



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

To: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Ianello, Treasurer

Cc: Terrence D. McCracken, Secretary to the Authority

From: Mark S. Carney, General Counsel
John DelMonte, Associate Attorney

Date: November 28, 2023

Subject: Updated Lease with T-Mobile for Wehrle Tower Location (the "New Lease")

The above referenced "New Lease" has been negotiated on behalf of the Authority and accepted by T-Mobile to replace the lease agreement originally entered into by the parties on July 11, 2002 (the "Prior Lease"), which was extended for three 5-year renewal terms and allowed to remain in effect (after expiration of the final termination notice sent in April of this year) while good-faith negotiations leading up to the exchange of revised and edited drafts of the New Lease were completed between T-Mobile's local and district representatives (and its legal department) with the Authority's Legal Department, Risk Manager, Security Officer and Engineering Department.

A copy of the final draft of the New Lease which has been signed by T-Mobile's authorized representative (along with its referenced Exhibits and Addenda) is submitted with this Memorandum for the Board's review and approval based on the improved terms and conditions of the New Lease that significantly enhance the legal rights and interests of the Authority over the legal posture it was in under the Prior Lease.

The core terms of the New Lease drawn to the Board's attention for consideration are as follows:

- 1. Term-** Five (5) years commencing retroactively on July 1, 2023 (the "Effective Date"), with two 5-year renewal terms (total of 15 years).
- 2. Rent-** \$68,000.00 annually, with the first year's Rent payable within 30 days after full execution; each year thereafter the Rent is increased by 3% and due on the Anniversary Date of the Effective Date. There is also now a provision for the imposition of an enhanced Rent obligation of 150% over the last Rent amount for any period of time that T-Mobile remains on the Premises beyond the post-termination vacatur date (see Section 5. c.).
- 3. Performance Bond-** T-Mobile has agreed to post and deliver a Performance Bond to secure the faithful performance of all its obligations in the sum of \$50,000.00 (Section 6. e.). The Tenant's posting of recourse security represents an important improvement of the Authority's legal posture in the event of a future default.



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- 4. Premises Security (Sections 11, 12 and 13) and Insurance Compliance (Section 17)**- all the provisions in these Sections have been significantly enhanced to meet the unique needs and requirements to protect the Authority's public infrastructure and its liability exposure against potential claims of serious bodily injury, death and/or property damages stemming from the Tenant's use and possession of the Premises. All these Sections have been either imposed for the first time or extensively revised and amended from those in the Prior Lease.

Subject to the Board's review of the entire New Lease, and obtaining such other information of its legal terms and conditions and the content of its Exhibits, the Legal Department recommends its approval, acceptance and execution.

ERIE COUNTY WATER AUTHORITY
 AUTHORIZATION FORM
 For Approval/Execution of Documents
 (check which apply)

Contract: _____ **Project No.:** _____
Project Description: Lease Agreement for the leasing of space on the Authority's Wehrle Tank

Item Description:


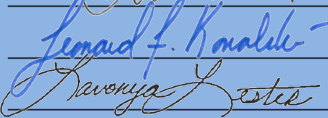




Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:


Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input type="checkbox"/> Other (if Applicable)	_____	Date: _____
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>11/30/2023</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>12/04/2023</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>11/30/2023</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>12/4/2023</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>11/30/2023</u>
<input checked="" type="checkbox"/> Legal		Date: <u>11/30/23</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>12-04-23</u>
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Remarks: Pending receipt of Certificates of Insurance and Performance/Payment Bond -MJM

Resolution Date: _____ **Item No:** _____

SITE LEASE AGREEMENT

This SITE LEASE AGREEMENT (this "**Agreement**" or "**Lease**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between ERIE COUNTY WATER AUTHORITY, a public benefit corporation, having its principal place of business at the address of 295 Main Street, Room 350, Buffalo, New York 14203, ("**ECWA**" or "**Authority**") and T-MOBILE NORTHEAST LLC, a Delaware limited liability company, having its principal place of business at the address of 12920 S.E. 38th Street, Bellevue, Washington 98006 ("**Tenant**").

ECWA and Tenant agree to the following:

1. **Property Description.** ECWA is the owner of the real property located on a parcel of land with a street address of 450 Wehrle Drive Amherst, NY Tax Map No. 08015, and on a legal description as further described on **Exhibit A** (the "**Property**"). The Property includes the location of a water tower owned by ECWA ("Tower") which Tenant seeks to have access to located on a portion of the Property which is comprised of approximately two hundred (200) square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes approved by ECWA.

2. **ECWA Cooperation.** Subject to the Rules and Policy Manual, which is applicable to all tenants of the Property in a non-discriminatory manner, ECWA shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). ECWA authorizes Tenant to file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). ECWA's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, ECWA shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals. Upon execution of this Agreement, Tenant immediately shall apply for all required Government Approvals and diligently pursue same. Tenant shall be solely responsible for all application and operational permit fees without cost to or contribution from ECWA.

3. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, of the and Antenna Facilities in accordance with the plans, specifications details that are submitted to ECWA in advance and subject to prior written approval by ECWA before any installation shall occur. TENANT shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Tower described in Exhibit "B" attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). Tenant's installation of all such equipment, personal property, and facilities shall be done according to plans approved by ECWA, and no equipment or property shall be subsequently relocated without ECWA's approval, which approvals shall not be unreasonably withheld or delayed. ECWA acknowledges that Tenant previously installed the Antenna Facilities pursuant to the Prior Lease (defined below) and ECWA hereby approves the plans attached hereto as Exhibit B. TENANT shall provide ECWA with "as built drawings of the equipment installed on the water tower and improvements installed on the Premises which show the actual location on the water tower and improvements installed on the Premises which show the actual location of all equipment and improvements. Such drawings shall be accompanied by a

complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Tower. A site plan will be provided showing the proposed placement of any shelter. All costs for required review and approval of any structural studies will be paid by Tenant within 30 days of receipt of a detailed invoice.

4. **Termination of Prior Agreement**. ECWA and Tenant acknowledge and agree that space at the Premises was previously leased by Tenant from ECWA under the terms and conditions of that certain Lease Agreement dated July 11, 2002, as may have been amended (collectively, the "Prior Lease"). ECWA and Tenant acknowledge and agree that the Prior Lease is terminated effective as the day immediately preceding the Commencement Date (defined below) of this Lease, and that, thereafter, the terms and conditions of this Lease shall be the sole instrument governing the leasing of space by Tenant at the Property.

5. **Lease Term**.

a. The Initial Term of this Agreement shall be five (5) years and will be guaranteed subject to the rights under paragraph 10, commencing on July 1, 2023 (the "**Commencement Date**"), and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**").

b. Provided Tenant has fully performed all obligations and is in good standing under this Lease, and provided further that Landlord has not given a notice at least 195 but no more than 210 days prior to expiration, requiring the Lease to expire as scheduled at the end of the Initial Term, the Initial Term shall renew for two (2) renewal terms of five (5) years each ("**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing written notice one hundred eighty (180) days prior to the expiration of the then current Term. The Initial Term, together with any Renewal Terms are referred to collectively as the "**Term**."

c. If Tenant remains in possession beyond the Restoration Period (defined below) permitted in Section 14.4 after expiration of the Term of this Lease, including any Renewal Term, and ECWA and Tenant are not then in good faith negotiations to extend the Term of the Lease, then, upon twenty (20) business days prior written notice to Tenant, ECWA may access the Performance Bond pursuant to Section 6 below and remove and store Tenant's remaining Antenna Facilities and other physical equipment or installations situate on the Premises or anywhere else on the Property at Tenant's sole cost and expense. In addition to the foregoing, for so long as it takes ECWA to complete the removal of all of the Tenant's Antenna Facilities and other related equipment as aforesaid the Tenant shall remain liable for monthly rent payable by Tenant for the holdover period equal to one hundred fifty percent (150%) of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. The payment of said holdover rent and ECWA's acceptance and retention of the same shall not be deemed or construed as ECWA granting any new or additional term or authorizing Tenant to remain on the premises beyond the required expiration and facilities removal date(s) set forth herein, and all other terms and conditions of this Lease shall remain in full force and effect, except the effective date of any termination, the Tenant shall discontinue all power and usage of its Antenna Facilities.

6. **Rent/Other Charges: Performance Bond**

a. Upon the Commencement Date, Tenant shall pay ECWA rent in the amount of Sixty Eight Thousand Dollars and zero cents (\$68,000.00) for the first year (the "**Rent**" or "**Base Rent**").

Tenant shall deliver Rent to ECWA at the address specified in Section 18, or by electronic payment. Subsequent Rent shall be payable on each anniversary date of the Commencement Date of this Agreement. Notwithstanding the foregoing, Rent for the first year will be due and owing within thirty (30) days following the full execution of this Lease.

b. The Rent for each successive year shall be an amount equal to one hundred three percent (103%) of the Rent for the immediately preceding year.

c. Rent for any partial year shall be prorated on a per day basis, based on the number of days in the month in question. ECWA shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation.

d. Any charges payable under this Agreement other than Rent shall be billed by ECWA to the Tenant during the term of this Agreement; Tenant agrees that all billing formats used by ECWA, including email or other electronic means of delivering statements for such charge is acceptable.

e. Within thirty (30) days after full execution of this Lease, the Tenant shall procure on ECWA's behalf, and maintain throughout the Term, a performance bond issued by a reputable company in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "**Performance Bond**") for the sole purpose of assuring Tenant's faithful performance of the terms and conditions of this Agreement. If Tenant defaults under this Agreement, which default is not cured by Tenant within the applicable cure period, ECWA may use this Performance Bond to reimburse the ECWA for losses, damages or expenses to the extent incurred or suffered by ECWA by reason of Tenant's uncured default. Prior to ECWA accessing the Performance Bond, it shall first give Tenant written notice of its intention to do so and with that notice shall provide to Tenant written documentation reasonably acceptable to Tenant of the loss, damage, or expense for which ECWA seeks compensation from the Performance Bond. Such notice and documentation shall be provided by ECWA to Tenant within thirty (30) days after the date of the occurrence which gives rise to ECWA's claimed loss, damage, or expense. Failure to provide such notice and documentation within such time shall result in a waiver by ECWA of the right to access the Performance Bond. If the Performance Bond is accessed by ECWA in accordance with this paragraph, Tenant shall restore the Performance Bond within thirty (30) days after the notice and demand from ECWA.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of ECWA or any of ECWA's existing tenants as of the Effective Date. After the Effective Date, except as provided herein ECWA shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. The interfering party shall remove the cause of the interference within seventy-two (72) hours of written notice to ECWA and telephonic notice to Tenant at NOC: 1-866-783-9557 together with a copy of written notice. In the event such interference is not resolved within such seventy-two (72) hour period, then the interfering party shall power down the interfering equipment (except for intermittent testing) until such interference is eliminated. Each party shall have the right to exercise all legal and equitable rights and remedies to end the interference. Notwithstanding the above, Tenant acknowledges that the primary use of the Property by ECWA is for governmental purposes providing E-911, police, and health and safety services. Upon and after written and telephonic notice (at the number above) is received from ECWA advising Tenant of a material interference with the governmental operations of ECWA in providing E-911, police, and health and safety services, together with supporting documentation evidencing the existence of such interference, Tenant shall immediately address such interference,

including powering down the Antenna Facilities, as hereinafter defined, if necessary, except for intermittent testing, until such interference is eliminated.

8. **Water Tower Purpose** Tenant recognizes that the primary function of the elevated water tank is to provide water storage for ECWA and its customers. Tenant understands that ECWA may find it necessary from time to time to interrupt Tenant's use of the Premises for maintenance, including but not limited to painting of the water tank. ECWA shall give Tenant at least ninety days' (90) written notice of its intention to do any maintenance work on the tank, unless a shorter notice period is necessitated by emergency conditions as solely determined by ECWA. ECWA shall provide Tenant with the estimated time needed by ECWA to perform its planned work which is the "Maintenance Period". The Tenant at its sole cost and expense shall temporarily remove and /or relocate its equipment during the course of the scheduled maintenance, it shall have all Tenant equipment removed from the tank at least ten (10) days prior to the start of the Maintenance Period. In the event Tenant shall fail to remove or relocate the Antenna Facilities in a timely fashion, the Tenant shall become responsible for any additional cost incurred as a result thereof. Tenant, at its sole cost and expense, may relocate temporarily its equipment or install a temporary communications facility ("COW") on ECWA's Property provided, however, that such relocation shall not exceed the "Maintenance Period" by ten (10) business days. Tenant shall have temporary access granted to Tenant by ECWA for such purposes to ensure its ability to continue its operations without any interruption whatsoever throughout the course of work required for such maintenance or repairs of water. Prior to the placement of such temporary cellular transmission/reception facility the Tenant shall submit plans for ECWA approval of the proposed temporary placement. Such approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything contained in the Lease to the contrary, Tenant shall not be required to obtain prior ECWA approval to replace any damaged or malfunctioning Antenna Facilities with equipment of the same model, or type, and size, or to exchange existing Antenna Facilities with equipment that is of the same size or smaller or the same weight or lighter. Tenant may install, modify, repair, replace and upgrade any ground-based Antenna Facilities in the ground space portion of the Premises at any time without prior ECWA approval so long as such ground-based Equipment is not installed outside the leased ground space portion of the Premises.

9. **Intentionally Omitted.**

10. **Utility Services: Signage.**

a. Tenant shall have the right to connect to, existing utility related equipment with prior consent of the ECWA, such consent not to be unreasonably withheld, conditioned or delayed, thereof and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels or serving the Property (collectively, the Utility Facilities).

b. Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install a separate meter, Tenant shall automatically pay ECWA two hundred dollars and zero cents (\$200.00) per month for its utility usage.

c. Except for signage required by applicable law, Tenant shall not place any signage on the Premises or the Property without the express prior written consent of ECWA which shall be determined and either granted or denied in its sole discretion.

11. Access

a. Subject to all security requirements and protocols set forth herein or in ECWA's Rules and Policy Manual, ECWA agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. - 4:00 p.m., Monday through Friday) for regular maintenance and repairs. ECWA shall make every effort to accommodate Tenant for emergency repairs. Tenant may obtain emergency access by emailing the ECWA Designated Site Representative. Prior to access to the Property, Tenant shall provide all the insurance required pursuant to the two Addenda attached hereto and made a part herof as Addendum 1 and Addendum 2.

b. If Tenant's employees', contractors' or agents' presence at the Property exceeds three (3) one-half (1/2) days per calendar month, Tenant shall reimburse The ECWA to cover the actual commercially reasonable costs associated with having an employee or designated representative on site beyond the three (3) one-half (1/2) days. A half day shall be calculated as any time beyond two (2) hours. Any time beyond four (4) hours on any given day shall be counted as a second (2nd) one-half (1/2) day. No work shall be permitted on weekends or holidays unless specifically permitted by ECWA. ECWA shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside ordinary 8:00 am to 4:00 pm business hours, provided Tenant agrees to reimbursement of the ECWA's employee or designated representative, at an hourly rate of one hundred fifty dollars and zero cents (\$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 email notification to the Designated Site Representative and receiving said DSR's approval.

12. Annual Inspection At the ECWA's discretion, following any modification made to the Antenna Facilities by Tenant, the Premises may be inspected by ECWA's engineering staff one (1) time following each such modification. Tenant agrees to reimburse ECWA one thousand five hundred dollars and zero cents (\$1,500.00) for each such review when invoiced by ECWA. ECWA shall provide at least seventy-two (72) hours prior written notice to Tenant of such inspection in order for Tenant to have an opportunity to have a representative present during such inspection.

13. Upgrade Protocol. Tenant may update or replace the Antenna facilities from time to time after submitting plans and obtaining the prior written approval of the ECWA, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the tower is satisfactory to ECWA, such approval not to be unreasonably withheld or delayed. Tenant shall submit to the ECWA a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for ECWA's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All actual and reasonable costs for required review and approval of the structural studies will be paid by Tenant within thirty (30) days of receipt of a detailed invoice. Tenant and its subcontractors (which Tenant shall be liable for) shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant must remove the Antenna Facilities within sixty (60) days of expiration of this Lease. In addition to the foregoing, upon reasonable request by ECWA shall be entitled to receive copies of legally required annual or periodic site inspection reports performed by Tenant on the Antenna Facilities and installations installed on the Premises during the Term (including Renewal Terms) of this Lease.

14. Termination.

14.1 The Tenant has the right to terminate this Agreement at any time, including all Renewals, and removal from the Premises, upon any of the following events:

a. For any reason or no reason, with at least six (6) months' written notice to the Authority, conditioned on and subject to Tenant's payment of the remaining Rent owed for the balance of the then current five (5) year Initial Term or Renewal Term:

b. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/ or operation of the Tenant's Antenna Facilities installations cannot be obtained, or is revoked, or if the Tenant determines the cost of obtaining such an approval is prohibitive, upon thirty (30) days' written notice; or

c. If the Tenant determines that the Premises is not appropriate for locating the wireless communication system for technological reasons, including but not limited to signal interference, upon a six month notice to the Authority.

14.2 The Authority has the right to terminate this Agreement upon any of the following events;

a. If the Authority, in its sole discretion, based on sound engineering, determines the Tower has become structurally unsound, upon ninety (90) days' notice to the Tenant;

b. If the Authority, in its sole discretion, based on sound fiscal and engineering principles determines that the Tower should be replaced or torn down as a water storage facility upon ninety (90) days' notice to Tenant;; or

c. If the Authority, in its sole discretion based on sound engineering principle determines that Tower has become hazardous or dangerous to persons or property due to an Act of God, upon ninety (90) days' notice to the Tenant except in an emergency related to an imminent threat of harm to persons or damage to property. In the event of such emergency, Authority will provide as much advance notice of termination as reasonably possible under the circumstances.

In the event Tenant receives a notice of termination pursuant to Section 14.2 (a), (b), or (c), with Landlord's consent, Tenant may install a temporary communications facility and Utility Facilities in a mutually agreeable location on the Property for the remainder of the then-current five (5) year Term. In the event Tenant decides to install the temporary communications facility, then, upon commencement of commercial operation of the temporary communication facility on the Property, such notice of termination shall be deemed withdrawn and null and void and the Agreement will remain in full force and effect. Thereafter, any reference to the Premises in the Lease shall refer to and mean only the location of the temporary communication facility on the Property.

14.3 **Site Restoration** Except as otherwise stated in this Agreement, the Tenant shall have ninety (90) days from the termination or expiration date to remove the Tenant's Antenna Facilities installations and related equipment from the Premises, repair the site and restore the surface of the Tower (the "**Restoration Period**") to the condition existing prior to such installation, reasonable wear and tear and loss by casualty excepted. During the Restoration Period all Rent and other obligations of the Tenant shall remain in full force and effect and be paid, performed, and satisfied, but such continuing performance of said obligations shall not constitute any form of renewal of this Lease or grant the Tenant any other rights hereunder. The Tenant's removal of all equipment and restoration of the Premises must be to the reasonable satisfaction of the Authority. If the Tenant's Antenna Facilities installations and related equipment are not removed to the reasonable satisfaction of the Authority, they shall be deemed abandoned and become the property of the Authority and the Tenant shall have no further rights to them. The Tenant shall be responsible for all costs associated with the removal of the tenants' Antenna Facilities installations and related equipment, repairs to the side and restoration of the surface of the water Tower where they alone are located. If the Tenant fails to remove its Antenna Facilities installation, the Authority will charge, and the Tenant shall be responsible for the total costs associated with their removal and restoration.

15. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims. If the Premises, or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to ECWA's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that time period. In addition, Tenant may terminate the lease by thirty (30) days written notice to ECWA.

16. **Default and Right to Cure** In the event there is a breach by the Tenant with respect to any of the provisions of this Agreement or its obligations under it, except for the Tenant's obligations of removal and restoration set forth in Section 13.4 which are self-executing and require no further notice or demand for performance, the Authority shall give the Tenant written notice of the breach. Upon receipt of notice, the Tenant shall have thirty (30) days in which to cure the breach, unless the nature of the cure will reasonably require a longer time and the Tenant begins the cure within the thirty (30) day period and diligently pursues the cure to completion within a reasonable period of time. In the event the breach is not cured as set forth above, the Authority at any time thereafter may give written notice to the Tenant specifying such event of default or events of default and stating that this Lease Agreement shall expire and terminate 30 days after giving of such notice if the default is not timely cured. This Agreement shall terminate on the date specified in the notice. In the event there is a breach by the ECWA with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give ECWA written notice of the breach. Upon receipt of notice, the ECWA shall have thirty (30) days in which to cure the breach, unless the nature of the cure will reasonably require a longer time and the ECWA begins the cure within the 30day period and diligently pursues the cure to completion within a reasonable period of time. In the event the breach is not cured as set forth above, Tenant at any time thereafter may give written notice to the ECWA specifying such event of default or events of default and stating that this Lease shall expire and terminate 30 days after giving of such notice if such default is not timely cured. This Agreement shall terminate on the date specified in the notice.

17. Insurance Indemnification & Hold Harmless Agreement: Waiver of Subrogation Rights

As a condition precedent to the ECWA's obligation to execute this Agreement, the Tenant (and all subcontractors) is required to submit to ECWA evidence (consisting of certificates of insurance) satisfactory to the ECWA showing that the Tenant has obtained all insurance coverage required herein. **ALL INSURANCE IS TO BE SUBMITTED BY TENANT AND APPROVED AND CONFIRMED BY ECWA RISK MANAGER AND GENERAL COUNSEL PRIOR TO THIS AGREEMENT BEING BINDING ON ECWA.** Nothing contained herein shall be construed as limiting the extent of the Tenant's liability for claims or damages resulting from or related to the performance by the Tenant of any covenant under terms of this Agreement or from or related to any of the Tenant's activities upon the Property and the Premises. All insurance required herein shall list ECWA as an additional insured on all Liability Insurance policies. The Tenant waives all rights against the ECWA for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against the ECWA. The Tenant acknowledges that the ECWA has insurable interests under the Tenant's Insurance Policies. The Tenant shall purchase and maintain, at its sole expense and with a company A- rated or better, insurance as set forth in the Attached Insurance Requirements which is attached hereto and incorporated by reference in its entirety (Addendum 1). **The Tenant shall be responsible for obtaining all required Insurance Addendums and Certificates from any of their contractors or subcontractors and provide them to the ECWA consistent with the terms and conditions of the Agreement and approved by ECWA's Risk Manager in advance.** The Sub-contractor Addendum which is attached hereto and incorporated by reference in its entirety shall be signed between the Tenant and their contractors and Tenant's contractors and their sub-contractors. (Addendum 2)

a. **Periods of Coverage-** All policies of insurance required under this Agreement shall remain in full force and effect until such times as the Initial Term of this Agreement or any Renewal Term comes to an end.

b. **Certificates-** Certificates of insurance required above must be filed with the ECWA before this Agreement is signed on behalf of the ECWA and thereafter upon each renewal of each policy of insurance required by this Agreement to be maintained by Tenant. All certificates of insurance must provide for thirty (30) days prior written notice to the ECWA of policy cancellation or material charge.

c. **Indemnification and Hold Harmless Agreement-** The Tenant agrees to indemnify and hold harmless the ECWA and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, in case an action or claim is brought or filed which arises out of the use of the Property and/or Premises pursuant to this Agreement which is for bodily injury, illness or death to any person or for any property damage, including loss of use, that is caused in whole or in part by the Tenant's negligent acts or omissions or that of any person(s) employed by the Tenant or for whose acts the Tenant may be liable, except to the extent such claims arise from the negligence or willful misconduct of ECWA, ECWA's agents, employees, contractors, tenants, guests, invitees, or licensees. This indemnification and hold harmless agreement shall apply in all instances whether the ECWA, as well as its agents and employees, is made a direct party to the initial action or claim or subsequently is made a party to the action by a third-party in=pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanation form the original cause of action or claim. ECWA agrees to indemnify and hold harmless the Tenant and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, in case an action or claim is brought or filed which arises out of the negligent acts or omissions or that of any person(s) employed by the ECWA, except to the extent

such claims arise from the negligence or willful misconduct of Tenant, Tenant's agents, employees, or contractors. Neither party shall be liable to the other for any consequential or special damages or loss of profits.

d. **Right of Recovery-** The Tenant waives all right of recovery against the ECWA or ECWA's agents, employees, or other representatives for any loss, damages, or injury of any nature whatsoever to property or persons for which the Tenant is insured.

18. **Notices** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposits in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. ECWA or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, address to:

**T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006**

Attn: Lease Compliance/Site ID: 3ERB101A

If to ECWA, address to:

**Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203
Attn: Legal Department**

19. **Quiet Enjoyment, Title and Authority** ECWA covenants and warrants that:

- a. ECWA has full right, power, and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement;
- b. ECWA has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with the with Tenant's Lease or any rights to or use of the Premises;
- c. the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on ECWA;
- d. Tenant's use and quiet use of the Premises shall not be disturbed.

20. **Environmental Laws** Tenant shall comply with all federal, state, and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance, or

regulation as "**Hazardous Substances**". Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property or cause the Property to be exposed to by reason of Tenant's use, possession, or operation upon the Premises under this agreement and will indemnify ECWA for all such losses or damages. ECWA agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those caused or brought onto the Property by Tenant and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. ECWA represents that it has no knowledge of any Hazardous Substances on the Property.

21. **Assignment**

a. Without consent of ECWA, Tenant shall have the right to assign, sublease or otherwise transfer this Agreement to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located or to any entity which is the successor to Tenant by reason of a merger, acquisition, or other business reorganization upon thirty (30) days' prior written notice to ECWA. Upon an assignment or transfer set forth above, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Tenant may not otherwise assign the Lease without the prior written consent of ECWA which consent shall not be unreasonably withheld, but shall be conditioned upon and within the sole discretion to assess and verify the following:

1. The full identification of the proposed Assignee, including but not limited to its organizational formation and status, principal place of business, and consent to and acceptance of the jurisdiction of the State of New York;

2. Full background verification of the proposed Assignee's financial condition and fitness to be a suitable obligor of all the Tenant's duties, obligations, and responsibilities under this Agreement, including being given all financial statements, including audited financial reports and statements prepared for the current year and three (3) years preceding the date of the proposed transaction; and

b. ECWA shall have the right to assign and transfer this Agreement onto to a successor owner of the Property.

22. Marking and Lighting Requirements If any tower or other support structure for Tenant's Antenna Facilities is owned by ECWA, ECWA acknowledges that ECWA shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("**FAA**") and the FCC. ECWA shall indemnify and hold Tenant harmless from any fines or other liabilities caused by ECWA's failure to comply with these requirements by the FAA or FCC.

23. **Miscellaneous**

a. The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c. ECWA shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit E;

d. This Agreement shall be construed in accordance with the laws of the state of New York, and all legal actions and proceedings, including those seeking equitable relief, shall be venued and jurisdiction for the same shall be expressly vested in the Supreme Court of the State of New York held in and for the County of Erie. No federal removal or other objection to forum selection or choice of law shall be allowed with respect to any action or proceeding conducted to interpret or enforce this Agreement.

e. If a term of the Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of interpretation shall be interpreted as to their fair meaning.

f. Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g. If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h. This agreement and the interests granted herein shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

i. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD: Erie County Water Authority

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Northeast LLC

By: _____
DocuSigned by:
Steven Andrade
0224334B13C4438...

Printed Name: Steven Andrade

Title: Sr. Director Network Operations & Enginee

Date: 11/27/2023



EXHIBIT A

Legal Description

Subject to the terms and conditions of this Agreement, the location of the Legal Description is generally described and depicted as shown below or in the immediately following attachment(s).

LEGAL DESCRIPTION

LIBER 9389 AT PAGES 85-87 and LIBER 9387 AT PAGES 141 and 142, and as further
described on Deeds attached hereto and made a part hereof.

QUITCLAIM CORPORATION DEED

THIS INDENTURE made, the 3rd day of May 19 84
between the COUNTY OF ERIE, a municipal corporation organized
under the laws of the State of New York with offices at
95 Franklin Street, Buffalo, Erie County, New York, party of the
first part, and Erie County Water Authority, Ellicott Sq. Bldg.
Buffalo, N.Y. 14203

party of the second part

WITNESSETH that the party of the first part, in
consideration of

Two thousand five hundred----- DOLLARS (\$ 2,500.00)

lawful money of the United States,
paid by the party of the second part, does hereby remise, release
and quitclaim unto the party of the second part,
and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst,
County of Erie and being part of Lot 31, Township 11, Range 7
of the Holland Land Company survey (so-called), bounded and
described as follows:

BEGINNING at the most northerly point of the lands described in
a deed to the Town of Amherst, recorded in Liber 7248 of Deeds
at Page 189; which point is also on the easterly line of the
lands owned by Niagara Mohawk Power Corporation.

Thence: Northeasterly, along the easterly line of the Niagara
Mohawk Power Corporation lands, a distance of 125.11 feet to a
point on the westerly line of the Youngman Memorial Highway as
established by the People of the State of New York for the Ontario
Thruway - Main Street connection and shown on Map No. 166,
Parcel No. 166.

Thence: Southerly, along the westerly line of the Youngman
Memorial Highway as referred to above, a distance of 1075.39 feet
to a point on the northerly boundary of Wehrle Drive.

Thence: Westerly, along the northerly boundary of Wehrle Drive,
a distance of 45.0 feet to the southeasterly corner of the Town
of Amherst lands.

Thence: Northerly, along the easterly line of the Town of Amherst
lands, a distance of 958.50 feet to the POINT OF BEGINNING con-
taining 45,672± square feet, 1.05± acres.

Being and intended to be part of the lands owned by the County of
Erie by Internal Revenue tax foreclosure, dated August 1, 1937.

Subject to the condition that these premises will be used for
public or governmental purposes only, otherwise it shall revert
back to the County of Erie.

ISSUED BY
THE COUNTY
REAL PROPERTY
TAX DIVISION
SECTION 80.15
ERIE COUNTY REAL PROPERTY TAX DIVISION

The foregoing is intended to describe the property designated as _____
Serial No. _____ in In Rem Action _____ August 11,

This conveyance is made and accepted with the reservation of an _____
subject to any and all easements and rights of way heretofore _____
separately acquired by the County as if same had not merged with _____
the fee title including, but not limited to, any portion of the _____
above described premises conveyed to or dedicated by the County _____
of Erie for highway, drainage or other purposes, as may appear _____
in the records of the Clerk of the County of Erie; subject _____
also to taxes; local assessments, easements and restrictions _____
or other matters of record affecting the premises. _____

This conveyance is made pursuant to a resolution passed by the
Erie County Legislature at its 9th session held at the County
Hall, 25 Delaware Avenue, Buffalo, New York on the 3rd day of
May 19 84.

RECEIVED
\$ EXEMPT
REAL ESTATE
OCT 26 1984
TRANSFER TAX
6666 ERIE
COUNTY Key

COUNTY OF ERIE

a municipal corporation organized under the laws of the State of New York.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 7th day of June Nineteen Hundred and 84.

Doc. No. 54-1272-F
Approved as to Form
Erie County Attorney

JUN 18 1924

COUNTY OF ERIE

By Edward J. Rutkowski
EDWARD J. RUTKOWSKI, County Executive

John W. Nichols

Assistant County Attorney

STATE OF NEW YORK)
COUNTY OF ERIE) ss:-

On this 18th day of June, Nineteen Hundred and eighty-four, before me personally came EDWARD J. RUTKOWSKI, to me personally known, who, being by me duly sworn, did depose and say that he is the County Executive of the County of Erie, the corporation described in, and which executed the within Instrument, with principal offices at 95 Franklin Street, Buffalo, New York; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Erie County Legislature; and that he signed his name thereto by like order.

James Kowalczyk

JANICE KOWALCZYK
Notary Public, State of New York
My Commission Expires 12/31/25

APPROVED AS TO CONTENTS
DATE June 18, 1924
Arthur E. West
Director-Reg. & T.M.C. Signatory Level: 1042E05
NLG-90107

To have and to hold, the above granted premises unto the said party of the second part, its successors and assigns forever.

In Presence of

In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 18 day of 84

Nineteen Hundred and Eighty-four TOWN OF AMHERST

app
of
you

By John R. Sharpe
JOHN R. SHARPE, Supervisor

State of New York
County of Erie

ss. On this 18 day of October
Nineteen Hundred and 84.

before me personally came John R. Sharpe

to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Amherst that he is the Supervisor of the Town of Amherst the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Maria A. Christie

MARIA A. CHRISTIE
NOTARY PUBLIC, State of New York
Qualified in Erie County
My Commission Expires March 28, 1986

1984 OCT 22 PM 2:13

FILED
ERIE COUNTY
CLERK'S OFFICE

150

Town of Amherst

To

Erie County Water Authority

Dated October 18 19 84

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE
Registered in Paper Vol. 22 Page 154
M. D. v. G. S.
on the 22 day of October 1984
at 1:15 PM, at 2:13 o'clock P.M.
and attested.

James M. [unclear]
County Clerk

1-11-02-27-23

This Deed

Made the 18th day of October Nineteen Hundred and 84

Between Town of Amherst, a municipal corporation with its principal office at 5583 Main Street, Williamsville, New York 14221

part Y of the first part, and

Erie County Water Authority, a public authority with its principal office at Ellicott Square Building, Buffalo, New York 14203

party of the second part.

Witnesseth, that the said party of the first part, in consideration of One and more Dollars, (\$ 1.00 & more) lawful money of the United States, paid by the part Y of the second part, do es hereby remise, release and forever Quit-Claims unto the said part Y of the second part, its successors and assigns forever, all

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York and being part of Lqt. 34 Township 11, Range 7 of the Holland Land Company survey (so-called), bounded and described as follows:

BEGINNING at the most northerly corner of the lands described in a deed to the Town of Amherst recorded in Liber 7248 of Deeds at Page 189; thence, southwesterly, along the westerly line of the Town of Amherst lands, a distance of 240.0 feet to a point; thence, southeasterly, on a line measured at right angles to the last described course, a distance of 92.52 feet to a point on the easterly line of the Town of Amherst lands; thence, northerly, along the Town of Amherst lands, a distance of 257.22 feet to the POINT OF BEGINNING containing 11,102+ square feet, 0.25+ acres.

Being and intended to be part of the lands described in a deed to the Town of Amherst recorded in Liber 7248 of Deeds at Page 189.

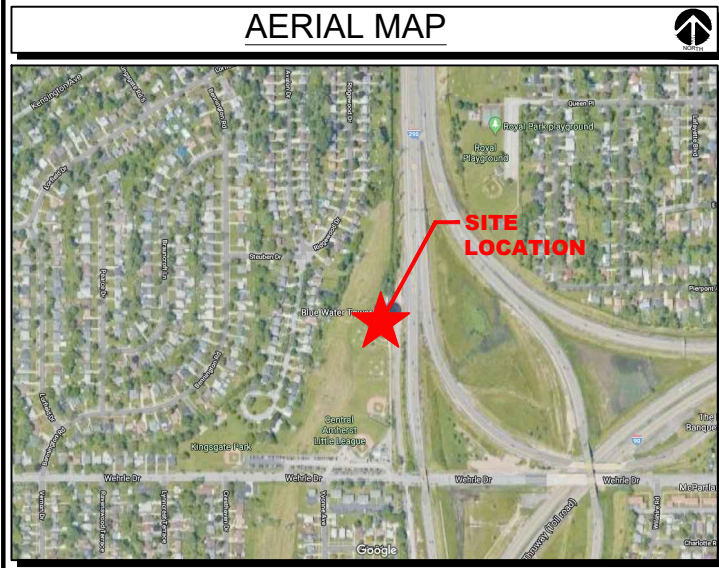
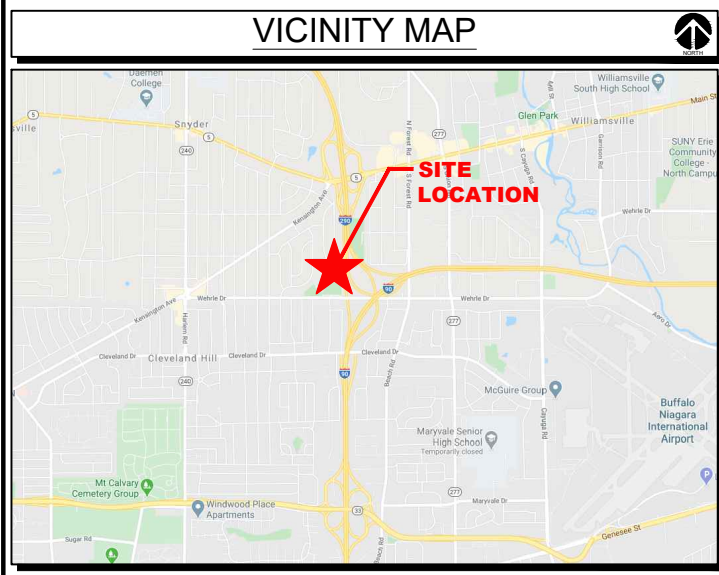
RECEIVED
\$ EXEMPT
REAL ESTATE
OCT 22 1984
TRANSFER TAX

EXHIBIT B

Premises

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or In the Immediately following attachment(s).

© Copyright 2020 Ramaker & Associates, Inc. - All Rights Reserved
DRAWN BY: SLS CHECKED BY: KAB



DRIVING DIRECTIONS

FROM T-MOBILE PARSIPPANY OFFICE: GET ON I-80 W FROM US-202 N 8 MIN (3.1 MI). HEAD NORTHWEST TOWARD SYLVAN WAY 174 FT. TURN LEFT TOWARD SYLVAN WAY 0.1 MI. TURN RIGHT ONTO SYLVAN WAY 0.4 MI. TURN RIGHT ONTO US-202 N 1.5 MI. KEEP LEFT TO STAY ON US-202 N 0.2 MI. USE THE RIGHT LANE TO TAKE THE I-80 W RAMP 0.5 MI. KEEP LEFT AT THE FORK AND MERGE ONTO I-80 W 0.3 MI. MERGE ONTO I-80 W TOLL ROAD ENTERING PENNSYLVANIA 42.4 MI. KEEP LEFT AT THE FORK TO STAY ON I-80 W TOLL ROAD 17.3 MI. KEEP RIGHT AT THE FORK TO CONTINUE ON I-380 N, FOLLOW SIGNS FOR SCRANTON 27.8 MI. CONTINUE STRAIGHT ONTO I-380 N/I-84 (SIGNS FOR US-6 W/I-81 N/BINGHAMTON) 0.5 MI. MERGE ONTO I-81 N ENTERING NEW YORK 58.1 MI. KEEP RIGHT AT THE FORK TO STAY ON I-81 N 71.8 MI. TAKE THE EXIT ONTO I-690 W TOWARD FAIRGROUNDS/BALDWINVILLE 8.6 MI. CONTINUE ONTO NY-690 N 0.2 MI. TAKE EXIT 1 TO MERGE ONTO I-90 W TOLL ROAD 131 MI. TAKE EXIT 50 FOR I-290 TOWARD NIAGARA FALLS TOLL ROAD 0.4 MI. CONTINUE ONTO I-290 W 0.5 MI. TAKE EXIT 7A TO MERGE ONTO NY-5 W/MAIN ST 0.3 MI. MERGE ONTO NY-5 W/MAIN ST 0.1 MI. TURN LEFT ONTO KENSINGTON AVE 0.1 MI. TURN LEFT ONTO BENTHAM PKWY E 381 FT. TURN RIGHT ONTO AVALON DR 0.3 MI. CONTINUE STRAIGHT ONTO RIDGEWOOD DR 230 FT 450 WEHRLE DR

APPLICABLE CODES

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2020 NY STATE BUILDING CODE
- INTERNATIONAL MECHANICAL CODE
- ANSI/TIA-222 STRUCTURAL STANDARD
- NFPA 780 - LIGHTNING PROTECTION CODE
- UNIFORM PLUMBING CODE
- 2017 NATIONAL ELECTRICAL CODE

T-Mobile

ANCHOR CONSTRUCTION DRAWINGS

SITE ID #: 3ERB101A **CONFIGURATION:** 67D5997DB

SITE NAME: AMHERST WT

SITE TYPE: WATER TANK

SITE ADDRESS: 450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

T-Mobile

NORTHEAST LLC
4 SYLVAN WAY
PARSIPPANY, NJ 07054

Transcend Wireless

10 INDUSTRIAL AVE., SUITE 3
MAHWAH, NJ 07430

PROJECT INFORMATION

PROPERTY OWNER:
ERIE COUNTY WATER AUTHORITY
350 ELLICOT SQUARE BUILDING
BUFFALO, NY 14203
(716) 849-8484

APPLICANT:
T-MOBILE NORTHEAST LLC
4 SYLVAN WAY
PARSIPPANY, NJ 07054

SITE ADDRESS:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

APPLICANT:
T-MOBILE NORTHEAST LLC
4 SYLVAN WAY
PARSIPPANY, NJ 07054

SITE ACQUISITION:
TRANSCEND WIRELESS
10 INDUSTRIAL AVE., SUITE 3
MAHWAH, NJ 07430
CONTACT: JAMIE MARCHINI
EMAIL: jmarchini@transcendwireless.com
PHONE: (973) 885-0660

GEOGRAPHIC COORDINATES:
LAT.: 42° 57' 06.67" N (42.9518°)
LONG.: 78° 46' 01.19" W (-78.7669)

PLANS PREPARED BY:
RAMAKER & ASSOCIATES, INC.
855 COMMUNITY DRIVE
SAUK CITY, WI 53583
CONTACT: KEITH BOHNSACK
EMAIL: kbohnsack@ramaker.com
PHONE: (608) 643-4100

BLOCK / LOT:
BLOCK: TBD
LOT: TBD
ZONE: COMMERCIAL-FACILITIES
JURISDICTION: TOWN OF AMHERST

POWER:
RG&E

CONSTRUCTION MANAGER:
TO BE PROVIDED

TELCO/FIBER:
FIBERTECH

SCOPE OF WORK

- REMOVE (3) EXISTING PANEL ANTENNAS
- REMOVE EXISTING LEGACY CABINET
- ADD (3) PROPOSED PANEL ANTENNAS ON EXISTING MOUNTS
- ADD (3) PROPOSED RRU's ON EXISTING MOUNTS
- ADD (1) PROPOSED ERICSSON 6160 SITE SUPPORT CABINET
- ADD (1) PROPOSED ERICSSON B160 BATTERY CABINET
- ADD (3) PROPOSED ERICSSON 6x12 HCS
- ADD (1) FIBER MANAGEMENT BOX
- PERFORM 200A SERVICE UPGRADE
- ADD ADDITIONAL BREAKERS FOR NEW CABINETS

SHEET INDEX

SHEET #:	SHEET TITLE:
T-1	TITLE SHEET
SP-1	SPECIFICATIONS
A-1	OVERALL SITE PLAN
A-2	EXISTING ELEVATION
A-3	PROPOSED ELEVATION
A-4	EQUIPMENT PLAN
A-5	EXISTING ANTENNA LAYOUT
A-6	PROPOSED ANTENNA LAYOUT
A-7	EQUIPMENT CABINET CONFIGURATION
A-8	EQUIPMENT SPECIFICATIONS
A-9	EQUIPMENT SPECIFICATIONS
A-10	EQUIPMENT SPECIFICATIONS
A-11	RF CONFIGURATION
A-12	RF DESIGN TABLE
E-1	UTILITY PLAN
E-2	UTILITY DETAILS
G-1	GROUNDING NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS

APPROVALS

APPROVED BY	SIGNATURE	DATE
PROJECT MANAGER:	_____	_____
SITE ACQUISITION:	_____	_____
ZONING:	_____	_____
CONSTRUCTION MANAGER:	_____	_____
RF ENGINEER:	_____	_____
OPERATIONS MANAGER:	_____	_____
DEVELOPMENT MANAGER:	_____	_____
REGULATORY:	_____	_____

Certification & Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of New York. It is a violation of this law for any person, unless he is acting under the direction of a licensed professional engineer or land surveyor, to alter an item as shown on this plan.



MARK	DATE	DESCRIPTION
3	09/10/20	REVISED PER REDLINES
2	09/03/20	REVISED PER COMMENTS
1	07/16/20	REVISED PER REDLINES
0	6/23/2020	ISSUED AS FINAL

ISSUE PHASE: FINAL DATE ISSUED: 06/23/2020

PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE:
TITLE SHEET

SCALE: NONE

PROJECT NUMBER: 48167
SHEET NUMBER: TMO Signatory Level L04/L05
SHEET NUMBER: NTC-90107



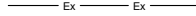



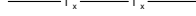








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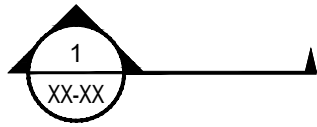
GENERAL NOTES:

1. THE PROPOSED INSTALLATION WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
2. THE PROPOSED INSTALLATION IS UNMANNED AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS IS REQUIRED)
3. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY T-MOBILE TECHNICIANS.
4. NO NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS PROPOSAL.
5. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.
6. ALL REFERENCES TO SPECIFIC STANDARDS FOR THIS PROPOSAL ARE UNDERSTOOD TO BE THE LATEST VERSION.
7. THE TENDERED MUST UNDERGO A SITE VISIT TO CAREFULLY EXAMINE AND UNDERSTAND THE SCOPE OF THE WORK REQUIRED BEFORE BID SUBMISSION. NO COMPENSATION IN ANY FORM WILL BE PAID FOR EXPENSES RESULTING FROM FAILURE TO DO SO.
8. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONSTRUCTION MANAGER.
9. CONTRACTOR IS RESPONSIBLE FOR FIELD MEASUREMENTS TO CONFIRM LENGTHS OF CABLE TRAYS, ELECTRICAL LINES, AND ANTENNA CABLES.
10. ROUTING OF ALL CONDUITS, CABLES, CABLE TRAYS, ETC. IS INDICATED AT PROPOSED LOCATIONS ONLY. CONFIRM THE EXACT ROUTING WITH THE ON-SITE CONSTRUCTION MANAGER PRIOR TO THE START OF WORK.
11. ALL DAMAGE OR OPENING UP OF THE EXISTING STRUCTURE MUST BE MADE GOOD TO THE PRE-CONSTRUCTION CONDITION OR BETTER.
12. INSPECTION OF COMPLETED WORK IS REQUIRED BEFORE COVERING UP. PROVIDE A MINIMUM OF 72 HOURS NOTICE TO CONSULTANT.
13. REMOVE AND CLEAN UP ANY DEBRIS OR MATERIAL FROM THE SITE THROUGHOUT THE DURATION OF THE CONTRACT ON A DAILY BASIS AND UPON COMPLETION OF THE WORK AS DIRECTED BY THE CONSTRUCTION MANAGER.
14. OBTAIN AND PAY FOR ALL ELECTRICAL PERMITS AND INSPECTIONS REQUIRED FOR COMPLETION OF WORK AND ACCEPTANCE. PROVIDED CERTIFICATES TO THE CONSTRUCTION MANAGER VERIFYING THAT THE WORK CONFORMS TO THE REQUIREMENTS OF ALL CODES AND AUTHORITIES HAVING JURISDICTION.
15. PROVIDE T-MOBILE WITH A WRITTEN WARRANTY, EFFECTIVE FOR ONE YEAR AFTER DATE OF ACCEPTANCE. FOR THE COMPLETE INSTALLATION REPAIR OR REPLACE ANY DEFECTS ARISING DURING THIS PERIOD AT NO EXTRA COST TO T-MOBILE.
16. NO DEVIATIONS FROM DESIGN SHOWN ON THESE DRAWINGS IS ALLOWED WITHOUT WRITTEN APPROVAL FROM THE CONSULTANT. FAILURE TO OBSERVE THIS RULE MAY RESULT IN CONTRACTOR CORRECTING THE INSTALLATION AT THEIR EXPENSE.
17. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODES, REGULATIONS AND SAFETY REGULATIONS, ALL OSHA REGULATIONS, ALL PUBLIC AND MUNICIPAL AUTHORITIES, AND ANY UTILITY COMPANIES' REGULATIONS AND DIRECTIVES.
18. THE DRAWINGS AND SPECIFICATIONS ARE A GENERAL DIRECTIVE FOR THE SCOPE OF WORK. EXACT DIMENSIONS AND LOCATIONS MAY CHANGE IN THE FIELD. THE CONTRACTOR IS TO VERIFY THE DIMENSIONS AND LOCATIONS AND REPORT ANY AND ALL DISCREPANCIES TO REPRESENTATIVE. ANY MINOR ERRORS AND OMISSIONS IN THE DRAWINGS AND SPECIFICATIONS DO NOT EXCUSE THE CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
19. VERIFICATION THAT EXISTING BUILDING CAN SUPPORT THE PROPOSED ANTENNA, COAX AND ADDITIONAL EQUIPMENT LOADING IS TO BE DONE BY OTHERS.
20. ANTENNA AZIMUTHS SHOWN ON THESE DRAWINGS ARE BASED ON TRUE NORTH. ALL AZIMUTHS MUST BE VERIFIED WITH THE CORRECT SMR PRIOR TO CONSTRUCTION

LEGEND AND SYMBOLS:

- CHAIN LINK FENCE 
- WOOD FENCE 
- EXISTING ELECTRICAL  Ex
- PROPOSED ELECTRICAL  E
- EXISTING FIBER  FO
- PROPOSED FIBER  FO
- EXISTING TELCO  T
- PROPOSED TELCO  T
- EXISTING OVERHEAD ELECTRIC  OHFOx
- PROPOSED OVERHEAD ELECTRIC  OHFO
- EXISTING OVERHEAD FIBER  OHTx
- PROPOSED OVERHEAD FIBER  OHT
- EXISTING OVERHEAD TELCO 
- PROPOSED OVERHEAD TELCO 
- PARCEL BOUNDARY CENTERLINE 

ELEVATION  EXISTING / PROPOSED ELEVATION @ XXX'-X" AGL



DETAIL NUMBER
SECTION CUT
SHEET NUMBER

ABBREVIATIONS:

- AFS ABOVE FINISHED SLAB
- AGL ABOVE GRADE LEVEL
- ARL ABOVE ROOF LEVEL
- ALUM ALUMINUM
- AB ANCHOR BOLT
- ∠ ANGLE
- ARCH ARCHITECTURAL
- BTS BASE TRANSMISSION SYSTEM
- BLDG BUILDING
- BM BEAM
- BOT BOTTOM
- B.O. BOTTOM OF
- BOC BOTTOM OF CONCRETE
- BOS BOTTOM OF STEEL
- CJ CONTROL JOINT
- € CENTER LINE
- CLG CEILING
- CLR CLEAR
- CMU CONCRETE MASONRY UNIT
- COL COLUMN
- CONC CONCRETE
- CONST CONSTRUCTION
- CONT CONTINUOUS
- CTR CENTER
- DIA / Ø DIAMETER
- DTL DETAIL
- (E) EXISTING
- EA EACH
- EJ EXPANSION JOINT
- ELEC ELECTRIC/ELECTRICAL
- EL ELEVATION
- EQ EQUAL
- EW EACH WAY
- EXP EXPANSION
- EXT EXTERIOR
- FD FLOOR DRAIN
- FHFB FLEXI RRH 4-PIPE 1900
- FIN FINISH
- FIN FLR FINISH FLOOR
- FLR FLOOR
- FSMF FLEXI MULTIRADIO SYSTEM MODULE
- FTG FOOTING
- GA GAUGE
- GALV GALVANIZED
- GYP GYPSUM
- GB GYPSUM BOARD
- HM HOLLOW METAL
- HOR HORIZONTAL
- HR HOUR
- HT HEIGHT
- HVAC HEATING VENTILATION AIR CONDITIONING

- INSUL INSULATION
- INT INTERIOR
- JT JOINT
- LAM LAMINATED
- LF LINEAL FOOT
- MANUF MANUFACTURER
- MAX MAXIMUM
- MECH MECHANICAL
- MH MANHOLE
- MM MILLIMETER
- MIN MINIMUM
- MISC MISCELLANEOUS
- MPH MILES PER HOUR
- MTL METAL
- NIC NOT IN CONTRACT
- NOM NOMINAL
- NTS NOT TO SCALE
- OC ON CENTER
- OD OUTSIDE DIAMETER
- OH OVERHEAD
- OPNG OPENING
- OPP OPPOSITE
- PCS PERSONAL COMMUNICATION SYSTEM
- € PLATE
- PR PAIR
- PSI POUNDS PER SQUARE INCH
- PSF POUNDS PER SQUARE FOOT
- PT PRESSURE TREATED
- RAD RADIUS
- RD ROOF DRAIN
- REINF REINFORCED/REINFORCING
- REQ'D REQUIRED
- RM ROOM
- R/W RIGHT OF WAY
- SCHED SCHEDULE
- SECT SECTION
- SF SQUARE FOOT
- SIM SIMILAR
- SQ FT / SF SQUARE FOOT
- SS STAINLESS STEEL
- STD STANDARD
- STL STEEL
- STRUC STRUCTURAL
- TEMP TEMPORARY
- THK THICK
- TMA TOWER MOUNTED ANTENNA
- T.O. TOP OF
- TOS TOP OF STEEL
- TOC TOP OF CONCRETE
- TYP TYPICAL
- UNO UNLESS NOTED OTHERWISE
- VERT VERTICAL
- W WITH
- WWM WELDED WIRE MESH



NORTHEAST LLC
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PARSIPPANY, NJ 07054



10 INDUSTRIAL AVE., SUITE 3
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Michael L. Pinske: 9/10/2020 Date:

3	09/10/20	REVISED PER REDLINES
2	09/03/20	REVISED PER COMMENTS
1	07/16/20	REVISED PER REDLINES
0	6/23/2020	ISSUED AS FINAL

MARK	DATE	DESCRIPTION
ISSUE PHASE	FINAL	DATE ISSUED 06/23/2020

PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE:
SPECIFICATIONS

SCALE: NONE

PROJECT NUMBER: 48167
SHEET NUMBER: TMO Signatory Level L04/L05
SPG 0107



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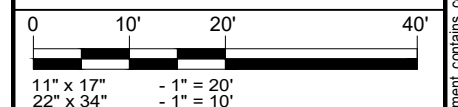
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ISSUE PHASE	DATE ISSUED
FINAL	06/23/2020

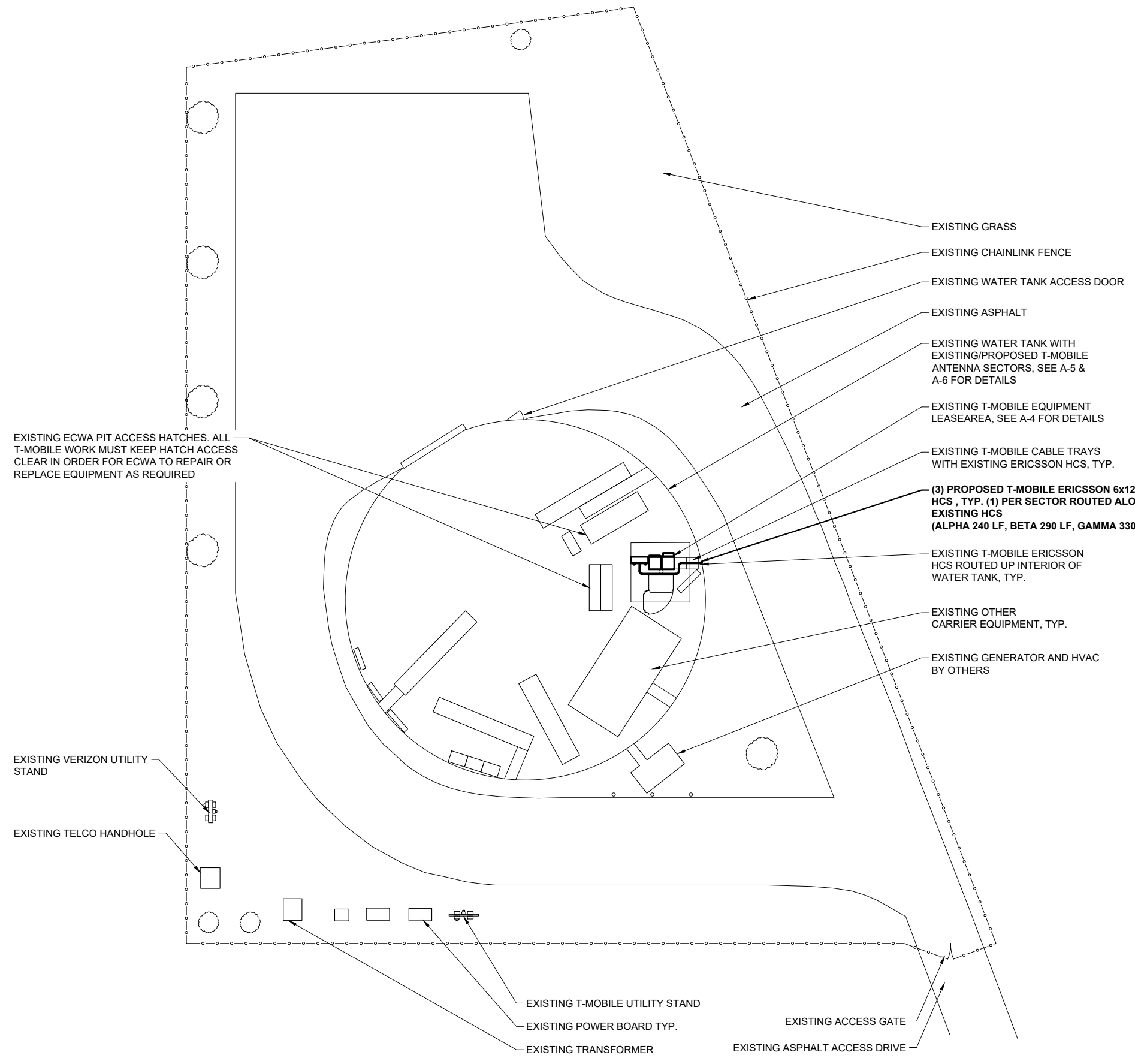
PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
 450 WEHRLE DRIVE
 AMHERST, NY 14225
 ERIE COUNTY

SHEET TITLE:
OVERALL SITE PLAN

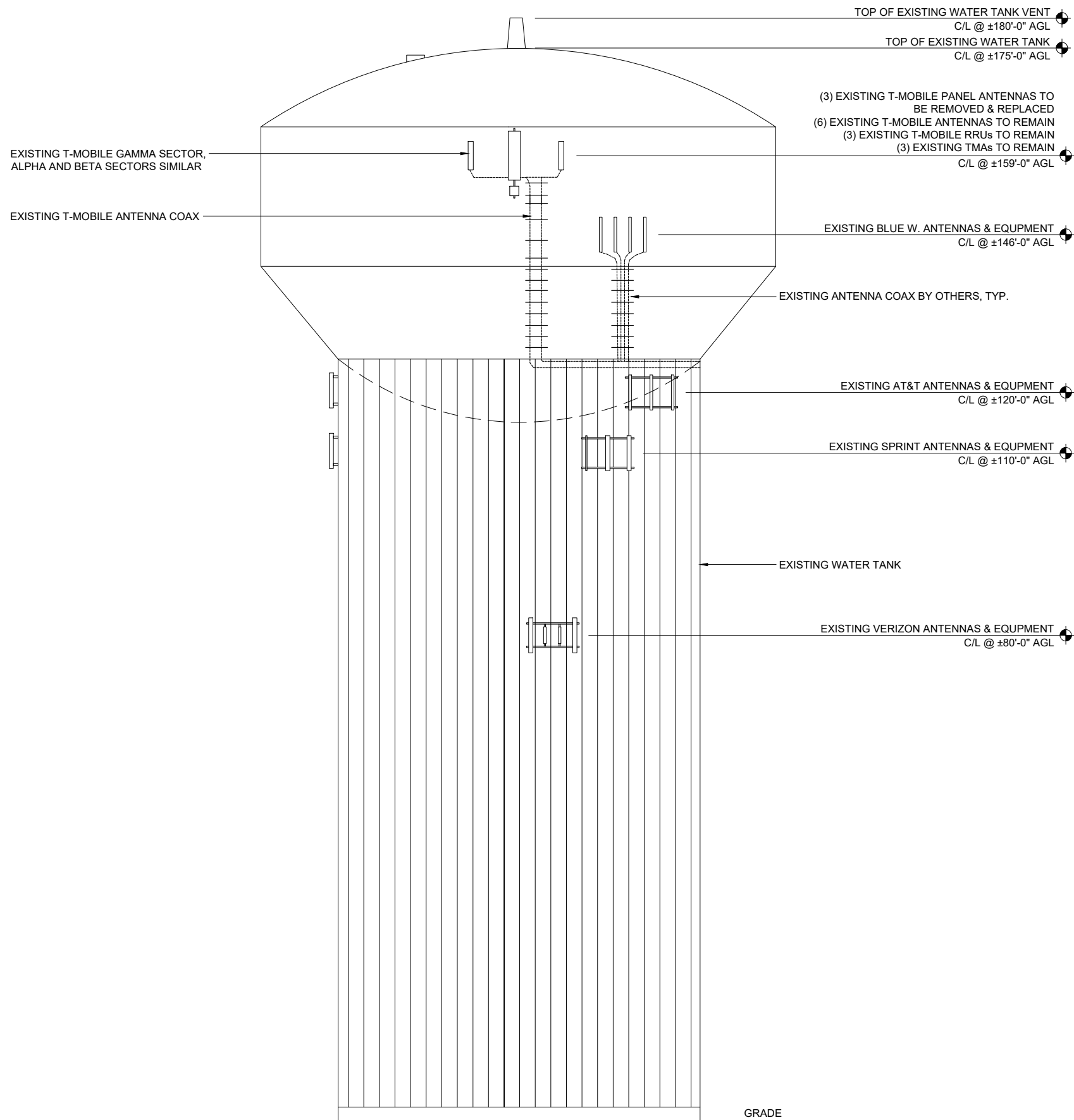


PROJECT NUMBER: 48167
 SHEET NUMBER: TMO Signatory Level: L04/L05
 SHEET NUMBER: NATL90107



OVERALL SITE PLAN
 SCALE: 1" = 20'

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WEST WATER TANK ELEVATION

SCALE: 1" = 20'

1



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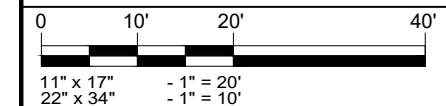
MARK	DATE	DESCRIPTION
ISSUE	FINAL	DATE ISSUED 06/23/2020

PROJECT TITLE:

3ERB101A

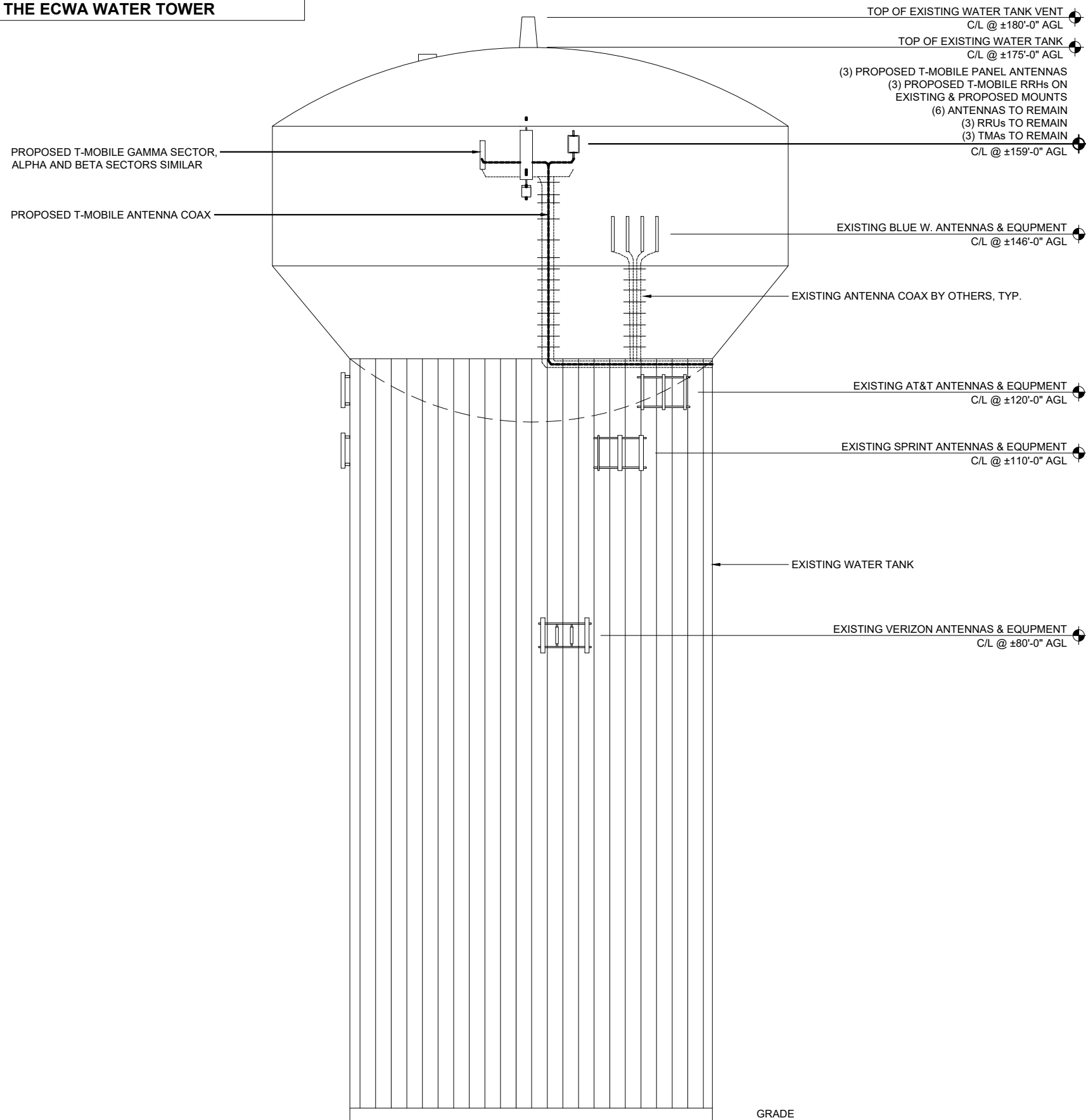
PROJECT INFORMATION:
 450 WEHRLE DRIVE
 AMHERST, NY 14225
 ERIE COUNTY

SHEET TITLE:
 EXISTING ELEVATION



PROJECT NUMBER: 48167
 SHEET NUMBER: TMO Signatory Level: L04/L05
 SHEET NUMBER: NAT-90107

NOTE:
ALL ANTENNAS AND MOUNTING HARDWARE MUST BE PAINTED TO MATCH THE COLOR OF THE ECWA WATER TOWER



WEST WATER TANK ELEVATION

SCALE: 1" = 20'

1



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PHASE	FINAL	ISSUED 06/23/2020

PROJECT TITLE:

3ERB101A

PROJECT INFORMATION:
 450 WEHRLE DRIVE
 AMHERST, NY 14225
 ERIE COUNTY

SHEET TITLE:

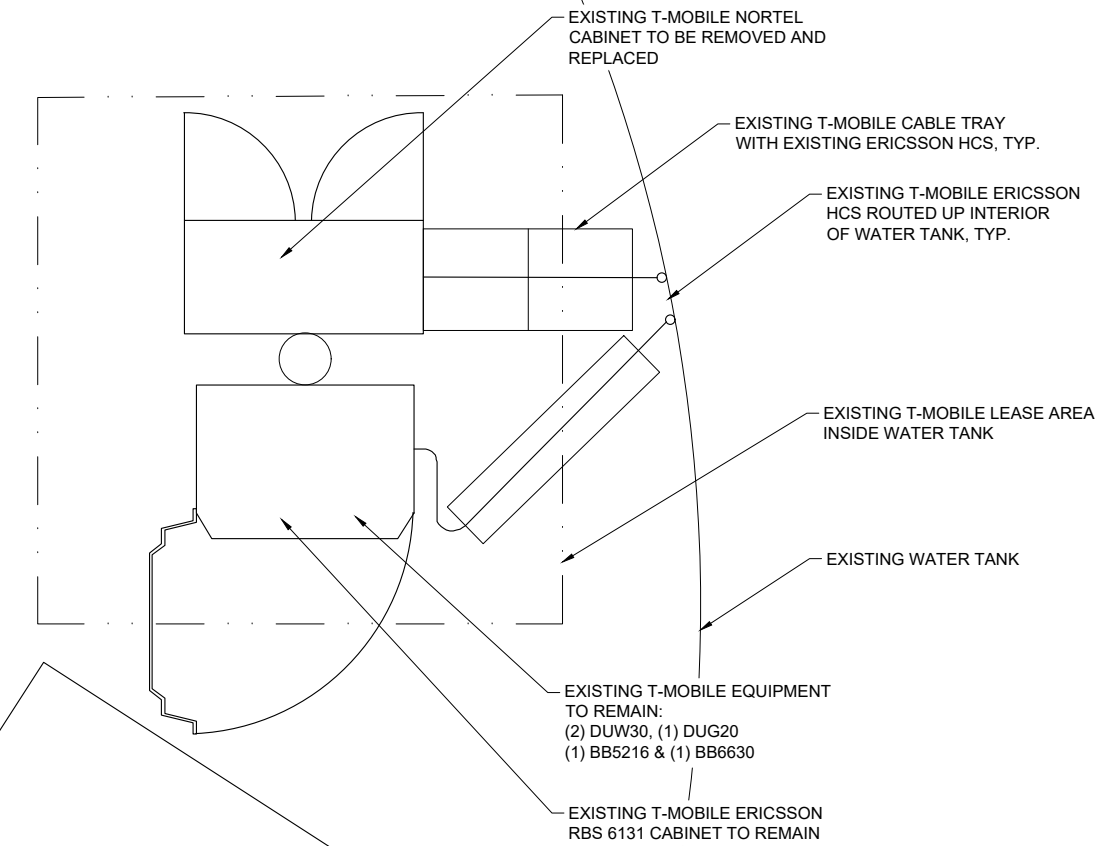
PROPOSED ELEVATION



11" x 17" - 1" = 20'
 22" x 34" - 1" = 10'

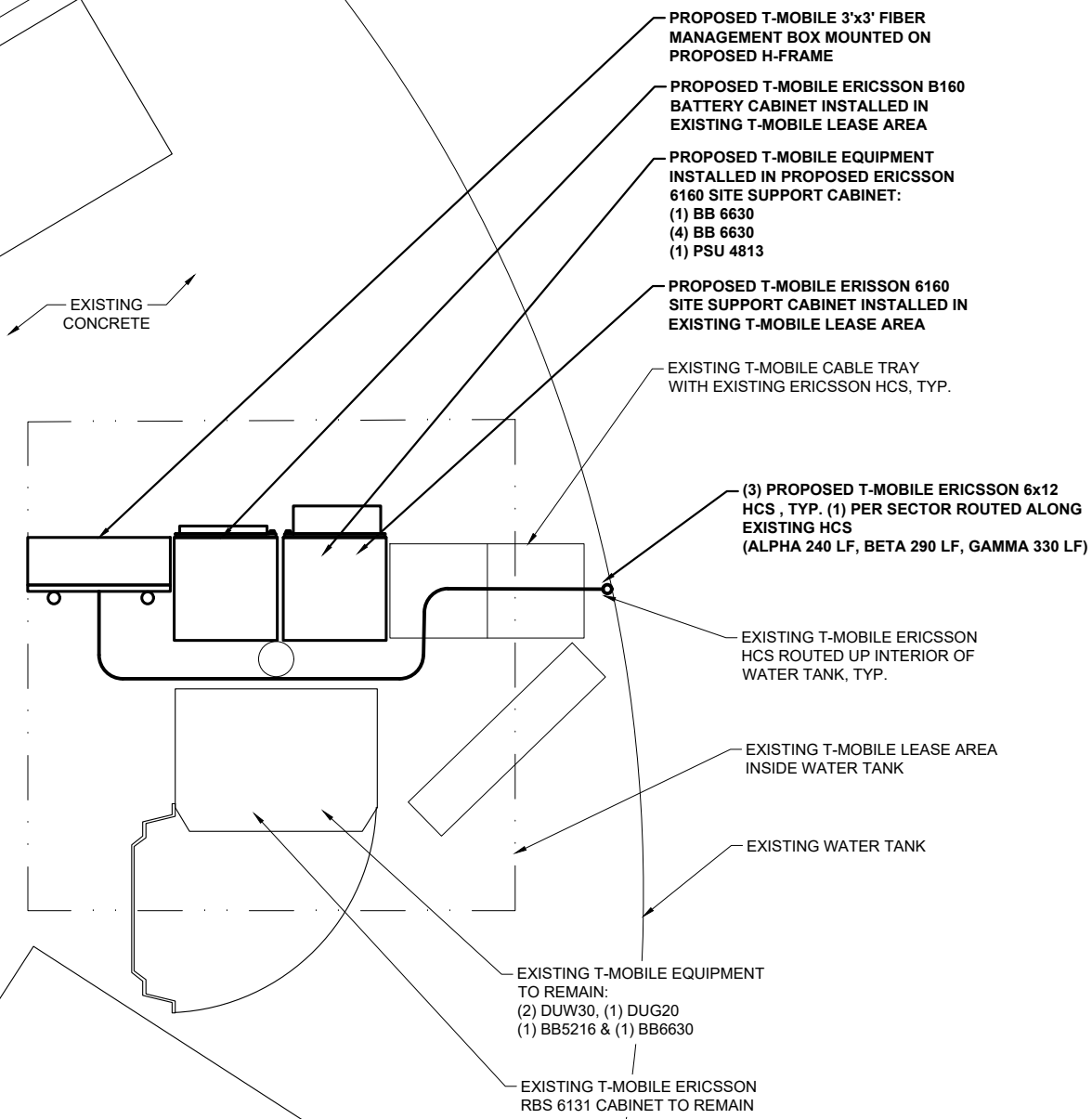
PROJECT NUMBER: 48167
 SHEET NUMBER: TMO Signatory Level: L04/L05
 DATE: 09/10/20

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CHECKED BY: KAB



EXISTING EQUIPMENT PLAN
SCALE: 1" = 3.75' ①

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PROPOSED EQUIPMENT PLAN
SCALE: 1" = 3.75' ②



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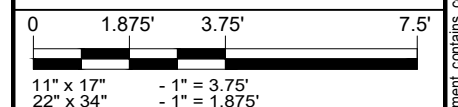
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FINAL	06/23/2020

PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE:
EQUIPMENT PLAN



PROJECT NUMBER: 48167
SHEET NUMBER: TMO Signatory Level: L04/L05
DATE: 9/10/2020

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FINAL	06/23/2020	

PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
 450 WEHRLE DRIVE
 AMHERST, NY 14225
 ERIE COUNTY

SHEET TITLE:
EXISTING ANTENNA LAYOUT

SCALE: NONE

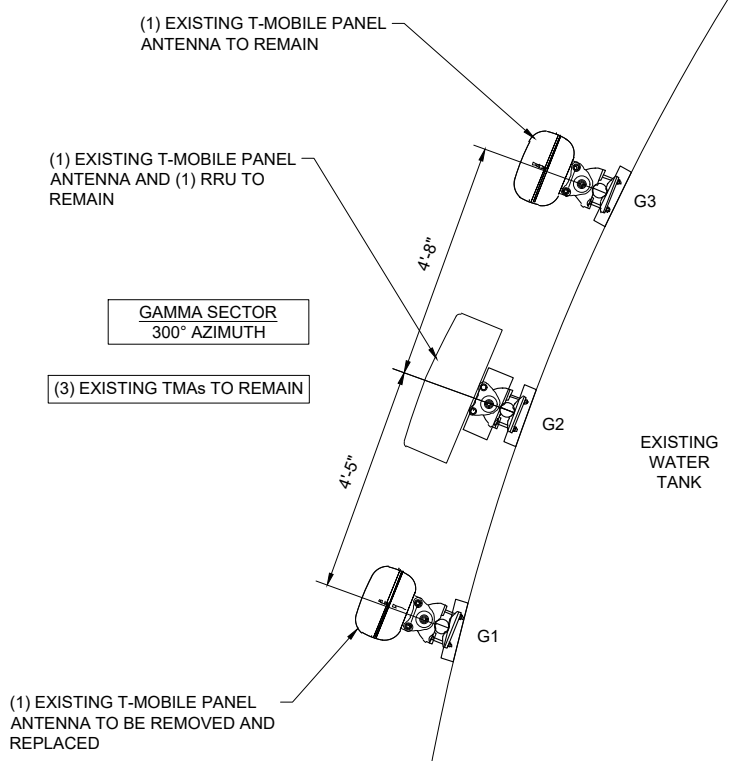
PROJECT NUMBER: 48167
 SHEET NUMBER: L04/L05
 DATE: 9/10/20

DETAIL NOT USED
 SCALE: NTS

1

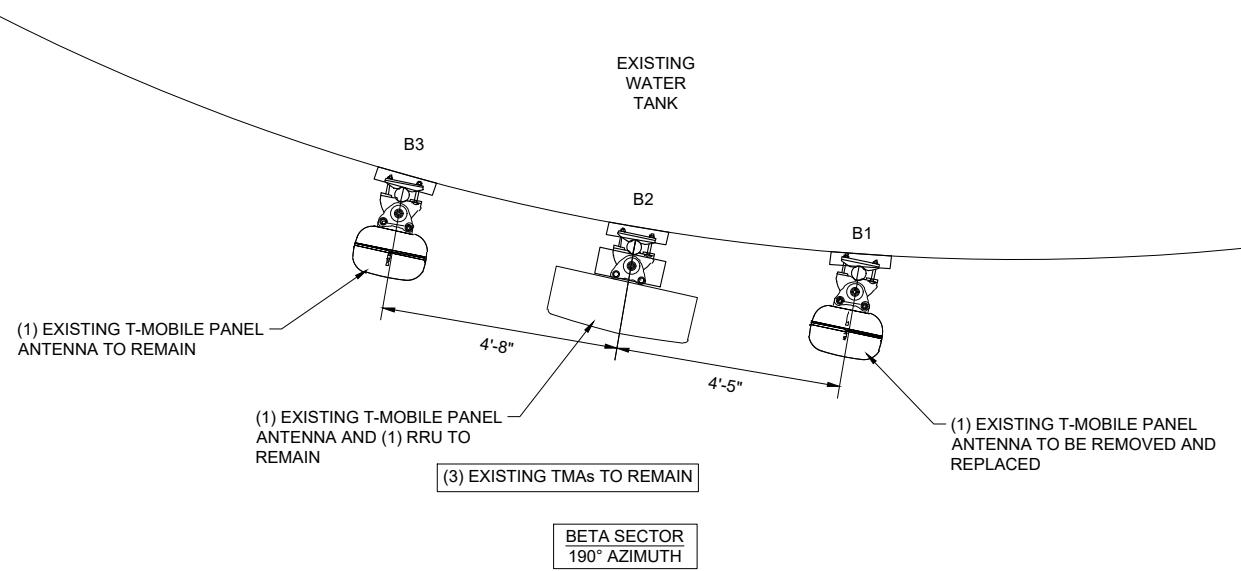
EXISTING ALPHA SECTOR PLAN
 SCALE: NTS

2



EXISTING GAMMA SECTOR PLAN
 SCALE: NTS

3



EXISTING BETA SECTOR PLAN
 SCALE: NTS

4

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NOTE:
 ALL ANTENNAS AND MOUNTING HARDWARE MUST BE PAINTED
 TO MATCH THE COLOR OF THE ECWA WATER TOWER

DETAIL NOT USED
 SCALE: NTS

1



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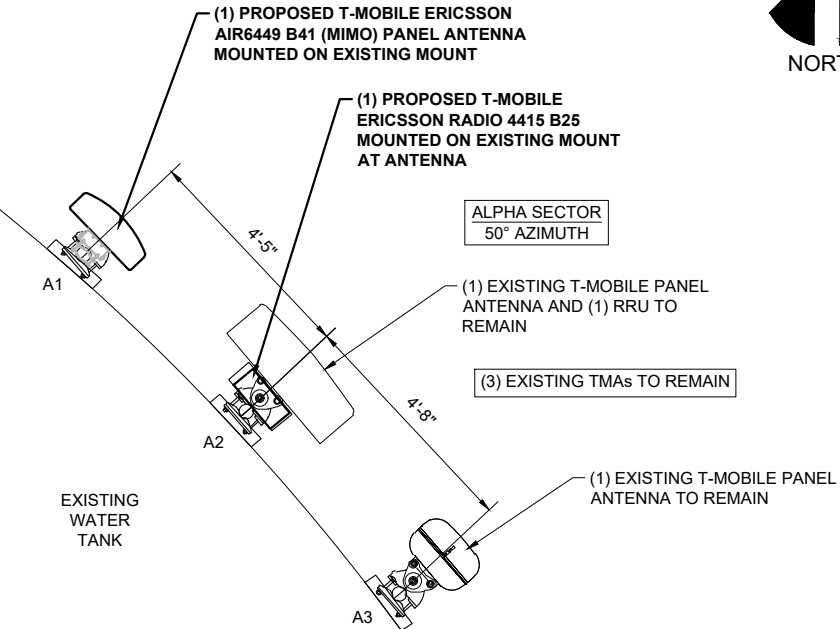
ISSUE PHASE	FINAL	DATE ISSUED	06/23/2020
PROJECT TITLE:	3ERB101A		

PROJECT INFORMATION:
 450 WEHRLE DRIVE
 AMHERST, NY 14225
 ERIE COUNTY

SHEET TITLE:
 PROPOSED ANTENNA LAYOUT

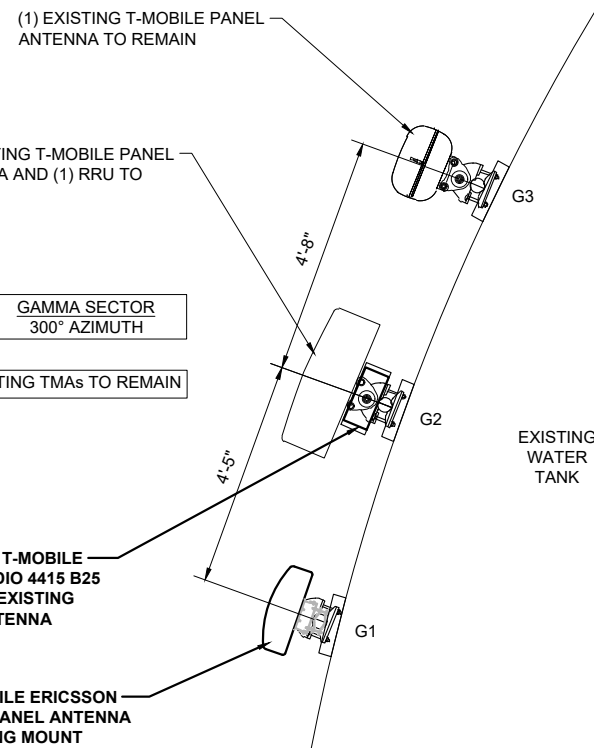
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PROJECT NUMBER: 48167
 SHEET NUMBER: L04/L05
 DATE: 9/10/20



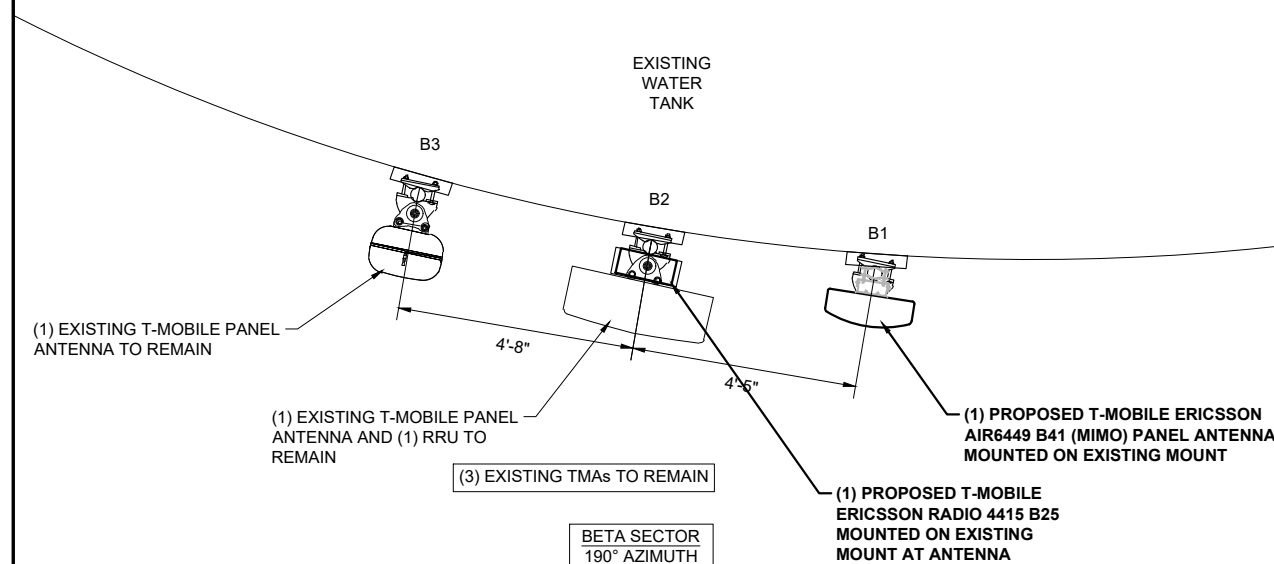
PROPOSED ALPHA SECTOR PLAN
 SCALE: NTS

2



PROPOSED GAMMA SECTOR PLAN
 SCALE: NTS

3



PROPOSED BETA SECTOR PLAN
 SCALE: NTS

4



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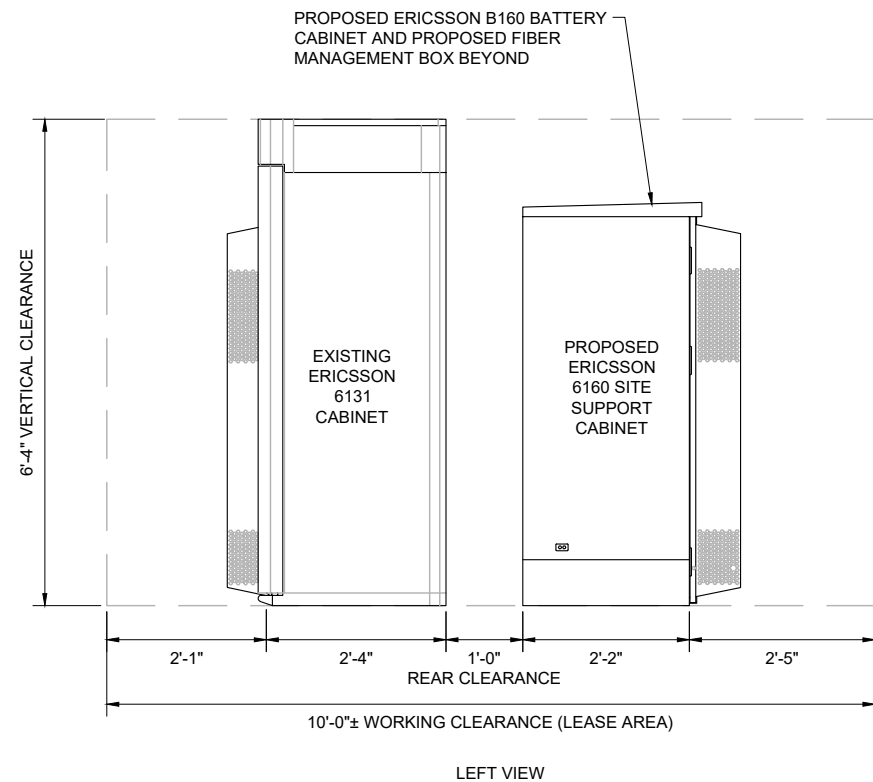
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SKU	OEM PN	DESCRIPTION	QUANTITY	COMMENTS
ERICSSON ANCHOR SITE W/ ENCLOSURE 6160				
ENCLOSURE 6160 BASELINE BOM				
33953	UT6160_ENCL_AC	ENCLOSURE 6160 AC 19U NO BB/RADIO NO GPS	1	
33954	UTB160_BATT CAB	ENCLOSURE B160 BATTERY CABINET NO BATTERY	1	
14502	NSB 190FT RED	12 Volt 190Ah-PURE LEAD STRING OF 4	3	ORDERED BY MARKET
33973	BML901450/1	RECTIFIER, 3.5kW	4	
N/A	SXA1148381/1	DUMMY RECTIFIER PLATE	5	
33974	NFS899001/010	DC CIRCUIT BREAKER KIT W/ ALARM 10A	5	
33975	NFS899001/030	DC CIRCUIT BREAKER KIT W/ ALARM 30A	11	
33976	NFS899001/050	DC CIRCUIT BREAKER KIT W/ ALARM 50A	3	
N/A	NTB1010537/1	FIBER OPTIC STORAGE UNIT	1	
N/A	SXK1251457/1	SPD DIN HOLDER		
TBD	KET109709/2	TEMPERATURE SENSOR		
34034	NTB1010068/23	1x30A SPD + 1x CABLE TO CONNECT to 30A CB	11	
34033	NTB1010068/24	1x50A SPD + 1x CABLE TO CONNECT to 50A CB	6	
ENCLOSURE B160 BASELINE BOM				
TBD	NTB1010697/01	B160 HEATER KIT	1	KIT OF 3
TBD	TFK90162/4	BATTERY DC POWER CABLE 12M	1	BATTERY POWER CABLE TO 300A BREAKER
TBD	NFS899001/020	20a CB W/ ALARM	1	FOR 6160, B160 SIDE IS PREINSTALLED
TBD	TFL492324/10m	HEATER, FAN AND LAMP POWER 10M, 10AWG	1	FROM B160 POWER TO 6160
TBD	TPM90110/15m	ALARM SIGNAL CABLE	1	FROM ALARM BLOCK TO 6160 ALARM OVP
INTERNAL CABINET COMPONENTS				
33024	RDH10265/2	SFP-10G FOR AIR 32 ON DUS	18	
33659	KDV127621/11	BB6630	6	5 FOR B41 L/N
33973	BML 901 450/1	3.5 KW RECTIFIER		4 INCLUDED MORE NEEDED FOR SITE REQUIREMENTS
33974	NFS 899 001/015	6160 10 A BREAKER		5 INCLUDED IN 6160 BOM ADDITIONAL AS PER SITE REQUIREMENTS
33975	NFS 899001/25	6160 30A BREAKER		11 INCLUDED IN 6160 BOM ADDITIONAL AS PER SITE REQUIREMENTS
33976	NFS 899001/040	6160 50 A BREAKER		6 INCLUDED IN 6160 BOM ADDITIONAL AS PER SITE REQUIREMENTS
34034	NTB1010068/23	1x30A SPD + 1x CABLE TO CONNECT TO 30A CB		9 INCLUDED IN 6160 BOM ADDITIONAL AS PER SITE REQUIREMENTS
34033	NTB1010068/24	1x50A SPD + 1x CABLE TO CONNECT TO 50A CB		9 INCLUDED IN 6160 BOM ADDITIONAL AS PER SITE REQUIREMENTS
TBD	NTB 101 0537/1	FIBER OPTIC STORAGE UNIT		1 INCL IN 6160 BOM MORE BAY BE REQUIRED BASED ON HYBRID COUNT
33688	RPM77701/1300	EC BUS CABLE, BB-SHUJ, 1.3M	6	
33689	RPM77701/1600	EC BUS CABLE BB-SHUJ 1.6M	6	
31441	3HE00062CB	SFP-GIGE TX SFP COPPER MOD -RJ45 RoHs	6	
TBD	RPM 777 050/XXXX	POWER CABLE BB TO POWER	6	THIS IS JUST FOR B41 HW

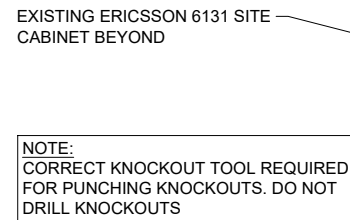
BOM ORDERING CHART

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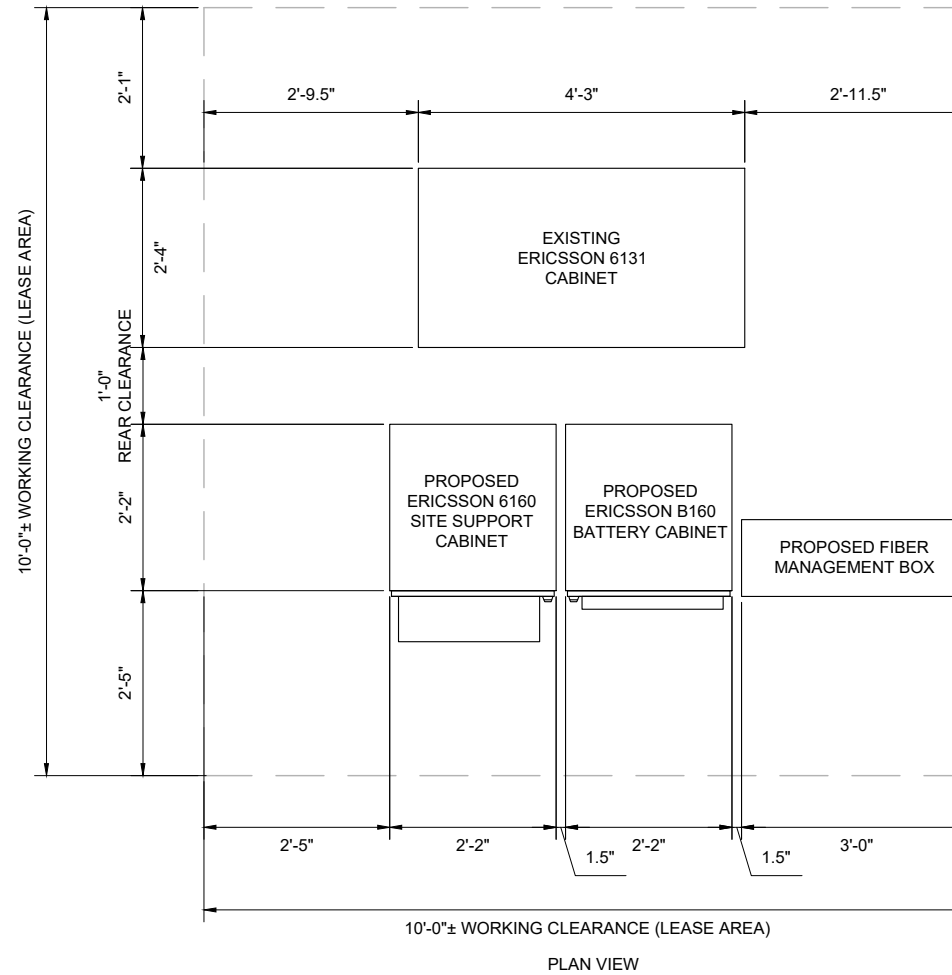
1



LEFT VIEW



FRONT VIEW



PLAN VIEW

EQUIPMENT CABINET CONFIGURATION

SCALE: NTS

2



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ISSUE PHASE	FINAL	DATE ISSUED	06/23/2020
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PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE:
EQUIPMENT CABINET CONFIGURATION

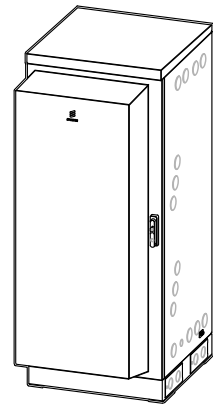
SCALE: NONE

PROJECT NUMBER	48167
SHEET NUMBER	104/L05
DATE	11/17/2020

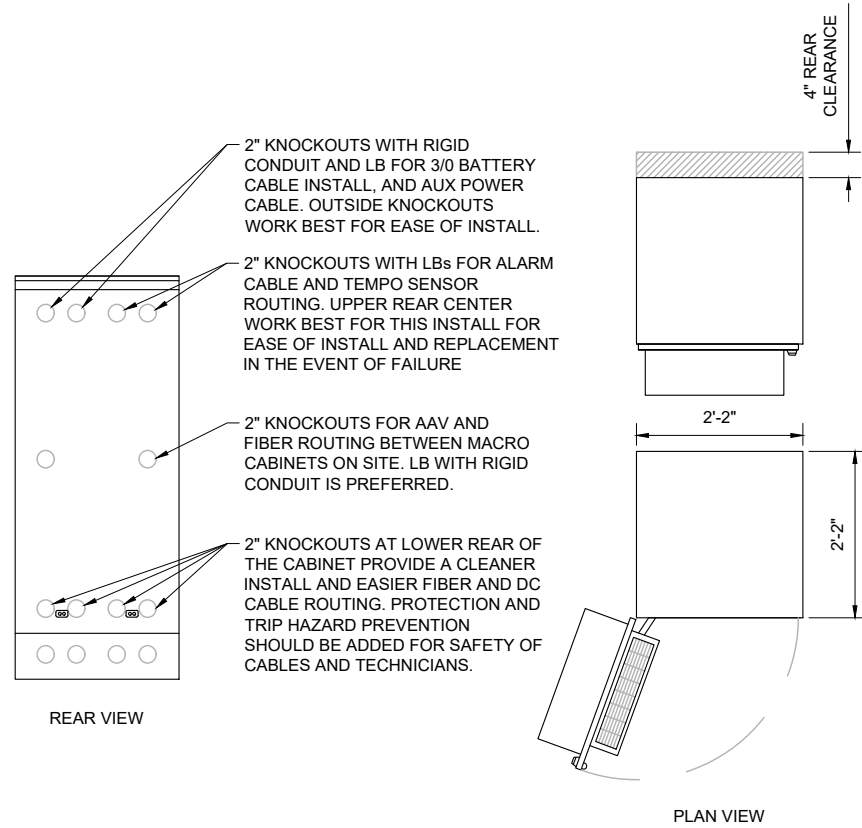
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MANUFACTURER: ERICSSON SITE SUPPORT CABINET
MODEL: 6160
SKU: 33953
DIMENSIONS: 25.6"x33.5"x63.0"
WEIGHT: 295 LBS WITHOUT EQUIPMENT

NOTE:
1. CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL KNOCKOUTS
2. CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND/OR CABLING

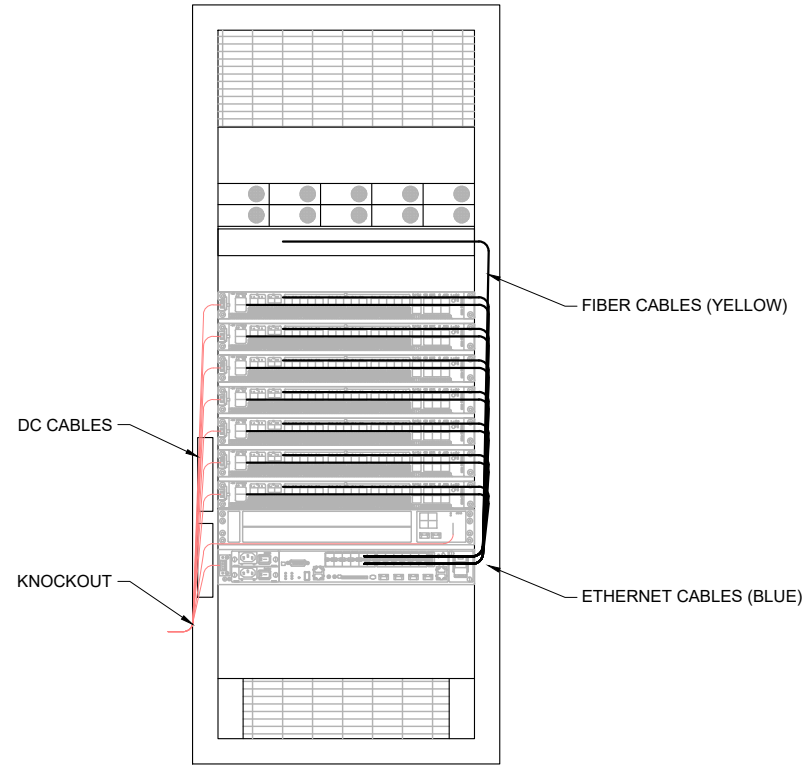


ISO VIEW

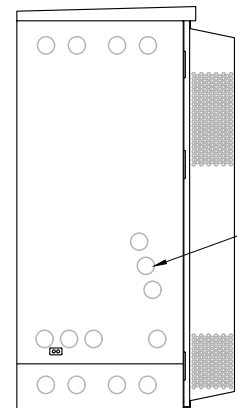


REAR VIEW

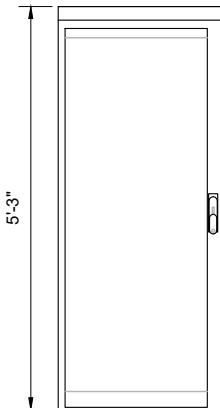
PLAN VIEW



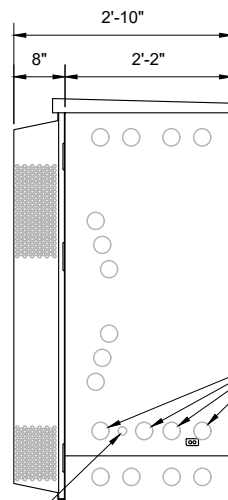
INTERNAL ROUTING



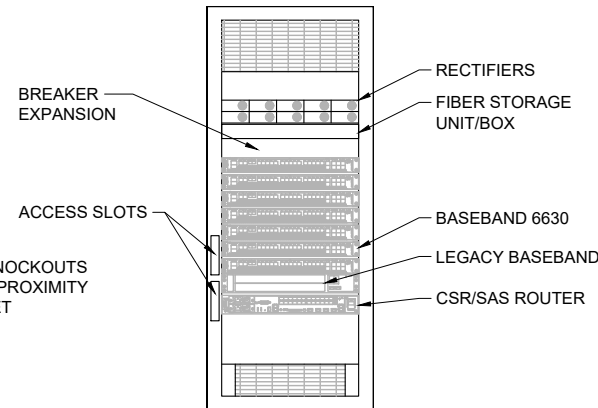
LEFT VIEW



FRONT VIEW



RIGHT VIEW



FRONT VIEW (OPEN)

DEDICATED 1" FOR GNSS/GPS KNOCKOUT ON RIGHT HAND SIDE OF THE CABINET, RECOMMEND USING LL, RATHER THAN LB OR 90 DUE TO CLOSE PROXIMITY TO B160 BATTERY CABINET. 4" RIGID OR FLEX CONDUIT MAY BE USED

ERICSSON 6160 SITE SUPPORT CABINET - SKU #33953

SCALE: NTS

1



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3	09/10/20	REVISED PER REDLINES
2	09/03/20	REVISED PER COMMENTS
1	07/16/20	REVISED PER REDLINES
0	6/23/2020	ISSUED AS FINAL

ISSUE PHASE: FINAL DATE ISSUED: 06/23/2020

PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

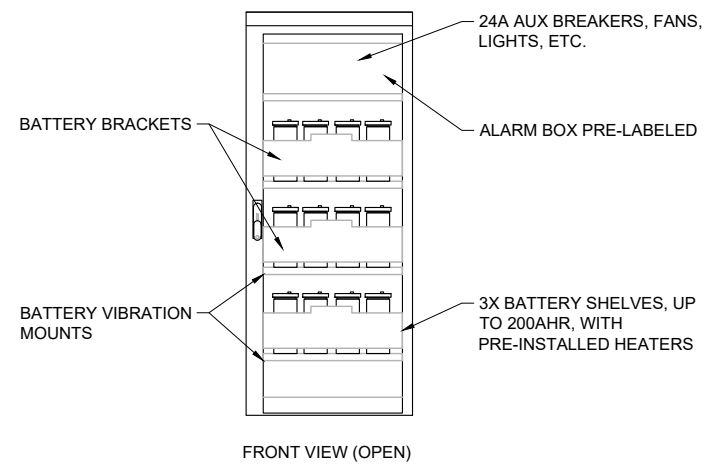
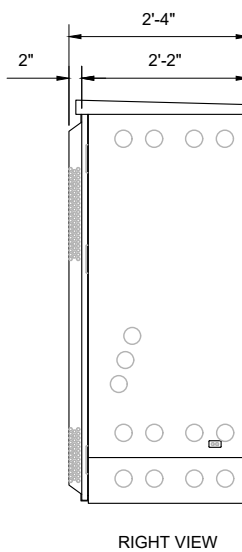
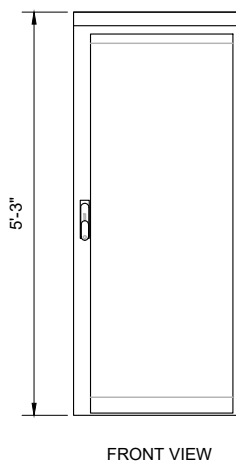
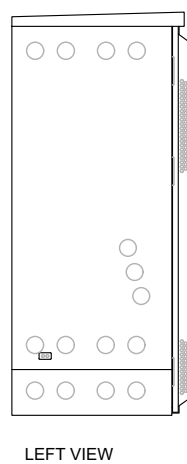
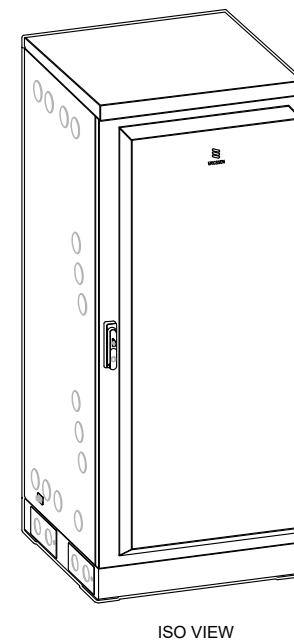
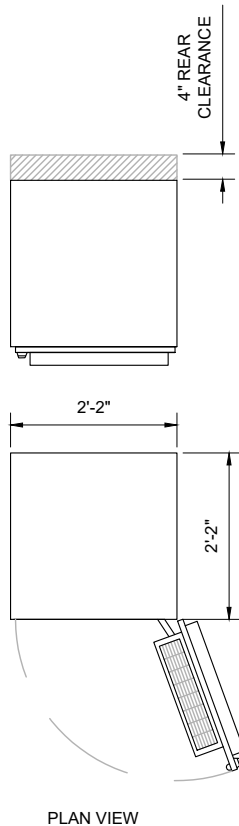
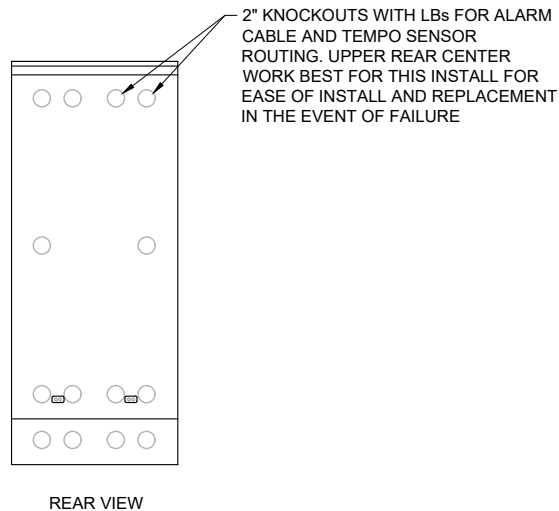
SHEET TITLE:
EQUIPMENT SPECIFICATIONS

SCALE: NONE

PROJECT NUMBER: 48167
SHEET NUMBER: L04/L05
DATE: 09/10/20

MANUFACTURER: ERICSSON BATTERY CABINET
 MODEL: B160
 SKU: 33954
 DIMENSIONS: 25.6"x33.5"x63.0"
 WEIGHT: 295 LBS WITHOUT EQUIPMENT

- NOTE:**
1. CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL KNOCKOUTS
 2. CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND/OR CABLING



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FINAL	06/23/2020	

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3ERB101A

PROJECT INFORMATION:
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SHEET TITLE:
EQUIPMENT SPECIFICATIONS

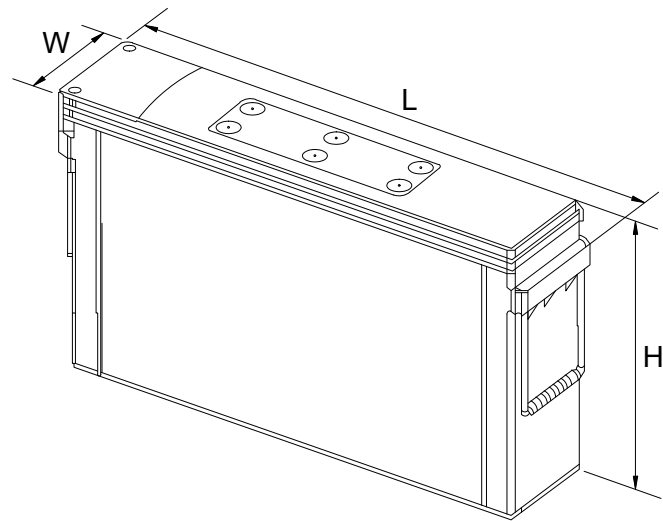
SCALE: NONE

ERICSSON B160 BATTERY CABINET -
 SKU #33954

SCALE: NTS

1

PROJECT NUMBER: 48167
 SHEET NUMBER: TMO Signatory Level: L04/L05
 DATE: 9/10/2020

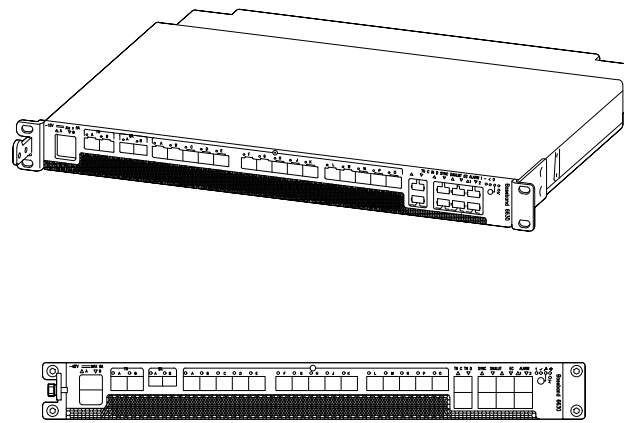


MANUFACTURER: ALPINE POWER SYSTEMS
MODEL: POWERSAFE SBS 190F
SKU: 14502
DIMENSIONS: 22.1"x12.4"x4.9" (UNIT ONLY)
WEIGHT: 132.3 LBS
BATTERY TYPE: LEAD-ACID
NOMINAL CAPACITY
10 HOUR RATE TO 1.80Vpc @ 20°C: 190
8 HOUR RATE TO 1.75Vpc @ 77°F: 190

BATTERY SPECIFICATION

SCALE: NTS

1

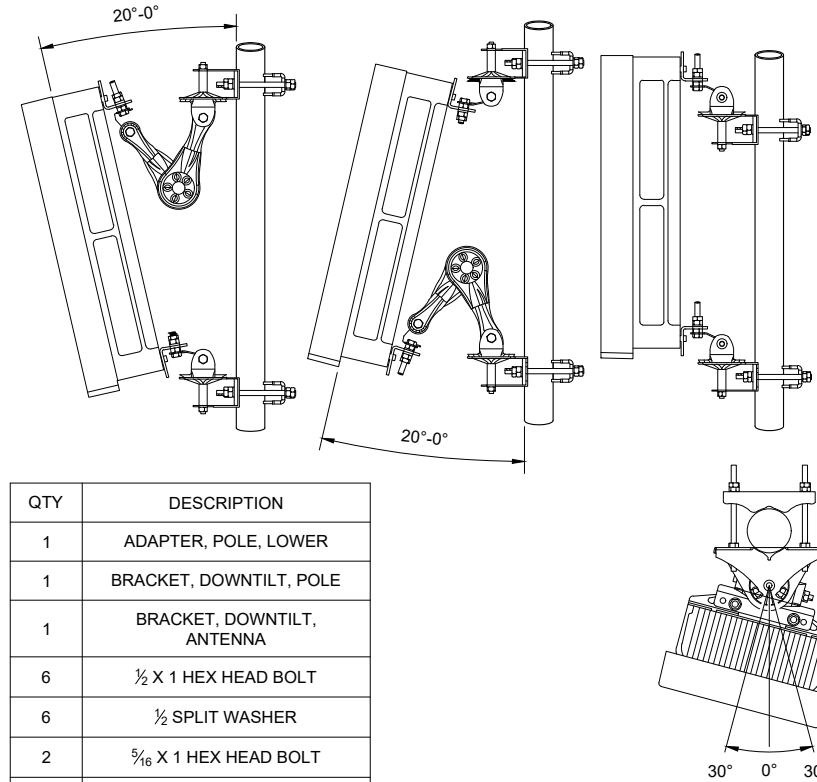


MANUFACTURER: ERICSSON
MODEL: 6630
DIMENSIONS: TBD
WEIGHT: TBD
FREQUENCY: REFER TO RFDS SHEET

BB 6630 SPECIFICATION

SCALE: NTS

2



QTY	DESCRIPTION
1	ADAPTER, POLE, LOWER
1	BRACKET, DOWNTILT, POLE
1	BRACKET, DOWNTILT, ANTENNA
6	1/2 X 1 HEX HEAD BOLT
6	1/2 SPLIT WASHER
2	5/16 X 1 HEX HEAD BOLT
2	5/16 SPLIT WASHER
4	1/2" THREADED ROD
8	1/2" SPLIT WASHER
12	1/2" NUT

ANTENNA MOUNTING DETAIL

SCALE: NTS

3

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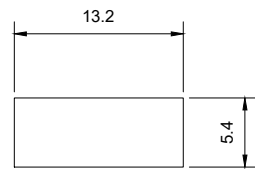
PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
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ERIE COUNTY

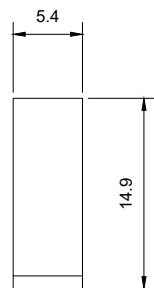
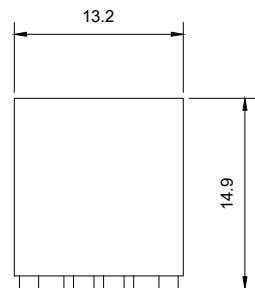
SHEET TITLE:
EQUIPMENT SPECIFICATIONS

SCALE: NONE

PROJECT NUMBER: 48167
SHEET NUMBER: L04/L05
SIGNATURE: [Signature]
DATE: 9/10/2020



MANUFACTURER: ERICSSON
MODEL #: RRUS 4415 B25
SKU: TBD
DIMENSIONS: 14.9"x13.2"x5.5"
WEIGHT: ± 46.3 LBS.
FREQUENCY: REFER TO RFDS SHEET

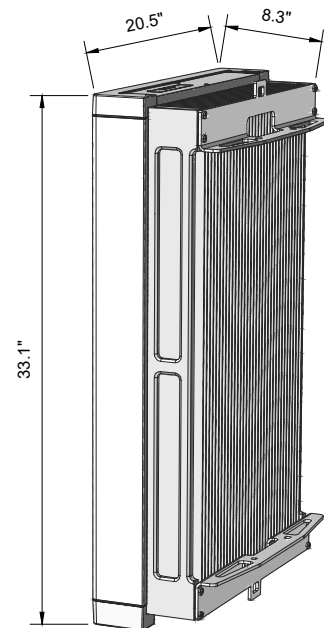


RRUS SPECIFICATION

SCALE: NTS

4

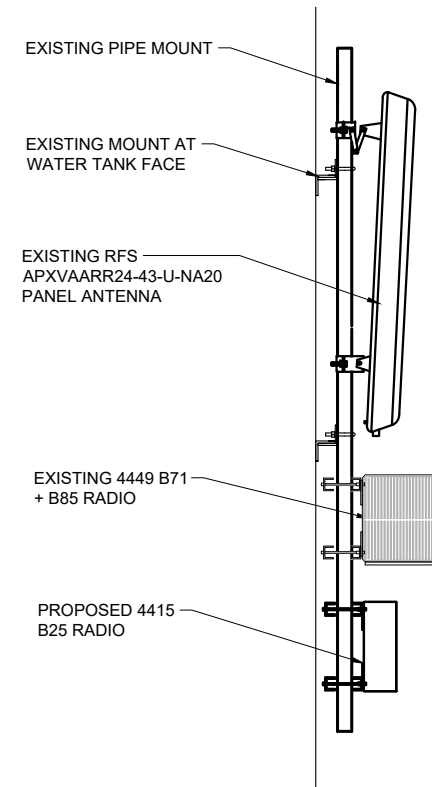
MANUFACTURER: ERICSSON
MODEL: AIR 6449 B41
SKU: 34026
DIMENSIONS: 33.1"x20.5"x8.3"
WEIGHT: 103.0 LBS
FREQUENCY: REFER TO RFDS SHEET



ANTENNA SPECIFICATION

SCALE: NTS

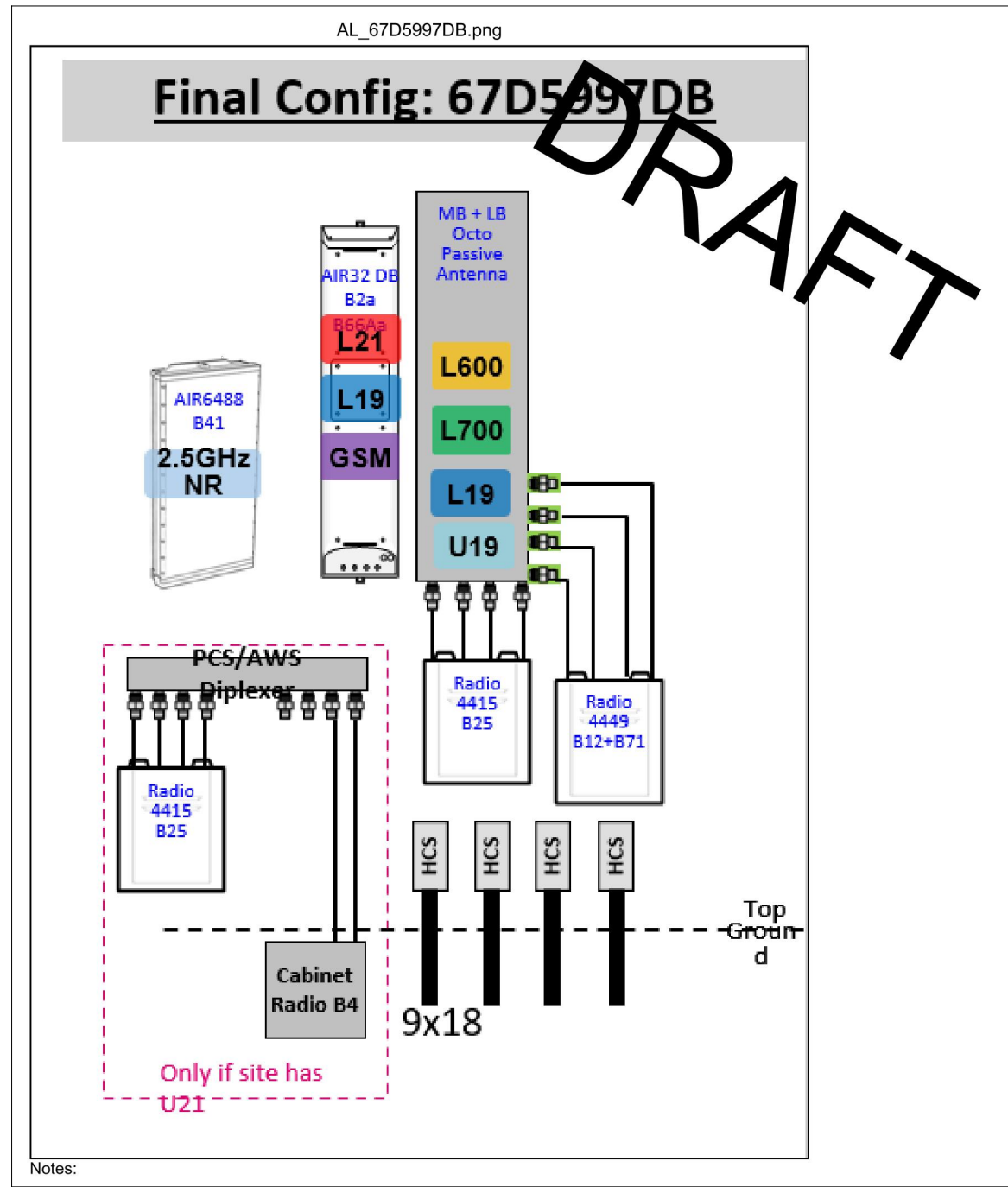
5



ANTENNA & RRU MOUNTING DETAILS

SCALE: NTS

6



PLUMBING DIAGRAM
 SCALE: NTS



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ISSUE PHASE	FINAL	DATE ISSUED	06/23/2020
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PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
 450 WEHRLE DRIVE
 AMHERST, NY 14225
 ERIE COUNTY

SHEET TITLE:
RF CONFIGURATION

SCALE: NONE

PROJECT NUMBER: 48167
 SHEET NUMBER: L04/L05
 Arc 10107

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PROJECT TITLE:

3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE:

RF DESIGN TABLE

SCALE: NONE

PROJECT NUMBER: 48167
SHEET NUMBER: 104/L05
PROJECT SIGNATORY LEVEL: 104/L05
DATE: 9/10/2020

RF DESIGN										
SECTOR	BAND	ANTENNA MODEL	ANTENNA RAD CENTER	AZIMUTH	ANTENNA DOWN TILT		RADIOS	TMAS / DIPLEXERS / SECTOR EQUIPMENT	CABLE FEED LINES	CABLE LENGTH
					ELECTRICAL DT	MECHANICAL DT				
ALPHA	L2500 / N2500	(P) AIR6449 B41	159'-0"	50°	6°/6°	0°	-	-	(P) (1) 6x12 HCS (E) (1) 3x6 HCS (E) (1) 6x12 HCS	±240'
	L700 / L600 / N600 / U1900 / L1900	(E) APXVARR24_43-U-NA20	159'-0"	50°	2°/2°/6°/6°	0°	(P) RADIO 4449 B71 + B85 (P) RADIO 4415 B25	-		
	L2100 / G1900 / L1900	(E) AIR32 B66A	159'-0"	50°	6°/6°/6°/6°	0°	-	-		
BETA	L2500 / N2500	(P) AIR6449 B41	159'-0"	190°	5°/5°	0°	-	-	(P) (1) 6x12 HCS (E) (1) 3x6 HCS (E) (1) 6x12 HCS	±290'
	L700 / L600 / N600 / U1900 / L1900	(E) APXVARR24_43-U-NA20	159'-0"	190°	2°/2°/5°/5°	0°	(P) RADIO 4449 B71 + B85 (P) RADIO 4415 B25	-		
	L2100 / G1900 / L1900	(E) AIR32 B66A	159'-0"	190°	5°/5°/5°/5°	0°	-	-		
GAMMA	L2500 / N2500	(P) AIR6449 B41	159'-0"	300°	6°/6°	0°	-	-	(P) (1) 6x12 HCS (E) (1) 3x6 HCS (E) (1) 6x12 HCS	±330'
	L700 / L600 / N600 / U1900 / L1900	(E) APXVARR24_43-U-NA20	159'-0"	300°	2°/2°/6°/6°	0°	(P) RADIO 4449 B71 + B85 (P) RADIO 4415 B25	-		
	L2100 / G1900 / L1900	(E) AIR32 B66A	159'-0"	300°	6°/6°/6°/6°	0°	-	-		

RF DESIGN TABLE

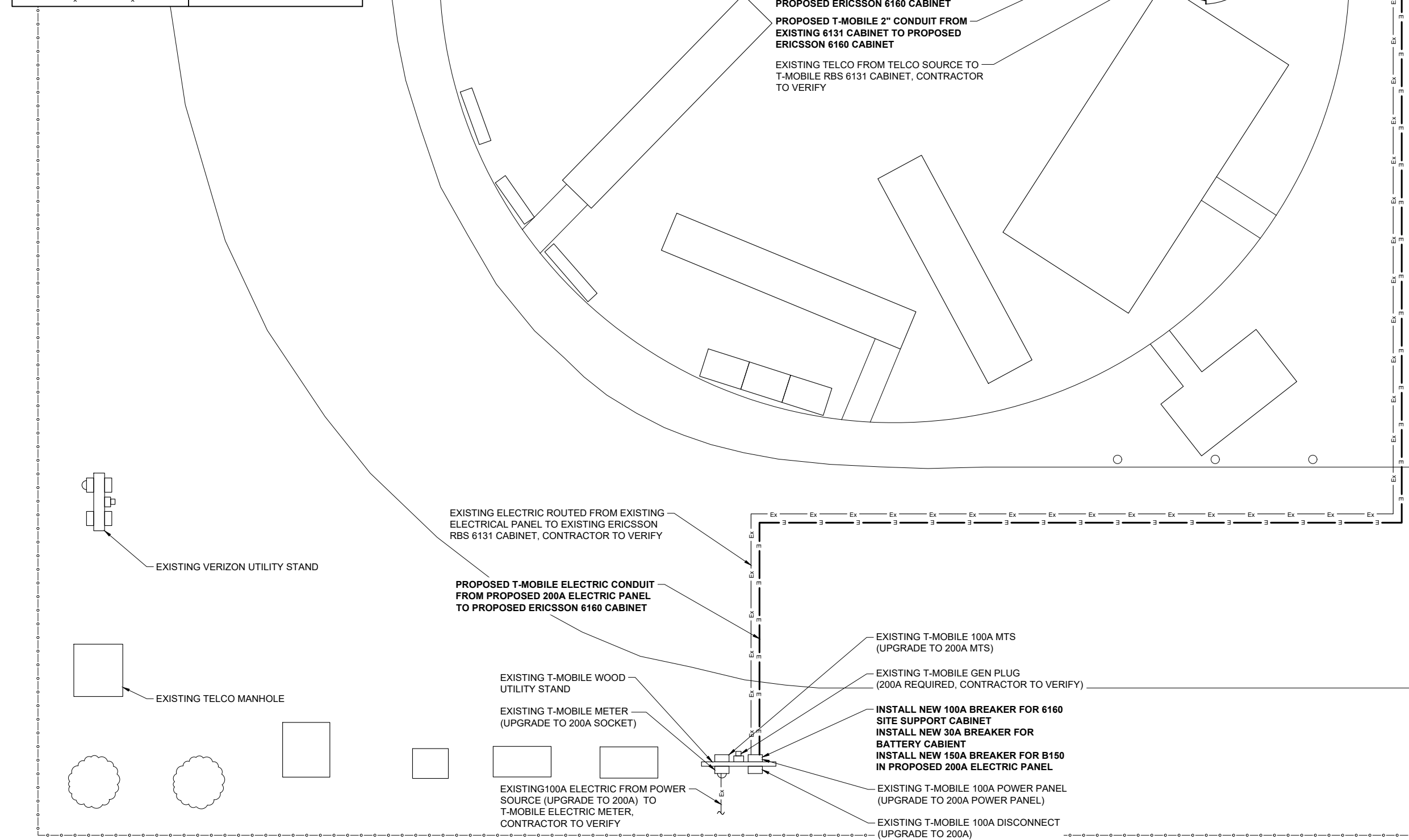
SCALE: NTS

1

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 DRAWN BY: SLS CHECKED BY: KAB

LEGEND:	
	UTILITY POLE
	EASEMENT
	PROPOSED ELECTRIC
	PROPOSED TELCO
	PROPOSED FIBER
	EXISTING FIBER
	OVERHEAD ELECTRIC
	ELECTRIC LINE
	TELEPHONE LINE

- (1) PROPOSED T-MOBILE CONDUIT WITH DC CABLING FROM PROPOSED ERICSSON B160 CABINET TO PROPOSED ERICSSON 6160 CABINET
- EXISTING ECWA PIT ACCESS HATCHES. ALL T-MOBILE WORK MUST KEEP HATCH ACCESS CLEAR IN ORDER FOR ECWA TO REPAIR OR REPLACE EQUIPMENT AS REQUIRED
- (1) PROPOSED T-MOBILE 2" FLEX CONDUIT FROM PROPOSED FIBER MANAGEMENT BOX TO PROPOSED ERICSSON 6160 CABINET
- (1) PROPOSED T-MOBILE 2" FLEX CONDUIT FROM PROPOSED FIBER MANAGEMENT BOX TO EXISTING ERICSSON RBS 6131 CABINET
- PROPOSED T-MOBILE TELCO FROM EXISTING TELCO SOURCE TO PROPOSED ERICSSON 6160 CABINET
- PROPOSED T-MOBILE 2" CONDUIT FROM EXISTING 6131 CABINET TO PROPOSED ERICSSON 6160 CABINET
- EXISTING TELCO FROM TELCO SOURCE TO T-MOBILE RBS 6131 CABINET, CONTRACTOR TO VERIFY



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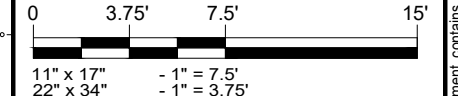
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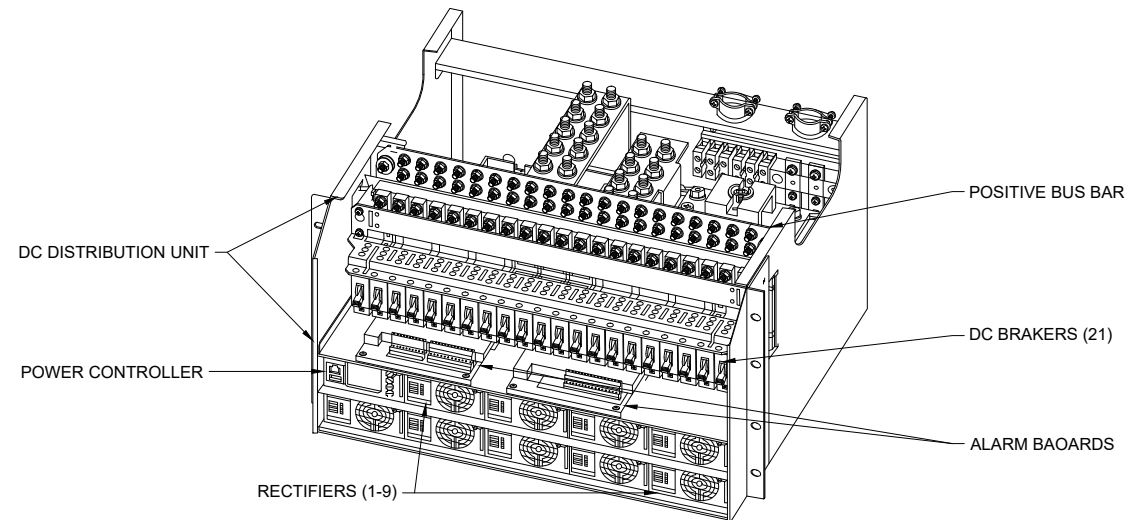
SHEET TITLE:
UTILITY PLAN



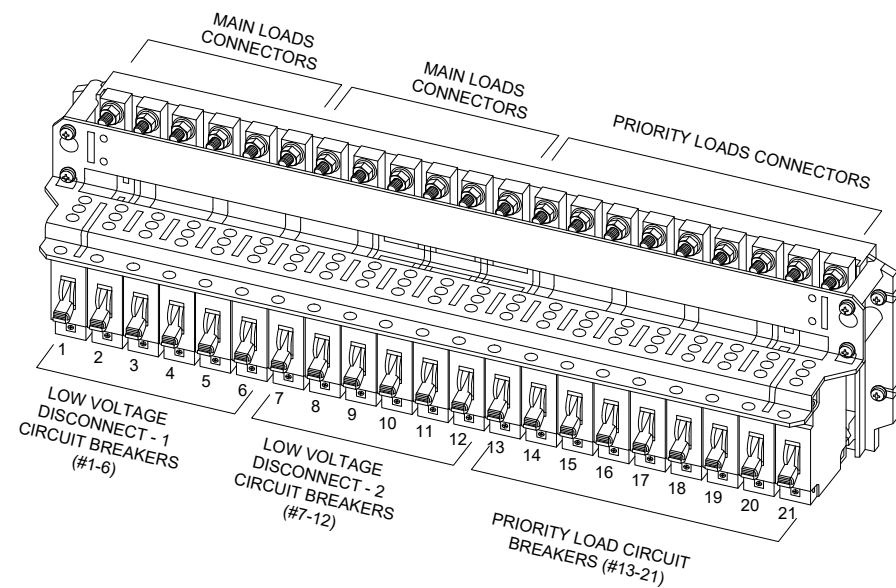
ROOFTOP UTILITY PLAN
 SCALE: 1" = 7.5'

I:\48100\48167\CAD\48167_3ERB101A_Anchor_CDs.dwg Printed by: bwitmer on Sep 10, 2020 - 11:18am

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POWER SUBRACK

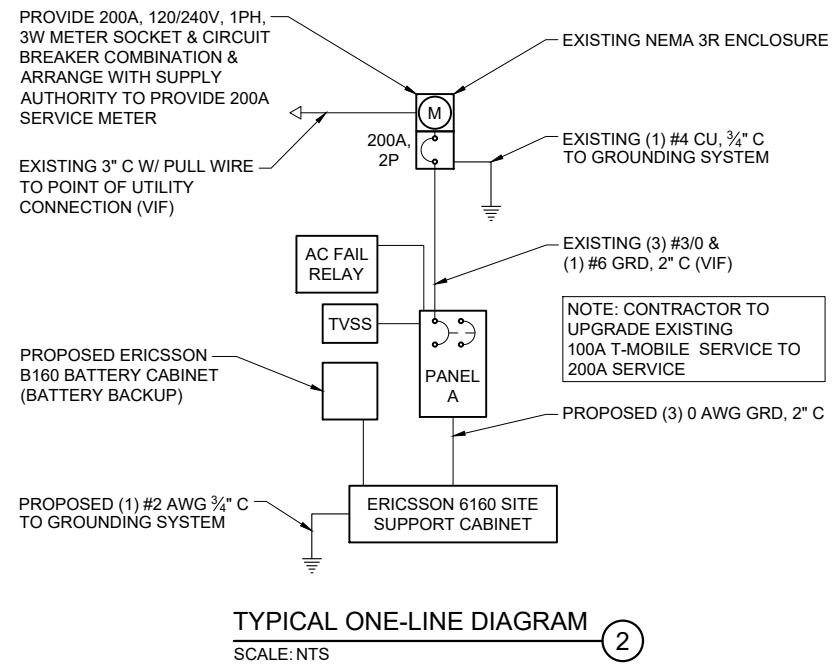


DC DISTRIBUTION UNIT

DC BREAKER DIAGRAM
 SCALE: NTS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
50A	50A	50A	30A	30A		30A	30A	30A	30A	30A		30A	30A	30A	30A	10A	10A	10A	10A	10A
LLVD1					LLVD2					PL										

DC DISTRIBUTION UNIT



TYPICAL ONE-LINE DIAGRAM
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SHEET TITLE:
UTILITY DETAILS

SCALE: NONE

PROJECT NUMBER: 48167
 SHEET NUMBER: TMO Signatory Level L04/L05
 SHEET NUMBER: NET-90107

GROUNDING SPECIFICATIONS:

1. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
3. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC (CADWELD) TO ANTENNA MASTS, FENCE POSTS, AND GROUND RODS UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINE METAL. WHERE GROUND WIRES ARE CADWELD TO GALVANIZED SURFACES. SPRAY CADWELD WITH GALVANIZING PAINT. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION/MECHANICAL FITTINGS.
4. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.
5. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN " PVC SLEEVE, FROM 1'-0" MIN. ABOVE GRADE AND SEAL TOP WITH SILICONE MATERIAL. GROUNDING CONDUCTORS SHALL BE RUN THROUGH " PVC SLEEVE WHERE ROUTED THROUGH WALLS, FLOORS, AND CEILING AND/OR ABOVE EXTERIOR GRADE. ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
6. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT.
7. GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP COMPRESSION TYPE. SPLIT BOLTS ARE NOT ACCEPTABLE.
8. GROUND RODS SHALL BE COPPER CLAD STEEL 5/8" x10" SPACE NOT LESS THAN 10' O.C.
9. CONNECTORS SHALL BE CRIMPED USING HYDRAULIC CRIMPING TOOLS.
10. COPPER BUSES SHALL BE CLEANED, POLISHED AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED
11. COPPER WILL BE PERMITTED.
12. HARDWARE (I.E. NUTS, BOLTS, WASHERS, ETC.) IS TO BE STAINLESS STEEL.
13. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
14. INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANEL BOARD.
15. GROUND BARS (SECTOR, COLLECTOR, MASTER) SHALL BE MIN. BARE " x 4" COPPER AND LARGE ENOUGH TO ACCOMMODATE THE REQUIRED NUMBER OF GROUND CONNECTIONS. THE HARDWARE SECURING THE MGB SHALL ELECTRICALLY INSULATE THE MIGB FROM ANY STRUCTURE TO WHICH IT IS FASTENED.
16. APPLY THOMAS & BETSS KOPR-SHIELD OR APPROVED EQUIVALENT PRIOR TO MAKING MECHANICAL CONNECTIONS.
17. SHALL BE MADE WITH STAINLESS STEEL BOLTS, NUTS AND LOCK WASHERS " DIAMETER MIN. WHERE GALVANIZING IS REMOVED FROM METAL IT SHALL BE PAINTED OR TOUCHED UP WITH 'GALVONOX' OR EQUAL.
18. ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS, FRAMES OF EQUIPMENT AND WHERE EXPOSED FOR GROUNDING
19. CONDUCTOR TERMINATION SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.
20. ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE GROUNDING SYSTEM CONDUCTOR AND PVC CONDUITS SHALL BE PVC TYPE (NON-CONDUCTIVE). DO NOT USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING CONDUCTOR.
21. THE CONTRACTOR SHALL ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE TO EARTH DOES NOT EXCEED 5.0 OHMS. PROVIDE A COPY OF TESTING REPORT, INCLUDING THE METHOD AND INSTRUMENTS USED TO VERIFY RESISTANCE TO T-MOBILE REPRESENTATIVE.
22. COAX CABLE SHALL BE GROUNDED AT ANTENNA LEVEL WITHIN 5' OF ANTENNA, COAX WILL ADDITIONALLY BE GROUNDED AT THE BASE OF THE TOWER 18" BEFORE THE CABLE REACHES A HORIZONTAL PLANE. IF EQUIPMENT CABINET IS MORE THAN 15' FROM THE TOWER AN ADDITIONAL GROUND KIT WILL BE ADDED 24" BEFORE CABLE ENTERS CABINET.
23. ALL COAX GROUND KITS WILL BE ANDREW 'COMPACT SURE GROUND' OR APPROVED EQUIVALENT.
24. VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW T-MOBILE CABINET GROUND BAR. CONTRACTOR SHALL ENSURE THAT ALL METALLIC OBJECTS WITHIN 6' FROM CABINET HAVE GROUNDING CONTINUITY. THE CONTRACTOR SHALL CORRECT ANY DEFECTS BE ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.22. GROUNDING CONDUCTORS SHALL BE COPPER ONLY. EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURIED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.23. CONTRACTOR TO PROVIDE GROUND WIRES, BARS, AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
25. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS PER NEC AND T-MOBILE.
26. CONNECTIONS TO THE GROUND BAR SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUSS ARE PERMITTED.
27. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH NEC, SHALL BE FURNISHED AND INSTALLED WITH POWER CIRCUITS TO BTS EQUIPMENT.
28. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
29. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 8 INCHES.
30. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH NEC.
31. GROUND ALL RF EQUIPMENT INCLUDING BUT NOT LIMITED TO COAX, DIPLEXERS, SURGE ARRESTORS, TMA'S, ANTENNAS, AND ANTENNA MAST PER NEC AND T-MOBILE.

GENERAL NOTES:

1. OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO T-MOBILE.

2. SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
3. REDLINED AS-BUILTS ARE TO BE DELIVERED TO T-MOBILE REPRESENTATIVE.
4. PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.
5. FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, TELCO SYSTEM, AND THE GROUNDING SYSTEM AS SHOWN ON THESE DRAWINGS.
6. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY T-MOBILE.
7. CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
8. PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
9. REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
10. CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDESTAL AND ADVISE ENGINEER OF SERVICE SIZE AND FAULT CURRENT LEVEL.
11. IF PEDESTAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE. UPON APPROVAL OF SUBMITTED COST QUOTATION, THE CONTRACTOR SHALL PROVIDE NEW SERVICE AND/OR UPGRADE SERVICE. FEEDERS AND EQUIPMENT/ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
12. CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY COMPANY. LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S SPECIFICATION.
13. CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDESTAL MUST NOT EXCEED SIX. IF THE NEW SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE NEW LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-2(B).
14. THE EQUIPMENT/PROTECTIONS MUST BE RATED FOR STANDARD AIC RATE HIGHER THAN INCOMING EQUIPMENT AND/OR UTILITY COMPANY AIC RATE.



NORTHEAST LLC
4 SYLVAN WAY
PARSIPPANY, NJ 07054



10 INDUSTRIAL AVE., SUITE 3
MAHWAH, NJ 07430



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(608) 643-4100 www.ramaker.com

Certification & Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of New York. It is a violation of this law for any person, unless he is acting under the direction of a licensed professional engineer or land surveyor, to alter an item so certified or sealed.



Michael L. Pinske: 9/10/2020
Date:

3	09/10/20	REVISED PER REDLINES
2	09/03/20	REVISED PER COMMENTS
1	07/16/20	REVISED PER REDLINES
0	6/23/2020	ISSUED AS FINAL

MARK	DATE	DESCRIPTION
ISSUE PHASE	FINAL	DATE ISSUED 06/23/2020

PROJECT TITLE:
3ERB101A

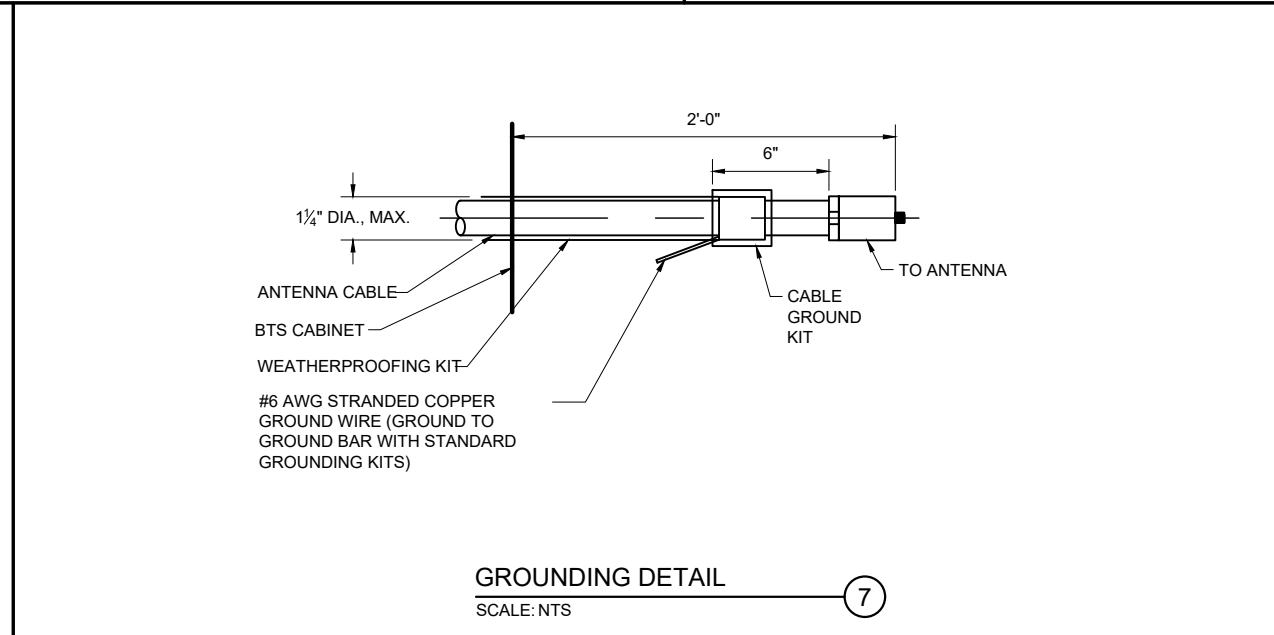
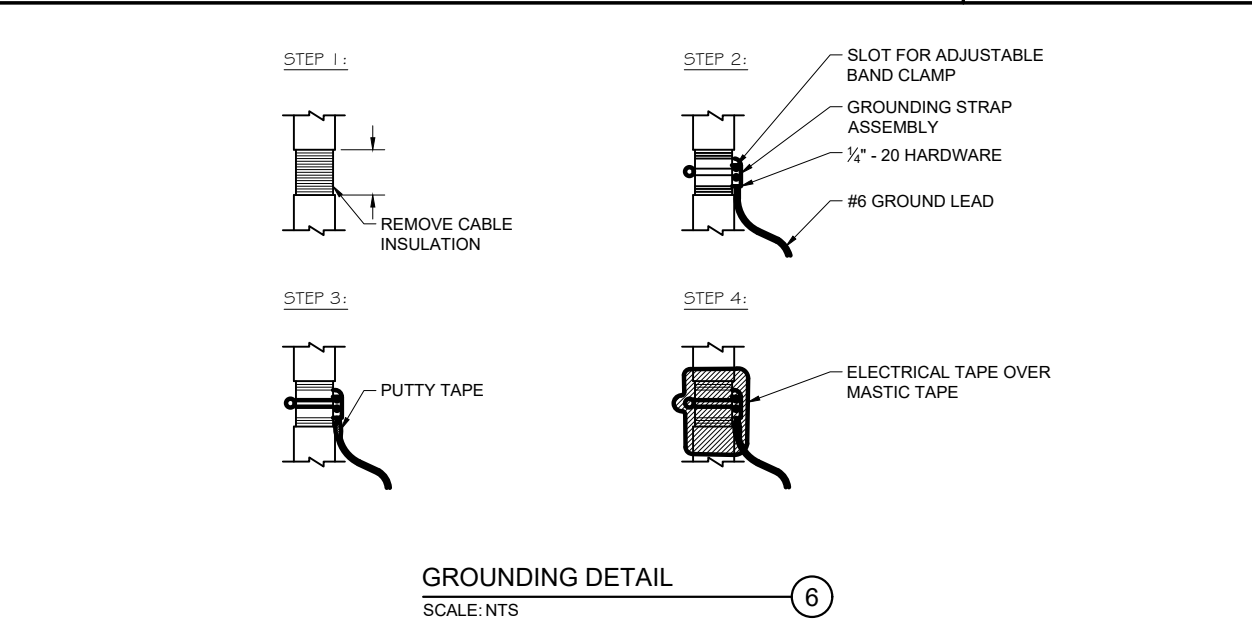
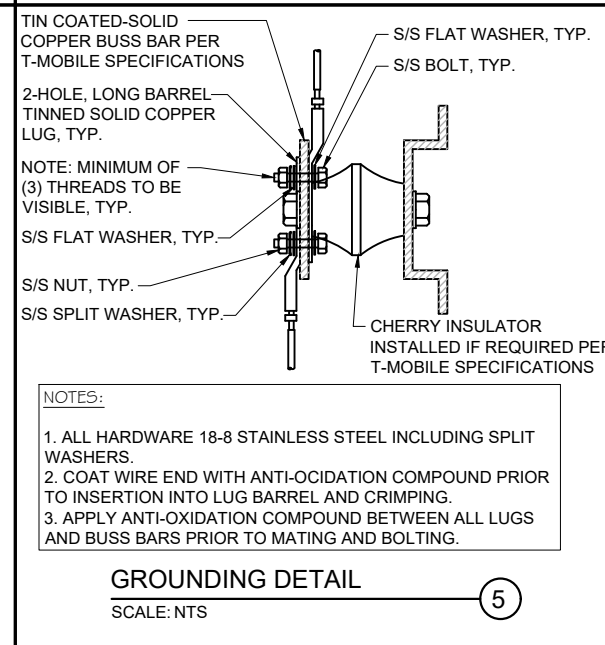
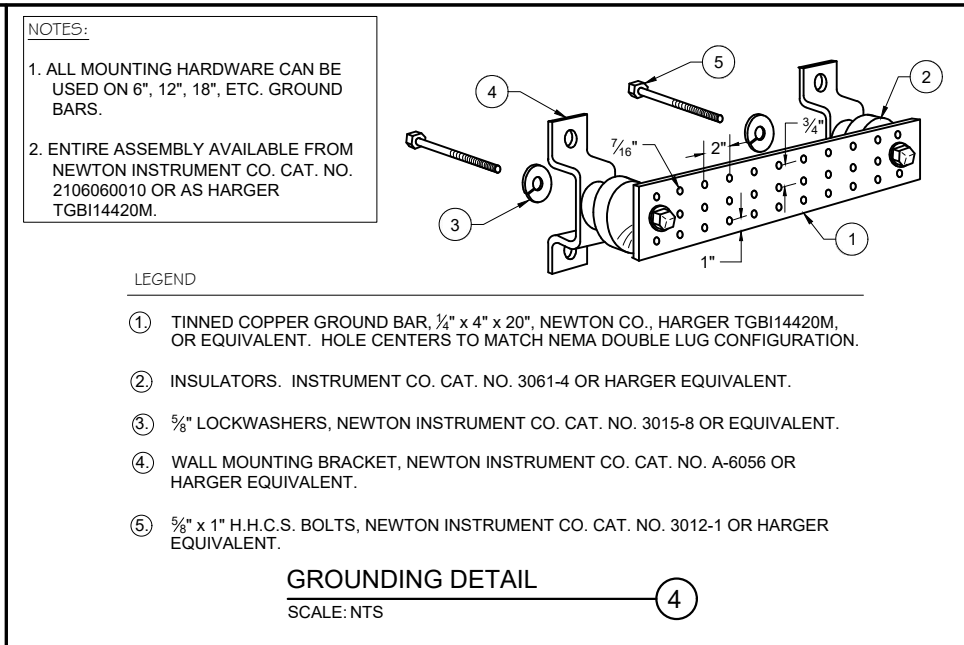
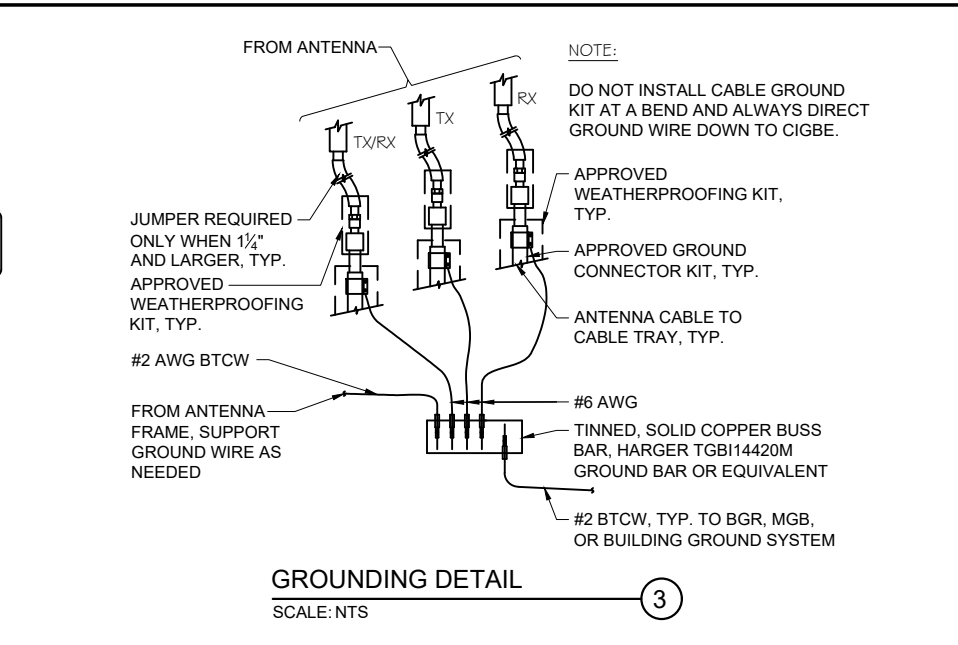
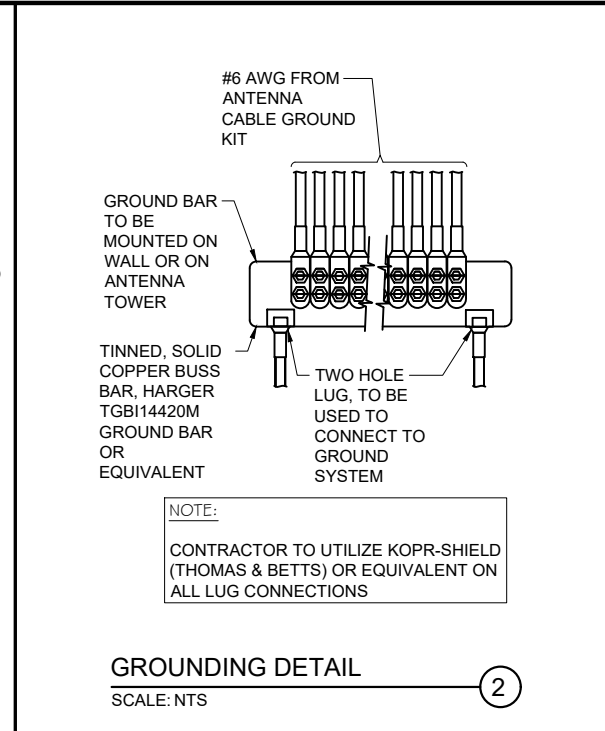
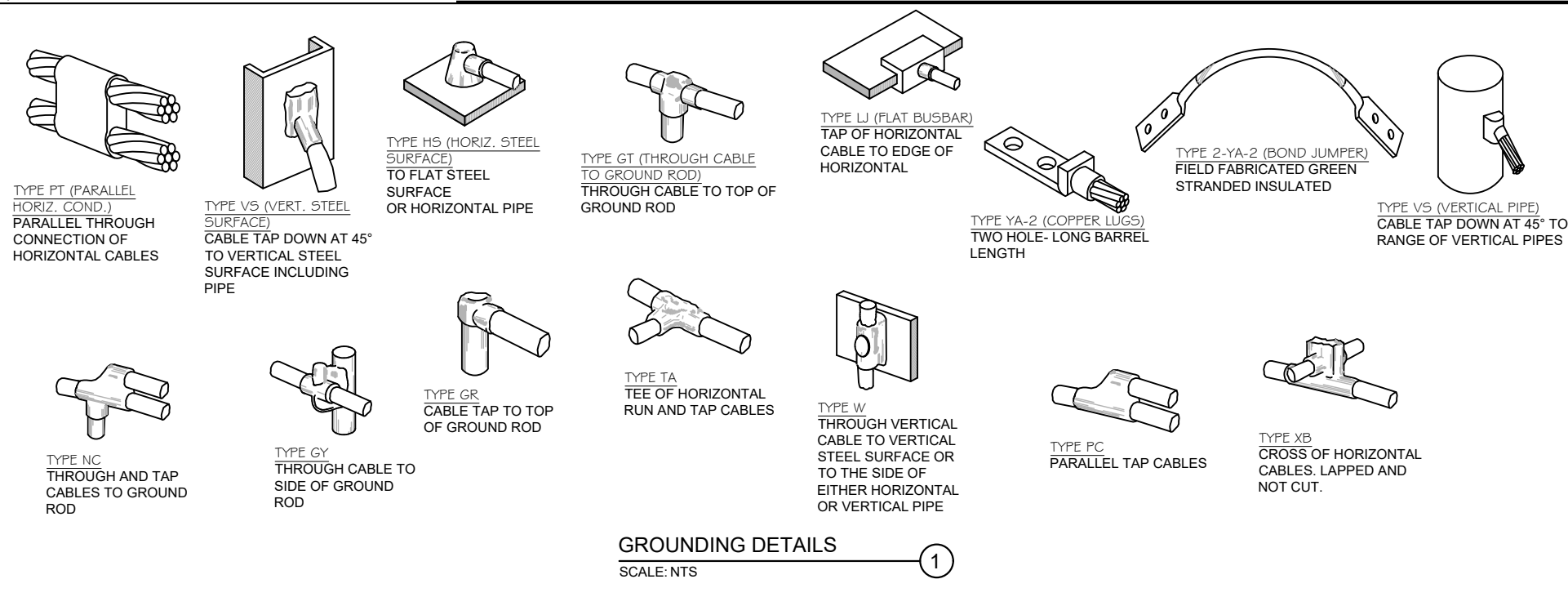
PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE:
GROUNDING NOTES

SCALE: NONE

PROJECT NUMBER: 48167
SHEET NUMBER: TMO Signatory Level L04/L05
SHEET NUMBER: NPG 190107

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T-Mobile

NORTHEAST LLC
4 SYLVAN WAY
PARSIPPANY, NJ 07054

Transcend Wireless

10 INDUSTRIAL AVE., SUITE 3
MAHWAH, NJ 07430

RAMAKER
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(608) 643-4100 www.ramaker.com

Certification # Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of New York. It is a violation of this law for any person, unless he is acting under the direction of a licensed professional engineer or land surveyor, to alter an item as shown on this seal.

STATE OF NEW YORK
MICHAEL L. PINSKE
LICENSED PROFESSIONAL ENGINEER
087544

Michael L. Pinsky Date: 9/10/2020

MARK	DATE	DESCRIPTION
3	09/10/20	REVISED PER REDLINES
2	09/03/20	REVISED PER COMMENTS
1	07/16/20	REVISED PER REDLINES
0	6/23/2020	ISSUED AS FINAL

ISSUE PHASE: FINAL DATE ISSUED: 06/23/2020

PROJECT TITLE: 3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE: GROUNDING DETAILS

SCALE: NONE

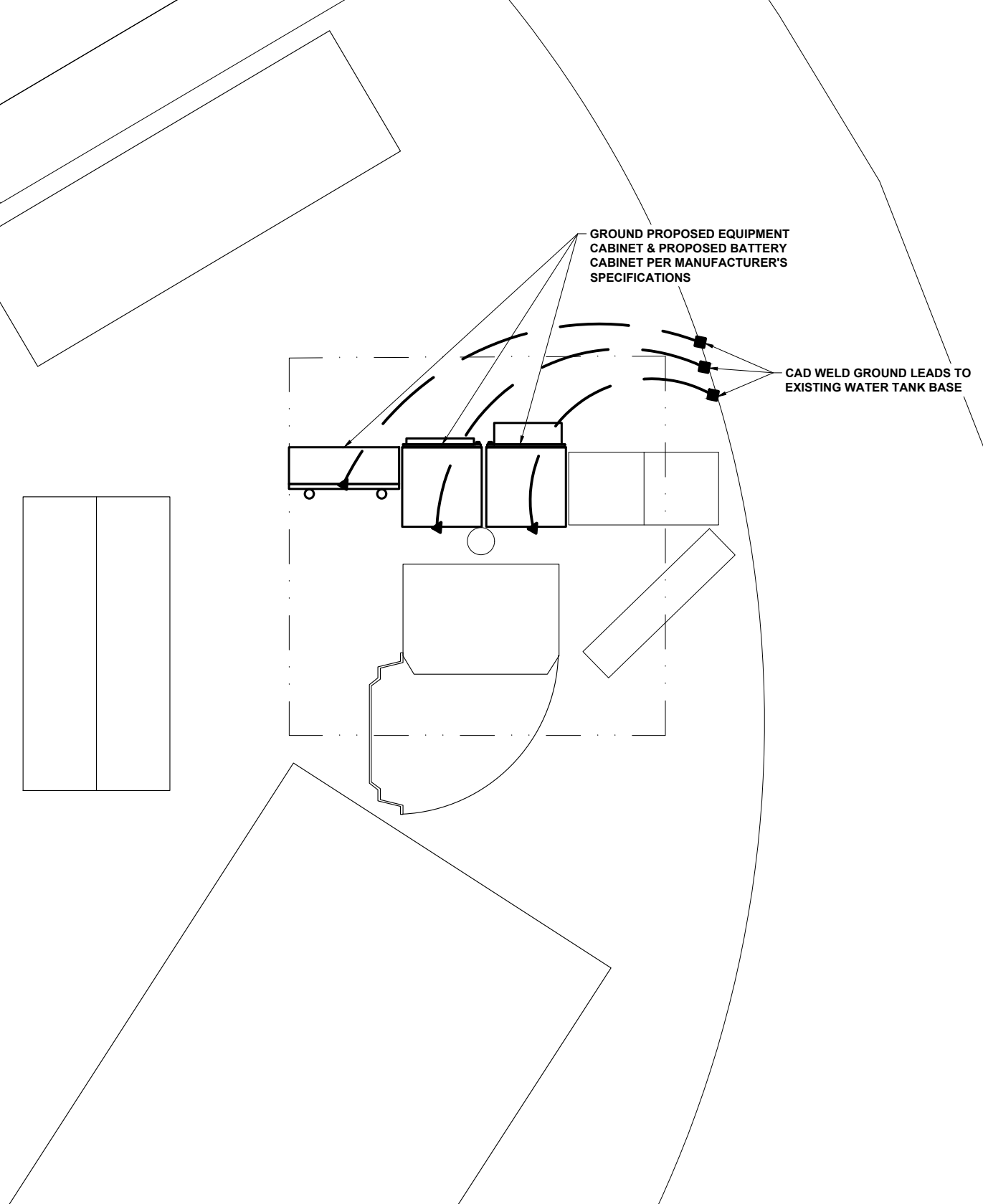
PROJECT NUMBER: 48167
SHEET NUMBER: TMO Signatory Level: L04/L05
DATE: 09/10/20

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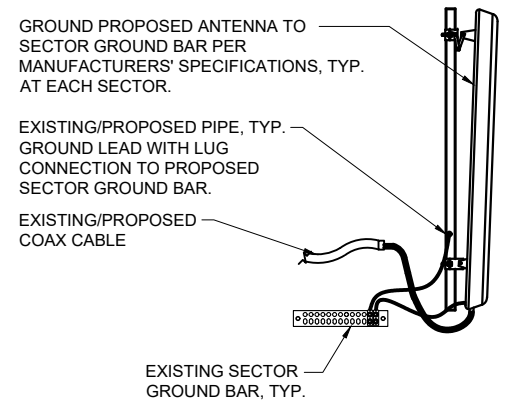
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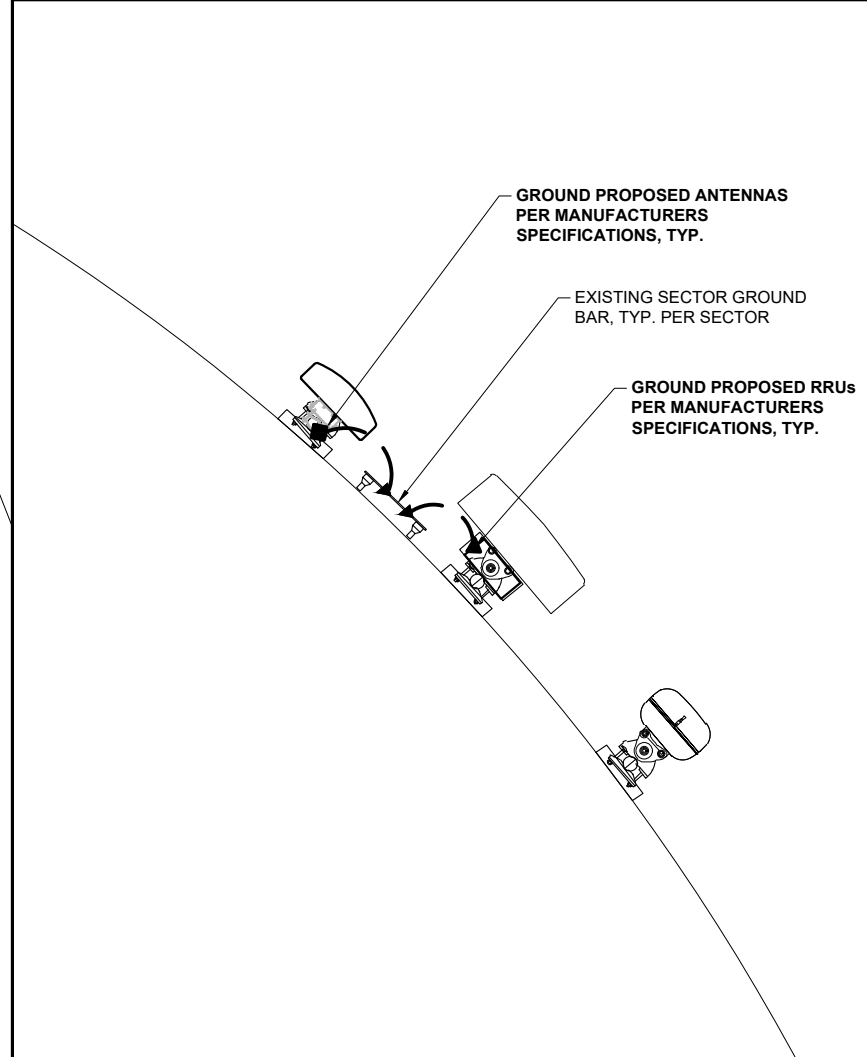
LEGEND:	
---	EXISTING GROUND CABLE
- - - - -	PROPOSED GROUND CABLE
▲	MECHANICAL CONNECTION
■	EXOTHERMIC CONNECTION



PLATFORM GROUNDING PLAN ①
SCALE: NTS



ANTENNA GROUND DETAIL ②
SCALE: NTS



SECTOR GROUNDING PLAN ③
SCALE: NTS



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4 SYLVAN WAY
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Certification & Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of New York. It is a violation of this law for any person, unless he is acting under the direction of a licensed professional engineer or land surveyor, to alter an item as shown on this seal.



Michael L. Pinske: 9/10/2020 Date:

MARK	DATE	DESCRIPTION
3	09/10/20	REVISED PER REDLINES
2	09/03/20	REVISED PER COMMENTS
1	07/16/20	REVISED PER REDLINES
0	6/23/2020	ISSUED AS FINAL

ISSUE PHASE	DATE ISSUED
FINAL	06/23/2020

PROJECT TITLE:
3ERB101A

PROJECT INFORMATION:
450 WEHRLE DRIVE
AMHERST, NY 14225
ERIE COUNTY

SHEET TITLE:
GROUNDING DETAILS

SCALE: NONE

PROJECT NUMBER: 48167
SHEET NUMBER: TMO Signatory Level L04/L05
SHEET NUMBER: 00107

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ADDENDUM 1

Addendum 1

In accordance with the terms and conditions of the Lease entered into with the Erie County Water Authority, an **ACORD25-Certificate of Liability Insurance** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier authorized to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing the Authority as Certificate Holder and included as additional insured. You should share these requirements with your current insurance agent, broker or insurance company.

Insurance Requirements

TENANT at its own expense, shall maintain the following minimum insurance on its own behalf, and furnish to the Authority certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Authority of the TENANT's obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed, or materially changed after the issuance of the certificate of insurance required herein, without written notice.

A. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be included as an Additional Insured
- Insurance to be primary and non-contributory

B. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be included as an Additional Insured.

C. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be included as an Additional Insured

D. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

****C 105.2 Required**

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

E. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

****DB 120.1 Required**

Certificates of Insurance, and renewals, on forms approved by the New York State Department of Insurance (such approval shall not be unreasonably withheld), must be submitted to ECWA prior to executing the rental agreement/contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A M Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII.

Outside vendors shall INCLUDE ECWA as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement, on ALL liability policies.

Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A M Best identifying number appears on the Certificate of Insurance.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the party renting space of any obligations, responsibilities, or liabilities.

Any questions may be directed to Molly Jo Musarra, ECWA Claims Representative/Risk Manager by calling (716) 849-8465, by e-mailing your inquiry to MMUSARRA@ECWA.ORG or by US mail – Erie County Water Authority, 295 Main Street, Room 350, Buffalo, New York 14203-2494.

WORKERS COMP IMMUNITY WAIVER:

In any and all claims against the Authority by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor (including any of the Subcontractor’s subcontractors) or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

HOLD HARMLESS / INDEMNIFICATION:

To the fullest extent permitted by law, TENANT shall defend, indemnify and hold harmless the Authority and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents (hereinafter referenced as "Owner Indemnitees") from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by Authority) arising out of or resulting from, or alleged to arise out of or result from, the Subcontractor's work (including the work by any of the Subcontractor's subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner Indemnitees.

To the extent any claim is not covered by the insurance provided by any subcontractor performing work on behalf of TENANT. TENANT agrees to indemnify, defend and hold Erie County Water Authority harmless from and against any and all injury, loss, damage, liability, costs or expenses arising directly from the installation, use, maintenance, repair or removal of any equipment associated with TENANTS use of the premises, except to the extent attributable to the negligent or intentional act or omission of Erie County Water Authority, its employees, invitees, agents or independent contractors.

MISCELLANEOUS:

Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the TENANT shall provide Erie County Water Authority with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements herein.

Policy Renewal/Expiration. Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth herein shall be delivered to Erie County Water Authority prior to renewal.

No modification or amendment of the Insurance Requirements contained herein shall be effective unless in writing and signed by both parties and approved in writing by the Authority.

ADDENDUM 2

[THIS FORM IS INTENDED TO BE USED AS AN EXHIBIT OR ADDENDUM TO ANY SUBCONTRACT — IT SHOULD NOT BE USED BY ITSELF AS A SOLE CONTRACT DOCUMENT]

ADDENDUM AGREEMENT

This Addendum to the Agreement (“Addendum Agreement”) between [**Insert name of TENANT or Upstream Subcontractor**] (hereinafter referenced as “Contractor”) and [**Insert name of Downstream Subcontractor**] (hereinafter referenced as “Subcontractor”) is being entered into by the parties for any and all work done for, with, or on behalf of [**Insert Name of TENANT**] (hereinafter the “TENANT”) at the Leased premises [**Insert Location**]

In accordance with the terms and conditions of the Lease entered into with the Erie County Water Authority on [insert date}, an **ACORD25-Certificate of Liability Insurance** and **ACORD 855 NY-NY Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing the Authority as Certificate Holder and additional insured. You should share these requirements with your current insurance agent, broker or insurance company.

Insurance Requirements

Prior to the commencement of any work designated in any contract or agreement to which this Addendum Agreement is attached, and until at least the final completion and acceptance of the work under the contract or agreement to which this Addendum Agreement is attached, the Subcontractor, at its sole expense, shall maintain the following minimum insurance on its own behalf, and furnish to the Authority certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Authority of the Subcontractor’s obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed after the issuance of the certificate of insurance required by this Addendum Agreement.

A. Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance:

Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

Worker’s Compensation & Occupational Disease: Statutory

Employer’s Liability: \$1,000,000 bodily injury by accident or disease, except for work work/employers subject to the New York Worker’s Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners, members of limited liability companies or executive officers of any corporate entity; and provide for a “Waiver of Subrogation” endorsement in favor of the Owner/Contractor.

Any Contractor/Subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy.

B. Commercial General Liability:

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury, with limits of not less than:

Per Occurrence and Personal & Advertising Injury-	\$1,000,000.00
General Aggregate & Products/Completed Operations Aggregate-	\$2,000,000.00
Fire Damage Legal Liability/Damage to Rented Property-	\$100,000.00
Medical Payment (per-person)	\$5,000.00

The coverage must include the following:

1. Liability assumed by the insured in an “insured contract” as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.
2. Products/Completed Operations liability for a period of three years after acceptance of the work.
3. A per project aggregate of \$ 2,000,000.00.
4. A “Waiver of Subrogation” Endorsement in favor of the Owner/Contractor.
5. Exterior Insulation Finish System (“EFIS”) coverage must be specifically included or provided separately where the Contractor/Subcontractor work under this Agreement or in any contract or agreement to which this Addendum is attached in any way involves EFIS.
6. The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional insured pursuant to work that is subject to this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached.
7. The insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of A- or better, or otherwise specifically approved by the Owner.

The Authority, its officers, directors, partners, representatives, agents, and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for ongoing operations; and CG 2037 04 13 (or its equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

C. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance covering the ownership, maintenance and use of all Owned, Non-Owned and Hired Vehicles by the Subcontractor with combined Bodily Injury and Property Damage limits including pollution transit coverage of \$1,000,000.00 per accident. The Authority, its officers, directors, partners, representatives, agents, and employees must be named as Additional Insureds on a primary and non-contributory basis. A “Waiver of Subrogation” in favor of the Authority must be included.

D. Commercial Umbrella/Excess Liability Insurance:

Commercial Umbrella/Excess Liability Insurance with limits of \$5,000,000.00 per occurrence and a \$5,000,000.00 aggregate. The Authority, its officers, directors, partners, representatives, agents, and employees must be named as Additional Insureds on a primary and non-contributory basis. A “Waiver of Subrogation” in favor of the Authority must be included.

E. Pollution Liability:

Where the Subcontractor is performing work that is subject to this Addendum Agreement or to any contract or agreement to which this Addendum Agreement is attached, pollution liability coverage applicable to the type of work/operations being performed in the amount of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate limit. The Authority, its officers, directors, partners, representatives, agents, and employees must be named as Additional Insureds on a primary and non-contributory basis. A “Waiver of Subrogation” in favor of the Authority must be included.

F. Owned and/or Rented Tools or Equipment:

Property insurance covering all owned, rented, leased and/or borrowed tools or equipment of the Subcontractor or used by the Subcontractor in connection with the work that is subject to this Agreement or to any contract or agreement to which this Addendum is attached, in an amount equal to the replacement cost of such tools or equipment. A “Waiver of Subrogation” in favor of the Authority must be included.

JOB-SITE SAFETY:

The Authority makes no representation with respect to the physical conditions or safety of the Project Site. The Subcontractor shall, at its own expense, protect from injury its employees engaged in the performance of the Work. The prevention of accidents to all workers engaged in the Subcontractor's work and others affected by the Subcontractor's work is the responsibility of the Subcontractor. Subcontractor shall comply with all applicable federal, state, labor and local laws, regulations and codes concerning safety.

For purposes of this Addendum Agreement, "Project Site" means the entire construction site or the various separately identifiable part of the site described in any contract or agreement to which the Addendum Agreement is attached, and as described in the Primary Contract with the Authority.

WORKERS COMP IMMUNITY WAIVER:

In any and all claims against the Authority by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor (including any of the Subcontractor's subcontractors) or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

HOLD HARMLESS / INDEMNIFICATION:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Authority and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents (hereinafter referenced as "Owner Indemnitees") from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by Authority) arising out of or resulting from, or alleged to arise out of or result from, the Subcontractor's work (including the work by any of the Subcontractor's subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner Indemnitees.

MISCELLANEOUS:

To the extent any claim is not covered by the insurance required hereunder, Dish agrees to indemnify, defend and hold Erie County Water Authority harmless from and against any and all injury, loss, damage, liability, costs or expenses arising directly from the installation, use, maintenance, repair or removal of Dish communication facility, except to the extent attributable to the negligent or intentional act or omission of Erie County Water Authority, its employees, invitees, agents or independent contractors.

If any term or provision of this Addendum Agreement conflicts with or is otherwise inconsistent with any term or provision in the Primary Contract or any prior written agreement entered between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties and approved in writing by the Authority. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby, and each provision of this Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Insert name of TENANT or Upstream Contractor or Upstream Subcontractor]

[Insert name of Downstream Subcontractor]

[Print Name and Title of Representative]

[Print Name and Title of Representative]

Date:

Date: