

WI-FI SITE LICENSE AGREEMENT FOR SRP

IN CITY OF GLENDALE RIGHT-OF-WAY

This Wi-Fi Site License Agreement for SRP in City of Glendale Right-of-Way ("Agreement") is executed to be effective this ____ day of _____, 2015 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Salt River Project Agricultural Improvement and Power District, an Arizona agricultural improvement district ("Licensee" or "SRP").

RECITALS

- A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a wireless grid ("Wi-Fi Antenna") on City street lights in the City's right-of-way where it delivers electricity. The equipment includes, but is not limited to communications equipment, antennas, radio frequency, monitoring, devices, connectors and equipment necessary to serve Licensee's Wi-Fi facilities as shown in Exhibit A (wireless network").
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

DEFINITIONS AND EXHIBITS

A. DEFINITIONS

For the purposes of this Agreement and all attached Exhibits, the following terms, phrases, words and derivations are defined as follows:

"Agreement" means this Wi-Fi Site License Agreement for SRP in City of Glendale Right-of-Way.

“Equipment” means those items described in Exhibit C.

“FCC” means the Federal Communications Commission.

“Municipal Facilities” means City owned street light poles.

“Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of organization.

“Section” means any section, subsection or provision of this Agreement, and references to any Section includes every subsection. The headings and titles of the sections of this Agreement are intended for reference or to indicate the contents of the sections, and may not be taken as part of the substantive agreement or the sections to which they refer.

“Wireless Network” means a wireless grid used by SRP to communicate with electric meters it has installed in locations where it delivers electricity.

B. EXHIBITS

In addition to all applicable laws, regulations, rules, resolutions and ordinances, including the City’s Charter, the following documents (‘Exhibits’) are referred to in this Agreement and incorporated and made part of this Agreement by this reference:

1. Exhibit A: Wireless Network Installation Locations
2. Exhibit B: Minimum Limits of Insurance for Contractors
3. Exhibit C: Technical Specifications of Equipment
4. Exhibit D: Proposed locations of City streetlight installations
5. Exhibit E: Alternate locations of City streetlight installations

Upon execution of this Agreement any changes to the Exhibits will be submitted to the City Engineer who will have authority to approve the change.

In the event of conflict or ambiguity between this Agreement together with the above Exhibits, and any other agreement between City and SRP, this Agreement, together with the Exhibits, will govern and prevail concerning router attachments to City streetlights.

SECTION 1. License Granted and Lease Terms

- 1.1. Scope. The City grants to SRP a nonexclusive license (“License”) to use City property identified in Exhibit A (“Municipal Facilities”) to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace any Equipment that may be required to provide the Wireless Network. This grant is subject to the applicable

provisions of this Agreement, the City Charter, City Code, and any future amendments, together with all applicable laws and regulations of any regulatory agency having competent jurisdiction.

- 1.2. Use of City Property. The City authorizes SRP to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace its Equipment on City street lights, within the ROW for the purpose of SRP operating its Wireless Network. The use of City property for attachments not within the right-of-way ("ROW") will require a separate permit.
- 1.3. Master Plan. No Equipment may be attached to any City street light until SRP has submitted a wireless communication's master plan that shows the location of the Equipment for City review and approval. City review and approval will be limited to Equipment located within the City ROW or attached to Municipal Facilities. The parties agree that Exhibit A to this Agreement, which shows the location of the Equipment, shall constitute the approved master plan.
- 1.4. Power Source. Subject to the provisions of Section 4.2, SRP will have the right to draw electricity for the operation of the Equipment from the power source associated with the Municipal Facilities, provided that the electrical connections must not interfere with the City's use of the Municipal Facilities.
- 1.5. Operation on Non-City Owned Utilities. Subject to obtaining permission of the owner(s) of the affected property, the City authorizes and permits SRP to enter upon the public property and to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and replace Equipment in or on poles or other structures owned by the public utility companies or other property owners located within the ROW (including public utility easements) as may be permitted by the public utility company or property owner, as the case may be. By executing this Agreement, the City does not waive any rights that it may have against any public utility or property owners to require that they obtain prior approval from the City of the permission granted to SRP to attach, install, operate and maintain its Equipment on poles owned by others within the ROW.

SECTION 2. Conditions

- 2.1. Equipment Locations. SRP or its designee will submit plans and specifications for City review and approval, if required, and, if applicable, pay all applicable plan review, permit and inspection fees prior to performing any construction work related to this Agreement. The proposed locations of SRP's initial Equipment are indicated on Exhibit A. If SRP changes or adds to its Equipment locations beyond the locations identified on Exhibit A, SRP will submit an amendment to Exhibit A indicating the additional Municipal Facilities that will be used. Approval of the Equipment on additional Municipal Facilities will be subject to approval by the City. SRP will keep accurate records of the location of all Equipment located on Municipal Facilities or in the ROW and public utility easements and will furnish those records to the City upon request.

- 2.2. Damage to City Property. If SRP damages or disturbs the surface or subsurface of any ROW, easement or adjoining property or any Municipal Facility or public improvement, including but not limited to City streetlights, in the exercise of the rights granted by this Agreement, SRP will promptly, at its own expense, and in a manner acceptable to the City, repair the damage or disturbance.
- 2.3. Public Emergency. In the event of an emergency that poses an immediate threat to public safety or welfare, City will have the right, upon reasonable notice to SRP if practicable under the circumstances, to sever, disrupt, or detach any Equipment. City will, where reasonable, work with SRP in responding to the emergency. Twenty-four (24) hour telephone notice will be considered reasonable in the event of an emergency.
- 2.4. Streetlight Replacement. In the event a Municipal Facility needs replacement due to a traffic accident or deterioration, SRP will cooperate with City to temporarily relocate its Equipment if necessary to allow the three (3) or more week replacement time.
- 2.5. Relocation. SRP will bear the entire cost of timely relocating its Equipment if the City requires relocation, as determined solely by City. If City requires SRP to relocate its Equipment, the City will provide reasonable advance notice to SRP and will cooperate with SRP to identify an alternative Municipal Facility or public property for the relocation of the Equipment. Within the time specified by City, SRP will remove the designated portions of the Equipment, and, if requested, restore the Municipal Facilities or City property to a condition comparable to the condition existing before the installation of the Equipment. The City will make every reasonable effort to design and construct projects pursuant to this Section so as to avoid relocation expenses to SRP pursuant to this Section. The City will not exercise its right to require SRP's Equipment to be relocated in an unreasonable or arbitrary manner.
- 2.6. No Transfers. The license granted by this Agreement is for SRP only and any transfer of control of the Wireless Network to any third party who is not also licensed or otherwise authorized by the City is prohibited without prior City approval, which the City may withhold in its sole discretion.
- 2.7. Indemnification. Except for loss, damages or claims resulting from the negligence or willful acts of the City, the Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its employees or agents (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall

have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

- 2.7. Limit of City's Liability. City will be liable only for the cost of repair to damaged components of SRP's Equipment arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors.
- 2.8. Privilege Limitations. Any privilege claimed under this Agreement by SRP will be subordinate to any prior or subsequent occupancy or use by the City or any other governmental entity, and will be subordinate to any prior lawful occupancy or use by any other person, and will be subordinate to any prior easements; provided, however, that nothing in this Agreement will extinguish or otherwise interfere with property rights established independently of this Agreement.
- 2.9. Applicable Laws. All Equipment installed, operated and maintained by or on behalf of SRP, will be done in accordance with the Glendale City Code, including the Glendale Zoning Ordinance, with respect to any applicable provisions regulating wireless communications facilities as the same now exist or may be amended or may be adopted. The ROW will be used according to plans approved the City and the permit issued by the City. SRP will obtain any required approval of Equipment subject to this Agreement, or any modifications or changes, as may be required by the Arizona Corporation Commission, appropriate agencies, or other governmental bodies, and secure any required assessment of the impact the Equipment may have upon the environment.
- 2.10. Non-interference.
 - 2.10.1. SRP will ensure that the Equipment will not cause radio frequency interference with existing wireless communication facilities, City's street light monitoring system (ROAM), cable television, broadcast radio or television systems, satellite broadcast systems, or City traffic or other communications signal equipment at the time of installation. 'Radio frequency interference' means the radiation or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent equipment.
 - 2.10.2. SRP will not interfere with the existing uses of City property including ROW and public utility easements, and including sanitary sewers, water mains, storm drains, gas mains, poles aerial and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property without the express written approval of the owner(s) of the affected property or properties.

2.10.3. SRP will neither interfere with current or future City communications outside of the unlicensed 2.4 Ghz/5.1 to 5.8 Ghz frequencies, nor with future uses of City property including ROW by City for public purposes.

2.10.4. "Interference" under this section means physical interference and radio frequency interference. Physical interference is where the Equipment causes reduced use of others' property.

2.10.5. SRP will comply with all applicable FCC rules and regulations.

SECTION 3. Plan Approval, Permits, and Inspection.

- 3.1. Plan Approval and Permits. Before any construction within the ROW, or City-owned property, SRP will submit an application for permit and plans showing the proposed location of facilities to be constructed in relation to the location of other known adjacent facilities, to City for review and approval. These applications and plans will be prepared and submitted in accordance with City of Glendale requirements. During construction, the City will inspect all construction and other related items. Any contractors working in the ROW under the permit of SRP must hold all applicable licenses.
- 3.2. Maintenance Approval and Permits. City will issue an annual permit for any routine maintenance work that does not involve any excavation within the public rights-of-ways. SRP shall submit an application for permit and plans showing the proposed location of any routine maintenance work which requires any excavation within the public rights-of-ways.
- 3.3. Electronic Mapping. SRP will be responsible for maintaining accurate and current records of the location of all Equipment and will furnish this information upon request to the City in an electronic mapping format compatible with the current City electronic mapping format.

SECTION 4. Annual Fee, Rental Fee and Other Charges.

- 4.1. In-Lieu Services. For each router or similar Equipment installed on a Glendale streetlight or other City property, SRP will design, construct and install one streetlight at a mutually agreed upon location chosen by the City. SRP will transfer ownership of the new streetlight to the City, and upon transfer, the City will assume responsibility for operation and maintenance of it. All wire installed for the new streetlights will be service wire.
- 4.2. Initial router installation. Upon execution of this Agreement allowing nineteen (19) routers to be placed on Glendale streetlights as depicted in Exhibit 'A' SRP will construct nineteen (19) streetlights to be depicted in Exhibit 'D' pursuant to Section 4.1 herein.

- 4.3. Additional Router Installation. Any additional routers placed on city streetlights that exceed the amount specified in Section 4.2 will necessitate an amendment to this agreement per City of Glendale requirements.
- 4.4. Electricity Charges. SRP will pay the cost for the additional electricity used by SRP for its Wireless Network Equipment.

SECTION 5. Insurance Requirements.

- 5.1. Insurance. The City has evaluated and accepted SRP's self-insurance program as sufficient for the purposes of this Agreement. Contractors performing work under this Agreement must procure and maintain insurance in the amounts and form specified in Exhibit B.
- 5.2. Safety. SRP will be solely responsible for the conditions of any job site where Equipment is being placed, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions will conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these conflict, the more stringent requirement must be followed. SRP's failure to thoroughly familiarize itself with those safety requirements will not relieve SRP from this responsibility.

SECTION 6. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
 - B. The term of this License Agreement shall be for a period of fifteen (15) years, commencing on the Effective Date and ending at 11:59 p.m. on the day immediately preceding the fifteenth (15th) anniversary thereof, unless sooner terminated as stated herein.
- 6.1. SRP Cancellation. SRP may cancel this Agreement before the date of expiration by providing the City with ninety (90) days written notice of cancellation. SRP's cancellation will not be effective until SRP has removed all Equipment from each Municipal Facility subject to this Agreement, and otherwise complied with all provisions of this Agreement.
 - 6.2. City's Cancellation. The City may terminate this Agreement before expiration, if one or more of the following defaults has occurred and SRP has been notified in writing of the default and given appropriate time to cure:
 - 6.2.1. SRP has failed to comply with any material provision of this Agreement or has, by act or omission violated any material term or condition of this Agreement.

- 6.2.2. SRP has failed to comply with any lawful rule or regulation that is material to compliance with the Agreement.
 - 6.2.3. SRP has failed to operate and maintain its Equipment to the standards prescribed by the City for safety, operation, maintenance, and general work in the ROW.
 - 6.2.4. SRP sells, leases, assigns or transfers its rights under this Agreement without prior consent of the City.
 - 6.2.5. This Agreement is subject to the provisions of A.R.S. section 38-511.
- 6.3. Abandonment. If SRP abandons the Wireless Network for a period of three (3) months or more, the Equipment and associated software required to operate the Wireless Network within the ROW will at the City's election either convert to City ownership or be removed at the expense of SRP. If SRP is unable or refuses to remove its Equipment when requested by City, City may authorize removal and SRP will be responsible for all costs incurred for the removal.

SECTION 7. Nonexclusive License.

The License is not exclusive, and will not be construed to prevent the City from granting other like or similar licenses, grants or privileges to any other person, or to deny or lessen the powers and privileges granted the City under the Constitution and laws of the State of Arizona provided that such other licenses do not affect SRP's ability to operate its Wireless Network.

SECTION 8. Records.

The City may inspect SRP's books and records at any time during regular business hours upon thirty (30) days prior written notice to the extent necessary to confirm SRP's compliance with the requirements of this Agreement.

SECTION 9. Partial Invalidity.

If any section, paragraph, subdivision, clause, or provision of this Agreement is adjudged invalid or unconstitutional, the same will not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid or unconstitutional.

SECTION 10. Acceptance of License Terms and Conditions.

This Agreement will not become effective until the Agreement has been signed by all parties and filed with the City Clerk. Acceptance by SRP must occur within 180 days of approval of this Agreement by the City or else the Agreement is void.

SECTION 11. Notices.

All notices given pursuant to this Agreement, except where other means are expressly permitted, must be in writing and transmitted by certified mail, return receipt requested, or by means of private delivery systems, or by facsimile transmission if a hard copy of the same is followed by delivery by certified mail, return receipt requested or by private delivery systems, and will be addressed as follows:

If to City of Glendale: City of Glendale
Engineering Department
5850 West Glendale, 3rd Floor
Glendale, Arizona 85301-2599
Telephone: (623) 930-3626
Attention: Mark Gibson

If to SRP: Salt River Project
Customer Metering Services
P.O. Box 52025
Mail Stop PAB159
Phoenix, AZ 85072-2025
Attention: Director

All notices will be deemed given three (3) days after deposit in the mail or on the date received in the case of overnight courier. Either party may from time to time designate any other address for this purpose by written notice the other party in the manner set forth above.

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Salt River Project (SRP)

By: _____
Michael Mendonca
Senior Director Revenue Cycle Services

Date: _____

Exhibit A – Wireless Network Installation Locations

Exhibit B – Minimum Insurance Requirements

Exhibit C – Technical Specifications of Equipment to be installed on Municipal Facilities

Exhibit D – Proposed Locations of City Streetlight Installations

Exhibit E – Alternate locations of City Streetlight Installations

EXHIBIT 'A'

Proposed SRP Router Installation Locations

| SRP ID | LATITUDE | LONGITUDE | STREET ADDRESS | STREETLIGHT ID |
|--------|-----------|-------------|---|----------------|
| AL_090 | 33.52029 | -112.15742 | 46th Ave & Montebello Ave, NE, 4538 W Montebello | GL16193 |
| GH_010 | 33.57471 | -112.17709 | 55th Ave & Mountain View Rd, SE (Park) | GL52235 |
| GH_030 | 33.5783 | -112.15884 | 46th Ave & Brown St, SE, 4601 W Brown Rd | GL51895 |
| GH_040 | 33.56031 | -112.1601 | 47th Ave & Butler Dr, SE Corner, 4625 W Butler Dr | GL16296 |
| GH_050 | 33.58418 | -112.16447 | 49th Ave & Christy Dr, NW Corner, 4904 W Christy Dr | GL22664 |
| GH_060 | 33.56034 | -112.18011 | 56th Dr & Butler Dr, SE Corner, 8429 N 56 Dr | GL162452 |
| GH_070 | 33.58913 | -112.17725 | 55th Ave & Cholla St, SE Corner, 5437 W Cholla St | GL52486 |
| GH_130 | 33.56434 | -112.1733 | 51st Ave & Barbara, NE Corner, 8708 N 53rd Ave | GL273359 |
| GL_010 | 33.534603 | -112.207352 | 69th Ave & Ocotillo Rd, SW Corner, 6903 W Ocotillo Rd | GL39568 |
| GL_100 | 33.53189 | -112.24284 | 85th Ave & McLellan Rd, SE Corner, 6527 S McLellan | GL47021 |
| GL_110 | 33.53772 | -112.24801 | Glendale Ave West of 87th Ave | GL222055 |
| GM_010 | 33.51633 | -112.21605 | 73rd Ave & Missouri Ave, NE Corner, 7262 E Missouri Ave | GL50184 |
| GM_040 | 33.51903 | -112.2291 | 79th Ave & San Miguel Ave, SW Corner, 7941 W San Miguel Ave | GL141675 |
| GM_070 | 33.53057 | -112.23133 | 7997 W Maryland Ave, Glendale, AZ 85303 | GL123297 |
| HM_020 | 33.5892 | -112.19472 | 63rd Ave & Cholla St, NW Corner, 6302 W Cholla St | GL54791 |
| HM_090 | 33.57241 | -112.19872 | 65th Ave & Vogel Ave, SE, 644 W Vogel Ave | GL26292 |
| TO_100 | 33.50883 | -112.26386 | 95th Ave & Camelback Rd, NW Corner | GL249365 |
| TO_140 | 33.53828 | -112.25906 | Glendale & Zanjero Blvd, NE | GL255607 |
| TO_150 | 33.52287 | -112.2678 | Bethany Home Rd & 101 Loop North on ramp, NE Corner | GL238422 |

EXHIBIT 'B'

MINIMUM INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Contractor, Contractor shall provide and maintain, with forms and insurers acceptable to Buyer, and until all obligations under the Contract are satisfied, the minimum insurance coverages, as follows:

24.1 Workers compensation insurance with minimum statutory limits to cover obligations imposed by applicable federal and state statutes.

24.2 Employer's Liability insurance with a minimum limit of \$1,000,000.

24.3 Commercial general liability insurance with a minimum combined single limit of \$2,000,000 each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability, contractual liability for liability assumed under the Contract or other associated contracts, broad form property damage, and completed operations for a period of two years after Acceptance. The policy shall include "X" (explosion), "C" (collapse) and "U" (underground) coverages, as required by Buyer, and shall contain a severability of interests provision.

24.4 If Contractor subcontracts any part of the Work, services or operations under the Contract, Contractor shall purchase and maintain for the benefit of Buyer at all times during the performance of the Work under the Contract, Owner's and Contractor's Protective Liability insurance for bodily injury and property damage with a minimum limit of \$2,000,000 each occurrence, unless Buyer agrees in writing that such coverage is not required by the nature of the Work.

24.5 Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to vehicles assigned to or used in the performance of the Work, whether owned, hired or non-owned.

24.6 If required by Buyer, Professional Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence. Contractor shall maintain such coverage for a period of five years after Acceptance.

24.7 If required by Buyer, Aircraft Public Liability insurance covering airplanes and rotorcraft whether owned, hired or non-owned with a combined single limit for bodily injury and property damage of not less than \$10,000,000, including passenger liability coverage.

24.8 If required by Buyer, "All Risk" builders risk insurance covering the Work, including the interest of Buyer, with limits adequate to cover the value of the Work installed and items while in transit and while stored at the jobsite, which affords coverage from the time the Work is commenced until Acceptance.

24.9 Any other coverages which may be reasonably required by Buyer including installation floaters and Contractors equipment.

24.10 The policies required by Sections 24.3, 24.5, 24.7 and 24.8 shall be endorsed to include Buyer, City of Phoenix, and members of their governing bodies, their officers,

EXHIBIT 'B'

agents and employees as additional insureds and shall stipulate that the insurance afforded for Buyer, City of Phoenix and members of their governing bodies, their officers, agents and employees shall be primary insurance and that any insurance carried by Buyer, City of Phoenix and members of their governing bodies, their officers, agents and employees shall be excess and not contributory insurance.

24.11 Contractor and its insurers providing the required coverages shall waive all rights of subrogation against the Indemnified Parties.

24.12 Prior to commencing the Work, Contractor shall furnish Buyer with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Contractor shall immediately notify Buyer of any cancellation, termination or material alteration of any of the policies providing the required coverages. The original Certificate of Insurance and any notice of cancellation, termination or alteration shall be sent directly to the Authorized SRP Procurement Agent at the address stated on the Purchase Order.

24.13 In the event of a loss for which Buyer may have coverage under one of the policies required by the Contract, Contractor shall, upon Buyer's request, provide Buyer with a certified copy of the applicable policy.

24.14 Costs for coverages maintained by Contractor in excess of or in addition to those required shall not be charged to Buyer unless otherwise agreed to by Buyer.

24.15 The insurance policies may provide coverages that include deductibles or self-insured retentions. Contractor shall be solely responsible for deductibles and/or self-insured retentions, and Buyer, at its option, may require Contractor to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

EXHIBIT 'C'

Gridstream RF Router Specifications

Electrical

Power Supply

| | |
|--|---------------------------|
| Input AC Voltage | 96-317 VAC |
| Input Current, Receive mode, 120 VAC Operation | 15 mA (max) |
| Input Current, Transmit mode, 120 VAC Operation | 95 mA peak, 25 mA average |
| Input Current, Battery charging, 120 VAC Operation | 30 mA (max) |

Radio, General

| | |
|---------------------|---|
| RF Frequency Range | 902 – 928 MHz (U.S.), 915-928 (international) |
| Channel Spacing | 100 kHz or 300 kHz dependent on mode |
| RF Baud Rates | 9.6-115.2 kbps |
| Frequency Stability | +/- 3 ppm over temperature |

Radio, Receiver

| | |
|--|--|
| Sensitivity (at 10% packet error rate) | -112 dBm (9.6 kbps); -101 dBm (115.2 kbps) |
| Co-channel rejection | -10 dB typical |
| Adjacent Channel Rejection | 30 dB typical |
| Alternate Channel Rejection | 45 dB typical |

Radio, Transmitter

| | |
|--------------------------------|----------------------------------|
| Output Power | 21, 25, 30 dBm (user selectable) |
| Modulation Type | 2-FSK, GFSK |
| Modulation Index | 1 |
| Out-of-band Spurious Emissions | <-70 dBc |

Processing

| | |
|-------------|--|
| CPU | M16C/65 |
| Clock Speed | 14.7456 MHz |
| SRAM | 47 KB (in processor) + 512 KB (additional) |
| Flash | 768 KB (in processor) + 1 MB (additional) |

EXHIBIT 'C'

LAN Packet Port

| | |
|------------------|--------------------------------|
| Serial Interface | RS-232C |
| Protocol | Gridstream LAN packet protocol |
| Parity | None |
| Data Bits | 8 |
| Stop Bits | 1 |
| Duplex | Full |

Transparent Port

| | |
|------------------|---|
| Serial Interface | RS-232C/RS-485 |
| Protocol | Any asynchronous byte-oriented protocol |
| Parity | None |
| Data Bits | 7 or 8 |
| Stop Bits | 1 or 2 |
| Duplex | Full |

Environmental

| | |
|-----------------------------------|---|
| Operating Temperature Range | -40 to 85 C (internal ambient of enclosure) |
| Storage Temperature Range | -40 to 85 C |
| Operating Vibration | ANSI C12.1 |
| Operating Shock | ANSI C12.1 |
| Relative Humidity | 5%-85%, non-condensing |
| IP Rating (International Version) | IP65 |
| Salt Spray | ANSI C12.1 |
| Enclosure Material/Type | Aluminum/Nema-4 |

EMI & Power/Control Susceptibility

| | |
|------------------------------------|-------------------------------------|
| Electromagnetic Radiated Emissions | ANSI C12.1 |
| Electromagnetic Susceptibility | ANSI C12.1 |
| Surge Withstanding Capability | ANSI C12.1 |
| Electrostatic Discharge | ANSI C12.1 |
| International Version | AS/NZS CISPR 22:2006, EN 55022:2006 |

EXHIBIT 'C'

Agency Approvals

FCC Certified

Part 15.247

Gridstream Router International

ACMA Radio communications (Short Range Devices)
Standard 2004; AS/NZS 4268:2003

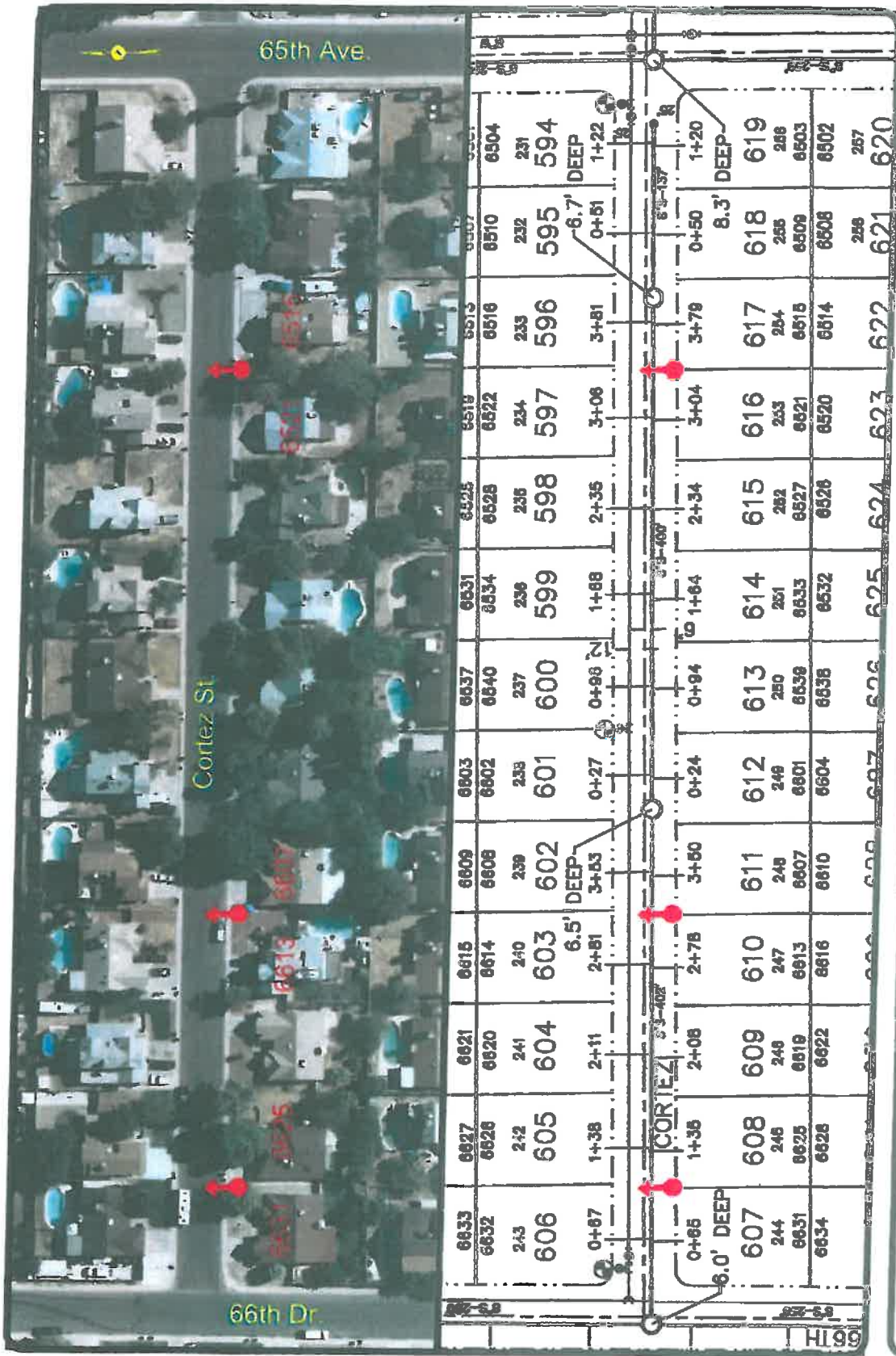
Installation Notes

- 1) Pre-torque each RF Mesh radio enclosure bolt to 25 +/- 5 inch lbs., alternation from side-to-side and from top-to-bottom. Repeat this pattern torqueing bolts to 45 +/- 5 inch lbs.
- 2) At the time of manufacturing, the power and programming cable connector are torqued to 5 +/- 1 inch lbs. Additionally, an adhesive is utilized to seal the connector. These connectors should not be adjusted in the field.

EXHIBIT D

(Proposed 19 locations of City streetlight installations)

(See Attached)



City of Glendale Infill Lighting Program
S.R.P. Service Area - 100 Watt H.P.S.
Location: Between 6515 & 6521, 6607 & 6613
and 6625 & 6631 W. Cortez St.

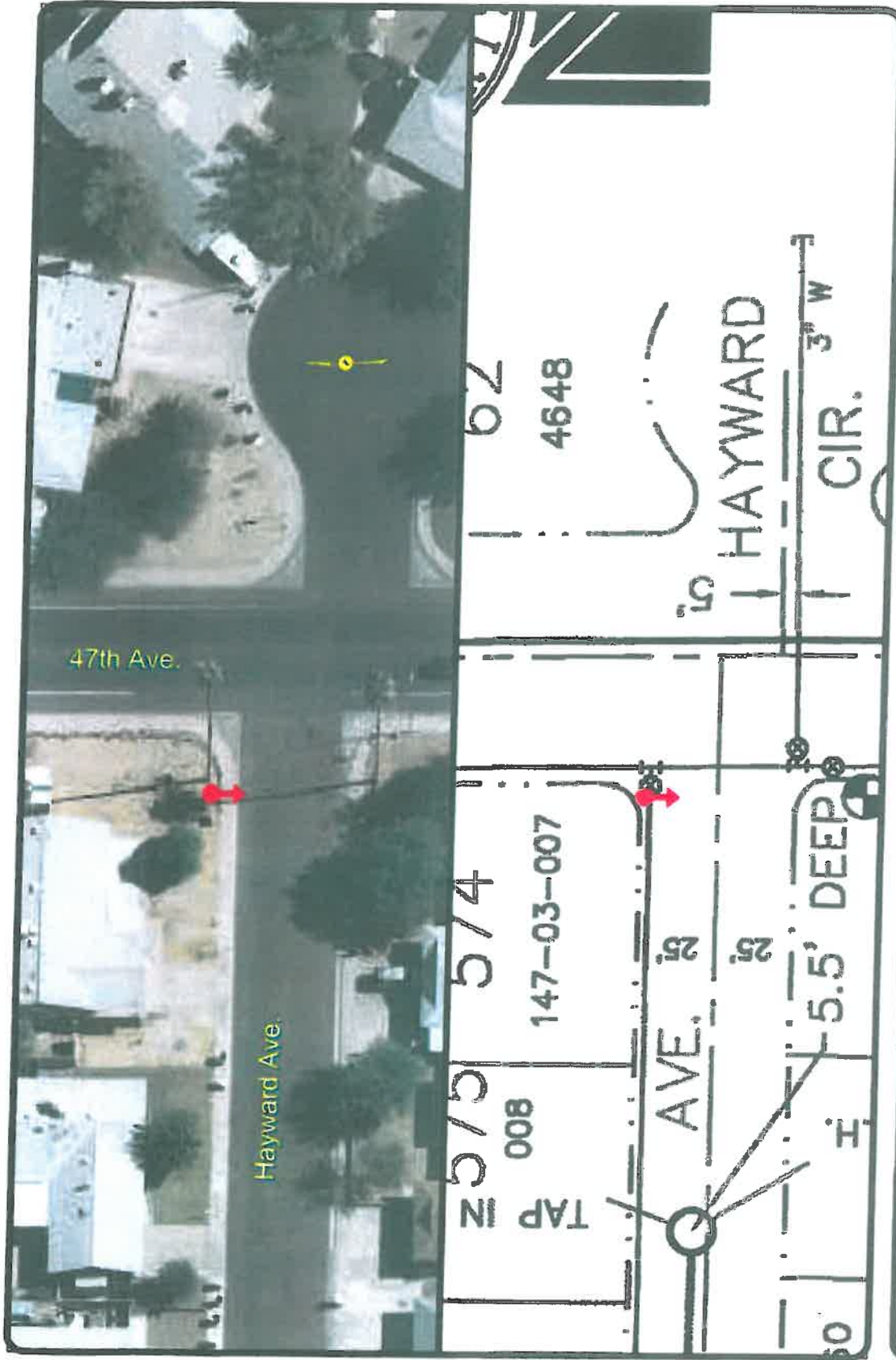




City of Glendale Infill Lighting Program
S.R.P. Service Area - 100 Watt H.P.S.
Location: Between 9006 & 9009 N. 52nd Dr.



12.02.14



City of Glendale Infill Lighting Program

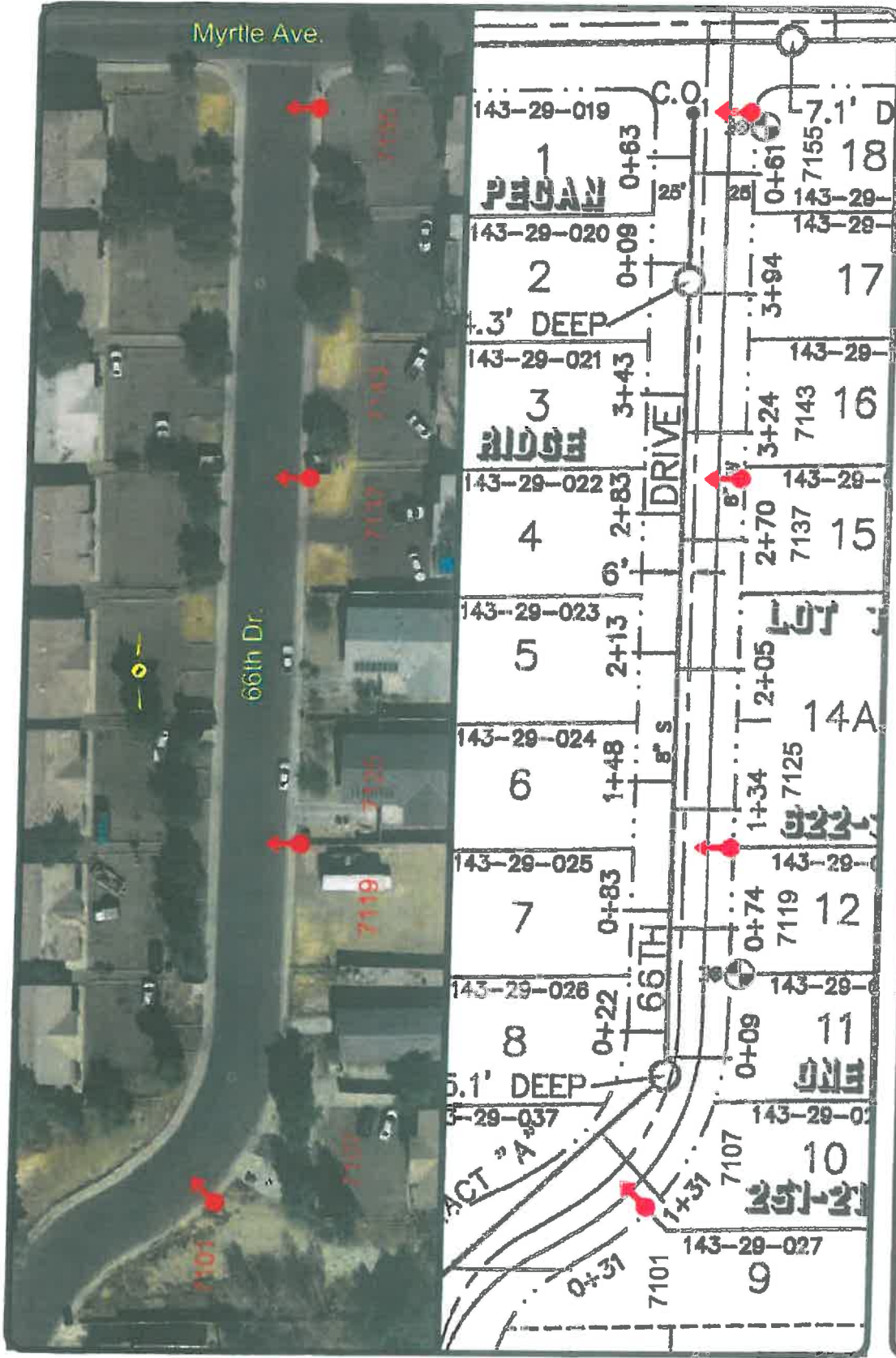
S.R.P. Service Area - 100 Watt H.P.S.

Location: East side of 4704 W. Hayward Ave.



GLEND LE

12.01.14



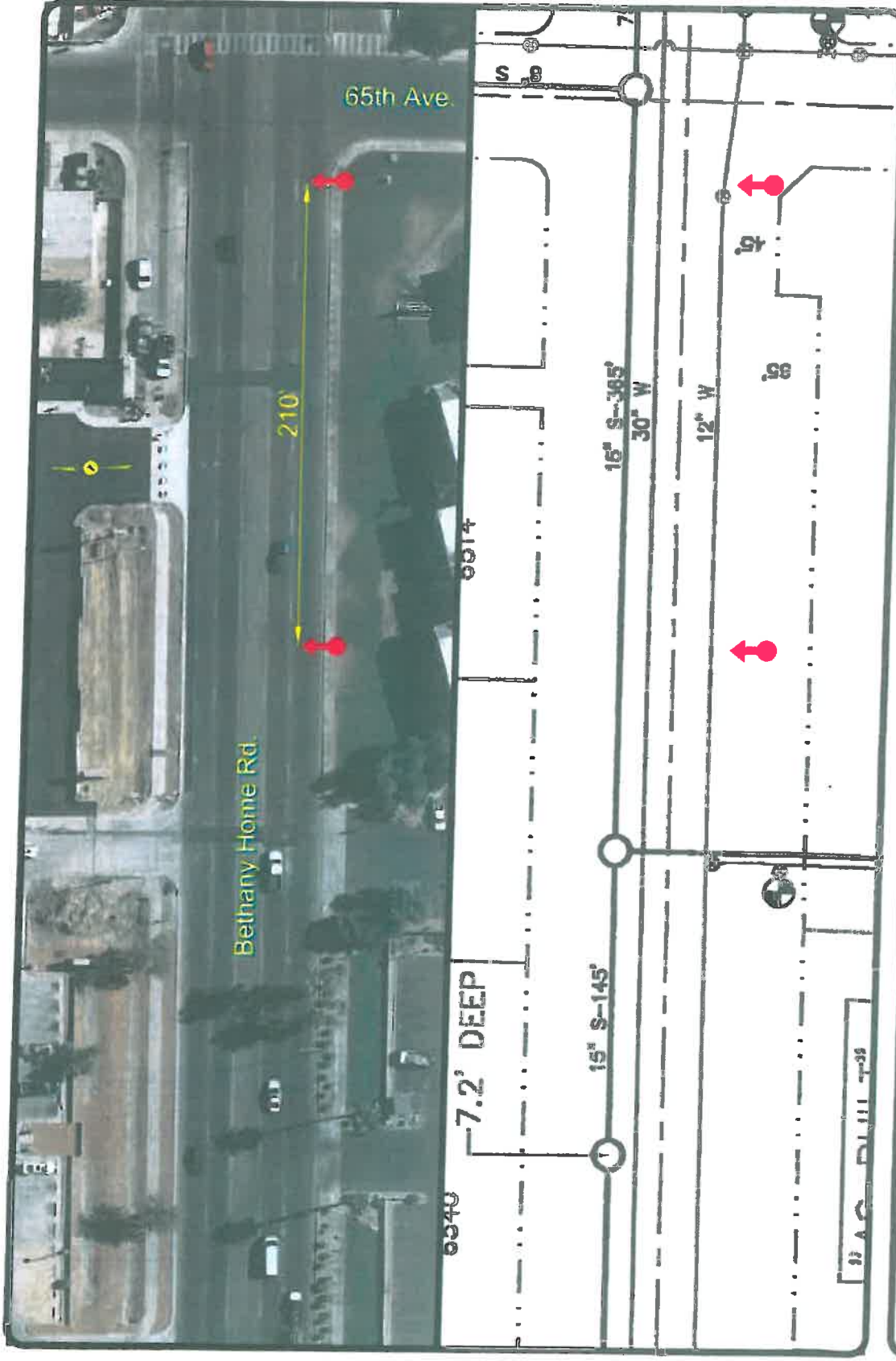
City of Glendale Infill Lighting Program

S.R.P. Service Area - 100 Watt H.P.S.

Location: South Property line of 7107, 7125 & 7143
and North Property line of 7155 N. 66th Dr.

12.05.14





City of Glendale Infill Lighting Program
S.R.P. Service Area - 250 Watt H.P.S.
Location: S.W. Cor. 65th Ave. &
Bethany Home Rd.+ 1 Pole 210' to the west

12.01.14

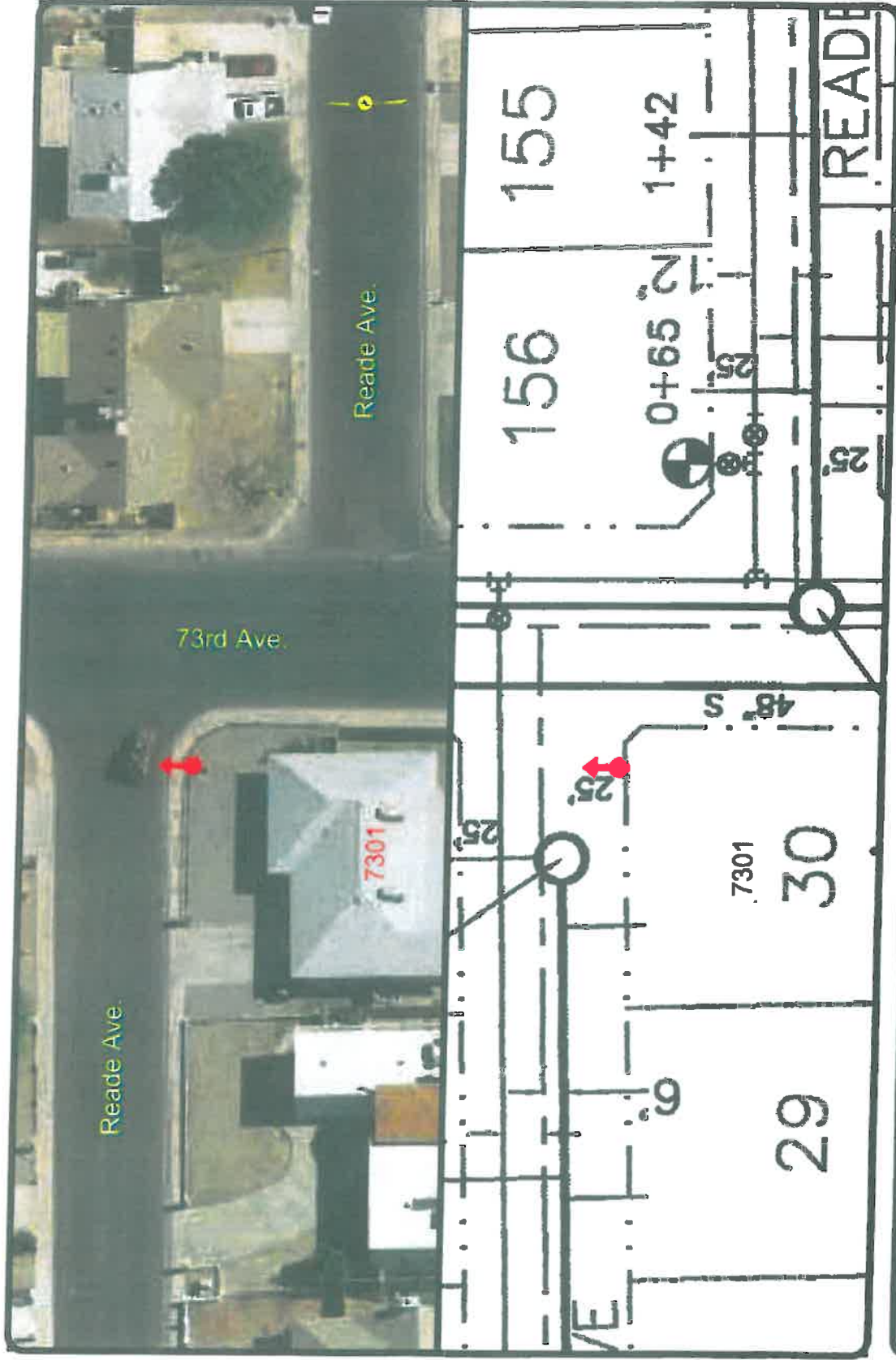


GLEND LE

EXHIBIT E

(Alternate 6 locations of City streetlight installations)

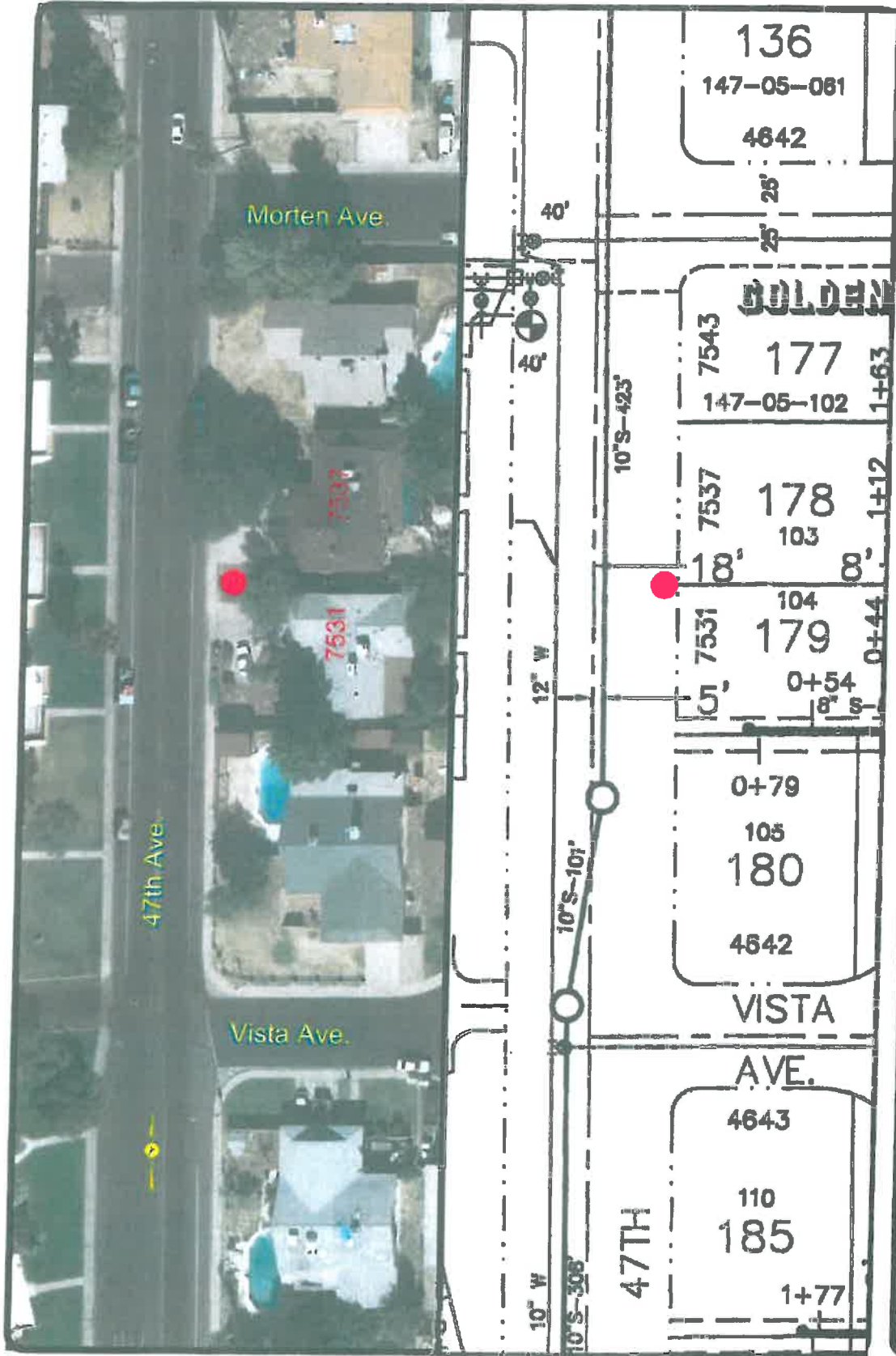
(See Attached)



City of Glendale Infill Lighting Program
S.R.P. Service Area - 100 Watt H.P.S.
Location: 7301 W. Reade Ave.

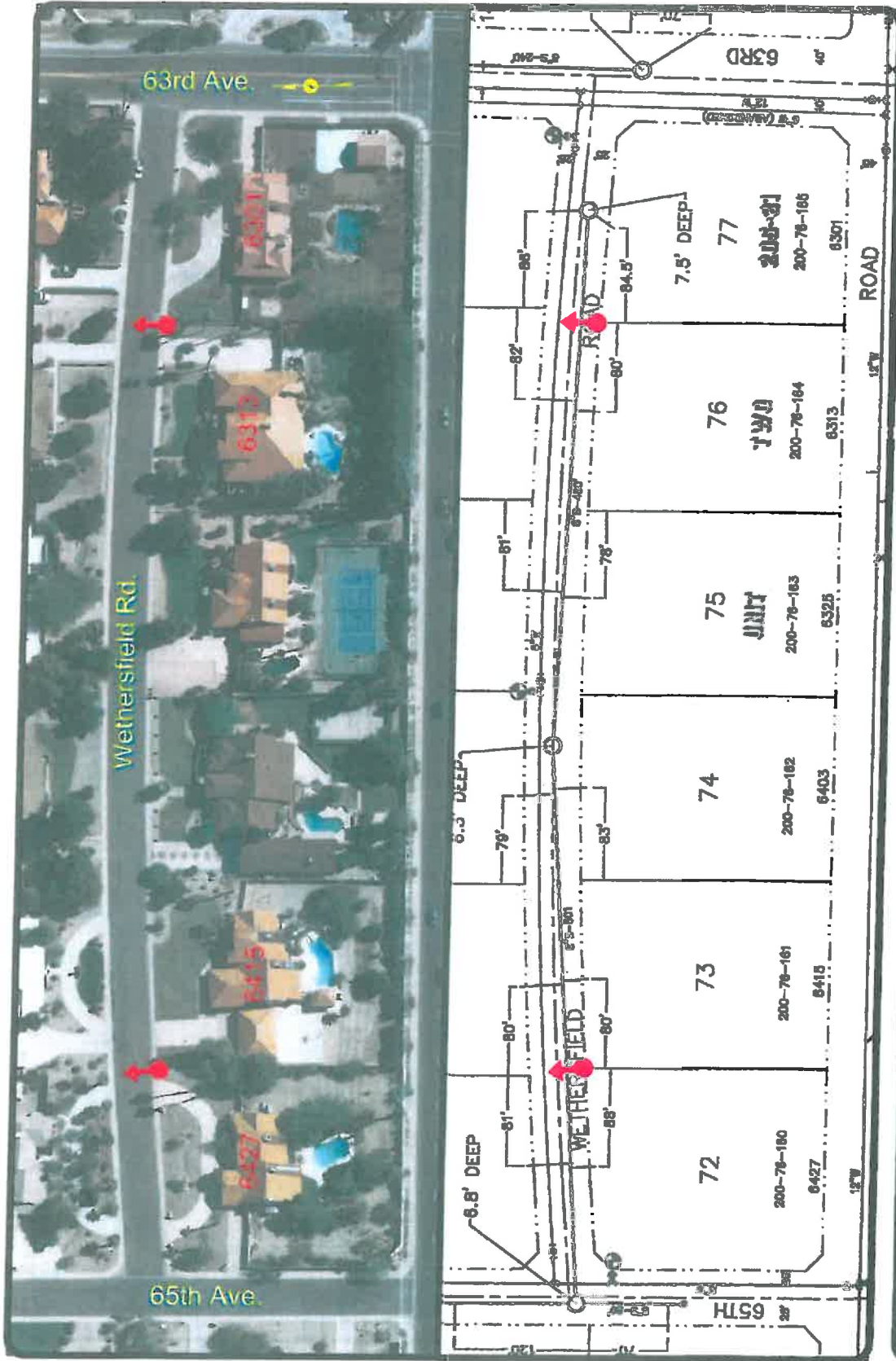


12.03.14



City of Glendale Infill Lighting Program
S.R.P. Service Area - 150 Watt H.P.S.
Location: Between 7531 & 7537 N. 47th Ave.

11.24.14



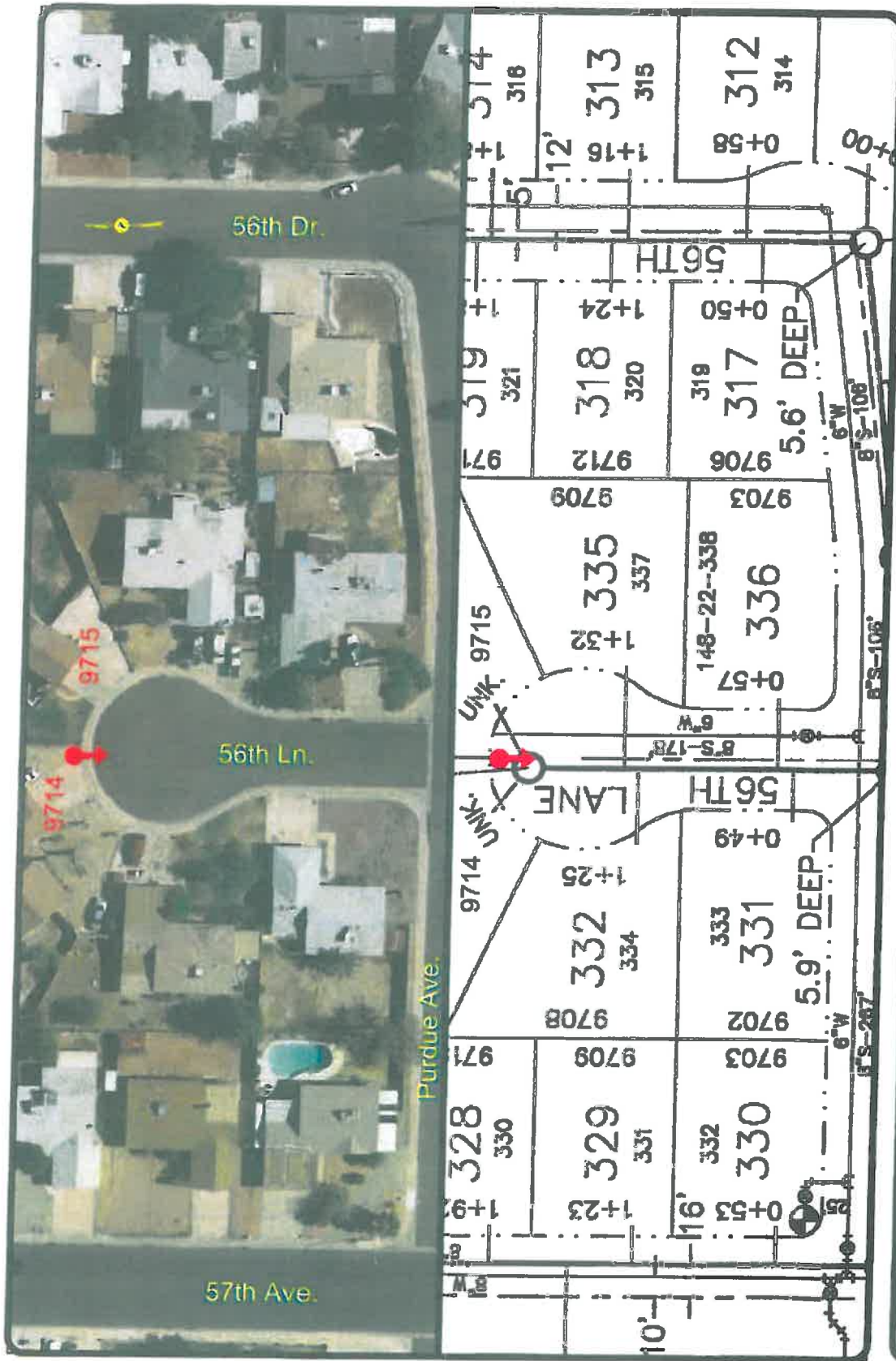
City of Glendale Infill Lighting Program
S.R.P. Service Area - 100 Watt H.P.S.
Location: Between 6301 & 6313
and 6415 & 6427 W. Wethersfield Rd.



City of Glendale Infill Lighting Program
S.R.P. Service Area - 100 Watt H.P.S.
Location: Between 4615 & 4616 W. Lane Ave.



12.04.14



City of Glendale Infill Lighting Program
S.R.P. Service Area - 100 Watt H.P.S.
Location: Between 9714 & 9715 N. 56th Ln.



12.04.14