

Borough of Spring Lake
County of Monmouth

**RESOLUTION – AWARD OF CONTRACT #02-2017 – CO – LOCATION
OF CELL COMMUNICATIONS – NEW YORK SMSA LIMITED
PARTNERSHIP D/B/A VERIZON WIRELESS**

WHEREAS, bids were received on January 27, 2017 for Cellular Co-Location on the Water Tower located at the Borough Public Works yard on Monmouth Avenue for a five (5) year lease with four (4) five (5) year renewal options, for a maximum of twenty-five (25) years to renew, and

WHEREAS, one bid was received, and

WHEREAS, New York SMSA Limited Partnership D/B/A Verizon Wireless submitted a bid in the amount of \$36,120.00 per year, and

WHEREAS, New York SMSA Limited Partnership D/B/A Verizon Wireless was found to be responsible and its bid responsive to the bidding documents,

NOW, THEREFORE, BE IT RESOLVED that New York SMSA Limited Partnership D/B/A Verizon Wireless be and hereby is awarded a lease for Cellular Co-Location on the Monmouth Avenue water tower in accordance with the Bid specifications and the Mayor, Borough Administrator and Borough Clerk be and are hereby authorized to execute the Lease and all other necessary paperwork.



MAYOR JENNIFER NAUGHTON

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on February 14, 2017.



DINA M. ZAHORSKY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. DRASHEFF			✓			
MR. ERBE		✓				
MR. JUDGE	✓					
MR. FROST					✓	
MR. SAGUI			✓			
MS. WHALLEY			✓			
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on February 14, 2017.

Borough Clerk

WARREN O. STILWELL
EMAIL: wstilwell@cooperlevenson.com

Direct Phone (609) 572-7624
Direct Fax (609) 572-7625

FILE NO. 58438/00022

September 28, 2017

Dina M. Zahorsky, Clerk
Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

Re: **Verizon Wireless/NNJ Spring Lake DPW/Recorded Memorandum of
Construction and Lease Agreement**

Dear Ms. Zahorsky:

With respect to the captioned matter, enclosed for your file is a copy of the recorded Memorandum of Construction and Lease Agreement. Please call me with any questions. Thank you.

Very truly yours,



Warren O. Stilwell

WOS/rcm
Enclosure

cc: Anthony Egidio
Bill Perry

CLAC 4126646.1



Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
Warren O. Stilwell, Esq.
Cooper Levenson, P.A.
1125 Atlantic Avenue
Atlantic City, New Jersey 08401



501ZS4

Official Use Only

Submitting Company Cooper Levenson, P.A.

Document Type Mortgage - Lease Agreement

Document Date (mm/dd/yyyy)

02/14/2017

Total Number of Pages
(Including the cover sheet)

8

Consideration Amount (If applicable)

\$0.00

Official Use Only

AUG 31 2017 *NP*

8

SEP 14 2017 *NP*

KRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2017091684
RECORDED ON
SEP 19, 2017
11:56:33 AM
BOOK: 0R-9249
PAGE: 2196
Total Pages: 8

COUNTY RECORDING \$100.00
FEE
L. AID \$100.00

First Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	Borough of Spring Lake		423 Warren Avenue, Spring Lake, NJ 07762		
Second Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	New York SMSA Limited Partnership d/b/a Verizon Wireless		One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920		
The Following Section is Required for DEEDS Only					
Parcel Information	Municipality	Block	Lot	Qualifier	Property Address
Recording Reference to Original Document (if applicable)					
Reference Information (Marginal Notation)	Book	Beginning Page		Instrument No.	

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

NNJ Spring Lake DPW
April 18, 2017

Upon Recording, Return to:

Warren O. Stilwell, Esquire
Cooper Levenson
1125 Atlantic Avenue
Atlantic City, New Jersey 08401

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

MEMORANDUM OF CONSTRUCTION AND LEASE AGREEMENT

This Memorandum of Construction and Lease Agreement ("Agreement") is made this 14 day of February, 2017, between Borough of Spring Lake, with its principal municipal offices located 423 Warren Avenue, Spring Lake, New Jersey 07762 hereinafter designated "LESSOR", and New York SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into the Agreement on February 14, 2017 for an initial term of five (5) years, commencing on the Commencement Date. Beyond the initial 5 year term the Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) Months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of the real property which is described as the Borough Water tank site located at 5th and Atlantic Avenue, a/k/a Block 26, Lot 1, Borough of Spring Lake, New Jersey and as depicted in Exhibit "A" attached hereto and made a part hereof, for the installation, operation and maintenance of communications equipment together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications facility.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the first month following the date of the full execution of the Lease Agreement.

NNJ Spring Lake DPW
April 18, 2017

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:
Borough of Spring Lake

Dina M. Weberly
WITNESS

BY:

Name:

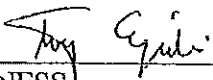
Title:

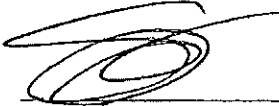
Jennifer Naughton
Jennifer Naughton
Mayor

The signature page for Verizon Wireless is on the following page and the remainder of this page has been intentionally left blank.

NNJ Spring Lake DPW
April 18, 2017

LESSEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership its General Partner


WITNESS

BY: 

Susan Peluso
Director Network Field Engineering

NNJ Spring Lake DPW
April 18, 2017

STATE OF NEW JERSEY)

COUNTY OF MONMOUTH)

ACKNOWLEDGEMENT

I, Angelina Domena, a Notary Public for said County and State, do hereby certify that Jennifer Hughes personally came before me this day and acknowledged that s/he is the Mayor of the Borough of Spring Lake and s/he, being authorized to do so, executed the foregoing MEMORANDUM OF LEASE AGREEMENT as his/her own act and deed on behalf of the Borough of Spring Lake.

WITNESS my hand and official Notarial Seal, this 25 day of April, 2017.


Notary Public

My Commission Expires:

3/11/2021

ANGELINA DOMENA
NOTARY PUBLIC OF NEW JERSEY
ID # 50034178
My Commission Expires 3/11/2021

STATE OF NEW JERSEY)

COUNTY OF SOMERSET)

ACKNOWLEDGMENT

I, KATHLEEN M. DUNNE, a Notary Public for said County and State, do hereby certify that Susan Peluso personally came before me this day and acknowledged that she is the Director Network Field Engineering of CELLCO PARTNERSHIP d/b/a Verizon Wireless, General Partner of New York SMSA Limited Partnership and that he being authorized to do so, executed the foregoing MEMORANDUM OF LEASE AGREEMENT on behalf of CELLCO PARTNERSHIP d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this 21st day of August, 2017.


Notary Public

My Commission Expires:

KATHLEEN M. DUNNE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 30, 2020

NNJ Spring Lake DPW
April 18, 2017

EXHIBIT A



SITE LOCATION

SITE MAP

GENERAL NOTE:

1. THE EXHIBIT IS A CONCEPTUAL REPRESENTATION ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES & MUNICIPAL APPROVALS.
2. TRUE NORTH DETERMINATION, GROUND (ASNU) ELEVATION AND LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.
3. DO NOT SCALE THE EXHIBIT UNLESS OTHERWISE NOTED.
4. ELECTRIC AND TELEPHONE SERVICE CONNECTIONS TO BE COORDINATED WITH RESPECTIVE UTILITIES.
5. GROUND DISTURBANCE IS NOT PERMITTED AT THIS SITE.

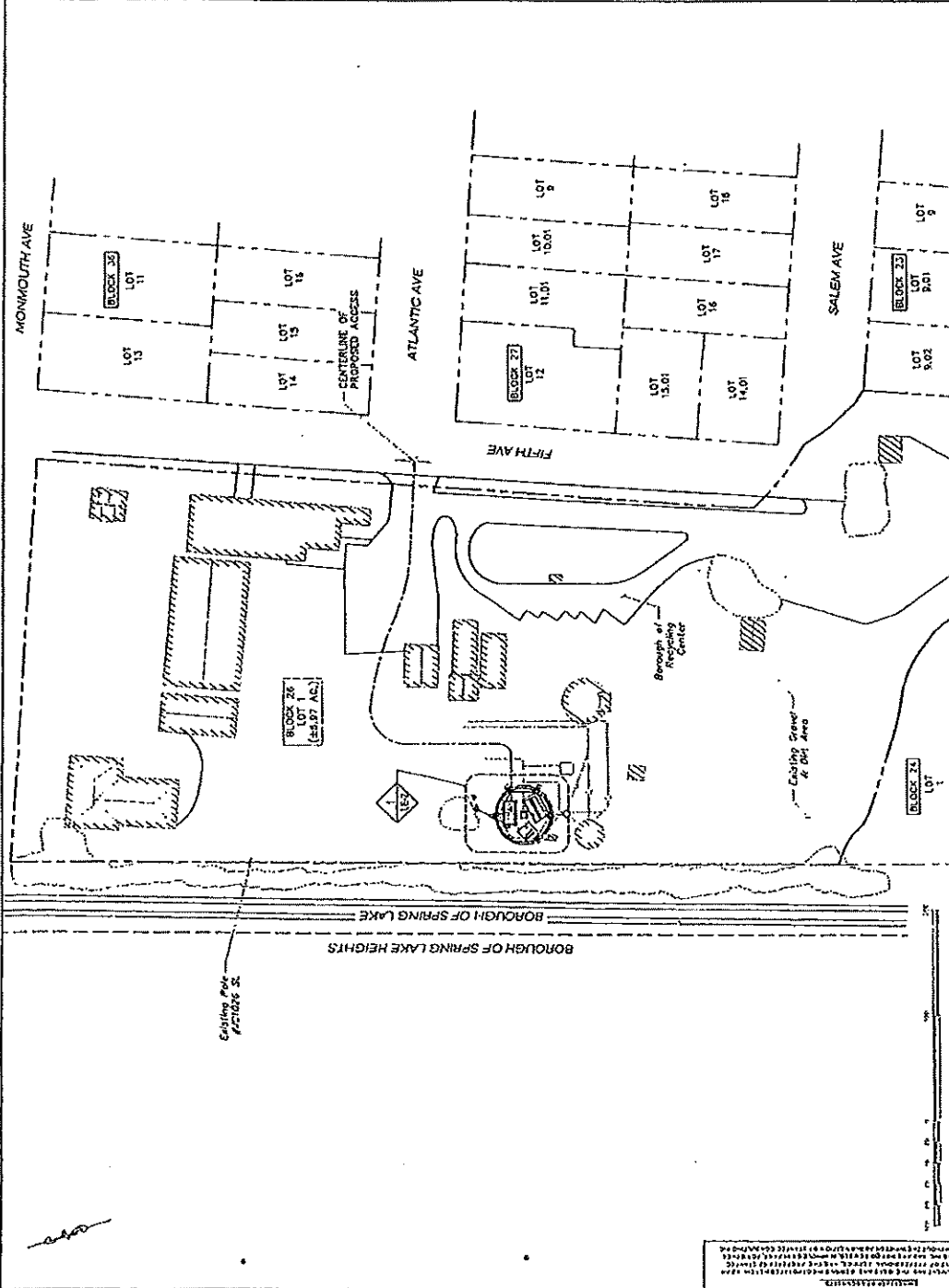
SITE INFORMATION:

1. PROPERTY OWNER:
BOROUGH OF SPRING LAKE
SPRING LAKE, NJ 07081
2. CONTACT:
T.S.D.
3. LESSEE:
NEW YORK SMSA LIMITED PARTNERSHIP (N/A)
VERIZON WIRELESS
300 NEW GEORGE ROAD, SUITE 200
WARREN, NJ 07059
4. SITE ADDRESS:
201 27th AVE
SPRING LAKE
MONMOUTH COUNTY, NJ
5. LOT:
BLOCK:
SHEET:
1
28
N/A (SINGLE FAMILY RESIDENTIAL 2,300 SQ.FT. PER DWELLING UNIT)

LEGEND

- CHANGING
- PROPOSED
- PROPERTY LINE
- PROPOSED ELECTRIC ROUTING
- PROPOSED TELEPHONE ROUTING

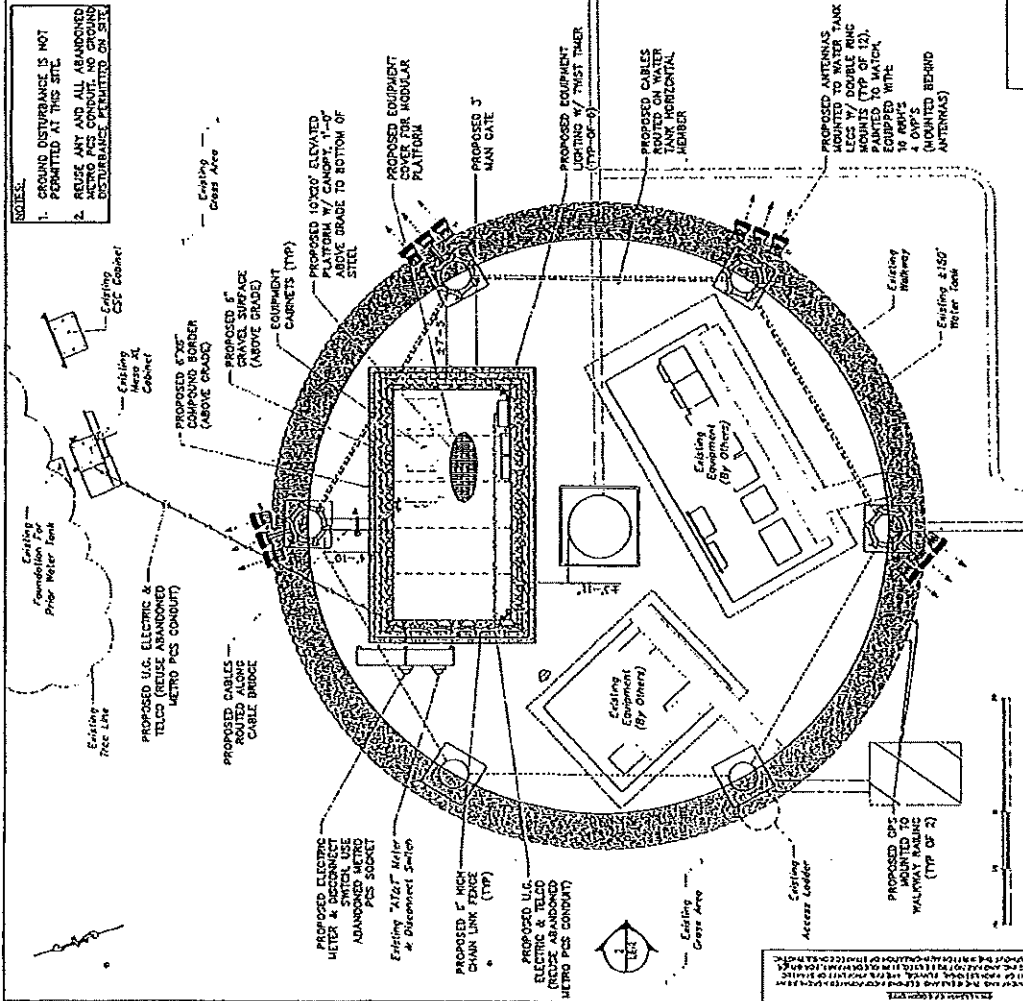
EXHIBIT "A"	2016.08	11-01-16
SPRING LAKE DPW	LE-1	
BOROUGH OF SPRING LAKE	1 OF 2	2



SCALE 1" = 100'

NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS			
verizon			
293 JAMES CLARKE ROAD, SUITE 200 D WARREN, NJ 07059			
Stantec			
			
157 Main St., 2nd Floor, New York, NY 10038 Phone: (212) 512-2000 Fax: (212) 512-2001 stantec.com			
SCALE 1" = 100'	SCHEMATIC	PVI	
	GRAVITY	RT	
		PVI	
	CHECKED BY		
	DATE	BY	DATE
	REVIEWED PER INTERNAL COMMENTS	PVI	8/21/17
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- NOTES:
1. GROUND DISTURBANCE IS NOT POINTED AT THIS SITE.
 2. REUSE ANY AND ALL ABANDONED METRO PCS CONDUITS AND CABLES. DISTURBANCE LIMITED ON SITE.



1 COMPOUND LAYOUT

SCALE: 1" = 30'

NO.	DATE	BY	CHKD BY	DESCRIPTION
1	11-01-16	PJA	PJA	REVISED FOR INTERNAL COMMENTS
2	11-01-16	PJA	PJA	REVISED FOR INTERNAL COMMENTS
3	11-01-16	PJA	PJA	INITIAL SUBMISSION

NO.	DATE	BY	CHKD BY	DESCRIPTION
1	11-01-16	PJA	PJA	REVISED FOR INTERNAL COMMENTS
2	11-01-16	PJA	PJA	REVISED FOR INTERNAL COMMENTS
3	11-01-16	PJA	PJA	INITIAL SUBMISSION

Stantec

111 South 2nd Street, Suite 200
 St. Louis, MO 63102
 (314) 241-1000
www.stantec.com

NEW YORK SMSA UNITED PARTNERSHIP d/b/a VERIZON WIRELESS

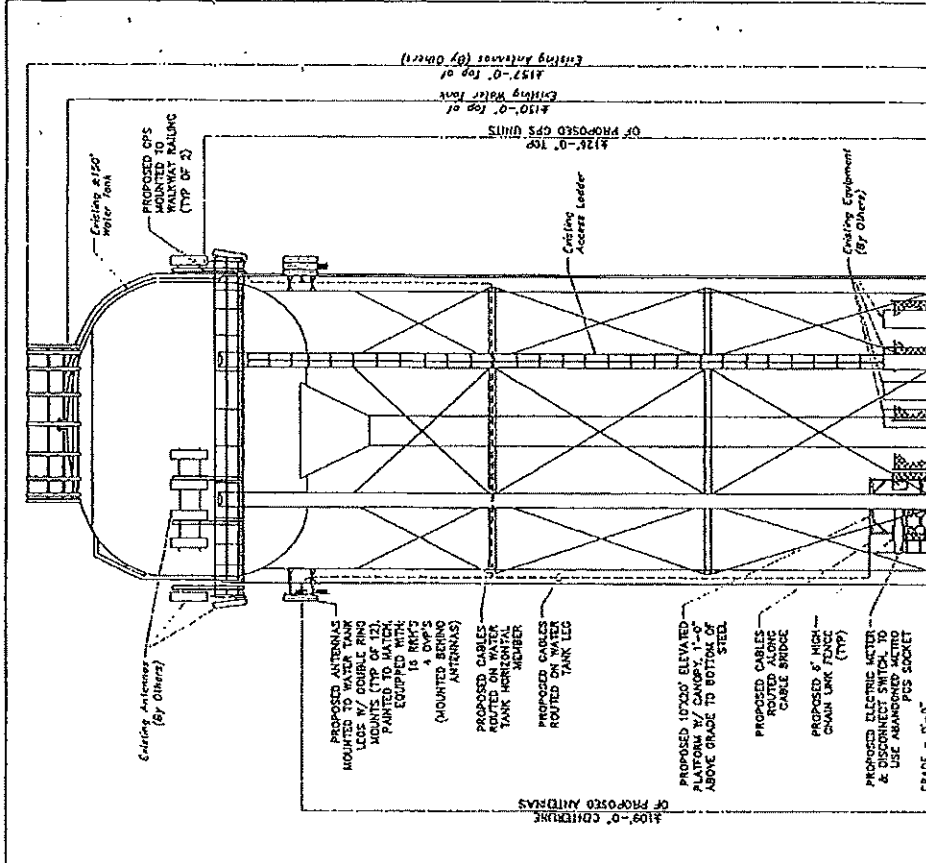
verizon

300 KING STREET, SUITE 200, WASHINGTON, DC 20004

2 WEST ELEVATION

SCALE: 1" = 20'

NO.	DATE	BY	CHKD BY	DESCRIPTION
1	11-01-16	PJA	PJA	REVISED FOR INTERNAL COMMENTS
2	11-01-16	PJA	PJA	REVISED FOR INTERNAL COMMENTS
3	11-01-16	PJA	PJA	INITIAL SUBMISSION



LEGEND

- EXISTING
- PROPOSED
- PROPERTY LINE
- PROPOSED ELECTRIC ROUTING
- PROPOSED TELEPHONE ROUTING

EXHIBIT "A"	2016.06	11-01-16
SPRING LAKE DPW	2	2
BOROUGH OF SPRING LAKE	2	2

R-17-051

Borough of Spring Lake
County of Monmouth

**RESOLUTION – AWARD OF CONTRACT #02-2017 – CO – LOCATION
OF CELL COMMUNICATIONS – NEW YORK SMSA LIMITED
PARTNERSHIP D/B/A VERIZON WIRELESS**

WHEREAS, bids were received on January 27, 2017 for Cellular Co-Location on the Water Tower located at the Borough Public Works yard on Monmouth Avenue for a five (5) year lease with four (4) five (5) year renewal options, for a maximum of twenty-five (25) years to renew, and

WHEREAS, one bid was received, and

WHEREAS, New York SMSA Limited Partnership D/B/A Verizon Wireless submitted a bid in the amount of \$36,120.00 per year, and

WHEREAS, New York SMSA Limited Partnership D/B/A Verizon Wireless was found to be responsible and its bid responsive to the bidding documents,

NOW, THEREFORE, BE IT RESOLVED that New York SMSA Limited Partnership D/B/A Verizon Wireless be and hereby is awarded a lease for Cellular Co-Location on the Monmouth Avenue water tower in accordance with the Bid specifications and the Mayor, Borough Administrator and Borough Clerk be and are hereby authorized to execute the Lease and all other necessary paperwork.



MAYOR JENNIFER NAUGHTON

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on February 14, 2017.



DINA M. ZAHORSKY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. DRASHEFF			✓			
MR. ERBE		✓	✓			
MR. JUDGE	✓		✓			
MR. FROST						✓
MR. SAGUI			✓	✓		
MS. WHALLEY			✓			
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on February 14, 2017.

Borough Clerk

COOPER LEVENSON
ATTORNEYS AT LAW

1125 Atlantic Avenue
Atlantic City, NJ 08401
Phone: 609.344.3161
Toll Free: 800.529.3161
Fax: 609.344.0939
www.cooperlevenson.com

WARREN O. STILWELL
EMAIL: wstilwell@cooperlevenson.com

Direct Phone (609) 572-7624
Direct Fax (609) 572-7625

FILE NO. 58438/00022

January 25, 2017

Dina M. Zahorsky
Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

Re: **Bid of New York SMSA Limited Partnership d/b/a Verizon Wireless for Co-
Location of Cellular Carriers on the Water Tower located at 501 Fifth Avenue**

Dear Mayor and Ms. Zahorsky:

Enclosed please find the Bid of New York SMSA Limited Partnership d/b/a Verizon Wireless for the use of space at the Borough Water Tank site located at Fifth Avenue. The documents being submitted herewith consist of the following:

1. The Exceptions and Clarifications letter which seeks to clarify certain items from the Bid Package.
2. The State of New Jersey Business Registration Certificate for Verizon Wireless.
3. The No Bid Response for Reasons Checked form which we have marked as "Not Applicable".
4. The Bid Proposal form.
5. The Bidder's W-9 form.
6. The required evidence Affirmative Action Regulations form. Attached to this form we have included the Certificate of Employee Information Report.
7. The Ownership Disclosure Statement.

COOPER LEVENSON, P.A.

Dina M. Zahorsky
January 25, 2017
Page 2

8. The Non-Collusion Affidavit.
9. A Cashier's/Bank Check in the amount of \$3,612.00 representing ten (10%) percent of the amount bid for the first year as the Bid Security.
10. A copy of Bidding Documents including the Exhibit prepared by Stantec depicting the water tank and the proposed wireless facility.

Once the Bid has been opened, would you please let me know if the Bid has been deemed acceptable and when it is anticipated that the Mayor and Council will act on the Bid. Please let me know if you have any questions or require any additional information. Thank you.

Very truly yours,



Warren O. Stilwell

RFD/sjw

Enclosures

cc: Matthew Watkins
Kiyanna Ingram
Bill Perry

CLAC 3856107.1

WARREN O. STILWELL
EMAIL: wstilwell@cooperlevenson.com

Direct Phone (609) 572-7624
Direct Fax (609) 572-7625

FILE NO. 58438/00022

January 4, 2017

Dina M. Zahorsky
Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

Re: Exceptions and Clarifications to the Bid Documents regarding the Land Lease for
Co-Location of Cellular Communications Carriers on a Previously Constructed
Self-Supporting Elevated Water Tower due January 27, 2017 (Verizon Wireless
Site ID: NNJ Spring Lake DPW)

Dear Ms. Zahorsky and Borough:

In connection with the Bid Proposal provided to the Borough by New York SMSA Limited Partnership d/b/a Verizon Wireless with respect to the above-captioned Bid, I am advising that the Bidder seeks Clarification and/or has Exceptions to the specific following terms contained in the Bid Documents:

1. There was no form of Lease attached to the Bid Documents and therefore, the Bidder is making this Bid contingent upon the Parties hereto entering into a Lease acceptable to both which contains terms that are substantially the same as those set forth in the Bid Package.
2. The Bid Documents are not specific that the High Bidder will be awarded its choice of available locations for its antennas and equipment. Clarification is required that the High Bidder will be given its choice of the available locations for its facilities.
3. In subparagraph 2 of paragraph 18 on page 9, it is required that all successful contractors must submit, prior to award, an Initial Project Manning Report form AA-201. Clarification is required that the form is not applicable to this Bidder, however, Bidder acknowledges

COOPER LEVENSON, P.A.

Dina M. Zahorsky

January 4, 2017

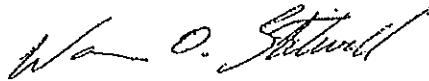
Page 2

that it will submit such reports and forms as may be required once a Lease has been entered into.

4. In paragraph 3.4 entitled "Use of Premises by Other Providers" there is language that refers to a "lead provider designing and constructing the water tower". Clarification is required that the water tower is already constructed and that each of the Bidders that are awarded a Bid will be responsible for constructing their own facilities based upon approvals received from the Borough.

New York SMSA Limited Partnership d/b/a Verizon Wireless as a Bidder requests that the Borough accept the Clarifications outlined above or Bidder shall retain the right to withdraw the Bid without any further duties or obligations owed by either Party to the other.

Very truly yours,



Warren O. Stilwell

WOS/mls

cc: Matthew Watkins
Kiyanna Ingram
Bill Perry

CLAC 3836757.1

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	CELLCO PARTNERSHIP
Trade Name:	VERIZON WIRELESS
Address:	30 INDEPENDENCE BLVD 4 FL WARREN, NJ 07059-6747
Certificate Number:	0083759
Effective Date:	July 14, 1995
Date of Issuance:	October 30, 2015

For Office Use Only:
20151030122232925

NO BID RESPONSE FOR REASONS CHECKED

N/A

☐ CANNOT COMPLY WITH SPECIFICATIONS
☐ CANNOT COMPLY WITH TERMS/CONDITIONS
WHICH ONES _____

☐ UNABLE TO MEET DELIVERY
☐ DO NOT SELL/MANUFACTURE
TYPE OF ITEMS INVOLVED _____

☐ OTHER [Specify] _____

☐ WE DO ☐ 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 co-location of cellular communications carriers on a
previously constructed self-supporting elevated water tower with
simultaneous leasing and co-location of up to five (5) carriers at the same site.

DATE/TIME: _____

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

FROM:

AFFIX
STAMP
HERE

TO: Borough of Spring Lake
ATTN: BOROUGH CLERK
423 Warren Avenue
Spring Lake, NJ 07762

BID PROPOSAL

TO: Borough of Spring Lake
ATTN: BOROUGH CLERK
423 Warren Ave
Spring Lake, NJ 07762

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 co-location on a previously awarded, approved and constructed self-supporting wireless telecommunications 150' water tower, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of up to four (4) additional carriers at the same site.

The bid amount offered per year (minimum \$36,000 per year) is: \$36,120.00
(write numerically)

Thirty-Six Thousand One Hundred Twenty and 00/100 dollars
(write bid amount in words)

The undersigned is a ~~Corporation~~/Partnership/Individual under the laws of the State of New York
having its principal office at: 283 King George Road, Building D, Warren, NJ 07059

Check List Enclosures

(Required Evidence)
Non-Collusion Affidavit
Affirmative Action Statement
Stockholder Disclosure
Signed Proposal

(Required Security)
Bid Bond
Consent of Surety
Performance Bond

New York SMSA Limited Partnership d/b/a
Verizon Wireless by Cellico Partnership Its
~~General Partner~~
COMPANY

283 King George Road, Bldg. D
ADDRESS
Warren, New Jersey 07059
ADDRESS

SEE ATTACHED W-9
FEDERAL I.D. OR SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

FAX NUMBER

DATE

SIGNATURE

JACQUE VALLIER

TYPE OR PRINT NAME

EXECUTIVE DIRECTOR NETWORK FIELD ENGINEERING

TITLE

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
New York SMSA Limited Partnership

2 Business name/disregarded entity name, if different from above
d/b/a Verizon Wireless

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶
☐ C Corporation
☐ S Corporation
☒ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.)
One Verizon Place - Tax Department

6 City, state, and ZIP code
Alpharetta, GA 30004

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
1	3	-	3	1	8	4	4	3 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here _____ Signature of U.S. person ▶ *Tudell Vaz* Date ▶ *4-24-15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

OR

✓ 2. A certificate of Employee Information Report Approval.

OR

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

_____ Please send out company an Affirmative Action form for our completion (A.A. 30-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

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

Yes _____ No _____

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

Yes X No _____

You shall submit a copy of such certificate. (ATTACHED)

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

NEW YORK SMSA LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS BY CELLCO PARTNERSHIP
ITS GENERAL PARTNER
COMPANY

SIGNATURE JACQUE VALLIER

EXECUTIVE DIRECTOR NETWORK FIELD
TITLE ENGINEERING

Certification 12072

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2016 to 15-JUN-2019

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
ONE VERIZON WAY, VERIZON
BASKING RIDGE NJ 07920



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

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

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

	<u>Name</u>	<u>Address</u>	<u>% of Stock Held</u>
	SEE ATTACHED OWNERSHIP DISCLOSURE		
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Prepared by: Name: _____

Position: _____

Signature: _____

Date: _____

DISCLOSURE STATEMENT PURSUANT TO N.J.S.A. 40:55D-48.1 AND 40:55D-48.2

New York SMSA Limited Partnership (d/b/a Verizon Wireless) is a New York limited partnership, with a principal place of business at One Verizon Way, Basking Ridge, NJ 07920. The sole entity with at least a 10% interest in this partnership is Celco Partnership, with an address of One Verizon Way, Basking Ridge, NJ 07920.

Celco Partnership ("Celco") is a general partnership formed under the laws of the State of Delaware. The following entities have at least a 10% interest in Celco:

1. Bell Atlantic Mobile Systems LLC
 2. GTE Wireless LLC
 3. Verizon Americas Inc.
1. Bell Atlantic Mobile Systems LLC, One Verizon Way, Basking Ridge, NJ 07920-1097
- a Delaware limited liability company with its principal place of business in New Jersey, whose sole member is MCI Communications Services, Inc.

MCI Communications Services, Inc. a Delaware corporation with its principal place of business in Virginia, whose sole shareholder is MCI Broadband Solutions, Inc.

MCI Broadband Solutions, Inc., a Delaware corporation with its principal place of business in Florida, whose sole shareholder is Terremark Worldwide, Inc.

Terremark Worldwide, Inc., a Delaware corporation with its principal place of business in Florida, whose sole shareholder is MCI International Telecommunication Corporation.

MCI International Telecommunication Corporation, a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is MCI International Services, Inc.

MCI International Services, Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is MCI International, Inc.

MCI International, Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is Verizon Business Network Services, Inc.

Verizon Business Network Services Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is MCI Communications Corporation.

MCI Communications Corporation, a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is Verizon Business Global LLC.

Verizon Business Global LLC, a Delaware limited liability company with its principal place of business in Florida, whose sole member is *Verizon Communications Inc.* (see below)

2. **GTE Wireless LLC, One Verizon Way, Basking Ridge, NJ 07920-1097**
- a Delaware limited liability company with its principal place of business in New Jersey, whose sole member is GTE LLC.

GTE LLC, a Delaware limited liability company with its principal place of business in New Jersey, with *Verizon Communications Inc.* the sole entity with an interest of 10% or more (see below).

3. **Verizon Americas Inc., One Verizon Way, Basking Ridge, NJ 07920-1097**
- a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is Verizon Americas Finance 1 Inc.

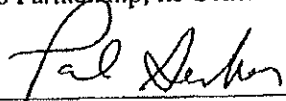
Verizon Americas Finance 1 Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is *Verizon Communications Inc.* (see below).

Verizon Communications Inc. is a publicly traded company, with its principal place of business at 1095 Avenue of the Americas, New York, NY. There are no companies, entities or individuals with a 10% or greater interest in any class of stock of this entity.

NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS

By: Celco Partnership, its General Partner

By: _____


Paul Serber, Assistant Secretary

Dated: October 17, 2016

NON-COLLUSION AFFIDAVIT

Land lease for the co-location on a self-supporting 150' wireless telecommunications water tower and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of up to four (4) additional carriers at the same site.

State of: New Jersey

County of: Somerset

	Executive Director	New York SMSA Limited Partnership d/b/a Verizon Wireless
I, <u>Jacque Vallier</u>	<u>as Network Field Engineer</u>	<u>By Cellico Partnership Its General Partner</u>
(name of partner or officer)	(title)	ing (Name of firm)

Located at 283 King George Road, Building D, Warren
(business address)

In the county of Somerset and State of New Jersey 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 Spring Lake 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.

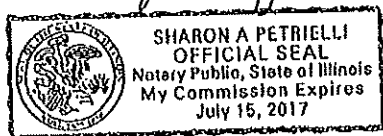
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained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

(name of contractor)

In accordance with N.J.S.A. 52:34-15.

Subscribed and sworn to before me

This 23 day of January, 2017.



Sharon A. Petrielli
NOTARY PUBLIC

[Signature]
Signature

JACQUE VALLIER
EXECUTIVE NAME OF AFFIANT DIRECTOR NETWORK
FIELD ENGINEERING

Borough of Spring Lake
423 Warren Avenue
Spring Lake, NJ 07762

DOCUMENT NO:

BIDDING DOCUMENTS AND INSTRUCTIONS TO BIDDERS

FOR THE WORK AND/OR PRODUCT ENTITLED:

Land lease for the co-location of cellular communications carriers on a previously constructed self-supporting elevated water tower with simultaneous leasing and co-location of up to five (5) carriers at the same site.

DATE AND TIME OF THE BID OPENING:

FRIDAY, JANUARY 27, 2017 10:00 A.M.

BOROUGH OF SPRING LAKE
423 WARREN AVENUE
SPRING LAKE, NJ 07762

CONTENTS AND CHECK LIST FOR BIDDERS

PAGE	DESCRIPTION	INCLUDED IN BID DOCUMENT	BIDDER MUST INCLUDE IN BID FORM ON FORM OF:	
	Published Notice to Bidders	X		
	Mandatory Affirmative Action Language	X		
	Mandatory Americans with Disabilities Act Language	X		
	General Instructions to Bidder	X		
	No Bid Response Form	X	X	Borough
	Bid Specifications	X	X	Borough
	Bid Proposal	X	X	Borough
	Affirmative Action Forms	X	X	Borough
	Stockholder or Partnership Disclosure Statement	X	X	Borough
	Non-Collusion Affidavit	X	X	Borough
	Consent of Surety	X	X	Borough
	Other:			

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk for the Borough of Spring Lake, County of Monmouth, State of New Jersey on Friday, January 27, 2017 at 10:00 A.M., prevailing time the Borough of Spring Lake Borough Hall, 423 Warren Avenue, Spring Lake, New Jersey 07762, at which time and place bids will be opened and read in public for:

Land lease for the co-location of cellular communications carriers on a previously constructed self-supporting elevated water tower with simultaneous leasing and co-location of up to five (5) carriers at the same site.

Specifications and other bid information may be obtained from the Borough by prospective bidders during the hours of 8:00 A.M. to 4:00 P.M. Monday through Friday at the office of the Borough Clerk, Borough of Spring Lake, 423 Warren Avenue, Spring Lake, New Jersey 07762.

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.), (Affirmative Action) and P.L. 1977, c. 22 (Ownership Disclosure).

The Contract shall be awarded, or all bids rejected, within sixty days from the receipt of bids or within such extensions of time as permitted by law.

By Order of the Borough of Spring Lake

Dina M. Zahorsky
Borough Clerk

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay 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 advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

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

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

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

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

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

Americans with Disabilities Act Mandatory Language

Equal Opportunity for Individuals with Disabilities

The contractor and the Borough of Spring Lake (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 provide 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, 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 the Act. The contractor shall indemnify, administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Borough, 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 decisions 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 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 obligations 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, 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: Dina M. Zahorsky
Borough Clerk
ADDRESS: BOROUGH OF SPRING LAKE
423 Warren Avenue
Spring Lake, New Jersey 07762
PHONE NO.: 732-449-0800 ext. 620 FAX: 732-449-8797
BETWEEN THE HOURS OF 8:00a.m. to 4:00 p.m. MONDAY – FRIDAY
3. Submitting of Bids:
 - a. The Borough of Spring Lake, Monmouth County, New Jersey (hereinafter referred to as the "Borough" invites sealed bids pursuant to the Notice of Bidders.
 - b. All bids must be received in the Office of the Borough Clerk by:
Date: **Friday, January 27, 2017** Time: **10:00 am**All bids must be submitted in a sealed envelope addressed and marked as follows:

From:	TO: BOROUGH OF SPRING LAKE
NAME OF BIDDER	ATTN: BOROUGH CLERK
ADDRESS OF BIDDER	423 Warren Avenue
	Spring Lake, New Jersey 07762

BID PROPOSAL FOR:

CO-LOCATION OF CELLULAR CARRIERS ON WATER TOWER

- 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 Administrator at the address provided above. Such requests must be received at least five (5) 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:
 1. BID OFFER FORM (STANDARD FORM), complete including total amount of bid and signature.
 2. STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT (STANDARD FORM), completed and signed.
 3. NON-COLLUSION AFFIDAVIT (STANDARD FORM), complete, signed and notarized.
 4. BID SECURITY shall be made a part of the bid documents when it is indicated to do so by an "X" in Section 4. Failure to provide such documentation when indicated will result in rejection of the bid.
 5. AFFIRMATIVE ACTION CERTIFICATION completed and signed.

Other documents as may be indicated on the check list of the Instruction to Bidder Cover.

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.

4. Bid Security

The following provisions if indicated by an "✓" shall be applicable to this bid and be made a part of the bidding documents:

a. ☒ 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 total price bid for the first year, but not in excess of \$20,000, payable unconditionally to the Borough of Spring Lake. 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 lease contract is executed and any required performance bond or other security is submitted. 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.

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 the record by Fax and Certified Mail not later than five (5) working days prior to the date fixed for the opening of bids. Failure to 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.
- c. Prices should be for the furnishing of all the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, ect. And all transportation charges fully prepaid by the contractor F.O.B. destination, unless otherwise noted, and placement at the locations specified by the Borough. No additional charges will be allowed for any

transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

7. Award of Bids:

- a. In comparing bids, consideration will not be confined to cost only. The successful bidder will be one whose product is judged to best meet all 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.
- d. The Borough reserves the right to award each item separately to the highest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the highest monthly rental bid meeting the specifications, whichever in the awarding authorities' option is in the best interest of the Borough. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- e. Quantities as shown as approximate and the Borough reserves the right to increase or decrease quantities at the unit price bid.
- f. Should the bidder, to whom the contract is awarded fail to enter into a contract, the Borough may then, at its option, accept the bid of the next lowest responsible bidder.

8. Insurance:

- a. If it becomes necessary for the bidder to enter upon the premises or property of the Borough or any other property not owned by the Borough but where the bidder is acting as an agent for the Borough to construct, erect, inspect, make delivery or remove property hereunder, the successful bidder covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against any accidents, injuries, or damages.
- b. The successful bidder will carry sufficient insurance for any claim for loss, damage or injury to property or persons arising out of the performance of the contract and shall indemnify the Borough against any claim by having the Borough of Spring Lake named as "Additional Insured" on the insurance policy, as set forth in the specifications.

9. Financial and Experience Statement:

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

10. Payment:

- a. Bidder must provide an Itemized Invoice and signed Purchase Order/Voucher. The Voucher will be certified correct by the Department Head who receives the material or service. Payment will only be made following the approval of the Voucher.

b. Acceptance of the final payment by the bidder shall be considered as a release in full of all claims against the Borough of Spring Lake.

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 contractor 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 contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any such or sums set forth in the contract.

b. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of contract by the contractor and the Borough may withhold any payments to the contractor for the purpose of set off until such time as the exact amount of damage due to the Borough from the contractor is determined.

c. The contractor 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.

d. In case of default by the successful bidder, the Borough may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

e. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract.

12. Additions/Deletions of Service:

The Borough reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the contractor will be increased proportionally to the amount of service added in accordance with the bid price.

13. Hold Harmless:

The bidder awarded the contract under these specifications shall indemnify and hold harmless the Borough of Spring Lake, its officers, employees, and all associated, affiliated, allied and subsidiary entities of the Borough of Spring Lake, and their respective officers, boards, commissions, and employees 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, servants, or subcontractors in the performance of the work to be reimbursed pursuant to these specifications or the failure of the bidder, its employees, 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 contract 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, servants, or subcontractors which occur prior to the completion of the contract.

14. Prevailing Wage Rate:

The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and provisions of the State Labor Laws must be complied with the successful bidder.

15. Non-Collusion Affidavit:

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

16. Statement of Corporate Ownership:

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own a ten (10%) percent or greater interest therein. For the Statement shall be completed and attached to the bid proposal.

17. Non-Discrimination:

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by 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.

18. 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. Construction Contracts

All successful contractors must submit prior to award an Initial Project Manning Report (Form AA-201).

3. 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).

4. 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.*

5. Worker and Community Right to Know:

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

6. Acquisition, Merge, Sale and/or Transfer of Business, ect.

It is understood by all parties that If, during the life of the contract, the contractor 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) will be required to submit when required a performance bond in the amount of the open balance of the contractor.

7. 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 contracts are subject to the availability and appropriation of funds annually.

NO BID RESPONSE FOR REASONS CHECKED

☐ () CANNOT COMPLY WITH SPECIFICATIONS
☐ () CANNOT COMPLY WITH TERMS/CONDITIONS
WHICH ONES _____

☐ () UNABLE TO MEET DELIVERY
☐ () DO NOT SELL/MANUFACTURE
TYPE OF ITEMS INVOLVED _____

☐ () OTHER [Specify] _____

☐ () WE DO ☐ () 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 co-location of cellular communications carriers on a
previously constructed self-supporting elevated water tower with
simultaneous leasing and co-location of up to five (5) carriers at the same site.**

DATE/TIME: _____

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

FROM:

AFFIX
STAMP
HERE

TO: Borough of Spring Lake
ATTN: BOROUGH CLERK
423 Warren Avenue
Spring Lake, NJ 07762

INSTRUCTIONS TO BIDDERS

1. INTENT

The intent of these specifications is for the Borough of Spring Lake to be furnished proposals for the lease of Borough property located at Fifth and Monmouth Avenues, known as a portion of Block 26, Lot 1 on the Tax Map of the Borough of Spring Lake, as set forth on the attached exhibits, hereinafter referred to as "the premises" for the project identified as:

Land lease for the co-location of cellular communications carriers on a previously constructed self-supporting elevated water tower with simultaneous leasing and co-location of up to five (5) carriers at the same site.

The successful bidder shall be responsible, at its expense, for the design, installation and construction of its telecommunications equipment and accessory structures and utilities on the existing water tower.

It is intended that said lease shall include the right to install and maintain equipment on the water tower up to maximum of 12 antennas, 2 GPS antennas per carrier, for use in connection with wireless telecommunications equipment, together with the right to erect and maintain an equipment cabinet or structure on said premises.

If the Borough requests, the successful bidders shall be responsible, at its sole expense, for the relocations and installation, including all wiring and cabling, of the Borough's Emergency Communications Equipment on the water tower behind the DPW building located at 5th and Monmouth Avenues.

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

2. SPECIFICATION DETAILS

2.1 Site Plan:

Prior to commencing construction of its accessory structures and equipment, the successful bidder(s) shall submit plans and specifications for improvements to the Zoning Review Agent for review and approval. No improvements, construction installation or alteration shall be commenced until plans for such work has been approved by the Borough and all necessary permits have been properly obtained by the successful bidder.

2.2 Water tower and foundation design.

The water tower "as built" drawings are available for review and inspection.

2.3 Structural Integrity.

Upon completion of the installation of the antennae, the successful bidder shall submit a written report from a licensed professional engineer certifying to the structural integrity of the water tower and that all antennae, maximum 12 per carrier and 2 GPS antennas, 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 antennas on the water tower shall meet or exceed current standards and regulations of the FAA and FCC, and any other Agency of the State or Federal government with the authority to regulate communications on water towers.

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 with concrete platform within the site. The floor space of each accessory/ancillary building or equipment cabinet shall not exceed four hundred (400') square feet. In the event such structures require any enlargement of the site and/or additional fencing, same shall be the responsibility of the bidder requiring such change.

2.6 Fencing and landscape.

The site on which the water tower, accessory, ancillary building or cabinets are situated shall be completely enclosed with a fence at least eight (8) feet high made of a non-translucent composition type fencing acceptable to the Borough, and shall include a locking security gate.

2.7 Lighting.

The water tower shall not be artificially lighted, unless required by the 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.

All successful bidders shall be required to enter into a Lease Agreement with the Borough of Spring Lake in the form satisfactory to the Mayor and the Borough Council.

3.2 Lease Term:

3.2.1 The initial lease term of each Bidder shall be five (5) years with four (4) five (5) year renewal options, for a maximum of twenty-five (25) years. The lease term shall commence immediately upon execution of the lease by the parties, which shall be executed within 45 days of acceptance of bid by the Borough Council.

3.2.2 Abandonment or termination- upon termination or abandonment of the tower the Borough shall have the right of assuming ownership and/or requiring the last Co-locator utilizing the premises to cause the removal of all improvements and facilities relating to the water tower unless the Co-location Agreements provide for the same.

3.3 Simultaneous leasing of premises and co-location

3.3.1 The Borough shall provide for simultaneous leasing of the leased premises to other bidders under a lease identical in form except as to the accepted rent bid for each successful bidder. Said Lease Agreement shall, among other things, be subject to approval by the Borough.

All successful bidders shall be required to begin installation of equipment within ninety (90) days of the receipt of the appropriate approvals. Construction is to be performed in an expeditious and workmanlike manner but shall be completed within ninety (90) days.

3.4 Use of premises by other providers.

The Lead Bidder has designed and constructed the water tower to accommodate at least four (4) additional telecommunications providers, plus the Borough of Spring Lake's Police, Emergency Services and Public Works communications transmit and receive antennas and equipment. 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. The Borough use of space on the water tower for its Emergency Communications Equipment shall be without charge to the Borough, and the successful bidder shall relocate and place Borough's antenna and other facilities on the water tower at no cost to the Borough. Each other provider shall be solely responsible for the cost of locating and placing their equipment onto the water tower and into ancillary support facilities, including any support building.

3.5 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.

3.6 Minimum Base rent.

3.6.1 Bids shall be submitted for an annual base rent of not less than thirty-six thousand dollars (\$36,000.00) to be paid to the Borough of Spring Lake for each year in twelve (12) equal monthly installments. Commencement of rent shall be due upon receipt of an executed lease agreement. There shall be a yearly increase in rent by three percent (3%).

3.7 Use of premises.

The successful bidders shall use the premises for the construction and operation of a wireless communications facilities not to exceed 12 antennas and 2 GPS antennas 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 country, 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.

3.8 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 Spring Lake, 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.

3.9 Maintenance, repairs, and utilities

All successful bidders shall, at their own expense, maintain the leased premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair. All successful bidders shall keep the premises free from debris and anything dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference. Successful bidders shall also arrange for their owner 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.

3.10 Interference.

The successful bidders shall not cause interference to the radio frequency communications operations of the Borough of Spring Lake. 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.

3.11 Insurance.

During the term of the Lease, the successful bidders shall maintain, or cause to be maintained, in full force and effect at their sole cost and expense the following types and limits of insurance insured by insurers to do business by the State of New Jersey, as follows:

I. Comprehensive commercial general liability insurance with minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

II. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.

III. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired, or leased automobiles with limits of liability of not less than \$2,000,000 combined single limit for bodily injury and property damage.

IV. Umbrella liability insurance with limits of not less than \$4,000,000 per occurrence combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits.

V. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery, and supplies of any nature whatsoever which are used in or incidental to the installation of the water tower. Upon completion of the installation of the water tower, the successful bidders shall substitute for each foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed. Further, Lead bidder of construction shall carry 150% of the construction plus installation escalation based on current market value.

VI. The Borough shall have the right to have the insurance proceeds applied to reconstruction, replacement, and repair of the water tower.

3.12 Named insured.

Commercial General Liability Insurance policies shall name Borough of Spring Lake and its officers, officials, and employees as additional insured, and shall indemnify and hold the Borough of Spring Lake harmless from any action arising out of the successful bidder's use and occupancy of the water tower, unless caused by negligence or misconduct of Borough, its officer etc.

3.13 Evidence of insurance.

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

3.14 Cancellation of policies of insurance.

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

3.15 Optional termination.

The Borough shall have 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 one (1) year written notice and if:

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

3.16 Approvals.

The Borough of Spring Lake shall not require successful bidder or any future tenants to apply for approval of local zoning authority in order to begin construction of the water tower and communications equipment installation. Successful bidders and future tenants may begin construction after receiving informal site plan approval from the Borough and a building permit from the Borough's Construction Official. Approvals of said Application shall not be unreasonably withheld or denied.

3.17 Default and Borough's Remedies.

It shall be a default if the successful bidder defaults in the payment or provision of rent or any other sums to the Borough when due, and does not cure such default within ten (10) days; or if the successful bidder defaults in the performance of any other covenant or condition and does not cure such other default within thirty (30) days after written notice from the Borough specifying the default complained of; or if the successful bidder abandons or vacates the premises; or if the successful bidder is adjudicated as bankrupt or makes any assignments 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, as 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.

3.18 Damage or destruction of water tower.

If the water tower or any portion of the water tower is destroyed or damaged so as to materially hinder effective use of the water 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 water tower and ancillary support equipment and structures from the premises. Alternatively, the successful bidders may, at their own expense, replace the water tower in accordance with all specifications and requirement applicable to the original installation.

3.19 Water Tower Maintenance/Painting

4. EXCEPTIONS TO SPECIFICATIONS.

[illegible]

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

BID PROPOSAL

TO: Borough of Spring Lake
ATTN: BOROUGH CLERK
423 Warren Ave
Spring Lake, NJ 07762

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 co-location on a previously awarded, approved and constructed self-supporting wireless telecommunications 150' water tower, and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of up to four (4) additional carriers at the same site.

The bid amount offered per year (minimum \$36,000 per year) is: \$ _____
(write numerically)

_____ dollars
(write bid amount in words)

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

having its principal office at: _____

Check List Enclosures

(Required Evidence)

Non-Collusion Affidavit
Affirmative Action Statement
Stockholder Disclosure
Signed Proposal

(Required Security)

Bid Bond
Consent of Surety
Performance Bond

COMPANY

ADDRESS

ADDRESS

FEDERAL I.D. OR SOCIAL SECURITY NUMBER

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 contractor shall present one of the following:

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

OR

2. A certificate of Employee Information Report Approval.

OR

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

_____ Please send out company an Affirmative Action form for our completion (A.A. 30-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a 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 copy of such certificate.

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

COMPANY

SIGNATURE

TITLE

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

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

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

	<u>Name</u>	<u>Address</u>	<u>% of Stock Held</u>
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Prepared by: Name: _____

Position: _____

Signature: _____

Date: _____

NON-COLLUSION AFFIDAVIT

Land lease for the co-location on a self-supporting 150' wireless telecommunications water tower and ancillary wireless telephone support equipment and structures with simultaneous leasing and co-location of up to four (4) additional carriers at the same site.

State of: _____

County of: _____

I, _____ as _____ of _____
(name of partner or officer) (title) (Name of 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 Spring Lake 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 contractor)

In accordance with N.J.S.A. 52:34-15.

Subscribed and sworn to before me

This _____ day of _____, 20____.

Signature

NOTARY PUBLIC

NAME OF AFFIANT

CONSENT OF SURETY

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

In witness whereof, the said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20____.

_____, CONTRACTOR, bound unto

_____ for _____.

(Name of Insurance Company)

_____ By _____
(witness)

ACKNOWLEDGED OF CORPORATE SURETY

State of _____

County of _____

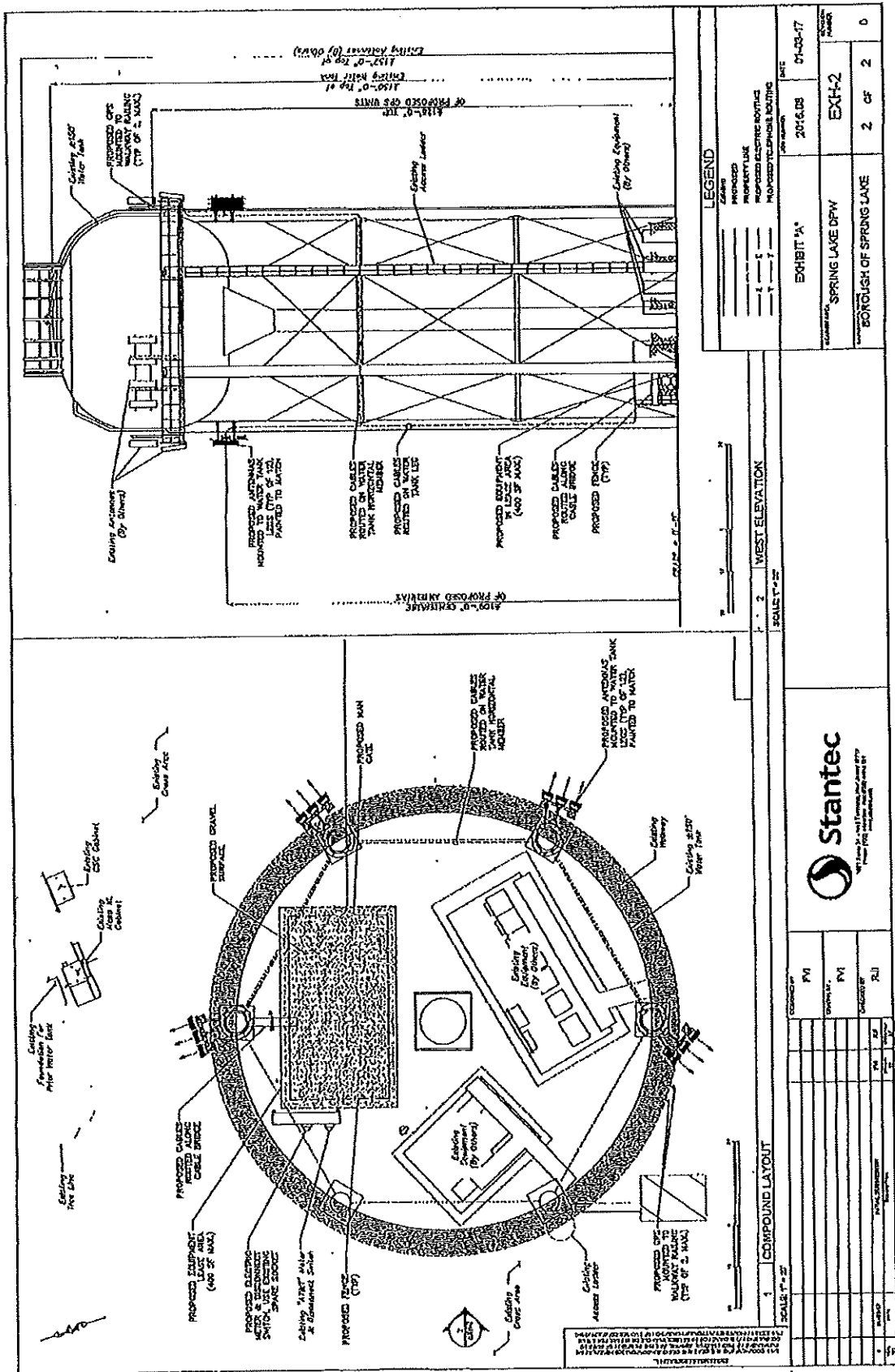
On this _____ day of _____, 20____, before me appeared

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

(signature)

Notary public, State of _____,

Commission expires: _____.



COOPER LEVENSON

ATTORNEYS AT LAW

1125 Atlantic Avenue
Atlantic City, NJ 08401
Phone: 609.344.3161
Toll Free: 800.529.3161
Fax: 609.344.0939
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WARREN O. STILWELL
EMAIL: wstilwell@cooperlevenson.com

Direct Phone (609) 572-7624
Direct Fax (609) 572-7625

FILE NO. 58438/00022

April 18, 2017

Via UPS Overnight Mail

W. Bryan Dempsey, Business Administrator
Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

Re: Land Lease Agreement with Verizon Wireless for Water Tank Site (Verizon
Wireless Site ID: NNJ Spring Lake DPW)

Dear Mr. Dempsey:

With respect to the captioned matter, enclosed please find the following:

1. Two (2) originals of the Land Lease Agreement to be signed by the Mayor.
2. Two (2) originals of the Memorandum of Land Lease Agreement to be signed by the Mayor and notarized.
3. A Network Real Estate Bank form that will allow Verizon Wireless to pay the Borough electronically.
4. A W-9 form.

Upon signature and notarization, etc., would you please return these documents to me by overnight mail for execution by Verizon Wireless.

If you have any questions, please contact me.

COOPER LEVENSON, P.A.

W. Bryan Dempsey, Business Administrator

April 18, 2017

Page 2

Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Warren O. Stilwell", with a stylized flourish at the end.

Warren O. Stilwell

WOS/mls

Enclosures

cc: Matthew Watkins
Kiyanna Ingram
Bill Perry
J. Colao, Esq.

CLAC 3951937.1

R-17-051

Borough of Spring Lake
County of Monmouth

**RESOLUTION – AWARD OF CONTRACT #02-2017 – CO – LOCATION
OF CELL COMMUNICATIONS – NEW YORK SMSA LIMITED
PARTNERSHIP D/B/A VERIZON WIRELESS**

WHEREAS, bids were received on January 27, 2017 for Cellular Co-Location on the Water Tower located at the Borough Public Works yard on Monmouth Avenue for a five (5) year lease with four (4) five (5) ear renewal options, for a maximum of twenty-five (25) years to renew, and

WHEREAS, one bid was received, and

WHEREAS, New York SMSA Limited Partnership D/B/A Verizon Wireless submitted a bid in the amount of \$36,120.00 per year, and

WHEREAS, New York SMSA Limited Partnership D/B/A Verizon Wireless was found to be responsible and its bid responsive to the bidding documents,

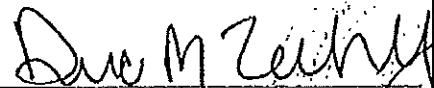
NOW, THEREFORE, BE IT RESOLVED that New York SMSA Limited Partnership D/B/A Verizon Wireless be and hereby is awarded a lease for Cellular Co-Location on the Monmouth Avenue water tower in accordance with the bid specifications and the Mayor, Borough Administrator and Borough Clerk be and are hereby authorized to execute the Lease and all other necessary paperwork.


MAYOR JENNIFER NAUGHTON

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on February 14, 2017.


DINA M. ZAHORSKY, BOROUGH CLERK

	NO VED	SE CON DED	AY ES	NA YS	AB SEN Y	AB STAIN	I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on February 14, 2017.
MR. DRASHEFF							
MR. ERBE							
MR. JUDGE							
MR. FROST							
MR. SAGUI							
MS. WHALLEY							
MAYOR NAUGHTON							


Borough Clerk



Network Real Estate- Banking Set-Up Form

To be completed by Vendor

- ☐ New Banking
☐ Change Banking

- ☐ EFT (Electronic Funds Transfer)*Required Fields
☐ Wire Transfer (Foreign Bank or Approval Required)
Will this wire be used more than once? ☐ Yes ☐ No
Is this Wire required by Contract? ☐ Yes ☐ No
Will this wire be paid in ☐ USD or ☐ Foreign Funds

Vendor Legal Name as it appears on W-9/W-8

Vendor ID

is requesting the receipt of payments for reimbursement, goods and/or services electronically.

FINANCIAL INSTITUTION INFORMATION: Both new and old bank information is required for Change Banking only.		
* Depository Institution (Bank) Name <i>(Applicable LATAM Countries please Include Branch Code -- Numeric Only)</i>	NEW	OLD
* Depository Institution (Bank) Address		
Vendor Legal Name (as it appears on W-9/W-8) and * Name on Bank Account (if different than W-9/W-8)		
* ACH Routing Number (EFT) ABA (Wire)		
SWIFT Code (Non-US banks) (8 or 11 digits only)		
* Account Number		
Intermediate Banking Information (Institution Name, ABA/SWIFT code, Account Number) <i>(This field is available for International banks that process payments through an intermediate institution, typically U.S. based. Include the pay through account number, if there is one)</i>		
IDAN Number (Non US Banks) CBU CCI CLARE		
* Type of Account: Checking / Savings (attach a voided check)		
PAYEE INFORMATION:		
* Payee Address		
* Email Address (Required)		
* Contact Name		
* Contact Phone Number		

To support IAT/OFAC reporting, will our payments be forwarded to a financial institution outside the US? ☐ Yes ☐ No (US EFT required)

Tax ID (US Vendor required)

21-6001203

VATH (Intl Vendor if Applicable)

Authorized Signature:

Name:

Dina Zatorsky

Title:

Branch Clerk

Date:

4/5/17

Please mail completed form to: Verizon Wireless, ATTN: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921. If you have any questions about this form, please call the Verizon Landlord Hotline: 866-862-4404.



Network Real Estate- Banking Set-Up Form

For changes to existing EFT/Wire vendors, both columns under Financial Institution Information must be filled in. If it contains some of the same information such as the same bank name and address, type the information on one side and the word "same" on the other.

Depository Institution (Bank) Name	The name of the bank. *Branch Code required for Latam Countries
Depository Institution (Bank) Address	Complete bank address.
Vendor Legal Name and Name on Bank Account	Vendor Legal Name. Both columns must be filled in. If it is the same name, type the full name in one column and the word "same" in the other.
Routing Number (EFT)/ ABA (Wire)	Bank's routing Number – 9 digit routing number available from the bank (or on the bottom of your check).
SWIFT Code	Alphanumeric bank Identifier available from the bank.
Account Number	Bank account number. For purposes of account verification, please attach a VOIDED check for the checking account.
Intermediate Banking Field	This field is available for international banks that process payments through an Intermediate Institution, typically U.S. based. Include the pay through account number, if there is one
IBAN Number, CBU, CCI OR CLABE	International Banking Account Number -- provided by the bank or generated through an online IBAN generator using your banking information. For Latam Countries use CBU, CCI or CLABE.
Payee Address	Complete company remittance address
Email Address	Email address where an electronic remittance advice can be sent. If you do not have an email address, please put "NONE". <i>Note: Verizon Wireless does not mail paper remittance advice. If you do not provide an email address, no remittance advice will be sent.</i>
Contact Name	Person at your company to answer any questions regarding Wire transactions.
Contact Phone Number	Phone number for the above person (Wire Contact).
IAT/OFAC reporting	If our payments to you are not being forwarded from a U.S. financial institution to a financial institution in another country, please indicate "NO" If our payments to you are being forwarded from a U.S. financial institution to a financial institution in another country, please indicate "YES" and complete the Intermediate Banking Information field.
Tax ID/VAT#	Tax ID: This is your taxpayer Identification number provided by the IRS. If you are an individual or sole proprietor, this is your social security number issued by the SSA. Required for US Vendor. VAT#: Value Added Tax Identification Number issued for vendors in European Union countries.
Authorized Signature/Name/Title	Name of person authorized to sign for the company, title of the person signing and today's date.
Mail Completed Form to:	Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921

Note:

- Verizon does not process 3rd Party payments, therefore all the Wire payments MUST be made directly to the vendor as it appears on the W-9/W-8.
- Copies of voided checks are to validate bank account and routing numbers per the vendor's bank account provided.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Borough of Spring Lake	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see Instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 423 Warren Ave, PO Box 638	Requester's name and address (optional)
6 City, state, and ZIP code Spring Lake, NJ 07762	
7 List account number(s) (zero optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
21	6001203

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here	Signature of U.S. person ▶ Dan M. Carberry	Date ▶ 4/25/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISO (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 516, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.
Limited Liability Company (LLC). If the name on line 1 is an LLC created as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" for any similar indication written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4069.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NNJ Spring Lake DPW
April 18, 2017

Upon Recording, Return to:

Warren O. Stilwell, Esquire
Cooper Levenson
1125 Atlantic Avenue
Atlantic City, New Jersey 08401

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

MEMORANDUM OF CONSTRUCTION AND LEASE AGREEMENT

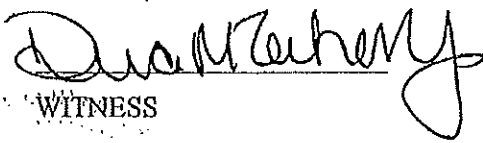
This Memorandum of Construction and Lease Agreement ("Agreement") is made this 14 day of February, 2017, between Borough of Spring Lake, with its principal municipal offices located 423 Warren Avenue, Spring Lake, New Jersey 07762 hereinafter designated "LESSOR", and New York SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into the Agreement on February 14, 2017 for an initial term of five (5) years, commencing on the Commencement Date. Beyond the initial 5 year term the Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) Months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of the real property which is described as the Borough Water tank site located at 5th and Atlantic Avenue, a/k/a Block 26, Lot 1, Borough of Spring Lake, New Jersey and as depicted in Exhibit "A" attached hereto and made a part hereof, for the installation, operation and maintenance of communications equipment together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications facility.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the first month following the date of the full execution of the Lease Agreement.

NNJ Spring Lake DPW
April 18, 2017

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:
Borough of Spring Lake


WITNESS

BY:

Name:

Title:


Jennifer Naughton
Mayor

The signature page for Verizon Wireless is on the following page and the remainder of this page has been intentionally left blank.

NNJ Spring Lake DPW
April 18, 2017

LESSEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership its General Partner

WITNESS

BY: _____
Jacque Vallier
Executive Director Network Field Engineering

NNJ Spring Lake DPW
April 18, 2017

STATE OF NEW JERSEY)
COUNTY OF MONMOUTH)

ACKNOWLEDGEMENT

I, Angelina Domena, a Notary Public for said County and State, do hereby certify that Jennifer Naughton personally came before me this day and acknowledged that s/he is the Mayor of the Borough of Spring Lake and s/he, being authorized to do so, executed the foregoing MEMORANDUM OF LEASE AGREEMENT as his/her own act and deed on behalf of the Borough of Spring Lake.

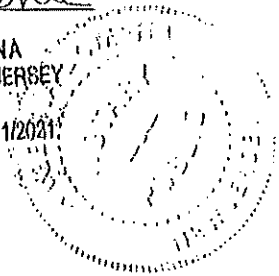
WITNESS my hand and official Notarial Seal, this 25 day of April, 2017 .

Angelina Domena
Notary Public

My Commission Expires:

3-11-2021

ANGELINA DOMENA
NOTARY PUBLIC OF NEW JERSEY
ID # 50034178
My Commission Expires 3/11/2021



STATE OF)
COUNTY OF)

ACKNOWLEDGMENT

I, _____, a Notary Public for said County and State, do hereby certify that Jacques Vallier personally came before me this day and acknowledged that he is the Executive Director Network Field Engineering of CELLCO PARTNERSHIP d/b/a Verizon Wireless, General Partner of New York SMSA Limited Partnership and that he being authorized to do so, executed the foregoing MEMORANDUM OF LEASE AGREEMENT on behalf of CELLCO PARTNERSHIP d/b/a Verizon Wireless.

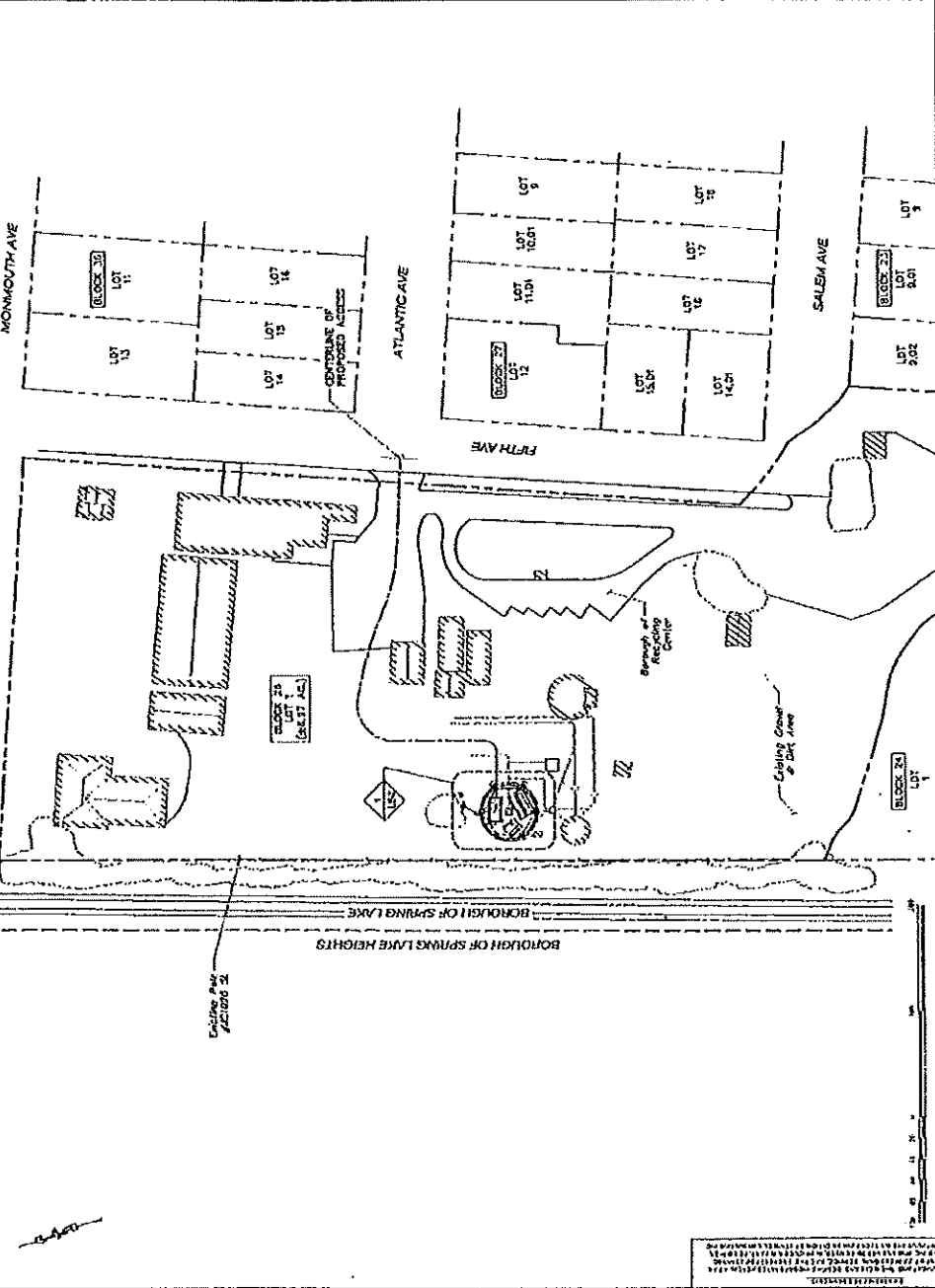
WITNESS my hand and official Notarial Seal, this ____ day of _____, 2017.

Notary Public

My Commission Expires:

NNJ Spring Lake DPW
April 18, 2017

EXHIBIT A



SITE MAP

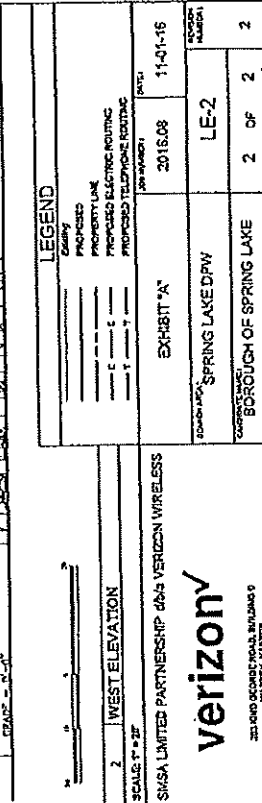
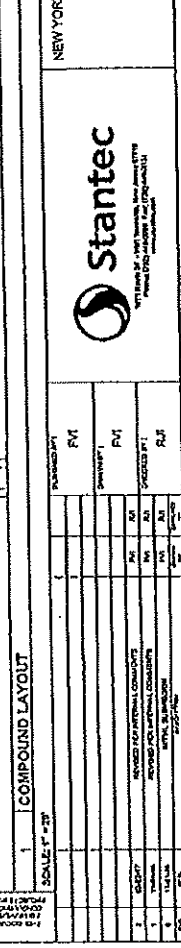
- GENERAL NOTES:**
1. THIS EXHIBIT IS A CONCEPTUAL REPRESENTATION ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES & MUNICIPAL ORDINANCES.
 2. TRUE NORTH DETERMINATION, ORIGIN: LOCAL ELEVATION AND UTILITY AND CONDUIT LOCATIONS ARE BASED ON 2008 MAP INFORMATION.
 3. DO NOT SCALE THIS EXHIBIT. DIMENSIONS SHOWN ARE NOT TO BE USED FOR CONSTRUCTION.
 4. ELECTRIC AND TELEPHONE SERVICE CONNECTIONS TO BE COORDINATED WITH RESPECTIVE UTILITIES.
 5. GROUND DISTURBANCE IS NOT PERMITTED AT THIS SITE.

- PROPERTY OWNER:**
1. PROPERTY OWNER: BOROUGH OF SPRING LAKE 200 SPRING LAKE AVENUE SPRING LAKE, NJ 07724
 2. CONTRACT: 22-23-24
 3. LEGAL: NEW YORK STATE LIMITED PARTNERSHIP 450 250 LONG GEORGE RD, BUILDING D WARREN, NJ 07099
 4. SITE ADDRESS: 251 5TH AVE BOROUGH OF SPRING LAKE MONMOUTH COUNTY, NJ
 5. LOT: 1 24
 6. BLOCK: 24
 7. ZONE: R-1. SINGLE FAMILY RESIDENTIAL, 2,500 SQ. FT. PER OVERLAPPING UNIT

LEGEND

- PROPOSED
- PROPERTY LINE
- PROPOSED ELECTRIC ROUTING
- PROPOSED TELEPHONE ROUTING

NEW YORK SMSA UNITED PARTNERSHIP 450A VERIZON WIRELESS		EXHIBIT "A"		2015.08	11-01-15
verizon		SPRING LAKE DPW		LE-1	
251 5TH AVE, BUILDING D WARREN, NJ 07099		BOROUGH OF SPRING LAKE		1	2
Stantec 10000 Rte. 100, Suite 200 Warren, NJ 07099 Tel: 908.880.8800 Fax: 908.880.8801 www.stantec.com		verizon 10000 Rte. 100, Suite 200 Warren, NJ 07099 Tel: 908.880.8800 Fax: 908.880.8801 www.verizon.com		Scale: 1" = 10' North Arrow:	



NEW YORK SUSLA LIMITED PARTNERSHIP dba VERIZON WIRELESS

2 WEST ELEVATION

SCALE: 1" = 20'

verizon

300 SOUTH SECOND STREET, SUITE 600
WILMINGTON, DE 19801

[illegible]

SITE NAME: NNJ Spring Lake DPW
SITE NUMBER:
ATTY/DATE W. Stillwell 4/14/17

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 14 day of February 2017, between The Borough of Spring Lake a duly constituted body politic of the State of New Jersey, with its offices located at 423 Warren Avenue, Spring Lake, New Jersey 07762, hereinafter designated LESSOR and New York SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at the Water Tank site located at 5th and Atlantic Avenue, Spring Lake, New Jersey a/k/a Block 26, Lot 1 as shown on the Tax Maps of the Borough of Spring Lake (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 400 square feet plus space on the water tank and for necessary conduits, cables and utilities, and are shown in detail on the Lease Exhibit drawings prepared by Stantec designated Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after the full execution of the Lease.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total initial annual rental of \$36,120, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 423 Warren Avenue, Spring Lake, New Jersey 07762 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to

NNJ Spring Lake DPW

provide to LESSEE bank routing information for such purpose upon request of Lessee. The yearly rental shall increase by 3 % each year upon the anniversary of the Commencement Date.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider of utilities the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS/ELECTRICAL. A) The communications equipment including, without limitation, the equipment, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. Notwithstanding anything contained herein to the contrary prior to commencing construction of its facilities, structures or equipment, the LESSEE shall submit plans and specifications for such improvements to the Zoning Review Agent for review and approval. 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. Any approvals required from LESSOR for such work shall not be unreasonably withheld, conditioned, delayed or denied. Upon completion of its installation LESSEE shall submit to LESSOR a structural integrity report signed and sealed by a New Jersey licensed P.E.

B) LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for

the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA, 99210-2375 or e-mailed to livebills@ecova.com LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), an LP generator and LP tank subject to the review and approval of plans for same, which approval can't be unreasonably withheld, conditioned, delayed, or denied. LESSEE shall have the right to install conduits connecting the LP emergency generator and related appurtenances to the Premises.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. LESSEE agrees that its use of the Premises shall comply with all FCC and FAA standards. LESSEE represents that it has completed its investigation of the environmental conditions at the premises. LESSEE accepts the information revealed in such investigations, and LESSEE agrees that it will proceed with development of the proposed improvements under the representations and conditions set forth in this Lease Agreement.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. LESSOR shall have the option of terminating the Lease if LESSEE loses its FCC or other required governmental license to provide wireless telecommunications services.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in

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respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. During the term of the Lease, the LESSEE shall maintain, or cause to be maintained, in full force and effect at their sole cost and expense the following types and limits of insurance insured by insurers licensed to do business by the State of New Jersey, as follows:

- I. Commercial general liability insurance with minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
- II. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.
- III. Commercial automobile liability insurance covering the use of all owned, non-owned, hired, or leased automobiles with limits of liability of \$2,000,000 combined single limit for bodily injury and property damage.
- IV. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery, and supplies of any nature whatsoever which are used in or incidental to the installation of the LESSEE facilities. Upon completion of the installation of its facilities on the Premises LESSEE shall substitute for each foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- V. The LESSOR shall have the right to have the insurance proceeds applied to reconstruction, replacement, and repair of the water tower.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, If interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (_____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, Injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent equal to 200% of the then current rate on a pro-rata basis, until the removal of the communications equipment is completed.

16. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

17. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

18. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail,

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return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Borough of Spring Lake

423 Warren Avenue

Spring Lake, New Jersey 07762

LESSEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

19. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

20. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws").

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LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances. LESSOR acknowledges that according to the records maintained by the NJDEP that the Property is known to have elevated levels of lead in the soil. In addition to the other representations by LESSOR set forth in this paragraph above, the LESSOR agrees to be solely responsible for any pre-existing contamination at or from the site. LESSOR agrees to notify LESSEE of any deed restrictions placed upon the Property to ensure compliance with Environmental regulations and laws. In the event that LESSOR performs any remediation efforts at the site, such remediation efforts shall be at LESSOR's sole cost and expense including paying LESSEE for any costs incurred as a result of being required to permanently or temporarily relocate its equipment in order to accommodate such remediation efforts.

22. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

23. DAMAGE OR DESTRUCTION OF WATER TOWER. If the water or any portion of the water tower is destroyed or damaged so as to materially hinder the effective use of the water tower through no fault or negligence of the LESSEE, the LESSEE may elect to terminate the Lease Agreement upon 30 days written notice to the LESSOR. In such event, the LESSEE shall promptly remove its equipment and facilities from the Premises. Alternatively, the LESSEE may, at its own expense, repair the damage or replace the water in accordance with all specifications and requirements applicable to the original water tank construction.

24. WATER TOWER MAINTENANCE/PAINTING. In the event the LESSOR needs to maintain or paint the water tower/tank, all LESSEE's equipment on the water tank will be removed and reinstalled at the LESSEE's expense. The LESSEE will be provided an area to erect and use a portable cellular tower until maintenance/painting has been completed.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or

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which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. ALTERNATE DISPUTE RESOLUTION. All disputes arising under this Lease Agreement 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.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

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

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is

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located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

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

Dina M. Zahersky

WITNESS

Dina M. Zahersky

LESSOR: Borough of Spring Lake

By: Joseph Ruppel

Its: Mayer

Date: 4/25/17

The signature page for LESSEE New York SMSA Limited Partnership d/b/a Verizon Wireless is on the following page and the remainder of this page is intentionally left blank.



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LESSEE: New York SMSA Limited Partnership

d/b/a Verizon Wireless

By: Cellco Partnership Its General Partner

By: Jacque Vallier

WITNESS

Its: Executive Director Network Field Engineering

Date: _____

The Remainder of this page is intentionally left blank.

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

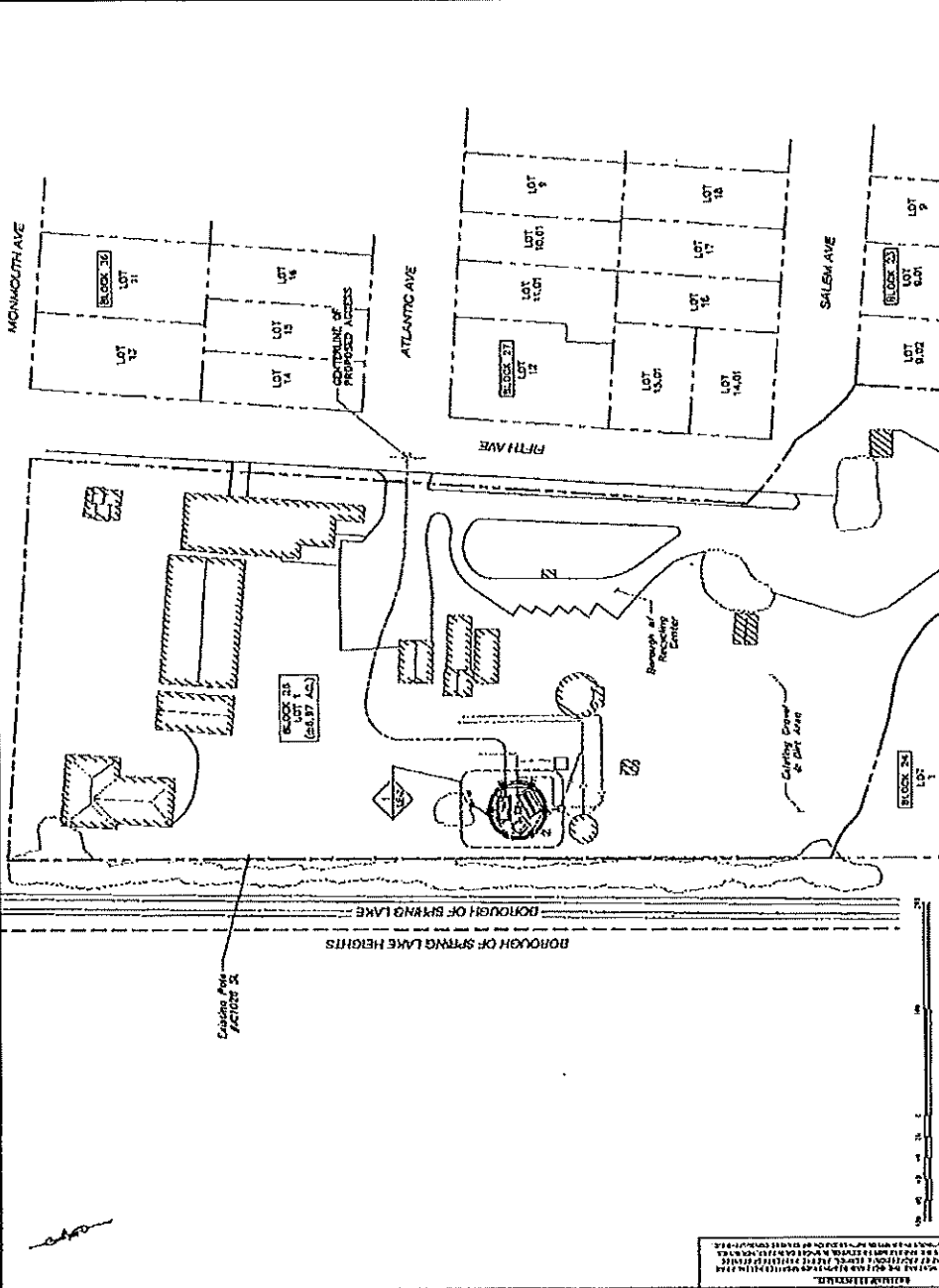
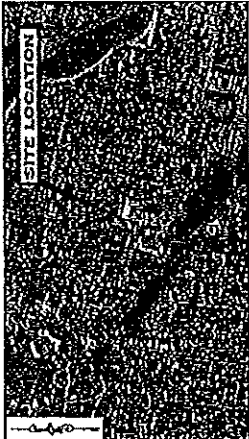
A portion of 5th and Atlantic Avenue, a/k/a Block 26, Lot 1 Borough of Spring Lake, New Jersey as bid out by the Borough of Spring Lake

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EXHIBIT "B"

SITE PLAN OF THE PREMISES

See attached Lease Exhibits pages 1 and 2 prepared by Stantec dated 4/17/17



SITE MAP

- GENERAL NOTES:**
1. THE ENGINEER HAS CONDUCTED VISUAL INSPECTION ONLY. FINAL CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE OWNER. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT OBTAINED ANY SURVEY DATA. THE ENGINEER HAS NOT OBTAINED ANY SURVEY DATA.
 2. TRUE NORTH INFORMATION: CROSSING (ASU) ELEVATION AND LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.
 3. DO NOT SCALE THIS EXHIBIT. ALL DIMENSIONS AND DISTANCES ARE TO BE COORDINATED WITH THE OWNER.
 4. ELECTRIC AND TELEPHONE SERVICE CONNECTIONS TO BE COORDINATED WITH THE OWNER.
 5. GROUND DISTURBANCE IS NOT PERMITTED AT THIS SITE.

- PROPERTY INFORMATION:**
1. PROPERTY OWNER: BOROUGHS OF SPRING LAKE, NEW JERSEY
 2. CONTRACT: T.B.D.
 3. LOT: T.B.D.
 4. SITE ADDRESS: NEW YORK SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS, 300 E. 10TH AVE, SUITE 200, NEW YORK, NY 10003
 5. LOT: T.B.D.
 6. ZONE: R-2, SINGLE FAMILY RESIDENTIAL, 7,000 SQ. FT. PER ACRE (ENCL. 100)

LEGEND

- EXISTING
- PROPOSED
- PROPERTY LINE
- PROPOSED ELECTRIC ROUTING
- PROPOSED TELEPHONE ROUTING

EXHIBIT "A"	2016.08	11-01-16
SCHEMATIC: SPRING LAKE DPW	LE-1	
BOROUGH OF SPRING LAKE	1	2

NEW YORK SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS

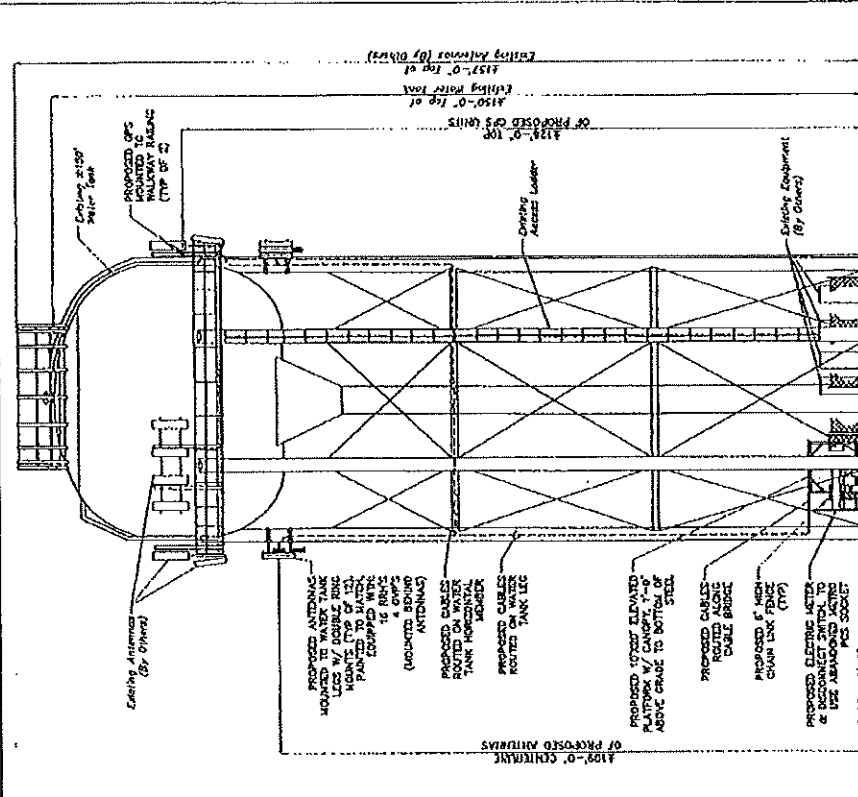
300 E. 10TH AVE, SUITE 200, NEW YORK, NY 10003

NO.	DESCRIPTION	DATE	BY	CHKD BY	APP'D BY
1	REVISIONS TO PLAN				
2	REVISIONS TO PLAN				
3	REVISIONS TO PLAN				

SITE PLAN

SCALE: 1" = 100'

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible]

COOPER LEVENSON
ATTORNEYS AT LAW

1125 Atlantic Avenue
Atlantic City, NJ 08401
Phone: 609.344.3161
Toll Free: 800.529.3161
Fax: 609.344.0939
www.cooperlevenson.com

WARREN O. STILWELL
EMAIL: wstilwell@cooperlevenson.com

Direct Phone (609) 572-7624
Direct Fax (609) 572-7625

FILE NO. 58438/00022

May 3, 2017

Via UPS Overnight Mail

W. Bryan Dempsey, Business Administrator
Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

Re: Verizon Wireless/NNJ Spring Lake DPW/Executed Land Lease Agreement

Dear Mr. Dempsey:

Enclosed please find one (1) original of the fully executed Land Lease Agreement. The Memorandum of Lease still requires Verizon Wireless' signature. When I receive that fully signed document, I will record it and provide you with a copy of it.

Pursuant to paragraph 2 of the Lease, the Commencement Date of the Lease is May 1, 2017 and payment is due sixty (60) days after that date (paragraph 4(a)).

Please let me know if you have any questions. Thank you.

Very truly yours,



Warren O. Stilwell

WOS/mls
Enclosure

COOPER LEVENSON, P.A.

W. Bryan Dempsey, Business Administrator

May 3, 2017

Page 2

cc: Matthew Watkins
Kiyanna Ingram
Bill Perry

CLAC 3967477.1

SITE NAME: NNJ Spring Lake DPW
SITE NUMBER:
ATTY/DATE W. Stilwell 4/14/17

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 14 day of February 2017, between The Borough of Spring Lake a duly constituted body politic of the State of New Jersey, with its offices located at 423 Warren Avenue, Spring Lake, New Jersey 07762, hereinafter designated LESSOR and New York SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at the Water Tank site located at 5th and Atlantic Avenue, Spring Lake, New Jersey a/k/a Block 26, Lot 1 as shown on the Tax Maps of the Borough of Spring Lake (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 400 square feet plus space on the water tank and for necessary conduits, cables and utilities, and are shown in detail on the Lease Exhibit drawings prepared by Stantec designated Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The Initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after the full execution of the Lease.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The Initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total initial annual rental of \$36,120, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 423 Warren Avenue, Spring Lake, New Jersey 07762 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to

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provide to LESSEE bank routing information for such purpose upon request of Lessee. The yearly rental shall increase by 3 % each year upon the anniversary of the Commencement Date.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of Ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider of utilities the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS/ELECTRICAL. A) The communications equipment including, without limitation, the equipment, antennas, conduits, fencing and other screening, and other Improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other Improvements are listed on any exhibit. Notwithstanding anything contained herein to the contrary prior to commencing construction of its facilities, structures or equipment, the LESSEE shall submit plans and specifications for such improvements to the Zoning Review Agent for review and approval. 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. Any approvals required from LESSOR for such work shall not be unreasonably withheld, conditioned, delayed or denied. Upon completion of its installation LESSEE shall submit to LESSOR a structural integrity report signed and sealed by a New Jersey licensed P.E.

B) LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for

the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA, 99210-2375 or e-mailed to livebills@ecova.com. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), an LP generator and LP tank subject to the review and approval of plans for same, which approval can't be unreasonably withheld, conditioned, delayed, or denied. LESSEE shall have the right to install conduits connecting the LP emergency generator and related appurtenances to the Premises.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. LESSEE agrees that its use of the Premises shall comply with all FCC and FAA standards. LESSEE represents that it has completed its investigation of the environmental conditions at the premises. LESSEE accepts the information revealed in such investigations, and LESSEE agrees that it will proceed with development of the proposed improvements under the representations and conditions set forth in this Lease Agreement.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. LESSOR shall have the option of terminating the Lease if LESSEE loses its FCC or other required governmental license to provide wireless telecommunications services.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in

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respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. During the term of the Lease, the LESSEE shall maintain, or cause to be maintained, in full force and effect at their sole cost and expense the following types and limits of insurance insured by insurers licensed to do business by the State of New Jersey, as follows:

- I. Commercial general liability insurance with minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
- II. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.
- III. Commercial automobile liability insurance covering the use of all owned, non-owned, hired, or leased automobiles with limits of liability of \$2,000,000 combined single limit for bodily injury and property damage.
- IV. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery, and supplies of any nature whatsoever which are used in or incidental to the installation of the LESSEE facilities. Upon completion of the installation of its facilities on the Premises LESSEE shall substitute for each foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- V. The LESSOR shall have the right to have the insurance proceeds applied to reconstruction, replacement, and repair of the water tower.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (_____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent equal to 200% of the then current rate on a pro-rata basis, until the removal of the communications equipment is completed.

16. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

17. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

18. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail,

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return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Borough of Spring Lake

423 Warren Avenue

Spring Lake, New Jersey 07762

LESSEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

19. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

20. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws").

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LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances. LESSOR acknowledges that according to the records maintained by the NJDEP that the Property is known to have elevated levels of lead in the soil. In addition to the other representations by LESSOR set forth in this paragraph above, the LESSOR agrees to be solely responsible for any pre-existing contamination at or from the site. LESSOR agrees to notify LESSEE of any deed restrictions placed upon the Property to ensure compliance with Environmental regulations and laws. In the event that LESSOR performs any remediation efforts at the site, such remediation efforts shall be at LESSOR's sole cost and expense including paying LESSEE for any costs incurred as a result of being required to permanently or temporarily relocate its equipment in order to accommodate such remediation efforts.

22. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

23. DAMAGE OR DESTRUCTION OF WATER TOWER. If the water or any portion of the water tower is destroyed or damaged so as to materially hinder the effective use of the water tower through no fault or negligence of the LESSEE, the LESSEE may elect to terminate the Lease Agreement upon 30 days written notice to the LESSOR. In such event, the LESSEE shall promptly remove its equipment and facilities from the Premises. Alternatively, the LESSEE may, at its own expense, repair the damage or replace the water in accordance with all specifications and requirements applicable to the original water tank construction.

24. WATER TOWER MAINTENANCE/PAINTING. In the event the LESSOR needs to maintain or paint the water tower/tank, all LESSEE's equipment on the water tank will be removed and reinstalled at the LESSEE's expense. The LESSEE will be provided an area to erect and use a portable cellular tower until maintenance/painting has been completed.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or

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which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. ALTERNATE DISPUTE RESOLUTION. All disputes arising under this Lease Agreement 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.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

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

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is

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located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

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

Dina M. Zuharsky

WITNESS

Dina M. Zuharsky

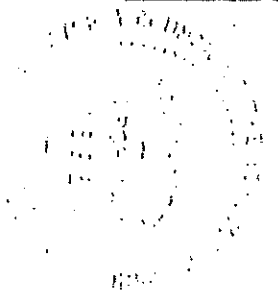
LESSOR: Borough of Spring Lake

By: Josephine Raupton

Its: Mayer

Date: 4/25/17

The signature page for LESSEE New York SMSA Limited Partnership d/b/a Verizon Wireless is on the following page and the remainder of this page is intentionally left blank.



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LESSEE: New York SMSA Limited Partnership

d/b/a Verizon Wireless

By: Cellco Partnership Its General Partner

By: Jacque Vallier

Its: Executive Director Network Field Engineering

Date: 4-25-17

WITNESS

Sharon A. Petrucci

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

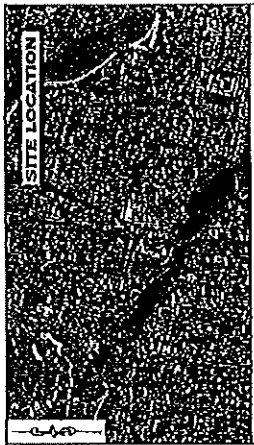
A portion of 5th and Atlantic Avenue, a/k/a Block 26, Lot 1 Borough of Spring Lake, New Jersey as bid out by the Borough of Spring Lake

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EXHIBIT "B"

SITE PLAN OF THE PREMISES

See attached Lease Exhibits pages 1 and 2 prepared by Stantec dated 4/17/17



SITE MAP

GENERAL NOTES:

1. THIS EXHIBIT IS A CONCEPTUAL REPRESENTATION ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES & MUNICIPAL ORDINANCES.
2. TRUE NORTH DETERMINATION, BEARING, ASPECT, ELEVATION AND LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.
3. DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED.
4. ELECTRIC AND TELEPHONE SERVICE CONNECTIONS TO BE COORDINATED WITH RESPECTIVE UTILITIES.
5. GROUND DISTURBANCE IS NOT PERMITTED AT THIS SITE.

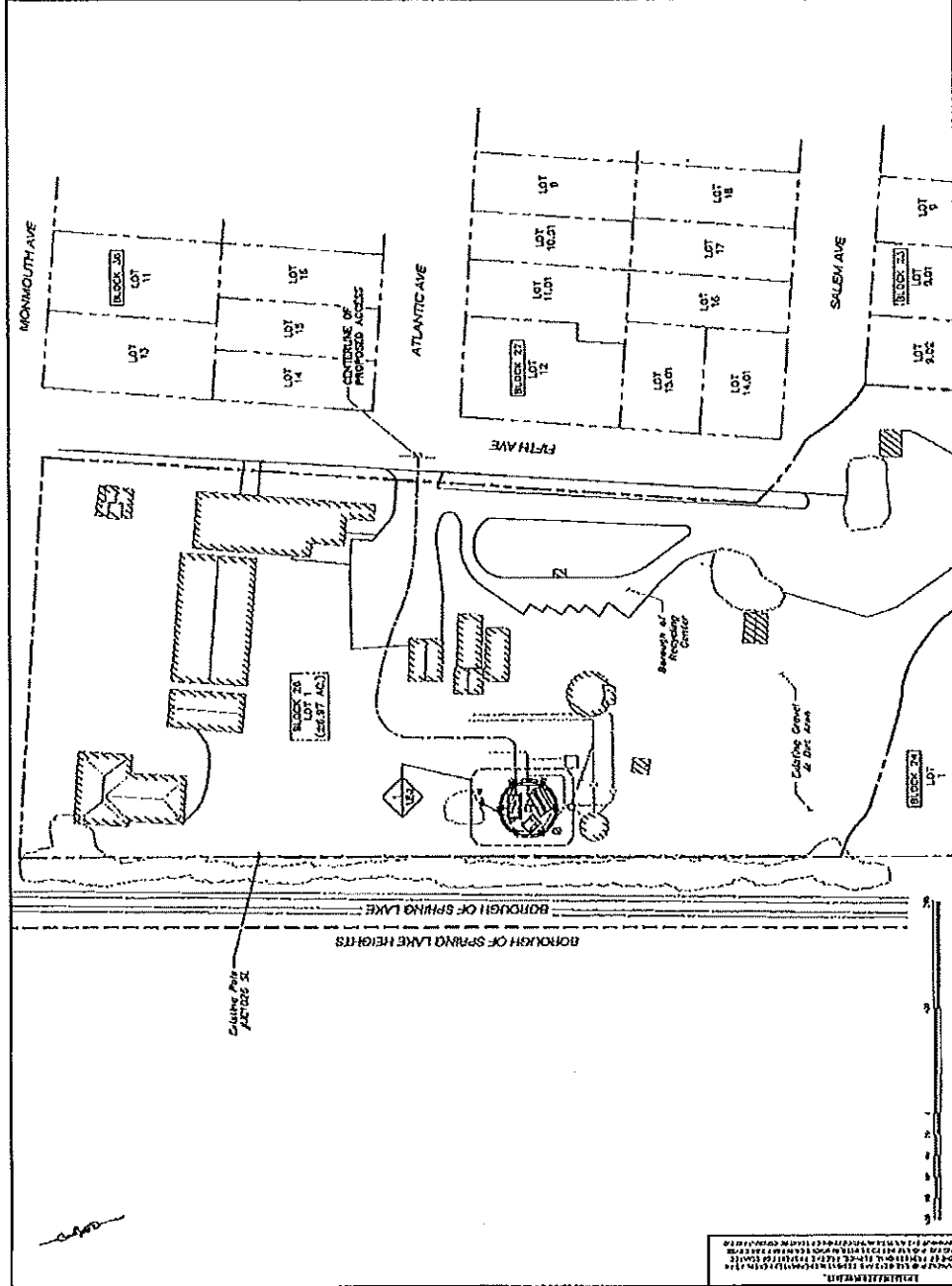
SITE INFORMATION:

1. **PROPERTY OWNER:** BOROUGH OF SPRING LAKE, FIFTH & WARREN AVE, SPRING LAKE, NJ 07081
2. **CONTACT:** TAD, T.S.D.
3. **LEASED:** NEW YORK SMSA LIMITED PARTNERSHIP, 300 RING ROAD, BUILDING D, WARDEN, NJ 07093
4. **SITE ADDRESS:** 201 2TH AVE, BOROUGH OF SPRING LAKE, MONMOUTH COUNTY, NJ
5. **LOT, BLOCK, ZONE:** LOT 1, BLOCK 24, R-2 SINGLE FAMILY RESIDENTIAL, 7,000 SQ. FT., PER DWELLING UNIT

LEGEND

- PROPOSED
- PROPOSED
- PROPOSED
- PROPOSED
- PROPOSED

EXHIBIT "A"	2016.03	11-01-15
BOROUGH OF SPRING LAKE DPW	LE-1	
BOROUGH OF SPRING LAKE	1	2



Stantec

1915 Main St., 3rd Floor, Suite 300
Princeton, NJ 08540
Phone: (609) 799-1000

NEW YORK SMSA LIMITED PARTNERSHIP and VERIZON WIRELESS

verizon

300 RING ROAD, BUILDING D
WARDEN, NJ 07093

REVISION	DATE	BY	CHKD	APP'D
1	11-01-15	TAD		
2	11-01-15	TAD		
3	11-01-15	TAD		
4	11-01-15	TAD		
5	11-01-15	TAD		

