

Borough of Keansburg
29 Church Street
Keansburg, New Jersey 07734

DOCUMENT NO:

**BIDDING DOCUMENTS AND
INSTRUCTIONS TO BIDDERS**

FOR THE CONTRACT ENTITLED:

CO-LOCATION ON LEASED PREMISES KNOWN AS BLOCK 58, LOTS 4 AND 29, LOCATED
OFF HIGHLAND BOULEVAND, KEANSBURG, NEW JERSEY

DATE AND TIME OF THE BID OPENING:

May 5, 2017 at 11:00 A.M.

CONTENTS AND CHECK LIST FOR BIDDERS

PAGE	DESCRIPTION	INCLUDED IN BID DOCUMENT	BIDDER MUST INCLUDE IN BID
2	Published Notice to Bidders	X	
4	Mandatory Americans with Disabilities Act Language	X	
5	Mandatory Equal Employment Opportunity Language	X	
7	General Instructions to Bidders	X	
14	Instructions to Bidders	X	
22	Bid Proposal	X	X
23	Affirmative Action Affidavit	X	X
25	Affirmative Action Form	X	X
26	Non-Collusion Affidavit	X	X
27	Stockholder or Partnership Disclosure Statement	X	X
28	Certificate of Experience	X	X
N/A	New Jersey Business Registration Certificate		X
29	Consent of Surety	X	X
N/A	Bid Security		X
30	Sample Lease		
63	The Disclosure of Investment Activities in Iran form	X	X

LEGAL NOTICE
BOROUGH OF KEANSBURG
NOTICE OF REQUEST FOR BIDS FOR CO-LOCATION LEASE ON PUBLIC
PROPERTY

PLEASE TAKE NOTICE that on May 5, 2017 at 11 a.m. at the Keansburg Borough Hall, located at 29 Church Street, Keansburg, New Jersey, Monmouth County, New Jersey, the BOROUGH OF KEANSBURG will accept sealed bids, on Bid Forms available from the Borough Clerk's Office, for co-location on leased premises known as Block 58, Lots 4 and 29, located off of Highland Boulevard, Keansburg, New Jersey. The terms and conditions of such lease are summarized as follows:

1. Said lease rights shall include the right to install and maintain a space on the existing Water Tower at the above location for placement of communications antennas ancillary ground equipment within a parcel not exceeding 250 square feet without the express consent of the Borough, and an access right-of-way on property owned by the Borough, all as further described in, and subject to the terms and conditions of, a Sample Lease which will be on file in the office of the Borough Clerk for public inspection.

(a) Condition to Lease. Lessee acknowledges that there are pre-existing, tenants on the premises with which installation of Lessee's equipment shall not interfere, and that Landlord has invited bid(s) which will allow, presently or in the future, for co-location on the Leased Premises. Landlord may elect to provide for the simultaneous leasing of the Leased Premises to other Lessee(s) ["Other Lessee(s)"], under a lease either identical or substantially similar in form as this Lease except as to the accepted rent bid for each Lessee ["Other Lessee(s)"]. If Landlord at any time accepts co-location bids, there shall be attached to this lease and any Other Lease(s) a Co-Location Agreement signed by the Lessee and the Other Lessee(s). This Agreement, among other things, shall describe how the Lessee and the Other Lessee(s) shall share, divide, allocate, contribute to and/or bear responsibility for (i) the cost of making any improvements to the Leased Premises; (ii) the ownership and depreciation of any improvements to the Leased Premises; (iii) the cost of maintenance, repair and restoration of the Leased Premises, (iv) the use of the improvements; (v) application for Municipal Governmental Approvals; and (vi) non-interference with the operations of other Lessees.

2. The term of the lease shall be for an initial term of ten (10) years, with an option for the Lessee to renew for two (2) additional consecutive five (5) year terms, under the similar terms and conditions as the original leases. There shall be an annual increase in rent of three percent (3%) for each year of the initial term and each year of any renewal option period(s).

3. Bids shall be submitted for an initial annual rent of not less than thirty-three thousand dollars (\$41,000.00) for the first year of the initial lease term.

4. Said lease rights may be sold to the highest bidders in accordance with the provisions of **N.J.S.A. 40A:12-14 and -24**, with reservation of the right to reject any or all bids, and/or to waive any informality which is not detrimental to the best interest of the BOROUGH OF KEANSBURG, all in the sole discretion of the BOROUGH OF KEANSBURG.

5. The successful Lessee shall be required to comply with the current requirements of P.L. 1975, c. 127 (Affirmative Action) and P.L. 1977, c.33 (Disclosure of Ownership). Each Bidder must also submit a Non-Collusion Affidavit on the forms included with the Bid Documents.

BY ORDER OF
THE MAYOR AND BOROUGH COUNCIL
the Borough of Keansburg

Thomas Cusick, Borough Clerk

Americans with Disabilities Act Mandatory Language

Equal Opportunity for Individuals with Disabilities

The contractor and the Borough of Keansburg (hereinafter the "Borough") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 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 thereto, 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.

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 union 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 union 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, labor unions, 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.**

Signature

GENERAL INSTRUCTIONS TO BIDDERS

1. A Prebid meeting for interested bidders: () will be held as follows
(X) will not be held

2. Bidder inquiry as to details of the specifications may be made of:

CONTACT INFORMATION: Declan O'Scanlon,
Communications Consultant
ADDRESS: FSD ENTERPRISES, LLC
65 Mechanic Street
Red Bank, NJ 07701
PHONE NO.: 732-741-3246 Fax: 732-741-7015

3. Submitting of Bids:

- a. The Borough of Keansburg, Monmouth County, New Jersey (hereinafter referred to as the "Borough") invites sealed bids pursuant to the Notice of Bidders.

- b. All bids must be received in the Office of the Borough Clerk by:

Date: May 5, 2017 Time 11:00 A.M.

All bids must be submitted in a sealed envelope addressed and marked as follows:

FROM:	TO: Borough of Keansburg
NAME OF BIDDER	ATTN.: BOROUGH CLERK
ADDRESS OF BIDDER	29 CHURCH STREET
	Keansburg, New Jersey 07734

BID PROPOSAL FOR:

CO-LOCATION ON LEASED PREMISES KNOWN AS BLOCK 58, LOTS 4 AND 29, LOCATED OFF HIGHLAND BOULEVAND, KEANSBURG, NEW JERSEY

- d. If bids are sent by regular mail, it will be at the bidder's risk.
- e. No responsibility will attach to any Municipal representative for the premature opening of a bid not properly addressed and identified.
- f. No interpretation of the meaning of the Specifications or other contract documents will be made to any bidder orally. Every request shall be in writing addressed to the Borough Clerk, Borough of Keansburg. Such requests must be received by the Communications consultant at least five (5) days prior to the opening of the bid.

- g. The sealed envelope, in order to be considered a completed, proper bid, must contain the following on standard proposal forms when provided in this document:
- i. BID PROPOSAL FORM (STANDARD FORM), complete including total amount of bid and signature.
 - ii. STOCKHOLDER OR PARTNERSHIP DISCLOSURE
 - iii. STATEMENT (STANDARD FORM), completed and signed.
 - NON-COLLUSION AFFIDAVIT (STANDARD FORM), complete, signed and notarized.
 - iv. BID SECURITY shall be made a part of the bid documents. Failure to provide such documentation when indicated will result in rejection of the bid.
 - v. AFFIRMATIVE ACTION AFFIDAVIT completed, signed and notarized.
 - vi. AFFIRMATIVE ACTION – REQUIRED EVIDENCE FORM completed and signed.
 - vii. CERTIFICATE OF EXPERIENCE completed and signed.
 - viii. Other documents as may be indicated on the check list of the Instruction to Bidder Cover.
 - ix. The Borough reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or Specifications or before awarding the Contract.
 - x. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS. Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Each bidder shall submit a copy of its Business Registration Certificate with its bid. FAILURE TO SUBMIT A COPY OF THE REQUIRED BUSINESS REGISTRATION CERTIFICATE WITH THE BID SHALL RESULT IN BID REJECTION.
 - xi. CONSENT OF SURETY shall be made a part of the bid documents. Failure to provide such documents will result in rejection of the bid.
 - xii. THE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM shall be made a part of the bid documents. Failure to provide such documents will result in rejection of the bid.

4. Bid Security

Bid Guarantee

Bidder shall submit with the bid cash, a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the first year bid amount, but not in excess of \$20,000.00, payable unconditionally to the Borough of Keansburg. 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 any unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder(s) to whom the contract is awarded

shall be retained until a contract is executed. If the successful bidder does not execute a co-location lease with the Borough within thirty (30) days following the award, the bidder's deposit shall be forfeited.

Failure to submit Bid Security shall be cause for rejection of the bid.

Consent of Surety

Successful bidder shall submit with a bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of the bid price from a Surety company authorized to do business in the State of New Jersey and acceptable to the Borough stating that it will provide said bidder with a Performance Bond in the full amount of one year of lease payments. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable Surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract.

Failure to submit this shall be cause for rejection of the bid.

5. 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.

6. Quotations and Bids:

- a. Prices should be quoted without any Federal or State taxes, as Municipalities are exempt from such taxes.
- b. Failure of the bidder to sign the bid in ink or have the signature of an authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid.

7. Award of Bids:

- a. In comparing bids, consideration will not be confined to dollar amount only. The successful bidder(s) will be the one(s) whose proposal(s) is/are judged to best meet all of the specifications.
- b. The Borough reserves the right to reject any or all bids; to waive any minor discrepancies in the bids or specifications when deemed to be in the best interest of the Borough.
- c. The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders with order of height and ground space choice to be mediated by the municipality or chosen by fair random drawing.
- d. Should the bidder(s), to whom the contract(s) is/are awarded fail to enter into a contract, the Borough may then, at its option, accept the bid of the next highest responsible bidder(s).

9. Insurance:

- a. If it becomes necessary for the bidder to enter upon the premises or property of the Borough or any other property not owned by the Borough but where the bidder is acting as an agent for the Borough to construct, erect, inspect, make delivery or remove property hereunder, the successful bidder covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against any accidents, injuries or damages.
- b. The successful bidder shall furnish the Borough with hold harmless agreements and shall provide liability insurance covering both bodily injury and property damage with minimum initial limits of two million and no/100 dollars (\$2,000,000.00).

10. Financial and Experience Statement:

The Borough reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or Specifications or before awarding the contract.

11. 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 this contract, 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. 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 under this provision.

12. **Hold Harmless:**

Any bidder awarded a lease under these specifications shall indemnify and hold harmless the Borough of Keansburg, 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. The bidder further agrees that this indemnification by the bidder shall continue after completion 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 of the lease.

13. **Non-Collusion Affidavit:**

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

14. **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 of 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.

15. **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.

16. Statutory and Other Requirements:

1. Required Affirmative Action Evidence

A. 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).

B. Procurement, Professional and Service Contracts

All successful vendors must submit after the notice to award and before the award resolution is adopted 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 AA-302).

2. 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).

3. Alternative Dispute Resolution

All disputes arising under this contract shall be submitted to the alternate dispute resolution procedures of mediation or non-binding arbitration pursuant to *N.J.S.A. 40A:11-1 et seq.*, and more particularly *N.J.S.A. 40A:11-50*.

4. Worker and Community Right to Know:

The manufacturer or supplier of a substance of 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.

5. 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 new owner(s) may be required to submit, a performance bond in the amount of one year of then current lease payments.

6. 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 Local Public Contracts Law of the State of New Jersey (*N.J.S.A. 40A:11 et seq. and N.J.A.C. 5:34-1 et seq.*) and the Uniform Commercial Code (UCC).

INSTRUCTIONS TO BIDDERS

1. INTENT

The intent of these specifications is for the Borough of Keansburg to be furnished proposals for the lease of Borough property located off Highland Boulevard, for co-location on leased premises known as Block 58, Lots 4 and 29 on the Tax Map of the Borough of Keansburg, hereinafter referred to as “the premises” for the project identified as:

CO-LOCATION ON LEASED PREMISES KNOWN AS BLOCK 58, LOTS 4 AND
29, LOCATED OFF HIGHLAND BOULEVAND, KEANSBURG, NEW JERSEY

Each successful bidder, as determined by the Borough, shall enter into a lease with the Borough for the placement of antennas on the water tank and ancillary ground equipment in the area around the tank. Choice of location of antennas and ancillary ground equipment shall be made in order of bid amount, from highest to lowest.

2. SPECIFICATION DETAILS

2.1 Site Plan:

The project is a municipally sanctioned project located on municipally owned property and shall therefore be considered a municipal capital improvement project. Therefore, the successful bidder(s) are not required to obtain zoning approvals for the project. Prior to commencing construction, Successful bidders and future Lessees must give written notice to all adjacent property owners within 200 feet of the lot or land proposed to be used, and shall submit plans and specifications for improvements for municipal review and approval. Upon municipal 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; height of antenna, type and sizing of antenna mountings; proposed type and height of fencing; proposed landscaping; and the proposed sizing and type of construction materials for all structures, including fencing and any other details the Borough may request.

2.2 Structural integrity.

It shall be recognized that the integrity of the water tank shall not be compromised in any way and any and all attachments thereto, or alternations made thereof shall be carried out using only methods reviewed and approved by the municipal engineer and/or other professionals as may be required by the Borough. Upon completion of the construction of the proposed installation and installation of the antennae, the successful bidder(s) shall submit a written report from a licensed professional engineer certifying to the structural integrity of the installation and that all antennae mounted thereon are secure and that they meet or exceed applicable design-to, structural and construction safety requirements.

2.3 Accessory and ancillary structures.

Each of the successful bidders shall be permitted to install or construct one (1) accessory/ancillary building or equipment cabinet concrete platform within the site. The square footage of each bidder's ground installation shall not exceed 250' without the express consent of the Borough.

3. TERMS AND CONDITIONS

3.1 Lease agreement.

The Bidder(s) shall be required to enter into the attached Lease Agreement with the Borough. The final draft shall be satisfactory to the Mayor and the Borough Council.

3.2 Lease Term:

3.2.1 The initial lease term(s) shall be ten (10) years with two (2) five (5) year renewal options, for a maximum of twenty (20) years.

3.2.2 Abandonment or termination - upon termination or abandonment of the installation, Borough shall have the right to require the removal of all improvements and facilities relating to the bidders' operations.

3.3 Simultaneous leasing of premises and co-location.

3.4.1 It is the Borough's intention to permit the use of the facility by multiple Lessees. Leases have already been awarded to existing co-locators through a previous bid. All successful bidders in this bid process shall cooperate in the location of their equipment as per the direction of the Borough. Each bid awarded shall be at the submitted bid amount. No initial lease shall be approved in an amount less than the original minimum bid. Said Lease Agreement shall among other things, be subject to approval by the Borough. Should there be more than one successful bidder, the highest bidder shall be designated the Lead Bidder. Successful bidders shall be given their choice of height in order of bid amount, highest to lowest.

3.5 Use of premises by other providers.

Successful bidder(s) shall be solely responsible for the cost of locating and placing its equipment onto the facility and into ancillary support facilities, including any support building. Successful bidder(s) shall install its equipment in such a way that maximizes the available space so as to accommodate the needs of as many additional future tenants as possible, should there be available space.

3.6 Lease Term for co-locating or other providers.

The initial lease term of all successful bidders co-locating shall be ten (10) years with two (2) five (5) year renewal options.

3.7 Base rent/Municipal Equipment Contribution.

Bids shall be submitted for an annual base rent of not less than thirty-three thousand (\$41,000.00) dollars to be paid in twelve (12) equal monthly installments. Commencement of rent shall be due upon issuance of building permit or 120 days after the bid award date, whichever occurs first, unless there is an extension expressly granted by the Borough. Extensions of rent commencement date may be granted by the Borough should Bidder(s) be diligently pursuing permits and/or should the reason for delay be out of the control of the Bidder(s). There shall be a yearly increase in rent by 3% on each anniversary of the lease. 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.

3.8 Use of premises.

The successful bidders shall use the premises for the construction and operation of communications antenna and related equipment and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment as such location based system may be required by any county, state or federal agency/department. The successful bidders, shall at their expense, comply with all present and future Federal, State, County and Local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and or installation of the premises.

3.9 Assignment and subletting.

The successful bidders shall not assign or sublet its lease, or any interest in its lease, or allow any person other than the Successful Bidder and Successful Bidder's agents and employees to occupy or use the premises or any part of them, without first obtaining the Borough's written consent which shall not be unreasonably withheld. Successful bidders shall not sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, without prior written consent of Lessor. This prohibition against assigning or subletting shall apply to the entire leased premises. Notwithstanding this prohibition, a Successful Bidder shall have the right, without Borough's consent to assign its lease or sublease the demised premises to any corporation affiliated with Successful Bidder, namely: (1) a parent corporation of Successful Bidder; (2) a wholly-owned subsidiary corporation of Successful Bidder or Successful Bidder's parent corporation; (3) any corporation succeeding to substantially all of the assets as a result of a consolidation or merger; or (4) any corporation to which substantially all of the assets of Successful Bidder have been sold. Such as assignment without the Borough's consent shall be valid only if (i) the parent corporation of Successful Bidder or the wholly-owned subsidiary or corporation of Successful Bidder or Successful Bidder's parent corporation have a net worth equal to or greater than Successful Bidder's net worth prior to the assignment of the sublease; and (ii) the assigning sublessee or transferee assumes by written agreement of all Successful Bidder's obligations under its lease. Any such assignment or transfer shall not release the Successful Bidder from any and all of its obligations under the Lease Agreement.

3.10 Maintenance, repairs and utilities.

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. 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.

3.11 Interference.

The successful bidders shall not cause interference to the radio frequency communications operations of the Borough of Keansburg should any such equipment be installed. Should such interference occur the successful bidders shall promptly take all necessary action at no cost to the Borough to eliminate the cause of said interference including, if necessary, removing and/or relocating equipment causing said interference. Additionally the Borough shall not permit the installation of any future equipment at the site which results in technical interference problems with the successful bidder's then existing equipment.

3.12 Insurance.

During the term of the Lease, Successful Bidder shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

a. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with statutory limits as provided by the State of New Jersey.

b. Commercial general liability insurance with minimum limits of Two Million (\$2,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities.

c. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Successful Bidder, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million (\$2,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.

d. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Successful Bidder shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

e. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

f. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds: All policies, except for business interruption and worker's compensation policies, shall name Borough and all associated, affiliated, allied and subsidiary entities of Borough, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds").

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Successful Bidder in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Borough annually during the term of the Lease: Successful Bidder shall immediately advise Borough of any claim or litigation that may result in liability to Borough.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Lessor by the insurer of any intention not to renew such policy or to cancel, replace such notice to be given by registered mail to the parties named in this paragraph of the Lease."

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of New Jersey or surplus line carriers on the State of New Jersey Insurance Commissioner's approved list of companies qualified to do business in State of New Jersey. All insurance carriers and surplus line carriers shall be rated A or better by A.M. Best Company.

k. Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Borough. Successful Bidder agrees to indemnify and save harmless Borough, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

1. Contractors: Successful Bidder shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in full force and effect, workers' compensation, commercial general public liability and automobile liability insurance coverages of the type which Successful Bidder is required to obtain under the terms of this paragraph with appropriate limits of insurance.

m. Notwithstanding the foregoing, all policy limits provided for herein shall increase twenty-five (25%) percent for each and every five year lease option and/or extension period, said increase to be calculated upon and applied to the coverage amounts in effect for the prior five year period.

3.13 Named insured.

Commercial General Liability insurance policies shall name the Borough of Keansburg and its officers, officials, agents, and employees as additional insured, and shall indemnify and hold the Borough of Keansburg harmless from any action arising out of the successful bidder's use and occupancy of the facility, unless caused by negligence or misconduct of Borough, its officers, employees or agents.

3.14 Evidence of insurance.

Certificates of insurance for each insurance policy required to be maintained by the successful bidders shall be filed and maintained with the Borough annually during the term of the Lease.

3.15 Cancellation of policies of insurance.

All insurance policies maintained pursuant to the said Lease Agreement shall contain an endorsement requiring at least ninety (90) days of prior written notice shall be given to the Borough by the Insurer of any intention not to renew such policy or to cancel, replace or materially alter the same.

3.16 Optional termination.

The Borough shall have at its sole discretion the option of terminating the Lease if the successful bidders lose their license to provide communications services for any reason, including, but not limited to, non-renewal, cancellation or expiration of their license. The successful bidders may terminate the Lease after six months (6) months written notice if:

- Changes in Local or State laws and regulations which prevent the successful bidders' ability to operate; and/or,
- FCC ruling or regulation which is beyond the control of the successful bidders' and further renders the premises unusable; and/or,
- Technical reasons, including but not limited to height of facility, frequency allocation and/or signal interference renders the site technically unsuitable.

3.17 Approvals.

The tower project is a municipally sanctioned project on municipally owned property. The Borough of Keansburg shall not require successful bidder or any future Lessees to apply for approval of local zoning authority in order to begin construction of the facility and communications equipment installation. Successful bidders and future Lessees may begin construction after receiving informal approval from the Borough and a building permit from the Borough's Construction Official. Approvals of said Application shall not be unreasonably withheld or denied.

3.18 Default and Borough's remedies.

It shall be a default if the successful bidder defaults in the payment or provision of rent or any other sums to the Borough when due, and does not cure such default within ten (10) days; or if the successful bidder defaults in the performance of any other covenant or condition and does not cure such other default within thirty (30) days after written notice from the Borough specifying the default complained of; or if the successful bidder abandons or vacates the premises; or if the successful bidder is adjudicated as bankrupt or makes any assignment for benefits to creditors; or if the successful bidder becomes insolvent or the Borough reasonably believes itself to be insecure. In the event of a default the Borough shall have the right, at its option, in addition to and not exclusive of any other remedy the Borough may have by operation of law, without further demand or notice, declare the lease at an end.

3.19 Damage or destruction of facility.

If the facility or any portion of the facility is destroyed or damaged so as to materially hinder effective use of the facility through no fault or negligence of the successful bidders, the successful bidders may elect to terminate the Lease Agreement upon thirty (30) days written notice to the Borough. In such event, the successful bidder shall promptly remove the facility and ancillary support equipment and structures from the premises. Alternatively, the successful bidders may, at their own expense, replace the facility tower in accordance with all specifications and requirement applicable to the original installation.

3.20 Site Testing.

Borough acknowledges that Bidder(s), at its option and expense, may perform the following due diligence investigations:

1. Title Search
2. Phase One and Two Environmental Inspections
3. Soil Boring Tests
4. Historic Screening as required by the National Environmental Protection Act Checklist
5. Regulatory filing with the Federal Aviation Administration (FAA), if applicable.

4. EXCEPTIONS TO SPECIFICATIONS.

Each prospective bidder shall explain fully in writing any proposed exceptions and/or deviation from these specifications. These full explanations shall begin below and additional pages may be inserted as appropriate to provide necessary information required keyed to specification paragraphs:

4.1 Collateral Assignment.

Borough hereby (a) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Lessee ("Lender"), whether now or hereafter existing, in and to all of Lessee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Lessee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (c) agrees to attorn to Lender as if Lender were Lessee under the Agreement upon the written election of Lender so long as any existing default under the Agreement has been cured as provided thereunder. Borough hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee ("Collateral") in accordance with any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender's expense, any physical damage to the Property directly caused by said removal.

**BOROUGH OF KEANSBURG
OFFICIAL BID PROPOSAL FORM
CO-LOCATION LEASE OF PUBLIC PROPERTY**

TO: Borough of Keansburg, 29 Church Street, Keansburg, NJ 07734

This completed Official Bid Form with all required accompanying forms must be received by: 11:00 AM on May 5, 2017 at the Borough Clerk's Office, in a sealed opaque envelope addressed to the "BOROUGH OF KEANSBURG," Monmouth County, New Jersey, bearing the words and the name and address of the Bidder and clearly marked "Co-Location Lease."

The undersigned bidder(s) declares that he/she has read the Notice of Bidders, Draft Lease and attachments that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted to enter into a lease in a form substantially similar to the Draft Lease pertaining to the antennae facilities to be located on the existing water tower off of Highland Boulevard, Block 58, Lots 4 and 29, Keansburg, New Jersey as follows:

The annual bid amount offered is: _____

The undersigned is a:

_____ Corporation/LLC under the laws of the State of _____
_____ Partnership
_____ Individual

having its principal office at _____

Check List Enclosures

___ Signed Proposal	___ NJ Business Registration Certificate
___ Non-Collusion Affidavit	___ Bid Security
___ Affirmative Action Affidavit	___ Consent of Surety
___ Affirmative Action Form	___ Certificate of Experience
___ Stockholder Disclosure	___ Iran Disclosure Form

_____	_____
Federal ID or Social Security No.	Company
_____	_____
Telephone No.	Address
_____	_____
Email	Signature
_____	_____
Date	Type or Print Name
_____	_____
	Title

BOROUGH OF KEANSBURG, MONMOUTH COUNTY
AFFIRMATIVE ACTION AFFIDAVIT

I, _____, having an office located at _____, in the County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

1. I am the _____, a bidder making a proposal to the BOROUGH OF KEANSBURG.

2. We have _____ or more employees, inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer of the State of New Jersey pursuant thereto.

4. We have complied with all the affirmative action requirements of the State of New Jersey, including those required in P.L. 1975, c. 127, and the rules and regulations issued by the Treasurer of the State of New Jersey, pursuant thereto. Annexed hereto is a Certificate of Compliance.

5. During the performance of this contract, the undersigned agrees as follows:

a. We will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. We 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. We agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions, of this nondiscrimination clause.

b. Where applicable, we will in all solicitations or advertisements for employees, placed by or on our behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.

c. Where applicable, we will send to each labor union or representative of workers with which 'he has A collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative, of our commitments under this act and shall

post copies of this notice in conspicuous places available to employees and applicants for employment.

d. Where applicable, we agree to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P. L 1975, c. 127, as amended and supplemented from time to time."

**Signature of
Authorized Representative** _____

Print Name:

**SUBSCRIBED AND SWORN
before me this _____
day of _____, 2017**

NOTARY PUBLIC

**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 contractor shall present one of the following:

1. A letter from the U.S. Department of Labor that the contractor 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 contractors

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 _____

The undersigned contractor 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 contractor must be rejected as non-responsible if the contractor 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

NON-COLLUSION AFFIDAVIT

STATE OF _____ :
COUNTY OF _____ : ss
_____ :

I, _____, of the municipality of _____, in the county of _____ and the State of _____, of full age, being duly sworn according to law on oath depose:

I am _____, the bidder making the Bid for the rights to co-locate antennae(s) and related equipment on the unoccupied space on the Borough of Keansburg's Water Tower and that I executed the said Bid, this affidavit and all other bidding documents, with full authority so to do, that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-named lease; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Keansburg relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding said lease.

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

Sworn and subscribed to
before me this _____ day
of _____, 2017.

Signature of Individual

Notary Public

Print Name of
Individual: _____

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

SEE ATTACHMENT

This form must be completed, signed and submitted with the Bid Proposal in accordance with PL. 1977, Chapter 33 of the Law of the State of New Jersey.

List Stockholders or Partners by name, address and % of the stock held by each of more than 10%.

Name

Address

% of Stock Held

Prepared by: Name:

Position:

Signature:

Date:

CERTIFICATE OF EXPERIENCE

I hereby certify that the firm of _____ has
performed the following work within the last three (3) years:

Name of Owner	Contract Amount	Type of Work	Name of Owner's Engineer	Address & Telephone # of Owner's Engineer	Approx. Date

Name of Bidder: _____

By: _____

Title: _____

Witness: _____

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00) lawful money of the United States, it is in hand paid by the SUCCESSFUL BIDDER, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the first year of the contract price, and will execute it as party of the third party thereto when required to do so by the OWNER, and if said SUCCESSFUL BIDDER shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising for bids for this project, less that amount of any certified check or bid bond payable and received.

In witness whereof, the said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this __day of __, 2017.

(Name of Bidder / Contractor)

(witness) By _____

(Name of Insurance Company)

(witness) By _____

ACKNOWLEDGEMENT OF CORPORATE SURETY

State of _____

County of _____

On this _____ day of _____, 2017, before me appeared _____, to me personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the _____, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Signature)

Notary Public, State of _____,

Commission expires: _____

BOROUGH OF KEANSBURG

SAMPLE LEASE AGREEMENT

PERTAINING TO THE

WATER TOWER

LOCATED ON HIGHLAND BOULEVARD

KEANSBURG, NEW JERSEY

Dated:

LEASE AGREEMENT

This Agreement made this day of , 2017, between the Borough of Keansburg, a municipal corporation having offices at 29 Church Street, Keansburg, New Jersey 07734 (hereinafter referred to as “Lessor”) and , having its principal offices at (hereinafter referred to as “Lessee”).

WHEREAS, Lessor is the owner of certain real property and a water tank (“Water Tower”) constructed thereon, on Tax Block 58, Lots 4 and 29, located off of Highland Boulevard, Keansburg, New Jersey 07734 (the “Owned Premises”), and

WHEREAS, said Water Tower currently houses and supports other communications tenants (“Co-Locator(s)).

WHEREAS, Lessee desires to enter into a co-location lease on the existing Water Tower for the purpose of installing, maintaining and operating an antennae array and associated transmission lines and mounting apparatus, and to lease a portion of said real property consisting of approximately _____ square feet for the purpose of constructing, maintaining and operating a mobile communications facility, consisting of _____ to be constructed/installed by Lessee on the Owned Property at the base of the Water Tower in a location approved by the Lessor with a right-of-way for access thereto and for installation of up to _(NUMBER)_(SIZE) antennas, _(NUMBER)_(SIZE) RRH/TMA, and up to _(NUMBER)_(SIZE) coaxial cables (collectively, the “Premises”), all as shown on Exhibit “A” attached hereto and made a part hereof.

WITNESSETH

1. Leased Premises.

Lessor hereby leases to Lessee that certain portion of the Owned Premises consisting of approximately _____ square feet with a right-of-way for access and utilities thereto, and for installation of utility lines, all as shown on Exhibit B attached hereto and made a part hereof (the “Leased Premises”).

Lessor also leases to Lessee the space on the Water Tower owned by Lessor, at approximately the _____ height level as designated on Exhibit B annexed hereto and limited thereto, for the purpose of installing, maintaining and operating a personal communication service facility including an antennae array for a maximum of _____ antennae, (not to exceed _____ feet in length), _(NUMBER)_(SIZE) RRH/TMA, and up to (NUMBER) (SIZE) coaxial cables and mounting apparatus. Lessor also leases to Lessee, space to install and maintain wires, cables and necessary connections between the equipment that Lessee will install at the equipment building that Lessee shall construct and install on the premises. Lessee’s equipment shall also include the antennae array and other necessarily related equipment. Lessee shall also have access to electric power and telephone lines and shall also have access at all times to the antennae and related equipment for the purpose of maintaining same in good operational condition. No part of Lessee’s installation shall block, obscure or in any way interfere with the present signage, including logo, of the Borough of Keansburg as presently placed on the Water Tower. The cable tray, antennas, coaxial cables, cover and all other equipment installed on the Water Tower shall be painted to match existing color.

2. Term.

This Lease Agreement shall be for an initial term of ten (10) years, beginning as of the Commencement Date, as defined below, at an annual rental for the first year of the initial term of

_____ (_____)Dollars to be paid in equal monthly installments of _____ (_____)Dollars on the first day of the month, partial months to be pro rated, to Lessor 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 rental payment date. Commencing with the second year of the initial term of the Lease and annually thereafter, the annual rent shall increase by three (3%) percent per annum, to be paid in equal monthly installments of _____ (_____) Dollars. The "Commencement Date" shall be the date a building permit is issued to Lessee for construction at the premises. Lessee agrees to make a good faith effort to obtain a building permit pursuant to the purpose of this Lease. In the event such a permit is not obtained within one hundred twenty (120) days of the date of full execution of this Agreement, Lessee agrees to pay Lessor rent in the annual amount of _____ (the initial annual rent)(_____)Dollars, to be paid in equal monthly installments of _____ (_____) Dollars on the first day of the month until said permit is obtained. Extensions of rent commencement date may be granted by Lessor should Lessee be diligently pursuing permits and/or should the reason for delay be out of Lessee's control. A one-time, up-front payment of \$3,000 shall be made by Lessee to Lessor prior to the start of construction. This one-time, up-front payment is in addition to the base rent amount.

3. Option.

Lessee shall have the option to extend this Lease for two (2) additional five (5) year terms by giving the Lessor written notice of its intention to do so at least 120 days prior to the end of the then current Lease term.

4. Rent.

A. The annual rental for each year of the first five (5) year extension term shall be three (3%) percent higher than the preceding year's annual rent payable in equal monthly installments on the first day of each month. The annual rental for each year of the second five (5) year term shall similarly be three (3%) percent higher than the preceding year's annual rent payable in equal monthly installments.

B. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid within ten (10) days of the due date. Any amounts not paid when due shall bear interest until paid at the rate of one and one-half percent (1 ½%) per month.

6. Holding Over.

Any holding over after the expiration of any term hereof wherein an option to renew has not been properly exercised or has expired, shall be construed to be a tenancy from month to month at two (2) times the rental rate last applicable and shall otherwise be on the conditions herein specified, so far as applicable.

7. Use.

A. Lessee may use the premises for the purpose of constructing, maintaining and operating a personal communications facility and uses incidental thereto, consisting of an equipment building, not to exceed _____ square feet, and equipment to be installed by Lessee

therein, as described in Section 1 and listed in the attached Exhibit B, to be installed by Lessee on the Water Tower along with mounting apparatus and all necessary connecting appurtenances, including personal property, equipment, connections and other installations (collectively the “Antennae Facilities”), as aforesaid. Subject to necessary approvals of others, Lessee may install electric, water, sewerage, air conditioning, sprinkler, alarming and other systems and meters on the Leased Premises as may be necessary to operate and maintain its equipment. All costs of services and utilities for same shall be borne by Lessee. All improvements, including utilities, shall be at Lessee’s expense. Provided Lessee is acting diligently, any time for approvals, other than those that are land use or zoning related that exceed thirty-five (35) days, and that are within control of Lessor, including any approvals that must be obtained from other Lessees (if any) of the Lessor, shall be added to the one hundred and twenty (120) day time provision set forth in paragraph 2 hereof.

B. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Premises. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee’s expense (including Lessor’s reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Lessee’s use of the Premises. Lessee hereby agrees to cease operation on the premises so as to prevent the emission of radio frequency from the Water Tower in the event Lessee is notified by any Federal or State authority that its operation is in violation of any lawfully adopted law, rule or regulation. In the event that such notice is served upon Lessee, Lessee shall have thirty (30) days to remedy such violation and if Lessee shall have failed to comply with a request to remedy such default, or if the said default complained of shall

be of a nature that the same cannot be completely remedied or cured within said thirty (30) day period, and if Lessee shall not have diligently commenced curing said default within such thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Lessor may serve a written ten (10) day notice of cancellation of this lease upon Lessee, and upon the expiration of said ten (10) days, this lease and the term thereunder shall end. Lessee shall not operate until the condition is abated, although it shall be allowed to restart operations for purposes of testing.

C. Lessee shall operate its facility without disturbance to neighboring property owners as to noise or obnoxious odors. Lessee agrees to abate any such condition to the reasonable satisfaction of Lessor within ten (10) days of its receipt of notice that the condition exists

D. Lessee shall not do any act that shall affect the structural integrity of the Water Tower nor shall Lessee damage in any other way the Water Tower upon which it intends to install its antennae and supporting structures. In the event of any such damage caused by it, Lessee shall, at the option of Lessor, promptly repair same to Lessor's sole satisfaction or reimburse Lessor for all reasonable costs of repair.

E. Lessee may require access to the site subsequently leased to another Co-locator, to effectuate and maintain its installations authorized by this Lease. It shall be the sole responsibility of Lessee to obtain the approval for such access and installations from said Co-locator, to the extent the same does not unreasonably interfere with the Lessee's use of Leased Premises, and the Lessor shall have no responsibility or liability for same.

F. Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 1 above. Any materially adverse test

results obtained before Lessee has commenced construction shall entitle Lessee to terminate this Agreement on notice with immediate effect. If Lessee has commenced construction then termination shall be as under Paragraph 31.

8. Maintenance.

A. Lessee shall, at its own expense, maintain any equipment on or attached to the Premises. Lessee shall ensure that the condition of the equipment is in good repair and in a manner reasonably suitable to Lessor so as not to conflict with the use of other occupants of the Water Tower. During any maintenance activities, Lessee shall not interfere with the use of the Water Tower, the Owned Premises, related facilities or other equipment of other Lessees.

B. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment, personal property, Antennae Facilities and leasehold improvements and shall keep the same in good repair and condition during the Lease term.

C. Lessee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

D. Lessee shall maintain the paint on its Antenna Facilities.

E. In the event the Lessor or any other Lessee undertakes painting, construction or other alterations on the Water Tower, Lessee shall, upon reasonable notification by Lessor, take reasonable measures at Lessee's cost to cover Lessee's equipment, personal property or Antennae Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.

9. Premises Access.

A. Lessee, at all times during this Lease, shall have vehicle ingress and egress to the Premises by means of the existing driveway over the Owned Premises, subject to notice requirements to Lessor in 9 (B) below.

B. Lessee shall have reasonable access to the Premises over the driveway described above in order to install, operate, and maintain its Antennae Facilities. Other than during normal business hours (8 AM to 4 PM, weekdays), Lessee shall have access to such facilities only with the prior approval of Lessor, which shall be waived in the event of emergency. The granting of said approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall request access to the Premises at least twenty-four (24) hours in advance, except in an emergency.

C. Lessor shall be allowed and granted access to the Leased Premises at reasonable times to examine and inspect the Leased Premises for safety reasons or to ensure that the Lessee's covenants are being met.

10. Utilities.

Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith. If required, Lessor shall exercise its best efforts to grant easements as may be reasonably required for this purpose.

11. License Fees.

Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises.

12. Compliance with Statutes, Regulations and Approvals.

Lessee's use of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state or local authority.

13. Interference and Subsequent Lessees.

To the extent possible, Lessee's installation, operation, and maintenance of its transmission facilities shall not damage or materially interfere with the operations of any Lessees previously or subsequently granted the right by Lessor to co-locate similar transmission facilities on Water Tower, nor shall its operations or related repair and maintenance activities interfere with such activities of such previous or subsequent Lessees. However, Lessor hereby acknowledges and agrees that Lessee's right to install, operate, and maintain its transmission facilities shall be secondary to that of the original lessees and current occupants of the Water Tower. Lessee agrees to cease all such actions which materially interfere with such lessees' use of the Water Tower immediately upon actual notice of such interference. Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Owned Premises in connection with Water Tower operations as may be necessary, including leasing parts of the Water Tower to others. Additionally, Lessee shall not cause interference to the radio frequency communications operations of the Lessor should any such equipment be installed. Should such interference occur, Lessee shall promptly take all necessary action at no cost to Lessor to eliminate the cause of said interference including, if necessary, removing and/or relocating equipment causing said interference.

Unless otherwise agreed to between the Parties herein, before approving the subsequent placement of additional Antennae Facilities on the Water Tower, the current occupants of the Water Tower may obtain, at the subsequent Lessee's expense, an interference study indicating whether said Lessee's intended use will interfere with any existing communications facilities on the Water Tower and an engineering study indicating whether the Water Tower is able to

structurally support the installation of the additional Antennae Facilities without prejudice to the Lessor's and Lessee's primary use of the Water Tower.

Lessor agrees to protect Lessee's operations from interference by subsequent Lessees' transmissions and equipment to the extent of including a reasonable non-interference clause in Lessor's future lease agreements similar to the one contained herein. Lessee shall operate the Antennae Facilities within parameters and in accordance with present or future regulations issued by the Federal Communications Commission or any other lawful regulatory authority (including laws and ordinances relating to health, radio frequency omissions, other radiation and safety). Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense (including Lessor's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Lessee's use of the Premises. Lessee agrees that it will only operate equipment of a type and frequency which will not cause measurable interference to neighboring landowners. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee shall take all steps necessary to correct and eliminate the interference.

14. Lease Subject To.

This Lease is expressly subject to:

A. Any and all covenants, easements and restrictions of record, if any, the Building and Zoning Ordinances of the Borough of Keansburg and such facts as an accurate survey and title search may disclose.

B. The existing utilities, utility lines and cable facilities which traverse the property, if any.

15. Non-Exclusive.

Lessee acknowledges that this Lease entered into with Lessor is not exclusive and that Lessor reserves the right to enter into similar agreements with additional Lessees, either after the Commencement Date of the Lease herein.

16. Indemnity and Insurance.

a. Disclaimer of Liability: Lessor shall not at any time be liable for injury or damage occurring to any person or property, absent Lessor's negligence or wrongful act, whatsoever arising out of Lessee's construction, maintenance, repair, use, operation or dismantling of the Premises or Lessee's Antennae Facilities.

b. Indemnification: Lessee shall, at its sole cost and expense, indemnify and hold harmless Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Lessee's Antennae Facilities or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Lessee's Antennae Facilities, and, upon the written request of Lessor, Lessee shall cause such claim or lien covering Lessor's property to be discharged or bonded within thirty (30) days following such request.

iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of New Jersey or United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise.

iv. Lessee's obligation to indemnify Indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. Notwithstanding the above, Lessee shall not indemnify and hold harmless Lessor if such damage, injury or suit action is the result of Lessor's negligence.

c. Assumption of Risk: Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee": for the purpose of this section), all risk of known dangerous conditions, if any, on or about the Owned Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any

claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's willful misconduct) provided same arise out of the Lessee's installation, operation, maintenance or use of the Premises or Lessee's Antennae Facilities or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel; (unless Lessee is furnished legal counsel by its insurance carrier, in which event said attorney shall be reasonably acceptable to Lessor) provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Lessor and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

e. Notice, Cooperation and Expenses: Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel.

If Lessee requests Lessor to assist it in such defense then Lessee shall pay all expenses incurred by Lessor in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any reasonable services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or

expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings.

f. Insurance: During the term of the Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with statutory limits as provided by the State of New Jersey.

ii. Commercial general liability, or other form or combination of insurance types, which must be agreed upon and approved by the Lessor, with minimum limits of Two Million (\$2,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities.

iii. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Lessee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million (\$2,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage

and vandalism and malicious mischief insurance on the Antennae Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

v. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

vi. The insurance requirements may be negotiated if mutually-agreed by both parties, and the coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds: All policies, except for business interruption and worker's compensation policies, shall name Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds").

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Lessor annually during the term of the Lease: Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Lessor by the insurer of any intention not to renew such policy or to cancel, replace such notice to be given by registered mail to the parties named in this paragraph of the Lease."

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of New Jersey or surplus line carriers on the State of New Jersey Insurance Commissioner's approved list of companies qualified to do business in State of New Jersey. All insurance carriers and surplus line carriers shall be rated A or better by A.M. Best Company.

k. Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Lessor. Lessee agrees to indemnify and save harmless Lessor, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

1. Contractors: Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in full force and effect, workers' compensation, commercial general public liability and automobile liability insurance coverages of the type which Lessee is required to obtain under the terms of this paragraph with appropriate limits of insurance.

m. Notwithstanding the foregoing, all policy limits provided for herein shall increase twenty-five (25%) percent for each and every five year lease option and/or extension period, said increase to be calculated upon and applied to the coverage amounts in effect for the prior five year period.

17. Hazardous Substance Indemnification.

(a) Lessee represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance except as required to carry out the purposes of this lease and as allowed under industry standards, consistent with applicable laws. Lessee further agrees

to hold Lessor harmless from and indemnify-Lessor against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Lessor, its employees or agents, including without limitation as a result of the Lessee's violation of any portion of The Industrial Site Recovery Act ("ISRA"), the Spill Compensation and Control Act ("Spill Act") or any other environmental pollution caused by the Lessee in its use of the Leased Premises. The Lessee covenants and agrees to notify the Lessor immediately of any claim or notice served upon it with respect to any such claim the Lessee is in violation of ISRA or the Spill Act or is causing other environmental pollution and at its sole cost and expense to immediately take any and all actions required by law. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

(b) Upon the Lessee's removal from the premises it agrees, at all times after said removal, to comply with and to indemnify, defend and save Lessor harmless in respect to any and all claims or causes or actions which may be asserted against Lessor by reason of Lessee's use and occupancy under ISRA, the Spill Act and any other environmental laws. Lessee further agrees to provide to Lessor, at least one month prior to the Lessee's removal from the Premises, either a Letter of Non-Applicability from the New Jersey Department of Environmental Protection ("DEP") or a Negative Declaration and No Further Action Letter stating that there has

been no discharge of hazardous substances or wastes (as defined by ISRA and the DEP) in or around the Premises or at any other site to which discharged hazardous substances or hazardous wastes originating in or around the Premises have migrated and that any such discharged hazardous substances or hazardous wastes present at the Premises or that have migrated from the Premises have been remediated in accordance with applicable remediation regulations.

(c) Lessor agrees to comply with and to indemnify, defend and save Lessee harmless in respect of any and all claims or causes of action which may be asserted against Lessee under ISRA, the Spill Act and any other environmental laws which do not result from or arise out of Lessee's use and occupancy of the Leased Premises or the use of the Premises or Leased Premises by Lessee and/or Lessee's licensees, permittee or invitees.

(d) The obligations of the parties under this Article shall survive the expiration or termination of this Lease.

18. Negligence Waiver.

The parties hereby waive any and all right of action for negligence against the other which may hereafter arise on account of damage to the premises or to the property resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them.

19. Acceptance of Premises.

By taking possession of the Premises, Lessee accepts the Premises in the condition existing as of the Commencement Date. Lessor makes no representation or warranty other than those expressly set forth herein with respect to the condition of the Premises and Lessor shall not be liable for any latent or patent defect in the Premises.

20. Subrogation.

Each insurance policy carried by or on behalf of Lessor insuring against loss by fire and causes covered by standard extended coverage, and each insurance policy carried by Lessee insuring Lessee's fixtures, equipment and contents in and about its devised premises against loss by fire and causes covered by standard extended coverage, shall be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor or Lessee in connection with any loss or damage covered by such policies. Neither Lessor nor Lessee shall be liable for any loss or damage caused by fire, water or any of the risks enumerated in standard extended coverage insurance.

21. Estoppel Certificate.

Lessee shall, at any time and from time to time upon not less than ten (10) days prior request by Lessor, deliver to Lessor a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates on which rent and other charges have been paid; (c) so far as the person making the certificate knows, Lessor is not in default under any provisions of the Lease; and (d) such other matters as Lessor may reasonably request, provided such matters are an accurate reflection of the agreement herein.

Lessor agrees to provide Lessee within ten days of request for same, an executed Lessor's estoppel agreement which, in customary form, includes but is not limited to verification that the Lease Agreement between the parties is in full force and effect, that all obligations of the parties are current and that there are no known incidents of default or breach of the lease agreement, that the Lessor consents to the execution of financing by the Lessee which may encumber the Leasehold estate and said lease shall not be modified, amended or cancelled by the Lessee without prior written consent of the Lender, that the Lessor shall be served with

notice of any default of the Lessee under said financing agreements, together with the opportunity to cure same by Lender for a period of ninety days following receipt of any such notice and that the Lessor will not undertake any action against the leasehold estate for a period of ninety days following said notice, giving Lender sufficient time to cure said claim. The parties further agree that the Lender shall be assigned all of rights to the Lease agreement should the Lessee default on said financing but such default shall not constitute a default in the terms of the lease but shall be considered an assignment of any rights and obligations of the Lessee to the Lender.

22. Removal on Termination.

A. The Lessee shall remove the Antennae Facilities from the Premises upon termination of the Lease and restore the Leased Premises to its original condition, reasonable wear and tear excepted. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Lessor or any of Lessor's assignees or lessees. If, however, Lessee requests permission not to remove all or a portion of the improvements and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

B. All costs and expenses for the removal and restoration to be performed by Lessee pursuant to subpart (A) above shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

23. Water Tower Lighting.

The Lessor hereby agrees that, in the event the Water Tower is required by the Federal Aviation Administration, the Federal Communications Commission, or other applicable agencies to be lit and/or marked, the Lessor will provide such lighting or marking at its expense unless the requirement for lighting or marking is due to Lessee's presence on the Water Tower; in which case the Lessee will provide such lighting or marking at its expense.

24. Sale of Owned Premises/Subordination.

Should Lessor, at any time during the term of this Lease Agreement, decide to sell the leased premises or the Water Tower or make alterations thereto which may adversely affect Lessee's operation of its Antennae Facilities, Lessor shall immediately notify Lessee in writing. Any sale or alteration, however, shall be subject and subordinate to the terms of this Lease Agreement and Lessee's rights hereunder, and Lessor shall do nothing which would interfere with the use of the premises, including the Antennae Facilities.

At Lessor's option, this Lease Agreement shall be subordinated to any future mortgage made by Lessor which from time to time may encumber all or part of Lessor's property of which the leased premises are a part; provided, however, every such mortgage shall recognize the validity of this Lease Agreement in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the leased premises as long as Lessee is not in default under this Lease Agreement. Lessee shall execute whatever instrument may be reasonably required to evidence this subordination provision. In the event the lease premises are presently encumbered or will in the future be encumbered by a mortgage, Lessor will obtain and furnish to Lessee an acceptable non-disturbance instrument for each such mortgage in recordable form.

25. Lessor's Maintenance Rights.

Lessee acknowledges that, whether pursuant to governmental rules or regulations or Lessor's reasonable maintenance procedures and practice, Lessor, its agents, employees or representatives may paint, repair or otherwise maintain the Water Tower. Lessee agrees to cooperate, as is reasonable and necessary, with Lessor as respects said painting, repair or maintenance (hereinafter "Maintenance Work"). Lessee agrees to remove temporarily or to take measures to protect its equipment on the Water Tower, at its cost and expense, as may reasonably be required to permit Lessor to perform its Maintenance Work. Lessor agrees to make every reasonable effort to effectuate its Maintenance Work without the necessity of Lessee's removal of equipment. Further, Lessor agrees to provide Lessee with not less than three (3) months written notice of any such Maintenance Work which may require temporary removal of Lessee's equipment (except in the case of a bona fide emergency, in which event reasonable notice shall be given) during which time Lessee shall make the necessary arrangements to protect or temporarily remove its equipment. During said period, Lessee shall be permitted to install a cell-on-wheels (COW) on the demised property which shall not interfere with Lessor's use of the property.

26. Water Tower Deficiency.

In the event it is determined that a structural deficiency exists with respect to the Water Tower necessitating the dismantling and removal of the Water Tower, or in the event any governmental rule, regulation, order or decree applicable to the Water Tower or equipment building is issued or adopted by any entity having jurisdiction over the Water Tower, which would require for correction of same or compliance therewith, extensive repair to the Water Tower or equipment building or which necessitates demolition of the Water Tower or the equipment building, or the removal from the Water Tower of the antennae array, transmission

lines and/or mounting apparatus, then in such an event, Lessor will afford the Lessee the option of constructing a shed for its equipment and/or constructing a monopole for its antennae on the premises. In any such event Lessee shall have the right to install and erect a temporary Water Tower if necessary to continue its operations on a mutually acceptable portion of the property. The decision as to whether to allow the antennae on the premises rests solely in the discretion of the Lessor. Lessor agrees to exercise its discretion in this regard in good faith and agrees not to unreasonably withhold its permission for construction of the shed and/or monopole should it become necessary to remove the Water Tower and/or equipment building from the premises. In the event Lessor, due to the reasons set forth above, elects not to allow Lessee the option of constructing a shed for its equipment and/or a monopole for its antennae on the premises, then this Lease Agreement shall terminate and the parties shall have no further obligation to each other except for Lessee's obligation to remove its personal property and equipment in accordance with paragraph 22 herein. Should Lessee exercise its option to construct the monopole, Lessee shall be allowed to charge to any other Lessee or licensee who desires to be placed upon the monopole its proportionate share of the construction costs thereof. Construction costs shall include but not be limited to the costs of architectural and engineering plans and designs, costs of zoning or permitting, costs of building and constructing and costs of materials.

27. Quiet Enjoyment.

Lessor covenants that Lessee, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the leased premises.

28. Title.

Except as otherwise provided for above, Lessor warrants and covenants that Lessor is seized of good and sufficient title and interest to the subject premises and the Water Tower and has full authority to enter into and execute this Lease Agreement. Any breach of these warranties

and covenants which preclude Lessee's use of premises and the Water Tower for its intended purpose shall entitle Lessee to terminate this Lease Agreement.

29. Default and Lessor's Remedies.

It shall be a default if Lessee defaults in the payment or provision of Rent or any other sums to Lessor when due, and does not cure such default within ten (10) days; or if Lessee defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Lessor specifying the default complained of or if Lessee abandons or vacates the Premises; or if Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Lessee becomes insolvent or Lessor reasonably believes itself to be insecure.

In the event of a default, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Lessee shall immediately remove the Antennae Facilities (and proceed as set forth in paragraph 22) and pay Lessor a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Premises, or any part thereof; for the account of Lessee upon such terms and conditions as Lessor may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Lessor

hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency monthly, notwithstanding that Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease, regardless of the extent of renovations and alterations by Lessor, unless a written notice of such intention is given to Lessee by Lessor. Notwithstanding any reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Lessor for, recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Lessee shall pay to the Lessor all expenses incurred therefore, including reasonable attorney fees.

30. Cure by Lessor.

In the event of any default of this Lease by Lessee, the Lessor may at any time, after notice, cure the default for the account of and at the expense of the Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Lessor's rights under this Agreement, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Lessee to Lessor on the first day of the month following the incurring of the respective expenses.

31. Optional Termination.

This Lease may be terminated (a) by Lessee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or Lessee's business; (b) by Lessor if it determines, in its sole discretion and for any reason, that the Water Tower is structurally unsound or otherwise not suitable for Lessee's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Water Tower from any source, or factors relating to condition of the Water Tower; or (c) by Lessor if it determines in its sole discretion that continued use of the Water Tower by Lessee is in fact a threat to the public health, safety or welfare or violates applicable laws or ordinances; or (d) by Lessor at its sole discretion if Lessee loses its license to provide the services provided for herein for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license.

Upon termination of this Lease, for any reason, Lessee shall remove its equipment, personal property, Antennae Facilities, and all leasehold improvements from the Premises within thirty (30) days of the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Lessee's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become the property of Lessor.

32. Liquidated Damages: Termination.

Notice of Lessee's termination pursuant to paragraph 31 shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective thirty (30) days after receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Lessor. Upon such termination, this Lease shall become null and void and

the parties shall have no further obligations to each other, except that Lessee shall be required to pay to Lessor a termination fee equal to six (6) months rent, at the then current rate.

33. Alteration, Damage or Destruction.

If the Water Tower or any portion thereof are altered, destroyed or damaged so as to materially prevent effective use of the Antennae Facilities through no fault or negligence of Lessee, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Lessor. In such event, Lessee shall promptly remove the Antennae Facilities from the Premises and shall restore the Premises to the same condition as existed prior to this lease. This Lease (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the obligations set forth in the preceding sentence, at which termination Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. Lessor shall have no obligation to repair any damage to any portion of the Premises.

34. Condemnation.

In the event the Water Tower is taken by eminent domain, this Lease shall terminate as of the date of title to the Premises vests in the condemning authority. In event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Lessee shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and

any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, Antennae Facilities, and leasehold improvements.

35. Complete Agreement.

This Lease Agreement contains all the agreements, promises and understandings between Lessor and Lessee, and no oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification of this Lease Agreement shall be void and ineffective unless made in a writing signed by the parties.

36. Governing Law.

This Lease Agreement and the performance thereunder shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

37. Assignment.

The Lessee shall not assign its lease or any interest in its lease or any right or privilege appurtenant to it or allow any person other than the Lessee and Lessee's agents and employees to occupy or use the premises or any part of them without first obtaining the Lessor's written consent which shall not be unreasonably withheld. The Lessor's consent to one assignment shall not be consent to any subsequent assignment or occupancy or use by another person. Lessee shall not sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, without prior written consent of Lessor. Any unauthorized assignment or sublease shall be void and shall terminate at the Lessor's option. This prohibition against assigning or subletting shall apply to the entire leased premises. Notwithstanding this prohibition, a Lessee shall have the right, without Lessor's consent to assign its lease or sublease the demised premises to any corporation affiliated with Lessee, namely: (1) a parent corporation of Lessee; (2) a wholly-owned subsidiary corporation of Lessee

or Lessee's parent corporation; (3) any corporation succeeding to substantially all of the assets as a result of a consolidation or merger; or (4) any corporation to which substantially all of the assets of Lessee have been sold. Such as assignment without the Lessor's consent shall be valid only if (i) the parent corporation of Lessee or the wholly-owned subsidiary or corporation of Lessee or Lessee's parent corporation have a net worth equal to or greater than Lessee's net worth prior to the assignment of the sublease; and (ii) the assigning sublessee or transferee assumes by written agreement of all Lessee's obligations under its lease. Any such assignment or sublease or transfer shall not release the Lessee from any and all of its obligations under this Lease Agreement.

38. 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 carrier, addressed as follows (or any other address that the party to be notified may have designated) to the sender by like notice:

Lessee:

Lessor: Borough of Keansburg
29 Church Street
Keansburg, NJ 07734

Copy to:

Copy to:

39. Successors.

This Lease Agreement shall insure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

Signatures to follow on next page.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Witness:

Lessor: BOROUGH OF KEANSBURG

by: _____

Dated: _____

Witness:

Lessee:

by: _____

Dated: _____

EXHIBIT A

PREMISES

Ground Area:

An approximate ____ s.q. foot area within the compound controlled by Lessor on Block 58, Lots 4 and 29, on the Official Tax Map of the Borough of Keansburg, County of Monmouth, New Jersey.

Tower Area:

Space on the water tower at approximately the ____' AGL level extending approximately ____ feet above and below that level.

EXHIBIT B

LEASED PREMISES

Page ___ of ___ (attach equipment list and drawings)