

RESOLUTION 2025 - 129

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE
BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF
MORRIS, NEW JERSEY, EXECUTING POLE ATTACHMENT
AGREEMENT BETWEEN JERSEY CENTRAL POWER & LIGHT AND
BOROUGH OF MOUNT ARLINGTON**

WHEREAS, Licensor operates and maintains an electric distribution system consisting of various pole lines, wires, guy wires, cables, lines, fibers, transformers and other related equipment and apparatus, extending in and through the various cities and communities in its franchised service area in New Jersey, and;

WHEREAS, Licensee proposes to furnish to monitor public areas for safety, traffic, and situational awareness and wishes to attach Law Enforcement Security / Public Safety Cameras, hereinafter collectively referred to as "attachments," to and through Licensor's franchised service areas of New Jersey, and;

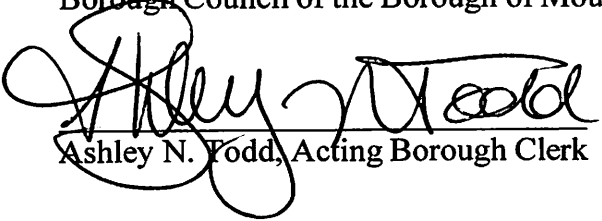
WHEREAS, Licensor is willing to permit Licensee to place and maintain said attachments on its poles to the extent hereinafter provided and in accordance with the provisions of this Agreement; and;

WHEREAS, Licensee acknowledges that it shall follow the FirstEnergy Pole Attachment Guidelines labeled Exhibit A (the current version of which is located on FirstEnergy Corp.'s website, electronic permitting system, or both), attached hereto and made a part hereof, as a pre- condition to entering into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor is authorized to execute an agreement effective October 7, 2025 between the Borough of Mount Arlington and Jersey Central Power & Light.

This Resolution shall take effect immediately.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington and adopted on October 7, 2025.


Ashley N. Fodd, Acting Borough Clerk

POLE ATTACHMENT AGREEMENT
BETWEEN
JERSEY CENTRAL POWER AND LIGHT
AND
BOROUGH OF MOUNT ARLINGTON

POLE ATTACHMENT AGREEMENT INDEX

PREAMBLE..... 1

TERMS AND CONDITIONS 1

AUTHORIZED SIGNATURES 11

EXHIBITS

EXHIBIT A – FIRSTENERGY POLE ATTACHMENT GUIDELINES (SEE FIRSTENERGY CORP. WEBSITE AND/OR ELECTRONIC PERMITTING SYSTEM FOR CURRENT VERSION)

EXHIBIT B – POLE/ANCHOR ATTACHMENT/REMOVAL APPLICATION

EXHIBIT C – POLE PROFILE SHEET

EXHIBIT D - FIRSTENERGY POLICY – BOXING AND EXTENSION ARMS (SEE FIRSTENERGY CORP. WEBSITE AND/OR ELECTRONIC PERMITTING SYSTEM FOR CURRENT VERSION)

TABLE 1 – POLE INSPECTION TAGGING EXHIBIT

THIS POLE ATTACHMENT AGREEMENT (hereinafter "Agreement") is made this 7 day of October, 2025, by and between JERSEY CENTRAL POWER AND LIGHT, a FirstEnergy Company, its successors and assigns (hereinafter called "Licensor,") and Borough of Mount Arlington, a New Jersey corporation, its successors and assigns (hereinafter called "Licensee") and is effective on October 8, 2025.

WITNESSETH:

WHEREAS, Licensor operates and maintains an electric distribution system consisting of various pole lines, wires, guy wires, cables, lines, fibers, transformers and other related equipment and apparatus, extending in and through the various cities and communities in its franchised service area in New Jersey and

WHEREAS, Licensee proposes to furnish to monitor public areas for safety, traffic, and situational awareness and wishes to attach Law Enforcement Security / Public Safety Cameras, hereinafter collectively referred to as "attachments," to and through Licensor's franchised service areas of New Jersey and

WHEREAS, Licensor is willing to permit Licensee to place and maintain said attachments on its poles to the extent hereinafter provided and in accordance with the provisions of this Agreement; and

WHEREAS, Licensee acknowledges that it shall follow the FirstEnergy Pole Attachment Guidelines labeled **Exhibit A** (the current version of which is located on FirstEnergy Corp.'s website, electronic permitting system, or both), attached hereto and made a part hereof, as a pre-condition to entering into this Agreement.

NOW THEREFORE, in consideration of the promises and the agreements of each with the other as herein contained, the parties agree as follows:

ATTACHMENT APPLICATIONS

1. Licensee shall place no attachments on any of Licensor's poles without the express prior written consent of the Licensor, such consent is not to be unreasonably withheld.

2. No consent will be given by the Licensor to the Licensee by any means other than through the approval of a written application submitted by the Licensee to the Licensor requesting such consent. The application shall specify the location of each pole on which Licensee wishes to place and maintain attachments, the character of the proposed attachments, and the amount and location of space to be occupied by such attachments. A form of application for consent shall be submitted via an electronic notification system specified by the Licensor. Licensee shall be responsible for all transaction fees (per proposal and per pole) associated with such applications. In the event an electronic notification system is unavailable, at the sole discretion and approval of the Licensor, the application may be submitted on a form substantially similar to Exhibit B, attached hereto and made a part hereof. Said application may include from one (1) to approximately twenty-five (25) poles. Licensee shall also submit Exhibit C, a Pole Profile Sheet, attached hereto and made a part hereof, for each pole identified on Exhibit B. Licensor will normally process applications in the order in which they are received unless they can more efficiently

be scheduled out of sequence.

3. Except as otherwise provided in this Article, Licensor shall act upon each application with reasonable promptness and shall provide Licensee with written consent to attach to Licensor's poles. If Licensor rejects Licensee's application, Licensor shall specify the reason for the rejection, and said application shall be deemed null and void. Licensor may reject or condition any Licensee attachment request to the extent that it requires the installation of new distribution poles or the replacement of existing distribution poles with taller distribution poles.

4. Unless otherwise agreed, Licensor shall provide Licensee with an estimate of the costs associated with preparing Licensor's poles for attachment by Licensee. Available billing details beyond Licensor's standard estimate will be provided upon request for a fee. Licensee shall pay the estimated costs or formally accept or reject such estimate within the time frame established by Licensor, which in no event shall be more than thirty (30) calendar days from date of notice. No work shall commence prior to payment of the make-ready estimate.

5. The parties agree that, in the event the make-ready estimate has been provided by Licensor to Licensee, Licensee's timeline of fourteen (14) calendar days to accept and pay for the make-ready estimate may, upon request and at Licensor's sole discretion, be extended up to a total of thirty (30) calendar days. The parties further agree that after the expiration of the extended thirty (30) calendar day period the make-ready estimate shall be deemed withdrawn and a new application may be required. Notwithstanding this provision, Licensee acknowledges that Licensor will have incurred costs in the preparation of the estimate. Licensee agrees to pay these costs regardless of whether or not Licensee accepts the estimate or withdraws its application. These costs shall be due and payable in accordance with the provisions set forth in this Agreement.

ATTACHMENT

6. If consent is granted by the Licensor, the Licensee shall have the right to occupy the space allotted by Licensor in accordance with the terms of this Agreement and any other terms specified in Licensor's consent. The Licensee shall not employ the use of bracketing or extension arms to secure cable attachments to Licensor's poles nor shall it engage in the act of "boxing" the pole with said types of attachments. See Exhibit D, FirstEnergy Policy - Boxing and Extension Arms (current version located on FirstEnergy Corp. website and/or electronic permitting system). All attachments shall be placed as outlined in Licensor's written consent and shall be installed, and at all times maintained, by Licensee in compliance with the minimum requirements of the Licensor's construction standards, the National Electric Safety Code, and any other applicable regulations or codes promulgated by any governmental authority having jurisdiction thereover.

7. All attachments are to be placed and maintained on Licensor's poles in a manner satisfactory to Licensor and so as not to interfere with Licensor's present or future use, which Licensor wishes or may wish to make of such poles. Licensee, shall not, at any time, make any additions to or changes in the location of its attachments, or perform overlash of fiber optic cables or add any additional cables/wires of any other type without the prior written consent of Licensor. If Licensor is prevented by regulation from requiring consent for overlash, Licensee shall still provide notice of its intent to overlash and any specifications requested by Licensor. Where Licensor is prevented by regulation from requiring Licensee to reimburse Licensor for engineering related to Licensee's intent to

overlash, Licensee acknowledges that it bears the responsibility for any and all damages arising out of, or occurring in connection with such overlashing, whether to Licensor or to others, that was or could have been caused by the failure of Licensee to ensure that its overlashed cable was properly engineered for the particular location.

8. Licensee shall place a cable identification tag at each attachment point. The tag shall be constructed of Ultraviolet (UV) resistant material. Licensee shall have imprinted on each tag its unique identification symbol. Licensee shall also include a tag with its name and telephone number identified. Licensor reserves the right to assess a fee for time and resources spent attempting to determine the owner of an attachment and coordinating the communication between the attachment owner and third parties requesting such communication in the event the attachment owner could not be determined on site due to an insufficient or missing cable identification tag.

9. Licensee shall take all necessary precautions to protect all persons and property against injury or damage occurring by reason of Licensee's attachments on Licensor's poles or by reason of Licensee's placement and maintenance of such attachments. In particular, Licensee acknowledges that the Licensor inspects its poles for system integrity purposes. This inspection includes ground line strength and pole treatment as required. Inspected poles are tagged as reflected in the Table 1- Pole Inspection Tagging Exhibit. Licensee agrees to review Table 1 and ensure that its employees and subcontractors understand and abide by such tagging for safety. As between Licensee and Licensor, Licensor shall be the sole judge of its requirements for present and future use of its poles and attachments, and the present and future use of the attachments to Licensor's poles by any other licensee of Licensor, and of any interference with such use or uses.

10. Licensee shall pay in advance to the Licensor the estimated cost of any new or additional guying or support structures that in Licensor's sole judgment are made necessary by the installation and maintenance of Licensee's attachments on new or existing poles of Licensor.

11. If Licensee's attachments to Licensor's then-existing poles will, in Licensor's sole judgment, require Licensor to move, remove, rearrange, or alter its facilities, including guys and support structures, on poles or elsewhere, Licensee shall pay in advance to Licensor the estimated cost of such movement, removal, rearrangement, or alteration.

12. Licensor shall have the right to inspect each new attachment of Licensee on Licensor's poles and thereafter to make periodic inspections as conditions may warrant. Upon request, Licensee shall reimburse Licensor for the cost of such inspections. Licensor's right to make such inspections and its failure to draw Licensee's attention to any defects, hazards, or failures to comply with standards, whether or not observed by Licensor on inspection, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

POLE REPLACEMENTS

13. In any case where Licensor installs a new pole, initially or as a replacement, to be used by Licensee and Licensor judges it necessary, in its sole discretion, that in order to accommodate the attachments of the Licensee, that such pole be taller or stronger, or both than one which it would install for its own use; or when Licensee requests the installation of a taller or stronger, or both, pole, and Licensor

accedes to such request, the estimated cost of such extra height or strength, or both shall be paid in advance by the Licensee. Such cost shall be the difference between the estimated cost in place of the new pole and the estimated cost in place of a pole considered by Licensor to be adequate for the attachments of Licensor and shall be calculated based on actual cost. Such pole shall be the sole property of Licensor.

14. Whenever a new pole is to be installed by the Licensor as a replacement for an existing pole, and such existing pole is one which in Licensor's sole judgment would otherwise not need to be replaced to provide for the requirements of the Licensor, Licensee agrees to pay in advance to the Licensor, in addition to the amount provided for in Article 7, a sum equal to the present value of the type of pole being replaced, plus the estimated cost of its removal and replacement, minus the salvage value of the removed pole. Said calculation, where applicable, shall be based on actual cost. These costs shall include all time and materials associated with the engineering, planning, coordinating and scheduling of the pole removal and replacement. Licensee further agrees to pay in advance to the Licensor the estimated costs to Licensor of moving, removing, rearranging, or altering the existing facilities of the Licensor which were necessitated by the pole replacement. Such pole shall be the sole property of Licensor.

POST-ATTACHMENT TERMS AND CONDITIONS

15. Whenever Licensor notifies Licensee in writing that any attachments of Licensee interfere with the operation of equipment of Licensor, constitute a hazard to the service rendered by Licensor, or fail to comply with codes, regulations, or construction standards hereinbefore mentioned, Licensee shall, within thirty (30) calendar days of the date of such written notification, or within such longer period of time as provided for therein, move, remove, rearrange, or alter its attachments so as to meet the requirements of codes, regulations, and construction standards hereinbefore mentioned and the requirements of Licensor. In the event that Licensee fails to move, remove, rearrange, or alter its attachments within the time frame provided herein, Licensor (at its option) shall have the right, without liability to Licensee or any of its subscribers (except for Licensor's gross negligence or willful misconduct) to move, remove, rearrange, or alter said attachments itself, or through a third party. The costs of such activities shall be borne by Licensee.

16. In circumstances which, in Licensor's sole judgment, constitute an emergency, Licensor reserves the right, without liability to Licensee or any of its subscribers to move, remove, rearrange, or alter said attachments of Licensee itself, or through a third party. The cost of such activities shall be borne by Licensee.

17. Licensor reserves the right, without liability to Licensee, to discontinue the use of, remove, replace, or alter the location of any or all of its poles or facilities, regardless of any occupancy by Licensee on any of Licensor's poles. Licensee shall, at its sole cost and within thirty (30) calendar days of the date of written notification from Licensor, or within such longer period of time as provided for therein, move, remove, rearrange, or alter any of its attachments as shall be required by such action of Licensor.

18. Licensee acknowledges that failure to timely move its attachments can result in 1) prolonged periods of double pole conditions, strongly disfavored by municipalities, public utility commissions and residents, 2) increased time and resources expended by pole owners attempting to coordinate this movement among attachers, and 3) loss of Licensor's goodwill. Unless otherwise agreed, in the event that Licensee fails to move, remove, rearrange, or alter its attachments within the time frames herein provided, Licensor, to compensate for the items above, shall charge a fee of \$500 per month, per

pole, beginning at the expiration of the thirty (30) day notice period, and continuing until and including the thirty (30) day period within which Licensee moves its attachments. Licensee further agrees to indemnify Licensor for any fines, fees, penalties, legal expenses, or other amounts incurred as a result of municipal, state or residential actions against Licensor as a result of the double pole condition. As a last resort, Licensor, at its option, shall have the right, without liability to Licensee or any of its subscribers to move, remove, rearrange, or alter said attachments itself, or through a third party. The costs of such activities shall be borne by Licensee. Licensor strongly encourages Licensee to work closely with Licensor, other attachers and approved contractors to provide efficient solutions for the transfer of attachments.

19. If Licensor discovers a violation of duties regarding the safe and proper installation and maintenance of attachments that could cause danger to life or property or pose a safety risk to employees and the general public, the Licensee shall be charged the actual costs of correcting such violation plus a flat fee of \$200 per pole. Except in the case where an imminent danger has been identified, and immediate correction has been made by Licensor, the Licensee may avoid such fees by submitting plans of correction, by correcting the violation, and by providing notice of the correction to the Licensor within thirty (30) calendar days of receipt of notification of the violation.

20. From time to time, Licensor will conduct pole attachment audits itself, or through a third party. Licensee agrees to pay its portion of the costs associated with any pole attachment audit; such audits to occur no more than once per calendar year. Licensor agrees to arrange to share the information collected regarding Licensee's attachments with Licensee.

21. Upon notice of unauthorized attachment(s), Licensee shall be liable for and shall pay to Licensor five (5) times the current annual rental rate per pole, plus interest, as an estimate of amounts due under this Agreement unless records reflect the actual length of time an unauthorized attachment has been present, in which case, Licensee shall be liable for all past due rental amounts, plus interest. In addition to past due rental amounts owed, and where not prohibited, Licensee shall pay an unauthorized attachment penalty of \$200 per pole to discourage deployment of facilities ahead of other attachers dutifully following the attachment process. Licensee must also initiate and complete the pole attachment application and make-ready process for each unauthorized attachment and pay an additional flat fee of \$200 per pole for any pole evidencing a violation of standards that could cause danger to life or property or pose a safety risk to employees and the general public.

22. Licensee may at any time abandon the use of a pole to which it has made an attachment under this Agreement by removing from such pole all of its attachments and by giving written notice thereof to Licensor. If by reason of removing attachments, Licensee causes Licensor to incur any costs, Licensee shall reimburse Licensor for all such costs.

INDEMNIFICATION

23. Licensee hereby agrees to indemnify, hold harmless, and defend Licensor from and against any and all actions or causes of action, claims, demands, liabilities, losses, costs, damages, or expenses of any kind whatsoever, including reasonable attorney's fees, which Licensor may suffer or incur by reason of the failure of Licensee to secure any right, license, permit or easement required for the construction or maintenance of Licensee's attachments to Licensor's poles, by reason of interruption of Licensee's service, by reason of bodily injury, including death, to any person or persons, or by reason of damage to or

destruction of any property including the loss of use thereof, arising out of or in any manner connected with the facilities of Licensee to be installed hereunder, or the installation, maintenance, removal, rearrangement, or alteration of Licensee's facilities by Licenser, including removal or relocation of attachments by Licenser under the provisions of the Agreement, or which Licenser may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligations of this Agreement, unless caused solely by the gross negligence or willful misconduct negligence of Licenser or any of its representatives or employees.

24. Licensee, for itself, its successors, and permitted assigns, does hereby waive, as a complying employer, its immunity provided for under the Workers' Compensation laws, with respect to damages, expenses, or costs incurred or sustained by Licenser that result from any of the claims, demands, liabilities, losses, costs, damages, or expenses that may be asserted by an employee of Licensee against the Licenser as indicated above. In addition, in furtherance of Licensee's defense, indemnify, and hold harmless obligations to Licenser, as stated above, Licensee agrees that if an employee of Licensee, or such employee's heirs, assigns, or anyone else otherwise entitled to receive damages by reason of injury or death to such employee, brings a workers compensation claim against the Licensee, that Licensee waives any actual or potential claim that it may have against Licenser, by reason of any subrogation rights that Licensee may have for any payments or expenses, or both, that Licensee, at any time, may make or incur, or both, arising out of, or in any way related to the workers' compensation claim.

25. Licenser shall in no event be liable for damages for Licensee's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and Licensee, and anyone claiming by or through them, expressly waives all claims for such damages.

INSURANCE

26. Licensee shall secure and maintain in force minimum policies of insurance of the types listed below (collectively, the "Policies") and shall furnish to Licenser, upon written consent to place attachments on any poles, certificates of insurance evidencing current coverage listed below:

- a. Commercial General Liability (CGL) insurance, including products-completed operations, independent contractors, and contractual liability coverages with minimum limits of \$5,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability;
- b. Automobile Liability insurance, including non-ownership and hired car endorsement, with minimum limits of \$5,000,000 per occurrence, combined single limit.
- c. Worker's Compensation coverage in the statutory amounts under the worker's compensation act(s) of the location(s) in which the work is to be performed, for the current period; and
- d. Employer's Liability with a minimum limit of \$1,000,000 for each accident or illness.

Any of the above per-occurrence limits may be satisfied by a combination of primary and excess liability coverage.

27. Additional Insured. FirstEnergy Corp. and its subsidiaries and affiliates shall be included by Licensee as an additional insured to, the Policies for the portion of any losses resulting from, or related to, the Licensee's sole or concurrent negligence. The Policies shall provide primary and non-contributory

coverage in relation to any insurance Licensor carries for the same losses and include a separation of insured's provisions. The limits of liability specified for the required insurance coverage herein are the minimum limits of liability that must be carried by Licensee. The limits of insurance required in the Article for "Licensee's Insurance" herein will in no way be deemed to limit any liabilities or obligations assumed by Licensee hereunder or under applicable law, except as provided by statute. A copy of the endorsement adding FirstEnergy Corp. and its subsidiaries and its affiliates as an additional insured (blanket endorsement is acceptable) shall be attached to the certificate of insurance providing general liability coverage.

28. **Lapse of Coverage.** The Policies shall not be canceled or allowed to lapse, and no change shall be made in this policy altering, restricting or reducing the insurance provided or changing the name of the insured without first giving at least thirty (30) calendar days' notice in writing to Licensor, with receipt of notice acknowledged. In the event of cancellation, lapse of, or prohibited change in any Policy, Licensor shall have the right to suspend provision of the work of Licensee until the Policy and certificates in evidence thereof are reinstated or arrangements acceptable to Licensor are made pending issuance of new policies and certificates. If any Policy shall be about to lapse or be canceled, Licensee shall obtain a new Policy with like coverage, and if Licensee fails to do so, Licensor may terminate the Agreement.

29. **Waiver of Subrogation.** Licensee and any of its subcontractors hereby waives any rights of subrogation they or any of their insurers may have against Licensor, each non-affiliated company disclosed in the Agreement, their respective agents or employees.

SCOPE OF LICENSE

30. Licensee shall obtain any right, license, easement, or permit from any governmental body, authority or other person or persons which may be required for the construction and maintenance of attachments of Licensee.

31. Licensor does not represent that it has or will have any easements, rights-of-way or franchises for the construction and maintenance of said attachments or for rights of entry upon premises for construction and maintenance of said attachments.

FEEES, RATES AND PAYMENT TERMS

32. If any payment due under this Agreement is not received at the Licensor's offices on or within thirty (30) days of invoice, an additional amount equal to a monthly charge of 1.5% shall be applied to any unpaid balance.

33. Licensee shall pay to Licensor, upon execution of this Agreement, a license preparation and administration fee of One Thousand (\$1,000.00) Dollars.

34. For the purpose of computation of rentals, any space occupied by or reserved for, the Licensee's fiber optic attachments on the Licensor's poles during any portion of the billing period in any calendar year shall be considered to have been occupied by the Licensee for the entire period. Rental shall be paid based upon the number of pole attachments to which Licensee has attached to any portion of Licensor's poles at the time of billing.

35. The following rules shall apply to the calculation and collection of the pole attachment rental rate as follows:

- a. The annual rate per attachment per pole payable by Licensee to Licensor shall be \$25.00.
- b. Licensor's pole rental charge shall also include an annual increase of four percent (4%) per year for as long as this Agreement shall remain in force

36. Licensor reserves the right to grant to others not parties to this Agreement such rights or privileges to use any poles covered by this Agreement as are not in conflict with this Agreement. Licensee shall reimburse any other licensee of the Licensor having rights and privileges that have been conferred by the Licensor for any expense reasonably incurred by such licensee as a result of the rearrangement or relocation of such licensee's equipment to accommodate the requirements of Licensee.

37. Except as otherwise provided in this Agreement, when Licensee is obligated hereunder to perform certain work on Licensee's facilities at its own expense and Licensor and Licensee agree that it is preferable for Licensor to perform the work, then Licensor shall perform the work and Licensee shall promptly pay the full cost thereof.

DEFAULT AND DISPUTE RESOLUTION

38. Notwithstanding any other remedies allowed by this Agreement, if Licensee fails to comply with any of the provisions set forth herein or defaults in the performance of any of its obligations hereunder and fails within thirty (30) calendar days after receipt of written notice from Licensor to correct such default or non-compliance, Licensor may, at its option forthwith terminate this Agreement or withdraw its consent to place and maintain attachments on any pole to which such default or non-compliance may be attributed, or both, and may decline to authorize additional attachments under this Agreement until such defaults are cured, and may, without liability to Licensee or its subscribers, remove, or make arrangements to have removed, Licensee's attachments at Licensee's expense. Notwithstanding the above, the Agreement shall not be terminated if the default cannot reasonably be cured within thirty (30) calendar days after Licensee's receipt of notice from Licensor, provided Licensee commences the cure within such thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion. If Licensee fails to comply with its obligations to pay Licensor as outlined above, and Licensee has failed to pay because it disputes the amount charged, Licensee may, within thirty (30) days' notice of nonpayment, deposit such disputed amounts into escrow in order to suspend termination of this Agreement pending resolution of the dispute.

39. In the event of any dispute between the parties under the Agreement or regarding any applicable pole attachment regulations, the party seeking resolution of the dispute must submit written notice to the other party describing the dispute, unless the parties mutually agree in writing to dispense with this dispute resolution process for a particular dispute. If the parties cannot resolve the dispute within fifteen (15) calendar days of such notice, each party shall promptly appoint a designated representative who has authority to settle the dispute. The designated representatives shall negotiate in good faith, and all reasonable requests for relevant information from one party to the other party shall be honored. If the parties cannot resolve the dispute within sixty (60) calendar days after the written notice, then either party

may submit the dispute to the relevant jurisdictional authority for nonbinding mediation or as a complaint. Neither party shall pursue its remedies under law or equity until the remedies under this Section have been exhausted.

TERM AND TERMINATION

40. Unless otherwise terminated earlier, this Agreement shall continue in effect for a period of one (1) year from its date, and thereafter shall automatically renew on a year-to-year basis until terminated by either party by 1) for purposes of amendment, giving sixty (60) days' written notice to the other party, or 2) for purposes of termination, giving one hundred eighty (180) days' notice to the other party.

41. Upon notice from or to Licensor, Licensee shall proceed to remove its attachments from Licensor's poles without undue delay and shall complete such removal prior to the specified termination date. In the event that Licensee removes all attachments prior to the expiration of the year term, this Agreement shall be deemed terminated as of the date Licensor verifies proper removal, with said costs of verification being borne by Licensee. Verification shall take place within a reasonable time, but in no event later than sixty (60) calendar days, after receipt of notice of such removal.

MISCELLANEOUS

42. Where required, the following affirmative action clauses are incorporated herein by reference: the equal employment opportunity clause in 48 CFR 52.222-26, the handicapped clause in 48 CFR 52.222-36, the disabled veterans and veterans of the Vietnam Era in 48 CFR 52.222-35, and the Alternate I Clause utilization of Small Business and Small Disadvantaged Business contained in 48 CFR 2.219-9. The attachments shall at all times remain the exclusive property of Licensee.

43. Confidential Information. Any confidential information, as defined in the following paragraph herein, made available pursuant to this Agreement shall be held in confidence by each of the parties to protect the legitimate business needs or privacy interests, or both, of the parties.

44. Confidential Information Defined. Confidential Information means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one party (the "Disclosing Party") to the other party (the "Recipient") regarding itself, its information, the business of its affiliates, the Agreement, or any combination thereof. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under obligation of confidentiality or (d) is already lawfully in the Recipient's possession prior to disclosure by the Disclosing Party.

45. Obligation of Confidentiality. Each party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation, or in connection with a government or civil proceeding. If the Recipient determines that release of Confidential Information is required by law or regulation, then the Recipient shall notify the Disclosing Party in order to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations of confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations

and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of five (5) years thereafter. Notwithstanding the foregoing, one (1) archival copy of the Confidential Information may be maintained securely by Recipient and will remain subject to the confidentiality terms and obligations of this Article.

46. This Agreement shall be binding upon and inure to the benefit of the parties hereof, their successors or assigns, but Licensee shall not assign to any other person or association not affiliated with Licensee any rights or privileges hereby granted, or authorize any other such person or association not affiliated with Licensee the exercise of any rights or privileges herein provided for, without the express, prior written consent of Licensors, with said consent not being unreasonably withheld, delayed, or conditioned.

47. All notices permitted or required to be given hereunder shall be in writing and shall be duly given upon actual delivery if done in person, or if mailed, on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail. All notices shall be delivered or sent to the other party at the proper addresses set forth in this Article, or at any other addresses as the parties may designate by ten (10) calendar days prior written notice given in accordance with this provision.

If notice is to be sent to Licensors, send to:

Jersey Central Power and Light

Attn: Corporate Joint Use

341 White Pond Drive

Akron, OH 44320

Corpjointuse@firstenergycorp.com

If notice is to be sent to Licensee, send to:

Borough of Mount Arlington

Attn: Borough Clerk

419 Howard Boulevard

Mount Arlington, NJ 07856

48. If a provision of this Agreement is determined to be illegal or unenforceable, then this Agreement, as appropriate, remains in effect and such provision is deemed to be deleted.

49. The failure of either party to insist or enforce in any instance strict performance of any of the terms of this Agreement, or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

50. This Agreement shall be construed under and in accordance with the laws of the State of New Jersey for both substantive and procedural matters (without giving effect to conflict of laws principles) regardless of the theory upon which any proceeding or action is asserted. Any proceeding or action brought as a result of or arising under this Agreement shall be brought and maintained in the State of New Jersey.

51. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement. Delivery of a copy of this Agreement by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery

of the paper document bearing the original signature.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative, in duplicate, the day and year above first written.

Witness:

BY: _____

**JERSEY CENTRAL POWER AND
LIGHT**

(Licensor)

BY: _____

(Print Name)

Title: Director Distribution Portfolio
Management

Witness:

BY:  _____

**BOROUGH OF MOUNT ARLINGTON
(Licensee)**

BY:  _____

Michael Stanzilis

(Print Name)

Title: Mayor

JC Approval _____