



## **PUBLIC WORKS COMMISSION MEETING AGENDA**

**TUESDAY, SEPTEMBER 24, 2024 AT 5:30 PM**

**COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING - 106 JONES STREET,  
WATERTOWN, WI 53094**

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**Virtual Meeting Info:** <https://us06web.zoom.us/join> Meeting ID: 225 151 7335 Passcode: 589577 One tap mobile +16469313860

<https://us06web.zoom.us/j/9178580897?pwd=eUOpCUyvIV65zIPMYImMdPU1LVLx5I.1>

All public participants' phones will be muted during the meeting except during the public comment period.

### **1. CALL TO ORDER**

### **2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

*Each individual who would like to address the Committee will be permitted up to three minutes for their comments*

### **3. REVIEW AND APPROVE MINUTES**

- A. Public Works minutes from August 27, 2024
- B. Public Works minutes from September 10, 2024

### **4. BUSINESS**

- A. Review and take possible action: 2024 Biosolids Dryer Project update & presentation by Mead-Hunt
- B. Review and take action : approve license agreement between City of Watertown and Verizon Wireless for equipment located on the O'Connell Water Tower (Cellular Site MDG ID: 5000097398)
- C. Review and take action: Approve planned service agreement from Johnson Controls for the water and wastewater HVAC computerized control system.
- D. Review and take possible action: Award Rock River Ridge Phase I Construction Inspection Contract

### **5. ADJOURNMENT**

*Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at [mdunneisen@CityofWatertown.org](mailto:mdunneisen@CityofWatertown.org), phone 920-262-4006*

*A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only*

**City of Watertown**  
**Public Works Commission & Downtown Main Street Task Force Meeting**  
**August 27, 2024**

**Agenda**

1. Call to Order

Alder Board called the Public Works Commission to order at 5:31 p.m. and noted that all members were present.

Strategic Initiatives and Development Coordinator Mason Becker called the Downtown Main Street Task Force to order at 5:31 p.m., and noted a quorum was present.

Downtown Main Street Attendance-

Present: McFarland, Becker, Board, Elias, Hoffman, Grenwald, Beyer, Smith, Moldenhauer.

Virtual: Trego

Absent (excused): Purtell & Wagner

Also present: Steve Porter, WisDot Project Manager; Justin Schuler, raSmith; Fire Chief Reynan; Andrew Beyer, Public Works Director; Jaynellen Holloway, City Engineer; Peter Hartz, Water Systems Manager; Stacy Winkelman, Operations Manager and Mark Stevens, City Finance Director.

2. Comments and Suggestions from Citizens Present

None were given

3. Business

- A. Review and Take Possible Action: Approve license agreement between city of Watertown and New Cingular Wireless PCS, LLC (AT&T) for equipment located on the O'Connell Water Tower (Cellular Site WT/WI1058).

Motion by Alder Bartz, supported by Commissioner Thompson, to approve the licensing lease agreement between the city of Watertown and New Cingular Wireless PCS, LLC (AT&T) for equipment located on the O'Connell Water Tower, and to forward the resolution to the City Council.

Motion carried unanimously.

- B. Review and Take Possible Action: Fire Station alternate paving surface.

Motion by Commissioner Thompson, supported by Alder Bartz, to approve the alternate proposal of replacing the asphalt paving with concrete for the added cost of \$287,668.

Note: Funds provided through project contingency.

Motion carried unanimously.

- C. Review and Take Possible Action: Potential changes to downtown one-way streets and curb bump-outs, as part of the 2028 Main Street Reconstruction Project.

Becker introduced and reviewed the history of the Task Force and the status of the bump outs for the 2028 Main Street reconstruction project.

Beyer gave an overview of raSmith's work on evaluating one-way streets in the downtown and why Third St. and Fourth St. are being discussed right now.

Justin Schuler from raSmith gave a presentation on the firms' work on the study so far. The initial traffic counts and patterns within downtown Watertown. The study is happening in two phases; one in 2024, and one in 2025. Discussion followed.

Porter from WisDOT answered questions.

It is the recommendation that third and fourth streets be changed to two-way traffic.

On behalf of the Main Street Task Force – Motion by Alder Moldenhauer, seconded by Hoffman, to recommend modifying fourth and third streets from one-way to two-way streets at the time of the Main Street Reconstruction Project.

Motion carried unanimously by the Main Street Task Force.

Public Works discussed the recommendation.

Motion by Alder Smith, seconded by Alder Bartz, to support the recommendation of the Main Street Task Force to change Third and Fourth Streets to two-way streets in the downtown at the time of the Main Street Reconstruction Project.

Motion carried unanimously.

- D. Main Street Task Force Adjournment
  - Motion to adjourn the Task Force by Hoffman, seconded by McFarland.
  - Motion carried unanimously.
  - Task Force adjourned at 6:24 p.m.

- E. Review and Take Possible Action: Request for Solid Waste and Recycling Services to N856 N. Water Street for \$19.08/month.

Motion by Alder Wetzel, supported by Commissioner Thompson, to provide solid waste services to N856 N. Water Street for \$19.08/month.

Motion carried unanimously.

#### 4. Adjournment

- A. Motion by Alder Bartz, supported by Commissioner Thompson to adjourn

Motion carried unanimously.

Public Works Commission adjourned at 6:26 p.m.

Respectfully submitted, Steve Board, Chair.



***Public Works Commission Meeting  
Tuesday, September 10, 2024***

**Members Present:** Alders Board, Bartz, Smith, Wetzel, and Commissioner Thompson

**City Employees present:** Public Works Director Andrew Beyer; Water System Manager Peter Hartz; and Stormwater Project Manager Maureen McBroom.

Others: Robert Stocks & unknown caller on ZOOM.

**1. Call to Order:** Chairman Board opened the meeting at 5:20 PM. Quorum was present.

**2. Comments and Suggestions from Citizens Present:** None.

**3. Review and Approve Minutes**

**A. Public Works Commission minutes from August 13, 2024.**

Motion by Wetzel, supported by Bartz to approve the minutes of August 13, 2024. Carried Unanimously.

**B. Public Works Commission & Downtown Main Street Task Force minutes from August 27, 2024.**

Motion by Thompson, supported by Wetzel to approve the minutes of August 27, 2024. Bartz provided corrections. Motion carried unanimously with corrections.

**4. Business**

**A. Review and take possible action: Wastewater Department, approve reissuance of the Industrial Wastewater Discharge Permit for Diversey – A Solenis Company.**

Peter Hartz presented Diversey's request based n their changing business needs,

Motion by Smith, supported by Wetzel to approve the new permit of the Industrial Wastewater Discharge permit to Diversey.

Carried unanimously.

**B. Review and approve: 2024 West Street Water Tower painting / rehabilitation project professional services by Strand & Associates.**

Motion by Thompson, supported by Bartz to hire Strand & Associates to provide the 2024 West Street Water Tower painting / rehabilitation project professional services.

Carried unanimously.

**C. Review and take possible action: Sidewalk repair orders for 1408 Duffy Street and 716 S. Twelfth Street.**

Motion by Smith, supported by Wetzel to approve the sidewalk repair orders for 1408 Duffy Street and 716 S. Twelfth Street.

Carried Unanimously

**D. Update, no action needed: WisDOT Transportation Alternatives Program (TAP) Grant for S. Church Street Shared Use Construction State Municipal Financial Agreement (SMFA).**

Maureen McBroom provided update for the status of the referenced grant. Finance Committee approved the agreement at their September 9, 2024 meeting.

No action needed.

**E. Update, no action needed: WisDOT Transportation Alternatives Program (TAP) Grant for Bike & Ped. Bath Network Plan State Municipal Financial Agreement (SMFA).**

Maureen McBroom updated the commission on this grant. No action needed.

**5. Adjournment.**

Motion by Bartz, supported by Thompson to adjourn. Motion carried unanimously.

Meeting adjourned at 5:55 PM

Respectfully submitted,

Steve Board

Public Works Commission Chair

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.



## Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477  
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Board and members of the Public Works Commission  
From: Peter Hartz – Water Systems Manager

September 18, 2024

Re: September 24, 2024, Public Works Commission agenda items

### Water Systems:

- 1.) Review and take possible action - 2024 Biosolids Dryer Project update & presentation by Mead–Hunt.

**Background:** In April of 2023, we circled back on our previous biosolids and methane gas evaluation and hired Mead-Hunt to review and study a conceptual biosolids dryer, with a grant from Wisconsin Focus On Energy.

In September of 2023, funds were allocated for the biosolids dryer project and study in the wastewater 2024 budget, project tentatively being planned for 2025.

December 19, 2023, we moved forward with our application for the U.S. Department of Energy (DOE) grant application for a combined heat and power engine to pair with the biosolids dryer project. The DOE awarded Watertown funds to pursue a solar array project to power the dryer.

Tuesday May 14, 2024, this commission approved acceptance of the solar grant funds, to pair along with the sludge dryer project with Mead – Hunt assisting Watertown in the project bidding and award as we move forward with the solar project.

On June 10, 2024, the Finance Committee approved acceptance of the solar grant match funds of up to a maximum of \$300,000 of the project cost.

Separately (and independent) from the DOE grants and solar project, we now have a complete conceptual dryer selection report ready for review and discussion. Discussion will focus on the following: a review of process flow diagrams & mass balances for each alternative, a review of the general arrangement drawings for each alternative, a review of the capital, operating, present worth, and cost of ownership analysis, our conclusions.

**Budget goal:** This aligns with investments and infrastructure planning.

**Financial Impact:** The dryer project was included in the 2025 capital improvement budget, estimated at \$10,000,000 with option to pay in cash from fund balance on hand, or by a clean water fund loan (CWFL).

**Recommendation:** Approve moving forward with Mead – Hunt to provide project engineering design, bidding, and construction related services for the dryer project.

- 2.) Review and take action - approve license agreement between City of Watertown and Verizon Wireless for equipment located on the O'Connell Water Tower (Cellular Site MDG ID: 5000097398)

**Background:** Verizon Wireless is currently operating its equipment at the above site since November 20, 1997, the prior lease final term expired on 12/01/2023. Verizon Wireless and the City's representatives have negotiated a replacement Watertown License Agreement (the "Agreement") between the two parties. Included in the Agreement are construction drawings that have been approved, the project commencement date was pending the agreement to the new lease and terms which has been in negotiations since early 2023, and the new agreement is backdated to 12/01/2023 to include the new rental rates and beginning of term.

**Budget goal:** This aligns with investments and infrastructure planning.

**Financial Impact:** This agreement sets the water utility for additional revenue for the next 20 years by providing space for rent by others outside of water rate revenue; the first-year rent (license fee) is \$36,643.96 payable in monthly installments of \$3,053.66 with increases of 3% each year for a total of four (4), five (5) year renewal terms (20 year total time frame of Initial Term).

**Recommendation:** I recommend approval of the new agreement which includes a new lease term and the new equipment upgrades. The 'draft' resolution for the Common Council included for this item will move forward to the next scheduled meeting; tentatively on October 1, 2024 if approved.

- 3.) Review and take action - Approve planned service agreement from Johnson Controls for the water and wastewater HVAC computerized control system.

**Background:** Johnson Controls has administered and maintained equipment and software support for the entire wastewater facility complex since conception in 2002 with three-year contracts for services. In 2022 we moved to annual contracts, the next contract is up for renewal starting November 1, 2024, to include payment of \$17,250.

**Budget Goal:** This aligns with investments and infrastructure planning.

**Financial Impact:** This is a support contract that was included with the proposed 2024 budget.

**Recommendation:** I recommend approval of the one-year contract as presented for \$17,250.

Thank you for your attention to these matters. Should you have any questions or need further clarification please don't hesitate to reach out to me.

Sincerely,  
*Peter Hartz*  
 Water Systems Manger

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**To** Peter Hartz | City of Watertown, Wisconsin

**From** Jon Butt, PE & Spencer Davis | Mead & Hunt

**Date** May 8, 2024

**Subject** Revised Sludge Dryer Information Summary & Biogas Utilization Evaluation  
City of Watertown, Wisconsin | Wastewater Treatment Plant  
Project No. R4666751-222127.01

**Funding** This study was partially funded by a grant from Focus on Energy

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## Executive Summary

The City of Watertown, Wisconsin (Watertown) owns and operates a municipal wastewater treatment plant (WWTP). Normal operation of the treatment process produces sludge. Primary solids and waste-activated sludge are processed on site in anaerobic digesters. Digested sludge is periodically removed and dewatered for land application.

This technical memorandum contains information on various sludge-drying technologies that can help the WWTP reduce the volume of sludge for disposal. It also summarizes the evaluation of using excess biogas from anaerobic digestion to support sludge drying. Projected energy usage and costs can be found in the main part of this technical memo and therefore were not included in the executive summary.

There are multiple sludge dryers on the market. All sludge dryers can be divided into two general types – convective or conductive. Within these types, you can separate technology based on physical attributes, as described below.

- **Drum Dryers** – This style of dryer usually consists of a round outer shell with the sludge contained within. In some applications, the outer shell rotates to help tumble the sludge. In other cases, internal paddles, blades, or augers move the sludge through the shell. Drum dryers can be either convective or conductive designs.
- **Belt Dryers** – This style of drying equipment usually consists of a rectangular rotating surface (belt). Sludge is deposited onto the surface using an extruder to form a nearly continuous ribbon of sludge. The belt is enclosed with a shell that contains hot air. The ribbon of sludge moves with the belt through the hot air. Most dryers of this type are conductive designs. A variation on this type of dryer uses dehumidified air instead of hot air. The warm moist air passes through a condenser to remove water and to recover energy. This type of dryer has minimal exhaust.

A summary table of the dryer equipment technologies and the preliminary design information received from each equipment supplier is attached to this technical memorandum. Highlights from the summary table are below.

- The belt dryers from Shincci and Centrysis had the lowest capital cost at approximately \$1.7 to \$1.8 million.
- The Bioforcetech drum dryer and Shincci belt dryer units operate at the lowest temperature, which is less than 170°F.
- The drum dryers from LCI and Komline-Sanderson had the smallest footprint at less than 200 square feet. The next closest units were the belt dryers from Centrysis and Shincci at less than 500 square feet.
- The Bioforcetech drum dryers had the largest footprint at 7,000 square feet. The next largest footprint is the Gryphon drum dryer at just over 5,500 square feet.
- A total of four Bioforcetech drum dryers would be required because of batch operation. While this requires more dryers, the increased number of units may minimize other support equipment, such as dewatered sludge storage and sludge conveyors.
- The BCR drum dryer had the lowest weight at just over 22,000 lbs (11 tons). The Bioforcetech drum dryer and Centrysis belt dryer are the heaviest units at over 43,000 lbs (21.5 tons).
- The Gryphon drum dryer was the only unit that had the sludge in direct contact with the burner exhaust.
- The Bioforcetech drum required the lowest amounts of energy (heat and/or electricity).

Biogas from anaerobic digestion can be used on site as replacement fuel for natural gas. It is estimated that it would cost \$220 per day in natural gas to operate a sludge dryer. The excess biogas could replace about 25% of the natural gas needed for sludge drying at a cost savings of approximately \$14,000 per year. A second option is to use biogas in a combined heat and power (CHP) system. The most common system involves an internal combustion engine and electric generator. The total average daily biogas flow rate of 29,000 cf per day (1,200 cf/hr) could power a 75 kW CHP unit at about 95% output. This unit would produce about 0.26 MMBTU/hr of hot water, enough to heat the digesters on average throughout the year and produce about 70 kW of electricity. Assuming 24 hours of operation, the electrical energy would be enough to meet the demands of several of the dryers. Natural gas would be needed to provide heat for sludge drying, so the CHP system would not yield any thermal savings through reducing the natural gas consumption. The electricity produced would offset the new demand from sludge drying, accounting for a cost reduction approaching \$137 per day based on an electrical utility rate charge of \$0.08/kwh.

Solar panels could be used to meet the electrical demand if biogas is used strictly for heating. The daily electricity demand ranges from around 900 kwh to 5,520 kwh depending on the dryer. A solar array with output ranging from 150 kw to nearly 1,000 kw would be necessary to satisfy the electrical demand for the dryers for a 6-hour period during daylight hours. The cost savings from the solar array would approach between \$70 to \$440 per day.

The main drivers for the plant staff to install a dryer system are the reduction of biosolids volume, reclassification of biosolids for land spreading, and potential destruction per- and polyfluoroalkyl substances (PFAS). Most of the proposed dryer systems included in this evaluation will accept the

dewatered solids (~20 to 25% total solids (TS)) from the existing centrifuges and dry them to above 90% TS, achieving a 75% reduction in total biosolids volume. Additionally, these dryer systems would have sufficient pathogen reduction to produce Class A biosolids per Wisconsin Department of Natural Resources (WDNR) rules. Overall, this system would benefit the Watertown WWTP in its ability to produce, store, and sell biosolids.

## Conclusions

The following conclusions are summarized in this technical memorandum:

- Sludge drying is a viable option for Watertown to decrease the volume of sludge for disposal. Sludge drying can also change the classification of the sludge for disposal.
- Multiple different types of sludge dryers can be integrated into the existing treatment process.
- The capital cost of adding sludge drying will be significant.
- Utilities (gas and electricity) will increase in support of sludge drying.
- Excess biogas available in the summer when digester heating needs are lower can be used to reduce some of the gas utility increase.
- Solar panels could help reduce some of the electrical utility when sunlight is available.
- Pyrolysis is a technology that is compatible with any sludge drying technology and has the potential of removing PFAS from the dried solids.

## Recommendations

Watertown should proceed with the conceptual design of two sludge drying technologies. The conceptual design would include:

- Determining how the two chosen sludge drying technologies would integrate into the existing process
- Identifying what, if any, supporting equipment would be needed, such as air scrubbing, conveying, and temporary sludge storage.
- Identifying all utility needs.
- Determining the proper sizing of the sludge dryers.
- Developing planning-level budgets for each dryer.

The conceptual design should be based on a Gryphon-style drum dryer and Centrysis-style belt dryer. The drum dryer is recommended based on a preference expressed by WWTP staff. The belt dryer is recommended because of its small footprint and overall lower initial capital cost.

Initiating conceptual design will allow the design team to work through the multiple design details necessary to properly determine how the drying equipment can integrate into the existing sludge process, along with summarizing any support equipment that is outside the scope of supply of the sludge dryer manufacturers. Developing a conceptual design will also help Watertown develop the capital planning cost estimate needed for project budgeting.

Memorandum



## 1. Project Background

Watertown owns and operates a municipal WWTP. The wastewater treatment process is extended aeration-activated sludge. Normal operation of the treatment process produces sludge. Primary solids and waste-activated sludge are processed on site in anaerobic digesters. Digested sludge is periodically removed and dewatered for land application.

Land disposal of solids is becoming more challenging. The WWTP staff is interested in investigating drying the digested sludge to reduce the volume of sludge for disposal and reduce the amount of land needed. Dried biosolids could qualify as Class A material and make land application easier, as well as allow the opportunity for other disposal options.

Additionally, biogas is produced during the anaerobic digestion of waste solids. This biogas is used on site to heat the digesters, with excess biogas being flared. Some drying technologies can use the excess biogas as fuel either directly or indirectly.

This technical memorandum supplies information on various sludge-drying technologies to help Watertown compare its options. It also identifies the amount of energy offset possible by using the excess biogas from anaerobic digestion to support sludge drying.

## 2. Sludge Drying Technologies

There are multiple sludge dryers on the market. All sludge dryers can be divided into two generic types – convective or conductive. Within these types, you can separate technology based on physical attributes, as described below.

- Drum dryers – This style of dryer usually consists of a round outer shell with the sludge contained within. In some cases, the outer shell rotates to help tumble the sludge. In other cases, internal paddles, blades, or augers move the sludge through the shell. Drum dryers can be either convective or conductive designs.
- Belt dryers – This style of drying equipment usually consists of a rectangular rotating surface (belt). Sludge is deposited onto the surface using an extruder to form a nearly continuous ribbon of sludge. The belt is enclosed with a shell that contains hot air. The ribbon of sludge moves with the belt through the hot air. Most of the dryers of this type are conductive designs. A variation on this type of dryer uses dehumidified air instead of hot air. The warm moist air passes through a condenser to remove water and to recover energy. This type of dryer has minimal exhaust.

Mead & Hunt received preliminary design information from eight different equipment suppliers. The manufacturers providing information included:

- Drum Dryers: Gryphon, Bioforcetech (drum biodryer), Komline-Sanderson (paddle dryer), BCR (screw dryer), and LCI (thin film).

- Belt Dryers: Centriysis, Huber, and Shincci (dehumidifier).
- Gryphon: The product can be classified as a convective drum dryer (direct heat source) where the outer shell of the dryer rotates.
- Komline-Sanderson, BCR, and LCI: The products can be classified as conductive drum dryers (indirect heat source) where the outer shell is fixed in place. The Komline-Sanderson unit relies on heated paddles to transfer heat to the sludge and move the sludge through the outer shell. The BCR unit relies on a heated internal screw to transfer heat to the sludge and move the sludge through the outer shell. The LCI unit uses wipers to spread a thin film of sludge onto the inner surface of the hot stationary outer shell. The wipers also assist with moving the sludge through the shell
- Bioforcetech: The unit is unique and classified as a convective drum dryer. This unit generates its own direct heat through biological activity within the sludge. The biological activity within the sludge is initiated by warming the sludge with an indirect heating source. The Bioforcetech unit operates in a batch mode requiring over 70 hours to process each batch of sludge.
- Centriysis and Huber: These belt dryers are classified as conductive dryers (indirect heat source). The Centriysis unit uses a hot water loop to provide heat for drying. The Huber unit uses hot oil. In both cases, an external unit is used to heat water or oil.
- Shincci: The dryer is classified as a conductive dryer. A more accurate description of the Shincci unit is a dehumidifier. Dry air is circulated with the sludge to extract moisture. The warm moist air passes through a condenser, where water is removed and heat is recovered. The dry air is returned to continue sludge drying. The Shincci dryer is the only unit that does not vent air from the sludge drying section. All the other dryers require venting.

A summary table of the dryer equipment technologies and the preliminary design information received from each equipment supplier is attached to this technical memorandum. Highlights from the summary table are below.

- A total of four biodryers would be required because of batch operation. While this requires more dryers, the increased number of units may minimize other support equipment such as dewatered sludge storage and sludge conveyors.
- The Shincci and Centriysis belt dryers had the lowest capital cost at around \$1.7 to \$1.8 million.
- The Bioforcetech and Shincci units operated at the lowest temperature at less than 170°F.
- The LCI and Komline-Sanderson units had the smallest footprint at less than 200 square feet. The next closest units were the Centriysis and Shincci dryers at less than 500 square feet.
- The Bioforcetech dryers had the largest footprint at 7,000 square feet. The next largest footprint is the Gryphon dryer at just over 5,500 square feet.
- The BCR dryer had the lowest weight at just over 22,000 lbs (11 Tons). The Bioforcetech and Centriysis dryers were the heaviest units at over 43,000 lbs (21.5 tons).
- The Gryphon dryer was the only unit that had the sludge in direct contact with the burner exhaust.
- The Bioforcetech required the lowest amounts of energy (heat and/or electricity).

More information on each dryer can be found in the summary table or the preliminary design information attached to this technical memorandum.

### **3. Biogas Utilization**

Biogas from anaerobic digestion can be used on site as replacement fuel for natural gas.

The dryer technologies need approximately 1.5 to 1.7 MMBTU/hr of heat to dry the sludge. There are some exceptions, but most are in this range. This translates to about 1,600 cf/hr of natural gas or 16 therms/hr. At a cost of \$0.58 per therm, the cost to run the sludge dryer would average about \$220 per day or about \$56,000 per year assuming 24 hr per day operation, 5 days per week, and 50 weeks per year. Raw biogas can be used to directly displace natural gas for sludge drying. The biogas can supply on average 0.418 MMBTU/hr of heat (hot water) assuming 80% efficiency in the boiler and a biogas flow rate of about 21,000 cf per day. This amount of energy could displace about 25% of the natural gas needed for sludge drying at a cost savings of around \$14,000 per year.

A second option is to use biogas in a combined heat and power (CHP) system. The most common system involves an internal combustion engine and electric generator. A biogas flow rate of 29,000 cf per day (1,200 cf/hr) could run a 75 kW CHP unit at about 95% output. This unit would produce about 0.26 MMBTU/hr of hot water, enough to heat the digesters on average throughout the year and produce about 70 kW of electricity. Assuming 24 hours of operation, the electrical energy would be enough to meet the demands of several of the dryers. A few, such as the Shincci and Gryphon dryers, have higher electrical usage. Natural gas would be needed to provide heat for sludge drying so there adding a CHP unit would not result in any thermal savings from reducing natural gas consumption. The electricity produced would offset the new demand from sludge drying, accounting for a cost reduction approaching \$137 per day or \$34,000 per year based on 24-hour operation, 5 days per week, 50 weeks per year, and \$0.08/kwh. The capital cost for adding a CHP system would approach \$500,000 installed not including any special gas conditioning equipment. The potential simple payback for a CHP system can be estimated by dividing the installed cost (\$500,000) by the annual electrical savings (\$34,000) to yield 14.7 years.

### **4. Additional Energy Recovery Options**

All the dryers consume electricity. Solar panels could be used to meet the electrical demand if biogas is used strictly for heating. The electricity demand ranges from around 900 kwh to 2,350 kwh. The highest demand is from the Gryphon at 5,520 kwh. A solar array with output ranging from 150 kw to nearly 1,000 kw would be necessary to satisfy the electrical demand for the dryers for a 6-hour period during the daylight hours. The cost savings from the solar array would approach between \$70 to \$440 per day.

## 5. Dryer System Preliminary Concept

The main drivers for the Watertown POTW to install a dryer system are the reduction of biosolids volume, reclassification of biosolids for land spreading, and potential destruction of PFAS. Most of the proposed dryer systems included in this evaluation will accept the dewatered solids (~20 to 25% TS) from the existing centrifuges at the Watertown WWTP and dry them to above 90% TS achieving a 75% reduction in total biosolids volume. Additionally, these dryer systems would have sufficient pathogen reduction to produce Class A biosolids per WDNR rules. Overall, this system would benefit the Watertown POTW in its ability to produce, store, and sell biosolids.

A new biosolids dryer system can be integrated into the existing Watertown WWTP biosolids system. Further preliminary engineering would be necessary for confirming the location, utilities, process connections, biosolids storage, and other design factors.

Figure 1 below shows a high-level process flow diagram (PFD) of a dryer system integrated at the Watertown WWTP. The new dryer system would receive dewatered sludge from the existing centrifuges directly or using a silo for buffering. Watertown has expressed interest in using biogas generated from the existing anaerobic digester in the proposed dryer system. The biogas is currently used in a boiler to produce heat for return to the digester. The dryer systems proposed are able to accept biogas as an energy source for drying the sludge either directly or indirectly. The convective systems, such as the Gryphon drum dryer, can direct fire the biogas to heat the sludge; the conductive systems, which use thermally heated oil or water, can use biogas in the system's boiler. Entirely electric systems such as the dehumidifier would require a combined heat and power engine to use the biogas. The biogas generated by the anaerobic digesters is not currently sufficient to heat the digesters and provide all the fuel necessary for a dryer system, therefore supplemental natural gas would be required to maintain system operation (except electric systems), especially in cold months.

There are several locations where the new dryer could be located, depending on the size of the system pursued and the suitability of the existing infrastructure, including the existing centrifuge room or the biosolids storage shed, as biosolids storage needs would be reduced.

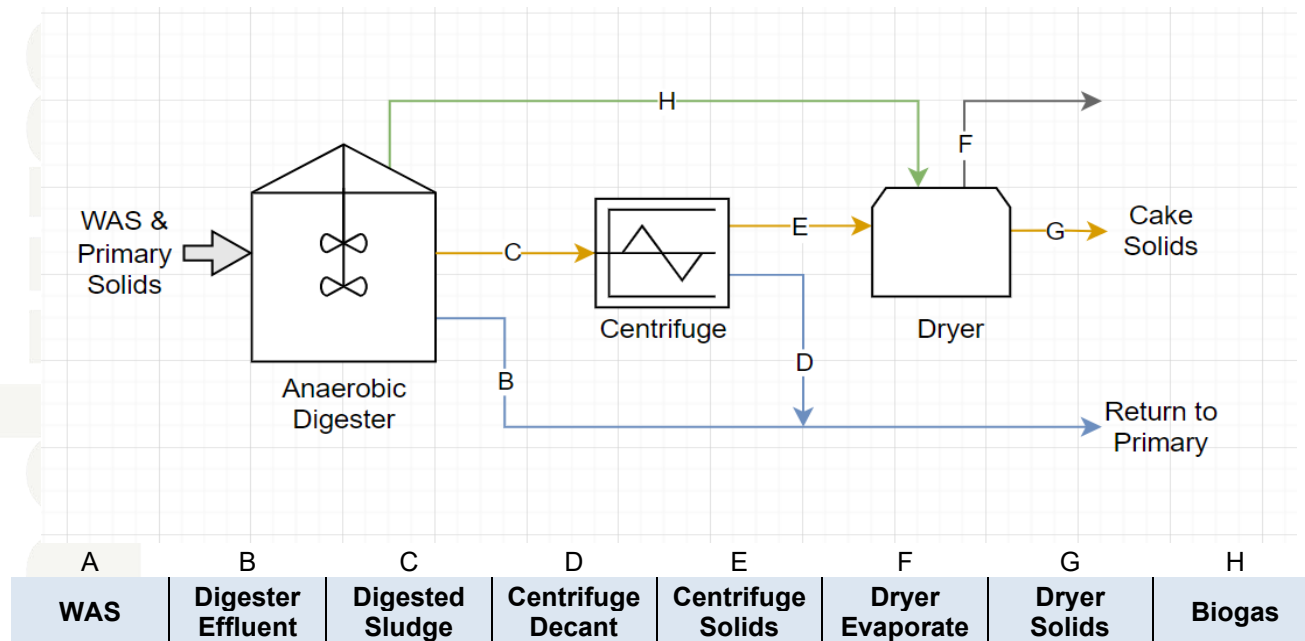


Figure 1. Sludge Dryer Process Flow

## 6. PFAS Destruction

Watertown has indicated interest in potentially removing PFAS from dewatered sludge. PFAS are an emerging contaminant of particular concern. These chemicals do not break down readily within the wastewater treatment process. These chemicals are extremely stable and resistant to many different types of treatment.

Typical convective or conductive sludge drying systems are not able to remove or destroy PFAS. Two potential processes that have shown an ability to affect PFAS concentrations in sludge are pyrolysis and super-critical water oxidation.

Pyrolysis is a process where either dewatered or dried sludge is heated to a very high temperature in a vessel devoid of oxygen. Organic matter subject to high temperature without oxygen volatilizes instead of into a syn gas, leaving behind a solid substance referred to as biochar. Biochar exhibits properties similar to activated carbon. Current testing has shown that biochar produced by pyrolysis is often free of PFAS compounds. Further testing is needed to determine if PFAS compounds are destroyed or are transferred into the syngas. Pyrolysis is a complimentary technology to sludge drying and can be added to any dryer system.

The supercritical water oxidation is a new treatment technology that was developed at Duke University. The primary goal of this technology is to eliminate any organic sludge. The core of this technology involves superheated water under high pressure (>374 °C and 3200 psi). Any organic material that is injected along with oxygen into the high-pressure superheated water oxidizes into water vapor, carbon

dioxide, and minerals. Preliminary testing indicates that any PFAS compounds introduced into supercritical water with oxygen are destroyed. This treatment process requires pumping the organic sludge so that it can be injected. The sludge concentration is limited to between 12-18% solids. This treatment process should be considered as a direct replacement for sludge drying but can be compatible with sludge dewatering. It is worth noting that there is almost nothing to dispose of from this process. Any vaporized water and carbon dioxide would be vented to the air. Only a small amount of condensed water and minerals require disposal. This process does include some energy recovery that can help offset some of the operating costs.

## 7. Conclusions and Recommendations

The information presented within this technical memorandum on the various sludge drying technologies supports the following conclusions and recommendations.

### Conclusions

- Sludge drying is a viable option for Watertown to decrease the volume of sludge for disposal. Sludge drying can also change the classification of the sludge for disposal.
- Multiple different types of sludge dryers can be integrated into the existing treatment process.
- The capital cost of adding sludge drying will be significant.
- Utilities (gas and electricity) will increase in support of sludge drying.
- Excess biogas available in the summer when digester heating needs are lower can be used to reduce some of the gas utility increase.
- Solar panels could help reduce some of the electrical utility when sunlight is available.
- Pyrolysis is a technology that is compatible with any sludge drying technology and has the potential of removing PFAS from the dried solids.

Focus on Energy offers several rebate and incentive programs that can help reduce the overall capital cost of CHP and solar systems. The size of any rebate or incentive will be dependent on the final design and equipment selected.

### Recommendations

Watertown should proceed with conceptual design of two sludge drying technologies. Conceptual design would include:

- Determining how each sludge dryer would integrate into the existing process.
- Identify what, if any, supporting equipment is needed, such as air scrubbing, conveying, and temporary sludge storage.
- Identifying all utility needs.
- Proper sizing of the sludge dryer.
- Developing planning levels budgets for each dryer.

The conceptual design could be based on a Gryphon-style drum dryer and Centrysis-style belt dryer. The drum dryer is worth considering based on a preference expressed by WWTP staff. The belt dryer is worth considering because of its small footprint and overall lower initial capital cost.

Initiating conceptual design will allow the design team to work through the multiple design details necessary to properly determine how the drying equipment can integrate into the existing sludge process, along with summarizing any support equipment that is outside the scope of supply of the sludge dryer manufacturers. Developing a conceptual design will also help Watertown develop the capital planning cost estimate needed for project budgeting.

Parameter	Conductive Dryers			Convective Belt Dryers		Convective Drum Dryers	
	Thin Film Dryer	Screw Dryer	Paddle Dryer	Belt Dryer	Dehumidifier	Drum Dryer	BioDryer
Manufacturers	LCI	BCR	Komline-Sanderson	Centrysis	Shincci	Gryphon	BioForceTech
Model	NDS2500	IC-1800	8W-850	DLT320	SHS21600FL	1060	BFT-Q-23-874
# of Units	1	1	1	1	1	1	4
Capital Cost	\$2,900,000	\$4,000,000	\$3,500,000	\$1,814,900	\$1,734,300	\$3,400,000	\$3,979,600
Heating Medium	Thermal Oil (392 °F)	Thermal Oil (212 °F)	Thermal Oil (380°F)	Hot Water (194°F)	Hot Air (167 °F)	Combustion Air	Hot Water (160 °F)
Footprint and Height	184 s.f.	1,200 s.f.	193 s.f.	378 s.f.	485 s.f.	5520 s.f.	7000 s.f.
	32'8" L x 5'7" W x 5.6' H	29'L x 7' W	26'8" L x 7'3" W x 9' H	12.3' H x 10.5' W x 36' L	48' L x 10.1' W x 9.1'H	120' L x 46' W	125' L x 56' W
Weight	18.7 ton dry, 24.5 tons wet	22,300 lbs	35,000 lbs	43,680 lbs	17.4 tons		50,700 lbs
Output % Solids	>90%	90%	>90%	70 to 90%	90%	> 70%	70 to 90%
Use with Renewable Fuels?	Yes	Yes	Yes	Yes	No	Yes	Yes
Heat Recovery	1.4 MMBTU/hr, 176 °F water	Not included	150°F to 180°F hot water return using off-gas sprayer system	In Unit	Integral heat recovery	No	In Unit
Exhaust Gas Produced	Yes	Yes	Yes	Yes	No	Yes	Yes
PFAS Elimination?	No	No	No	No	No	No	No
Utilities Usage - Fuel	1120 wet lbs/MMBTU	928 wet lbs/MMBTU	953 wet lbs/MMBTU	737 wet lbs/MMBTU		642 wet lbs/MMBTU	1369 wet lbs/MMBTU
	1.7 MMBTU/hr @ 100% Load	2.3 MMBTU/hr	1.53 MMBTU/hr (1,530 cfh NG or 2,550 cfh Biogas)	1.5 MMBTU/hr NG	None	5 MMBTU/hr	0.7 MMBTU/hr
	6,932 MMBTU/year	8,367 MMBTU/year	8,147 MMBTU/year	10,535 MMBTU/year		12,094 MMBTU/year	5,671 MMBTU/year
Utilities Usage - Electricity	35 wet lbs/kWh	59 wet lbs/kWh	15 wet lbs/kWh	20 wet lbs/kWh	6 wet lbs/kWh	8 wet lbs/kWh	57 wet lbs/kWh
	1296 kWh/day (54 kW)	869 kWh/day	Est. 131 HP, 2350 kWh daily	1344 kWh (56 kW)	5060 kWh/day, 230 kW	5520 kWh/day (480 V, 500 A)	~400 kWh/day (147000 kWh/yr)
	473,000 kWh/yr	317,000 kWh/yr	858,000 kWh/yr	491,000 kWh/yr	1,847,000 kWh/yr	2,015,000 kWh/yr	147,000 kWh/yr
Maintenance	\$10,000/yr, 3 days/year	\$16,785/yr	<20 min Daily, 3 to 4 days downtime annually	30 min daily, 1-3 weeks per year downtime maintenance	2 hours weekly, 2 years spare parts on hand	T.B.D.	200 hr/yr, \$40,000/yr parts
Nearest Location	Charlotte, NC	Jacksonville, FL	Rockford, IL	Kenosha, WI	Yuma, AZ	Western, KY	San Francisco, CA



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## AMENDED AND RESTATED WATER TOWER LICENSE AGREEMENT

This Amended and Restated Water Tower License Agreement (“**Agreement**”) is entered into as of the date of the last signature below (“**Effective Date**”), by and between the City of Watertown, Wisconsin (“**Watertown**”), acting in its capacity as a municipal utility and whose water department office is located at 800 Hoffmann Drive, Watertown, WI 53094, and Cellco Partnership, d/b/a Verizon Wireless (“**Licensee**”) with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. Watertown and Licensee are at times collectively referred to as the “**Parties**” or individually as the “**Party**.”

### RECITALS

The following recitals form a substantive part of this Agreement:

- A. Watertown owns a water tower (“**Tower**”) and real estate located at 509 O’Connell Street, Watertown, WI 53094 (“**Property**”), as more particularly described on **Exhibit A** and depicted on the site survey attached as **Exhibit B**.
- B. The Parties, and/or their predecessors in interest, entered that certain Tower/Land Lease Agreement between the Watertown Water Commission and PrimeCo Personal Communications, L.P. dated November 20, 1997, as amended by a First Amendment to Tower/Land Lease Agreement dated December 13, 2011 (“**Lease**”), which expired on December 1, 2023.
- C. The Lease authorized Licensee to place certain communications equipment and related facilities on the Tower and on certain land space near the base of the Tower (“**Existing Facilities**”).
- D. The Parties desire to amend and restate the Lease to, among other things, extend the term and permit Licensee to maintain its Existing Facilities on the Property.

### AGREEMENT

The Parties agree as follows:

#### ARTICLE 1: LICENSE GRANTED

- 1.1 As of December 1, 2023 the Lease is terminated and is replaced and superseded by this Agreement.
- 1.2 Licensee’s Existing Facilities and any additional or replacement equipment or facilities approved pursuant to the terms of this Agreement are collectively referred to as the “**Communications Facilities**.”
- 1.3 Subject to the provisions of this Agreement, Watertown hereby grants to Licensee:

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- 1.3.1 A revocable license authorizing Licensee to install, maintain, upgrade, and operate Licensee's Communications Facilities on the specific locations on the Tower ("**Tower Space**") shown on the drawings of the Existing Facilities and equipment inventory attached as **Exhibit C**.
  - 1.3.2 A revocable license authorizing Licensee to install, maintain, upgrade, and operate Licensee's Communications Facilities on an approximately 576 square-foot portion of the Property (the "**Land Space**"), as more particularly described on **Exhibit A** and depicted on the site survey attached as **Exhibit B**.
  - 1.3.3 A temporary non-exclusive "**Access Easement**" across the Property for ingress and egress to the Land Space in the location on the Property more particularly described on **Exhibit A** and depicted on the site survey attached as **Exhibit B**. The Access Easement shall automatically terminate upon the termination or expiration of this Agreement.
- 1.4 The Tower Space and Land Space are collectively referred to as the "**Premises**."

## ARTICLE 2: TERM

- 2.1 The "**Initial Term**" of this Agreement shall commence on December 1, 2023 ("**Commencement Date**") and shall terminate on the fifth anniversary of the Commencement Date.
- 2.2 Provided that Licensee is not in default under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically be extended for three additional five-year terms (each, a "**Renewal Term**") unless Licensee notifies Watertown in writing of its intention to terminate this Agreement at least 90 days prior to the expiration of the then-current Term, in which case the Agreement shall terminate at the end of the Term during which such notice is given.
- 2.3 Either Party may terminate this Agreement at the end of the fourth and final Renewal Term by giving written notice to the other Party of its intention to terminate this Agreement at least 90 days prior to the expiration of the final Renewal Term. If neither Party has given such a notice to the other Party, then upon the expiration of the fourth and final Renewal Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one year and for annual terms thereafter (each, an "**Annual Term**") until terminated by either Party by giving the other Party 60 days' written notice of its intention to terminate this Agreement at the end of the then-current Annual Term.
- 2.4 The Initial Term, each Renewal Term, and any Annual Terms are referred to collectively as the "**Term**."

## ARTICLE 3: LICENSE FEE

- 3.1 Commencing on the Commencement Date, the annual "**License Fee**" shall be **\$36,643.96** payable in equal monthly installments of **\$3,053.66** in advance on or before the fifth day of each month. License fees for any partial months shall be prorated. Each year, on the

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anniversary of the Commencement Date, the License Fee shall increase by three percent **(3.0%)** over the License Fee in effect the immediately preceding year.

- 3.2 Licensee shall pay the License Fee to Watertown at Attn: Water Utility Clerk, PO Box 477, Watertown, WI 53094 or to such other person, firm, or place as Watertown may, from time to time, designate in writing at least 30 days in advance of any License Fee payment due date by notice given in accordance with Article 17 below.
- 3.3 In the event Licensee fails to timely pay any sums due under this Agreement, Licensee shall pay to Watertown a late fee on the total payment due of three percent **(3.0%)** per month.

#### **ARTICLE 4: DISCLAIMERS**

- 4.1 Licensee acknowledges and agrees that Watertown has made no representations or warranties, express or implied, regarding the physical condition of the Property, Premises, or Access Easement; the suitability of the Property, Premises, Access Easement, or utilities for Licensee's desired purposes; or the state of title of the Property.
- 4.2 Licensee acknowledges and agrees that Licensee is experienced in land acquisition and premises development, that it has conducted or will conduct all necessary and appropriate inspections of the Property, and that Licensee accepts the Property, including the Access Easement, Premises, and all structures and utilities thereon, in ***"as-is, where-is, and with all faults"*** condition.
- 4.3 ***Watertown makes no warranties or representations regarding Licensee's exclusive use of the Property, Tower, or Access Easement; non-interference with Licensee's transmission operations; or that the Premises, Access Easement, or utilities serving the Premises are fit for Licensee's intended use, and all such warranties and representations are hereby disclaimed.***

#### **ARTICLE 5: TAXES/NO LIENS**

- 5.1 Licensee shall have the responsibility to pay any personal property taxes, assessments, or charges owed on the Property that are the result of Licensee's use of the Premises and/or the installation, maintenance, and operation of Licensee's Communications Facilities. Licensee shall be responsible for the payment of all taxes, levies, assessments, and other charges imposed upon the business conducted by Licensee at the Property.
- 5.2 If Watertown is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a **"Tax"**) from Licensee with respect to the transactions contemplated by this Agreement, then Watertown shall bill such Tax to Licensee in the manner and for the amount required by law, Licensee shall promptly pay such billed amount of Tax to Watertown, and Watertown shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Watertown shall not bill to or otherwise attempt to collect from Licensee any Tax with respect to which Licensee has provided Watertown with an exemption certificate or other reasonable basis for relieving Watertown of its responsibility to collect such tax from Licensee. Except as provided in this Article 5, Watertown shall bear the costs of all Taxes that are assessed against or are otherwise the legal

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responsibility of Watertown with respect to itself, its property, and the transactions contemplated by this Agreement. Licensee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Licensee with respect to itself, its property, and the transactions contemplated by this Agreement.

- 5.3 Licensee shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible to pay.
- 5.4 Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of work, labor, material, or supplies provided or supplied to Licensee, its contractors or their subcontractors for the installation, construction, operation, maintenance, or removal of the Communications Facilities or use of the Premises or Property. Upon 30 days' prior written notice from Watertown, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, because of, or under Licensee to be discharged by bonding or letter of credit to give Watertown security to protect Watertown's interests from the claim or lien. If Licensee elects to obtain a bond, it shall be with a company authorized to provide bonds in Wisconsin.

## ARTICLE 6: USE

- 6.1 Permitted Use. Licensee shall continuously use the Premises solely for the purpose of constructing, maintaining, repairing, and operating its Communications Facilities. All Communications Facilities shall be installed and maintained at Licensee's expense and shall be and remain the exclusive property of Licensee. Licensee shall not do or permit to be done in, to, on, or about the Property any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Premises or any improvements thereto.
- 6.2 Compliance with Laws.
  - 6.2.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all federal, state, and local orders, rules, regulations, and laws (collectively, "**Laws**"), including all environmental laws and Federal Communications Commission ("**FCC**") and Federal Aviation Administration ("**FAA**") rules, that are applicable to operations conducted upon or above the Premises and including the applicable American National Standards Institute ("**ANSI**") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard or any applicable FCC standard that supersedes this standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard. Licensee shall adhere to all Occupational Safety and Health Administration safety requirements that are applicable to Licensee's operations conducted upon or above the Property.
  - 6.2.2 Licensee shall neither do nor permit any act or omission that could cause the Premises or the use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Watertown a copy of any written notice received by Licensee from any

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governing authority regarding non-compliance with any Law pertaining to Licensee's operations conducted upon or above the Premises within 30 days of Licensee's receipt of any such notice of non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of any improvements on the Premises or for any other violation of Laws on the Premises shall be Licensee's sole responsibility.

- 6.3 Governmental Approvals. Licensee shall not install Communications Facilities on the Premises without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.
- 6.4 Utility Service. Licensee shall pay and be responsible for all utility services it uses on the Premises and all other costs and expenses in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon. All utilities serving the Premises shall be underground, separately metered, and installed only in locations approved by Watertown. No backup generators shall be allowed to operate on the Premises unless they are powered by natural gas.
- 6.5 Advertisements. Licensee shall not advertise on the Property or on any structure on the Property, except for company identification as required by FCC regulation.
- 6.6 Damage During Installation. Any damage done to the Property, Tower, or surrounding land during installation, operation, maintenance, repair, or removal of the Communications Facilities that results from the action or inaction of Licensee or its contractors or their subcontractors or the presence of the Communications Facilities shall be immediately repaired at Licensee's expense and to Watertown's reasonable satisfaction. Licensee shall pay all costs and expenses in relation to maintaining the structural integrity of the Tower in connection with Licensee's installation and operation of the Communications Facilities.
- 6.7 Maintenance. Licensee shall be responsible for maintenance and security of the Land Space, Licensee's Communications Facilities, and the bituminous surface driveway installed by Licensee's predecessor in interest under the Lease and shall keep the same in good repair and condition during the Term of this Agreement.

## **ARTICLE 7: ACCESS**

- 7.1 Licensee shall have 24/7 unsupervised access to the Communications Facilities located on the Land Space portion of the Premises. Licensee may have supervised access to the Communications Facilities inside or on the Tower by requesting access 48 hours in advance. For instances involving regular maintenance, Licensee shall request access to the Tower by calling **(920) 262-4075** between the hours of 7:00 a.m. and 2:00 p.m. If Licensee needs access to the Tower in an emergency, it shall give advance notice to Watertown as soon as reasonably possible by calling **(920) 261-6660**. Licensee shall reimburse Watertown for all costs Watertown incurs in sending its personnel to the Property and in supervising Licensee's Tower access.
- 7.2 Licensee shall be subject to all emergency operation plans adopted by Licensee applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents

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shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Watertown upon request.

## **ARTICLE 8: UPGRADE PROJECTS, MODIFICATIONS, REPAIR, & REPLACEMENT**

### **8.1 Future Modifications.**

8.1.1 Licensee shall not seek to add any additional Communications Facilities or make any other additions, alterations, or improvements to the Premises or Property ("**Modification Project**") without Watertown's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Approval of a Modification Project may be subject to an increase in the License Fee and/or the Parties' entering into either an amendment to this Agreement or a replacement Agreement.

8.1.2 Licensee shall submit all of the following to Watertown in connection with its request for approval of a Modification Project:

8.1.2.1 *Application.* A complete and executed Antenna Site Application ("**Application**") on the form attached as **Exhibit D.**

8.1.2.2 *Deposit.* The required deposit, as set forth in the Application.

8.1.2.3 *Construction Drawings.* Detailed construction plans and drawings ("**Construction Drawings**") for all proposed improvements that are part of the Modification Project for Watertown's written approval, which approval must be obtained before Licensee may commence any construction or installation work on the Property.

8.1.2.4 *Engineering Study/Structural Analysis.* If the Modification Project will impact the Tower, an engineering study and structural analysis to determine whether the proposed installation of the Modification Project will adversely affect the structural integrity of the Tower. Licensee shall be permitted to terminate this Agreement by giving 30 days' written notice under Article 17 if the Modification Project does not pass the engineering study and structural analysis.

8.1.2.5 *Updated Site Survey.* If reasonably requested by Watertown, an updated site survey that reflects any proposed changes to the Land Space and/or Access Easement in connection with the Modification Project for Watertown's written approval.

### **8.2 Additional Project Requirements.**

8.2.1 Licensee's installation of a future Modification Project shall be made at Licensee's sole expense and completed in a neat and workmanlike manner in accordance with

sound engineering practices; all applicable Laws; and in strict compliance with the approved Construction Drawings.

- 8.2.2 Within 30 days after installation of a Modification Project, Licensee shall provide to Watertown electronically formatted as-built drawings ("**As-Built Drawings**") documenting the Communications Facilities installed on the Property. The As-Built Drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Communications Facilities, and be accompanied by a complete and detailed inventory of all then-existing and newly installed Communications Facilities.
- 8.2.3 After installation of a Modification Project, Licensee shall address all punch-list items within 20 days after Licensee or its contractors receive the punch list from Watertown or Watertown's contractors. If Licensee fails to satisfactorily address all items on the punch list within the 20-day time period, Licensee shall pay to Watertown a fee of **\$100** for each day that Licensee has not completed its obligations under this Section 8.2.3.

### 8.3 Repair/Replacement Notice.

- 8.3.1 With the exception of emergencies, Licensee shall submit to Watertown advance written notice of the need for and the nature of any repair or maintenance of Licensee's existing Communications Facilities or the replacement of such facilities on a like-for-like basis, using the Antenna Site Service Notice form attached as **Exhibit E** ("**Service Notice**"). For the sake of clarity, "**like-for-like basis**" means that the existing Communications Facilities are replaced with Communications Facilities that are not greater in size (i.e., the dimensions are the same or smaller), weight, and number and that the new Communications Facilities are attached in the same manner as the then-existing Communications Facilities.
- 8.3.2 If Watertown objects to the Service Notice, Watertown shall notify Licensee in writing within two business days of its receipt of the Service Notice. Watertown's notice to Licensee shall specify in detail the objection and whether Licensee is authorized to proceed with the repair or replacement. Licensee may submit a revised Service Notice as often as necessary until approved by Watertown.
- 8.3.3 In the case of an emergency, Licensee shall provide written notice to Watertown describing the replacement or repair, as well as an explanation of the reason the repair or replacement constituted an emergency and did not require prior written notice to Watertown, with the written notice being transmitted by Licensee to Watertown within 24 hours following the emergency replacement or repair. As used in this Agreement, "**emergency**" shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or an immediate danger to the Tower, its operations, or the Licensee's Communications Facilities.

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- 8.4 Review/Inspection. As directed by Watertown, Watertown's technical consultant shall review and periodically inspect Licensee's Modification Project beginning with the pre-construction conference and continuing through installation, construction, punch list review, and verification of the post-construction As-Built Drawings. Before Licensee may energize its system (i.e., start-up), all items on the punch list must be substantially completed, as reasonably determined by Watertown.
- 8.5 Responsibility for Professional Costs. Licensee shall reimburse Watertown for all third-party professional costs, including legal and engineering fees, that Watertown reasonably incurs in connection with a Modification Project ("**Professional Costs**"). If the Professional Costs exceed the amount of any deposit made pursuant to the Application, Watertown will invoice Licensee for the additional Professional Costs incurred, which invoice shall be due and payable within 30 days of its receipt. If, upon completion of the Modification Project (including completion of any remedial work and verification of the post-construction As-Built Drawings), the Professional Costs are less than the amount of any deposit made pursuant to the Application, Watertown shall refund the unused portion of the deposit to Licensee.

## ARTICLE 9: TOWER PAINTING & MAINTENANCE

- 9.1 Relocation of Communications Facilities. Licensee shall remove its Communications Facilities from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance or repair work that Watertown, in its sole discretion, determines will require the removal of the Communications Facilities from the Tower ("**Major Maintenance Work**").
- 9.1.1 Watertown shall notify Licensee prior to the end of any calendar year during which Watertown has planned and budgeted for the Major Maintenance Work in the following year. After the contract for such work has been awarded, Watertown shall further notify Licensee when a preliminary schedule for the work has been established.
- 9.1.2 Licensee and Watertown shall cooperate to ensure that the removal of the Communications Facilities does not interfere with the Major Maintenance Work. Licensee shall cooperate with Watertown with respect to the Major Maintenance Work and will make its representatives available to attend meetings with Watertown or its contractors (and any other Tower users) related to such work.
- 9.1.3 If Licensee requires the use of a temporary pole or cell on wheels (collectively, "**Temporary Tower**"), Watertown shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Watertown and Licensee. Licensee shall cooperate with Watertown regarding the placement of the Temporary Tower on the Property. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.



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- 9.2 Communications Facilities Remain in Place. If Watertown, in its sole discretion, determines that it is reasonable to allow Licensee to keep all or any portion of the Communications Facilities in place during any maintenance or repair work, Licensee shall be responsible for all additional costs Watertown incurs due to the presence of the Communications Facilities on the tower during such work. Watertown will invoice Licensee for such additional costs, and Licensee shall pay such invoice within 30 days of its receipt. **Licensee agrees that it accepts any and all risk of damage to its Communications Facilities while the maintenance or repair work is being performed and that Watertown shall have no liability whatsoever for any such damage, regardless of the cause of such damage.**
- 9.3 Temporary Emergency Relocation. In case of an emergency that requires Watertown to remove Licensee's Communications Facilities, Watertown may do so after giving advance telephone notice to Licensee as soon as practical by calling (800) 852-2671. In the event the use of the Communications Facilities is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Watertown. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

#### ARTICLE 10: LIMITATION OF LIABILITY

- 10.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Watertown shall exercise reasonable caution to avoid damaging Licensee's Communications Facilities and, if it is aware of or made aware of such damage, Watertown shall promptly report to Licensee the occurrence of any such damage caused by Watertown.
- 10.2 No provision of this Agreement is intended, nor shall it be construed, to be a waiver for any purpose of any provision of Wis. Stat. §§ 893.80, 345.05, or any other notice requirements, governmental immunities, or damages limitations that may apply to Watertown, its employees, officials, or agents.

#### ARTICLE 11: INDEMNIFICATION

- 11.1 Indemnification. Licensee shall defend, indemnify, and hold harmless Watertown and its officers, officials, employees, and agents ("**Indemnified Parties**") against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Watertown under any workers' compensation laws or under any plan for employee disability and death benefits), remediation costs, and expenses (including reasonable attorney's fees and all other costs and expenses of litigation) (each a "**Covered Claim**") that may be asserted by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with this Agreement or with the construction, maintenance, repair, presence, removal, or operation of the Communications Facilities by Licensee or anyone under the direction or control or acting on behalf of or at the invitation of Licensee (including subcontractors) except to the

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extent Watertown's negligence or willful misconduct solely gives rise to such Covered Claim.

11.2 Procedure for Indemnification. The following procedures shall apply to Licensee's indemnification obligations under both Articles 11 and 12:

11.2.1 Watertown shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Watertown, Watertown shall notify Licensee no later than 15 days after Watertown receives written notice of the action, suit, or proceeding.

11.2.2 Watertown's failure to give the required notice shall not relieve Licensee of its obligation to indemnify Watertown unless, and only to the extent, that Licensee is materially prejudiced by such failure.

11.2.3 Licensee shall have the right at any time, by notice to Watertown, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Watertown. Watertown agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Watertown shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by Watertown with respect to the claim.

11.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event shall Watertown admit any liability with respect to, or settle, compromise, or discharge any third-party claim without Licensee's prior written consent.

11.2.5 Licensee shall take prompt action to defend and indemnify the Indemnified Parties against Covered Claims, actual or threatened, but in no event later than notice by Watertown to Licensee of the service of a notice, summons, complaint, petition, or other service of a process against an Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to the Agreement; the work to be performed under this Agreement; or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Licensee or anyone under its direction or control. Licensee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.

11.3 Costs. Licensee acknowledges and agrees that Licensee is responsible for reimbursing the Indemnified Parties for any and all costs and expenses (including attorneys' fees) reasonably and actually incurred in the enforcement of Articles 11 and 12.

## **ARTICLE 12: ENVIRONMENTAL**

12.1 Licensee represents and warrants that its use of the Property will not generate any Hazardous Substances (defined below), that it will not store or dispose of on the Property or transport to

or over the Property any Hazardous Substances, and that its Communications Facilities do not constitute or contain and will not generate any Hazardous Substances in violation of any Laws now or hereafter in effect, including any amendments. "**Hazardous Substance**" shall be interpreted broadly to mean any substance, material, chemical, or waste that now or hereafter is classified or considered to be hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.

- 12.2 Licensee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which are caused by the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises or Property by Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises or the Property and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Watertown's willful misconduct gives rise to such claim. Licensee shall otherwise not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the Lease, or that otherwise does not result of the activities of Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee.

## ARTICLE 13: INSURANCE

- 13.1 Coverage. At all times during the Term of this Agreement and for as long as the any Communications Facilities remain on the Property, Licensee will carry, at its own cost and expense, the following insurance:
- 13.1.1 *Workers' Compensation and Employers' Liability Insurance*. Statutory workers' compensation benefits and employers' liability insurance policy with a limit of **\$1,000,000** each accident/disease. This policy shall include a waiver of subrogation in favor of Watertown.
- 13.1.2 *Commercial General Liability Insurance*. Commercial general liability policy with a limit of **\$9,000,000** per occurrence for bodily injury and property damage and **\$12,000,000** general aggregate including, without limitation, premises, operations, products and completed operations, personal and advertising injury, contractual liability coverage, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities (commonly known as XCU coverage).
- 13.1.3 *Commercial Automobile Liability Insurance*. Commercial automobile liability policy in the amount of **\$11,000,000** combined single limit each accident for bodily injury or property damage covering all owned, hired, and non-owned autos and vehicles.

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- 13.1.4 *Property Insurance.* Property insurance on Licensee's facilities, buildings, and other improvements, including equipment, fixtures, fencing, or support systems that may be placed on, within, or around the Property to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance. This policy shall include a waiver of subrogation in favor of Watertown.
- 13.2 Additional Requirements. With respect to the policies of insurance Licensee is required to carry pursuant to Section 13.1:
- 13.2.1 Such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Watertown to itself or its officials, officials, employees, or agents.
- 13.2.2 Watertown and its board members, departments, commissioners, officers, officials, and employees ("**City Parties**") shall be included as additional insureds as their interest may appear under this Agreement under all of the policies except for workers' compensation and employers' liability, which additional insured status shall be indicated on the certificate of insurance or in a blanket additional insured endorsement.
- 13.2.3 No policies of insurance required under this Article 13 shall contain provisions that exclude coverage of liability arising from excavating, collapse, or underground work or coverage for injuries to Watertown's employees or agents.
- 13.2.4 All policies (other than workers' compensation) shall be written on an occurrence and not a claims-made basis.
- 13.2.5 The insurer must be authorized to do business in the State of Wisconsin and have an A- or better rating in Best's Guide.
- 13.2.6 Upon execution of this Agreement and upon expiration or renewal of any liability policies required by this Agreement, Licensee shall submit to Watertown certificates of insurance evidencing the coverage required by this Agreement.
- 13.2.7 Licensee shall be fully responsible for any deductible amounts or for any deficiencies in the amounts of insurance maintained. Licensee shall defend, indemnify, and hold Watertown harmless from and against the payment of any deductible or any premium for Licensee's insurance policies.
- 13.3 Contractors' Insurance. Licensee shall ensure that all contractors and their subcontractors performing any work on the Property related to this Agreement obtain and maintain substantially the same coverage as required of Licensee with limits commensurate with the work or services to be provided. Prior to any such contractor or subcontractor performing any work on the Property, Licensee shall furnish Watertown with a certificate of insurance evidencing the required coverage.

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- 13.4 Waiver of Claims and Subrogation. Licensee hereby waives any and all rights of recovery, claim, action, or cause of action against Watertown for any loss or damage that may occur to the Communications Facilities, the Premises, or any improvements thereto, or any personal property located on the Premises, arising from any cause that (i) would be insured against under the terms of the property insurance Licensee is required to carry under this Article 13 or (b) is insured against under the terms of any property insurance actually carried by Tenant, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including the negligence of Watertown or its agents, officers, employees, or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Licensee or Watertown.
- 13.5 Accident or Incident Reports. Licensee shall promptly furnish Watertown with copies of any accident or incident report(s) sent to Licensee's (or its contractor's or subcontractor's) insurance carriers concerning accidents or incidents on the Property or in connection with or as a result of performance of work under this Agreement.
- 13.6 No Limitation. Nothing contained in this Article 13 shall be construed as limiting the extent of either Party's responsibility for payment of damages resulting from that Party's activities under this Agreement or limiting, diminishing, or waiving Licensee's indemnification obligations under this Agreement.

#### ARTICLE 14: INTERFERENCE

- 14.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and the Tower at its sole risk. Licensee's installation, operation, maintenance, and use of the Communications Facilities shall not damage or adversely interfere in any way with Watertown's communications equipment or its water utility operations, including the Tower and its related repair and maintenance activities.
- 14.2 Licensee agrees to install only equipment of the type and frequency that will not cause harmful interference measurable in accordance with then-existing industry standards to any equipment of Watertown (whenever installed) or the equipment of preexisting radio frequency users on the Property ("**Pre-Existing User**"), as long as those Pre-Existing Users operate and continue to operate within their respective frequencies and in accordance with all applicable Laws.
- 14.3 In the event any equipment installed by Licensee causes interference to Watertown's or a Pre-Existing User's equipment on the Property, and after Watertown has notified Licensee in writing of such interference, Licensee will immediately take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.
- 14.4 Watertown agrees that each of its future agreements with other tenants, lessees, or licensees who currently or in the future have use of the Tower or the Property ("**Other Users**") shall

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contain a provision substantially the same as Section 14.2 above and that Watertown shall enforce such provisions in a nondiscriminatory manner with respect to all of the Other Users. Watertown further agrees that Watertown and its employees, contractors, and agents shall use reasonable efforts, consistent with Section 14.1 above, not to cause interference with the operation of the Communications Facilities.

- 14.5 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article 14 and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 14.6 In addition to all other remedies available to Licensee, in the event the equipment or activities of then-existing Other Users or Watertown are causing interference to the Communications Facilities and such interference is not eliminated within seven calendar days after written notice to Watertown from Licensee, then Licensee shall have the right to terminate this Agreement.
- 14.7 For the purposes of this Agreement, “**interference**” may include, but is not limited to, any use of the Property that cause electronic interference with or physical obstruction to, or degradation of, the communications signals from the facilities of any permitted users of the Property.

#### **ARTICLE 15: REMOVAL/BOND**

- 15.1 Removal and Restoration. Upon termination or expiration of this Agreement, Licensee shall have 90 days to remove the Communications Facilities from the Premises (except underground utilities, which Licensee shall disconnect, and foundations, which shall be removed to a depth of four feet below grade) and shall restore the Tower and the Property to the condition they were in before Licensee's Communications Facilities were installed, ordinary wear and tear and loss by casualty or other causes beyond Licensee's control excepted, all at Licensee's sole cost and expense. Before removing any part of the Communications Facilities from the Tower upon termination or expiration of this Agreement, Licensee agrees on behalf of itself and its successors and assigns to provide Watertown with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Watertown.
- 15.2 Bond. On or before the Effective Date, Licensee shall provide to Watertown a bond with an entity and in a form satisfactory to the City Attorney for Watertown. The initial amount of the bond shall be **\$35,000**, it shall be renewed annually at an amount that is **3%** greater than the amount in the preceding year, and it shall be kept in full force so long as the Communications Facilities are on the Premises. The purpose of the bond is to ensure the removal of the Communications Facilities and the restoration of the Property at the termination or expiration of this Agreement.
- 15.3 Removal and Restoration by Watertown. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Watertown shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee shall reimburse Watertown for Watertown's actual costs of such removal and

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restoration within 60 days of receiving an invoice therefor. If Licensee fails to reimburse Watertown within such 60-day period, then Watertown may go against the bond referenced in Section 15.2 above.

- 15.4 Holdover. In the event Watertown does not exercise its right of removal under Section 15.3 above and Licensee fails to completely remove the Communications Facilities from the Premises or fails to restore the Tower and Property as required, Licensee shall continue to pay to Watertown an amount equal to 150% of the License Fee in effect during the last month of the Term, prorated for each and every day of every month during which any part of the Communications Facilities remains on the Property or the restoration of the Tower and the Property remains unfinished. Whether or not any or all of the Communications Facilities are in use or functioning shall not be considered a factor when determining Licensee's payment obligations under this Section 15.4.

## ARTICLE 16: ASSIGNMENT & SUBLICENSING

- 16.1 Licensee may not sublicense any part of the Premises.
- 16.2 Licensee may assign its interest in this Agreement to an Affiliate without Watertown's consent. All other assignments or transfers shall require Watertown's prior written consent. No assignment or transfer shall be valid until (i) Licensee gives Watertown written notice of the assignment or transfer (which notice shall contain the legal name and contact information for the assignee or transferee) and (ii) the assignee or transferee has agreed in writing to assume all of Licensee's obligations under this Agreement and a copy of such agreement has been provided to Watertown. Any assignment or transfer in violation of this Section 16.2 shall constitute a material default under this Agreement. For the purposes of this Article 16, an "**Affiliate**" is an entity controlled by, controlling, or under common control with Licensee ("**control**" being defined as the ownership, directly or indirectly, of at least 51% of the voting interest in an entity).
- 16.3 Notwithstanding any assignment by Licensee, Licensee will continue to be liable for all obligations of Licensee under this Agreement until released in writing by Watertown, unless the assignment is to an Affiliate. The consent by Watertown to any assignment will not relieve Licensee or any successor of Licensee from the obligation to obtain Watertown's written consent to any other assignment.

## ARTICLE 17: NOTICES

- 17.1 All notices and demands hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or sent overnight by nationally recognized commercial courier, addressed as follows:

If to Watertown:	City of Watertown Attn: City Clerk 106 Jones Street P.O. Box 477 Watertown, WI 53094
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With a copy to: Watertown Water Department  
Attn: General Manager  
800 Hoffmann Drive  
P.O. Box 477  
Watertown, WI 53094

If to Licensee: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

Additionally, Watertown shall provide courtesy copies of all notices to Licensee at [ilwipropertymanagement@verizon.com](mailto:ilwipropertymanagement@verizon.com) and Licensee shall provide courtesy copies of all notices to Watertown at [wttwater@watertownwi.gov](mailto:wttwater@watertownwi.gov). Courtesy copies of notices are for informational purposes only, and a failure to give courtesy copies of a notice will not be considered a failure to give notice under this Agreement.

Either Party may change its notice address or courtesy copy email address for purposes of this Agreement by giving to the other Party written notice of the address change using one of the methods set out in this Section 17.1.

- 17.2 Notice shall be effective upon actual receipt or refusal of delivery, as evidenced on the receipt obtained from the carrier.

## **ARTICLE 18: DEFAULT & REMEDIES**

- 18.1 Default by Licensee. The following will be deemed a default by Licensee and a breach of this Agreement:

18.1.1 Licensee's failure to pay the License Fee or any other sums owed to Watertown if such amount remains unpaid for more than 15 days after receipt of written notice from Watertown of such failure to pay or

18.1.2 Licensee's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Watertown specifying the failure.

- 18.2 No failure by Licensee under Section 18.1.2, however, will be deemed to exist if Licensee has commenced to cure such default within such 30-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Licensee's reasonable control.



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- 18.3 In the event of any uncured default by Licensee, in addition to all other rights and remedies available to Watertown at law, in equity, or under this Agreement, Watertown shall have the right to serve a written notice upon Licensee that Watertown elects to terminate this Agreement upon a specified date not less than 10 days but no more than 30 days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term granted. In the event this Agreement is so terminated, Licensee shall promptly pay to Watertown a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee accrued through the date of termination.
- 18.4 Default by Watertown. The following will be deemed a default by Watertown and a breach of this Agreement:
- 18.4.1 Watertown's failure to provide access to the Premises within 48 hours of a request for access under Article 7.
- 18.4.2 Watertown's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Licensee specifying the failure.
- 18.5 No failure of Watertown under Section 18.4.2, however, will be deemed to exist if Watertown has commenced to cure the default within such 30-day period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Watertown's reasonable control.
- 18.6 In the event of an uncured default by Watertown under Section 18.4.2, Licensee will have all rights and remedies available to it at law, in equity, or under this Agreement. However, Licensee's sole remedy for Watertown's failure to timely provide access under Section 18.4.1 shall be the right to seek specific performance.

## **ARTICLE 19: CASUALTY & DECOMMISSIONING**

- 19.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Licensee, its employees, contractors, or agents, so as to render it substantially unusable for Licensee's intended use, in Licensee's reasonable discretion, the License Fee shall abate until Watertown, at Watertown's expense and option, restores the Tower to its condition prior to such damage. If Watertown elects not to restore the Tower, it shall give Licensee written notice of such election and this Agreement shall immediately terminate.
- 19.2 If Licensee is unable to install a Temporary Tower or its functional equivalent in a mutually agreed-upon location for Licensee's use during the Tower repairs or Watertown does not begin repairs within 60 days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Watertown written notice thereof, as long as Licensee has not resumed operations upon the Property.
- 19.3 Watertown, in its absolute discretion, may decommission and dismantle the Tower at any time. Watertown shall give Licensee no less than 180 days' prior written notice of the date by which Licensee's Communications Facilities must be removed from the Property in

accordance with Article 15. This Agreement will terminate at the end of the 180-day notice period (or at a different time, if both Parties agree to such termination date in writing).

## ARTICLE 20: ADDITIONAL PROVISIONS

- 20.1 Municipal Authority. Nothing contained in this Agreement shall be construed to waive any obligation or requirement of Licensee to obtain all necessary approvals, licenses, and permits (if any) from the City of Watertown in accordance with its ordinances and usual practices and procedures, nor limit or affect in any way the right or authority of the City of Watertown to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements as a condition of any such approval, license, or permit.
- 20.2 Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for the use which Licensee was then making of the Premises, this Agreement shall terminate on the date title vests in the condemning authority.
- 20.3 Work Performed by Watertown. Any work performed or service provided by Watertown, the cost of which is Licensee's responsibility under this Agreement, shall be charged out at Watertown's annually adopted fully loaded labor rate ("**Labor Rate**") and transportation rate ("**Transportation Rate**"), which rates shall include a charge for administrative and general costs. Watertown will invoice Licensee for such costs, which invoice shall be due and payable within 30 days of its receipt. Upon Licensee's request, Watertown will provide Licensee with documentation of Watertown's Labor Rate and Transportation Rate for the then-current year.
- 20.4 Recording; Further Assurances. Contemporaneous with the execution of this Agreement, Watertown and Licensee agree to execute a memorandum of this Agreement substantially in the form attached as **Exhibit F**, which Licensee shall record with the appropriate recording officer, at Licensee's sole expense, within 30 days of the Effective Date. Licensee shall promptly provide a copy of the recorded document to Watertown. Watertown and Licensee agree, as part of the basis of their bargain for this Agreement, to cooperate fully in executing any and all documents necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 20.5 Binding Upon Execution. The Parties agree that this Agreement is not binding on either Party until fully executed.
- 20.6 Subordination. Licensee agrees that this Agreement will be subject and subordinate to any mortgage or deed of trust now or hereafter placed upon the Property and to all modifications, renewals, replacements, or extensions thereto, and to all present and future advances made with respect to such mortgages or deeds of trust. In addition, Licensee agrees to attorn to the mortgagee, trustee, or beneficiary, or purchaser under any such mortgage or deed of trust provided, however, as a condition precedent to Licensee being required to subordinate its interest in this Agreement to any future mortgage covering the Tower, Watertown shall use

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- commercially reasonable efforts to obtain for Licensee's benefit a non-disturbance and attornment agreement from the lender. Licensee will promptly execute and deliver to Watertown any certificate that Watertown may reasonably request to confirm this subordination.
- 20.7 Survival. The provisions of the Agreement relating to indemnification and removal of Licensee's Communications Facilities shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 20.8 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 20.9 Interpretation. This Agreement is the result of negotiation by the Parties and each Party had the opportunity to consult legal counsel with respect to this Agreement prior to execution. Nothing in this Agreement or any amendment or exhibit to it shall be construed more strictly for or against either Party because that Party or its attorney drafted this Agreement or any portion of it.
- 20.10 Entire Agreement. This Agreement, including its recitals and exhibits, contains all agreements, promises, and understandings between Watertown and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or understandings shall be binding upon either Watertown or Licensee in any dispute, controversy, or proceeding at law.
- 20.11 Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 20.12 Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 20.13 Headings. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 20.14 Time of the Essence. Time is of the essence with respect to all of Licensee's obligations under this Agreement.
- 20.15 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not

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waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

- 20.16 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no assignment by Licensee shall vest any right in the assignee unless all of the requirements set forth in Section 16.2 have been satisfied.
- 20.17 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

The Parties have formed this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

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**CITY OF WATERTOWN, WISCONSIN  
ACTING IN ITS CAPACITY AS A MUNICIPAL UTILITY**

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

Name: Emily McFarland

Title: Mayor

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

Attest:

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

Name: Megan Dunneisen

Title: City Clerk

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

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

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**LICENSEE:  
CELLCO PARTNERSHIP  
D/B/A VERIZON WIRELESS**

By: 

DocuSigned by:

Bryce Walker

56DC76649AD9413

Print Name: Bryce walker

Title: Sr. Director of Network Engineering

Date: Sep 17, 2024

**EXHIBIT A****LEGAL DESCRIPTIONS OF PROPERTY, LAND SPACE, AND ACCESS EASEMENT****Property**

THE EAST 72 FEET OF LOT 1, THE WEST 10 FEET OF LOT 8, THE EAST 72 FEET OF THE NORTH 25 FEET OF LOT 2 AND THE WEST 10 FEET OF THE NORTH 25 FEET OF LOT 7, ALL IN BLOCK 17 OF THE ORIGINAL PLAT – WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

**Land Space**

Being a part of Lot One (1), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 576 square feet (0.013 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet to the point of beginning; thence S86°-32'-06"E 20.38 feet; thence S03°-27'-54"W 8.68 feet; thence S86°-32'-06"E 6.10 feet; thence S03°-27'-54"W 6.10 feet; thence N86°-32'-06"W 3.52 feet; thence S54°-33'-27"W 10.02 feet; thence S03°-27'-54"W 7.79 feet; thence N86°-32'-06"W 15.16 feet; thence N03°-27'-54"E 28.87 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

**Access Easement**

Being a part of Lot One (1) and Lot Eight (8), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 616 square feet (0.014 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet; thence S86°-32'-06"E 3.53 feet to the point of beginning; thence N03°-27'-54"E 2.56 feet; thence S86°-18'-02"E 10.20 feet to the beginning of a curve to the left; thence northeasterly 11.78 feet along the arc of said curve to the left having a radius of 7.50 feet and a chord which bears N48°-42'-14"E 10.60 feet; thence N03°-41'-58"E 21.78 feet to a point on the south line of O'Connell Street; thence S86°-24'-40"E 15.00 feet along said south line of O'Connell Street; thence S03°-41'-58"W 21.81 feet to the beginning of a curve to the right; thence southwesterly 21.98 feet along the arc of said curve to the right having a radius of 22.50 feet and a chord which bears S31°-41'-12"W 21.11 feet; thence N86°-32'-06"W 5.89 feet; thence N03°-27'-54"E 8.68 feet; thence N86°-32'-06"W 16.85 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

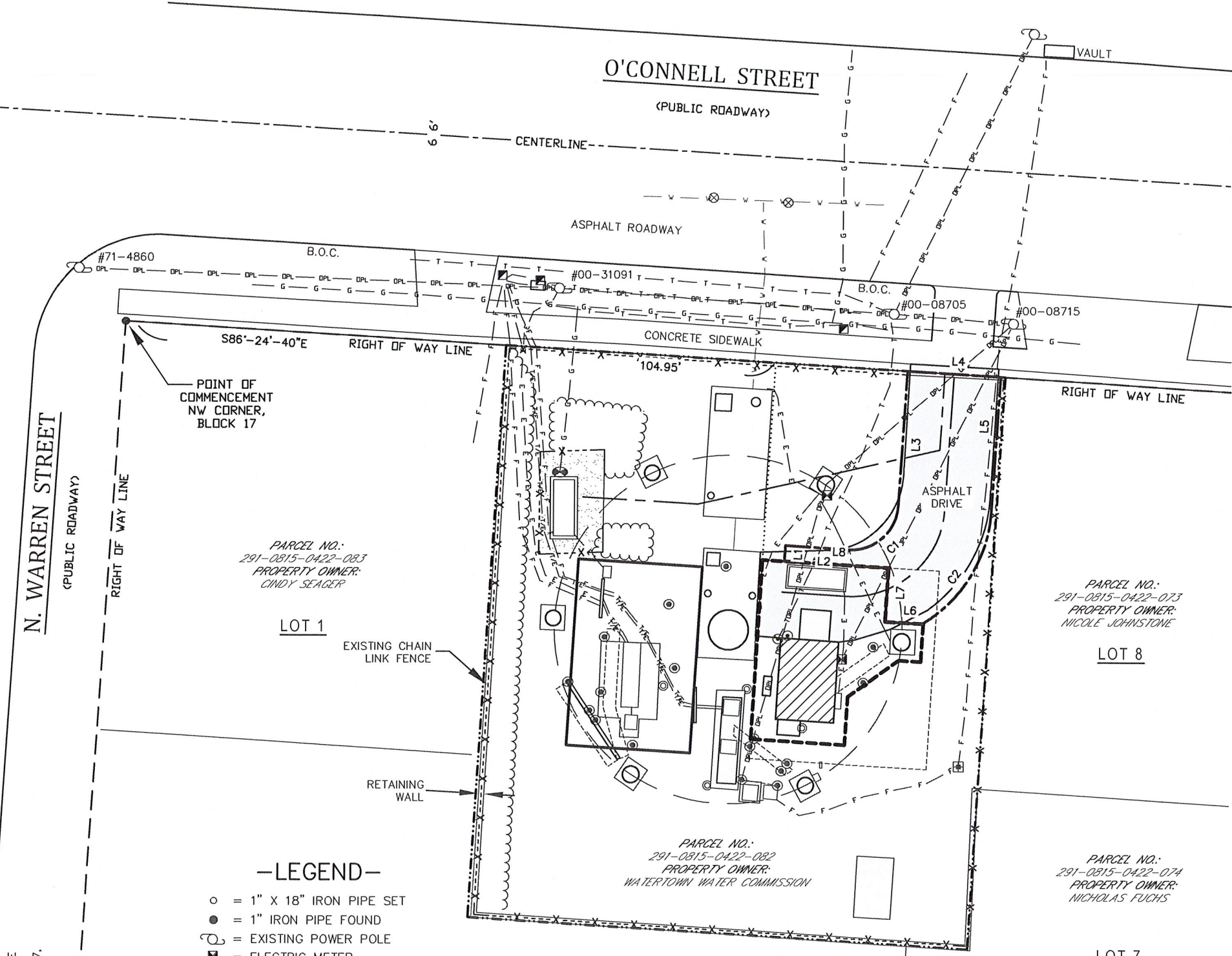
**EXHIBIT B**  
**SITE SURVEY**



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83/2011) - SOUTH ZONE AND THE NORTH LINE OF BLOCK 17, ORIGINAL PLAT OF THE CITY OF WATERTOWN, WHICH BEARS: S86°-24'-40"E

N. WARREN STREET  
(PUBLIC ROADWAY)

O'CONNELL STREET  
(PUBLIC ROADWAY)



-LEGEND-

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊕ = EXISTING POWER POLE
- ⊞ = ELECTRIC METER
- ⊞ = FIBER OPTIC VAULT
- ⊞ = TELEPHONE PEDESTAL
- ⊞ = GAS METER
- ⊞ = WATER VALVE
- ⊞ = GROUNDING PORT
- ⊞ = CONDUIT
- ⊞ = METAL POST
- DPL — DPL — = OVERHEAD ELECTRIC
- T/E — T/E — = BURIED ELEC. & TELE.
- T — T — = BURIED TELEPHONE
- E — E — = BURIED ELECTRIC
- G — G — = BURIED GAS LINE
- W — W — = WATER MAIN
- — — — = PROPERTY LINE
- = EXISTING CEDAR TREE

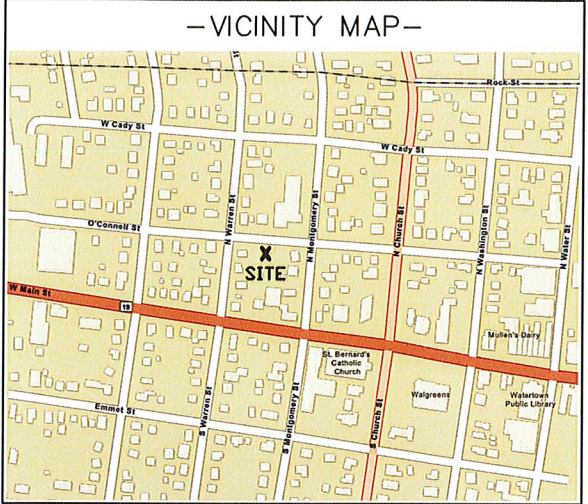
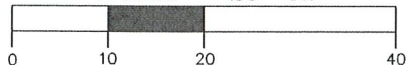
CALL DIGGERS HOTLINE TOLL FREE 1-800-242-8511

OPERATES 24 HOURS A DAY 365 DAYS A YEAR



CALL BEFORE YOU DIG  
48 HOURS BEFORE YOU DIG

GRAPHIC SCALE  
1 inch = 20 ft.



EXISTING WATER TOWER

LATITUDE: 43°-11'-44.71"  
LONGITUDE: 88°-43'-49.56"  
(Per North American Datum of 83/2011)  
Ground Elevation: 862.9'  
(Per North American Vertical Datum of 1988)

SURVEY NOTES:

- THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.
- DIGGERS HOTLINE TICKET NO. 20240305284.
- PRIVATE UTILITIES MARKED ON 1-29-2024.
- THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55055C0078F, DATED FEBRUARY 4 2015, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".
- THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN UNSHADED FLOOD ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR JEFFERSON COUNTY, WISCONSIN, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 55055C0078F, DATED FEBRUARY 4, 2015.
- WETLAND NOTE:  
-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.



SURVEYOR'S CERTIFICATE  
I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.  
Dated this 30th day of APRIL, 2024.  
*Craig A. Keach*  
WISCONSIN PROFESSIONAL LAND SURVEYOR  
Craig A. Keach, S-2333

SURVEYED FOR:

**Edge**  
Consulting Engineers, Inc.  
624 Water Street  
Prairie du Sac, WI 53578  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsult.com

SURVEYED FOR:

**verizon**  
1515 WOODFIELD ROAD  
SUITE 1400  
SCHAUMBURG, IL 60173

**MERIDIAN**  
SURVEYING, LLC  
N9637 Friendship Drive Office: 920-993-0881  
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
O'CONNELL ST. WT

SITE NUMBER:  
14-3405

SITE ADDRESS:  
509 O'CONNELL STREET  
WATERTOWN, WI 53094

PROPERTY OWNER:  
WATERTOWN WATER COMMISSION  
PO BOX 477  
WATERTOWN, WI 53094

PARCEL NO.: 291-0815-0422-082

ZONED: X

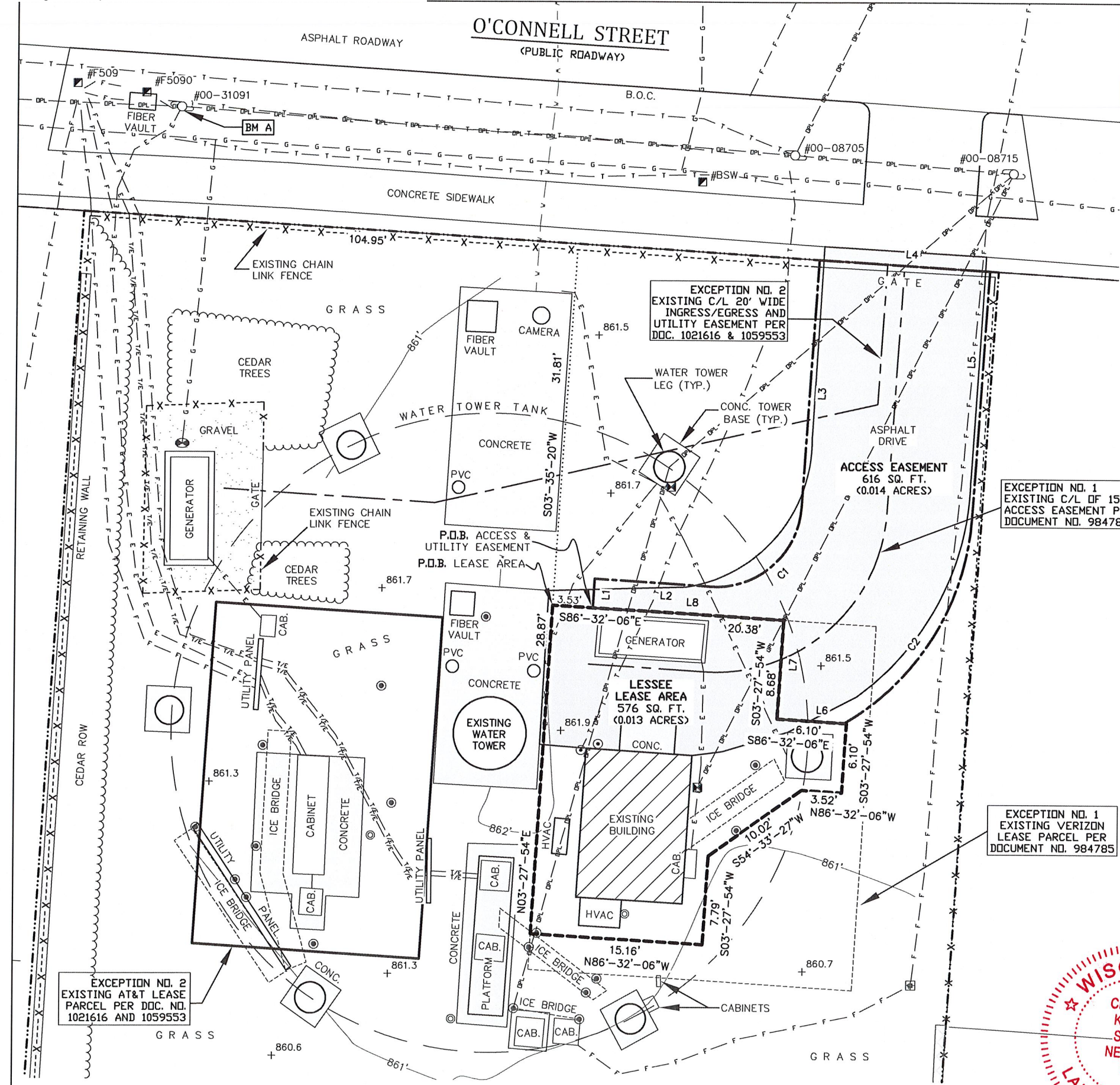
DEED REFERENCE: DOC. NO. 931582

**LEASE EXHIBIT**  
FOR  
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS  
BEING A PART OF THE NW1/4 OF THE NW1/4, SECTION 4, T.8N., R.15E., CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	4-30-24	Revised Easement Text	JD
3	4-8-24	Added Lease and Easement	JD
2	2-23-24	Added Title Report	KR
1	1-30-24	Preliminary Survey	JD

DRAWN BY: J.D.	FIELD WORK DATE: 1-29-24
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 15135	SHEET 1 OF 3





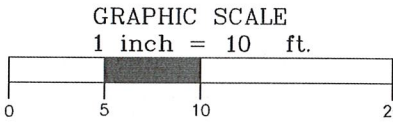
CURVE TABLE					
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	7.50'	11.78	089°-58'-58"	N48°-42'-14"E	10.60'
C2	22.50'	21.98	055°-57'-36"	S31°-41'-12"W	21.11'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°-27'-54"E	2.56'
L2	S86°-18'-02"E	10.20'
L3	N03°-41'-58"E	21.78'
L4	S86°-24'-40"E	15.00'
L5	S03°-41'-58"W	21.81'
L6	N86°-32'-06"W	5.89'
L7	N03°-27'-54"E	8.68'
L8	N86°-32'-06"W	16.85'

—LEGEND—

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊕ = EXISTING POWER POLE
- ⊞ = ELECTRIC METER
- ⊞ = FIBER OPTIC VAULT
- ⊞ = TELEPHONE PEDESTAL
- ⊞ = GAS METER
- ⊞ = WATER VALVE
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- = EXISTING CEDAR TREE

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83/2011) — SOUTH ZONE AND THE NORTH LINE OF BLOCK 17, ORIGINAL PLAT OF THE CITY OF WATERTOWN, WHICH BEARS: S86°-24'-40"E



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I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 30th day of APRIL, 2024.

Craig A. Keach  
WISCONSIN PROFESSIONAL LAND SURVEYOR  
Craig A. Keach, S-2333

SURVEYED FOR:

**Edge**  
Consulting Engineers, Inc.  
624 Water Street  
Prairie du Sac, WI 53578  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsult.com

SURVEYED FOR:

**verizon**  
1515 WOODFIELD ROAD  
SUITE 1400  
SCHAUMBURG, IL 60173

**MERIDIAN**  
SURVEYING, LLC  
N9637 Friendship Drive Office: 920-993-0881  
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
O'CONNELL ST. WT

SITE NUMBER:  
14-3405

SITE ADDRESS:  
509 O'CONNELL STREET  
WATERTOWN, WI 53094

PROPERTY OWNER:  
WATERTOWN WATER COMMISSION  
PO BOX 477  
WATERTOWN, WI 53094

PARCEL NO.: 291-0815-0422-082

ZONED: X

DEED REFERENCE: DOC. NO. 931582

**LEASE EXHIBIT**  
FOR  
VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP d/b/a VERIZON WIRELESS  
BEING A PART OF THE NW1/4 OF THE  
NW1/4, SECTION 4, T.8N., R.15E.,  
CITY OF WATERTOWN,  
JEFFERSON COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	4-30-24	Revised Easement Text	JD
3	4-8-24	Added Lease and Easement	JD
2	2-23-24	Added Title Report	KR
1	1-30-24	Preliminary Survey	JD

DRAWN BY: J.D.	FIELD WORK DATE: 1-29-24
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 15135	SHEET 2 OF 3

BENCHMARK INFORMATION  
SITE BENCHMARK: (BM A)  
SET RAILROAD SPIKE IN EAST FACE OF POWER  
POLE #00-31091; ±1' ABOVE GROUND LEVEL  
ELEVATION: 860.33'



LESSEE LEASE AREA

Being a part of Lot One (1), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 576 square feet (0.013 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet to the point of beginning; thence S86°-32'-06"E 20.38 feet; thence S03°-27'-54"W 8.68 feet; thence S86°-32'-06"E 6.10 feet; thence S03°-27'-54"W 6.10 feet; thence N86°-32'-06"W 3.52 feet; thence S54°-33'-27"W 10.02 feet; thence S03°-27'-54"W 7.79 feet; thence N86°-32'-06"W 15.16 feet; thence N03°-27'-54"E 28.87 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

ACCESS EASEMENT

Being a part of Lot One (1) and Lot Eight (8), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 616 square feet (0.014 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet; thence S86°-32'-06"E 3.53 feet to the point of beginning; thence N03°-27'-54"E 2.56 feet; thence S86°-18'-02"E 10.20 feet to the beginning of a curve to the left; thence northeasterly 11.78 feet along the arc of said curve to the left having a radius of 7.50 feet and a chord which bears N48°-42'-14"E 10.60 feet; thence N03°-41'-58"E 21.78 feet to a point on the south line of O'Connell Street; thence S86°-24'-40"E 15.00 feet along said south line of O'Connell Street; thence S03°-41'-58"W 21.81 feet to the beginning of a curve to the right; thence southwesterly 21.98 feet along the arc of said curve to the right having a radius of 22.50 feet and a chord which bears S31°-41'-12"W 21.11 feet; thence N86°-32'-06"W 5.89 feet; thence N03°-27'-54"E 8.68 feet; thence N86°-32'-06"W 16.85 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

PARENT PARCEL

The East 72 feet of Lot 1, the West 10 feet of Lot 8, the East 72 feet of the North 25 feet of Lot 2, and the West 10 feet of the North 25 feet of Lot 7, all in Block 17 of the original plat - West side of Rock River of the City of Watertown, Jefferson County, Wisconsin.

Tax Key: 29-108-1504-2208-082

Address: 509 O'Connell Street

TITLE REPORT REVIEW

TITLE REPORT: Chicago Title Company

REPORT NO.: CO-14819

DATED: February 20, 2024

FEE SIMPLE TITLE VESTED IN: Watertown Water Commission

NOTE: THE STATEMENT OF APPLICABILITY REFERS TO THE LEASE SITE AND ANY EASEMENTS PERTINENT THEREUNTO WHERE SPECIFIC ENCUMBRANCES AFFECT THE LEASE SITE AND/OR A PERTINENT EASEMENT, THEY ARE IDENTIFIED AS SUCH.

- (1) Attachment "C" PCS Site Agreement Memorandum of Agreement between Watertown Water Commission and Primeco Personal Communications, L.P. recorded December 22, 1997 as Document No. 984785. **Does apply and is plotted and shown.**
- (2) Memorandum of Lease between Watertown Water Commission and Indus, Inc. recorded July 8, 1999 as Document No. 1021616. **Does apply and is plotted and shown.** Notice of Lease Assignment to TeleCorp Realty, LLC dated March 12, 2001, recorded June 27, 2001 as Document No. 1059553.
- (3) Memorandum of Option Agreement between Watertown Water Commission and Sprint Spectrum L.P. recorded August 4, 1999 as Document No. 1023226. **Does apply but is blanket in nature and cannot be plotted.**
- (4) Conditional Use Permit recorded February 18, 2014 as Document No. 1339656. **Does apply but is not a survey related matter.**



SURVEYED FOR:

**Edge**  
Consulting Engineers, Inc.  
624 Water Street  
Prairie du Sac, WI 53578  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsult.com

Section 4, Item B.

SURVEYED FOR:

1515 WOODFIELD ROAD  
SUITE 1400  
SCHAUMBURG, IL 60173

**MERIDIAN**  
**SURVEYING, LLC**

N9637 Friendship Drive Office: 920-993-0881  
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
O'CONNELL ST. WT

SITE NUMBER:  
14-3405

SITE ADDRESS:  
509 O'CONNELL STREET  
WATERTOWN, WI 53094

PROPERTY OWNER:  
WATERTOWN WATER COMMISSION  
PO BOX 477  
WATERTOWN, WI 53094

PARCEL NO.: 291-0815-0422-082

ZONED: x

DEED REFERENCE: DOC. NO. 931582

LEASE EXHIBIT

FOR  
VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP d/b/a VERIZON WIRELESS  
BEING A PART OF THE NW1/4 OF THE  
NW1/4, SECTION 4, T.8N., R.15E.,  
CITY OF WATERTOWN,  
JEFFERSON COUNTY, WISCONSIN

4	4-30-24	Revised Easement Text	JD
3	4-8-24	Added Lease and Easement	JD
2	2-23-24	Added Title Report	KR
1	1-30-24	Preliminary Survey	JD
NO.	DATE	DESCRIPTION	BY

DRAWN BY: J.D.	FIELD WORK DATE: 1-29-24
CHECKED BY: C.A.K.	FIELD BOOK: x
JOB NO.: 15135	SHEET 2 OF 3

**EXHIBIT C**

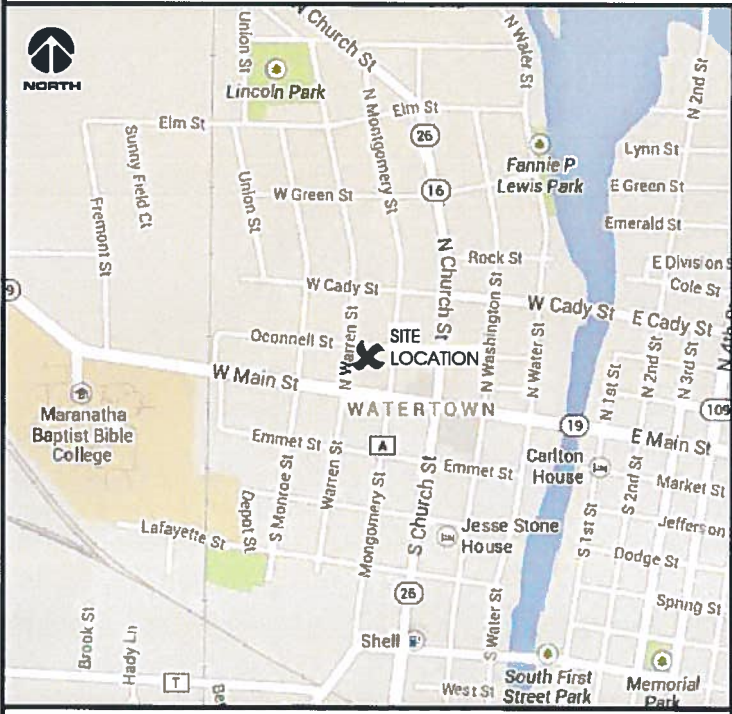
**DRAWINGS OF EXISTING FACILITIES AND EQUIPMENT INVENTORY**

**[Attached in accordance with  
Section 1.3.1 of the Agreement]**





**VERIZON WIRELESS**  
**O'CONNELL ST WT [113541]**  
**WATERTOWN, WISCONSIN**  
**AWS ANTENNA MOD DRAWINGS**  
**150' WATER TOWER**  
**NOVEMBER 2013**



**SITE LOCATION MAPS**



**SHEET INDEX:**

NO.:	PAGE TITLE:
T-1	TITLE SHEET
C-1	COMPOUND PLAN
C-2	EQUIP. SHELTER INTERIOR
A-1	TOWER ELEVATION
A-2	ANTENNA CONFIGURATION
A-3	ANTENNA CONFIGURATION
A-4	ROOFTOP RAILING PLAN
A-5	INSTALLATION DETAILS
A-6	COAX DETAILS

**PROJECT DESCRIPTION:**

PROJECT TYPE: ±150' WATER TOWER  
PRO. ANTENNA C/L: 130'-6" ABOVE T.O.C. (VERIFY WITH ECR)  
ANTENNAS: 6 EXIST. PCS ANT. TO BE REMOVED (VERIFY WITH ECR)  
3 EXISTING LTE ANT. TO BE REMOVED (VERIFY WITH ECR)  
3 PRO. AWS/LTE ANT. (VERIFY WITH ECR)  
3 PRO. PCS ANT. (VERIFY WITH ECR)  
  
COAX LINES: 12 EXIST. 1-5/8" LINES TO REMAIN (VERIFY WITH ECR)  
1 PRO. AWS/LTE HYBRID CABLE (VERIFY WITH ECR)  
  
AWS EQUIPMENT: 3 PRO. SURGE PROTECTORS (VERIFY WITH ECR)  
  
EQUIPMENT: INSIDE EXIST. EQUIPMENT SHELTER  
GENERATOR: NO GENERATOR PRESENT  
  
SPECIAL REQUIREMENTS: COAX CLUSTER BRACKETS ON TOWER LEG  
TO BE REPLACED TO ACCOMMODATE PROPOSED HYBRID CABLE.

**PROJECT DIRECTORY:**

CLIENT:  
VERIZON WIRELESS  
1515 E. WOODFIELD ROAD  
10TH FLOOR  
SCHAUMBURG, IL 60173  
CONTACT: BRYAN LAZUKA  
PHONE: 847.833.1154  
  
ENGINEERING COMPANY:  
EDGE CONSULTING ENGINEERS, INC.  
624 WATER STREET  
PRAIRIE DU SAC, WI 53578  
CONTACT: PAUL MOLITOR  
PHONE: 608.644.1449  
  
SITE ACQUISITION:  
BUELL CONSULTING, INC.  
1360 ENERGY PARK DRIVE  
SUITE 210  
ST. PAUL, MN 55108  
CONTACT: TAMMY MICHALETZ  
OFFICE: 651.361.8111  
MOBILE: 763.742.6866  
FAX: 651.225.0795

**PROJECT INFO:**

SITE LOCATION:  
509 O'CONNELL ST.  
WATERTOWN, WI 53094  
  
PROPERTY/TOWER OWNER:  
WATERTOWN WATER COMMISSION  
800 HOFFMAN DR  
WATERTOWN, WI 53094  
CONTACT: PAUL LANGE  
PHONE: 920.262.4075  
  
1A INFORMATION (NAD 1983/91)  
-TOWER BASE- (PER PREVIOUS SURVEY)  
LAT: 43°-11'-44.7"  
LONG: 88°-43'-49.6"  
TOP OF CONCRETE ELEVATION (NGVD 29): 863.0'

PLSS INFORMATION:  
PART OF THE NW 1/4,  
SECTION 4, T.8N., R.15E.,  
CITY OF WATERTOWN,  
JEFFERSON COUNTY  
WISCONSIN

**STRUCTURAL  
REVIEW  
NOTE**

TOWER STRUCTURAL ANALYSIS & MOUNT ANALYSIS  
COMPLETED BY STRUCTURAL ENGINEER. REFER TO  
ANALYSIS BY:  
EDGE CONSULTING ENGINEERS, INC.  
REPORT #: 9125, DATE 09/30/13  
CONTRACTOR TO REVIEW STRUCTURAL REPORT IN  
ITS ENTIRETY. ANY DISCREPANCIES OR  
DISAGREEMENTS BETWEEN THE REPORT AND THESE  
PLANS SHOULD BE RESOLVED PRIOR TO  
CONSTRUCTION.

ENGINEER SEAL:



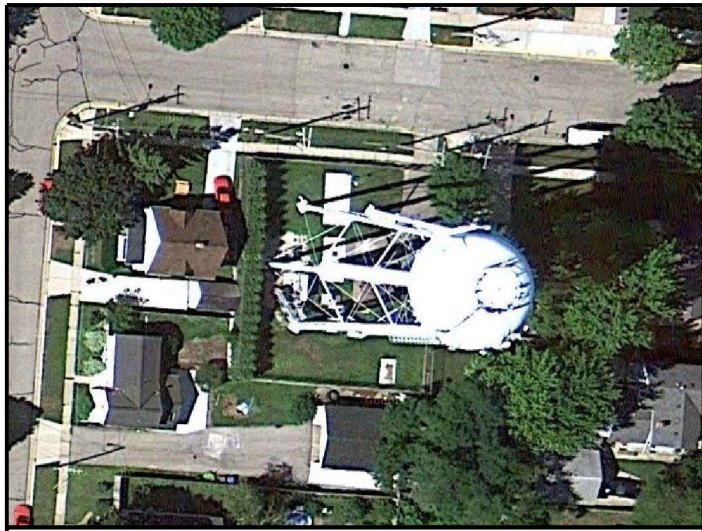
I HEREBY CERTIFY THAT THIS PLAN SET WAS  
PREPARED BY ME OR UNDER MY DIRECT  
SUPERVISION OTHER THAN THE EXCEPTIONS  
NOTED IN THE SHEET INDEX, AND THAT I AM  
A DULY LICENSED PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE STATE OF WISCONSIN.

Signature:

Date:

*[Signature]*  
11/27/2013

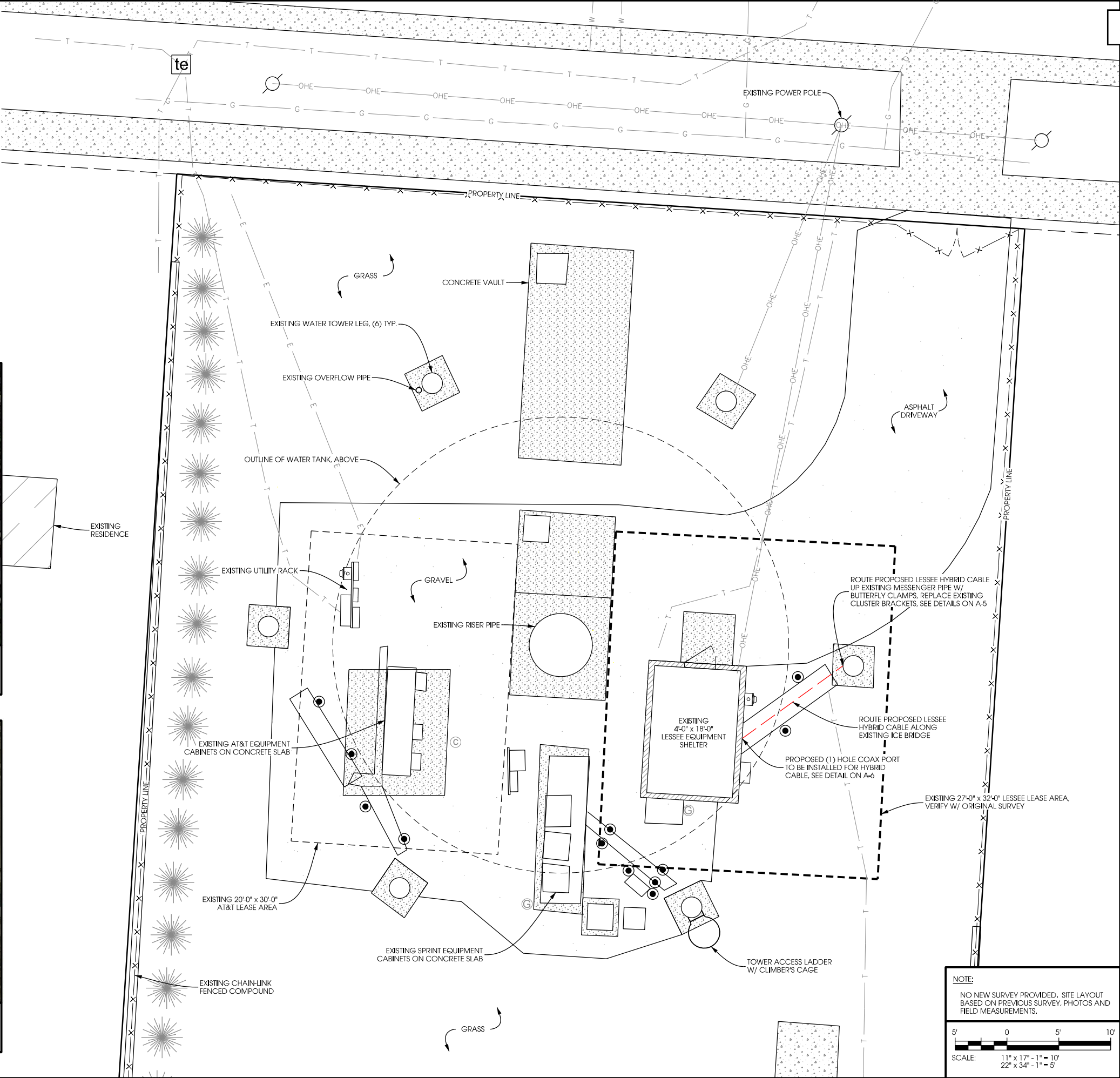




AERIAL OVERVIEW OF SITE



SITE OVERVIEW (LOOKING SOUTH)



Section 4, Item B.

**Edge Consulting Engineers, Inc.**  
624 Water Street  
Poulsbo, WA 98260  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsult.com

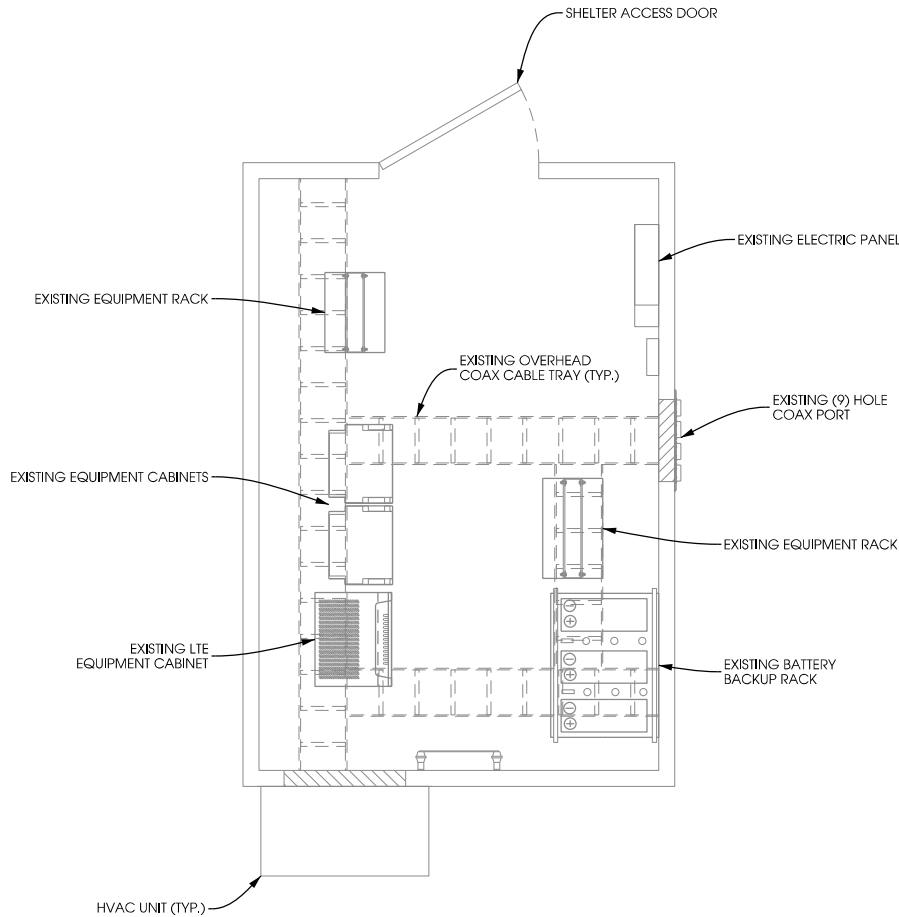
**COMPOUND PLAN  
O'CONNELL ST WT [113541]  
WATERTOWN, WISCONSIN**

SHEET TITLE:	
PRELIMINARY CDs:	
PRELIM. ANTENNA MOD. - 09/23/13	
STAMPED FINALS:	
FINAL ANTENNA MOD. - 11/26/13	
DRAWN BY:	
ADS, TAS	
CHECKED BY:	
PCM	
PLOT DATE:	
11/26/2013	
PROJECT #:	
9125	
FILE NAME:	
C-1.dgn	
SHEET NUMBER:	
50	

NOTE:  
NO NEW SURVEY PROVIDED. SITE LAYOUT  
BASED ON PREVIOUS SURVEY, PHOTOS AND  
FIELD MEASUREMENTS.

5' 0 5' 10'

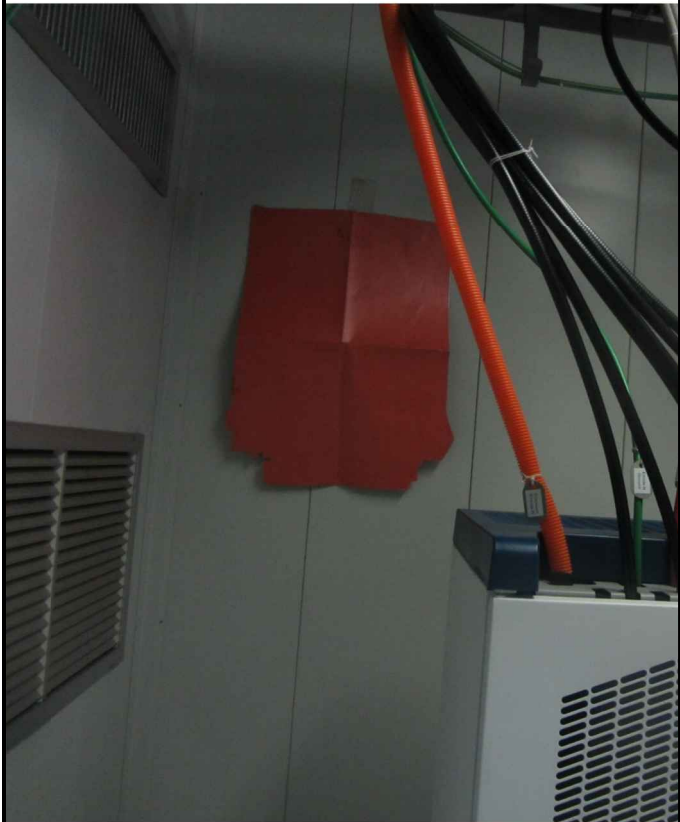
SCALE: 11" x 17" - 1" = 10'  
22" x 34" - 1" = 5'



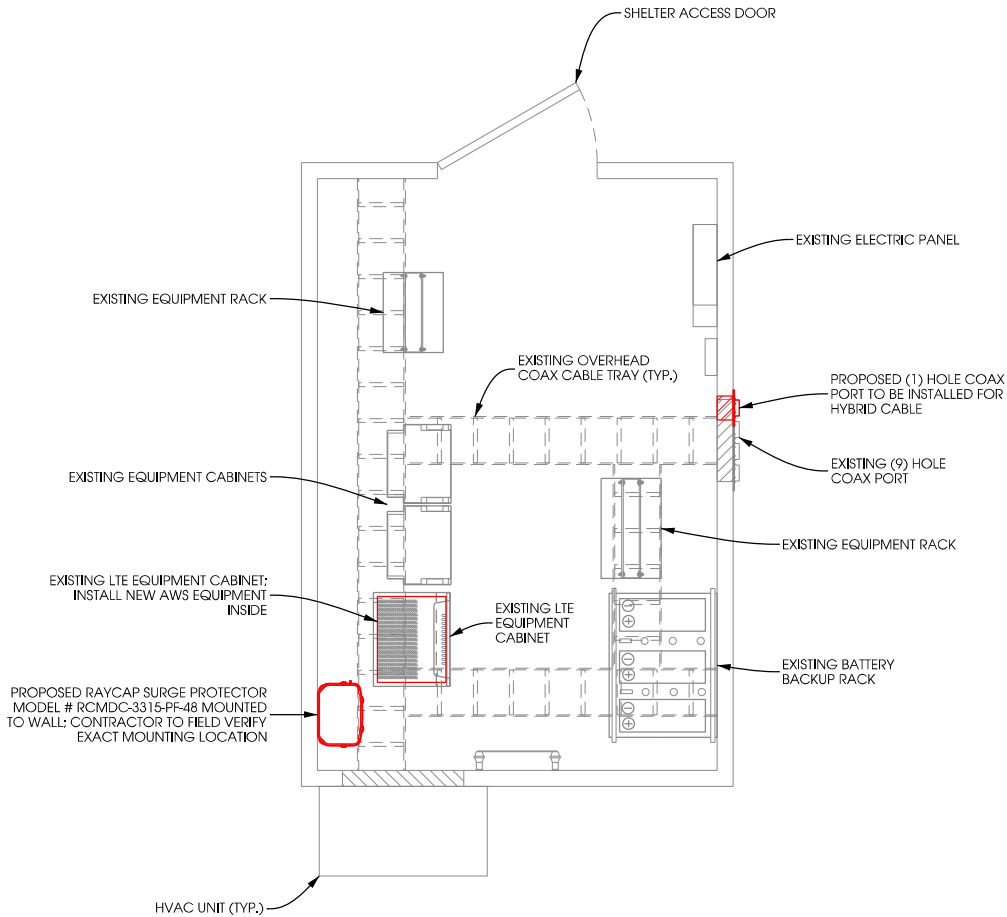
**A**  
C-2 **EXISTING SHELTER INTERIOR LAYOUT**  
SCALE: 11 x 17 - 1/4" = 1'-0"  
22 x 34 - 1/2" = 1'-0"



**EXISTING LTE EQUIPMENT CABINET**



**PROPOSED LOCATION OF RAYCAP SURGE PROTECTOR**



**B**  
C-2 **PROPOSED SHELTER INTERIOR LAYOUT**  
SCALE: 11 x 17 - 1/4" = 1'-0"  
22 x 34 - 1/2" = 1'-0"

Section 4, Item B.



**EQUIP. SHELTER INTERIOR  
O'CONNELL ST WT [113541]  
WATERTOWN, WISCONSIN**

SHEET TITLE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 09/23/13
STAMPED FINALS:
FINAL ANTENNA MOD. - 11/26/13

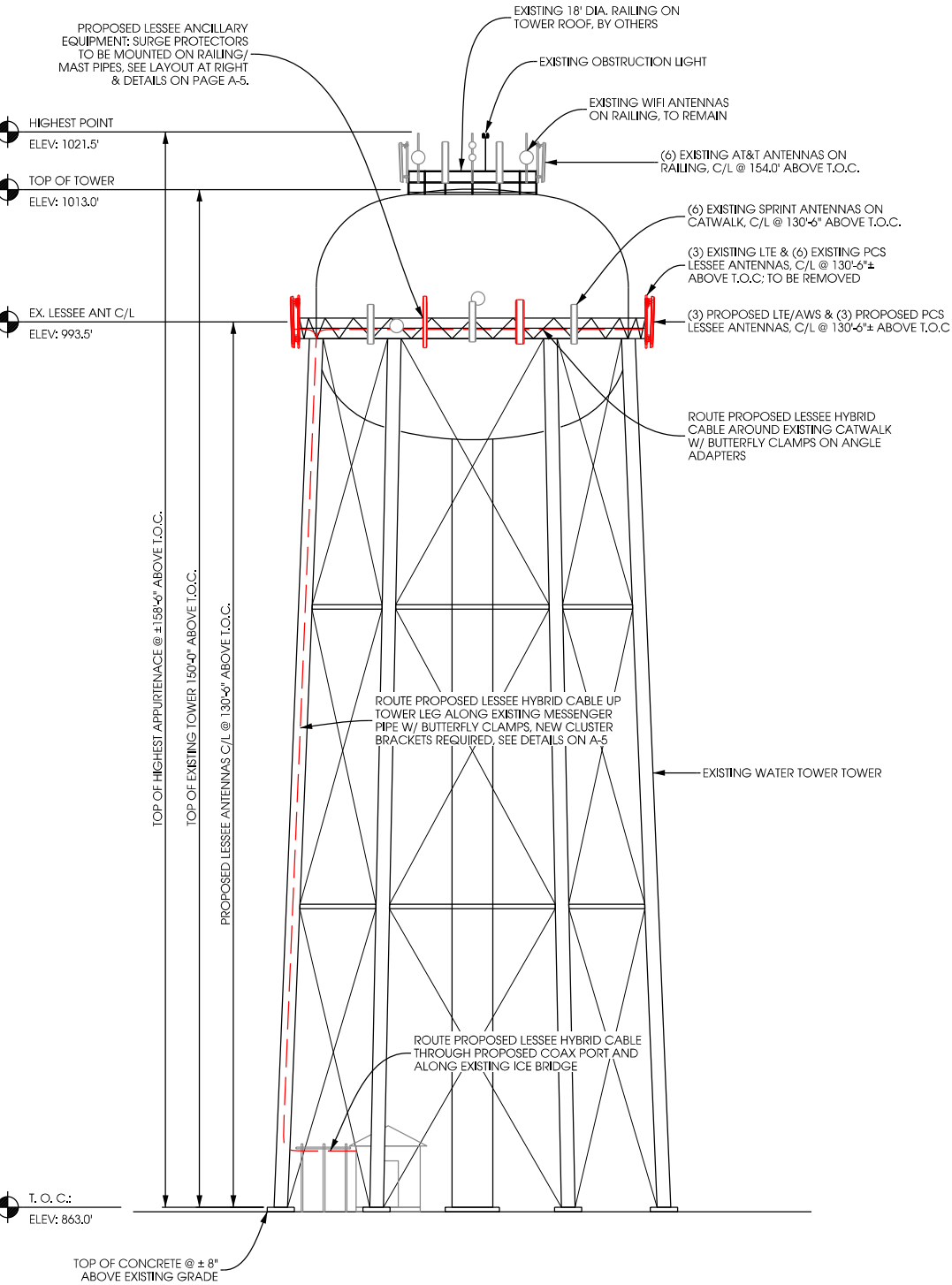
DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
11/26/2013
PROJECT #:
9125
FILE NAME:
C-2.dgn

SHEET NUMBER:
<b>0</b> - 51



HYBRID CABLE INFO TABLE		
	DESCRIPTION:	MODEL #:
ALPHA SECTOR:	55± FROM BETA SECTOR RAYCAP TO ALPHA SECTOR RAYCAP	RFA1206-24S26
BETA SECTOR:	175± FROM EQUIP. SHELTER RAYCAP TO BETA SECTOR RAYCAP	RFA1206-24S26
GAMMA SECTOR:	55± FROM BETA SECTOR RAYCAP TO GAMMA SECTOR RAYCAP	RFA1206-24S26
QUANTITY FROM COAX PORT:	1	TOTAL LENGTH: 285±

JUMPER CABLE INFO TABLE	
	DESCRIPTION:
ALPHA SECTOR:	9± FROM SURGE PROTECTOR TO ALPHA SECTOR AIR ANTENNA/RRU
BETA SECTOR:	9± FROM SURGE PROTECTOR TO BETA SECTOR AIR ANTENNA/RRU
GAMMA SECTOR:	9± FROM SURGE PROTECTOR TO GAMMA SECTOR AIR ANTENNA/RRU



**A**  
**A-1** **TOWER PROFILE [NORTH ELEVATION]**  
SCALE: 11" x 17" - 1" = 25'-0"  
22" x 34" - 1" = 12'-6"

**COLLOCATION NOTE:**  
REFER TO STRUCTURAL ANALYSIS AS IDENTIFIED ON T-1. CONTRACTOR TO THOROUGHLY REVIEW THE TOWER STRUCTURAL ANALYSIS FOR INFORMATION PERTAINING TO TOWER UPGRADES, MOUNTING TYPES, ANTENNA HEIGHTS, AND COAX ROUTING. ANY DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS, AND TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

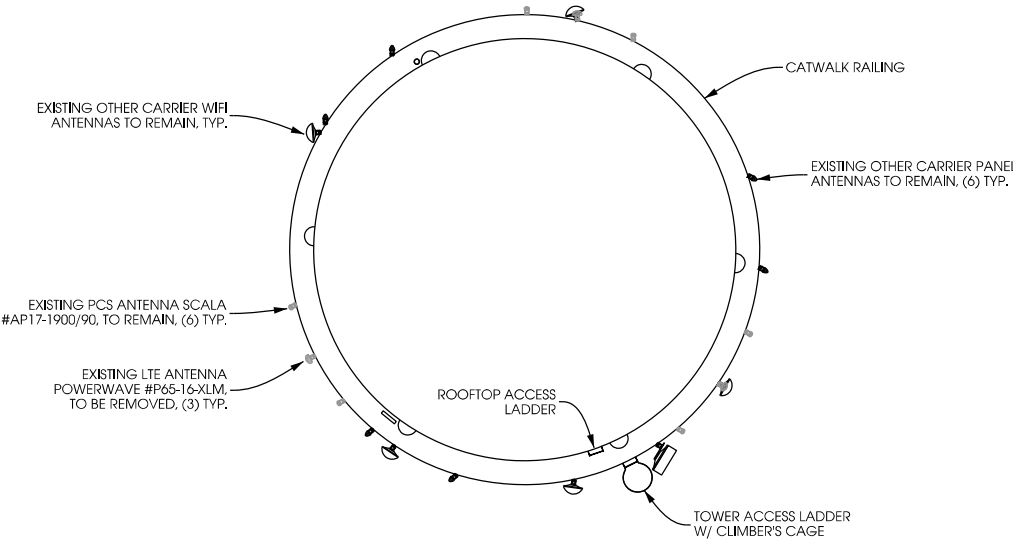
**NOTES:**  
NO SURVEY PROVIDED, HEIGHTS DEPICTED BELOW ARE BASED ON FIELD MEASUREMENTS DURING SITE VISIT.  
CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNA WITH PROJECT MANAGER & FINAL RF DESIGN.  
ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.



**EXISTING TOWER PROFILE [LOOKING SOUTHEAST]**

**ANTENNA LEGEND:**  
EXISTING LESSEE ANTENNA (TO BE REMOVED)  
OTHER CARRIER ANTENNA (TO REMAIN)

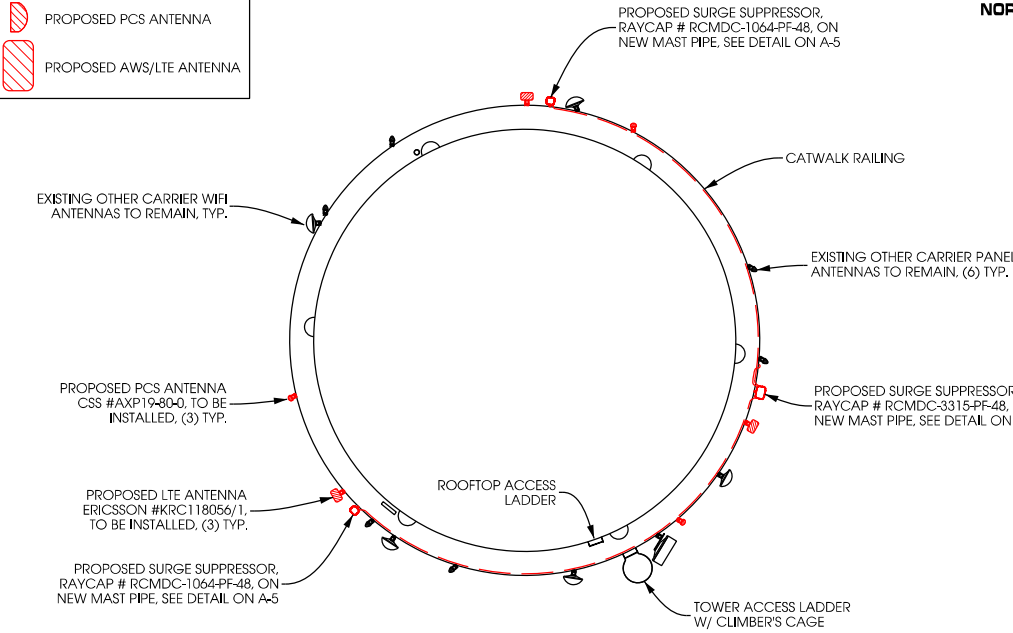
**NOTE:**  
ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.



**B**  
**A-1** **EXISTING ANTENNA ORIENTATION**  
SCALE: 11" x 17" - 1" = 20'-0"  
22" x 34" - 1" = 10'-0"

**ANTENNA LEGEND:**  
OTHER CARRIER ANTENNA (TO REMAIN)  
PROPOSED PCS ANTENNA  
PROPOSED AWS/LTE ANTENNA

**NOTE:**  
ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.



**C**  
**A-1** **PROPOSED ANTENNA ORIENTATION**  
SCALE: 11" x 17" - 1" = 20'-0"  
22" x 34" - 1" = 10'-0"

Section 4, Item B.

**Edge Consulting Engineers**  
624 Water Street  
Pittsfield, MA 01201  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsult.com

**TOWER ELEVATION**  
**O'CONNELL ST WT [113541]**  
**WATERTOWN, WISCONSIN**

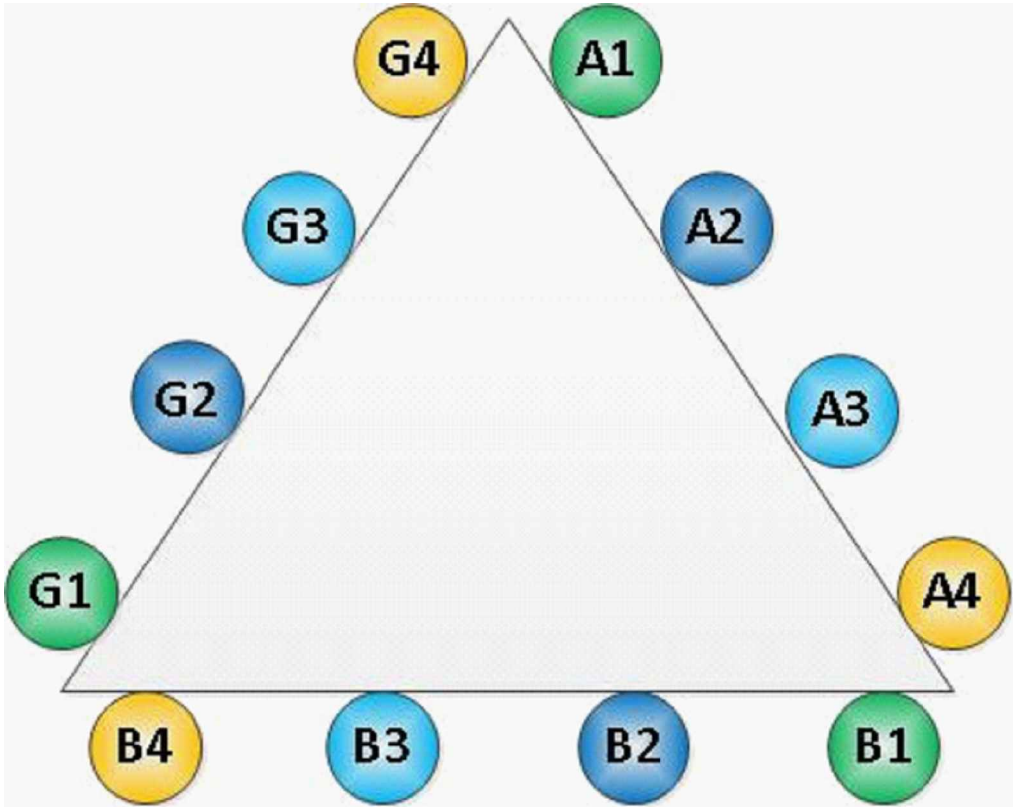
SHEET TITLE:
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 09/23/13
STAMPED FINALS:
FINAL ANTENNA MOD. - 11/26/13
DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
11/26/2013
PROJECT #:
9125
FILE NAME:
A-1.dgn
SHEET NUMBER:



## EXISTING ANTENNA CONFIGURATION

## PROPOSED ANTENNA CONFIGURATION

A-53

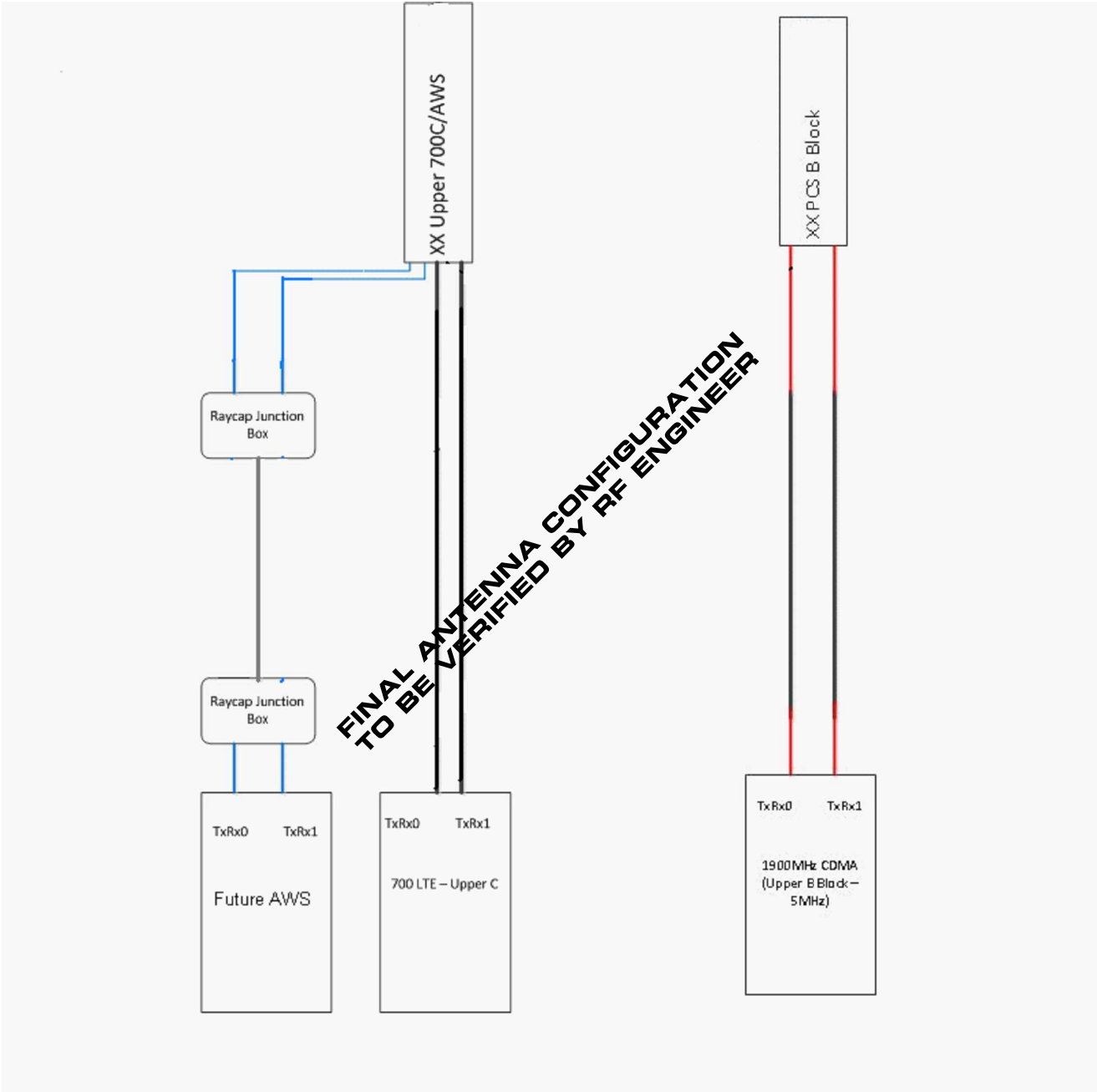


ANTENNA PLATFORM SCHEMATIC

Existing					
Diplexer	Location	Diplexer Manufacturer	Diplexer Model	Count	
	Top (Platform)				
	Bottom (Shelter)				
Coax	Sector	Coax Manufacturer	Type	Size	Count
	Alpha	ANDREW	LDF7-50A	1 5/8	4
	Beta	ANDREW	LDF7-50A	1 5/8	4
	Gamma	ANDREW	LDF7-50A	1 5/8	4

Proposed						
Passive Components	Location	Manufacturer	Component Model	Count	Action	
	Top (Platform)					
	Bottom (Shelter)					
	Top (Platform)					
	Top (Platform)					
	Top (Platform)	Raycap	RCMDC-3315-PF-48	1	Install	
	Top (Platform)	Raycap	RCMDC-1064-PF-48	2	Install	
	Bottom (Shelter)	Raycap	RCMDC-3315-PF-48	1	Install	
	Top (Platform)					
	Bottom (Shelter)					
Coax	Sector	Coax Manufacturer	Type	Size	Count	Action
	Alpha	ANDREW	LDF7-50A	1 5/8	4	Existing
	Beta	ANDREW	LDF7-50A	1 5/8	4	Existing
	Gamma	ANDREW	LDF7-50A	1 5/8	4	Existing
	AWS	Andrew	RFA1206-24S26	1	1	Install

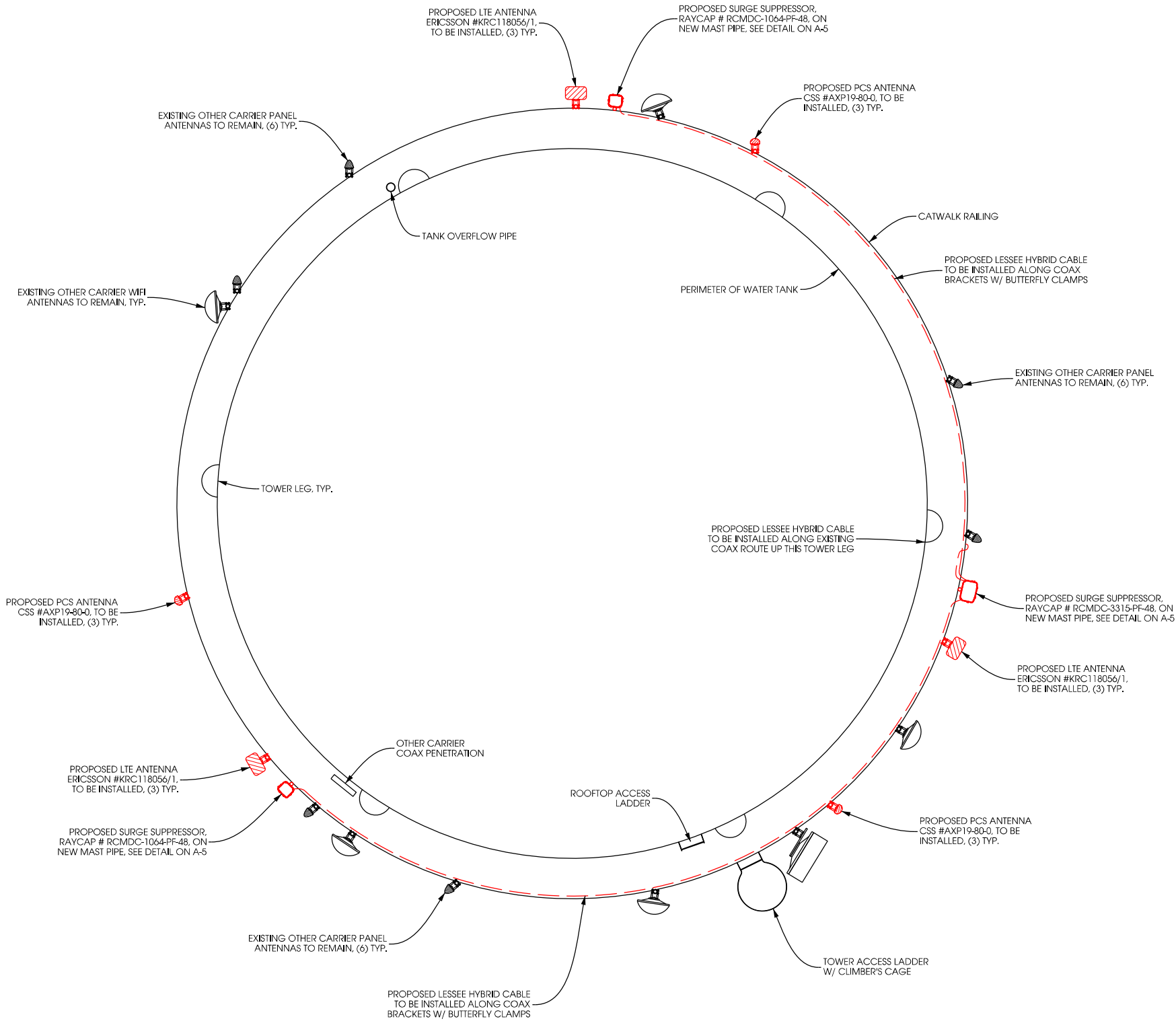
COMBINER CABLE DATA INFORMATION



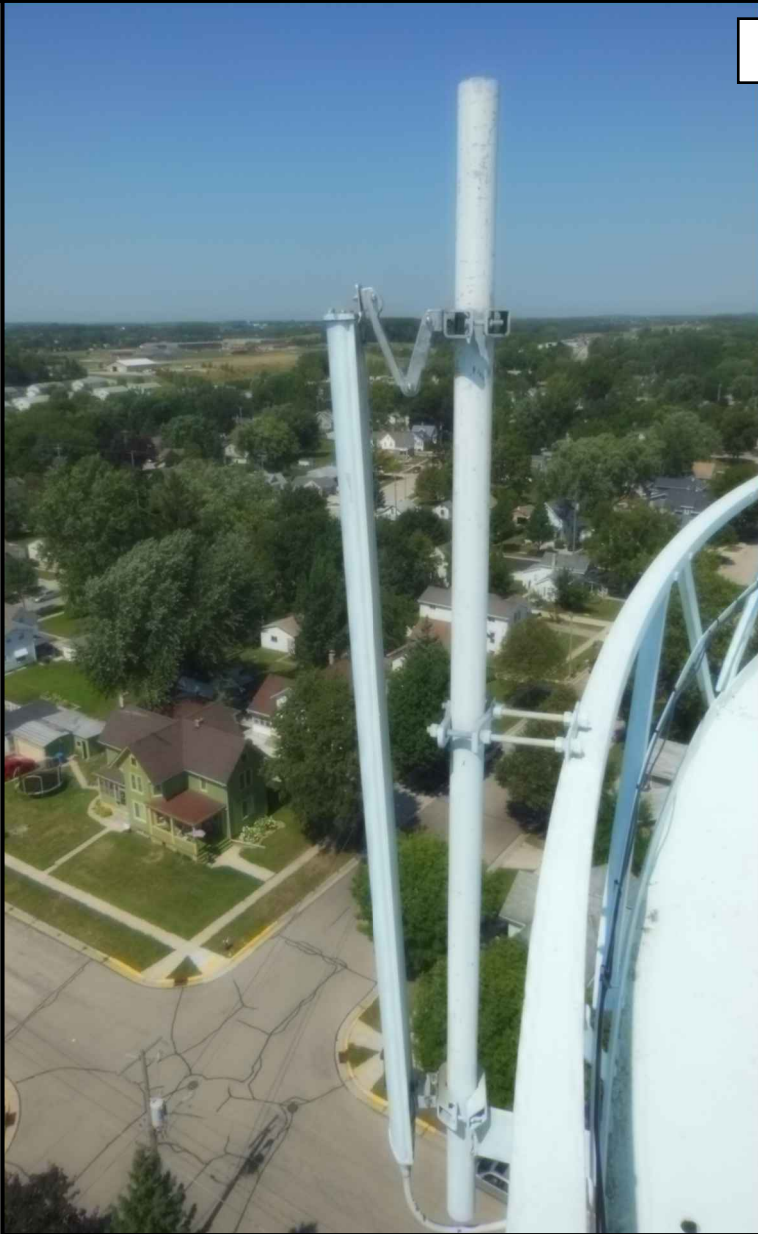
PROPOSED ANTENNA CONFIGURATION

**ANTENNA CONFIGURATION**  
**O'CONNELL ST WT [113541]**  
**WATERTOWN, WISCONSIN**

SHEET TITLE:
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 09/23/13
STAMPED FINALS:
FINAL ANTENNA MOD. - 11/26/13
DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
11/26/2013
PROJECT #:
9125
FILE NAME:
A-3.dgn



**ROOFTOP RAILING PLAN**  
SCALE: 11 x 17 - 1/8" = 1'-0"  
22 x 34 - 1/4" = 1'-0"



**EXISTING LESSEE ANTENNA MOUNT**



**EXISTING CATWALK RAILING**

Section 4, Item B.



**ROOFTOP RAILING PLAN**  
**O'CONNELL ST WT [113541]**  
**WATERTOWN, WISCONSIN**

SHEET TITLE:

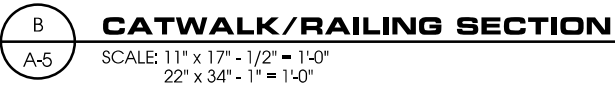
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 09/23/13
STAMPED FINALS:
FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
11/26/2013
PROJECT #:
9125
FILE NAME:
A-4.dgn

SHEET NUMBER:



THIS DETAIL FOR GROUNDING PURPOSES ONLY. SEE DETAIL ON A-4 FOR EQUIPMENT PLACEMENT LOCATIONS FOR THIS SITE.



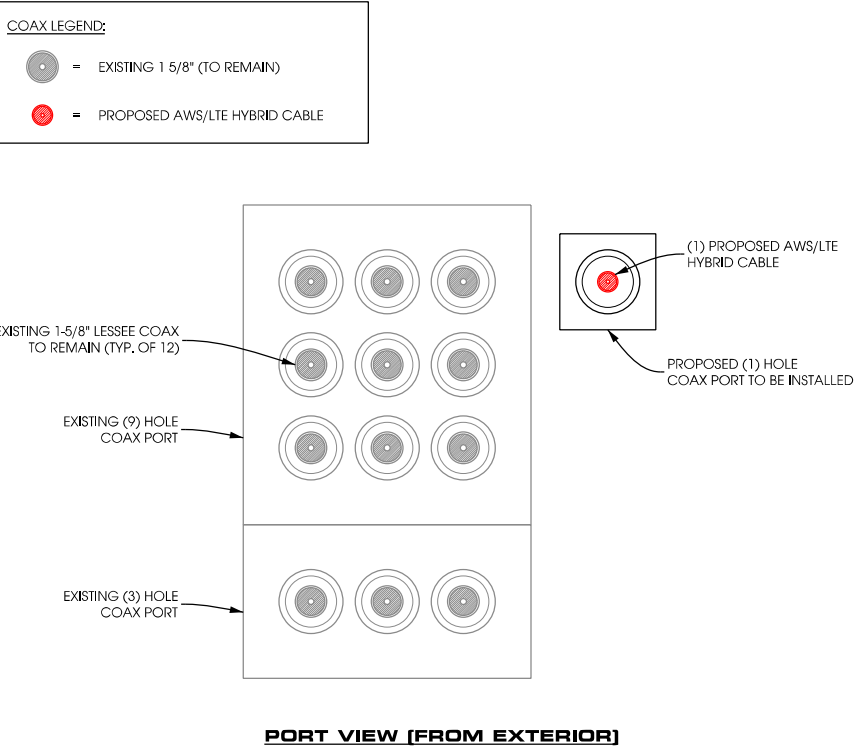
**SURGE PROTECTOR DETAIL**

**SURGE PROTECTOR DETAIL**

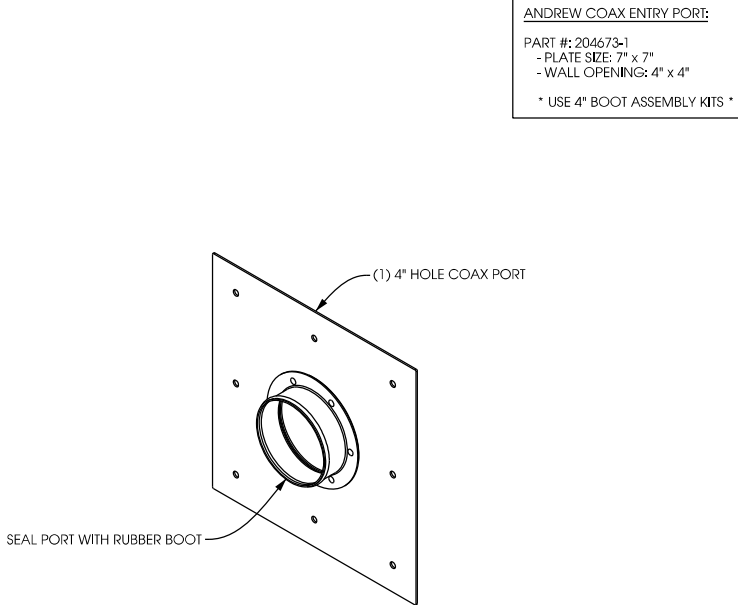
**CLUSTER BRACKET DETAILS**

A- 56

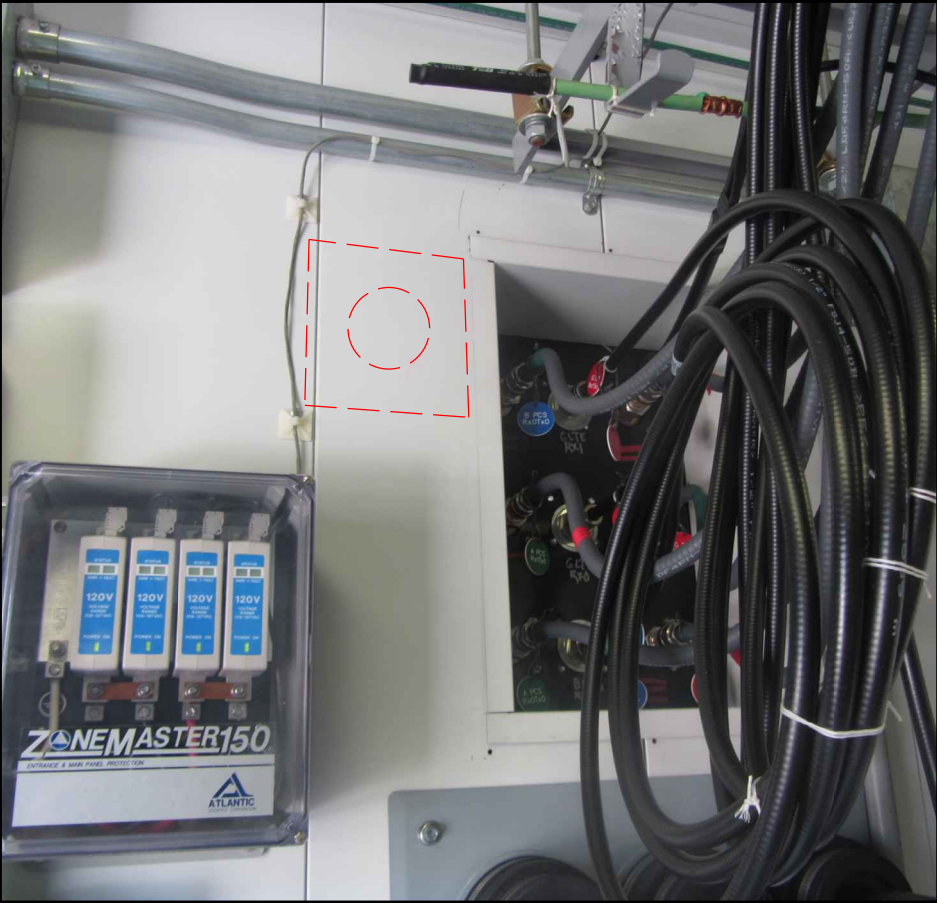




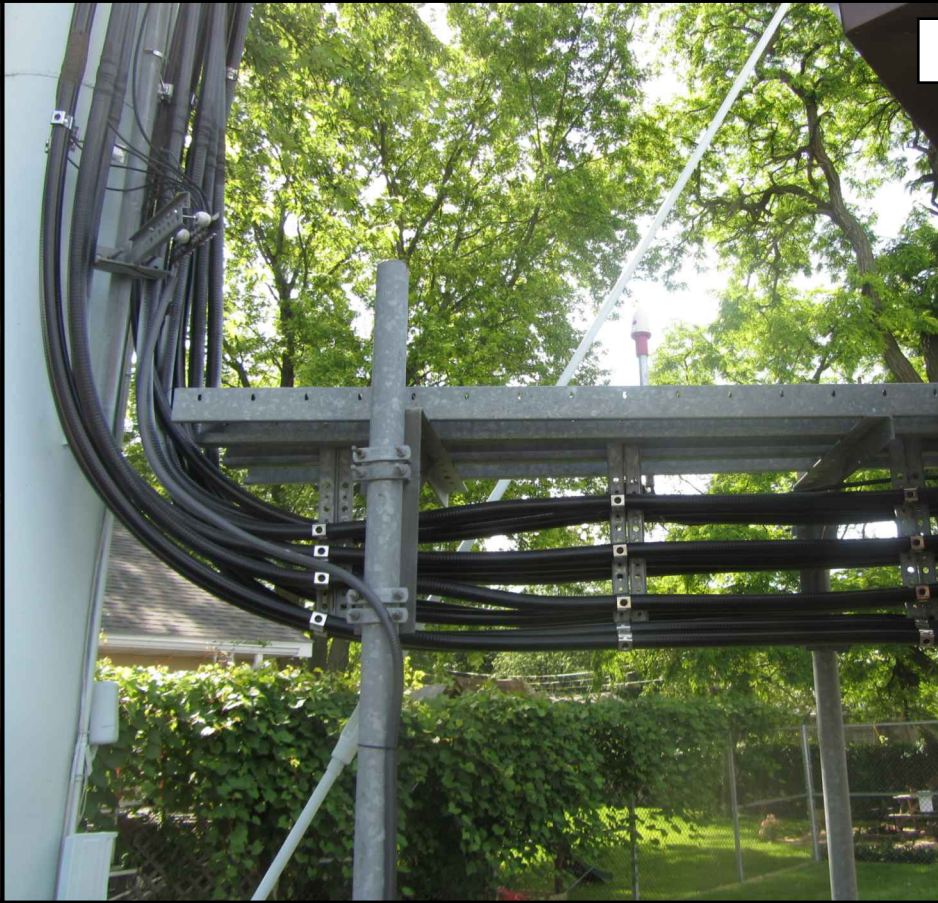
A  
A-6  
COAX PORT LAYOUT - SHELTER EXTERIOR  
SCALE: NTS



B  
A-6  
COAX ENTRY PORT DETAIL  
SCALE: NTS



EXISTING COAX ENTRY PORT - INTERIOR



EXISTING ICE BRIDGE COAX HANGERS



EXISTING COAX ENTRY PORT - EXTERIOR



EXISTING VERTICAL COAX ROUTE

Section 4, Item B.



COAX DETAILS  
O'CONNELL ST WT [113541]  
WATERTOWN, WISCONSIN

SHEET TITLE:

PRELIMINARY CDs:

PRELIM. ANTENNA MOD. - 09/23/13

STAMPED FINALS:

FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:

ADS, TAS

CHECKED BY:

PCM

PLOT DATE:

11/26/2013

PROJECT #:

9125

FILE NAME:

A-6.dgn

SHEET NUMBER:



## **EXHIBIT D**

### **ANTENNA SITE APPLICATION FORM**

**[Attached four-page application form follows; to be used in accordance with Section 8.1.2.1 of the Agreement]**



Effective 1/1/2022 – SUBJECT TO CHANGE

Date Received

# ANTENNA SITE APPLICATION

City of Watertown, Wisconsin  
800 Hoffmann Dr.  
PO Box 477  
Watertown, WI 53094  
920-262-4075

## A. SITE APPLICATION

- Water Tower Site Name and Location (“Site”): \_\_\_\_\_
- Wireless Carrier’s Corporate Designation (“Carrier”): \_\_\_\_\_
- Desired Date of Operation: \_\_\_\_\_
- Description of Project (example: Install 3 new radio units, relocate 3 antennas):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 1. Applicant Information

- a. Name of Applicant: \_\_\_\_\_
- b. Applicant’s Address: \_\_\_\_\_
- c. Applicant’s Contact Person: \_\_\_\_\_
  - i. Mobile: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_
- d. Technical Advisor (A&E Firm): \_\_\_\_\_
  - i. Mobile: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_

### 2. RF and Spectrum Information

- a. Proposed Radio Band: \_\_\_\_\_
- b. Proposed Radio Frequencies: \_\_\_\_\_  
(attach list, if necessary)
- c. Type of Service (e.g., SMR, ESMR, PCS, Wi-Fi): \_\_\_\_\_
- d. ☐ Licensed Spectrum    ☐ Unlicensed Spectrum (check box)

- e. If unlicensed spectrum, attach a detail description of the portions of the project using unlicensed spectrum.
- f. If this is a Distributed Antenna System project, attach the Radio Frequency Coverage Maps prepared by the FCC Licensee.
- g. This Site will be interconnected via radio frequency transmission to other existing or anticipated site(s) -- Yes or No (circle one)

**3. Antenna Facilities (attach applicable specifications)**

- a. Number of antennas: \_\_\_\_\_
- b. Number of zones: \_\_\_\_\_
- c. Antenna dimensions: \_\_\_\_\_
- d. Antenna type, manufacturer, and model number: \_\_\_\_\_  
\_\_\_\_\_
- e. Number of radio units: \_\_\_\_\_
- f. Radio unit dimensions: \_\_\_\_\_
- g. Radio unit type, manufacturer, and model number: \_\_\_\_\_  
\_\_\_\_\_
- h. Transmission line or cable manufacturer and model number: \_\_\_\_\_
- i. Size of cables: \_\_\_\_\_
- j. Number of cables: \_\_\_\_\_
- k. Antenna location on tower: \_\_\_\_\_  
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- l. GPS Antenna -- Yes or No (circle one)
- m. If yes, provide size, dimensions, and weight: \_\_\_\_\_  
\_\_\_\_\_

**4. Dish Equipment (attach applicable specifications)**

- a. Number of dishes: \_\_\_\_\_
- b. Microwave -- Yes or No (circle one)      Satellite -- Yes or No (circle one)
- c. Dish dimensions: \_\_\_\_\_



d. Dish type, manufacturer, and model number:

e. Provide manufacturer and model number of transmission line or cable:

f. Size of cables: \_\_\_\_\_ Number of cables: \_\_\_\_\_

g. Dish location on tower: \_\_\_\_\_

5. **Ground Equipment (attach applicable specifications)**

a. Square feet required: \_\_\_\_\_

b. Inside Tower -- Yes or No (circle one)

c. Inside Applicant's building -- Yes or No (circle one)

d. Number of cabinets: \_\_\_\_\_

e. Cabinet dimensions: \_\_\_\_\_

f. Number of air conditioners: \_\_\_\_\_ Description: \_\_\_\_\_

g. Generator on Site -- Yes or No (circle one)

h. If yes, provide type, size, and location: \_\_\_\_\_

i. Isolator manufacturer and model number:

j. Duplexer manufacturer and model number: \_\_\_\_\_

k. Filters manufacturer and model number:

l. Controls used in addition to the transmitter/receiver cabinet(s) -- Yes or No (circle one)

m. If yes, how many? \_\_\_\_\_ Provide manufacturer and model number:

**B. AGREEMENT TO PAY CITY OF WATERTOWN’S (“OWNER”) COSTS**

1. **Owner’s Costs.** By signing this Application, Carrier agrees and acknowledges that it is responsible for the costs that Owner incurs related to the project proposed in this Application (collectively, “Owner’s Costs”). Owner’s Costs include, but are not limited to, those costs associated with the following work if performed by Owner, its employees, or its legal or technical consultants:
  - a. Review of Carrier’s construction drawings, structural analysis, and site survey
  - b. Negotiation of agreements or amendments to related agreements between Carrier and Owner and related attorney’s fees
  - c. Pre-construction meeting and post-construction inspection of work done on Carrier’s behalf
  - d. Site coordination
  
2. **Deposit Required.**
  - a. Carrier shall submit a deposit in the form of a certified check payable to the **City of Watertown\*** in the amount of **\$15,000.00**. The check shall be submitted with a completed and executed Application. Owner shall use the deposit to pay Owner’s Costs, as described above.
  - b. If the initial deposit is insufficient to cover all of Owner’s Costs, Carrier shall provide Owner with an additional deposit in an amount agreed upon by Owner and Carrier. Upon Owner’s request, Carrier shall cease any work at the Site until Owner receives the additional deposit from Carrier.
  - c. Any unused deposit amounts will be returned to Carrier within after Carrier has completed its proposed project, provided that Owner’s post-construction inspection confirms that the project has been built in accordance with the construction drawings for the project as approved by Owner.

To be executed by Carrier or Carrier’s authorized representative:

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

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

**\*Checks should be sent to:**  
 City of Watertown, WI  
 Attn: Water Department Clerk  
 106 Jones Street  
 PO Box 477  
 Watertown, WI 53094

## **EXHIBIT E**

### **ANTENNA SITE SERVICE NOTICE FORM**

**[Attached three-page form follows; to be used in accordance with Section 8.3.1 of the Agreement]**

Effective 1/1/2022 – SUBJECT TO CHANGE

Date Received  
\_\_\_\_\_

## ANTENNA SITE SERVICE NOTICE

Municipality: City of Watertown, Wisconsin  
 Address: 800 Hoffmann Drive  
 City, State, Zip: Watertown, WI 53094  
 Phone: 920-262-4075

**Water Tower Site Name and Address:** \_\_\_\_\_

**Wireless Carrier:** \_\_\_\_\_

1. Name of Service Company: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact person for Applicant: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Mobile: \_\_\_\_\_ Email: \_\_\_\_\_
4. Technical Site Advisor: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Mobile: \_\_\_\_\_ Email: \_\_\_\_\_
5. Proposed Radio Band: \_\_\_\_\_
6. Propose Radio Frequency(s): \_\_\_\_\_
7. Type of Service Request (supply service ticket # if available) \_\_\_\_\_
8. List all personnel to be on site during service (attached copy of driver's license or US identification):  
 A. \_\_\_\_\_  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 D. \_\_\_\_\_  
 E. \_\_\_\_\_
9. Antenna equipment – Attach applicable specifications.  
 A. Number of antennas \_\_\_\_\_  
 B. Number of zones \_\_\_\_\_  
 C. Antenna dimensions \_\_\_\_\_

D. Antenna type, manufacturer, and model no.

\_\_\_\_\_

E. Number of Radio Units \_\_\_\_\_

F. Radio Unit dimensions \_\_\_\_\_

G. Radio Unit type, manufacturer, and model no. \_\_\_\_\_

H. Transmission line or cable manufacturer and model no.

\_\_\_\_\_

I. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_

J. Antenna location on the tower: \_\_\_\_\_  
(N, S, E, W, NE etc. or specify the exact antenna azimuths)

K. GPS Antenna Y / N (Circle One)

If yes, provide Dimensions and Weight: \_\_\_\_\_

10. Dish equipment – Attach applicable specifications

A. Number of dishes \_\_\_\_\_ Dish dimensions \_\_\_\_\_ Microwave? Y / N (Circle One)  
Satellite? Y / N (Circle One)

B. Dish type, manufacturer, and model no.

\_\_\_\_\_

C. Transmission line or cable manufacturer and model no. \_\_\_\_\_

D. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_

E. Dish location on tower: \_\_\_\_\_

Initial here \_\_\_\_\_ to indicate specifications are attached.

11. Ground equipment – Attach applicable specifications

A. Square feet required \_\_\_\_\_

B. Inside Tower? Y / N (Circle One) Inside Lessee building? Y / N (Circle One) Outside? Y / N (Circle One)

C. Number of cabinets \_\_\_\_\_ Cabinet dimensions \_\_\_\_\_

D. Number of air conditioners \_\_\_\_\_ Air conditioner description

E. Generator on site? Y / N (Circle One) if yes, provide type, size, and location.

\_\_\_\_\_

F. Isolator manufacturer and model no. \_\_\_\_\_

G. Duplexer manufacturer and model no. \_\_\_\_\_

H. Filters manufacturer and model no. \_\_\_\_\_

I. Controls used in addition to the transmitter/receiver cabinet(s)? Y / N (Circle One)

If yes, how many? \_\_\_\_\_ Manufacturer and model no. \_\_\_\_\_

Initial here \_\_\_\_\_ to indicate specifications are attached.

12. Desired date of operation: \_\_\_\_\_

13. Description of scope of work:

(Example: Diagnose and repair 3 radio head units; replace nonfunctioning antenna with same model)

\_\_\_\_\_  
\_\_\_\_\_

Service Company Representative \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT F**  
**FORM OF MEMORANDUM OF LICENSE**

**[Attached]**

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is by and between the City of Watertown, Wisconsin, acting in its capacity as a municipal utility (“**Watertown**”) and Cellco Partnership d/b/a Verizon Wireless (“**Licensee**”).

### RECITALS

- A. Watertown owns certain real property located at 509 O’Connell Street in the City of Watertown, Jefferson County, Wisconsin (“**Property**”) on which Watertown maintains a water tower (“**Tower**”).
- B. Watertown and Licensee entered into an Amended and Restated Water Tower License Agreement (“**Agreement**”) dated \_\_\_\_\_, 2024 for the purpose of allowing Licensee to install and maintain certain telecommunications equipment on the Tower and within an approximately 576 square-foot portion of the Property.
- C. This Memorandum is being recorded to place third parties on notice of the Agreement and of certain rights and obligations of Watertown and Licensee thereunder, which are summarized below.

### RETURN TO:

James C. Remington  
Husch Blackwell LLP  
511 North Broadway, Suite 1100  
Milwaukee, WI 53202

P.I.N.  
Pt. of 291-0815-0422-082

NOW, THEREFORE, Watertown and Licensee acknowledge the following:

1. **Land Space.** Subject to the provisions of the Agreement and for the duration of its term, Watertown licenses to Licensee the portion of the Property legally described on **Exhibit 1** (the “**Land Space**”).
2. **Term.** The initial term of the Agreement is for a period of five years commencing on December 1, 2023. Licensee has the option to renew and extend the Agreement for three additional terms of five years each, upon the terms and conditions set forth in the Agreement.
3. **Prior Leases.** The Agreement supersedes and replaces all prior leases between Watertown and Licensee and their predecessors in interest with respect to the Property, including the lease by and between the Watertown Water Commission and PrimeCo Personal Communications, LP dated November 20, 1997, which is referenced in a PCS Site Agreement Memorandum of Agreement recorded on December 22, 1997 in the office of the Jefferson County Register of Deeds in Volume 1018, Pages 21-22, as Document No. 984785. That Memorandum of Agreement is hereby terminated and released and is superseded and replaced by this Memorandum.





*[Signature Page to Memorandum of Agreement]*

**LICENSEE:  
CELLCO PARTNERSHIP  
D/B/A VERIZON WIRELESS**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, the above named \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of Cellco Partnership, d/b/a Verizon Wireless, to me known to be the person who executed the foregoing Memorandum of Agreement and acknowledged the same.

\_\_\_\_\_  
Print or Type Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission: \_\_\_\_\_

*This instrument drafted by:*

Julia K. Potter  
Boardman & Clark LLP  
P.O. Box 927  
Madison, WI 53701-0927

## **EXHIBIT 1**

### **TO MEMORANDUM OF AGREEMENT**

#### **Land Space**

Being a part of Lot One (1), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 576 square feet (0.013 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet to the point of beginning; thence S86°-32'-06"E 20.38 feet; thence S03°-27'-54"W 8.68 feet; thence S86°-32'-06"E 6.10 feet; thence S03°-27'-54"W 6.10 feet; thence N86°-32'-06"W 3.52 feet; thence S54°-33'-27"W 10.02 feet; thence S03°-27'-54"W 7.79 feet; thence N86°-32'-06"W 15.16 feet; thence N03°-27'-54"E 28.87 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

Certificate Of Completion

Envelope Id: A918A89E25BC44C59F970C00DC9863A2Status: Completed

Subject: O'CONNELL STREET WT / P1981636 / John McGurk Review Approved 9-16-24 / Senior Director to Sign

Source Envelope:

Document Pages: 51Signatures: 1Envelope Originator:

Certificate Pages: 5Initials: 0John McGurk

AutoNav: Enabledjohn.mcgurk@verizonwireless.com

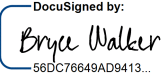
Envelopeld Stamping: EnabledIP Address: 162.115.44.17

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: OriginalHolder: John McGurkLocation: DocuSign

9/16/2024 2:28:43 PMjohn.mcgurk@verizonwireless.com

Signer Events	Signature	Timestamp
Bryce Walker bryce.walker@verizonwireless.com Sr. Director of Network Engineering Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  56DC76649AD9413...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 69.78.66.90</div>	Sent: 9/16/2024 2:32:02 PM Viewed: 9/17/2024 4:52:43 AM Signed: 9/17/2024 4:53:05 AM

Electronic Record and Signature Disclosure:

Accepted: 9/17/2024 4:52:43 AM

ID: d68d15c6-86ba-4688-bf1e-ac07ae913eb8

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bilal Ahmed bilal.ahmed@verizonwireless.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/16/2024 2:32:02 PM
Caroline Polk polk@insite-inc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/16/2024 2:32:04 PM Viewed: 9/17/2024 8:03:24 AM
James Remington jake.remington@huschblackwell.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/16/2024 2:32:03 PM Viewed: 9/16/2024 2:32:36 PM

Carbon Copy Events	Status	Timestamp	Section 4, Item B.
Michael Cosentino michael.cosentino@verizonwireless.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/16/2024 2:32:03 PM	
Electronic Record and Signature Disclosure: Not Offered via DocuSign			

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2024 2:32:04 PM
Certified Delivered	Security Checked	9/17/2024 4:52:43 AM
Signing Complete	Security Checked	9/17/2024 4:53:05 AM
Completed	Security Checked	9/17/2024 4:53:05 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact VBG Network Real Estate:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com)

**To advise VBG Network Real Estate of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from VBG Network Real Estate**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with VBG Network Real Estate**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.



**RESOLUTION FOR  
VERIZON WIRELESS CELLULAR SITE MDG: 5000097398  
LICENSE AGREEMENT ON THE O’CONNELL WATER TOWER**

**SPONSOR: ALDERPERSON BOARD  
FROM: PUBLIC WORKS COMMISSION**

**WHEREAS**, the City of Watertown Water Utility has several lease agreements with cellular providers for their equipment on our water towers; and,

**WHEREAS**, Verizon Wireless has applied for and been approved to perform upgrades to their equipment located on top of the O’Connell water tower; and,

**WHEREAS**, Verizon Wireless upgrades also include a new lease and terms in the agreement and has been approved by their team and the City legal team; and,

**WHEREAS**, Verizon Wireless, and / or their sub-contractors are liable and responsible to cover inspections costs and subsequent repairs for any and all damage (paint coatings, ground ruts, concrete cracks, ladder integrity, railing integrity, and/or other items not listed) that may occur to the O’Connell water tower as explained in the lease terms; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:** that the proper City Official be and are hereby authorized to enter into the lease agreement and equipment upgrades performed by Verizon Wireless and or all their sub-contractors. Said agreement, Verizon Wireless: Site Name MDG: 5000097398 is attached to this resolution.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 1, 2024

\_\_\_\_\_  
CITY CLERK

APPROVED October 1, 2024

\_\_\_\_\_  
MAYOR

# Johnson Controls planned service proposal

## Prepared for WATERTOWN, CITY OF (INC)\*

Customer  
WATERTOWN, CITY OF (INC)\*

Local Johnson Controls Office  
2400 KILGUST RD  
MONONA, WI 53713-4842

Agreement Start Date:  
11/01/2024

Proposal Date  
09/10/2024

Estimate No:  
1-1P1YGAOG



## Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

**With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.**



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

## Executive summary

Planned service proposal for WATERTOWN, CITY OF (INC)\*

Dear PETE HARTZ,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 11/01/2024 and ending 10/31/2025.
- The agreement price is \$17,250.00.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

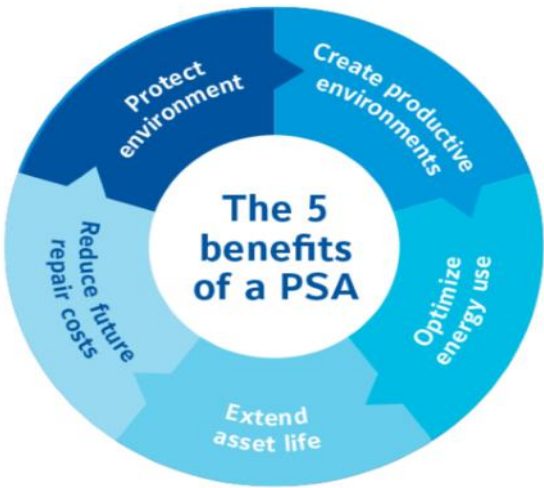
Jeff Page - HVAC TB Customer Svc Rep  
JOHNSON CONTROLS MADISON WI  
2400 Kilgust Rd.  
Madison, WI 53713-4842  
jeffrey.page@jci.com  
Phone: 608.226.5195  
24-Hour Service Line: 866.862.0458

The power behind your mission

# Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building’s facility performance, providing dependability, sustainability and energy efficiency. You’ll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building’s energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with “The 5 Values of Planned Maintenance” and our technicians understand how the work they perform can help you accomplish your business objectives.

## Our partnership

### Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

### A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

### Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

### Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

### The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

# Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

## Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

## Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

## Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

## Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of services and options

### Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**



Planned Service Agreement

Customer Name : WATERTOWN, CITY OF (INC)\*  
Address: 106 JONES ST WATERTOWN,WI 53094-3737  
Proposal Date: 09/10/2024  
Estimate #: 1-1P1YGAOG

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Johnson Controls

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Schedule A - Equipment List

WATERTOWN WASTEWATER TREATMENT PLANT	800 HOFFMAN DR WATERTOWN, WI 53094-6224
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Product: Block Hours - Controls

Quantity: 1	Services Provided
Coverage Level: Basic	6 8-Hour Visits
<u>Customer Tag</u>	<u>Manufacturer</u>
Metasys Equip Maint	

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1	Services Provided
Coverage Level: Basic	1 ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only
<u>Customer Tag</u>	<u>Manufacturer</u>
SOFTWARE SUB MS-ADS05U-SCS	

# Equipment tasking

## Block Hours - Controls

Preventive Maintenance    Check with appropriate customer representative for operational deficiencies  
Perform scheduled block hour tasks  
Complete any required maintenance checklists, report observations to appropriate customer representative

## Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

ADS Site Dir Software    All work must be performed in accordance with Johnson Controls safety policies  
Subscription 1-year (up to 4 engines) -    Check with appropriate customer representative for operational deficiencies  
Subscription Only    Upgrade ADS software to latest Metasys release  
Document tasks performed during visit and report any observations to appropriate customer representative

**TERMS AND CONDITIONS**  
**DEFINITIONS (REV 8/23)**

**DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

**1. BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

**2. PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

**3. EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

**4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**5. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

**B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms).

**C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - issues or failures not specifically covered by this Agreement; or
  - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

**D. PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require

other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

#### E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

#### F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

#### **G. INSURANCE**

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

#### **H. INDEMNITY**

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

#### **I. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

#### **J. FORCE MAJEURE**

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under



the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW**

JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

**L. TERM AND TERMINATION**

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

4. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

7. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

**M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS**

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of

Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

#### N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

#### O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

#### P. DIGITAL ENABLED SERVICES

**Digital Enabled Services; Data.** If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

#### Q. JCI DIGITAL SOLUTIONS

**JCI Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generaltos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

#### R. PRIVACY

**1. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply.

**2. JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

#### **5. MISCELLANEOUS PROVISIONS**

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

#### **ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

**1. Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

**2. Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

**3. Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit

caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**



**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

**CUSTOMER ACCEPTANCE**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

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