

Borough of Ramsey
33 N. Central Avenue
Ramsey, NJ 07446

DOCUMENT NO:

BIDDING DOCUMENTS AND INSTRUCTIONS TO BIDDERS

FOR THE CONTRACT ENTITLED:

Land lease for the construction of a self-supporting wireless telecommunications 140' monopole, capable of a 20' extension, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of at least five (5) carriers at the same site, within an area of approximately 2,500 square feet on the property known as DPW Yard, Westside Plaza, Ramsey, New Jersey 07446.

DATE AND TIME OF THE BID OPENING:

July 6th, 2011 at 2:30 P.M.

CONTENTS AND CHECK LIST FOR BIDDERS

PAGE	DESCRIPTION	INCLUDED IN BID DOCUMENT	BIDDER MUST INCLUDE IN BID
2	Published Notice to Bidders	X	
3	Mandatory Affirmative Action Language	X	
5	Mandatory Americans with Disabilities Act Language	X	
6	General Instructions to Bidders	X	
13	No Bid Response Form	X	X
14	Instructions to Bidders	X	
22	Bid Proposal	X	X
23	Affirmative Action Form	X	X
24	Stockholder or Partnership Disclosure Statement	X	X
25	Non-Collusion Affidavit	X	X
26	Consent of Surety	X	X
N/A	New Jersey Business Registration Certificate		X
27	Draft Lease Agreement	X	
N/A	Bid Security		X
44	Site Plan	X	

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk for the Borough of Ramsey, County of Bergen, State of New Jersey on July 6th, 2011, at 2:30 P.M., prevailing time in the Borough of Ramsey, 33 N. Central Avenue, Ramsey, New Jersey 07446, at which time and place bids will be opened and read in public for:

Land lease for the construction of a self-supporting wireless telecommunications 140' monopole, capable of a 20' extension, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of at least five (5) carriers at the same site, within an area of approximately 2,500 square feet on the property known as DPW Yard, Westside Plaza, Ramsey, New Jersey 07446, also known as Block 2912, Lot 26 on the official tax map of the Borough of Ramsey.

Specifications and other bid information may be obtained at the office of the Borough Clerk and may be obtained by prospective bidders during the hours of 9:00 A.M. to 4:00 P.M. Monday through Friday. Other bid information may also be obtained at the office of the Borough Clerk, Borough of Ramsey, 33 N. Central Avenue, Ramsey, New Jersey 07446, during the same regular business hours.

The successful bidder shall be required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27 et seq.), an act relating to affirmative action in relation to discrimination in connection with certain public contracts.

The Borough reserves to itself the right to reject any and all bids or waive informalities if deemed to be in the best interests of the Borough.

By Order of the Borough of Ramsey

Borough Clerk

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor 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

Americans with Disabilities Act Mandatory Language

Equal Opportunity for Individuals with Disabilities

The contractor and the Borough of Ramsey (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.

GENERAL INSTRUCTIONS TO BIDDER

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 PERSON: DECLAN O'SCANLON
Wireless Communications Consultant
ADDRESS: FSD ENTERPRISES, LLC
65 Mechanic Street, Suite 201
Red Bank, New Jersey 07701
PHONE NO.: 732-741-3246 Fax: 732-741-7015
BETWEEN THE HOURS OF 9:00 a.m. and 5:00 p.m.
MONDAY - FRIDAY

3. Submitting of Bids:

a. The Borough of Ramsey, Bergen 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: July 6th, 2011 Time 2:30 P.M.

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

FROM:	TO: Borough of Ramsey
NAME OF BIDDER	ATTN.: BOROUGH CLERK
ADDRESS OF BIDDER	33 N. Central Avenue
	Ramsey, New Jersey 07446

**BID PROPOSAL FOR:
LEASE FOR TELECOMMUNICATIONS MONOPOLE, CAPABLE OF A 20'
EXTENSION**

Land lease for the construction of a self-supporting wireless telecommunications 140' monopole, capable of a 20' extension, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of at least five (5) carriers at the same site, within an area of approximately 2,500 square feet on the property known as DPW Yard, Westside Plaza, Ramsey, New Jersey 07446, also known as Block 2912, Lot 26 on the official tax map of the Borough of Ramsey.

c. If bids are sent by regular mail, it will be at the bidder's risk.

d. No responsibility will attach to any Municipal representative for the premature opening of a bid not properly addressed and identified.

e. 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 Ramsey. Such requests must be received at least five (5) business days prior to the opening of the bid.

f. 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 STATEMENT (STANDARD FORM), completed and signed.
- III. 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 will result in rejection of the bid.
- V. AFFIRMATIVE ACTION FORM completed and signed.
- VI. Other documents as may be indicated on the check list of the Instruction to Bidder Cover.
- VII. 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.
- VIII. CONSENT OF SURETY shall be made a part of the bid documents. Failure to provide such documents will result in rejection of the bid.

4 Bid Security

The following provision shall be applicable to this bid and be made a part of the bidding documents:

Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the first year bid amount, but not in excess of \$20,000, payable unconditionally to the Borough of Ramsey. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed. The check or bond of the successful bidder shall be forfeited if the

bidder fails to enter into a contract.

Failure to submit this 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. Brand Names, Standards or Quality, Patents

- a. Only manufactured products of the United States, wherever applicable, shall be used on this contract in accordance with prevailing statutes.

b. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

c. The Borough reserves the right to evaluate the equivalency of a product which, in its deliberations, meets the intentions of the Borough.

d. The contractor shall hold and save harmless the Borough, its officers, agents, servants, and employees from any liability of any nature and kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

8. **Award of Bids:**

a. In comparing bids, consideration will not be confined to cost only. The successful bidder(s) will be the one(s) whose proposal is 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 Borough 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. During the term of Lease, the successful bidders shall carry, at their sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's construction cost; (ii) commercial general liability insurance with a minimum limit of liability of \$4,000,000 combined single limit for bodily injury or death/property damage

arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

- c. The successful bidder shall indemnify the Borough against any claim by having the Borough of Ramsey named as "Additional Insured" on the insurance policy, as set forth in the specifications.

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 thirty (30) days.

- 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 Ramsey, 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 or all stockholders in the corporation or partnership who own a ten (10%) percent or greater interest therein. Said Statement shall be completed and attached to the bid proposal. If any stockholder or partner has been previously convicted of a crime of bribery (or other financial crime), then such bidder shall not be a responsible bidder.

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 prior to the date of award one of the following:

i. a letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program; or

ii. a Certificate of Employee Information Report approval;

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

All work on this project shall be done in accordance with prevailing wage requirements per New Jersey State law.

NO BID RESPONSE FOR REASONS CHECKED

- | | | | |
|--------------------------|---|--------------------------|--|
| <input type="checkbox"/> | CANNOT COMPLY WITH SPECIFICATIONS | <input type="checkbox"/> | UNABLE TO MEET DELIVERY |
| <input type="checkbox"/> | CANNOT COMPLY WITH TERMS/CONDITIONS WHICH ONES? _____ | <input type="checkbox"/> | DO NOT SELL/MANUFACTURE TYPE OF ITEMS INVOLVED |
| <input type="checkbox"/> | OTHER [Specify] _____ | | |
| <input type="checkbox"/> | WE DO <input type="checkbox"/> WE DO NOT WANT TO REMAIN ON MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED. | | |

NAME AND ADDRESS OF FIRM

TYPE OR PRINT NAME OF SIGNER

SIGNATURE

-----FOLD HERE

SOLICITATION: Land lease for the construction of a self-supporting wireless telecommunications 140' monopole, capable of a 20' extension, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of at least five (5) carriers at the same site, within an area of approximately 2,500 square feet on the property known as DPW Yard, Westside Plaza, Ramsey, New Jersey 07446

DATE/TIME: JULY 6TH, 2011 / 2:30 P.M.

----- FOLD HERE -----

FROM:

AFFIX
STAMP
HERE

TO: Borough of Ramsey
ATTN.: BOROUGH CLERK
33 N. Central Avenue
Ramsey, New Jersey 07446

INSTRUCTIONS TO BIDDERS

1. INTENT

The intent of these specifications is for the Borough of Ramsey to be furnished proposals for the lease of Borough property located at DPW Yard, Westside Plaza, known as a portion of Block 2912, Lot 26 on the Tax Map of the Borough of Ramsey, as set forth on the attached exhibits, hereinafter referred to as “the premises” for the project identified as:

Land lease for the construction of a self-supporting wireless telecommunications 140’ monopole, capable of a 20’ extension, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of at least five (5) carriers, at the same site, within an area of approximately 2,500 square feet on the property known as DPW Yard, Westside Plaza, Ramsey, New Jersey 07446.

The highest successful bidder (the **Lead Bidder**) shall be responsible, at its expense, for the design and construction of the monopole, capable of a 20’ extension, (“Tower”) to include any foundations and accessory structures and provide for the placement of municipal antennas. Final site design to be approved by Borough.

It is intended that said lease shall include the right to install and maintain a Tower for antennas for use in connection with wireless telecommunications equipment, together with the right to erect and maintain an equipment cabinet concrete pad or equipment shelter within a lease area of approximately 2,500 sq. ft..

The highest successful bidder shall improve the premises by constructing a communications Tower and ancillary support facilities and structures on the premises, subject to the following specifications:

If technically feasible, and agreed upon by the Borough, the successful bidder(s) shall be allowed, at its/their option, to use the premises for operation and maintenance of temporary equipment until the Tower is complete and operating. Upon completion of the permanent Tower, temporary equipment shall be removed. If temporary equipment is permitted by the Borough rent shall begin upon the commencement of the construction or placement of the temporary site.

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, the successful bidder(s) shall submit plans and specifications for improvements for municipal review and approval, as well as for a courtesy review by the planning board. Upon planning board review and 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 Tower and foundation design.

The maximum height of the Tower shall not exceed one hundred forty (140) feet capable of a 20' extension and shall be designed to accommodate a minimum of five (5) carriers with ten (10) feet of vertical separation of space. The design and construction of the foundation or pad must match the design to requirements of the Tower. The height shall be measured from the lowest finished grade to the highest vertical point on the primary structure. Construction of the Tower must conform to all applicable codes and regulations. The design and construction plans for the Tower and the foundation must be signed and sealed by a professional engineer licensed in the State of New Jersey. The Tower and foundation shall conform to the following specifications:

- Shall have a rating for at least an eighty-five (85) miles-per hour wind load and meet current wind load standards for the area.
- Shall have a rating for one half-inch radial ice or meet current standards for the area, whichever standard is greater.
- Shall be rated to hold at least five (5) sixteen foot six inch (16'6") low profile platforms with twelve (12) panel antennas per platform.
- Land, foundation, Tower, and access ports, shall be so configured and designed as to accommodate at least five (5) carriers, their respective support and ancillary equipment as well as any Borough's Emergency Communications Equipment which can be reasonably foreseen.

The leading carrier shall provision for co-development with amp service and Telco RDP, sufficient to accommodate a minimum of five (5) wireless carriers. It will be the responsibility of the lead bidder to determine the adequacy of the site and subsurface conditions, and construction of a paved access road.

2.3 Structural integrity.

Upon completion of the construction of the proposed Tower and installation of the antennae, the successful bidder shall submit a written report from a licensed professional engineer certifying to the structural integrity of the Tower and that all antennae mounted thereon are secure and that they meet or exceed applicable design-to, structural and construction safety requirements.

2.4 State and Federal requirements:

The proposed Tower shall meet or exceed current standards and regulations of the FAA, the FCC, and any other Agency of the State or Federal government with the authority to regulate communications Tower.

2.5 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 floor space of each accessory/ancillary building or equipment cabinet shall not exceed two hundred and fifty (250') square feet without the consent of the Borough.

2.6 Fencing and landscape.

The site on which the Tower, accessory, ancillary buildings or cabinets are situated shall be completely enclosed with a fence approximately 2,500 sq. ft. lease area. The Lead Bidder will construct a fence which is at least eight (8) feet high made of board-on-board type fencing acceptable to the Borough, and shall include a locking security gate.

2.7 Lighting.

The Tower shall not be artificially lighted, unless required by FAA or other applicable authority. If lighting is required, the lighting alternatives and design shall cause the least disturbance to the surrounding properties and views and shall be subject to the approval by the Borough.

3. TERMS AND CONDITIONS

3.1 Lease agreement.

The Lead Bidder shall be required to enter into a Lease Agreement with the Borough in substantially the form attached. Other successful bidders shall be required to enter into a lease arrangement as directed by the Borough.

3.2 Lease Term:

3.2.1 The initial lease term(s) shall be five (5) years with four (4) five (5) year renewal options, for a maximum of twenty-five (25) years.

3.2.2 Abandonment or termination - upon termination or abandonment of the Tower the Borough shall have the right of assuming ownership, for a fee of one dollar (\$1.00), and/or requiring the last Co-locator utilizing the premises to cause the removal of all improvements and facilities relating to the Tower within 90 days of written notification. Co-location Agreements provide for the same.

3.3 Ownership of the Tower.

Upon completion of the Lease Term Tower shall be removed at successful bidders, or last remaining tenants, cost and expense or, at the option of the Borough, title to the Tower shall be transferred to the Borough by Bill-of-Sale for the sum of one (1) dollar.

3.4 Simultaneous leasing of premises and co-location.

3.4.1 The Borough shall consider the bidder with the highest accepted bid the Lead Bidder. The Borough shall provide for simultaneous leasing of the leased premises to other bidders under identical terms except as to the accepted rent bid for each successful bidder and provisions which apply

exclusively to the Lead Bidder. The Borough may, at its option, elect to provide for separate leases for Tower and ground space. Each co-location bid awarded shall be at the submitted bid amount. Rent from Co-Locators shall be split with 70% of rent going to the Borough and 30% going to the Lead Bidder unless alternate lease arrangements of equal value are approved by the Borough. Rent paid by each co-locator shall be determined by the rent bid amount. After the initial bid any subsequent co-locators' rent for Tower and ground space shall be determined by subsequent bids solicited by the Borough. 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 and shall describe how the successful bidders shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the leased premises. All successful bidders shall be required to enter into a "Co-Location Agreement" with each other that shall state the rights and responsibilities to each other, but the lack of a Co-Location Agreement shall not serve to excuse any bidder from making lease payments when due. Each successful bidder shall contribute a pro rata share of the development of the site and cost of construction of the Tower to the Lead Bidder. The Lead Bidder shall be required to construct the Tower, administer and manage the Co-Location Agreement, and accept the following additional responsibilities:

- Managing height position of antennas and equipment cabinet locations (Priority for the choice height position of antennas and equipment cabinet locations shall be given in descending order according to the amount bid);
- Control of the construction and installation of any common area or fixtures and Tower installation;
- Obtaining any necessary approvals or permits;

3.4.2 Lead Bidder shall be required to apply for all required approvals and permits, for all initial tenants. Since this will be a municipal application, all applications will be in the name of the Borough, but the application will be at the sole cost of the lead bidder. Submission of design drawings and permit applications shall occur in a timely manner. Approval of the applications shall not be unreasonably delayed or withheld.

Lead bidder shall commence construction within 30 days of receipt of building permit. Co-Locators shall begin construction of their installations within 30 days of the completion of the construction of the Tower.

3.5 Use of premises by other providers.

The Lead Bidder shall design and construct the Tower and compound to accommodate at least five (5) telecommunications providers should there be available space, plus requested or reasonably foreseeable Borough or other Police, Emergency Services and Public Works communications transmit and receive antennas and equipment as the Borough may so designate. The Borough's use of space on the Tower for its Communications Equipment, or any other government communications equipment it may so designate, and any space utilized in the shelter shall be without charge. The Lead Bidder and Borough communications consultant shall work together to arrive at a practical and reliable method of municipal communications signal transmission to the municipal communication facility. Lead bidder shall provide the hardware and install equipment to facilitate that signal transmission. The Lead Bidder shall be responsible for installing all municipal antennas initially placed on the Tower as per the direction of

the Borough. The Borough shall, after receiving payment from the Lead Bidder as per Paragraph 3.7.3 below, procure and provide its antennas, which shall be initially installed, to the Lead Bidder. The Lead Bidder shall install said antennas on the Tower and shall provide any necessary cabling or mounting brackets to facilitate the installation. The Lead Bidder shall be responsible for running required cabling into the municipal building and to the internal communications room. The Borough shall hire a contractor to complete the hook-up and ground based installation of Borough antennas. The Lead Bidder shall also design the site so that other providers, including the Borough will have adequate amount of space to locate their own ancillary and support equipment. Each other provider shall be solely responsible for the cost of locating and placing its equipment onto the Tower and into ancillary support facilities, including any support building. A fence shall be constructed around the perimeter of the compound that shall be a board-on-board - or other type as approved or required by the Borough – of a color to match the adjoining building.

3.6 Lease Term for co-locating or other providers.

The initial lease term of all successful bidders co-locating shall be five (5) years with four (4) five (5) year renewal options. Future leases shall conform to the originally memorialized term.

3.7 Base rent/Municipal Contribution.

3.7.1 Bids shall be submitted for an annual base rent of not less than thirty-four thousand (\$34,000.00) dollars to be paid in twelve (12) equal monthly installments. Commencement of rent shall be due upon receipt of all required permits to begin construction or 120 days after the bid due date, whichever occurs first, unless there is an extension expressly granted by the Borough. There shall be a yearly increase in rent by 3%.

3.7.2 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.

3.7.3 The Lead Bidder shall pay for all reasonable costs associated with installing municipal communications equipment, including antennas and cabling. Said payment shall be included as a site development cost when computing co-locator's pro-rata share of development costs.

3.8 Use of premises.

The primary use of the premises shall be as a broadcast point for municipal emergency communications or other government communications purposes. The successful bidders shall use the premises for the construction and operation of a wireless 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 transfer the Lease or sublet all or any portion of the site without the prior written consent of the Borough of Ramsey, provided, however that the successful bidders may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets.

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. The Lead Bidder shall arrange for the maintenance of the common areas of the leased premises and other successful bidders shall contribute a pro rata share to the cost of such maintenance. 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 Ramsey 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 Lease, the successful bidders shall carry, at their sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's construction cost; (ii) commercial general liability insurance with a minimum limit of liability of \$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

3.13 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 within thirty (30) days of the Commencement Date. Each year thereafter, Successful Bidder agrees to provide Borough with proper Insurance Certificate renewal. Successful Bidder shall immediately advise Borough of any claim or litigation that may result in liability to Borough.

3.14 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.

3.15 Cancellation of policies of insurance.

All insurance policies maintained pursuant to the said Lease Agreement shall contain an endorsement requiring at least thirty (30) 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 PCS/cellular/wireless telecommunications 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 (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 Tower, 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 Ramsey 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 Planning Board 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, or if the successful bidder defaults in the performance of any other covenant or condition and does not cure such 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 Tower.

If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower 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 Tower and ancillary support equipment and structures from the premises. Alternatively, the successful bidders may, at their own expense, replace the Tower in accordance with all specifications and requirement applicable to the original installation. Rent shall abate until (1) the Tower is rebuilt and back in service or (2) ninety (90) days from the date the Tower is damaged, whichever occurs first.

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 Successful Bidder (“Lender”), whether now or hereafter existing, in and to all of Successful Bidder’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 Successful Bidder 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 Successful Bidder 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 Successful Bidder (“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.

BID PROPOSAL

TO: Borough of Ramsey
ATTN.: BOROUGH CLERK
33 N. Central Avenue
Ramsey, New Jersey 07446

The undersigned bidder(s) declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

Land lease for the construction of a self-supporting wireless telecommunications 140’ monopole, capable of a 20’ extension, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of at least five (5) carriers at the same site, within an area of approximately 2,500 square feet on the property known as DPW Yard, Westside Plaza, Ramsey, New Jersey 07446.

The bid amount offered per year (minimum \$34,000 per year) is: \$ _____
(write numerically)

_____ Dollars
(write bid amount in words)

The undersigned is a Corporation under the laws of the State of _____
Partnership
Individual

having its principal office at: _____

Check List Enclosures

(Required Evidence)

- No Bid Response Form
- Non-Collusion Affidavit
- Affirmative Action Form
- Stockholder Disclosure

(Required Security)

- NJ Business Registration Certificate
- Bid Security
- Consent of Surety
- Signed Proposal

COMPANY

ADDRESS

FED ID. OR SOCIAL SECURITY NO.

TELEPHONE NUMBER

SIGNATURE

FAX NUMBER

TYPE OR PRINT NAME

DATE

TITLE

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

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

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

OR

2. A Certificate of Employee Information Report Approval.

OR

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

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

The following questions must be answered by all successful bidders:

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

Yes ___ No

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

Yes ___ No

You shall submit a photostatic copy of such certificate.

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

Company

Signature

Title

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2011.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Land lease for the construction of a self-supporting 140' wireless telecommunications monopole, capable of a 20' extension, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of at least five (5) carriers at the same site, within an area of approximately 2,500 square feet on the property known as DPW Yard, Westside Plaza, Ramsey, New Jersey 07446.

STATE OF _____

COUNTY OF _____

I, _____ as _____ of _____
(Name of Partner or Officer Title Name of the Firm)

Located at _____
(Business Address)

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

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

(Name of Successful bidder)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this ___ date of _____, 2011

Signature

NOTARY PUBLIC

NAME OF AFFIANT

MODEL LEASE AGREEMENT

The following Model Lease language may be modified, at the discretion of the Borough, with amendments which do not constitute a substantial change in the Bid Specifications.

THIS LEASE AGREEMENT (“Agreement”), dated as of the date below, is entered into by the BOROUGH OF RAMSEY BOROUGH, a body politic, having a mailing address of 33 N. Central Avenue, Ramsey, New Jersey 07446 (hereinafter referred to as “Lessor”) and _____, Inc., a _____ corporation, having a mailing address of _____, _____ (hereinafter referred to as “Lessee”).

Whereas, Lessor is the owner of property having a street address of DPW Yard, Westside Plaza, located in the Borough of Ramsey, County of Bergen, State of New Jersey, (hereinafter referred to as the “Property”). The Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease

Lessor agrees to lease to Lessee approximately _____ (____) square feet of space (substantially as shown in Exhibit C), which Lessee shall design and construct sufficient to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, a 140’ monopole and base, capable of accommodating a 20’ extension and a minimum of five (5) carriers, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennas(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. Lessee shall provide written notice to Lessor of the installation of a location based system on the Premises in the event such system was not a part of the initial Installation, hereinafter referred to as the “Premises” which is more fully described on Exhibits B and C attached hereto and made a part of this Agreement.

2. Use of Premises

(a) The Premises may be used by Lessee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or construction of related facilities, including, without limitation, tower and base, antennas, equipment shelters and/or cabinets and related activities. Each antenna system installation shall consist of not more than _____ (____) antennas plus _____ (____) _____ inch coaxial cables without the express consent of the Lessor.

(b) All of Lessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof or any renewal terms. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the right of install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if in the future an easement is required to obtain electrical power, an acceptable location will be agreed to by Lessor and the servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining any local, state and federal licenses, permits and any other approvals which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain said approvals within a timely manner. If, however, Lessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(d) Lessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS equipment, which improvements shall be at Lessee's sole cost and expense. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(e) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents. Lessor acknowledges that Lessee has such access which shall remain unimpeded throughout the initial term and any renewal term of this Agreement. Lessor shall have the responsibility to inform its Lessees, its designated access contact, or any other appropriate agent or representative of Lessee's requirement for access as a Lessee to the Premises. Should Lessee's access to the Premises be denied by Lessor, Lessor's Lessee(s), agent(s) or representative(s) resulting in Lessee's inability to install or maintain its PCS installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation. If access cannot be resolved, Lessee shall have the right to terminate without obligation including but not limited to Lessee's obligation to pay rent. Further Lessor shall be required within fifteen (15) days from the date of termination to reimburse Lessee for any rent monies previously paid to Lessor to cover any portion of the period following notice of termination, including if applicable, any security deposit monies.

(f) The installation shall be designed and constructed to accommodate at least five (5) telecommunications providers, plus requested or reasonably foreseeable Borough or other Police, Emergency Services and Public Works communications transmit and receive antennas and equipment. The Lessor's use of space on the tower for its Communications Equipment, or any other government communications equipment it may so designate, and any space utilized in the shelter shall be without

rental or any other charges. The Lessee shall coordinate, with the municipal communications consultant, the installation of municipal communications equipment and antennas on the new tower. The Lessee shall be responsible, at its cost, for installing all municipal antennas initially placed on the tower as per the direction of the Lessor. The Lessor shall procure and provide its antennas, which shall be initially installed, to the Lessee. The Lessee shall install said antennas on the tower and shall provide any necessary cabling or mounting brackets to facilitate the installation. The Lessor shall hire a contractor to complete the hook-up and ground based installation of Lessor antennas. Upon completion of tests indicating that the Lessor's Equipment is functioning as intended, the Lessor shall provide Lessee with a certificate of completion, at which point, all of the Lessee's obligations with respect to the antennas, cabling, mounting brackets and any other ("Lessor's Equipment") shall terminate, and thereafter, the Lessor shall be solely responsible for the maintenance, management, operation, repair, construction and/or removal of Lessor's Equipment. The Lessee shall also design the site so that other providers, including the Lessor will have adequate amount of space to locate their own ancillary and support equipment. Each other provider shall be solely responsible for the cost of locating and placing its equipment onto the tower and into ancillary support facilities, including any support building.

3. Co-Location/Use By Other Wireless Carriers.

It is intended and accepted that the structure and compound shall be made available for use by a minimum of five (5) wireless carrier tenants (Co-Locators). Each Co-Locator shall enter into a lease with the Lessee in a form, and for an amount, acceptable to the Lessor which approval shall not be unreasonably withheld. Co-Location installation designs shall also be submitted to Lessor for approval before the execution of any Co-Location leases. Said approval shall not be unreasonably withheld. The lease rate paid by all Co-Locators for tower and ground space shall be the rate bid by each co-locator in response to the initial, or subsequent, bid solicitations by Lessor but in no case less than the minimum bid. Each Co-Locator shall have its choice of available space on the tower and in the compound in descending order of amount of bid submitted. Co-Location rent payments shall be made to the Lessee and Lessee shall in turn pay Seventy percent (70%) of all co-location rental revenue to the Lessor within 30 days of receipt of any payments, unless alternate lease arrangements of equal value are approved by Lessor. Each Co-Locator shall, before the start of construction of the Co-Locator's installation, pay to the Lessee that Co-Locator's pro-rata share of the development costs of the facility. Lessee shall permit Co-Locators who successfully responded to the initial bid to commence Lessee's internal co-location process immediately upon the execution of this Agreement.

4. Site Testing

Lessor acknowledges that Lessee, at its option following full execution of this Agreement, 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 2 (a), (b) and (c) 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 11(v).

5. Interference.

Lessor and Lessee shall operate their facilities in compliance with all Federal Communications Commission (FCC) regulations. Lessee shall not use the Premises in any way which interferes with the use of the Property by the Borough of Ramsey or lessees or licensees of the Lessor with rights in the Property prior in time to successful bidder's rights (subject to successful bidder's rights under this lease, including, without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operation of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the following rights: In the event any such interference stems from the use of the property by Lessor's emergency communications equipment, and said interference does not cease within seventy-two (72) hours after receipt of written notice of interference, then Lessee shall have the right to terminate this contract. Should said interference stem from any Lessee's or licensee's use of the Property, and said interference does not cease within seventy-two (72) hours of receipt of written notice, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this contract.

6. Term.

The initial term of this Agreement shall be for a period of five (5) years ("Term") commencing upon the date Lessee is in receipt of all necessary approvals to begin construction ("Commencement Date"), or 120 days after date of bid award – whichever occurs first - and shall terminate on the fifth (5th) anniversary of the Commencement Date, unless otherwise provided in Paragraph 11. An extension of the 120 day Commencement Date limit may be granted by the Lessor if cause for delay in obtaining necessary approvals is beyond the control of Lessee and/or if Lessee is making a good faith effort to obtain necessary approvals. Lessee shall have the right to renew the Agreement for four (4) successive five (5) year periods ("Renewal Terms"), upon the same terms and conditions in effect during the Term. Lessee's renewal rights shall be exercised automatically unless Lessee provides written notice of termination to Lessor of its intention not to renew at least ninety (90) days prior to the expiration of the Term or any Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of the Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease.

7. Rent.

(a) Lessee agrees to begin to pay monthly rent to Lessor the sum of and 00/100 Dollars (\$) per month ("Rent") within ten business days following the Commencement Date. Should the Commencement Date occur on a day other than the first day of the month during the Term or Renewal Terms, Rent shall be prorated. Rent payments shall be payable to Lessor at:

Borough of Ramsey
33 N. Central Avenue
Ramsey, New Jersey 07446

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

(c) A one-time, up-front payment of \$3,000 shall be made by Lessee to the Lessor prior to the start of construction. This one-time, up-front payment is in addition to the annual base rent amount.

(d) Prior to commencement of construction by Lessee under this Agreement, Lessee shall pay for all equipment costs associated with installing Lessor's communications equipment, including antennas and cabling. The Lessor shall, after receiving payment from the Lessee, procure and provide its antennas, which shall be initially installed, to the Lessee. The Lessee shall install said antennas on the tower and shall provide any necessary cabling or mounting brackets to facilitate the installation. The Lessee shall be responsible for running required cabling into the municipal building and to the internal communications room. The Lessor shall hire a contractor to complete the hook-up and ground based installation of Lessor's antennas. The Lessee shall also design the site so that other providers, including the Lessor will have adequate amount of space to locate their own ancillary and support equipment. Each other provider shall be solely responsible for the cost of locating and placing its equipment onto the tower and into ancillary support facilities, including any support building.

8. Taxes.

Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to common improvements to the Property/Premises, and/or any portion of the Property/Premises that becomes taxable due to the presence of improvements, and/or the presence or installation of Antenna Facilities, only for so long as the Lease remains in effect. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

9. Insurance.

(a) During the term of Lease, Lessee shall carry, at its sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's construction cost; (ii) commercial general liability insurance with a minimum limit of liability of \$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) 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 within thirty (30) days of the Commencement Date. Each year thereafter, Lessee agrees to provide Lessor with proper Insurance Certificate renewal. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(c) 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.

(d) All insurance policies maintained pursuant to this Lease Agreement shall contain an endorsement requiring at least thirty (30) days of prior written notice shall be given to the Lessor by the Insurer of any intention not to renew such policy or to cancel such policy or to reduce coverage under such policy.

10. Right to Lease and Warranty of Title.

Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party which would preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the property in fee simple and has the right to grant access and use of the Premises; (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

11. Termination.

(a) Lessee may terminate this Agreement with a 6-month termination fee obligation on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is received for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Lessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Lessee's operation; (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Lessee's Installation, including where the inability is caused by engineering surveys or structural reports; or (vi) if Lessee cannot use its facility for its intended purpose due to economic reasons.

(b) Either party may terminate this Agreement on thirty (30) days' prior written notice, if the other party remains in default under Paragraph 12 of this Agreement after the applicable cure periods.

12. Default and Right to Cure.

Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate the Lease on written notice pursuant to the terms of the Lease, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of the Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

13. Notices.

All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party to the address of Lessee and Lessor as set forth below:

Lessor:
Borough of Ramsey
33 N. Central Avenue
Ramsey, New Jersey 07446

Lessee:

With a copy to:

With copies to:

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

14. Indemnification.

Lessee hereby releases Lessor, its successors and/or assigns from liability and waive all right of recovery against Lessor for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder, unless such loss or damage is as a result of Lessor's, its employees or agents use of the property. To the extent loss or damage is not covered by their first party property insurance policies, Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the Lessee or its employees, agents, contractors, licensees, Lessees and/or sublessees, or (b) a breach of any obligation of the Lessee under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the Lessor or anyone claiming through the Lessee. The Lessee's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the Lessor and (ii) the Lessor's granting Lessee the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

15. Amendment.

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

16. Assignment and Subleasing.

Lessee shall not assign or transfer the Lease or sublet all or any portion of the site without the prior written consent of the Borough of Ramsey, provided, however that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets. Upon such assignment and acceptance of the terms and conditions of this Lease by the Assignee, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the Assignee for performance under this Lease and all obligations hereunder.

Additionally, Lessee may, upon notice to Lessor, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Lenders"), provided such Lenders agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Lenders. Lessor agrees to notify Lessee and Lessee's Lenders simultaneously of any default by Lessee and to give Lenders the same right to cure any default by Lessee, or to remove any property of Lessee's or Lenders located on the Property, except that the cure period for any Lenders shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this Lease. All such notices to Lenders shall be sent to Lenders at the address specified by Lessee and/or Lender(s). Failure by Lessor to give Lenders such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Lenders to cure any default and to remove any property of Lessee or Lenders located on the Premises as provided in Section 17 of this Lease.

17. Successors and Assigns.

This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. Waiver of Lessor's Lien.

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

19. Environmental Laws.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not

limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not caused by Lessor or Lessee prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

20. Quiet Enjoyment, Title and Authority.

Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute the Lease; (ii) it has good and unencumbered title to the Property and Tower free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of the Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of the Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

21. Memorandum of Agreement.

Lessor acknowledges and gives Lessee the right to file a Memorandum of Lease Agreement in the form attached hereto as Exhibit D in the county office where the Property is located. Should the Property be encumbered by any mortgage or deed of trust, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment document.

22. Security Interest.

Lessee may, upon notice to Lessor, grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any holders of security interests, including their successors or assigns (collectively, "Lenders"), provided such Lenders agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Lenders. Lessor agrees to notify Lessee and Lessee's Lenders simultaneously of any default by Lessee and to give Lenders the same right to cure any default by Lessee, or to remove any property of Lessee's or Lenders located on the Property, except that the cure period for any Lenders shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this Lease. All such notices to Lenders shall be sent to Lenders at the address specified by Lessee and/or Lender(s). Failure by Lessor to give Lenders such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Lenders to cure any default and to remove any property of Lessee or Lenders located on the Premises as provided in Section 17 of this Lease.

23. Tower Marking and Lighting Requirements.

Lessee acknowledges that it, and not Lessor, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration (“FAA”) and the FCC. Lessee shall indemnify and hold Lessor harmless from any fines or other liabilities caused by Lessee’s failure to comply with such requirements. Should Lessor be cited by either the FCC or FAA because the Tower is not in compliance and, should Lessee fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessor may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee’s expense.

24. Improvements.

The Lessee may at its sole cost and expense and in good and workman like manner make future improvements on the Leased Premises as it deems necessary from time to time for the commencement or continuation of the operation of the wireless communications facility. It should also provide however, that in the event that such improvements require Borough construction permits or approvals, Lessee agrees to obtain such approvals at its sole cost and expense.

25. Maintenance.

The Lessee at its own expense shall maintain the equipment on or attached to the Leased Premises in a safe condition, good repair and in a manner reasonably acceptable to the Lessor.

26. Repairs.

Lessee shall be required to make any and all repairs and/or replacement to the site which are necessitated by (1) Lessee’s installation, operation and/or removal of Lessee’s equipment; or (2) the default or neglect of Lessee, its agents, servants and employees. All such repairs and/or replacements are to be performed within thirty (30) days at Lessee’s expense and to the Lessor’s reasonable satisfaction. If the site or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Lessee’s equipment, through no fault or negligence of Lessee, Lessee may elect to terminate this agreement upon thirty (30) days written notice to the Lessor. In such an event, the Lessee shall promptly remove Lessee’s equipment from the Leased Premises. The Lessor shall have no obligation to repair any damage to any portion of the site except the damage caused by the Lessor.

27. Utilities.

If utilities have to be extended to the site, the Lessee shall pay for the running of all utility lines and installation of all utility equipment to be utilized by the Lessee and shall pay for the electricity and any of the utilities it consumes in its operation. All utilities used by the Lessee and other Lessees must be separately metered and/or capable of being qualified at Lessee’s expense. The Lessor will cooperate in the Lessee’s efforts to obtain utilities from any location provided by the Lessor or the servicing utility company, including the granting of easements.

28. Damage or Destruction of tower.

If the tower or any portion of the tower is destroyed or damaged so as to materially hinder effective use of the tower through no fault or negligence of the Lessee, Lessee may elect to terminate the Lease

Agreement upon thirty (30) days written notice to the Lessor. In such event, the Lessee shall promptly remove the tower and ancillary support equipment and structures from the premises. Alternatively, the Lessee may, at their own expense, replace the tower in accordance with all specifications and requirement applicable to the original installation. Rent shall abate until (a) the tower is rebuilt and back in service or (b) ninety (90) days from the date the tower is damaged, whichever occurs first.

29. Lease Provisions.

This Agreement shall be governed by the laws of the State of New Jersey.

All Riders and Exhibits attached hereto, as well as the bid documents of which the form of lease was a part, are made a material part of this Agreement. In the event that there is a conflict between the terms of this Lease and any of the other bid documents, the terms of this lease shall control.

If any provision of this Agreement is deemed invalid or nonenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

30. Bid Documents.

The Bid Documents, as attached hereto as Exhibit E, shall be considered a part of this lease.

31. No Waiver.

The failure of either party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of such term, condition or covenant. A receipt by Lessor or Lessee of any money with knowledge of the breach of any term, condition or covenant of this Agreement shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Contract shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Lessor and Lessee. This shall be applied to all parties to this agreement, and their successors and/or assigns.

32. Lessor's Approval.

Whenever Lessee is required to obtain Lessor's prior approval, such approval shall not be unreasonably withheld, denied, conditioned or delayed.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR

Borough of Ramsey
33 N. Central Avenue
Ramsey, New Jersey 07446

LESSEE

By: _____

Name
: _____

Title: _____

Date: _____

By: _____

Name:

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated _____, 2011, by and between BOROUGH OF RAMSEY
BOROUGH, as Lessor, and _____, as Lessee.

The Property is described and/or depicted as follows:

Site Address:

Ramsey
DPW Yard, Westside Plaza
Ramsey, New Jersey 07446

Block: 2912, Lot: 26

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2011, by and between BOROUGH OF RAMSEY BOROUGH, as Lessor, and _____, as Lessee.

The Premises is described and/or depicted as follows:

Tower Area:

Space on the tower at approximately the _____' level extending approximately ___ feet above and below that level.

Tower Equipment:

Up to _____ () antennas mounted on an approximately _____', low profile platform or t-arms and up to _____ associated _____" cables.

Ground Area:

An area measuring approximately _____ square feet with equipment placement as per Lease Exhibit C herein.

EXHIBIT C

DEPICTION OF PREMISES

to the Agreement dated _____, 2011, by and between BOROUGH OF RAMSEY BOROUGH, as Lessor, and _____, as Lessee.

Page __ of __

Notes:

1. This Exhibit may be replaced by a land survey or construction drawings of the Premises once it is received by Lessee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT D

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this _____ day of _____, 2011, by and between _____, a _____ corporation, with an office at _____, (hereinafter referred to as "Lessor") and _____, a _____, with an office at _____ (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Standard Lease Agreement ("Agreement") on the _____ day of _____ 2011, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on _____, 2011, and ending on _____, with four (4) successive five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit B annexed hereto.

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

LESSOR
Borough of Ramsey
33 N. Central Avenue
Ramsey, New Jersey 07446

LESSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of _____

County
of _____

[ACKNOWLEDGEMENTS ON NEXT PAGE]

LESSOR ACKNOWLEDGEMENT

State of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public (Seal)

My commission expires: _____

LESSEE ACKNOWLEDGEMENT

State of _____

County of _____

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

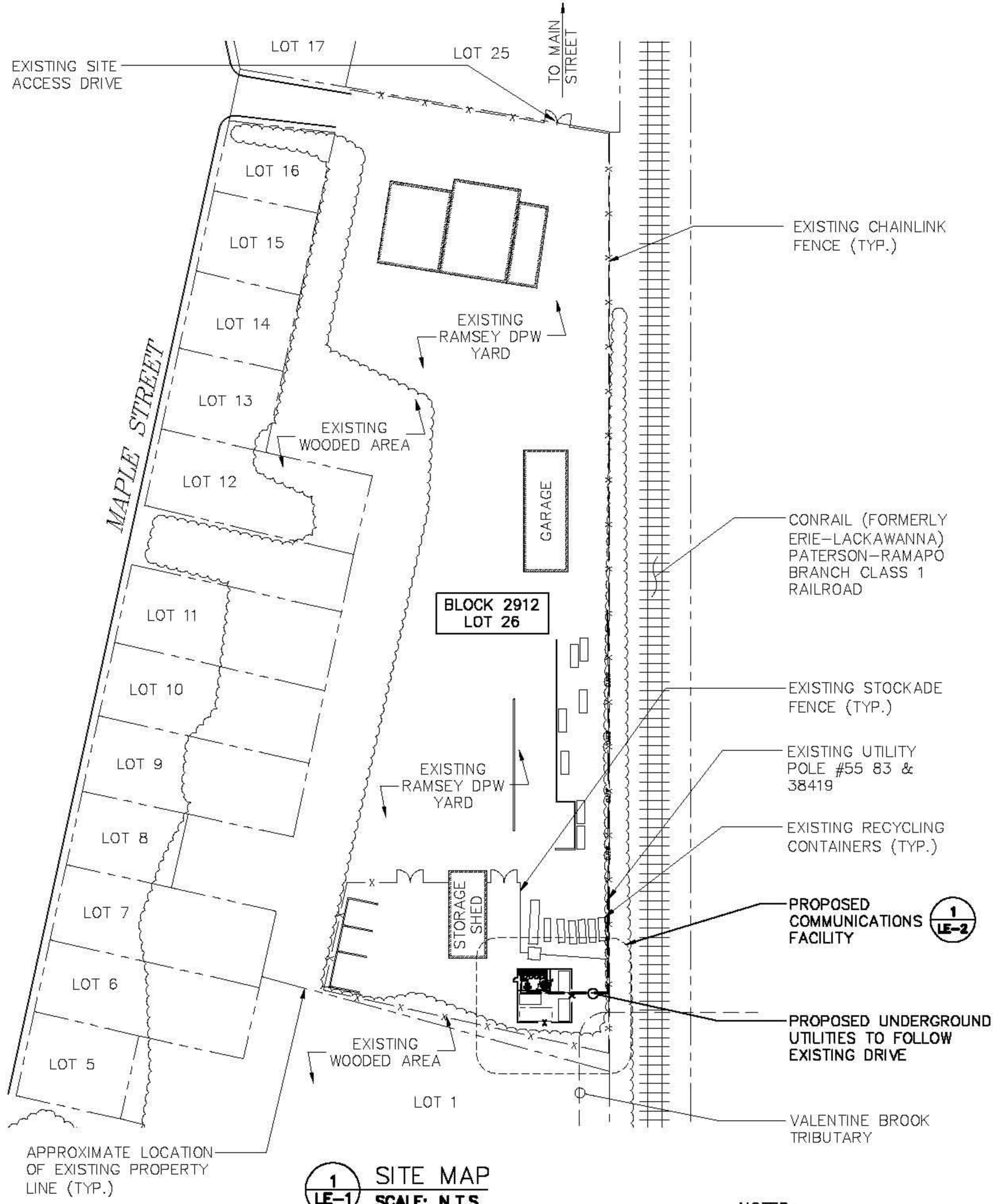
WITNESS my hand and official seal.

Notary Public (Seal)

My commission expires: _____

For illustrative purposes only. Final location, tower and site design to be determined after bid award.

PLAN NORTH



1
LE-1 SITE MAP
SCALE: N.T.S.

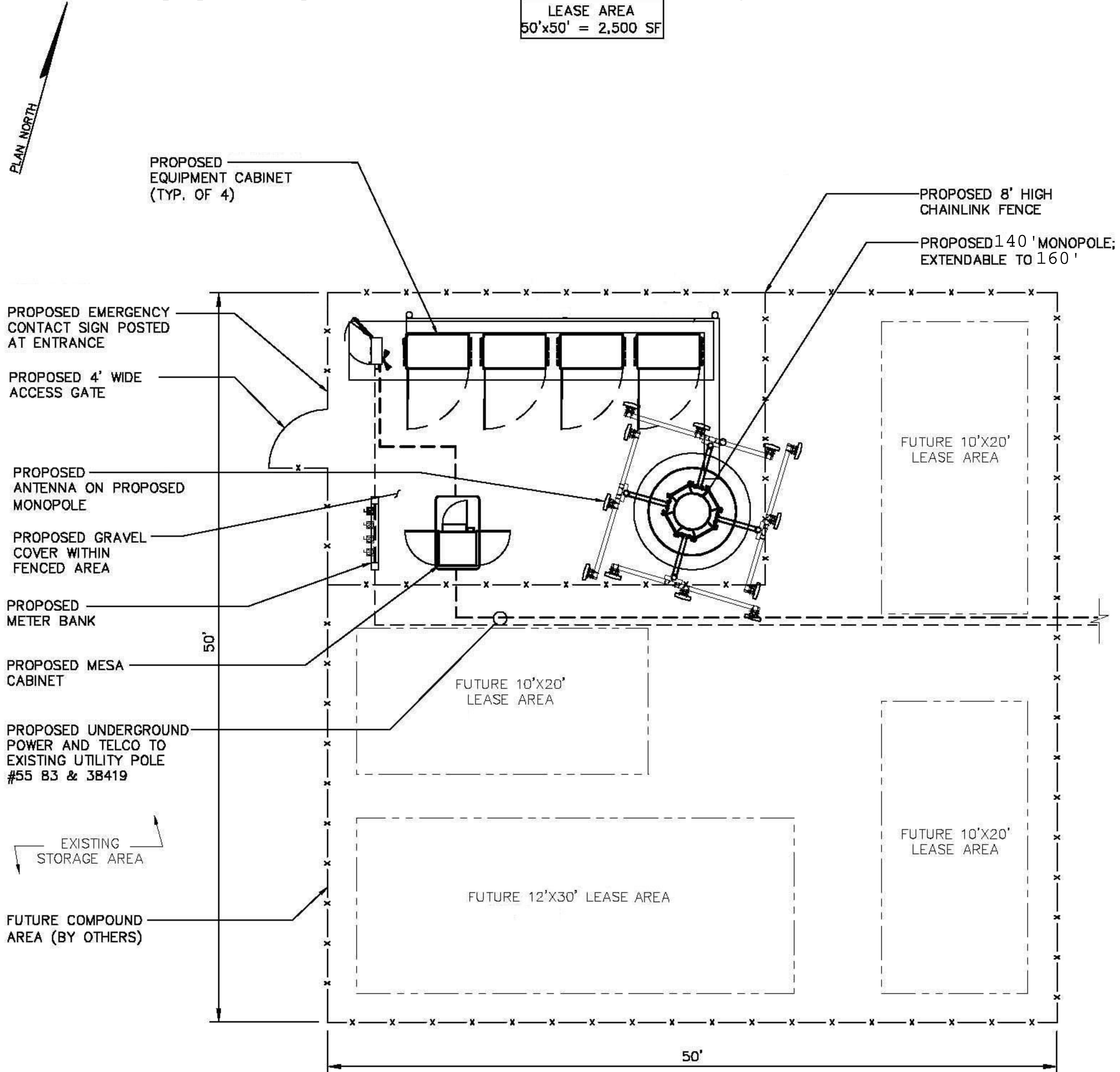
- NOTES:**
1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
 2. THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED ONLY TO PROMOTE DISCUSSIONS.
 3. DO NOT SCALE THIS DRAWING.

NOTE:
THIS DRAWING HAS BEEN REDUCED TO FIT ON AN 8 1/2"x11" SHEET OF PAPER. DO NOT SCALE.

PROJECT NO.	DRAWN BY	APPROVED/CHECKED BY	TURNKEY	DRAWING TITLE:			
				LEASE EXHIBIT			
				PROJECT: RAMSEY DPW YARD		0	01/14/11
				ADDRESS: WESTSIDE PLAZA RAMSEY, NEW JERSEY 07446		REVISION#	DATE#
				SITE ID#			
				DRAWING NO:	REV #		
				LE-1	0		

For illustrative purposes only. Final location, tower and site design to be determined after bid award.

LEASE AREA
50'x50' = 2,500 SF



NOTES:

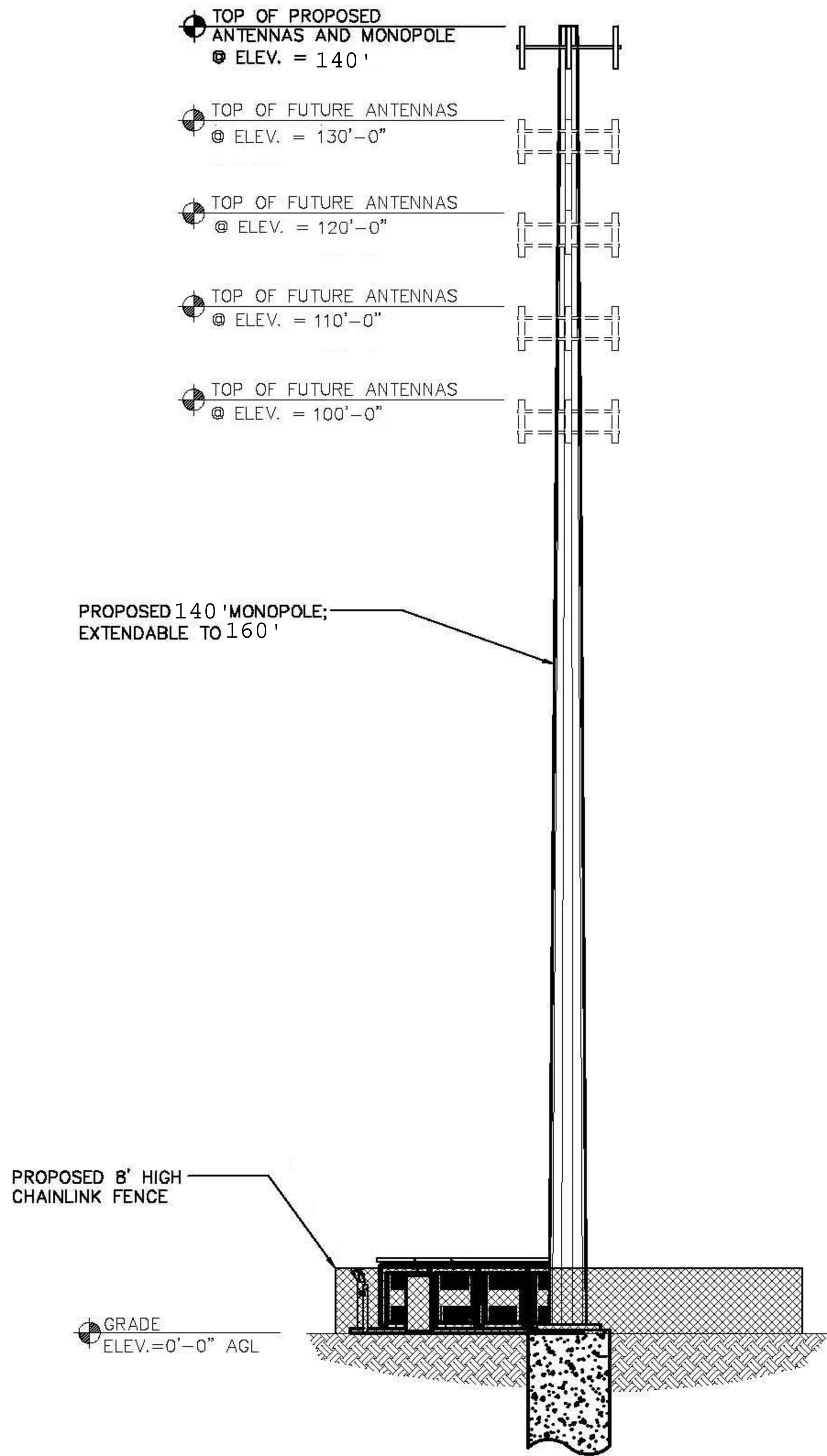
1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
2. THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED ONLY TO PROMOTE DISCUSSIONS.
3. DO NOT SCALE THIS DRAWING.

ENLARGED AREA PLAN
SCALE: N.T.S.

NOTE:
THIS DRAWING HAS BEEN REDUCED TO FIT ON AN 8 1/2"x11" SHEET OF PAPER. DO NOT SCALE.

	PROJECT NO.		DRAWING TITLE:	
	DRAWN BY		LEASE EXHIBIT	
	APPROVED/CHECKED BY		0	01/14/11
	TURNKEY		REVISION#	DATE#
			PROJECT: RAMSEY DPW YARD	
			ADDRESS: WESTSIDE PLAZA RAMSEY, NEW JERSEY 07446	
			DRAWING NO:	REV #
			LE-2	0

For illustrative purposes only. Final location, tower and site design to be determined after bid award.



1 ELEVATION
LE-3 SCALE: N.T.S.

NOTES:

1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
2. THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED ONLY TO PROMOTE DISCUSSIONS.
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	PROJECT NO.		DRAWING TITLE:	
	DRAWN BY		LEASE EXHIBIT	
	APPROVED/CHECKED BY		0	01/14/11
	TURNKEY		REVISION#	DATE#
			SITE ID#	
			DRAWING NO:	REV #
			LE-3	0
			PROJECT: RAMSEY DPW YARD	
			ADDRESS: WESTSIDE PLAZA RAMSEY, NEW JERSEY 07446	