT
RET CABLE	CONVECTORS PRE-INSTALLED BY MANUFACTURER)	3 / BFT



NOTE 1: PROPOSED CADLE LENGTH REPRESENTS THE APPROXEMATE DISTANCE BETWEEN THE MUNCTION BOX AT THE SPRINT PLATFORM AND THE RRH AT THE FURTHEST SECTOR

IT IS RECOMMENDED FOR THE CONTRACTOR TO CONFIRM EXISTING CABLE LENGTHS FOR ALL SECTORS, FROM PREVIOUSLY COMPLETED ANTONIA SWEEPS, IN

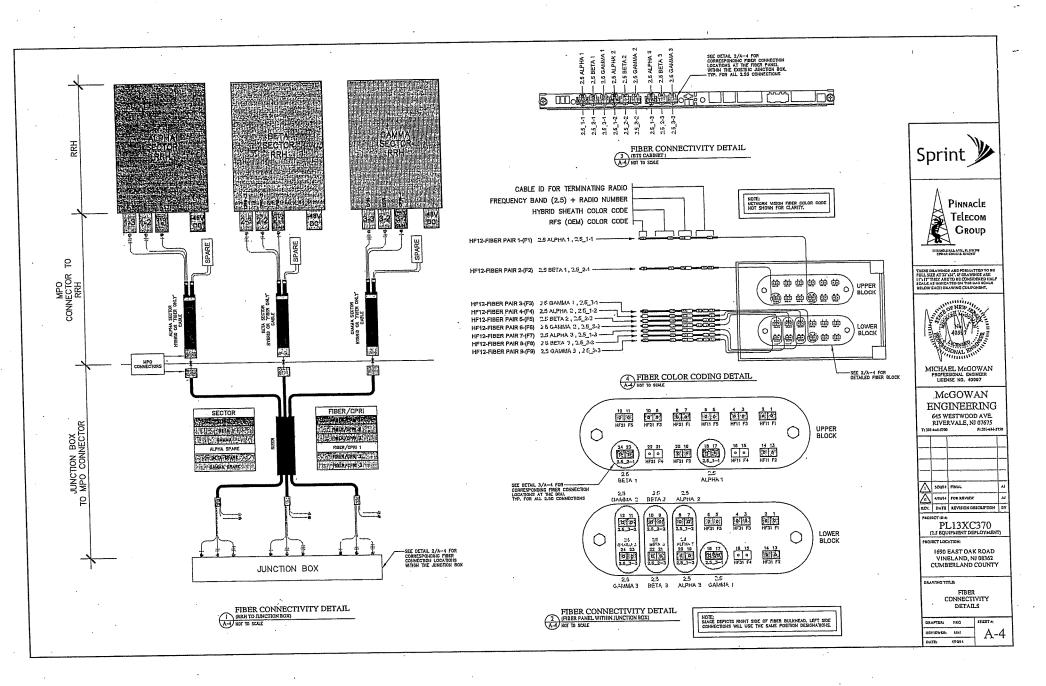




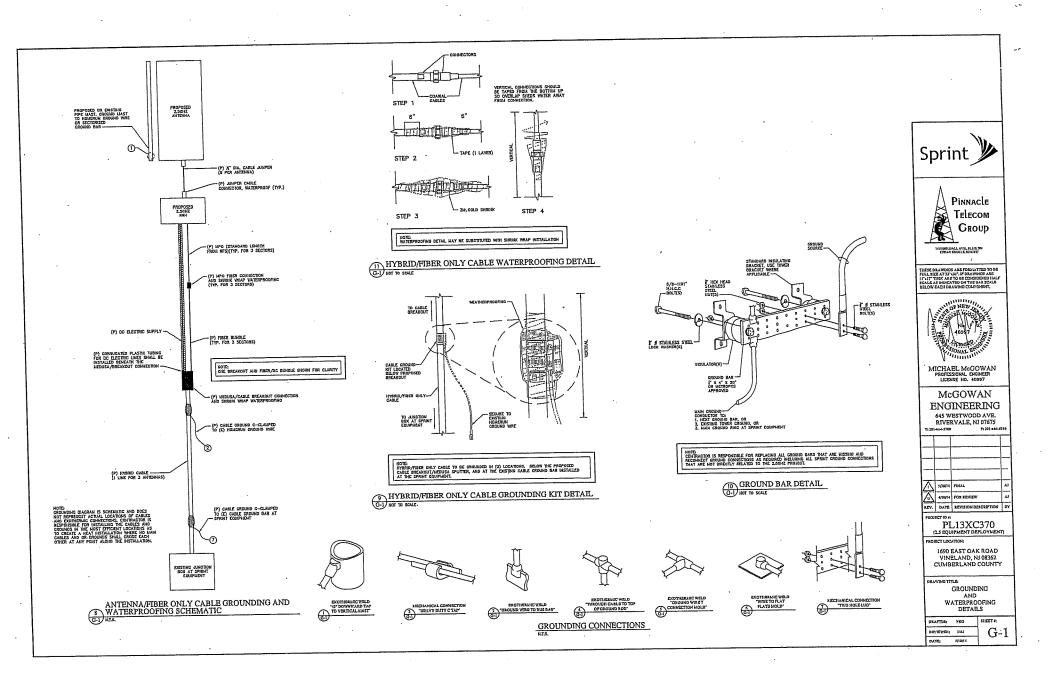


Sprint 🎾

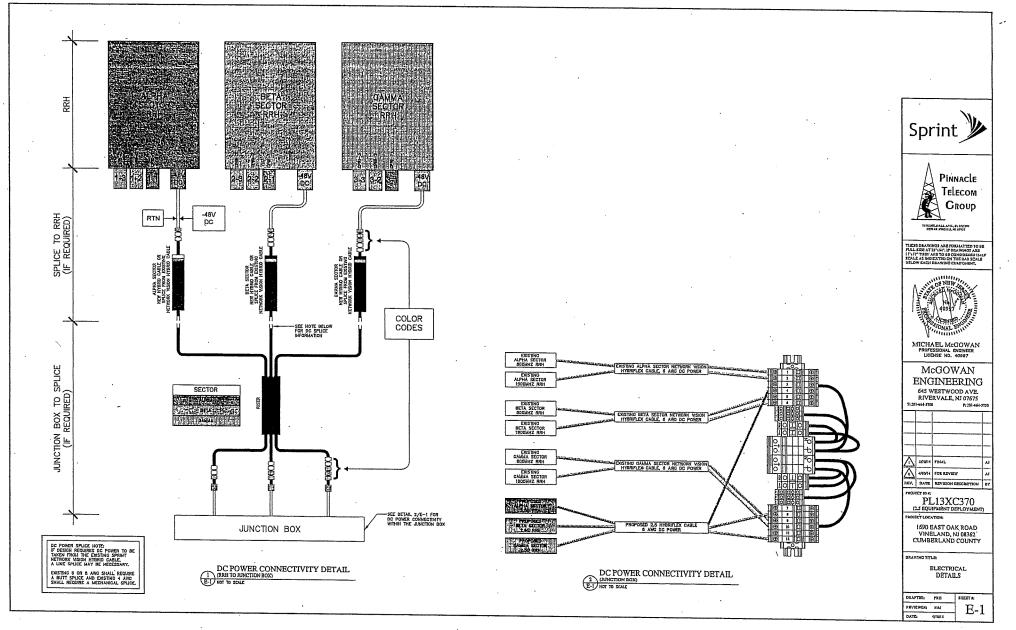
DRAFTOR: PKQ SILEPT A: ILEVIEWER: AIM A-3 DATES 4/10/14



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# EXHIBIT B

## SECOND AMENDMENT TO COMMUNICATIONS ANTENNA SITE LEASE AGREEMENT

This Second Amendment to Lease Agreement, hereinafter referred to as the "Amendment", is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019 (the "Effective Date"), between the City of Vineland, with its offices located at 640 East Wood Street, Vineland, New Jersey 08362, hereinafter referred to as the "City", and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. with its principal offices located at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 hereinafter referred to as "Carrier". At times, the City and Carrier may be referred to collectively as "the Parties".

#### WITNESETH

WHEREAS, the Parties entered into that certain Lease Agreement dated September 1, 2004 and amended January 14, 2015 (the "Agreement") whereby Carrier leased certain space on the City's water tower located on real estate owned by the City that is known as Block 227, Lot 8 on the Tax Map of the City of Vineland; and

WHEREAS, the City has determined that the water tower is in need of painting and notice was given to Carrier; and

WHEREAS, the City has retained a contractor to perform the painting of the water tower on the City's behalf; and

WHEREAS, in furtherance of such painting and future maintenance of the water tower, a corral will be installed on the water tower for the installation of Carrier's and other wireless operators' equipment, with Carrier's antenna arrays to be moved from existing mounts on the water tank to said corral; and

WHEREAS, Carrier is amenable to installing a temporary bracket onto the corral for this painting project as well as anticipation of future maintenance requirements of the water tower, in that Carrier's equipment shall not have to be removed from the water tower for this project and for future maintenance. For this painting project, four-foot extensions will be installed from the corral level to allow the City's contractor to paint the water tower and Carrier has agreed to coordinate its coaxial cable relocation and/or coaxial protection as needed. After the painting is completed, said four-foot extensions will be removed and Carrier's antennas will be relocated back to the corral level; and

WHEREAS, the Parties desire to memorialize the altered water tower equipment configuration, which shall be reflected in Exhibit A (2019) attached hereto and made a part hereof; and

WHEREAS, the City has requested that Carrier agree to forego claims against the City and/or its painting contractor that may arise from damage to Carrier's equipment, to which Carrier is amenable; and WHEREAS, the Parties desire to memorialize the permanent relocation of Carrier's antenna arrays on the water tower.

NOW, THEREFORE, in exchange for the promises hereinafter made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. The Parties agree that Carrier shall temporarily move its equipment from the water tank to the extensions on the corral to allow for the painting work and thereafter to permanent mounts on the corral.
- 2. Notwithstanding anything to the contrary in Section 19 of the Agreement regarding indemnification, Carrier hereby agrees that, except for claims arising from the City's and/or its painting contractor's gross negligence or willful misconduct during the painting project, Carrier will otherwise indemnify and hold harmless the City and/or its painting contractor for all claims arising out of, incidental to, or in connection with the contractor's painting. Such agreement by Carrier shall be for a two-year period beginning on the date when installation of the corral begins, unless an extension is agreed to by the Parties.
- 3. The Parties acknowledge and agree that Exhibit A of the Agreement shall be deemed deleted in its entirety and replaced with and superseded by Exhibit A (2019), which Exhibit A (2019) shall represent Carrier's allowed equipment configuration under the Agreement.
- 4. The Parties acknowledge and agree that the rental increase of \$200.00/mo. referenced in Amendment No. 1 to Site Agreement of January 14, 2015, shall now begin on the date that is 30 days after the start of construction of the modifications to the facilities that are subject of this Amendment.
- 5. Except as modified herein, all other terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect. In the event of any conflict between the Agreement and the provisions of this Amendment, the provisions herein shall prevail and shall supersede conflicting terms and conditions, if any.

IN WITNESS WHEREOF, the City and Carrier have set their hands and affixed their respective seals the date and year first written.

## City of Vineland

Witness

By: Anthony Fanucci Mayor Date:

**Carrier:** 

By:

Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P.

itness

Gont

Sean Donahue Market Manager

5-1-19 Date:

PL13XC370 / East Vineland

## Exhibit A (2019)

