

Borough Spring Lake Heights
 555 Brighton Avenue
 Spring Lake Heights, NJ 07762

BIDDING DOCUMENTS CHECKLIST

FOR THE CONTRACT ENTITLED:

COMMUNICATIONS LEASE AGREEMENT:

The Borough of Spring Lake Heights is soliciting bids for the lease of real property for the construction of a Communications tower and facilities, and the placement of and continuing operations of wireless telecommunications at property located 525 Old Mill Road, Spring Lake Heights, New Jersey 07762, also known as Block 24, Lot 18, where currently a water tower is installed.

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**BOROUGH OF SPRING LAKE HEIGHTS
MONMOUTH COUNTY, NEW JERSEY**

NOTICE TO BIDDERS

Invitations are extended to bidders to bid for the following project:

Bids for the lease of real property for the construction of a Communications tower and facilities, and the placement of and continuing operations of wireless telecommunications at property located 525 Old Mill Road, Spring Lake Heights, New Jersey 07762, also known as Block 24, Lot 18, where currently a water tower is installed

SPRING LAKE HEIGHTS BOROUGH (“Borough”) will accept bids by mail, recognized overnight carrier or in person for a Communications Site Lease Agreement for the rental of a portion of Borough owned property at 525 Old Mill Road, Spring Lake Heights, NJ, 07762, Block 24, Lot 18, until 11:00 a.m. on February 22, 2024, at which time all bids will be publicly opened and read aloud. Spring Lake Heights Borough shall not be responsible for any bid mailed which is lost in transit or delivered late by the postal service or recognized overnight carrier. Bids should be submitted in SEALED ENVELOPES, addressed to the Janine Gillis-Borough Clerk, Spring Lake Heights Borough, 555 Brighton Avenue, Spring Lake Heights, New Jersey 07762, and clearly marked on the outside

“ – Bid for Communications Site Lease Agreement ENCLOSED – DO NOT OPEN.”

Specification documents may be examined Monday through Friday, except legal holidays, from 9:00 A.M. to 4:30 P.M., prevailing time, at the Borough's administrative office at 555 Brighton Ave, Spring Lake Heights, NJ.

A digital version may be requested at no charge by sending an email request to administrator@springlakehts.com. Paper copies of the bid documents will not be provided. Include the following information in your request: company name, address, phone, fax, contact person and their email address. Bidders electing to receive specifications from a third party, or any other service or entity assume the responsibility of ensuring they receive any issued revisions or addenda.

After receipt of bids, no bids may be withdrawn within sixty (60) days after the date of the bid opening except as provided for in the contract documents. The bid of any bidder who consents to an extension may be held for consideration for a longer period as may be agreed upon between bidder and the Borough. Bidders must use and fully complete proposal forms within the specifications and comply with all requirements included therein and in the contract documents.

The Borough reserves the right to reject any or all bids, to waive immaterial informalities, or to accept any bid which, in the opinion of the Borough, will be in the public interest, all in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12—1, et seq. In the event of an equal or tie bid, the Borough shall award the bid to the bidder which, in the Borough’s sole discretion, best serves the public interest.

The Borough requires a minimum rental bid of fifty eight thousand and 00/100 dollars (\$58,000.00) per year with 3% annual increases over the course of the contract. Bidders are required to comply with the requirements of P.L. 1975, c. 127, the Americans with Disabilities Act, and all New Jersey, Federal, local, and Borough laws, regulations and policies.

BY ORDER OF SPRING LAKE HEIGHTS BOROUGH OF THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY.

Janine Gillis, Borough Clerk

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor organization or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor organization or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-

31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor organizations, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Bidder's signature

Americans with Disabilities Act Mandatory Language

Equal Opportunity for Individuals with Disabilities

The contractor and Spring Lake Heights Borough (hereinafter the "Borough") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act" or "ADA"), 42 U.S.C. §12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough's grievance procedure, the contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Borough shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Borough or any of its agents, servants and employees, the Borough shall expeditiously forward or have forwarded to the contractor every

demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Borough pursuant to this paragraph.

It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

Spring Lake Heights Borough, Monmouth County, New Jersey, invites sealed bids pursuant to the Notice to Bidders.

- A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- B. The bid proposal form and required documentation shall be submitted, (1) in a sealed envelope; (2) addressed to Spring Lake Heights Borough, Attn: Borough Clerk, 555 Brighton Avenue, Spring Lake Heights, New Jersey, 07762; (3) bearing the name and address of the bidder written on the face of the envelope, and (4) clearly marked "Old Mill Road – Bid for Communications Site Lease Agreement ENCLOSED -- DO NOT OPEN". All proposals must be returned on or before February 22, 2024 at 11:00 am, prevailing time.
- C. It is the bidder's responsibility to see that bids are presented to the Borough on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the designated time and date will be returned unopened.
- D. Sealed bids forwarded to the Borough before the time of opening of bids may be withdrawn upon written application of the bidder, who shall be required to produce evidence showing that the individual is or represents the principal or principals who submitted the bid.
- E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- F. Each bid proposal form must give the full business address of the bidder and

be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished. Additionally, certain bid proposal forms must be notarized.

2. BID SECURITY.

Accompanying each bid shall be a bid security payment in the amount equal to ten percent (10%) of the initial year bid amount, but not in excess of \$20,000. Checks shall be made payable to Spring Lake Heights Borough.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed. The check or bid-bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract/lease.

3. BID DOCUMENTS.

The bid must be returned in its entirety in order to be considered for an award. Each bid must be accompanied by the items requested below in the form(s) attached. Failure to provide these items and the entire bid package may cause for rejecting this proposal. For bidders' convenience, a Bid Documents Check List is also included with the Bid Documents.

1. Proposal Form
2. Affirmative Action Form
3. List of names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock - "Ownership Disclosure".
4. Non-collusion Affidavit
5. Addenda Acknowledgment
6. Iran Investment Disclosure Form
7. New Jersey State Business Registration Certificate.
8. Bid Guarantee

4. INTERPRETATION AND ADDENDA.

- A. No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents.
- B. Any supplemental instructions or requirements will be in the form of a written Addendum which will be forwarded to all prospective bidders on record by Fax and/or email not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid.
- C. All Addenda issued prior to bid receipt date must also be signed and returned with the bid.
- D. All Addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.

5. FAILURE TO EXECUTE A LEASE.

Should the successful bidder fail to execute and deliver the Lease, as defined in Section 7, within one hundred eighty (180) days after bid award, the bidder forfeits to the Borough, as liquidated damages, the bid security deposited with its bid. An extension of the 180-day window may be granted by the Borough if the Borough determines, in its reasonable discretion, to do so.

6. RIGHT TO REJECT BIDS.

The Borough reserves the right to reject any and all bids or parts thereof and to waive any informality if deemed in the best interests of the Borough.

7. AWARD OF BIDS.

Successful bidder(s), termed “Co-locators” will be awarded the right to lease space on the tower and within the tower facility for the placement of each co-locators equipment.

8. AWARD OF CONTRACT.

Award of the Lease(s) will be made on or before the Borough’s 2nd regularly scheduled council meeting date after the receipt of bids as per Local Lands & Building Law..

9. TERMINATION.

- A. If through any cause the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the successful bidder shall violate any of the requirements of the Lease Agreement, the Borough shall thereupon have the right to terminate this contract by giving written notice to the successful bidder should the successful bidder fail to rectify the situation after reasonable notice.

- B. In the event that (i) any of Successful bidder's applications for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Successful bidder is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Successful Bidder determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Successful bidder determines that any soil boring tests or structural analysis is unsatisfactory; (v) Successful bidder determines that the Premises is no longer technically or structurally compatible for its use, or (vi) Successful bidder, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, Successful bidder or Borough shall have the right to terminate this Agreement. Notice of successful bidder's or Borough's exercise of its right to terminate shall be sent to either party, at the address indicated in the contract documents for receipt of Notices, in writing, by certified mail, return receipt requested, and shall be effective one-hundred and eighty (180) days upon receipt of the Notice by the non-terminating party, or upon such later date as designated by the terminating party.
- C. The successful bidder agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers for payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough or the successful bidder under this provision.

10. HOLD HARMLESS.

Any bidder awarded a Lease under these specifications shall indemnify and hold harmless the Borough, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the bidder, its employees, agents, servants or subcontractors in the performance of the work pursuant to these specifications or the failure of the bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. These Hold Harmless obligations of the bidder shall not apply to any claims arising from the acts or omissions of the Borough. The bidder further agrees that this indemnification by the bidder shall continue after completion, expiration or termination of the Lease for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees resulting from acts or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion, expiration or termination of the Lease.

11. NON-COLLUSION AFFIDAVIT.

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

12. STATEMENT OF CORPORATE OWNERSHIP.

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials

or supplies, unless, prior to the receipt of the bid or accompanying the bid said corporation or partnership, there is submitted a statement setting forth the names and addresses or all stockholders in the corporation or partnership who own a ten (10%) percent or greater interest therein. Said Statement shall be completed and attached to the bid proposal. If any stockholder or partner has been previously convicted of a crime of bribery (or other financial crime), then such bidder shall not be a responsible bidder.

13. NON-DISCRIMINATION.

There shall be no discrimination against any employee engaged in the work pursuant to any contract resulting from this bid, or against any applicant to such employment because of race, creed, color, national origin or ancestry, sexual or affectional preference or handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

14. STATUTORY AND OTHER REQUIREMENTS.

A. Required Affirmative Action Evidence

1. No firm may be awarded a contract unless they comply with the Affirmative Action regulations of P.L. 1975, C. 127 (N.J.A.C. 12:27 et seq).
2. Procurement, Professional and Service Contracts

All successful vendors must submit prior to the date of award one of the following:

- i. a letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program; or
- ii. a Certificate of Employee Information Report approval;

if vendor does not have either of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report form (Form AA-302).

B. Americans with Disabilities Act of 1990

All vendors must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101).

C. Worker and Community Right to Know:

The manufacturer or supplier of a substance or mixture shall supply the Chemical

Abstracts Service number of all the components of the mixture or substance and the chemical name to the Borough to assure that every container bears a proper label 315 “Worker and Community Right to Know Act”, subsection b, Section 14. Further all applicable Material Safety Data Sheets (M.S.D.S.), a/k/a, hazardous substance fact sheet, must be furnished to the Borough.

D. Acquisition, Merge, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Lease, the successful bidder disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the successful bidder shall in a timely manner notify the Borough of the identity of the new owner(s), and the new owners may be required to submit a performance bond in the amount of one year of then current Lease payments.

E. Governing Law, State and Funding:

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the New Jersey Prevailing Wage Act, N.J.S.A. 34:56-27 and the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

15. **IRAN DISCLOSURE FORM:**

The Iran Disclosure form, which is part of these specifications, shall be properly executed and submitted prior to award of contract.

PROJECT SPECIFICATIONS

Spring Lake Heights is soliciting bids for the lease of real property for the construction of a Communications tower and facilities, and the placement of and continuing operations of wireless telecommunications at property located at 525 Old Mill Road, Spring Lake Heights, New Jersey 07762, also known as Block 24, Lot 18, where currently a water tower is installed.

The intent of these specifications is to award a Lease (substantially as in the attached form) to a successful bidder for the construction of a new, approximately 160' Monopole (final height and design to be determined during post-bid assessment of bidder needs), and related facilities for an initial term of five (5) years, with four (4) additional renewal terms of five (5) years each, commencing on the date which the Lease is fully executed by both parties. If multiple bids are received, it is the Borough's intention to work to accommodate the placement of all successful bidders/co-locators' equipment as may be available, with first choice of equipment placement being awarded to the highest bidder ("Lead Bidder"), the second choice of equipment placement being awarded to the second highest bidder responding to this bid, the third choice of equipment placement being awarded to the third highest bidder responding to this bid, and so forth. The Lead Bidder, as determined by the Borough, shall enter into a lease with the Borough and shall be responsible for the construction and maintenance of the Monopole. Each other successful bidder, as determined by the Borough, shall enter into a lease with the Borough for the placement of antennas on the Tower and ancillary ground equipment in the area around the Tower. It is intended that each lease (for highest and subsequent bidders) shall include the right to install and maintain antennas for use in connection with communications equipment, together with the right to erect and maintain an equipment cabinet concrete pad or equipment shelter, and shall be substantially as attached to these specifications. All rent, including co-locator rent, shall be paid directly to the Borough at the amount(s) bid.

1. Co-locators shall pay to Lead Bidder their pro-rata share of Lead Bidder's costs associated with the collective aspects of the project such as drawings, permitting, attorneys fees, installation and maintenance of the tower. The amount of shared costs shall be approved by the Borough. Any pro-rata payments made to the Lead Bidder by Co-locators are separate from the rent payments which shall be due to the Borough under this bid. All Co-locators must enter into a co-location agreement with the Lead Bidder, in a form acceptable to the Borough, that spells out the reasonable development costs and that will set forth each parties' rights and responsibilities with respect to paying the development and maintenance costs of the facility however the lack of a co-location agreement will not affect the Agreement between the Borough and each Co-locator.

2. Successful bidders will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, and Umbrella liability insurance with limits of not less than \$4,000,000 per occurrence combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits, with a certificate of insurance to be furnished to the Borough within 30 days of written request. Upon receipt of notice from its insurer, successful bidder shall provide 30 days written notice of cancellation of any required coverage. The successful bidder shall name the Borough as an additional insured under said policy. Insurance requirements may be negotiated if mutually agreed upon by Successful Bidder and Borough, provided minimum amounts are satisfied.
3. The Borough makes no representations regarding the status or condition of the facility or property. Bidders may contact the Borough to arrange for inspection of the site and to satisfy themselves of its suitability for its proposed use.
4. The minimum bid is fifty eight thousand dollars and 00/100 dollars (\$ 58,000.00) a year to be paid in equal monthly installments. Rental payments shall commence on the first day of the month after successful bidder is in receipt of all necessary approvals to begin Construction (the "Rent Commencement Date").
5. Rent shall increase by 3% per year.
6. A one-time, up-front payment of \$3,000 shall be made by each successful bidder to the Borough prior to the start of construction. This one-time, up-front payment is in addition to the annual base Rent amount.
7. Upon expiration of the initial five-year term, the Agreement may be extended for up to four (4) additional five-year terms, unless successful bidder terminates it at the end of the then current term by giving Borough written notice of the intent to terminate at least six (6) months prior to the end of the then current term, or unless Lead Bidder's lease with the Borough has expired. The Borough shall not unreasonably withhold its consent to extend the Agreement. Final lease term shall run concurrent with final lease term of the original lease between the Borough and the Lead Bidder.
8. If a bidder should fail to enter into a Lease, or perform under the parameters of this bid, then the Borough shall have the right to award to the next highest bidder.
9. Any supplemental instructions or requirements will be in the form of a written Addendum which will be forwarded to all prospective bidders on record by Fax and/or email.
10. It is understood and agreed that successful bidder's ability to use the Premises is contingent upon its obtaining, after the execution date of the Lease, all of the certificates and permits including, but not limited to approvals by N.J.D.E.P. if required, and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit use of the Premises as set forth above. Submission of design drawings and permit applications shall occur in a timely manner. If installing new equipment or

proposing any construction, bidder shall file for approval and permits commensurate with the permitted use designation. The Borough will, as a condition of the lease, require an informal review and approval for any new equipment and antenna installation design by the Borough's communications consultant and the Borough. Borough shall have input and the right of final approval of all design aspects of tower attachments, structures and equipment within the tower compound facility.

11. Successful bidder shall have the right to perform the following due diligence investigations to the extent required by the bidder:
 - a. Title Search.
 - b. Phase One and Phase Two Environmental Inspections, if required.
 - c. Soil Boring Tests.
 - d. Historic Screening as required by the National Environmental Protection Act Checklist.
 - e. Regulatory filing with the Federal Aviation Administration (FAA), if applicable.
 - f. Any and all required NJDEP permits, or other permits and approvals required by any governmental agency with jurisdiction.
12. Upon Borough review and approval, the Successful Bidder(s) shall submit electrical and building permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Borough and all necessary permits have been properly obtained by the successful bidder. The plans shall include fully dimensioned site plan drawn to scale showing the proposed locations for ground area required; centerline of antenna, type and sizing of antenna mountings; and the proposed sizing and type of construction materials for all structures, including fencing (if any); and any other details the Borough may request.
13. Construction and maintenance work shall not interfere with Borough activities, and the Borough's designated representative(s) shall be notified in advance of the need to access the tower compound. The Borough shall provide the successful bidder(s) with contact information for a Borough representative(s) who shall be available 24/7 by phone and/or in person, as appropriate, in the event an emergency necessitates accessing the tower facility outside of normal business hours.
14. All successful bidders shall, at their own expense, maintain the leased premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair. Successful bidders shall be responsible for the repair of any Borough property outside of the leased premises damaged during any construction or maintenance work. All successful bidders shall keep the premises free from debris and anything dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Successful bidders shall also arrange for their own metered electrical service from the local utility company and shall pay all charges for the electricity and other utilities used by it at this site.
15. Successful bidder's installation shall meet or exceed current standards and regulations of the FAA, the FCC, and any other Agency or State or Federal government with the authority

to regulate communications equipment.

Bid Proposal Form

Bids for the lease of real property for the construction of a Communications tower and facilities, and the placement of and continuing operations of wireless telecommunications at property located 525 Old Mill Road, Spring Lake Heights, New Jersey 07762, also known as Block 24, Lot 18, where currently a water tower is installed.

The firm of _____
submits a binding bid proposal for the above-referenced bid for an annual rent during initial
term for each year at

\$ _____/yr.

*(Minimum bid shall be not less than fifty eight thousand and 00/100 dollars (\$58 ,000.00)
per year. Rent to increase 3% each year of the term)*

(Proposed Annual Rent Amount Written in Words)

Name of Company _____

Signature _____ Date _____

(Printed Name)

(Position)

Address of Company _____

Witnessed By: _____

(Name)

(Position or Notary)

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C 127, (N.J.A.C. 17:27). Prior to the date of the award, the successful bidder shall present one of the following:

1. A letter from the U.S. Department of Labor that the successful bidder has an existing federally approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion
(A.A.302 - Affirmative Action Employee Information Report).

The following questions must be answered by all successful bidders:

1. Do you have federally approved or sanctioned Affirmative Action Program?

Yes ___

No ___

2. Do you have a State Certificate of Employee Information Report Approval?

Yes ___

No ___

You shall submit a photostatic copy of such certificate.

The undersigned successful bidder certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The successful bidder must be rejected as non-responsible if the successful bidder fails to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of approval or A.A.302 is required.

Company

Signature

Title

**Mandatory Affirmative Action Language
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor organization or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor organization or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to PL 1975, C127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor organizations, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect

discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

STATE OF NEW JERSEY – LAWS OF 1977 – CHAPTER 33

(Disclosure Statement)

No corporation or partnership shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State, or agency of the State, or of any county, municipality or Borough, or any authority, board of commission which exercises governmental functions, unless prior to the receipt of the bid, or accompanying the bid, of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

**Name of
Business:** _____

**Address of
Business:** _____

**Name of person completing this
form:** _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly

traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I, _____ as _____ of

(Name of Partner or Officer Title Name of the Firm)

Located _____ at

(Business Address)

in the County of _____ and State of _____ being of full age, and duly sworn according to law on my oath depose and say that I am _____ of the firm of the bidder making the Proposal for the above named project, and that I executed said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that Spring Lake Heights Borough relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Name of bidder)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this ___ date of _____, 2023

Signature

NOTARY PUBLIC

NAME OF AFFIANT

ADDENDA ACKNOWLEDGEMENT

THIS MUST BE SUBMITTED WITH YOUR BID

- Please sign this sheet to indicate that you have received all the addenda that have been prepared for this project.
- List on this sheet all the addenda that you have received.
- In the event that no addenda were issued, were necessary please initial below to indicate that you have not received any addenda.

Acknowledgement by Bidder:

NO ADDENDA HAVE BEEN NECESSARY

Signature: _____

Print Name: _____

Name of Company: _____



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

TOWER LEASE AGREEMENT

This Agreement, made this ___ day of _____, 2023, between the Borough of Spring Lake Heights with its principal offices at 555 Brighton Avenue, Spring Lake Heights, New Jersey 07762 hereinafter designated LESSOR, and _____, with offices at _____ hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

Whereas, LESSOR is the owner of property having a street address of 525 Old Mill Road, Spring Lake Heights, NJ 07762 and designated as Block 24, Lot 18, located in the Borough of Spring Lake Heights, County of Monmouth, State of New Jersey (hereinafter referred to as the “Property”). The Property is more fully described on Exhibit A, attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES

- a. LESSOR hereby leases to the LESSEE () sq. ft. of ground space for LESSEE’S tower and ground equipment (“Premises”), located at 525 Old Mill Road, Spring Lake Heights, NJ, as shown on the Tax Map of Spring Lake Heights as Block 24, Lot 18, as described in Exhibit A. The Premises may be used by LESSEE for the transmission and reception of radio communication signals and for the permitting, construction, installation, operation, maintenance, repair, upgrade, removal or construction of related facilities, including, without limitation, antennas, cables, related ground equipment and/or cabinets), as described in the attached Exhibit B and depicted in the attached Exhibit C.
- b. All of LESSEE’s equipment or other property attached to or otherwise brought onto the Premises, except as clarified in paragraph 14 below, shall at all times remain personal property and are not considered fixtures, and at LESSEE’s option may be removed by LESSEE at any time during the term hereof or any renewal terms. Upon expiration or termination of this Agreement, LESSEE agrees to repair any damage to the Premises caused by LESSEE during the term of the Agreement, ordinary wear and tear and damage from the elements excepted.
- c. In connection therewith, LESSEE shall have the right, at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required. LESSEE shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. LESSOR and LESSEE agree that if in the future an easement is required

to obtain electrical power, an acceptable location, at no cost to LESSOR, will be agreed to by LESSOR and the servicing utility company

d. The LESSEE shall have the right, at its sole cost and expense, to obtain natural gas service from the servicing gas Company, for supplying the emergency generators, as required. LESSEE shall have a separate gas meter and cut out switch for the supply of gas to the cell tower facility. The Lessee shall be responsible for the gas it consumers for its operations. LESSEE and LESSOR agree that if in the future an easement is required to obtain gas, an acceptable location, will be agreed to by LESSOR and the servicing utility company.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties (the "Commencement Date", provided, however, the initial term shall be for five (5) years and shall commence on the Rent Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ dollars (\$) ("Rent") to be paid in equal monthly installments on the first day of the month, in advance, to the Borough of Spring Lake Heights or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Paragraph 23 below. Rental payments shall commence on the first day of the month after LESSEE is in receipt of all necessary approvals to begin Construction or 120 days after date of bid award, whichever occurs first (the "Rent Commencement Date"). An extension of the 120-day Rent Commencement Date limit may be granted by LESSOR if cause for delay in obtaining necessary approvals is beyond the control of LESSEE and/or if LESSOR deems LESSEE is making a good faith effort to obtain necessary approvals. The first Rent payment shall be made within forty-five (45) business days of the Commencement Date, with subsequent Rent payable by the fifth day of each month.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. On each annual anniversary of the Commencement Date during the Term or any Renewal Term, Rent shall increase by three percent (3%) of the base Rent for the previous twelve (12) months.

c. LESSOR shall grant LESSEE the right to use whatever means reasonably necessary to procure and deliver electrical service, gas service and telephone service within the Premises and LESSOR shall cooperate in said efforts, at no cost to LESSOR. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the

right to install conduits connecting the temporary power source and related appurtenances to the Premises with the LESSORS approval.

- d. A one-time, up-front payment of \$3,000 shall be made by LESSEE to the LESSOR prior to the start of construction. This one-time, up-front payment is in addition to the annual base Rent amount.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the Rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

6. USE; GOVERNMENTAL APPROVALS.

- a. LESSEE shall use the Premises for the transmission and reception of radio communication signals and for the permitting, construction, installation, operation, maintenance, repair or

removal or construction of related facilities and antennas. All of LESSEE'S improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion of the LESSEE in consultation and agreement with the LESSOR. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term in consultation. Modifications of equipment after the initial installation require prior approval of LESSOR, which shall not be unreasonably withheld. Notwithstanding the above, any ground equipment that is modified does not need LESSOR'S consent if said modification is solely in the Premises. Also, Lessor consent is not needed for any modifications Lessee makes to its antennas and or related equipment located on the new tower, provided that LESSEE's modifications are simply swapping antennas, RRH's, RRU's etc. with similarly sized equipment at its centerline height. All modifications shall require notice to LESSOR with updated drawings and equipment list. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits, including, but not limited to approvals by N.J.D.E.P., if required, and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. Submission of design drawings and permit applications shall occur in a timely manner.

- b. Zoning Variance is not required as this is a permitted use and considered a Municipal Facility. LESSEE shall file for approval and permits commensurate with the permitted use designation. LESSOR will, as a condition of the lease, require an informal review and approval for LESSEE'S equipment design by), municipal professionals and the Borough Council. Borough Council shall have input and the right of final approval of all design aspects of LESSEE'S installation. LESSEE shall cooperate with and provide professionals/consultants or a courtesy review of the project before the Borough council and Planning Board under N.J.S.A. 40:55D-31. . A site design visit will be held by the LESSOR for purposes of finalizing the installation. Upon Business Administrator and Council approval, LESSEE shall submit electrical and building permit applications.
- c. LESSOR shall cooperate with LESSEE in its effort to obtain approval and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE or LESSOR shall have the right to terminate this Agreement. Notice of LESSEE's or LESSOR'S exercise of its right to terminate shall be given to either party in writing by certified mail, return receipt requested, and shall be effective one-hundred and eighty (180) days upon the mailing of

such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

- d. LESSEE shall work with the municipal communications consultant to design its installation, so that ground area is co-locatable for maximum additional telecommunications providers (“Co-locators”), plus requested or reasonably foreseeable Borough communications transmit and receive antennas and equipment as LESSOR may so designate. LESSEE shall coordinate with equipment loading specifications from LESSOR’S municipal communication consultant, to ensure there is adequate structural capacity to accommodate reasonably foreseeable Co-locators needs and the ground space shall be designed so as to maximize the use to accommodate all future Co-locators. Final site design to be approved by LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 9, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of use of the facility that is the subject of this lease. This indemnification will cover all actions including but not limited to, the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party’s defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party’s request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.
8. INSURANCE. LESSEE will procure and maintain commercial general liability insurance, with a limit of liability of \$1,000,000 per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to LESSOR within 30 days of written request. LESSEE shall name LESSOR as an additional insured, as their interests may appear, under said policy. Upon receipt of notice from its insurer, LESSEE will provide 30 days written notice of cancellation of any required coverage.
9. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 7 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees 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.

10. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.
11. ACCESS TO PREMISES. LESSOR agrees the LESSEE shall have access to the Premises at all times for the purpose of installing and maintaining the said equipment as set forth on Exhibit B, as may be amended from time to time, that must be adhered to or access will be denied. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.
12. TOWER COMPLIANCE. All antenna(s) on the Tower must be identified pursuant to Federal Communication Commission ("FCC") requirements. LESSEE is responsible to reimburse Lead Tenant for LESSEE's pro-rata share of tower maintenance costs. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified pursuant to Federal Communication Commission ("FCC") requirements.
13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other LESSEES of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's Equipment causes such interference, for a period in excess of ninety (90) days after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSOR's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. It is understood that in any dispute arising out of the definition of harmful under industry standards the LESSOR will conduct a good faith evaluation and will make the sole determination if harm has been caused or is likely to occur.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term or earlier termination of the lease, at the LESSOR's discretion sell the tower and facility to the LESSOR for the sum of one dollar or within ninety (90) days after expiration of the Term, or any earlier termination of the Agreement, remove its antenna(s), equipment, conduits, fixtures, electrical, phone and gas supply, and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the Rent applicable during the month immediately preceding such expiration or earlier termination.
16. RIGHT OF FIRST REFUSAL. Intentionally Omitted.
17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient

title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement, along with all Exhibits attached hereto, the bid specifications and Lessee's proposal, as accepted by the Borough, contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Jersey.
22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Borough of Spring Lake Heights
 555 Brighton Avenue
 Spring Lake Heights
 New Jersey 07762

LESSEE:

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have thirty (30) business days in which to cure any monetary breach and thirty (30) business days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) business days if the nature of the cure is such that it reasonably requires more than thirty (30) business days and LESSEE commences the cure within the thirty (30) business day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. The Lessor has the right to determine the adequacy of the cure to correct any default. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by the contract if the failure to perform such an obligation interferes with LESSOR's ability to conduct its business on the Property; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) business days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) business days if the nature of the cure is such that it reasonably requires more than thirty (30) business days and LESSOR commences the cure within the thirty (30) business day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

26. REMEDIES. 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 on the defaulting

Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. 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. In the event of a default by either Party with respect to a material provision of this Agreement, 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 terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the parties shall use reasonable efforts to mitigate its damages in connection with a default.

27. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's activities on the property and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

28. CASUALTY.

- a. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.
- b. If the casualty is caused by any of the activities of the LESSEE on the property which results in telecommunications services to be terminated, LESSEE shall be responsible for providing temporary telecommunications services of equivalent capability until permanent services are provided and/or the Tower and is returned to service.

29. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) business days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) business days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) business days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.
30. SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY / AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
31. APPLICABLE LAWS. During the Term, LESSEE shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to maintenance of common elements of the Premises, as well as the improvements being made by LESSEE in the Premises.

32. LEASE DOCUMENTS. The lease documents shall consist of the following:
- A. Notice to Bidders;
 - B. Bid Specifications;
 - C. Lessee's Proposal (as accepted by the Borough);
 - D. Lease Agreement (with all attachments);
33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any transfer, termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
35. CO-LOCATION / USE BY OTHER WIRELESS CARRIERS. LESSEE shall construct, own and maintain a tower. LESSEE shall have first choice in antenna location on the tower. It is intended and accepted that the Tower and Premises shall be made available for use by a minimum of three (3) additional wireless carrier tenants ("Co-locators"). LESSEE assigns the right to LESSOR to lease space on LESSEE's tower to Co-locators. Each Co-locator shall enter into a lease for space on the tower and within the Premises with the LESSOR. Co-location installation designs shall ensure that they remain within the structural capacity of the tower and shall be provided to LESSEE. The lease rate paid by all Co-locators for tower and ground space shall be the rate bid by each Co-locator in response to the initial, or subsequent, bid solicitations by LESSOR. Each Co-locator shall have its choice of available space on the tower and in the compound in descending order of amount of bid submitted. 100% of all Rent from Co-locators shall be paid by Co-locators directly to LESSOR. All Co-locators must enter into a co-location agreement with the LESSEE, in a form reasonably acceptable to LESSOR and LESSEE, that spells out the reasonable development costs and that will set forth each parties' rights and responsibilities with respect to paying the permitting, construction, and maintenance costs of the facility. Said co-location agreement shall among other things, be subject to approval by the LESSOR and shall describe how the Co-locators shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the Premises, however the lack of a co-location agreement shall not affect this lease Agreement. Each Co-locator sharing LESSEE's tower and sharing use of common areas shall, before the installation goes online, pay to the LESSEE that Co-locator's pro-rata share of development of the common elements of the site, including but not limited to design, zoning, drawings, permitting, construction, the costs associated with the price and installation of the Borough's equipment, the installation of power, gas and telephone service to the site (if any), common site improvements and professional fees.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Borough of Spring Lake Heights

By: _____

Name:

Its:

Date:

LESSEE:

By: _____

Name:

—

Its:

Date: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

Page 1 of 1

The Property is described and/or depicted as follows:

Site Address:

525 Brighton Avenue

SPRING LAKE HEIGHTS, NJ 07762

Block: 24 Lot: 18

EXHIBIT B
DESCRIPTION OF EQUIPMENT
(Attach Equipment List)

Page 1 of 2

The Premises and equipment are described as follows:

Tower Area:

Space on the Tower at approximately the _____ ' level extending approximately 3 feet above and below that level.

Tower Equipment:

Ground Area:

Page 2 of 2

EXHIBIT C

DRAWINGS

Page 1 of 3

EXHIBIT C

DRAWINGS

Page 2 of 3

EXHIBIT C

DRAWINGS

Page 3 of 3

EXHIBIT D

MEMORANDUM OF TOWER LEASE AGREEMENT

This Memorandum of Tower Lease Agreement is entered into on this _____ day of _____, 2024, by and between BOROUGH OF SPRING LAKE HEIGHTS, a municipal corporation, with an office at 555 Brighton Avenue, Spring Lake Heights, New Jersey 07762, (hereinafter referred to as "LESSOR") and _____, with an office at _____ (hereinafter referred to as "LESSEE").

1. LESSOR and LESSEE entered into a Tower Lease Agreement ("Agreement") on the _____ day of _____ 2023, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the Rent Commencement date as set forth in the Agreement, with four (4) successive five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to LESSEE ("Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Tower Lease Agreement as of the day and year first above written.

LESSOR
Borough of Spring Lake Heights

LESSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of _____

County of _____

LESSOR ACKNOWLEDGEMENT

State of New Jersey

County of Monmouth

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (Seal)

My commission expires: _____

LESSEE ACKNOWLEDGEMENT

State of _____

County of _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (Seal)

My commission expires: _____