

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT (“Agreement”) made as of the date this Agreement is executed on behalf of the Town, is entered into by and between the **TOWN OF NORTH HEMPSTEAD** (the “Town”), a municipal corporation duly organized and validly existing under the laws of the State of New York (the “State”), with its principal office located at 220 Plandome Road, Manhasset, New York 11030, and **(NAME OF CONTRACTOR)** (THE “Contractor”), (TYPE OF ENTITY) having a principal place of business at (ADDRESS OF CONTRACTOR) (the Town and the Contractor are hereinafter referred to, jointly, as the “Parties,” and each is, severally, a “Party”).

WHEREAS, Contractor desires to operate a communications network and for the purposes of operating such network; and

WHEREAS, Contractor has requested that the Town grant it the right to locate, attach, install, operate, and maintain equipment in the public Rights-of-Way (as hereinafter defined) on facilities owned by the Town as well as facilities owned by third parties; and

WHEREAS, pursuant to a duly-adopted resolution of the Town Board, the Town has been authorized to execute this Agreement.

NOW, THEREFORE, pursuant to the terms, provisions, covenants and conditions more fully set forth below, the Parties hereto agree as follows:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1. “Attachment” means the placement, attachment or installation of one or more items of Equipment on, over, under or within the Town ROW (as the term is defined below) or to any Municipal Facility.

1.2. “Decorative Streetlight Pole” shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

1.3. “Equipment” means any and all radios, amplifiers, optical converters, multiplexers, antennae, cables, wires, conduits, innerducts, pedestals, boxes, cabinets, primary and auxiliary power supplies, power meters, support structures, mounting hardware, and all related or ancillary devices which may be owned by Contractor or Contractor’s customers which shall be installed, maintained, operated or used by Contractor to provide Service. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit “A” and incorporated herein by reference.

1.4. “Fee” means any one-time or recurring amount to be paid by Contractor pursuant to this Agreement. Without limiting the generality of the foregoing, “Agreement Fees”

means Fees paid in consideration of the Town's execution of this Agreement, "Municipal Use Fees" means Fees paid in consideration of Attachments to Municipal Facilities, and "ROW Fees" means Fees paid to cover the reasonable costs for TOWN to administer access to its ROW.

1.5. "Installation Date" shall mean the date that the first Equipment is installed by Contractor pursuant to this Agreement.

1.6. "Laws" means any and all statutes, constitutions, local laws, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Municipality or other governmental agency having jurisdiction over the parties to this Agreement.

1.7. "Municipal Facilities" means Town-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, or other Town-owned structures located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.8. "Network" means a network of one or more Nodes operated by Contractor in the Town to serve its wireless customers.

1.9. "Node" means all Equipment located upon a single structure, whether the structure is a Municipal Facility, Utility Infrastructure or a structure installed by the Contractor.

1.10. "Public Right-of-Way" or "ROW" means the public ways listed in Schedule A attached hereto and made a part hereof that are owned by or otherwise subject to the jurisdiction and control of the TOWN, including without limitation, all space in, upon, above, along, across, under, and over the ROW. This term shall not include county, village, state, or federal rights of way or any property owned by any person or entity other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.

1.11. "Services" means the telecommunication services provided through the Network.

1.12. "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

1.13. "Utility Infrastructure" means existing poles and/or conduits owned or controlled by public or private utility companies, other than Town-owned utility companies that are located in the ROW.

2. TERM. This Agreement shall extend for a term of ten (10) years commencing upon execution of this Agreement by the Town (the "Commencement Date"), unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Agreement may be renewed automatically for two (2) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless Contractor notifies the Town of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant

renewal term. This Agreement shall not be automatically renewed if Contractor has violated any provision in this Agreement, or is otherwise in violation or breach of this agreement.

3. SCOPE OF AGREEMENT. Any and all rights expressly granted to Contractor under this Agreement, which shall be exercised at Contractor's sole cost and expense, shall be subject to the prior and continuing right of the Town under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Contractor a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to an appropriate complete application being filed by the Contractor and the reasonable review and approval of the Town prior to any such work being performed.

3.1. Attachment to Municipal Facilities. Subject to receipt of all required municipal approvals and permits, including any permits required by Chapter 75 of the Town Code of the Town of North Hempstead, the Town hereby authorizes and permits Contractor to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. Contractor may install or have installed electric services to the Equipment so long as the service is separately metered such that the Contractor is the account holder with the appropriate utility company and the Contractor pays all charges for utility service, at its sole cost and expense, directly to the appropriate utility. The Town shall not be responsible for the provision of, or payment for, electric or other utility service. A denial of an application for the attachment of Equipment to Municipal Facilities shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Contractor's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A and the requirements of Chapter 75 of the Town Code of the Town of North Hempstead. Notwithstanding anything to the contrary herein, attachment to Decorative Streetlight Poles shall be discretionary and subject to the Town's approval in each instance.

3.2. Attachment to Third-Party Property. Subject to receipt of all required municipal approvals and permits, including any permits required by Chapter 75 of the Town Code of the Town of North Hempstead, the Town hereby authorizes and permits Contractor to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on existing Utility Infrastructure, poles or other structures owned by public utility companies or other property owners located within the ROW, subject to Contractor obtaining a utility easement or other suitable form of written permission from the public utility company or property owner, as the case may be. Upon request, Contractor shall furnish to the Town documentation in a form reasonably acceptable to the Town of such permission from the individual utility or property owner responsible. A denial of an application for the attachment of Equipment to third-party-owned poles or structures in the ROW shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Contractor's Equipment if the Equipment proposed for such application substantially conforms

to one of the approved configurations and the Equipment specifications set forth in Exhibit A and Chapter 75 of the Town Code of the Town of North Hempstead. Where third-party property or a Municipal Facility is not available for attachment of Equipment, Contractor may install its own utility poles in the ROW, subject to the provisions of Chapter 75 of the Town Code of the Town of North Hempstead.

3.3 Preference for Municipal Facilities. In any situation where Contractor has a choice of attaching its equipment to either Municipal Facilities or third-party-owned property in the ROW, Contractor agrees to attach to the Municipal Facilities, provided that (i) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (ii) the rental fee and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to Contractor of attaching to the third-party-owned property.

3.4. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Contractor shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

3.5. Compliance with Laws. Contractor shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

3.6 Replacement of Trees. Contractor shall be responsible for the replacement of any trees removed or reduced as a result of its activities in the ROW in accordance with Chapter 20A of the Town Code of the Town of North Hempstead.

4. COMPENSATION; UTILITY CHARGES. Contractor shall be solely responsible for the payment of all lawful fees described within this Section 4 in connection with Contractor's performance under this Agreement, including those set forth below.

4.1. Agreement Fee. In consideration of the Town's execution of this Agreement, the Contractor shall pay the Town the sum of \$500.00 upon execution of this Agreement, which shall permit (subject to the provisions of this Agreement) the installation of up to five (5) Nodes within the ROW. In the event that the Contractor installs more than five (5) nodes within the ROW, the Contractor shall pay the Town an additional \$100.00 per Node installed within the ROW, payable upon application for the installation of each additional Node. In the event that the Contractor applies to install a new pole within the ROW, the Contractor shall pay the Town the sum of One Thousand and 00/100 Dollars (\$1,000.00), payable upon application for the installation of the new pole.

4.2. Right-of-Way Fees. In order to compensate the Town for the reasonable costs of administering Contractor's entry upon and deployment of Nodes within, over or under the

ROW, Contractor shall pay to the Town the sum of Two Hundred Seventy and 00/100 Dollars (\$270.00) per Node installed in the ROW (the "ROW" Fee"), payable annually within forty-five (45) days of each anniversary of the term of this Agreement. In the event that a Node is installed upon a Municipal Facility, the ROW Fee for such Node shall be Four Hundred and 00/100 (\$400.00) payable annually within forty-five (45) days of each anniversary of the term of this Agreement. The ROW Fee shall be computed by multiplying the applicable ROW Fees by the number of Nodes installed by Contractor within the geographic boundaries of the TOWN within all or any part of the twelve (12) month period prior to each anniversary of the Commencement Date. Subject to Section 5.3, Contractor may remove any Equipment or Attachments in the ROW at any time and the corresponding ROW Fees shall cease upon removal. Prior to removal of any Equipment or Attachments, or replacement of any Equipment or Attachments, Contractor shall complete and file with the Town an application on forms provided by the Town for such purposes.

4.3. CPI Adjustment. Effective commencing on the fifth (5th) anniversary of the Commencement Date, and continuing on each fifth (5th) anniversary thereafter during the term and any renewals thereof, the ROW Fee with respect to the ensuing five-year period shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, measured from the beginning of the previous five (5) year period to the end of the previous five (5) year period, for the New York-Northern New Jersey-Long Island, NY-NJ-PA Metropolitan Statistical Area.

4.4. Other Fees and Compensation. The foregoing fees are in addition to and not in lieu of any other non-discriminatory administrative fees and charges, imposed by the Town in connection with the issuance of construction permits, provision of copies of records, etc.

4.5. Electricity Charges. Contractor shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and applicable tariffs. Electrical powering of any of Contractor's Equipment and/or Attachments shall be separate from the electrical service powering the Municipal Facilities.

5. CONSTRUCTION. Contractor shall comply with all applicable federal, State and Town technical specifications and requirements and all applicable state and local codes related to the construction, installation, operation, maintenance, and control of Equipment installed in the ROW and on Municipal Facilities in the Town, including, but not limited to, Chapters 2 and 75 of the Town Code of the Town of North Hempstead. Contractor shall not attach, install, repair, replace, maintain and operate any Equipment in or on the ROW and/ or on Municipal Facilities without the prior written approval of the Town for each location.

5.1. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of a pole or the Equipment in the ROW shall require any permits, Contractor shall, if required under applicable municipal ordinances (including, but not limited to, Chapter 75 of the Town Code of the Town of North Hempstead), apply for the appropriate permits and pay any required permit fees. The Town shall promptly respond to Contractor's requests for permits in accordance with all applicable laws, rules and regulations. In addition to all

requirements of Chapter 75 and this Agreement, Contractor shall construct its Network in accordance with all applicable current and future Town regulations, ordinances, and local laws.

5.2. Location of Equipment. The proposed locations of Contractor's planned initial installation of Equipment shall be provided to the Town promptly after Contractor's review of available street light maps and prior to deployment of the Equipment. Upon the completion of installation, Contractor shall furnish to the Town a pole list showing the exact location of the Equipment in the ROW.

5.3. Relocation and Displacement of Equipment. Contractor understands and acknowledges that the Town may require Contractor at the Contractor's expense to relocate one or more of its Equipment installations. Contractor shall, at the Town's direction, relocate such Equipment at the Contractor's sole cost and expense, whenever Town reasonably determines that the relocation is needed for any of the following purposes: (a) the construction, completion, repair, relocation, or maintenance of a Town project; (b) the Equipment is interfering with or adversely affecting proper operation of Town-owned light poles, traffic signals, or other Municipal Facilities; or (c) the protection or preservation of public health or safety. In any such case, the Town shall use good faith efforts to afford Contractor a reasonably equivalent alternate location. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform Contractor of the displacement or removal of any Municipal Facility on which any Equipment is located. If Contractor fails to relocate any Equipment as requested by the Town within a reasonable time under the circumstances in accordance with the foregoing provision, the Town shall be entitled to relocate the Equipment at Contractor's sole cost and expense, without further notice to Contractor.

5.4. Relocations at Contractor's Request. In the event Contractor desires to relocate any Equipment from one Municipal Facility to another, Contractor shall so advise the Town in writing. The Town shall not be required to locate for the Contractor an equivalent Municipal Facility for use in place of the original location. All relocations shall be effected in accordance with section 5 of this Agreement.

5.5. Damage to Public Way. Whenever the installation, removal or relocation of Equipment is required or permitted under this Agreement, and such installation, removal or relocation shall cause the ROW to be damaged, Contractor, at its sole cost and expense, shall promptly repair and return the ROW in which the Equipment is located to a safe and reasonably satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Contractor does not repair the site as described above, then the Town shall have the option, upon ten (10) days' prior written notice to Contractor, or sooner if same is required to protect or preserve public health or safety to perform or cause to be performed such reasonable and necessary work on behalf of Contractor and to charge Contractor for the proposed costs to be incurred or the actual costs incurred by the Town at the Town's standard rates. Upon receipt of a demand for payment by the Town, Contractor shall promptly reimburse the Town for such costs.

Nothing in the Agreement shall be construed to prevent the Town from constructing sewers, grading, paving, repairing and/or altering any street; laying for, repairing or removing streets; or constructing or establishing any other public works or improvements. All work shall be done, as practicable, so as not to injure or prevent the unrestricted use and operation of Contractor's

Network under this Agreement. However, if any portion of Contractor's network interferes with the construction repair of any street or public improvement, including, but not limited to, construction, repair or removal of a sewer or water main, the Town may direct Contractor to relocate as provided in Section 5.3 above.

5.6 Removal of Equipment. Upon the expiration of the term or sooner termination of this Agreement, the Contractor shall remove all Equipment and other items and installations belonging to the Contractor or any of Contractor's subcontractors or customers within the ROW and repair any damage to the ROW occasioned by such removal, pursuant to the provisions of Section 5.5 above. In the event that such removal does not occur within twenty (20) days of the expiration of the term or sooner termination of this Agreement, the Town may remove Contractor's Equipment and other items and installations belonging to the Contractor or any of Contractor's subcontractors or customers within the ROW and charge the Contractor the actual cost of such removal plus ten percent (10%) of the actual cost of removal. The Contractor shall pay the costs of such removal within fifteen (15) days of the Town's invoice.

6. INDEMNIFICATION AND WAIVER.

6.1 To the fullest extent permitted by law, the Contractor:

- (i) shall indemnify and hold harmless the Town, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively, "Losses"), including Losses attributable to acts or omissions of the Contractor or Contractor's Agents, if any, arising out of or in connection with this Agreement, the maintenance of Nodes and Equipment within the ROW and the activities of the Contractor and the Contractor's Agents in the ROW, except, however, that the Contractor shall not be held liable for occurrences resulting from the negligence of the Town.
- (ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more of the Indemnified Parties which arise out of any activities described in subdivision (i) above, and the Contractor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.
- (iii) shall, and shall cause the Contractor's Agents to, cooperate with the Town in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.

6.2. The obligations of the Contractor pursuant to Section 6.1 hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

6.3. Nothing in this Section 6 or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Agreement.

6.4 The Contractor's indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

6.5. Limitation of Liability. The Town shall not be liable to the Contractor, or any of its respective officers, agents, representatives, contractors or employees or any third party for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7. INSURANCE.

During the term of the Agreement, Contractor shall obtain, and shall cause its subcontractors to obtain, the following insurance coverage for the underlying services, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and shall furnish proof of its procuring of the following insurance policies, or such other documents as set forth hereunder:

7.1. Commercial General Liability insurance from a New York State admitted carrier covering the liability of the Contractor including Contractual insurance defending, indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of TWO MILLION (\$2,000,000.00) DOLLARS and each occurrence of ONE MILLION (\$1,000,000.00) DOLLARS. The Town shall be named additional insured in such policy.

7.2. Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2);

7.3. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8); and

7.4. Automobile Liability combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS. The Town shall be named additional insured in such policy.

The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (7.1) through (7.4).

8. BONDS. Prior to the installation of any Equipment within the ROW, Contractor shall furnish a faithful performance bond as required by Section 75-5(D) of the Town Code.

9. NOTICES. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the Town:

Town of North Hempstead
176 Plandome Road
Manhasset, New York 11030
Attn: Commissioner of Buildings

With a copy to:

Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030
Attn: Town Attorney

If to (Contractor):

Attn:

8.1. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9. TERMINATION/DEFAULT/REMEDIES.

9.1. Default. This Agreement may be terminated by either party upon forty-five (45) days prior written notice to the other party upon a default of any material covenant or term of this Agreement (a “Default”). A Default shall occur only if the defaulting Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the

defaulting Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion; provided, however, that the grace period for any monetary default shall be ten (10) days from receipt of notice.

9.2. Remedies. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

10. ASSIGNMENT. This Agreement shall not be assigned by Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed and shall be expressed by Resolution of the Town Board. In determining whether the Town will consent to any such assignment, the Town may inquire into the technical ability of assignees ability to comply with the terms of this Agreement and any other permit or approval previously issued by the Town, legal and financial qualifications of the prospective party. Contractor shall assist the Town in any such inquiry. The Town may condition any assignment upon such conditions related to the technical, legal and financial qualifications of the prospective party to perform according to the terms of this Agreement, as it deems appropriate. No assignment shall occur until after the consent is provided by the Town Board, and the successor or assignee has provided certificates of insurance as provided for in Section 7.

11. MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Agreement.

11.1. Nonexclusive Use. Contractor understands that this Agreement does not provide Contractor with exclusive use of the ROW or any Municipal Facility and that the Town shall have the right to permit other providers of communications services to install equipment or devices in the ROW and on Municipal Facilities.

11.2. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

11.3. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

11.4. Governing Law. This Agreement shall be governed and construed by and in accordance with the laws of the State of New York, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New York, County of Nassau or in the United States District Court for the Eastern District of New York.

11.5. Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

11.6. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in §3.2 above.

11.7. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

11.8. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

TOWN OF NORTH HEMPSTEAD

By: _____
Judi Bosworth

(NAME OF CONTRACTOR):

By: _____
Name: _____
Title: _____

EXHIBIT "A"
EQUIPMENT CONFIGURATIONS, DRAWINGS AND SPECIFICATIONS

SCHEDULE "A"
LIST OF PUBLIC RIGHTS OF WAY