

## SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between The City of Glen Cove, a New York municipality, having a place of business at 9 Glen Street, Glen Cove, New York 11542 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

### WITNESSETH:

#### 1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Permitted Modifications**" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"**Property**" means that certain parcel of real property upon which the Structure is located.

"**Structure**" or "**Tower**" means that certain structure (Leech Circle water tank) of which the Premises are a part.

#### 2. Premises, Term, Rent and Contingencies.

2.1 **Premises.** Landlord is the owner of the Property located at Leech Circle, Glen Cove, NY 11542 as more particularly described in Exhibit A. Landlord leases to Tenant approximately 35 square feet of space for its communications equipment, together with additional space on the Structure for antennas, cabling and related improvements in connection with the use and operation of its facilities as such are initially described in Exhibit B, collectively referred to as the "**Premises**". Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant's Installation; and (b) any easements

on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first day of the month following the earlier of (x) ninety (90) days after the issuance of a building permit for Tenant's Installation; or (y) the commencement of Tenant's Installation (the "**Commencement Date**") and will expire on the last day of the month that is ninety six (96) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to Two (2) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord annual rent for the Premises ("**Rent**"). Rental payments for the first year of the Initial Term will be due at a total annual rental of Eighty-Five Thousand and 00/100 Dollars (\$85,000.00). The first Rent payment shall be made within sixty (60) days of the Commencement Date, with subsequent rent payable by the fifth day after each anniversary of the Commencement Date. On each anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3%) of the then current Rent. Payments shall be made annually and delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional year shall be prorated based upon the number of months during such year that the payment obligation was in force. Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any reason not due to Tenant's omission ("**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents

or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

### **3. Use, Access and Modifications to Tenant's Equipment.**

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises in accordance with Section 6.3 herein. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises.

3.3 Modifications to Tenant's Equipment. The drawings and descriptions contained on Exhibit "B" specifically describe the quantity of equipment, the numbers, and locations of antennas, and the locations of cables to be installed within the Premises. In the event of a conflict between the general description set forth above, and the specific descriptions drawn and depicted on Exhibit "B", then Exhibit "B" shall govern. Landlord and Tenant acknowledge and agree that the descriptions and depictions contained on Exhibit "B" are specific to the equipment and specifications on Exhibit "B" and that Tenant has no future right to modify Exhibit "B" after the Effective Date of this Agreement without a duly executed written amendment; provided, however, Tenant shall have the right to make Permitted Modifications without any such amendment or approval. Tenant shall have the right to complete the installation of the equipment as shown on Exhibit "B" and shall have no further rights to any additional ground space, surface area on the Tower, or to add any material additional weight or wind resistance loading to the installation on the Tower, the roof, legs, railings, etc. without the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, delayed, or denied and in no event delayed more than fifteen (15) business days. Landlord and Tenant stipulate that it is not unreasonable for Landlord to withhold, delay, or condition consent for any future proposed modification to the Equipment where the modification would involve the Tenant taking up any additional space by more than twenty percent (20%), or where such modification would involve the Tenant's Installation requiring additional weight or wind shear loading that exceeds the weight or wind shear loading of the equipment installation shown on Exhibit "B" by more than ten percent (10%).

For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

### **4. Utilities, Liens and Taxes.**

4.1 Utilities. Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant at the Premises and Tenant shall pay the utility company directly. So long as this Agreement remains in effect, Landlord at all times shall provide Tenant with access to the utilities at the Property so that Premises shall have electrical, gas and telephone service. In connection with the electric, gas and telephone utility sources located on the Property that is/are necessary for Tenant to operate its Installation, Landlord agrees to grant the local utility provider the right to install its equipment or other improvements on, over and/or under the Property and Landlord shall cooperate in connection therewith, including without limitation,

executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Landlord acknowledges that the Property, of which the Premises forms a part, are at present exempt from real property taxation because Landlord is a municipality. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

## 5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees they are absolutely obligated not to cause Interference (as defined below) with any other equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (b) except for an Emergency, Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any seven (7) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

## 6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

6.3 Access and Easements. Landlord agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 4:30 p.m., Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. If Tenant needs access after ordinary business hours, Tenant will endeavor to give Landlord prior notice, if feasible. Except for emergency access, prior to access to the Property, Tenant shall provide a minimum of 24 hours' prior e-mail and telephone notice to the Landlord's Designated Site Representative so that a representative or consultant of the Landlord can accompany Tenant. As of the Effective Date, the "Designated Site Representative" is Director of Public Works: 9 Glenn Street, Glen Cove NY 11542 Phone (516) 676-4402. Landlord reserves the right to change the name and/or contact information of the Designated Site Representative upon written notice to the Tenant. All personnel must carry and provide proper identification at all times. If, after Tenant's initial installation as shown on Exhibit B, Tenant's presence at the Property exceeds three one-half days per calendar month, Tenant shall reimburse the Landlord to cover the actual commercially reasonable costs associated with having an employee or designated representative on site beyond the three one-half days. A half day shall be calculated as any time beyond four (4) hours. Any time beyond four (4) hours on any given day shall be counted as a second 1/2 day. No work shall be permitted on weekends or holidays unless specifically permitted by Landlord. Landlord shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside ordinary 8:00 a.m. to 4:30 p.m. business hours, provided Tenant agrees to reimbursement of the Landlord's employee or designated representative, at an hourly rate of \$150.00 per hour. Notwithstanding anything stated to the contrary, access to Tenant's equipment space outside ordinary business hours to perform routine and quiet maintenance is conditioned upon sending telephone and email notification to the Designated Site Representative.

6.4 Inspection. At the Landlord's discretion, an independent engineer review of Tenant's Installation at the Premises may be requested by Landlord by an engineer chosen by Landlord. Tenant agrees to reimburse Landlord up to \$1,500 for said review when invoiced by Landlord; provided, however, such review may not occur more than once a year.

6.5 Upgrade Protocol. As detailed in Exhibit C attached hereto, Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location

of or method of construction of the Installation. The Tenant's Installation shall remain the exclusive property of Tenant and shall not be considered fixtures.

## **7. Surrender and Hold Over.**

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions, alterations and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will accrue during the Equipment Removal Period. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to one hundred fifty percent (150%) the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

## **8. Default, Remedies and Termination.**

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law or condition of the Property which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; or (ii) Landlord or a third party installs any structure, equipment, or other item which

blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

## 9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

## 10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional

insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

## 11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement and has taken all necessary action to approve this Agreement which would include having this agreement approved by the Landlord's City Council; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (g) the only local approval that Tenant requires is an administrative building permit from the building inspector of the City of Glen Cove, and all local zoning approvals are not applicable due to the nature of the Installation and Landlord's actions hereunder. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.



## 12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third-party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease

is for recording purposes only and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party and in the event of Landlord's termination, any prepaid Rent shall be reimbursed to Tenant.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights, however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

**If to be given to Landlord:**

City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542  
Attn: City Attorney

**If to be given to Tenant:**

DISH Wireless L.L.C.  
Attn: Lease Administration  
5701 South Santa Fe Drive  
Littleton, Colorado 80120

*If by courier service:*

9 Glen Street  
Glen Cove, New York 11542

*If by first-class certified mail:*

9 Glen Street  
Glen Cove, New York 11542

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**LANDLORD:**

**The City of Glen Cove**

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

Authorized Signatory

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

**DISH WIRELESS L.L.C.**

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

DocuSigned by:

*Dave Mayo*

F0DA1A105A684B7...

Authorized Signatory

Name: Dave Mayo

Its: EVP

Date: 10/24/2022

DS  
*SM*

10/21/2022

DS  
*LA*

10/23/2022

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau and State of New York, more particularly bounded and described as follows:**

**Commencing at a point on the north line of Leech Circle North as the same is laid out on a certain map entitled, map of the Leech Farm, owned and developed by Grace E. Payne, situated at City Glen Cove, Nassau County, N.Y., made by S.B. Bowne, July 1930, and which said map is filed in the Office of the Clerk of the county of Nassau; said point of beginning being 524.57 feet easterly from the intersection of the north line of Leech Circle North with the east line of Porter Place, as measured along the north line of Leech Circle North;**

**RUNNING THENCE north 20 degrees, 54 minutes 20 seconds east 102.01 feet along the east line of lot number 10 on the aforesaid map, to the south line of lands now or formerly of Tatum and known as the uplands,**

**RUNNING THENCE south 68 degrees, 38 minutes east along said land of Tatum 100 feet to other lands of the party of the first part;**

**THENCE south 20 degrees, 54 minutes 20 seconds west along said other lands of the party of the first part, 110 feet;**

**THENCE south 65 degrees 39 minutes west still along other lands of the party of the first part 30.34 feet to the north line of Leech Circle north;**

**THENCE along the north line of Leech Circle north on a curve to the left the radius of which is 117 feet and the chord north 47 degrees, 43 minutes 20 seconds west 85.28 feet to the point or place of BEGINNING.**

**Being the same plot designated on the aforesaid map as N.Y. Water Service Corp.**

**Together with a right for ingress and egress, in over and along the streets or highways as shown on the aforesaid map to and from said premises.**

Leech Circle, Glen Cove, NY 11542

Also known as Section 21, Block D, Lot 23 on the Tax Map of the City of Glen Cove, Nassau County

EXHIBIT B

SITE PLAN













<div><div>ENERGISTS HEX 20000059896</div><div><div>ENCLOSURE DIM (HxWxD) 75"x37"x32"</div><div>POWER SYSTEM -48V ALPHA/NOVA</div><div>FEEDER BANK</div><div>TOTAL WEIGHT (EMPTY) 375 LBS</div></div></div> <div><div>FRONT</div><div>BACK</div><div>SIDE</div></div>		<div><div>RAYCAP PPC RDAC-2465-P-240-MTS</div><div><div>ENCLOSURE DIMENSIONS (HxWxD) 38"x22.5"x14.5"</div><div>WEIGHT 80 LBS</div><div>OPERATING AC VOLTAGE 240V/120V 1 PHASE 2W/4W</div></div></div> <div><div>FRONT</div><div>BACK</div><div>SIDE</div></div>		<div><div>SQUARE D SAFETY SWITCHES DZZ4NRB</div><div><div>ENCLOSURE DIM (HxWxD) 28.25"x14.5"x14.5"</div><div>ENCLOSURE TYPE NEMA 3R IMPROOF</div><div>UL LISTED FILE E-3875</div></div></div> <div><div>FRONT</div><div>BACK</div><div>SIDE</div></div>		<div><div>SAFETY SWITCH DETAIL</div><div>NO SCALE</div><div>3</div></div>	
<div><div>EATON METER SOCKET UNHRSZ13BEUSE</div><div><div>METER SOCKET TYPE RMO</div><div>ENCLOSURE DIM (HxWxD) 18"x17"x14"</div><div>MAIN AMPERE RATING 200A</div><div>WEIGHT 18 LBS</div></div></div> <div><div>FRONT</div><div>BACK</div><div>SIDE</div></div>		<div><div>POWER PROTECTION CABINET (PPC) DETAIL</div><div>NO SCALE</div><div>2</div></div>		<div><div>CHARLES CRT-PF2020DSH1 FIBER TELCO ENCLOSURE</div><div><div>ENCLOSURE DIM (HxWxD) 30"x20"x14"</div><div>ENCLOSURE WEIGHT 20 LBS</div><div>INSULATION TYP 4</div><div>COMPLIANCE</div></div></div> <div><div>FRONT</div><div>BACK</div><div>SIDE</div></div>		<div><div>FIBER TELCO ENCLOSURE DETAIL</div><div>NO SCALE</div><div>6</div></div>	
<div><div>COMASCOPE WB-K110-B WAVEGUIDE BRIDGE KIT</div><div><div>ENCLOSURE DIM (HxWxD) 18"x17"x14"</div><div>WEIGHT/VOLUME 380.0 LBS</div><div>CABLE RUN (FT) 12</div></div></div> <div><div>FRONT</div><div>BACK</div><div>SIDE</div></div>		<div><div>TYPICAL ICE BRIDGE CONCRETE PIER DETAIL</div><div>NO SCALE</div><div>8</div></div>		<div><div>HYBRID CABLE RUN</div><div>NO SCALE</div><div>9</div></div>			

CONSTRUCTION DOCUMENTS

DATE  
9/23/21

REV  
1

DESCRIPTION  
1. NO. 1000  
2. NO. 1000  
3. NO. 1000  
4. NO. 1000  
5. NO. 1000  
6. NO. 1000  
7. NO. 1000  
8. NO. 1000  
9. NO. 1000  
10. NO. 1000

PROJECT INFORMATION  
DISH Wireless LLC  
PROJECT INFORMATION  
NYNY002158A  
E. LEACH CIRCLE  
GLEN COVE, NY 11542

SHEET TITLE  
EQUIPMENT DETAILS

SHEET NUMBER  
A-5

IF IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT THIS DOCUMENT OR ANY PART OF IT, THE USER SHALL BE RESPONSIBLE TO OBTAIN THE NECESSARY PERMISSIONS FROM THE COPYRIGHT OWNER.

DESIGNED BY  
CHECKED BY  
DRAWN BY  
DATE  
9/23/21

PROJECT NUMBER  
NYNY002158A

PROJECT INFORMATION  
DISH Wireless LLC  
PROJECT INFORMATION  
NYNY002158A  
E. LEACH CIRCLE  
GLEN COVE, NY 11542

SHEET TITLE  
EQUIPMENT DETAILS

SHEET NUMBER  
A-5













5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



353 N. 10th STREET, SUITE 400  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.SALIENTARCHITECTS.COM

**NOTES**

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AISC RATINGS FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.

ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC).

CONDUIT SIZES AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 300.

0.75" CONDUIT - 0.122 SQ. IN AREA  
1.25" CONDUIT - 0.151 SQ. IN AREA  
1.5" CONDUIT - 0.196 SQ. IN AREA  
2" CONDUIT - 0.261 SQ. IN AREA

CABLE CONDUIT CONDUIT CONDUIT (1) CONDUIT: USING THREE-2, 0.1  
#10 - 0.0011 SQ. IN X 2 = 0.0022 SQ. IN  
#10 - 0.0011 SQ. IN X 1 = 0.0011 SQ. IN  
TOTAL - 0.0033 SQ. IN

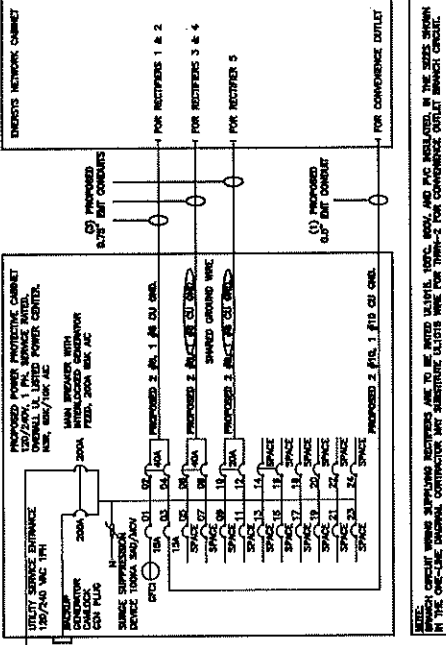
0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECEIVED CONDUIT CONDUIT CONDUIT (1) CONDUIT: USING THREE-2, 0.1  
#8 - 0.0002 SQ. IN X 2 = 0.0004 SQ. IN  
#8 - 0.0002 SQ. IN X 1 = 0.0002 SQ. IN  
TOTAL - 0.0006 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PVC FIBER CONDUIT CONDUIT CONDUIT (1) CONDUIT: USING THREE, 0.1  
#8 - 0.0002 SQ. IN X 2 = 0.0004 SQ. IN  
#8 - 0.0002 SQ. IN X 1 = 0.0002 SQ. IN  
TOTAL - 0.0006 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.



**NOTES:**

1. ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC).

2. ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC).

3. ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC).

4. ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC).

5. ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC).

PPC ONE-LINE DIAGRAM

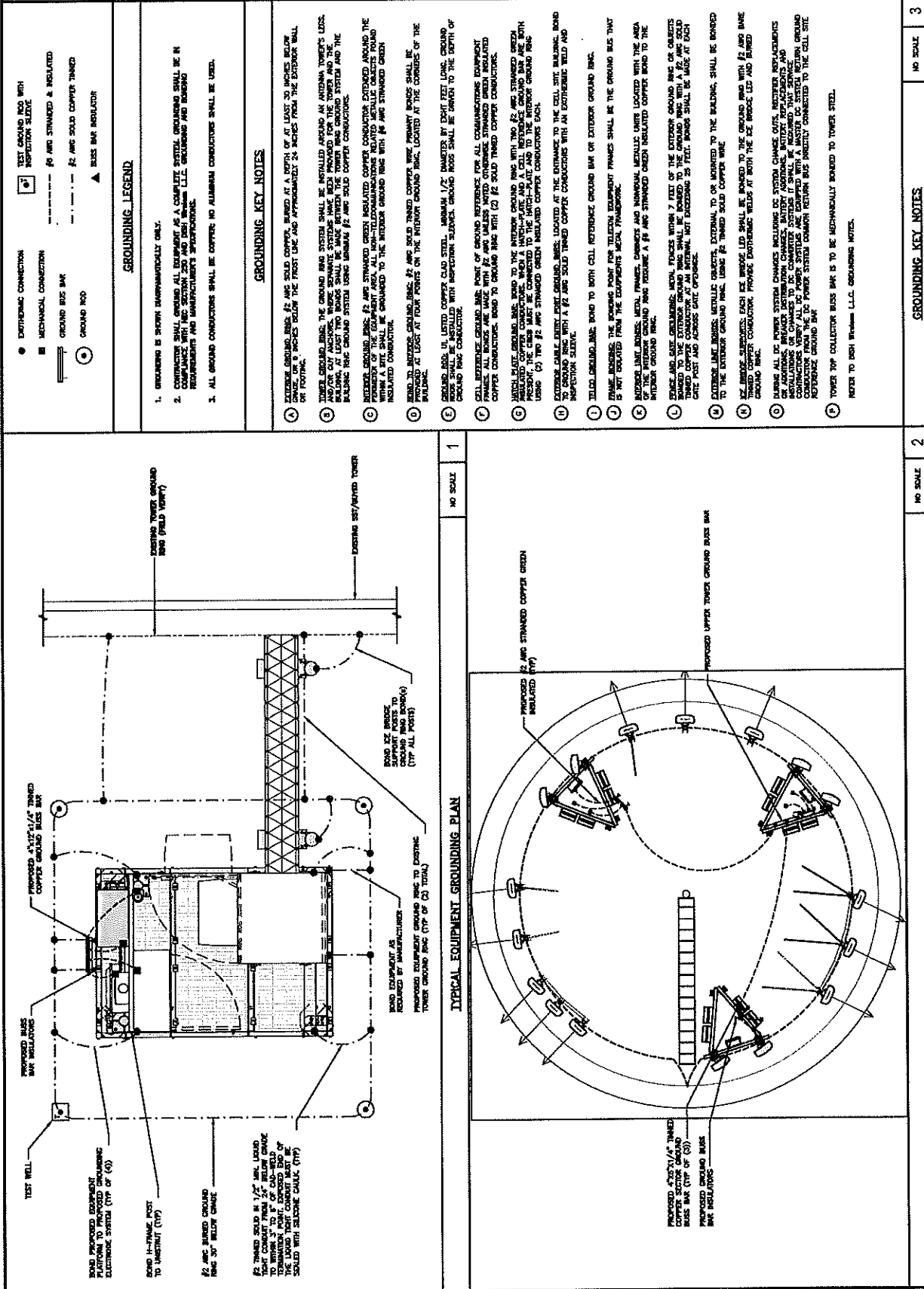
NO SCALE

1

PROPOSED ENERGYS PANEL SCHEDULE									
LOAD SERVED	VOLTAGE	CIRCUIT	FUSE	TRIP	WIRE	CONDUIT	WIRE	CONDUIT	LOAD SERVED
1. 120/240 VAC 1PH	120/240	1	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
2. 120/240 VAC 1PH	120/240	2	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
3. 120/240 VAC 1PH	120/240	3	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
4. 120/240 VAC 1PH	120/240	4	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
5. 120/240 VAC 1PH	120/240	5	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
6. 120/240 VAC 1PH	120/240	6	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
7. 120/240 VAC 1PH	120/240	7	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
8. 120/240 VAC 1PH	120/240	8	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
9. 120/240 VAC 1PH	120/240	9	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
10. 120/240 VAC 1PH	120/240	10	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
11. 120/240 VAC 1PH	120/240	11	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
12. 120/240 VAC 1PH	120/240	12	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
13. 120/240 VAC 1PH	120/240	13	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
14. 120/240 VAC 1PH	120/240	14	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
15. 120/240 VAC 1PH	120/240	15	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
16. 120/240 VAC 1PH	120/240	16	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
17. 120/240 VAC 1PH	120/240	17	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
18. 120/240 VAC 1PH	120/240	18	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
19. 120/240 VAC 1PH	120/240	19	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
20. 120/240 VAC 1PH	120/240	20	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
21. 120/240 VAC 1PH	120/240	21	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
22. 120/240 VAC 1PH	120/240	22	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
23. 120/240 VAC 1PH	120/240	23	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
24. 120/240 VAC 1PH	120/240	24	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
25. 120/240 VAC 1PH	120/240	25	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
26. 120/240 VAC 1PH	120/240	26	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
27. 120/240 VAC 1PH	120/240	27	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
28. 120/240 VAC 1PH	120/240	28	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
29. 120/240 VAC 1PH	120/240	29	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
30. 120/240 VAC 1PH	120/240	30	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
31. 120/240 VAC 1PH	120/240	31	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
32. 120/240 VAC 1PH	120/240	32	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
33. 120/240 VAC 1PH	120/240	33	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
34. 120/240 VAC 1PH	120/240	34	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
35. 120/240 VAC 1PH	120/240	35	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
36. 120/240 VAC 1PH	120/240	36	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
37. 120/240 VAC 1PH	120/240	37	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
38. 120/240 VAC 1PH	120/240	38	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
39. 120/240 VAC 1PH	120/240	39	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
40. 120/240 VAC 1PH	120/240	40	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
41. 120/240 VAC 1PH	120/240	41	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
42. 120/240 VAC 1PH	120/240	42	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
43. 120/240 VAC 1PH	120/240	43	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
44. 120/240 VAC 1PH	120/240	44	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
45. 120/240 VAC 1PH	120/240	45	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
46. 120/240 VAC 1PH	120/240	46	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
47. 120/240 VAC 1PH	120/240	47	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
48. 120/240 VAC 1PH	120/240	48	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
49. 120/240 VAC 1PH	120/240	49	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
50. 120/240 VAC 1PH	120/240	50	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
51. 120/240 VAC 1PH	120/240	51	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
52. 120/240 VAC 1PH	120/240	52	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
53. 120/240 VAC 1PH	120/240	53	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
54. 120/240 VAC 1PH	120/240	54	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
55. 120/240 VAC 1PH	120/240	55	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
56. 120/240 VAC 1PH	120/240	56	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
57. 120/240 VAC 1PH	120/240	57	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
58. 120/240 VAC 1PH	120/240	58	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
59. 120/240 VAC 1PH	120/240	59	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
60. 120/240 VAC 1PH	120/240	60	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
61. 120/240 VAC 1PH	120/240	61	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
62. 120/240 VAC 1PH	120/240	62	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
63. 120/240 VAC 1PH	120/240	63	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
64. 120/240 VAC 1PH	120/240	64	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
65. 120/240 VAC 1PH	120/240	65	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
66. 120/240 VAC 1PH	120/240	66	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
67. 120/240 VAC 1PH	120/240	67	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
68. 120/240 VAC 1PH	120/240	68	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
69. 120/240 VAC 1PH	120/240	69	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
70. 120/240 VAC 1PH	120/240	70	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
71. 120/240 VAC 1PH	120/240	71	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
72. 120/240 VAC 1PH	120/240	72	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
73. 120/240 VAC 1PH	120/240	73	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
74. 120/240 VAC 1PH	120/240	74	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
75. 120/240 VAC 1PH	120/240	75	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
76. 120/240 VAC 1PH	120/240	76	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
77. 120/240 VAC 1PH	120/240	77	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
78. 120/240 VAC 1PH	120/240	78	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
79. 120/240 VAC 1PH	120/240	79	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
80. 120/240 VAC 1PH	120/240	80	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
81. 120/240 VAC 1PH	120/240	81	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
82. 120/240 VAC 1PH	120/240	82	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
83. 120/240 VAC 1PH	120/240	83	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
84. 120/240 VAC 1PH	120/240	84	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
85. 120/240 VAC 1PH	120/240	85	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
86. 120/240 VAC 1PH	120/240	86	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
87. 120/240 VAC 1PH	120/240	87	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
88. 120/240 VAC 1PH	120/240	88	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
89. 120/240 VAC 1PH	120/240	89	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
90. 120/240 VAC 1PH	120/240	90	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
91. 120/240 VAC 1PH	120/240	91	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
92. 120/240 VAC 1PH	120/240	92	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
93. 120/240 VAC 1PH	120/240	93	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
94. 120/240 VAC 1PH	120/240	94	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
95. 120/240 VAC 1PH	120/240	95	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
96. 120/240 VAC 1PH	120/240	96	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
97. 120/240 VAC 1PH	120/240	97	15A	15A	12	1/2"	12	1/2"	120/240 VAC 1PH
98. 120/240 VAC 1PH	120/240	98	15A	15A	12	1/2"	12	1/2"	120/240 VAC



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**CONSTRUCTION  
DOCUMENTS**

SUBMITTALS		
REV	DATE	DESCRIPTION
A	9/6/2002	ISSUED FOR REVIEW
B	10/16/2002	ISSUED FOR COMMENTS
C	1/22/2003	ISSUED FOR COMMENTS
D	3/26/2003	ISSUED FOR COMMENTS
E	4/11/2003	ISSUED FOR PRELIM PLANS
1	9/1/2003	ISSUED AUTOMATIC LAYOUT

AME PROJECT NUMBER  
NYNYC02158A

DISH Wireless L.L.C.  
PROJECT INFORMATION

E. LEECH CIRCLE  
EN COVE, NY 11542

**SHEET TITLE**  
**LEGEND AND**  
**ABBREVIATIONS**

**SHEET NUMBER**

GN-1

## ABBREVIATIONS

### LEGEND

2025 RELEASE UNDER E.O. 14176



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



324 N. 100 STREET SUITE 400  
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P: 303.733.4444  
www.salientarchitects.com

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CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
A	10/27/2018 ISSUED FOR BIDDING
B	10/24/2018 ISSUED PER COMMENTS
C	1/12/2019 ISSUED PER COMMENTS
D	3/29/2019 ISSUED PER COMMENTS
E	4/21/2019 ISSUED FOR PERMIT FILING
F	5/17/2019 ISSUED PER COMMENTS, LAYOUT
AME PROJECT NUMBER NYNYC02158A	





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325 N. 100TH STREET SUITE 400  
DENVER, CO 80231  
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		9/23/21

### CONSTRUCTION DOCUMENTS

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PROJECT NUMBER  
NYNYC02158A

PROJECT INFORMATION  
DISH Wireless LLC  
NYNYC02158A  
E. LEECH CIRCLE  
GLEN COVE, NY 11542

SHEET TITLE  
GENERAL NOTES

SHEET NUMBER  
GN-3

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MCC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA UL ANSI/IEEE AND THE NEC.
21. WIRERAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIRERAY SPECIMATE WIRERAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE. MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHOULD BE MADE TO THE CONDUIT BEFORE IT IS LAYED OUT. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE REGULARLY CLAMPED TO BOXES BY GALVANIZED WALLABLE IRON BUSHING ON INSIDE AND GALVANIZED WALLABLE IRON LOCKOUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEAREST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless LLC, AND OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICORD LABEL ON THE METER CENTER TO SHOW "DISH Wireless LLC."
30. ALL EMPTY/SPACE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 308, ASTM A164, ASTM A183 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 PSF.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (F<sub>c</sub>) OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO THE TIME OF CASTING UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINMENT AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WFW) SHALL CONFORM TO ASTM A186. ALL SPICES SHALL BE CLASS "B" TENSION SPICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (F<sub>y</sub>) OF STANDARD REINFORCING BARS ARE AS FOLLOWS:  
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# GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GDS'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR GROUND ELECTRODE SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDING AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BUS DISCONNECT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRE, #6 STRANDED COPPER OR LARGER FOR INDOOR BUS, #2 BARE SOLID TINNED COPPER FOR OUTDOOR BUS. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STUCK BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
7. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
8. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
9. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
10. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
11. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS COMPS.
12. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
13. ICE GROOVE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
14. APPROVED ANTI-OXIDANT COATINGS (I.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
15. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
16. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
17. BOND ALL METALLIC OBJECTS WITHIN 6 FT. OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
18. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR STEELS THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. NON-METALLIC MATERIAL, SUCH AS PVC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (I.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE). THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDING THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CABLE-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (AND TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE BONDED TO GRADE, THE CONTRACTOR SHALL ROUTE GROUNDING CONDUCTORS FROM UNDERGROUND TOWERS AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM. THE BUILDING STEEL, COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (TERRAZZO OR NONTERRAZZO METAL PIPING ONLY), DO NOT ATTACH GROUNDING TO FREE SPRINKLER SYSTEM PIPES.



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## CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	5/21/21	ISSUED FOR PERMIT
2	5/21/21	ISSUED FOR PERMIT
3	5/21/21	ISSUED FOR PERMIT
4	5/21/21	ISSUED FOR PERMIT
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6	5/21/21	ISSUED FOR PERMIT
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8	5/21/21	ISSUED FOR PERMIT
9	5/21/21	ISSUED FOR PERMIT
10	5/21/21	ISSUED FOR PERMIT

PROJECT NUMBER  
NNYC02158A

PROJECT INFORMATION  
NNYC02158A  
E. LEECH CIRCLE  
GLEN COVE, NY 11542

SHEET TITLE  
GENERAL NOTES

SHEET NUMBER  
GN-4

EXHIBIT C  
**TELECOMMUNICATIONS FACILITY UPGRADE PROTOCOL**

*Revised May 25, 2017*

- A. All equipment upgrade submissions must comply with all applicable ordinances and regulations of the City of Glen Cove and all applicable regulations, rules, standards, requirements and conditions of the Glen Cove City Code.
- B. Initial written submission of TENANT's proposed equipment upgrades must be delivered to City of Glen Cove, 9 Glen Street, Glen Cove New York 11542, Attention: City Attorney. The initial submission ("Initial Submission") must include:
  - (1) Copy of existing As-Built on file with TENANT, encompassing the telecommunications equipment that will be upgraded or changed in some manner;
  - (2) Drawings showing proposed equipment upgrades or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work"); and
  - (3) Estimated construction schedule, detailing length of time for TENANT to perform construction work.
- C. Upon review of the Initial Submission, the LANDLORD may make reasonable written requests for additional related documentation and/or modifications with respect to any modification which is not a Permitted Modification.
- D. Upon receipt of a request under Paragraph C, TENANT shall supply the additional related documentation and/or make modifications to the Initial Submission, as reasonably requested by the LANDLORD.
- E. A "Final Submittal" shall be made by TENANT to the LANDLORD in the same manner described for the Initial Submission in Paragraph B. The Final Submittal shall include the following.
  - (1) Final plans and specifications for the proposed equipment changes, and a revised Scope of Work, if different from what was provided in the Initial Submission.
  - (2) A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if TENANT's proposed upgrades or changes include the addition of new antennas, to show compliance with any existing equipment and FCC regulations regarding RF emissions.

- (3) Final construction schedule, detailing the length of time for TENANT to perform the proposed work ("Construction Schedule").
  - (4) A deposit, in an amount not to exceed \$3,000.00, to cover all reasonable costs incurred by LANDLORD related to the proposed work, including, but not limited to, expenses incurred by the LANDLORD for the review of the drawings and Scope of Work by LANDLORD's staff or LANDLORD'S outside engineering firm and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve work on the Tower, the ground, or all of the above. LANDLORD shall access the deposit only pursuant to the terms set forth in Paragraph O below.
  - (5) If, after review, LANDLORD determines that the proposed upgrade will impact the structural integrity of the Tower or building, an appropriate engineering study will be undertaken. LANDLORD will provide TENANT with a written explanation of the reasons for the structural integrity study. The reasonable costs of the structural integrity study shall be paid by the TENANT. The study shall be performed by an engineer selected by the LANDLORD. TENANT will be responsible for the cost of any and all structural modifications or reinforcements of the Tower or the building that may be required in order to accommodate any new or modified equipment added by TENANT in connection with an upgrade. TENANT shall include any and all structural modifications and reinforcements in the Scope of Work and the Construction Schedule. LANDLORD shall have the right to deny authorization for any modifications to the building or Property that will, in the LANDLORD's judgment, materially interfere with operations or diminish the usable space within the building
  - (6) If the proposed upgrades require additional ground space, or Tower space, the LANDLORD will be entitled to a reasonable increase in the rental fee due under the Lease. TENANT shall not start work until the LANDLORD and TENANT have agreed upon the amount of the rental fee increase.
- F. Following the Final Submittal, the LANDLORD and TENANT will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.
- G. LANDLORD's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, conditioned, delayed or denied.
- H. When the Final Submission is approved by the LANDLORD, the LANDLORD will deliver a written Notice to Proceed delineating the approved Scope of Work and Construction Schedule. The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the LANDLORD who TENANT should contact to coordinate the approved work and access to the site.
- I. TENANT shall confirm the date and time that TENANT and its agents and representatives will perform the upgrade work and the names of the TENANT agents and/or representatives who will be entering the

property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the TENANT shall provide a minimum of 48 hours' prior notice, by contacting the LANDLORD agent/representative referenced in Paragraph H, at the phone number and email address provided. The LANDLORD agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay TENANT's ability to access the property to perform the upgrade work. Once TENANT has notified the LANDLORD as indicated above, the LANDLORD will provide access to TENANT in furtherance of the Notice to Proceed, within 48 hours.

- J. The LANDLORD, its engineer and/or inspector may be on site to inspect the work and confirm compliance with the Notice to Proceed. Reasonable costs of inspection up to \$1,500.00 per modification shall be paid by the TENANT within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing the costs.
- K. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or holidays recognized by the City of Glen Cove. Notwithstanding the foregoing, the LANDLORD will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided TENANT agrees to the full reimbursement for any actual, reasonable expenses associated with the time spent by LANDLORD's engineer or inspector monitoring the work, such expenses to be paid within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing the expenses.
- L. Absent unforeseen and/or extenuating circumstances, TENANT shall have sixty (60) calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by TENANT.
- M. Upon substantial completion of the work, TENANT shall submit to LANDLORD written notice indicating the substantial completion of the upgrades or changes to allow the LANDLORD to schedule an engineering inspection. Within thirty (30) days of the LANDLORD's receipt of TENANT's written notice of substantial completion, the LANDLORD shall submit to TENANT a written acceptance of the work or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the TENANT's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted within the thirty (30) day period. TENANT shall use reasonable efforts to complete all punch list items within thirty (30) days of the receipt of the punch list. If the items on the punch list are not completed within said thirty (30) days, LANDLORD shall, upon ten (10) days' notice to TENANT, have the option of completing such items at TENANT's expense, provided that LANDLORD itemizes to TENANT all reasonable expenditures incurred and TENANT has not completed same following the ten (10) days' notice.
- N. Once all work has been approved by LANDLORD or its engineer, TENANT shall submit at its cost and expense: (1) New As-Built drawings by an engineer or architect licensed in New York, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in New York to reflect minor upgrade modifications; and (2) Color photographs of the completed work.

- O. The LANDLORD shall submit a final, detailed bill to TENANT detailing the time and work reasonably performed, within sixty (60) days after TENANT's completion of the work. LANDLORD shall use the Deposit to pay such final bill. If the bill exceeds the Deposit, TENANT shall pay the excess (but in no event more than \$3,500.00) within thirty (30) days after receipt of the bill. If the bill is less than the Deposit, a refund shall be made within sixty (60) days thereafter.
- P. This Upgrade Protocol is applicable only to work where TENANT seeks to upgrade or modify its existing equipment installation which is not a Permitted Modification. It does not apply to: (1) maintenance or repair of any existing equipment; and (2) replacement of broken or non-functioning equipment with like kind or similar equipment.
- Q. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the Landlord may waive some or all of the formalities of this Upgrade Protocol provided that any such waiver must be in writing

For Senior Center Use  
Log #: \_\_\_\_\_  
Date: \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions, and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Volunteers for Wildlife, Inc

Type Entity: ( ☒ ) Sole Proprietorship ( ☐ ) Partnership ( ☐ ) Corporation

Address: 194-A Bayville Road

City/State/Zip: Locust Valley, NY 11560

Business Telephone: 516.674.0985

3. WORK TO BE  
PERFORMED

AGENCY desires that IC perform, and IC agrees to perform the following work:

(2) Wildlife Programs at the Senior Center Adult Day Program

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$600 total for (2) Events at \$300 each Event

Dates: October 2022- December 2022

For Senior Center Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

5. REIMBURSE-  
MENT OF  
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS &  
COMPEN-  
SATION

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or another fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT  
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation, and other items that were used, created, or controlled by IC during the term of this Agreement.



11. TERM OF  
AGREEMENT

This agreement shall become effective on October 2022  
and shall terminate on December 2022

12. TERMINATION  
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

13. TERMINATION  
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY  
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE  
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

For Senior Center Use  
Log #: \_\_\_\_\_  
Date: \_\_\_\_\_

18. **INDEMNIFICATION** To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.


**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

_____	_____	_____
Signature	Mayor Title	Date

**\*INDEPENDENT CONTRACTOR**

Volunteers for Wildlife, Inc.  
Firm/Individual Name

	_____	_____
Signature	Independent Contractor Title	10/4/22 Date

**Independent Consultant Contract with Carol Waldman Amendment # 1**

AMENDMENT # 1 IS HEREBY MADE between the Agency and Independent Consultant set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF  
INDEPENDENT  
CONSULTANT

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Carol Waldman

Type Entity: ( ☒ ) Sole Proprietorship ( ☐ ) Partnership ( ☐ ) Corporation

Address: 270 Carpenter Avenue

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: 516.216.0836

Email: carolwaldman4@gmail.com

3. AMENDMENT #1

AGENCY desires that IC perform and IC agrees to perform the following work amended as per original Agreement #17 Amendment Provision:

Additional Grant Oversight, Liaison to Nassau County for the Age Friendly Initiative Grant at a rate of \$3,000 to be paid in (2) payments of \$1,500, once per month for November and December 2022.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONSULTANT**

Carol Waldman  
Firm/Individual Name

Carol Waldman  
Signature

\_\_\_\_\_  
Independent Consultant  
Title

10/11/22  
Date

TECHACS CORP.  
2957 Roxbury Rd.  
Oceanside, NY 11572  
info@techacs.com  
212-202-1952

Date: 10/11/22

## WEBSITE Proposal Wordpress Template Proposal

<u>Date</u>	<u>Description</u>	<u>Amount</u>
Date: 10/13/21	<u>Total Project</u>  City of Glen Cove for additional Website Design / Support for \$7,000 effective November 1, 2022 – December 31, 2022, payable in (4) Stages (bi-weekly) for \$1,750.	\$7,000    4 X \$1,750 (bi-weekly) 11/1/22 – 12/31/22
TOTAL	<u>Total time:</u> Estimate 3-4weeks	Total \$7,000.00

Please make your check payable to TECHACS CORP.

Authorized TECHACS CORP. Signature

Print Name \_\_\_\_\_ Juan Vides \_\_\_\_\_ Date: \_\_\_\_\_ 10/11/22






Department of  
Motor Vehicles

VEHICLE BILL OF SALE

dmv.ny.gov

Clearly print or type all information, except signatures.

I, Village Clerk of Sands Point, Liz Gaynor,  
(Seller)

in consideration of \$ 5,000, do hereby sell, transfer and convey to

City of Glen Cove,  
(Buyer)

the following vehicle:

DESCRIPTION OF VEHICLE

Year	Make	Model														
2017	Ford	Interceptor														
Vehicle or Hull Identification Number																
1	F	M	5	K	8	A	R	\$	H	G	D	2	5	9	0	'

TERMS AND CONDITIONS (if applicable)

As Is

SELLER

Name	
Inc. Village of Sands Point - Police Department	
Address	
26 Tibbits Lane, Sands Point, NY 11050	
Signature	Date
X <i>Elizabeth Gaynor</i>	10/24/2022

BUYER

Name	
Address	
Signature	Date
X	



City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Auxiliary

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3310-52250	Vehicles	\$5,000.00	
A3310-51120	Hourly		\$3,000.00
A1990-55940	Contingency		\$2,000.00

Reason for Transfer:

Purchase vehicle from Inc Village of Sands Point

Department Head Signature: 

Date: 10/28/2022

City Controller Approval: 

Date: 10/31/22

City Council Approval – Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_





City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

## BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: 10/17/2022

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5110-42706-2005	Arbor Day Grant	\$9,600.00	
H5110-52260-2005	Tree Planting		\$9,600.00

Reason for Amendment:

Invoices for tree planting were paid through the capital tree planting fund and should be reimbursed by TD Bank/Arbor Day Foundation Grant.

\* REIMBURSEMENT RECEIVED OCTOBER 14, 2022

Department Head Signature: [Signature]

Date: 10/17/22

City Controller Approval: [Signature]

Date: 10/20/22

City Council Approval-Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_





City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

## BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: EMS A4540

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A4540- <del>51641</del> 43601	STATE AID - EMS	11841.50	
A4540-51101	Annual Salaries		7000.00
A4540-51120	Hourly		4000.00
A9010-57176	FICA		841.50

**Reason for Amendment:**

NYS Healthcare workforce bonus payment of \$11841.50. \$841.50 is the FICA Tax Reimbursement  
\$7000.00 for Annual Salaries to be paid to employees eligible for the bonus.  
\$4000.00 for Hourly to be paid to employees eligible for the bonus

Department Head Signature: Christopher DeMetropolis

Digitally signed by Christopher DeMetropolis  
Date: 2020.10.20 14:00:23 -04'00'

Date: 11/1/2022

City Controller Approval:

Date: 11/1/22

City Council Approval-Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_

# POTENTE

John E. Potente & Sons Inc.

## Invoice

DATE	INVOICE #
11/3/2022	V31129

BILL TO
CITY OF GLEN COVE CITY HALL 9 GLEN ST. GLEN COVE, NY 11542-4106

SHIP TO/JOB NAME
5110 CITY OF GLEN COVE DEPT OF PUBLIC WORKS 100 MORRIS AVE.

					SHIP VIA		DEL #
					PICKUP		
PO#	TERMS	Rep	SHIP DATE	JOB#	Time in:	Time out:	
	NET 30	SCOTT	11/3/2022				
ITEM	QTY	DESCRIPTION			RATE		AMOUNT
SRG24G	2	Steel Reticuline Galvanized Grate ONLY 2' x 4' w/Lock			1,000.00		2,000.00T
IR24HC-In	1	24" diam. H.D. Frame & Cover ARND424P  PICKED UP BY TONY  AS PER MANNY GRELLA 516-369-5065			300.00		300.00T

All Payments Made By Credit Card Are  
Subject To A 4% Surcharge

All returns must be accompanied by this invoice and are subject to a 15% restocking charge.  
All overdue invoices are subject to late fees plus maximum interest penalty allowed by law.  
Curb-side Deliveries Only - Sidewalk & Driveway at customer's risk. Customer takes full  
responsibility for any and all damages resulting from Delivery.

Sales Tax (0.0%)	\$0.00
Total	\$2,300.00

LOADED BY:	E-mail	RECEIVED BY:
	jepotente@aol.com	X 