

CITY COUNCIL

The City of Orange Township, New Jersey

DATE October 17, 2023

NUMBER 431-2023

TITLE: **A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF ORANGE TOWNSHIP WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY FOR DISTRIBUTION POLE ATTACHMENT LICENSE AGREEMENT FOR OVERT SURVEILLANCE EQUIPMENT**

WHEREAS, the City of Orange Township (the "City") has an interest in increasing public safety; and

WHEREAS, the City wishes to enter into a Public Service Electric and Gas Company Distribution Pole Attachment License Agreement for Overt Surveillance Equipment with the Public Service Electric and Gas Company ("PSE&G"), regarding the attachment of overt surveillance equipment or devices to certain PSE&G utility poles; and

WHEREAS, the Business Administrator and the City Attorney have reviewed the Public Service Electric and Gas Company Distribution Pole Attachment License Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof, and recommends execution of same; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange, that the City Council formally approves the Public Service Electric and Gas Company Distribution Pole Attachment License Agreement; and

BE IT FURTHER RESOLVED that the appropriate municipal officials and the Mayor are hereby authorized to execute the Public Service Electric and Gas Company Distribution Pole Attachment License Agreement on behalf of the City of Orange Township.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President



CITY ATTORNEY

CONFIDENTIAL

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY
DISTRIBUTION POLE ATTACHMENT LICENSE AGREEMENT
FOR OVERT SURVEILLANCE EQUIPMENT**

THIS DISTRIBUTION POLE ATTACHMENT LICENSE AGREEMENT FOR OVERT SURVEILLANCE EQUIPMENT (the "Agreement"), made as of October 10, 2023 (the "Effective Date"), between Public Service Electric and Gas Company, a corporation of the State of New Jersey and its affiliates, lawful successors, assigns and transferees, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "PSE&G" or its affiliate "PSEG"), and the City of Orange Township, a municipality of the State of New Jersey, having its principal place of business at 29 N. Day Street, Orange, 07050 (hereinafter called "Grantee"). PSE&G and Grantee shall be collectively referred to herein as "Parties" or individually as "Party".

WITNESSETH

WHEREAS, Grantee seeks to attach overt surveillance equipment or devices ("Equipment"), as approved by PSE&G or PSEG personnel, to certain PSE&G utility poles situated in New Jersey that are located in the space reserved to PSE&G (the "Electric Space") and in the communication space, and desires to enter into an agreement therefor with PSE&G; and

WHEREAS, PSE&G is willing to permit, to the extent it may lawfully do so and on the terms hereinafter set forth, the attachment of said Equipment to its poles or portions of poles owned and controlled by PSE&G when, in its sole and absolute judgment and discretion, such use will not interfere with its own service requirements, or the provision of future service, including considerations of safety and reliability; and

WHEREAS, PSE&G has consented to the requested license, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto mutually covenant and agree as follows:

1. License. PSE&G grants to Grantee a non-exclusive, non-transferable license to attach PSE&G-approved Equipment to PSE&G facilities for Grantee's Equipment in the PSE&G's communications space on wholly-owned PSE&G poles more specifically designated and described in Exhibit A hereto, attached and hereby made a part hereof. This license is for a single attachment per pole ("Licensed Site"). In the event that the utility pole is jointly-owned with another entity, it shall be the responsibility of the Grantee to obtain permissions from the other entity to utilize same. All construction, installation and maintenance undertaken by Grantee for its Equipment shall be reviewed and approved by PSE&G.

2. Grantee Operational Approval and Plan.

- A. Approval. Prior to installing any Equipment on wholly-owned PSE&G utility poles, Grantee shall submit a request to PSE&G to install Equipment on PSE&G owned poles as such are identified in Attachment 1 to this Agreement. Grantee shall provide to PSE&G and/or its designees copies of all requested safety training documents and other related certifications, electrician's license, surveillance equipment specifications and related hardware associated with the installation and removal of such equipment. The Grantee shall also upon the request of PSE&G make available for inspection by PSE&G and/or its designees all tools, safety equipment, bucket truck/installation vehicle and respective inspection certifications. It is expressly understood by Grantee that shall comply with PSE&G construction, installation plans and specifications as set forth in Exhibit A (attached) and failure to do so does not in any way relieve the Grantee from its full responsibility for code compliance in the construction and installation of the Equipment, nor shall any such approval restrict, modify, or void the obligations assumed by the Grantee pursuant to this Agreement. Upon PSE&G's approval of Grantee's request, Grantee shall provide a completed PSE&G license for the designated pole(s) in the form attached to this Agreement as Exhibit B for execution by Grantee. Upon PSE&G's receipt of the executed Exhibit B, PSE&G shall grant to Grantee a non-exclusive, non-transferable license to attach PSE&G-approved Facilities as are specifically designated and described on Exhibit B.
- B. Changes in Operational Plan. After installation of the Equipment has commenced, any material changes of the construction or installation plans, as previously approved by PSE&G, shall be submitted to PSE&G for approval, in accordance with the procedure set forth in Section (2)A above, prior to being implemented. Any additional costs or expenses associated with revisions in plans shall be at the sole cost and expense of Grantee.
- C. Compliance with Standards, Applicable Codes and Corrections. All of the Grantee's Equipment shall be installed and maintained in full compliance with the requirements of the current editions of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC") and any other applicable codes. Grantee shall use best efforts to correct any violations of the aforesaid codes at Grantee's expense as soon as reasonably possible. If Grantee fails to make such corrections or, if Grantee has not made substantial progress toward the mitigation of the deficiencies in a thirty (30) day period after notification by PSE&G, PSE&G reserves the right, as the pole owner, to remove Grantee's Equipment from the licensed poles, at the expense of Grantee in accordance with Section 2(D).
- D. Maintain Equipment and Removal. Grantee shall maintain the communications space Equipment in good order and condition, of which PSE&G shall be the sole reasonable judge. Noted deficiencies in the physical condition of the Grantee's Equipment shall be corrected by Grantee, at Grantee's expense, within thirty (30) days of notification by PSE&G, unless a shorter time period is required for safety or reliability purposes. If Grantee fails to make such corrections in said thirty (30) days, or such other applicable period, PSE&G reserves the right to remove the

Grantee's Equipment from the licensed poles, at the expense of Grantee in accordance with this Section 2(D). All costs and expenses associated with such action shall be charged to Grantee at PSE&G's Fully Allocated Labor Rate (as defined in Section 10).

- E. Utility Service. Grantee, at its sole expense, shall arrange for its own separate electric utility service as required to support Grantee's Equipment. The cost of any such required utility service shall be paid separately by Grantee and shall be separate and apart from this Agreement for any PSE&G electric utility service supplied to and consumed by Grantee, as provided by PSE&G in accordance with applicable utility tariffs, rules and regulations as set forth by the New Jersey Board of Public Utilities, or by an independent energy supplier chosen by the Grantee to the extent permitted by law.
 - F. Consents and Authorizations. Grantee is solely responsible for securing any necessary consents, approvals, operating franchises, or permits from federal, state, county or municipal authorities and from the owners of property to install and maintain its Equipment on the Licensed Sites.
3. Term and Termination.
- A. Term. The term of this Agreement shall be ten (10) years from the Effective Date.
 - B. Grantee's Termination Rights. Grantee may terminate this Agreement for convenience by giving PSE&G at least ninety (90) days' prior written notice of such termination. Grantee shall remove the Equipment in accordance with the provisions set forth in Section 3(E) hereof.
 - C. PSE&G's Termination Rights. PSE&G may terminate this Agreement for convenience by giving Grantee at least ninety (90) days' prior written notice of such termination. Grantee shall remove the Equipment in accordance with the provisions set forth in Section 3(E) hereof.
 - D. Restoration of PSE&G's Property/Equipment. In addition to any other legal remedies that PSE&G may have against Grantee, Grantee shall be solely responsible for any cost and/or expense associated with restoring any of PSE&G's property, equipment or Facilities to its original condition, to the extent the same is destroyed or disturbed by the Grantee's installation, operation, maintenance, removal or disposal of any Equipment. All costs and incurred by PSE&G in connection with such restoration shall be at Grantee's sole cost and expense in accordance with Section 10.
 - E. Removal of Equipment. Unless otherwise agreed to in writing between the Parties, no later than thirty (30) days from expiration or termination of this Agreement, the Equipment shall be removed by Grantee and Grantee shall return PSE&G's property to its original condition at its sole cost and expense. If Grantee fails to remove said

Equipment within the thirty (30) day period, PSE&G shall have the right to remove and dispose of said Equipment at Grantee's expense. If PSE&G removes said Equipment, any and all amounts due to PSE&G under this Agreement, including the costs of removal and disposal shall be netted and set-off against cash security being held by PSE&G (if any). All costs and expenses incurred by PSE&G in connection with such removal shall be charged to Grantee at PSE&G's Fully Allocated Labor Rate in accordance with Section 10.

4. Compliance. The Equipment shall be installed and maintained in full compliance with the requirements of the current editions of the NESC and the NEC and all applicable federal, state and local laws, regulations and requirements. All work shall be performed in a workmanlike manner and in accordance with all applicable industry standards including the regulations of OSHA, NJDEP and EPA.

5. Work Rule

- A. PSE&G shall direct the Grantee on the location of the Equipment to be installed in the communication space.
- B. All construction, installation and maintenance shall be conducted in a manner so as not to interfere with PSE&G's operations of providing electric related service and in accordance with all applicable laws, rules, regulations and applicable NEC and NESC standards.
- C. All of Grantee's Equipment shall be plainly identified with a firmly affixed tag of a type and with printed identification approved by PSE&G. In the event that Grantee changes its name, assigns its rights through a sale, merger or consolidation, all Equipment shall be retagged at Grantee's expense within ninety (90) days of such change.
- D. Before any work is performed by Grantee, Grantee shall make available at all work sites all necessary traffic and pedestrian safety equipment, rescue apparatus, emergency communications equipment (cellular or PCS telephone or two-way radio capable of contacting emergency services) and at least one physically rescue capable work crew member on the ground at all times.
- E. Only non-metallic components shall be used on PSE&G's utility poles.
- F. Upon completion of all work, Grantee shall remove all of its tools, material, debris, or any similar matter caused by any work performed on or around the poles.
- G. Mark-Out. PSE&G and Grantee shall be independently responsible for "mark-out" of their own Equipment when requested to do so by third parties in connection with excavation in proximity to the Equipment.

6. Escort. Due to the unique nature of PSE&G's electric energy system, the inherent dangers associated with electrical energy and PSE&G's obligation to maintain system reliability and infrastructure security, the Parties agree that where, in the sole discretion of PSE&G, PSE&G determines that an escort is required, PSE&G's division personnel shall provide an escort to be on site as soon as operating conditions reasonably permit. Grantee shall be solely responsible for the costs and expenses associated with the use of a PSE&G representative as an escort. Grantee acknowledges that having a PSE&G or PSEG representative at the site does not in any manner relieve Grantee of its obligations under this Agreement nor will PSE&G's or PSEG's escort be interpreted to mean that PSE&G has assumed any responsibility for the safety of Grantee, its agents, employees or contractors.

7. Application for Attachment and Notification. Grantee must apply for attachment to PSE&G's Communication Space on PSE&G poles by contacting the PSE&G representative at the appropriate Division Headquarter listed below. The appropriate PSE&G division shall be selected by referring to Attachment 1 of this Agreement.

PSE&G - Central Division Headquarters

472 Weston Canal Road
Somerset, NJ 08873
Attention: Paul Nicholas
Email: Paul.Nicholas@pseg.com
Phone: (732) 764-3190

PSE&G - Metropolitan Division Headquarters

150 Circle Avenue
Clifton, NJ 07011
Attention: Joseph Apgar
Email: Joseph.Apgar@pseg.com
Phone: (973) 365-5308

PSE&G Palisades Division Headquarters

325 County Road
Secaucus, NJ 07094
Attention: Onivaldo Rodrigues
Email: Onivaldo.Rodrigues2@pseg.com
Phone: (201)330-6558

PSE&G - Southern Division Headquarters

300 New Albany Road
Moorestown, NJ 08057
Attention: John Felice
Email: John.Felice@pseg.com
Phone: (856) 778-6727

PSE&G - Southern Division Sub-Headquarters

4140 Quakerbridge Road

Lawrenceville, NJ 08648

Attention: John Felice

Email: John.Felice@pseg.com

Phone: (856) 778-6727

8. Notification of Attachment/Removal. Grantee must notify the PSE&G division personnel via email (as identified above) within 24 hours of the installation and/or removal of any Equipment. If email notification is not feasible, Grantee shall notify the PSE&G division personnel or his/her designee via telephone within a reasonable amount of time. Such contact information is set forth in Section 7 (Application for Attachment and Notification).

9. Emergency and Disaster Operations. In the event of an emergency or disaster which results in actual damage to Grantee's Equipment, Grantee or its designee shall, as soon as reasonably possible, contact the PSE&G Customer Service Center via telephone at 1-800-880-PSEG (or 1-800-880-7734) and the Grantee's Representative as set forth in Section 23 (Notices). PSE&G and Grantee shall coordinate their efforts to jointly restore operation of the respective Equipment, but PSE&G's work shall take precedence over any and all operations of Grantee on PSE&G's poles.

10. Relocation or PSE&G Work. In the event that any of the Equipment must be altered, rearranged or relocated, PSE&G will not be responsible for the expense of altering, rearranging or relocating Grantee's Equipment, and PSE&G shall have the option of exercising its rights as provided in Section 3(C) hereof. Grantee shall alter, rearrange or relocate such Equipment within thirty (30) days of notice provided by PSE&G, when required by PSE&G for gas or electric related service, or as required by a court or governmental agency. Such work shall be under the direction of and subject to the supervision and satisfaction of PSE&G. Grantee will cooperate with PSE&G in the alteration, rearrangement or relocation of its Facilities for the purpose of facilitating third-party attachments. Any work performed by PSE&G associated with respect to the pole for said attachments is billable to the Grantee at PSE&G's prevailing Fully Allocated Labor Rate. "Fully Allocated Labor Rate" shall mean that set of rates which are accepted by a regulatory agency, with jurisdiction, which is applied by PSE&G to similarly situated entities for similar work. For any damages or losses incurred by Grantee as a result of such alteration, rearrangement or relocation, redress must be pursued by Grantee against the entity causing the alteration, rearrangement or relocation. During the term of this Agreement, in the event the location of part or all of the pole is in any way altered or moved from the location specified herein, to the extent reasonably practicable, PSE&G shall provide Grantee with at least thirty (30) days prior written notice that such relocation or move is being planned. In the event of such relocation, PSE&G will exercise its reasonable good faith efforts to relocate the Equipment. If Grantee determines that the proposed relocation location is unacceptable, Grantee may terminate this Agreement as to the affected Equipment.

11. Condition of Equipment. If Grantee shall permit any of its Equipment to be out of good order or condition of which PSE&G shall be the sole judge, then, and in that event, upon being

requested to do so by PSE&G, Grantee shall put the same in such order and condition as shall be satisfactory to PSE&G within a reasonable time period or such additional period as PSE&G may require. If Grantee shall fail to correct, PSE&G, at the expense of Grantee, shall cause said Equipment to be removed as set forth in Section 10.

12. PSE&G's Operations. PSE&G shall have no liability for damage to Grantee's Equipment resulting from or arising out of normal operation of, or failure of, PSE&G's equipment or facilities. PSE&G's need to provide continuity of service to its customers shall take precedence over Grantee's work operations and PSE&G shall have the right to suspend Grantee's work to effect such continuity of service. If the suspension is within the control of PSE&G, PSE&G agrees to coordinate and communicate with Grantee of said suspension of service to Grantee's work operation. Notice shall not apply to suspension of service in the event of emergencies.

13. Taxes.

- A. PSE&G shall be responsible for the payment of all taxes or other assessments, which may be levied against the pole and PSE&G's facilities on the pole except as set forth in Section 13(B).
- B. Grantee shall pay (or in the case of taxes imposed directly on PSE&G, reimburse PSE&G for) all sales, use, excise and other taxes and all assessments which may be levied as a result of the existence of, or the use of or business facilitated by the Facilities.

14. Insurance Coverage.

1. Coverages. Prior to the start of any work or the occupancy of PSE&G's Property, Grantee, its contractors, and any third parties utilizing Grantee's Equipment on PSE&G's equipment or facilities, shall provide at its own expense and maintain during the term of this Agreement the following minimum insurance in forms and with insurance companies acceptable to PSE&G:

A. Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability insurance with a minimum limit of \$1,000,000 each occurrence.

B. Comprehensive General Liability insurance (occurrence form) including Premises, Contractual Liability, Products Liability, Completed Operations, Independent Contractors, Broad Form Property Damage and coverage for damage caused by Explosion, Collapse or structural injury and damage to Underground utilities with the following minimum limits of liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

C. Comprehensive Automobile Liability insurance including coverage for all owned, non-owned and hired automobiles used by the Carrier in the performance of the Agreement with the following minimum limits of liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

D. Pollution/Environmental Liability insurance with a minimum limit of \$5,000,000 per each occurrence where any work involves the disposal, handling, or transportation of hazardous or toxic wastes or substances.

E. Umbrella and /or Excess Insurance with a minimum limit of \$10,000,000 per each occurrence to apply in excess of coverage outlined in Employer's Liability, Commercial General, and Commercial Automobile insurance above, which are scheduled as primary.

2. Additional Coverages. PSE&G reserves the right at any time, including after any PSE&G Property has been occupied or any work has begun, to require Grantee to procure and maintain additional coverages or limits and Grantee shall furnish such additional insurance or limits.

3. Additional Insured Endorsement. All liability insurance policies shall name PSE&G and its successors and assigns, as additional insureds and Grantee shall maintain the required coverages, naming PSE&G as an additional insured, for a period of not less than two (2) years following the date on which the last License entered into under this Agreement terminates to support the contractual obligations assumed by the Carrier in acceptance of this Agreement and provide that this coverage is primary and without right of contribution from insurance carried by PSE&G. PSE&G shall have the right, at its option, to require Carrier to provide certified copies of all insurance policies evidencing the coverage required under this section.

4. Evidence of Insurance. Prior to the start of any work or the occupancy of PSE&G's Property, Grantee shall deliver to PSE&G's Representative) evidence of the required insurance coverage in the form of Certificates of Insurance acceptable to PSE&G. Grantee will provide at least thirty (30) days prior written notice, ten (10) days written notice in the case of nonpayment of premium, to PSE&G of cancellation of any required coverage that is not replaced. PSE&G may inspect any or all policies of insurance at any time.

5. Failure to Obtain and Maintain Insurance. Failure to obtain and maintain the insurance required under this Agreement shall constitute a material breach of this Contract and Grantee shall be liable for any and all costs, liabilities, and damages, (including attorneys' fees, court costs, and settlement expenses) resulting to PSE&G from such breach. If Grantee fails to provide the required insurance, PSE&G may, at its

option, procure said insurance at Grantee's expense.

6. Grantee's Obligations Not Limited. The insurance requirements set forth above are to protect PSE&G and PSE&G's Affiliates from any and all claims by third parties, including employees of Grantee, its agents, subcontractors, and invitees. Said insurance, however, will in no manner relieve or release Grantee, its agents, subcontractors, and invitees from, or limit their liability as to, any and all obligations assumed under this Agreement, including the obligation to defend, indemnify, and hold harmless PSE&G and PSE&G's Affiliates as set forth in this Agreement. PSE&G may carry Builder's Risk insurance to protect its property erected or stored on the premises awaiting installation. PSE&G shall have no liability for damage to or loss of Grantee's tools, equipment, records, construction materials or facilities.

7. Grantee's Claims Notification Requirements. Grantee shall notify PSE&G's Corporate Claims Department of any accidents arising out of work performed under this Agreement by immediately telephoning its main office at 973-912-3843 from 8:00 am to 4:30 pm on business days; or the Claims On-Duty Officer at the Security Command center at 1-888-542-1119 after hours and on weekends; and in writing within twenty-four (24) hours after the occurrence. Such notice shall not relieve either Party of its obligations under this Agreement or be construed to be other than a mere notification.

15. Indemnification and Hold Harmless Protection. Grantee shall defend, indemnify and hold PSE&G harmless from and against any and all damages, liability, claims, suits, demands, actions and causes of action of any nature whatsoever, including bodily injury or death to person or payments made under any Worker's Compensation Law or under any plan for employees disability or death benefits, except as otherwise prohibited by law, which PSE&G may suffer or incur as a result of any act or omission of Grantee, and/or their employees, agents or subcontractors relating to the use or occupation of the licensed overhead Equipment. The provisions of this paragraph shall not apply to the extent that such losses are caused by the sole negligence, gross negligence or willful misconduct of PSE&G and/or its employees, agents, contractors, and subcontractors. For the purposes of this paragraph, Grantee hereby waives any defenses, immunities or rights it may have under any Worker's Compensation Statute.

16. Limitation of Liability. It is expressly agreed that neither PSE&G nor Grantee shall be liable to the other for any special, incidental, indirect, or consequential loss or damages whatsoever (including lost profits or revenue), whether claims for said loss or damages are premised on contract, tort (including negligence), or otherwise, arising out of or caused by any acts or omission on the part of either party hereto, its employees, agents, contractors, subcontractors or invitees; provided, however, should Grantee be in violation of Section 6 hereof, this limitation of liability shall be inapplicable as applied to Grantee.

17. Damage to PSE&G Property. Grantee shall exercise reasonable caution to avoid damage to facilities of PSE&G and hereby assumes all responsibility for any and all loss for such damage caused by Grantee, its employees, agents, contractors or subcontractors. Grantee shall make immediate report to PSE&G of the occurrence of any such damage as provided for in Sections 8 and

25 and hereby agrees to reimburse PSE&G for the expense incurred in making repairs to any of said damaged facilities.

18. Default.

- A. If Grantee is in default on any term of this Agreement, and such default, in PSE&G's sole opinion, could result in physical harm or damage to persons or equipment ("safety default"), PSE&G may take immediate action to correct such safety default and provide notice as soon as reasonable to Grantee. Any costs and/or expenses associated with such action shall be charged to Grantee at PSE&G's Fully Allocated Labor Rate as set forth in Section 10. Should Grantee have more than two safety defaults within a one-year period, PSE&G may terminate the license upon ten (10) days written notice to Grantee.
- B. Except as provided for in Section 17, should Grantee be in default of any term of this Agreement, PSE&G shall notify Grantee of such default in writing. Grantee shall have thirty (30) days from the date of such notification, or such other additional period of time PSE&G may approve, in which to cure such default to PSE&G's reasonable satisfaction. Should Grantee fail to cure such default and should PSE&G at any time wish to revoke the license hereby granted, it shall do so by giving ten (10) days written notice to Grantee and Grantee shall remove and dispose of its Equipment in accordance with Section 3(E) hereof. If Grantee shall fail to cure a default within the time provided, any and all amounts due to PSE&G under this Agreement, shall be netted and set-off against cash security being held by PSE&G.
- C. Should PSE&G be in default of any term of this Agreement, Grantee may notify PSE&G of such default in writing. PSE&G shall have thirty (30) days from the date of such notification, or such other additional period of time Grantee may approve, in which to cure such default to Grantee's reasonable satisfaction.

19. Fees.

- A. License Preparation fee: Grantee will pay to PSE&G the sum of One Thousand Dollars (\$1,000.00) which covers the preparation of this Agreement.
- B. Annual Charge. Grantee shall pay to PSE&G an annual license fee charge (the "Annual Fee") of \$28.06 per Equipment per pole. This Annual Fee shall be reviewed/adjusted every year of this Agreement or any renewal thereof, using the Effective Date of this Agreement, beginning with the second annual payment by Grantee, by an amount equal to the greater of (a) three percent (3%), or (b) the change in the "Consumer Price Index for the Northeast Region - Series ID CUURS12ASA0, All items in New York-Newark-Jersey City, NY-NJ-PA, all urban consumers, not seasonally adjusted - ("CPI") for the previous year. In the event the CPI is converted to a different standard or otherwise revised, said fees shall

be adjusted according to the new standard or revision as published by the Bureau of Labor Statistics or its successors.

C. Due Date. The Annual Fee for the first year shall be prorated from the date of completion of installation and due to PSE&G within thirty (30) days of the completion of installation. For subsequent years, PSE&G shall invoice Grantee for the Annual Fee on the anniversary of the Effective Date and shall be due to PSE&G within thirty (30) days of an invoice submitted by PSE&G. All other payments hereunder shall also be due within thirty (30) days of receipt of an invoice.

D. Interest. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. "Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus one percent (1%), or (b) the maximum rate permitted by applicable law.

20. Liens and Encumbrances. Grantee shall have no power, authority or right to create and will not permit any mechanics', artisans' or materialmen's lien or other encumbrance chargeable to or through Grantee to be established or remain on PSE&G's facilities or the Equipment; provided, however, that should any lien or encumbrance chargeable to Grantee attach to PSE&G's licensed poles, Grantee shall pay, discharge or remove such lien or encumbrance prior to delinquency or contest the same or the validity thereof in good faith by appropriate proceedings which shall operate to prevent the collection of such lien or encumbrance.

21. Warranties. Except as expressly set forth in this Section, PSE&G does not warrant or in any way assure the rights of Grantee to install its Equipment. Grantee is solely responsible for securing any rights that it may require to locate its Equipment in the public streets containing the subject PSE&G poles. Further, Grantee represents that it will have such rights at the time of installation of Grantee's Equipment.

22. Governmental Approvals. Grantee is solely responsible for securing and continuing any and all necessary consents, approvals, franchises, permits or licenses from Federal, State, County or Municipal authorities and from the owners of property, which allow Grantee to install and maintain its Equipment on the licensed poles. At PSE&G's request, Grantee shall submit to PSE&G evidence thereof satisfactory to PSE&G. The act of making any installation in any part of PSE&G's system shall constitute a representation to PSE&G that all such requirements have been satisfied.

23. Assignment. PSE&G may assign this Agreement and all rights and obligations thereunder, to any affiliated company of Public Service Enterprise Group or its successors. Grantee may assign this Agreement upon thirty (30) days prior written notice to PSE&G and upon written approval of such assignment by PSE&G, which approval shall not be unreasonably withheld.

24. Condemnation.

- A. In the event any pole becomes the subject of condemnation proceedings, Grantee's rights and interest in the pole and the Equipment shall be severed from PSE&G's interest in the proceedings and any condemnation awards shall be specifically allocated between Grantee's interest, if any, and PSE&G's interest. Grantee shall have the right to independently pursue its rights and protect its license interest in the pole and the Equipment during the course of any such condemnation proceedings.
- B. PSE&G shall use reasonable efforts to notify Grantee in writing, within seventy-two (72) hours, of any condemnation action (or threatened action) filed against the pole, the Equipment or any portion thereof, that affects the covert security equipment, or any proposed sale in lieu of condemnation, but in no event later than thirty (30) days after PSE&G has received written notice of such condemnation action.

25. Notices. All notices, requests or other communication (other than those normally required during the construction process) under this Agreement or required by law shall be in writing and shall be deemed validly given if sent by recognized overnight carrier, electronic mail or certified mail, return receipt requested, effective upon receipt or refusal. Notices should be addressed as follows:

If to PSE&G (General Inquiries):

Public Service Electric and Gas Company
80 Park Plaza, T-18
Newark, New Jersey 07102
Attention: PSE&G Third Party Attachments
Email: PSEG-FiberOptics-Inquiry@pseg.com
24-Hour Emergency Phone Number: 800-880-7734

If to PSE&G (Billing and Contract Matters):

Public Service Electric and Gas Company
80 Park Plaza, T-18
Newark, New Jersey 07102
Attention: Third Party Attachment Billing
Email: [REDACTED]

If to PSE&G (Security Inquiries, if applicable):

PSEG Services Corporation
Enterprise Credit Risk
80 Park Plaza, 17th Floor
Newark, New Jersey 07101
Attention: Patricia Siegel
Email: Patricia.Siegel@pseg.com

If to Grantee:

Nile Clements, Chief Financial Officer, The City of Orange Township
Address: 29 N. Day Street, Orange NJ 07050
Telephone: 973-952-6113
Email: nclements@orangenj.gov

All notices, demands or request regarding credit and posting of cash security or deposit transfers shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods).

Either Party may change the designated recipient of notices by so notifying the other Party in writing in accordance hereof.

26. Obligations of Grantee. Grantee shall be solely responsible for the operation, maintenance and repair of the Grantee's Equipment, so as to assure continuing conformity with the specifications, including, without limitation, continual monitoring of the Grantee's network, fault location, and maintenance and replacement equipment as required.

27. Governing Law; Jurisdiction; Waiver of Jury Trial. The Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without reference to the principles of conflicts of law. Any disputes regarding this Agreement shall be litigated before the NJBPU or before any state or federal court of competent jurisdiction. Any legal claim, suit, proceeding, or action brought against Grantee shall be brought in New Jersey state courts or, if the claim, suit, proceeding, or action is to be brought in federal court, in the United States District Court for the District of New Jersey. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by registered or certified mail, postage prepaid, return receipt requested, to each of the Parties at its address set forth herein. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.**

28. Legal Forum. This Agreement shall be interpreted, construed and enforced in accordance with the internal laws of the State of New Jersey without giving effect to its principles of conflicts of law. Any disputes regarding this Agreement shall be litigated in a court in the State of New Jersey.

29. Force Majeure.

A. TIME OF PERFORMANCE IS OF THE ESSENCE, however, if Grantee is

delayed in the performance of any of its obligations under this Agreement (other than Grantee's payment obligations to PSE&G) by any act or neglect of PSE&G or any cause beyond Grantee's control or by any cause which PSE&G shall in its sole and absolute discretion determines justifies the delay, then for all such delays Grantee shall be allowed one (1) calendar day additional to the time limitations stated in this Agreement for each and every day of such delay so caused in the progress or completion of its obligations hereunder to be ascertained in PSE&G's sole and absolute discretion and a similar allowance of extra time will be made for such other delays as PSE&G may find to have been caused by PSE&G.

B. Grantee shall use a high degree of care, skill, diligence, professional knowledge, judgment and expertise to avoid delay and shall keep PSE&G informed via written notice of any event which may delay performance of Grantee's obligations. Delay in the Grantee's receipt of subcontracted work, including materials, for reasons beyond the control of its subcontractor(s) shall not be excusable hereunder if the work, including materials are available to Grantee from alternative or other source(s).

C. Grantee shall, within twenty-four (24) hours from the beginning of any delay (unless PSE&G grants a further period of time), provide written notice to PSE&G of the cause(s) of delay. No extensions of time shall be made for any one or more delays unless within three (3) business days after the beginning of such delay a written request for additional time shall be submitted to PSE&G. In a case of a continuing cause of delay, only one request shall be necessary.

D. Grantee's full compliance with the requirements of this Section shall be a condition of receiving any extension of time, and Grantee's failure to comply with these requirements shall constitute a waiver of any extension of time.

E. Nothing within this Section shall prevent PSE&G from exercising its termination or suspension rights.

30. Security Requirement.

A. If requested by PSE&G, Grantee shall post security in the form of cash to PSE&G prior to its Facilities being installed on the System Route. The cash security shall be the equivalent of (1) the Annual Fee, (2) the cost of removal of the Facilities and (3) the cost of disposal. The security will be held by PSEG as security for the term of the Agreement.

B. If request by PSE&G at any time during the term of this Agreement (notwithstanding whether a Default has occurred), the Annual Fees, cost of removal of the Facilities or Disposal of the Facilities exceeds the Grantee's cash security held, then PSE&G on any Business Day, may request the Grantee provide cash in an amount equal to the amount to cover such deficient amount. Grantee shall post such additional cash security within 15 days from receipt of such written notice. In the event that the Grantee fails to provide such security when due, then such failure shall be deemed a Default under Section 18.

- C. The cash security posted will be returned to Grantee when the term of this Agreement has expired and all monies owed PSE&G have been paid. PSE&G will return the surplus cash security within 15 days from receipt of written notice.
- D. To secure its obligations under this Agreement and to the extent that the Grantee delivered cash security hereunder, the Grantee hereby grants to PSE&G a present and continuing interest in, and lien on (with rights of set-off against), and assignment of, all cash collateral resulting there from, whether now or hereafter held by, on behalf of, or for the benefit of PSE&G, and Grantee and PSE&G agree to take such action as reasonably required to perfect PSE&G's first priority security interest in, and lien on, such collateral. Upon or any time after the occurrence and during the continuation of a Default, PSE&G may do any one or more of the following: (i) exercise any of the rights and remedies of PSE&G with respect to all cash security posted, including any such rights and remedies under law then effect; (ii) exercise its right of set-off; and (iii) liquidate all cash security held by or for the benefit of PSE&G free from any claim. PSE&G shall apply the proceeds of the cash security/collateral realized upon the exercise of such rights or remedies to reduce the Grantee's obligation under the Agreement, subject to the PSE&G's obligation to return if any surplus proceeds remaining after such obligations are satisfied.

31. Scope of Agreement and Amendments.

- A. Grantee and PSE&G acknowledge that the terms of this Agreement are specific to the Project referenced herein and that such terms are not necessarily applicable to any future Grantee project.
- B. This Agreement shall be revised, supplemented or amended only by the Parties' mutual consent in writing, signed by the parties hereto, and such amendment shall become a part hereof.

32. Timely Completion of Installation. Grantee shall have a time period of six (6) months from the date of execution of this Agreement to complete the installation of its Equipment in the licensed poles. This time period may be extended for up to another six (6) months at the sole discretion of PSE&G. If Grantee fails to complete installation of its Equipment in the licensed poles within the time allotted, or any extension thereof, under the terms of this Section, then this Agreement shall automatically terminate, and PSE&G shall have no further obligation to Grantee hereunder. However, Grantee shall remain liable for the payment of all fees, removal, disposal and other fees that may be due or payable up to the date that this Agreement terminates under the terms of this Section.

33. Entire Agreement. This Agreement and all Exhibits hereto constitute the entire agreement of the Parties insofar as the subject matter hereof and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the Parties, regarding the specific license referenced herein.

34. Third Party Rights. Nothing in this Agreement is intended to create any rights in any third parties.

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35. Waiver. If either Party fails to enforce its rights in the event of a breach of any provision of this Agreement, such failure shall not be construed as a continuing waiver of other breaches of the same or other provisions.

36. Severability. If any term or provision of this Agreement shall be determined by a regulatory agency with proper jurisdiction or a court of competent jurisdiction to be invalid, the remaining terms and provisions hereof shall remain in effect only to the extent that the Parties agree that such modification will not result in a material change in the Agreement. Should the Parties be unable to agree, this Agreement and every licensed attachment shall terminate three (3) months thereafter.

(Signature page follows)

IN WITNESS WHEREOF, PSE&G and Grantee have entered into this Agreement as of the Effective Date written above.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By: _____

Name: _____

Title: _____

GRANTEE: CITY OF ORANGE TOWNSHIP

By: _____

Name: _____

Title: _____

ATTACHMENT 1

LISTING OF COUNTIES AND TOWNS

Central Division

Berkeley Heights	Garwood	Montgomery	Somerville
Bound Brook	Greenbrook	Mountainside	So. Bound Brook
Branchburg	Highland Park	New Bruns. Twp.	South Brunswick
Bridgewater	Hillsborough	North Brunswick	South Plainfield
Carteret	Hillside	North Plainfield	South River
Clark	Kenilworth	Perth Amboy	Springfield
Cranford	Linden	Piscataway	Union
Dunellen	Manville	Plainfield	Warren
East Brunswick	Metuchen	Rahway	Watchung
Edison	Middlesex	Raritan	Westfield
Elizabeth	Millstone	Roselle	Winfield
Fanwood	Milltown	Roselle Park	Woodbridge
Franklin	Monro	Scotch Plains	

Southern Division

Allentown	East Windsor	Magnolia	Princeton Twp.
Audubon	Edgewater Park	Mansfield	Rocky Hill
Audubon Park	Evesham	Monroe	Riverside
Barrington	Ewing	Maple Shade	Riverton
Bellmawr	Fieldsborough	Medford Lakes	Runnemede
Beverly	Franklin	Medford Twp.	South Brun. Twp.
Bordentown City	Florence	Merchantville	Somerdale
Bordentown Twp.	Gloucester City	Moorestown	Southampton
Brooklawn	Glouceser Twp.	Mount Ephraim	Springfield
Burlington City	Haddon Twp.	Mount Holly	Travistock
Burlington Twp.	Haddonfield	Mount Laurel	Trenton
Camden	Haddon Heights	Montgomery	Upper Freehold
Cherry Hill	Hainesport	National Park	Voorhees
Chesterfield	Hamilton	New Hanover	Washington
Cinnaminson	Hillsborough	North Hanover	Westampton
Collingswood	Hi-Nella Borough	Oaklyn	West Deptford
Cranbury	Hopewell Borough	Palmyra	Westville
Delanco	Hopewell Twp.	Pemberton	West Windsor
Delran	Lawnside	Pennington	Willingboro
Deptford	Lawrence	Pennsauken	Winslow
East Amwell	Lower Alloways Creek	Plainsboro	Woodbury
Eastampton	Lumberton	Princeton	Woodbury Heights
		Princeton Borough	Woodlynne

Metro Division

Belleville	Fair Lawn	Millburn	Prospect Park
Bloomfield	Garfield	Montclair	Roseland
Caldwell	GlenRidge	Newark	Saddlebrook
Cedar Grove	Haledon	North Caldwell	South Orange
Clifton	Hawthorne	North Haledon	Totowa
East Orange	Irvington	Nutley	Union
Elmwood Park	Lincoln Park	Oakland	Verona
Essex Fells	Little Falls	Orange	Wallington
Elizabeth	Livingston	Passaic	Wayne
Fairfield	Maplewood	Paterson	West Caldwell
			West Orange

Palisades Division

Bayonne	Guttenberg	Moonachie	Saddle Brook
Bergenfield	Hackensack	New Milford	Saddle River
Bogota	Harrison	North Arlington	Secaucus
Carlstadt	Hasbrouck Heights	North Bergen	South Hackensack
Cliffside Park	Haworth	Old Tappan	Teaneck
Cresskill	Hillsdale	Oradell	Tenafly
Dumont	Hoboken	Palisades Park	Teterboro
East Newark	Hohokus	Paramus	Union City
East Rutherford	Jersey City	Park Ridge	Waldwick
Edgewater	Kearny	Ridgefield	Washington Twp.
Emerson	Leonia	Ridgefield Park	Weehawken
Englewood	Little Ferry	Ridgewood	West New York
Englewood Cliffs	Lodi	River Edge	Westwood
Fairview	Lyndhurst	River Vale	Woodcliff Lake
Fort Lee	Maywood	Rochelle Park	Wood Ridge
Glen Rock	Midland Park	Rutherford	Wyckoff

EXHIBIT A

PSE&G SUREVEILLANCE CAMERA SPECIFICATIONS

EXHIBIT B

**APPLICATION AND LICENSE AGREEMENT
FOR
SURVEILLANCE CAMERA POLE ATTACHMENT**

In accordance with the terms of the Distribution Pole Attachment License Agreement for Overt Surveillance Equipment dated October , 2023 granted by PSE&G to the CITY OF ORANGE TOWNSHIP, application is hereby made for Grantee to make attachments to the following poles.

Municipality: **CITY OF ORANGE TOWNSHIP**

Pole Number	Street Address	Comments, Cross St., Adj. Poles, etc.
E60669	Washington Street and Dodd Street	Jointly owned by Verizon and PSEG
Light Pole	Washington Street and Dodd Street	PSEG solely owned pole
VZ61119	Washington Street and Dodd Street	Jointly owned by Verizon and PSEG
VZ61751	High Street and Lakeside Avenue	Jointly owned by Verizon and PSEG
PS3295OR	Park Avenue and N. Center Street	PSEG solely owned pole
2236	Park Avenue and N. Center Street	Jointly owned by Verizon and PSEG
VZ61984	Park Street and Wallace Street	Jointly owned by Verizon and PSEG
Light Pole	Lincoln Avenue and Henry Street	PSEG solely owned pole
BT788 OR	S. Essex Avenue and Mechanic Street	Jointly owned by Verizon and PSEG
60412	Central Place and Wilson Place	Jointly owned by Verizon and PSEG
61251	Central Place and Wilson Place	Jointly owned by Verizon and PSEG
4438	Highland Avenue and Lincoln Avenue	PSEG solely owned pole
60638	Scotland Road and Haywood Avenue	Jointly owned by Verizon and PSEG
211 OR	Scotland Road and Haywood Avenue	PSEG solely owned pole
60637 OR	Scotland Road and Haywood Avenue	Jointly owned by Verizon and PSEG
61370	Argyle Avenue and Valley Street	Jointly owned by Verizon and PSEG

Total Poles Added to License 16

APPLICANT: CITY OF ORANGE TOWNSHIP

By: _____

Name: _____

Title: _____

License is granted to the CITY OF ORANGE TOWNSHIP, on this day of October, 2023 to attach to the poles specified in this application and subject to the terms and conditions of the Surveillance Camera License Agreement granted on _____.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By: _____

Name: _____

Title: _____

Orange PD – Video Surveillance
PSE&G / Verizon Pole #s

- 1) Washington St & Dodd St
 - a. E60669 – Joint owned Pole Verizon / PSE&G
 - b. Light pole – PSE&G solely owned pole
 - c. VZ61119 – Joint owned Pole Verizon / PSE&G

- 2) High St & Lakeside Ave
 - a. VZ61751 – Joint owned Pole Verizon / PSE&G

- 3) Park Ave & N Center St
 - a. PS3295OR – PSE&G solely owned pole
 - b. No # - Wood Poles in the area are Joint owned poles Verizon / PSEG
 - c. No # - Wood Poles in the area are Joint owned poles Verizon / PSEG

- 4) Park St & Wallace St
 - a. VZ61984 – Joint owned Pole Verizon / PSE&G

- 5) Lincoln Ave & Henry St
 - a. Light pole – PSE&G solely owned pole

- 6) S Essex Ave & Mechanic St
 - a. 60450 – Joint owned Pole Verizon / PSE&G

- 7) Central Pl & Wilson Pl
 - a. 60412 – Joint owned Pole Verizon / PSE&G
 - b. 61251 – Joint owned Pole Verizon / PSE&G

- 8) Highland Ave & Lincoln Ave
 - a. 4438 – PSE&G solely owned pole

- 9) Scotland Rd & Haywood Ave
 - a. 60638 – Joint owned Pole Verizon / PSE&G
 - b. 211 OR – PSE&G solely owned pole
 - c. 60637OR – Joint owned Pole Verizon / PSE&G

- 10) Argyle Ave & Valley St
 - a. 61370 – Joint owned Pole Verizon / PSE&G

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Iglesia Pentecostal
La Sencia Antigua

United Methodist
Church in Orange

The Church of God
of the Nazarene

Park Avenue
Elementary School

P# PS3295

Google Earth Imagery date: 8/17/20

60 m

Camera: 424 m 40°46'34"N 74°13'31"W 49 m

