



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
APRIL 11, 2022
EXECUTIVE SESSION – BEGINS AT 6:30PM
PUBLIC SESSION – BEGINS AT 7:30 PM**

1) CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT – Mayor

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 4, 2022 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

- a. R100-22, Resolution to Enter an Executive Session – Litigation (Tax Appeals) & Attorney - Client Privilege (Approval of Executive Minutes)

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

- a. Borough Hall & Public Safety Infrastructure Advisory Committee Project Update

8) BOROUGH COUNCIL DISCUSSION ITEMS

- a. R101-22, Resolution to Read Budget By Title
- b. R102-22, Self Examination of Budget Resolution
- c. Public Hearing & Adoption of the 2022 Municipal Budget

9) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

- a. 2-22, Bond Ordinance Appropriating \$1, 293,572, and Authorizing the Issuance of \$992, 724 Bonds or Notes of the Borough, For Various Improvements or Purposes Authorized to Be Undertaken By the Borough of Mountain Lakes, in the County of Morris, New Jersey
- b. 3-22, Ordinance Authorizing the Salary and/or Wages of the Officers and Employees of the Borough of Mountain Lakes, County of Morris, New Jersey

14) ORDINANCES TO ADOPT

15) *CONSENT AGENDA ITEMS

Matters listed as Consent Agenda Items are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

***RESOLUTIONS**

- a. *R97-22 Authorizing the Lease of Property to Dish Wireless L.L.C. for Co-Location and Equipment Storage Space at the Cellular Tower Located at the Municipal Complex*
- b. *R103-22, Authorizing the Payment of Bills*
- c. *R104-22, Authorizing the Refund of Overpayment of Taxes*
- d. *R105-22, Authorizing the Acceptance of Performance Guarantees Submitted by Highview Commercial LLC*
- e. *R106-22, Authorizing the Settlement of a Tax Appeal (Weinstein, Bert and Dora v. Borough of Mountain Lakes – Block 31, Lot 80.02*
- f. *R107-22, Authorizing the Settlement of a Tax Appeal (Shoenfeld, Richard & Ingrid v. Borough of Mountain Lakes – Block 78, Lot 19)*

***APPROVAL OF MINUTES**

1/24/22 (Executive)

3/28/22 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

- Construction Department
- Department of Public Works
- Fire Department
- Health Department
- Police Department
- Recreation Department
- Code Enforcement/Property Maintenance

17) COUNCIL REPORTS

18) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 100-22

“RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION”

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss:

- Matters made confidential by state, federal law or rule by court
- Matters in which the release of information would impair the right to receive funds from the Government
- Matters involving individual privacy
- Collective bargaining
- Purchase or lease of property, setting of bank rates, investment of public funds if disclosure would harm the public interest
- Public safety
- Pending, ongoing or anticipated litigation or contract negotiation (Tax Appeals)
- Personnel matters
- Civil penalty or loss of license
- Attorney – Client Privilege (Approval of Executive Minutes)

Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

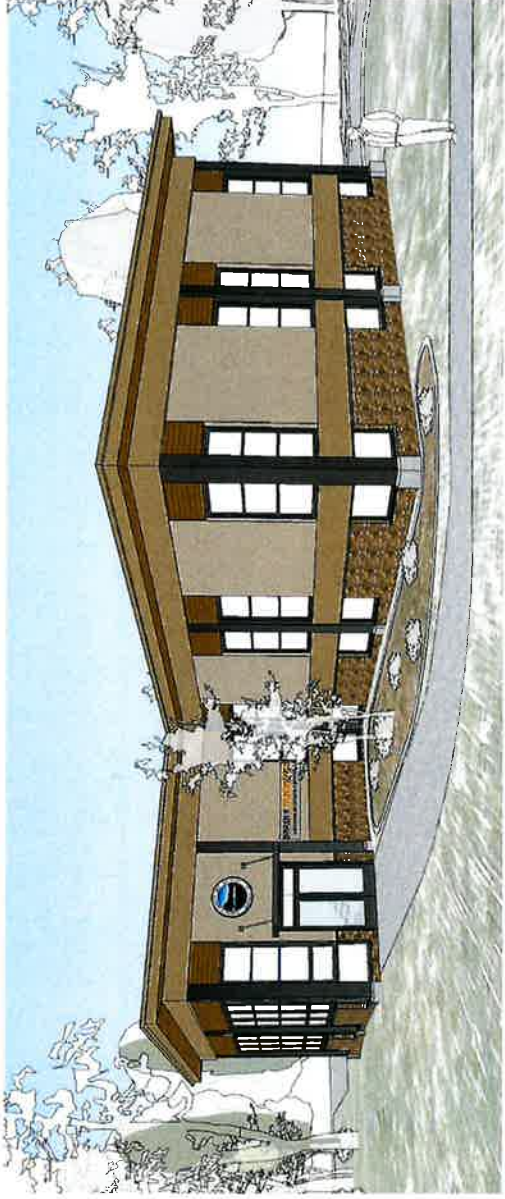
NOW THEREFORE BE IT RESOLVED that the public be excluded from this meeting.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on April 11, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Richter						
Sheikh						
Menard						



Project Update

Borough Hall & Public Safety Infrastructure Advisory Committee
April 11, 2022

Agenda

- Construction & Procurement Update
- Schedule Update
- Budget Update
- Borough Hall Administration & Public Safety Operations During Construction

Construction & Procurement Update

Completed since December

- ✓ Existing Roof Demolition
- ✓ New Parapet Framing
- ✓ Prep for New Roof and HVAC Curb Installation
- ✓ Lower-Level Floor Grinding
- ✓ Elevator Block Work Substantially Completed
- ✓ Front Addition Steel Welding and Inspections
- ✓ Upper-Level Interior Partition Framing Substantially Completed
- ✓ Lower-Level Partition Lay-out
- ✓ Materials Contracted: Windows

In Progress

- Roof Installation
- Lower-Level Interior Partition Framing
- Plumbing and Electrical Rough-In
- Window and Door Fabrication
- Procurement: Exterior Finishes Package (bids due April 14th)
- Procurement: Finalizing Lighting Package

Looking Ahead

- Pour Front Addition Concrete Floor
- Exterior Wall Framing
- Exterior Finishes Mock-up and Installation
- Window and Exterior Door Delivery
- HVAC Ductwork and Equipment Delivery and Installation



Roof Demolition and Prep Work Completed



New Roof Deck, Framing and New Roofing Material



Elevator Blocking and Exterior Framing

Exterior Framing and New Parapet



New Second Means of Egress



Interior Framing and Rough-In in Progress



Schedule Update

Construct Rear Addition: December 2020 – June 2023

Foundations – Above Grade Masonry – Steel Framing/Pour 2nd Floor – **Frame & Sheath Exterior Walls –Roof** – Fire Stairs Installation – Exterior Finishes & Windows – Interior Fit Out

Construct Front Addition: April 2021 – June 2023

Foundations – Above Grade Masonry/Elevator Shaft – Steel Framing/Pour 2nd Floor Deck – **Frame & Sheath Exterior Walls** – Entry Stairs Installation – Elevator Installation – **Roof** – Exterior Finishes & Windows – Interior Fit Out

Exterior Envelope/Interior Remodel: April 2021 – June 2023

Replace Roof – Exterior Finishes & Windows – Asbestos Remediation – First Floor Demo – **First Floor Walls** – First Floor Ceilings – Finishes – Fixtures – Second Floor Demo – **Second Floor Walls** – Second Floor Ceilings – Finishes – Fixtures

Budget Update

Project Budget through 3.31.22

Total Budget	Expenses	Encumbered	Balance
\$4,539,000	(\$1,533,000)	(\$538,000)	\$2,468,000

Project Contingency

Contingency Initial	Contingency Projected	Key Changes (cumulative)
\$89,000	(\$67,000)	<ul style="list-style-type: none"> - Steel, stairs/railings, and other material cost increases - Additional work: steel; stair exit footing; storm & roof drains - Unexpected asbestos abatement and excavation issues - COVID-related HVAC upgrades - 420 Boulevard lease extension + Roofing cost savings + Sunshade design change + Federal funding for HVAC upgrades + Demo equipment savings

Budget Update (continued)

- The construction team meets weekly to review staffing, schedule, and material pricing – with a focus on minimizing cost and delivering quality work
- Supply chain issues, materials cost increases, and a tight skilled labor market are challenges that the team is working to manage
- The project's current budget projection remains close to the original project budget
- Budget projections are updated monthly and will continue to be shared regularly throughout the duration of the project

Borough Hall Administration & Public Safety Operations During Construction

Borough Hall Administration

Borough Administration has relocated to 420 Boulevard for the duration of the project

Public Meetings

- Borough Council has returned to in-person meetings at Mountain Lakes High School
- Planning Board and Zoning Board are continuing to meet virtually

Mountain Lakes Police Department

The Police Department has relocated to 420 Boulevard and to a trailer facility at 400 Boulevard

ML Volunteer Fire Department

The Fire Department will remain at 400 Boulevard for the foreseeable future

Thank You



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext .2006
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TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of April 11, 2022
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Train Station Building Architectural Proposal – The Borough's Bond Counsel finds that the 2016 Capital Ordinance is acceptable as written to fund the needed repairs to the building. An estimated timeline is as follows:

Scope of repairs document - ready within one week.
Receive quotes - up to three weeks.
Repair work – less than one week.

The architect has been notified that their proposal has been accepted.

Respectfully Submitted,

Mitchell

RESOLUTION AND ORDINANCE REVIEW FOR THE APRIL 11, 2022 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R97-22 AUTHORIZING THE LEASE OF PROPERTY TO DISH WIRELESS L.L.C. FOR CO-LOCATION AND EQUIPMENT STORAGE SPACE AT THE CELLULAR TOWER LOCATED AT THE MUNICIPAL COMPLEX – this resolution authorizes a lease with Dish Wireless for the co-location of an additional user and related equipment on the existing cellular tower located at Borough Hall. The Borough will receive \$1200.00 per month for the tower co-location and \$1200.00 per month for the ground space.

R101-22, RESOLUTION TO READ BUDGET BY TITLE – this resolution authorizes the 2022 Budget to be read by title only. This can be done because for at least one week prior to the hearing, a complete copy of the approved budget has been available for public inspection and is available to any person upon request.

R102-22, SELF EXAMINATION OF BUDGET RESOLUTION - this resolution certifies that the Borough has been authorized to participate in the Self-Examination program through the Division of Local Government Services, and that certain requirements have been met by the Borough regarding the municipal budget. This program allows the Borough to adopt the budget without first gaining written approval by the Division of Local Government Services. The Borough is required to receive written approval of the budget every third year through the program.

104-22, AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$8,579.10 for an overpayment of taxes for Block 115 Lot 1. The homeowner made a duplicate payment.

R105-22, AUTHORIZING THE ACCEPTANCE OF A PERFORMANCE GUARANTEE SUBMITTED BY HIGHVIEW COMMERCIAL LLC – this resolution authorizes the acceptance of the performance guarantee. The Borough Engineer and Borough Attorney recommend the acceptance of the performance guarantee.

R106-22, AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (WEINSTEIN, BERT AND DORA V. BOROUGH OF MOUNTAIN LAKES – BLOCK 31, LOT 80.02 - this resolution authorizes a settlement of a tax appeal for 34 West Shore Road for the year 2019 with a refund in the amount of \$5,028.60. The settlement was negotiated and recommended by the Borough Tax Assessor and the Borough Attorney.

R107-22, AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (SHOENFELD, RICHARD & INGRID V. BOROUGH OF MOUNTAIN LAKES – BLOCK 78, LOT 19) – this resolution authorizes a settlement of a tax appeal for 27 Briarcliff Road for the year 2021 with a refund in the amount of \$3,363.33. The settlement was negotiated and recommended by the Borough Tax Assessor and the Borough Attorney.

ORDINANCES TO INTRODUCE

2-22, BOND ORDINANCE APPROPRIATING \$1, 293,572, AND AUTHORIZING THE ISSUANCE OF \$992, 724 BONDS OR NOTES OF THE BOROUGH, FOR VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY – – this bond ordinance appropriates \$1,293,572 for various improvements to be undertaken by the Borough and authorizes the issuance of a maximum \$992,724 in bonds, provides for application of a \$52,248 down payment understood to be presently available and appropriates the expected \$248,600 NJDOT grant. Adoption of this ordinance is recommended by the Borough Manager and CFO.

3-22 ORDINANCE AUTHORIZING THE SALARY AND/OR WAGES OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF MOUNTAIN LAKES, COUNTY OF MORRIS, NEW JERSEY – this ordinance sets the minimum and maximum range of salary authorized by the Borough for each employment position. This ordinance is required to be in place by Statute. Once adopted, an annual salary resolution listing positions and salaries will be submitted to Borough Council for review and approval.

ORDINANCES TO ADOPT

None.

If there are any questions prior to the meeting, please feel free to contact me.

BOROUGH OF MOUNTAIN LAKES

MORRIS COUNTY, NEW JERSEY

ORDINANCE # 2-22

BOND ORDINANCE APPROPRIATING \$1,293,572, AND AUTHORIZING THE ISSUANCE OF \$992,724 BONDS OR NOTES OF THE BOROUGH, FOR VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized as general improvements to be made or acquired by the Borough of Mountain Lakes, New Jersey. For the said several improvements or purposes stated in said Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sum being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to \$1,293,572 including the aggregate sum of \$52,248 as the several down payments for said improvements or purposes required by law and more particularly described in said Section 3 and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes and including also, in the case of the improvement or purpose described in paragraph (b) of said Section 3, the sum of \$248,600 received or expected to be received by the Borough from the New Jersey Department of Transportation as a grant-in-aid of financing and improvement or purpose.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$1,293,572 appropriations not provided for by application hereunder of said down payments and grant, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$992,724 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$992,724 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriation made for and estimated cost of each such purpose, and the estimated maximum amount of bonds or notes to be issued for each such purpose, are respectively as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>APPROPRIATION AND ESTIMATED COST</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES</u>
(a) Acquisition by purchase and installation as necessary of new and additional equipment, including without limitation, mobile recorders for use by the Police Department of the Borough, turnout gear for use by the Fire Department of the Borough, one (1) brine mixing tank and one (1) brine spraying tank for use by the Department of Public Works of the Borough, and one (1) electronic message board for use in and by the Borough, together with all appurtenances, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved (useful life: 15 years)	\$115,107	\$109,625
(b) Improvement of various roads and locations in and by the Borough by the reconstruction and resurfacing thereof to provide roadway pavements at least equal in useful life or durability to a roadway pavement of Class B construction (as such term is used or referred to in Section 40A:2-22 of said Local Bond Law), including without limitation, Intervale Road, Cove Place, Crestview Road, Howell Road, Lowell Avenue, N. Crane Road, Overlook Road, Ronarm Drive, Van Dwyne Road, together with all curbs, sidewalks, drainage, milling, structures, equipment, site work,		

work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved the \$765,129 hereby appropriated therefor being inclusive of the sum of \$248,600 received or expected to be received by the Borough from the New Jersey Department of Transportation as a grant-in-aid of financing said improvement to Intervale Road (useful life: 10 years)

765,129

491,932

(c) Acquisition by purchase and installation, as necessary, of new and additional vehicular equipment, including two (2) pickup trucks for use by the Department of Public Works of the Borough, one (1) utility truck for use by the water utility of the Borough, two (2) utility vehicles for use by the Police Department of the Borough, and including also, the retrofitting equipment for installation in police vehicles of the Borough, together with all equipment, appurtenances, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved (useful life: 5 years)

313,926

297,977

(d) Improvement of municipally-owned properties and locations in and by the Borough, including the tennis courts by the upgrade thereof and the installation of fencing, and the Department of Public Works offices by the renovation of the bathroom, together with for all the aforesaid all equipment, structures, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved (useful life: 15 years)

99,410

93,190

Totals

\$1,293,572

\$992,724

Except as otherwise stated in paragraph (b) above with respect to said \$248,600 grant-in-aid of financing the improvement or purpose described in said paragraph, the excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the said down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purposes described in Section 3 of this bond ordinance are not current expenses and each is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 9.52 years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$992,724, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) Amounts not exceeding \$100,000 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvements and are included in the foregoing estimate thereof.

Section 5. The funds from time to time received by the Borough on account of the \$248,600 grant referred to in Section 1 of this bond ordinance shall be used for financing the improvement or purpose described in Section 3(b) of this bond ordinance by application thereof

either to direct payment of the cost of said improvement or purpose, or to payment or reduction of the authorization of the obligations of the Borough authorized by this bond ordinance. Any such funds so received may, and all such funds so received which are not required for direct payment of such costs shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this bond ordinance

Section 6. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and the Borough

**BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

ORDINANCE 3-22

**“ORDINANCE AUTHORIZING THE SALARY AND/OR WAGES OF THE OFFICERS AND EMPLOYEES OF THE
BOROUGH OF MOUNTAIN LAKES, COUNTY OF MORRIS, NEW JERSEY”**

BE IT ORDAINED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, as follows:

Section 1. That the respective salary/wage range, to be paid to the full and part-time professionals, full and part-time department heads and their full or part-time deputies are as follows:

Position	Minimum	Maximum
Borough Manager	\$100,000	\$155,000
Borough Clerk/Registrar	\$10,000	\$100,000
Deputy Borough Clerk	\$2,500	\$80,000
Chief Financial Officer	\$10,000	\$132,000
Chief of Police	\$90,000	\$170,000
Director of Public Works	\$90,000	\$125,000
Tax Collector	\$30,000	\$70,000
Deputy Borough Treasurer	\$30,000	\$55,000
Accounts Payable/Finance Assistant	\$30,000	\$55,000
Qualified Purchasing Agent	\$1,000	\$10,000
Executive Assistant to Borough Mgr. and/or Borough Clerk	\$20,000	\$60,000
Recreation Director	\$10,000	\$35,000
Construction Official	\$10,000	\$49,000
Construction Code Assistant/Borough Hall Receptionist	\$40,000	\$45,000

Section 2. That the respective salary/wage range, to be paid to the full-time employees of the Police Department be as follows:

Position	Minimum	Maximum
Patrolman		Per contract
Sergeant		Per contract
Lieutenant		Per contract
Detective Stipend	\$500	\$1,500
Administrative Assistant/Records Clerk	\$20,000	\$57,500

All Police Department employees with the exception of the Chief, Special Police, School Crossing Guards, Police Department Administrative Assistant/Records Clerk and Police Matrons are subject to a contract pursuant to Chapter 303 of the Laws of 1968. To the extent that the terms, conditions, and benefits of their employment as set forth in the contract are different from those set forth in this Ordinance, the contract supersedes and takes precedence over the conflicting Ordinance provisions. A copy of the contract is available for public inspection at the office of the Borough Clerk. The terms and conditions of the contract shall remain in effect for the life of the contract. All terms and conditions of the current contract shall remain in force until a successor agreement has been approved by the Governing Body.

Section 3. That the respective salary/wage range, to be paid to the full-time employees of the Department of Public Works shall be as follows:

Position	Minimum	Maximum
Operations Manager/Assistant DPW Director	\$55,000	\$90,000
Foreman	\$50,000	\$82,500
Crew Chief	\$40,000	\$70,000
Carpenter/Mason	\$30,000	\$72,500
Equipment Operator	\$25,000	\$75,000
Senior Public Utility Serviceperson	\$30,000	\$85,000
Junior Public Utility Serviceperson	\$25,000	\$55,000
Public Utility Serviceperson	\$25,000	\$45,500
Driver/Laborer	\$25,000	\$75,000
Mechanic	\$25,000	\$69,000
Certified Recycling Coordinator	\$2,500	\$3,000
Administrative Assistant to DPW Director	\$20,000	\$58,500

Section 4. That the respective salary/wage range, to be paid to the part-time employees shall be as follows:

Position	Minimum	Maximum
General Administrative – Floater	Prevailing Minimum Wage	\$30.00 per hour
Receptionist	\$12,000	\$30,000
Administrative Assistant – Land Use Boards	Prevailing Minimum Wage	\$30.00 per hour
Secretary, Board of Health	\$3,000	\$5,500
Water and Sewer Utility Clerk	\$2,500	\$22,500
Tax Assessor	\$10,000	\$30,000
Sub-Code Officials/Construction Office	\$5,000	\$30,000
Zoning Officer	\$5,000	\$18,000
Zoning Inspector	\$5,000	\$10,000
Code Enforcement Official	\$3,000	\$16,000
Property Maintenance Officer	\$5,000	\$40,000
Fire Official	\$3,000	\$12,000
Fire Safety Officer	\$3,000	\$6,000
Fire Department Administrative Officer	\$3,000	\$8,000
Police Matron	Prevailing Minimum Wage	\$38.00 per hour
School Crossing Guards	Prevailing Minimum Wage	\$30.00 per hour
Police Specials	Prevailing Minimum Wage	\$30.00 per hour
Permanent/Seasonal Part-Time, Dept. Public Works	Prevailing Minimum Wage	\$30.00 per hour
Office of Emergency Management Coordinator	\$1,000	\$3,000
Deputy Office of Emergency Management Coordinator	\$500	\$2,500
Custodian	Prevailing Minimum Wage	\$25.00 per hour
Recycling Attendant	Prevailing Minimum Wage	\$20.00 per hour

Seasonal Part-Time Employees	Minimum	Maximum
Recreation Camp Directors/Assistant Directors, Various	\$3,000	\$12,000
Recreation Camp Counselor	Prevailing Minimum Wage	\$20.00 per hour
Recreation Coach	\$1,000	\$ 6,000
Recreation Referee/Official/Umpire	Prevailing Minimum Wage	\$80.00 per hour
Park Ranger	Prevailing Minimum Wage	\$30.00 per hour
Beach Director/Assistant Director	\$2,500	\$20,000
Lifeguard	Prevailing Minimum Wage	\$25.00 per hour

- Section 5.** The Borough Manager is authorized to prepare an annual salary resolution for consideration and approval by the Borough Council that shall set the salary/wage for all full-time and permanent part-time employees of the Borough. The Borough Manager is authorized to set the hourly rate according to the salary range for all seasonal employees and to notify the Borough Council of such action.
- Section 6.** If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.
- Section 7.** All Ordinances or parts of Ordinances, which are inconsistent herewith are hereby repealed to the extent of such inconsistency.
- Section 8.** This Ordinance shall take effect immediately after final passage and publication in the manner provided by law. The salaries indicated within the range are those that will be in effect retroactive to January 1, 2022 and upon final passage of this ordinance.

 Mitchell Stern, Acting Borough Clerk

Introduced: 4/11/22

Adopted: 4/25/22

Name	Motion	Second	Aye	Nay	Absent	Abstain	Motion	Second	Aye	Nay	Absent	Abstain
Happer												
Korman												
Lane												
Richter												
Sheikh												
Barnett												
Menard												



Judith A. Fairweather, Esq.
JFairweather@PinilisHalpern.com
Direct Dial: 973-998-8677

March 7, 2022

HAND DELIVERY

Mitchell Stern, Borough Manager
Borough of Mountain Lakes
420 Boulevard, Suite 103
Mountain Lakes, NJ 07046

BIDDER: DISH Wireless L.L.C.
BID – The Lease of Telecommunications Tower and Ground Space
400 Boulevard, Block 21, Lot 38
Borough of Mountain Lakes, County of Morris, New Jersey
BID OPENING: March 8, 2022 at 11:00 a.m.

Dear Mr. Stern:

Pursuant to the Notice to Bidders for the above-referenced Bid, enclosed please find **one original** of the complete Bid Specifications package which includes the following:

1. Bid Security - Original Bid Bond, Consent of Surety and Power of Attorney.
2. Bid Proposal Form.
3. Non-Collusion Affidavit.
4. Stockholders or Partnership Disclosure Statement.
5. State of New Jersey Business Registration Certificate.

Please do not hesitate to contact me if you have any questions. Your assistance in this matter is greatly appreciated.

Very truly yours,

Judith A. Fairweather

JAF/sd
Enclosures

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dish Wireless LLC
9601 S. Meridian Boulevard
Englewood, CO 80112

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

The Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Ten Percent (10%) of Amount Bid not to Exceed Twenty Thousand and No/100 Dollars (\$20,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

The Lease of Telecommunications Tower and Ground Space, Refer to Exhibit A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of March, 2022



(Witness)

Dish Wireless LLC

(Principal)

By: 

(Title)

(Seal)
David May
EVP

Liberty Mutual Insurance Company

(Surety)

By: 

(Title)

Kelli E. Housworth Attorney-in-Fact

(Seal)

Exhibit A Description

the "Tower", located at 400 Boulevard, Borough of Mountain Lakes, County of Morris, State of New Jersey, as shown on the Tax Map of the Borough of Mountain Lakes as Block 21 Lot 38, and being further described in Deed Book 453 at Page 44 and W57 at Page 80 as recorded in the Office of the Morris County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Boulevard, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206020-965023

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela R. Yanofsky, John Browning, Justin Tomlin, Kelli E Housworth, Shaleen R. Lovitt, Sheila J. Montoya, Susan J. Lattarulo, Tanna G. Prince, Thomas F. McCoy Jr.

all of the city of Denver state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$58,048,967,865.00 as of the calendar year ended December 31, 2020, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2020 in the amount of \$1,310,710,000.00.

4) The amount of the bond to which this statement and certification is attached is \$ Ten Percent (10%) of Amount Bid not to Exceed Twenty Thousand and No/100 Dollars (\$20,000.00)

5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount. Content: (Not Applicable) and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a corporation domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY
By: [Signature]
David M. Carey, Assistant Secretary

Dated: March 8, 2022



CONSENT OF SURETY

Bond No. N/A

Liberty Mutual Insurance Company _____, a Corporation organized and existing under the laws of the State of Massachusetts _____ and licensed to do business in the State of New Jersey, hereby consents and agrees that if the contract for the:

The Lease of Telecommunications Tower and Ground Space, Refer to Exhibit A

be awarded to:
DISH Wireless L.L.C.

the undersigned Corporation agrees with the said:
The Borough of Mountain Lakes

to execute the final bond as required by the specifications and to become surety in the full amount of the contract price, not to exceed (100% contract amt.) Dollars, for the faithful performance of the contract.

In witness whereof, the undersigned Corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this: 8th day of March, 2022.



Liberty Mutual Insurance Company

By Kelli E. Housworth
Kelli E. Housworth

Attorney-in-Fact

Exhibit A Description

the "Tower", located at 400 Boulevard, Borough of Mountain Lakes, County of Morris, State of New Jersey, as shown on the Tax Map of the Borough of Mountain Lakes as Block 21 Lot 38, and being further described in Deed Book 453 at Page 44 and W57 at Page 80 as recorded in the Office of the Morris County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Boulevard, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206020-965023

POWER OF ATTORNEY

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all of the city of Denver state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2022.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID PROPOSAL FORM

PROPOSAL OF: DISH Wireless L.L.C.

DATE: March 1, 2022

The undersigned hereby declares that he/she/they/it has carefully read and examined the specifications and the forms for: **THE LEASE OF TELECOMMUNICATIONS TOWER AND GROUND SPACE** for which bids were advertised to be received by the Mayor and Council.

Pursuant to and in compliance with your Advertisement for Bids, Information for Bidders and Specifications relating hereto, the undersigned hereby offers to lease said property under the terms and conditions herein at a lease price as follows.

For tower and ground space

Minimum Monthly Rental Price:	Tower co-location	\$1,200.00
	Ground Space	\$1,200.00

Minimum Monthly Rental Price: (WORDS)	Tower Co-Location	One thousand two hundred dollars and zero cents
	Ground Space	One thousand two hundred dollars and zero cents

Any Additional Terms (please print and attach additional pages if needed):

The undersigned, if other than an individual, is a partnership or corporation organized and existing under the laws of the State of New Jersey having its principal office at the place designated beneath the signature of its duly authorized officers or representative, and is authorized to do business in the State of New Jersey.

The undersigned further agrees that this proposal shall remain irrevocable for a period of sixty (60) days from date of bid opening set forth in the Advertisement for Bids.

IN WITNESS WHEREOF, the undersigned has caused this Proposal to be executed as of the day

This portion completed if the bidder is an Individual:

(Signature and Title of Authorized
Representative of Bidder)

Notary

This portion completed if the bidder is a Partnership or Limited Liability Company:

DISH Wireless L.L.C.

(Name of Partnership or Limited
Liability Company)

BY: _____

(Partner or Member)

David Mayo

BY: _____

(Partner or Member)

EVP, Network Development (Seal)

Business address: _____
9601 S. Meridian Blvd., Englewood, CO 80112

This portion completed if the bidder is a Corporation:

Name of Corporation:

ATTEST:

BY:

BY: _____

AFFIX CORPORATE SEAL

If the bidder is a corporation, the Secretary of said corporation must also complete the following portion:

I hereby certify that I am the Secretary of the above corporation and that the foregoing proposal was authorized by the Board of Directors and the person who signed the said proposal and the questionnaire was duly authorized and empowered to do so by the Board of Directors.

Secretary

NONCOLLUSION AFFIDAVIT
STATE OF ~~NEW MEXICO~~ COLORADO
COUNTY OF ARAPAHOE :

Project - THE LEASE OF TELECOMMUNICATIONS TOWER AND GROUND SPACE

I, David Mayo, of the (City, ~~Town, Borough~~)
of Englewood, in the County of Arapahoe and the
State of Colorado, of full age, being duly sworn according to law on my oath,
depose and say that:

I am EVP, Network Development of the Firm/Organization of
DISH Wireless L.L.C., the bidder making the proposal for the above named project, and that
I executed the said proposal with full authority so to do; that said bidder has not, directly or
indirectly, entered into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free, competitive bidding in connection with the above named project; and
that all statements contained in said proposal and in this affidavit are true and correct, and made
with full knowledge that the Borough relies upon the truth of the statements contained in said
proposal and in the statements contained in this affidavit in awarding the contract for the said
project.

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

Signed: 

Title: David Mayo
EVP, Network Development

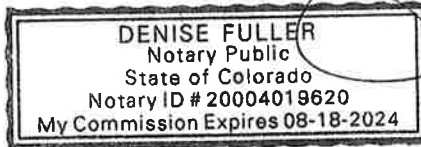
Address: DISH Wireless L.L.C.
9601 S. Meridian Blvd.
Englewood, CO 80112

Subscribed and sworn to before me this day of ^{13th} March, 2022

Notary Public of

My Commission expires 8/18/2024

(also type or print name of
affiliate under signature)



STOCKHOLDERS OR PARTNERSHIP DISCLOSURE STATEMENT

Pursuant to P.L. 1977, Chapter 33, every corporation, Limited Liability Company (“LLC”) and/or partnership submitting a bid, shall prior to the receipt of the bid by the Borough, or accompanying said bid, submit a statement setting forth the names and addresses of all stockholders in the corporation, members of the LLC, or partners in the partnership, who own 10% or more of its stock, or any class, or of all individual partners in the partnership or members of the LLC who own a 10% or greater interest therein, as the case may be.

If one or more of such stockholders, or partners, is itself a corporation, or partnership, the stockholders holding 10% or more of that corporations stock, or the individual partners owing 10% or greater interest in that partnership, as the case may be, shall also be listed.

This disclosure shall be continued until the names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established by this notice, shall have been listed. (Attach additional sheets if necessary.)

SEE ATTACHED STOCKHOLDER DISCLOSURE STATEMENT

Address:

Address:

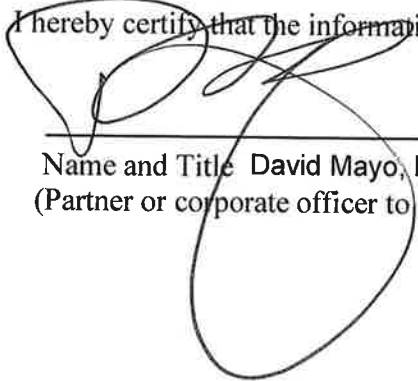
Address:

ATTACH ADDITIONAL SHEETS IF NECESSARY

Firm Name: DISH Wireless L.L.C.

Federal ID number of firm: 35-2576388

I hereby certify that the information given above is true and correct as of March 1st, 2022



Name and Title David Mayo, EVP, Network Development
(Partner or corporate officer to sign)

STOCKHOLDER DISCLOSURE STATEMENT

DISH WIRELESS L.L.C.

9601 S. Meridian Boulevard

Englewood, CO 80112

DISH Wireless Holding, L.L.C. is the 100 % owner of DISH Wireless L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112

DISH Wireless Holding, L.L.C is 100% owned by DISH Network Corporation, 9601 S. Meridian Blvd., Englewood, CO 80112

DISH Network Corporation Stockholders with More Than 10% Ownership

Charles W. Ergen, 9601 S. Meridian Blvd., Englewood, CO 80112

Cantey M. Ergen, 9601 S. Meridian Blvd., Englewood, CO 80112

Dodge & Cox, 555 California Street, 40th Flr, San Francisco, CA 94104



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DISH WIRELESS L.L.C.
Trade Name:
Address: 9601 S. MERIDIAN BLVD.
ENGLEWOOD, CO 80112
Certificate Number: 2439306
Effective Date: March 24, 2020
Date of Issuance: April 28, 2021

For Office Use Only:
20210428092631581

INSTRUCTIONS TO BIDDERS

1. THE BID

The Borough of Mountain Lakes (from time to time hereinafter referred to as the Borough) is soliciting bid proposals from vendors for:

A portion of that space ("the Tower Space") on the existing tower, hereinafter referred to as the "Tower", located at 400 Boulevard, Borough of Mountain Lakes, County of Morris, State of New Jersey, as shown on the Tax Map of the Borough of Mountain Lakes as Block 21 Lot 38, together with a parcel of land (the "Land Space") sufficient for the installation of an equipment building or cabinets; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Boulevard, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and collectively referred to hereinafter as the "Premises". The communication tower on the premises was constructed by Omnipoint Communications, Inc. and subsequently assigned to CCMTO. The Borough and Omnipoint Communications, Inc. are parties to a lease dated June 11, 2000 subsequently assigned to CCMTO and that the Bidders rights and obligations are subject to the terms of said lease.

2. CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addend to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the legal newspaper of the Borough of Mountain Lakes.

3. BID OPENING

All bid proposals will be publicly opened and read by the Mountain Lakes Borough Manager at Mountain Lakes Temporary Office of the Borough Manager Mountain Lakes, New Jersey, at 11:00 A.M. or as soon thereafter as the matter may be reached, no later than March 8, 2022. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

4. SUBMISSION OF BIDS

- A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders and at such time and place will be publically opened and read

aloud. No bid proposal will be accepted past the date and time specified by the Borough in the advertisement for bids.

- B. The bid proposal form shall be submitted (1) in a sealed envelope; (2) addressed to the Borough Manager, Borough of Mountain Lakes, Mountain Lakes Borough Hall, 400 Boulevard, Mountain Lakes, New Jersey (3) bearing the name and address of the bidder written on the face of the envelope; and (4) clearly marked "**BID - THE LEASE OF TELECOMMUNICATIONS TOWER AND GROUND SPACE**".
- C. It is the bidder's responsibility to see that bids are presented to the Borough on the hour stated at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the designated time and date will be returned unopened.
- D. Sealed bids forwarded to the Borough before the time of the opening of the bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind may be rejected by the Borough. Any changes, white outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- F. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Each document in the bid proposal must be properly completed in accordance with New Jersey law. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- H. Any Bid Proposal that does not comply with the requirements of the bid specifications shall be rejected as non-responsive.

5. DEFINITIONS

“Bid proposal” means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

“Bid specifications” means all documents requesting bid proposals for this project.

“Contract” means the written agreement executed by and between the successful bidder and the governing body shall include the bid proposal, and the bid specifications and the lease.

“Contracting unit” means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project or facility, included or operating in whole or in part, within the territorial boundaries of any county of municipality which exercise functions where are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work of the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

“Ground Space” means approximately 240 square feet of property within a 405 square foot compound expansion located under and around the existing cellular tower at Mountain Lakes Borough Hall. More details regarding the location of the ground space can be found in “Exhibit B”, Form Lease section.

“Lessee” or “Successful Bidder” means the individual or entity to whom award of the contract shall be made.

“Governing body” means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.S.A. 40A:11-2. Specifically, herein, the governing body is the Mayor and Council of the Borough of Mountain Lakes.

“Proposal forms” mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

“Telecommunications Tower” means the cellular communication tower currently located on Mountain Lakes Borough Hall property.

6. BID DOCUMENTS AND SUBMISSIONS

Each bid shall be made on the prescribed official bid forms and must be accompanied by the items specified in the Bid Checklist. Failure to provide these items will be a cause for rejecting a bid.

7. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal forms shall result in the rejection of the Bid Proposal by the governing body of Mountain Lakes.

8. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

9. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project.

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract.

10. NO ASSIGNMENTS OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Mountain Lakes agrees to the assignment or other disposition.

11. AWARD OF CONTRACT

A. The governing body of Mountain Lakes shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the governing body's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder who, in this case of the lease of a portion of public land, the aggregate bid price is the highest responsible bid.

C. The Governing Body of Mountain Lakes reserves the right to reject any bid not prepared and submitted in accordance with the provisions thereof, and to reject any or all bids. In the event that the governing body rejects all bids, the Borough shall publish a notice of rebid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

12. NOTICE OF AWARD AND EXECUTION OF CONTRACT

No later than fourteen calendar days of the award of the contract, the Borough shall notify the successful bidder in writing, at the address set forth in the Bid Proposal, and such notice shall specify the place and time for delivery of the executed contract. Failure to deliver the aforementioned document as specified in the notice of award shall be cause for the Borough to declare the vendor non-responsive and to award the contract to the next highest bidder.

13. RESPONSIBLE BIDDER

The Borough shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

14. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the governing body of Mountain Lakes may not award a contract until all tabulations are complete.

15. BID SECURITY

Accompanying each bid shall be cash, certified check, cashier's check or Bid Bond in an amount equal to the 10% of the total rent for the entire (12 months) first year, or \$20,000, whichever is less.

When submitting a Bid Bond, it shall contain Power of Attorney for the full amount on the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The cash, certified check, cashier's check or Bid Bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The cash, certified check, cashier's check or Bid Bond of the bidder to whom the bid is awarded shall be retained unless a

lease is fully executed. The cash, certified check, cashier's check or Bid Bond of the successful bidder shall be forfeited if the bidder fails to enter into a lease pursuant to N.J.S.A. 40A:11-2(t).

16. FAILURE TO ENTER INTO LEASE

Should the successful bidder fail to execute and deliver the Contract and/or Lease as required herein within 45 days (subject to reasonable extensions of time with the consent of the Borough) after the award of the bid, the Borough may declare the bid guarantee deposited with the bid to be forfeited.

17. RIGHT TO REJECT BIDS

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

18. FORM OF LEASE

The Borough and the highest successful bidder shall enter into a lease agreement, substantially in the form attached hereto as "Exhibit B"

19. TERM OF LEASE

Initial term of lease is for five years with four additional five-year automatic renewal terms. The total term of the lease is up to 30 years.

20. MINIMUM BID AMOUNT

No minimum bid is provided, however, the Borough reserves the right to reject all bids in the event the low bid is deemed insufficient.

21. PAYMENT PROCEDURE

Payment of annual rent amounts shall be made in monthly installments via automatic check.

SPECIFICATIONS

These specifications, Notice to Bidders, noncollusion affidavit, disclosure statement, affirmative action statement, and form of proposal shall be all included in and be part of any contract entered into between the Mountain Lakes Borough Council and the successful bidder.

The Borough is soliciting bids for the lease of a Cellular Tower currently located on Borough Property. (See Exhibit B, form lease, for more details).

Insurance Requirements

The Lessee, its assigns or designees, shall obtain, pay all premiums for and maintain during the life of the lease, insurance policies of the type and with the minimum limits indicated in the Lease to be entered into by the successful bidder. The Lessee shall provide a certified copy of the policies and or certificates of insurance to the Borough's Risk Manager upon request.

EXHIBIT A: Description of area to be leased.
EXHIBIT B: Form of Lease

Exhibit A Description

the "Tower", located at 400 Boulevard, Borough of Mountain Lakes, County of Morris, State of New Jersey, as shown on the Tax Map of the Borough of Mountain Lakes as Block 21 Lot 38, and being further described in Deed Book 453 at Page 44 and W57 at Page 80 as recorded in the Office of the Morris County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Boulevard, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes.

EXHIBIT B

TOWER LEASE AGREEMENT

This Agreement, made this day of , 20 , between The Borough of Mountain Lakes, a municipal corporation, with its principal offices located at Municipal Complex, 400 Boulevard, Mountain Lakes, New Jersey 07046, hereinafter designated LESSOR, and _____, with its principal offices at _____, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

LESSOR has entered into a Communications Site Lease Agreement ("Prime Lease") dated June 11, 2000 with Omnipoint Communications, Inc. which Prime Lease Agreement has been subsequently assigned to CCMTO. Pursuant to said Prime Lease Agreement, LESSOR has been granted the right to sublease the Premises as defined therein pursuant to the terms and conditions set forth therein.

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

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 400 Boulevard, Borough of Mountain Lakes, County of Morris, State of New Jersey, as shown on the Tax Map of the Borough of Mountain Lakes as Block 21 Lot 38, and being further described in Deed Book 453 at Page 44 and W57 at Page 80 as recorded in the Office of the Morris County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Boulevard, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises". The communication tower on the premises was constructed by Omnipoint Communications, Inc. The parties acknowledge that the Borough and Omnipoint Communications, Inc. are parties to a lease dated June 11, 2000 and that the Tenants' rights and obligations are subject to the terms of this lease which is attached as Exhibit D.

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain, replace, repair, upgrade or otherwise modify any or all of Lessee's Equipment and operate the radio communications equipment, antennas and appurtenances ("Lessee's Equipment") described in Exhibit "B" attached hereto.

LESSEE reserves the right, without Lessor consent, to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

1. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

2. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$_____) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The above Rent payment to Lessor is the only Rent payment due for the use of the Premises, no rent shall be due and owing to CCMTO. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits Commencement Date, . In the event the date at which LESSEE is granted a building permit falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. The annual rent shall increase on the anniversary date of the Commencement Date for each year of the term by an amount equal to three percent (3%) of the rent paid for the preceding year.

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

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. 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. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

3. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. INTENTIONALLY DELETED.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for five (5) terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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

faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, replacing, upgrading or otherwise modifying any or all of Lessee's Equipment and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add upgrade or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. 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 the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, which is defined as: : (i) modify or add additional technologies within the Premises; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

9. INDEMNIFICATION. Subject to Paragraph 10 below, 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.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance for injury to or death of one or more persons and for damage or destruction to property. Such insurance shall provide an amount not less than 3,000,000 combined single limit for each occurrence.
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. In addition, LESSOR shall obtain from the tower owner CCTMO satisfactory proof that during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature shall be maintained and is in full force and effect.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INTENTIONALLY DELETED.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will require the tower owner, CCTMO, to keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall require CCTMO to comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR or CCTMO fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference

which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, 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 this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. INTENTIONALLY DELETED.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the lease rights to the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the lease rights to the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to the lease rights to the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above. In furtherance of said covenant, the Parties acknowledge the recordation of an Easement Agreement recorded in Deed Book 2843, Page 436 in the Morris County Clerk's Office. LESSOR shall, if required, take any necessary legal action to authorize LESSEE to construct any required improvements pursuant to this Lease Agreement and, to the extent required, modify said equipment, and LESSOR shall indemnify and hold harmless LESSEE from any and all claims that may be associated against LESSEE for any violation of said easement.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Borough of Mountain Lakes
 400 Boulevard
 Mountain Lakes, New Jersey 07046

LESSEE:

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

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

27. INTENTIONALLY DELETED.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

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

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

30. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. **Termination.** If, at any time during this Lease, the Property becomes unsuitable for cellular communication purposes due to: (a) governmental regulations; (b) technical causes; (c) interference with TENANT'S operation that cannot be resolved; or (d) subsequent changes in system design, TENANT may terminate this Lease by notice to LANDLORD which shall be

effective thirty (30) days after it is mailed by TENANT provided that TENANT pays a termination fee equal to (6) months' worth of the then current rent.

32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, reasonable attorney fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

33. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR or the tower owner, CCTMO, has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

LESSOR:

By: _____

Its: _____

Date: _____

LESSEE:

By: _____

Its: _____

Date: _____

WITNESS

WITNESS

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

SITE PLAN

EXHIBIT C
SURVEY (if completed)

EXHIBIT D
Underlying Agreement

COMMUNICATIONS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT made as of this 11th day of June, 2000 by and between The Borough of Mountain Lakes, a municipal corporation, with principal offices located at the Municipal Complex, 400 Boulevard, Mountain Lakes, New Jersey ("Borough") or ("Landlord"), and Omnipoint Communications, Inc. a Delaware corporation authorized to do business in the State of new Jersey, with offices located at 11 Highpoint Drive, Wayne, New Jersey 07470 ("Lessee") or ("Contractor").

WITNESSETH

WHEREAS:

INITIALS
MB
JA
CB

A. Borough is the owner in fee simple of the property known and designated as 400 Boulevard, Mountain Lakes, New Jersey, also known as Block 21, Lot 38 on the official tax map of the Borough of Mountain Lakes, County of Morris, being more particularly described in Exhibit "A" attached hereto and made a part hereof ("The Premises").

B. Lessee desires to lease a portion of the Premises from Borough and to construct thereon a Communications Tower on which will be installed certain antennae, and appurtenant improvements, the location of which is more particularly described on Exhibit A, attached hereto and made a part hereof.

C. In consideration thereof, Borough is willing to lease to the Lessee that portion of the premises described in Exhibit A for the construction, maintenance, repair, replacement and operation of federally licensed radio transmitting and receiving equipment and other associated equipment and improvements in connection with its wireless communications business, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Lessee, source of electric and telephone facilities. (Lessee's antennas and communications equipment are sometimes hereinafter referred to collectively as "Lessee's Facilities").

The Leased Premises shall include a location for installation of a lattice-type tower for wireless communications antenna array and associated cabling, a base equipment shelter and space on Premises for running of utilities lines, transmission lines, other cables and all necessary appurtenances, including out limitation generators and fuel storage tanks. In connection therewith Lessee has the right to do all work necessary for preparing, maintaining and altering Leased Premises for Lessee's business operations and for installing, removing, replacing and modifying a personal communications service system facility. All of Lessee's installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall pay for the electricity and any of the utilities it consumes in its operations. If permitted by the local utility company servicing the Leased Premises, Lessee shall furnish and install an electrical submeter at the Leased Premises for the measurement of electric power used by Lessee installation. Lessee shall pay for such power consumption thirty (30) days after receipt of invoice from Landlord indicating the usage amount. The Landlord makes no representations regarding the availability of utilities at the leasehold premises; and

D. Lessee shall also remove the currently standing municipal antennae tower and install upon the Communications Tower the radio antenna or antennae, and necessary accessory building to house transmission equipment, for use by the Police Department and other municipal departments of the Borough of Mountain Lakes ("Borough Facilities") and ensure that these antennae are fully operational and in service. Borough shall have the right throughout the entire lease term(s) to unitize space upon the tower for the Borough Facilities free of any rent; and

E. Borough and Lessee desire to enter into this lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. **DEMISE**

1.1 Borough hereby leases to Lessee and Lessee hereby leases from Borough that portion of the Premises more particularly described on Exhibit A (the "Leased Premises") attached hereto and made a part hereof, upon the terms and conditions herein contained.

1.2 Borough hereby grants to Lessee a nonexclusive easement during the Term (hereinafter defined) for ingress and egress to the Leased Premises upon and across the Premises, including all roads and drives located or to be located thereon, for the movement of men, machinery, vehicles and equipment for the purpose of constructing, operating, repairing and maintaining the Leased Premises and Lessee's Facilities. The access for operation, repair and maintenance shall be on a 24-hour a day, 365 days a year basis. Lessee shall also have the right in common with others to use any parking spaces, roads and driveways located on the Premises which are nearby the Leased Premises. Borough agrees that Borough shall not have access to the Leased Premises, except as necessary for the construction, operation, repair and maintenance of Borough's Facilities, at any time during the Term (hereinafter defined) with no costs imposed by the Lessee. Borough shall have the right throughout the entire lease term(s) to unitize space upon the tower for the Borough Facilities free of any rent. Borough shall provide two (2) days prior written notice to Lessee of Borough's proposed entry into the Leased Premises, and such entry shall be made only while accompanied by a representative of Lessee. Borough retains the right to perform normal Borough inspections of the Leased Premises, subject to the notice and entry requirements set forth above.

1.3 Lessee acknowledges that the Borough desires and has conditioned this Lease upon the co-location on the Leased Premises. Landlord may elect to provide for the simultaneous leasing of the Leased Premises to other Tenants, under a Lease identical in form as this Lease, except as to the accepted rent bid for each Tenant. The Lessee hereunder as the Lead Tenant shall be responsible for soliciting these bids for co-location. If Landlord accepts such co-location bids, there shall be attached to this Lease and other Leases signed by the Lead Tenant, other Tenants and the Landlord, a Co-Location Agreement in the form attached as Exhibit "B". This Exhibit, among other things, describes how the Lead Tenant and other Tenant(s) shall share, divide, allocate, contribute to and/or bear responsibility for (i) the cost of making any improvements to the leased premises; (ii) the ownership and depreciation of any improvements to the leased premises; (iii) the cost of maintenance, repair and restoration of the leased premises; (iv) the use of the improvement; (v) non-interference with operation of other Tenants. In the event that there are less than three successful bidders for the three elevations contemplated in the Co-Location Agreement, any future leasing by Landlord of these two location, or either of them, shall be subject to the terms of the Co-Location Agreement and each other Tenant shall pay to the Lead Tenant its proportionate share of the costs which would have been apportioned to the second and third successful bidders pursuant to the Co-Location Agreement less such depreciation attributable to time as allowed by the Internal Revenue Code.

1.4 The Borough grants to the Lessee the right to survey the property and the survey, after review and approval by the Borough Engineer, shall become a part of this lease and shall control in the event of any discrepancy between the survey and the Exhibits attached hereto. The costs for the preparation of the survey and the review by the Borough Engineer shall be borne by the Lessee.

2. TERM

The term of this Lease (the "Term") shall be for ten years, with the option of renewing the lease for three successive periods of five years each. The Term shall commence on the first day of the calendar month following issuance of a building permit to the Lessee by the Borough of Mountain Lakes.

3. LEASE CONSIDERATION

As consideration for Borough's lease of the Leased Premises to Lessee, Lessee shall pay to the Borough an annual rental of \$33,333.33 payable in twelve (12) equal monthly installments of \$2,777.78 each on the first day of each month, in advance, to the Borough of Mountain Lakes, beginning with the first day of the calendar month following issuance of a building permit to the Lessee by the Borough of Mountain Lakes.

The lease consideration shall be adjusted every year and increase by an increment equal to four percent (4%) of the prior year's rent on each anniversary of the commencement of the lease

The rental for the first ten (10) year period shall be guaranteed to the Borough of Mountain Lakes. The lease shall automatically extend for three subsequent periods of five (5) years unless the Borough or the Lessee shall give to the other written notice of an intent not to renew at least six (6) months prior to the end of the then current term.

In the event that neither the Borough nor the Lessee shall have given notice to the other at least six (6) months prior to the expiration of the final five (5) year term of the lease, then the Agreement shall continue in force for a further term of one (1) year and for annual terms thereafter until terminated by either party by giving of written notice to the other of its intention to terminate the lease at least six (6) months prior to the end of the term. The monthly rental for each annual extension shall be equal to the monthly rental for the last month of the preceding term, adjusted for a cost of living increase of five (5%) percent.

4. CO-LOCATION

4.1 It is the intent of the parties that this Lease Agreement is a non-exclusive agreement which anticipates utilization of the tower by other Lessees for wireless communication purposes. The Lessee's operation should occur to the greatest degree possible so as not to interfere with other users on the premises. The Landlord will not permit the installation of any future equipment which results technical interference problems with the Lessee's or other Lessees, then existing equipment.

4.2 In the event the Lessee is the highest or only bidder, it shall be considered the Lead bidder and shall be responsible for the removal of the existing municipal antennae tower, relocation of the municipal antennae and assurance of fully operational service, as well as the construction and maintenance of a new 150 foot lattice-type tower and other common areas on the site. However, all successful bidders/lessees shall be responsible for the installation and maintenance of its own antennas and equipment. If there are other successful bidders/lessees, the other successful bidders/lessees shall be responsible to reimburse the Lead bidder for its pro rata share of the costs of development and maintenance of the site. If there are other future co-locators, the other future co-locators shall be responsible to reimburse the Lead bidder for its pro rata share of the costs of development and maintenance of the site. The Lead bidder shall receive 50% of all gross income the Landlord receives from the other successful bidders/lessees. In addition to this Lease Agreement, Lessee must execute a Co-Location Agreement in the same form as attached to Notice of Bid issued by Landlord.

5. USE OF THE LEASED PREMISES

5.1 Lessee shall have the right to use the Leased Premises for the purpose of constructing, installing, maintaining and operating a communications facility together with other uses involving the transmission and/or receiving of radio and microwave signals and uses incidental thereto together with all necessary connecting appurtenances, or, with the written consent of Borough, for any other use as may be permitted by applicable law.

5.2 Lessee may place upon the Communications Tower, at Lessee's sole cost and expense, its own cellular antenna and microwave dish and appurtenances and may install a perimeter chain link or similar security fence around the Communications Tower, all in accordance with applicable laws. Lessee shall be solely responsible for obtaining all Federal, State, County and municipal approvals, licenses, resolutions, variances, zoning permits, certificates, and such other permits (collectively the "Permits") as are necessary to construct the Construction Project and operate and maintain the Lessee's Facilities.

5.3 Lessee shall, at its own expense, maintain the Leased Premises in a safe condition, in good order and repair. Lessee will not leave debris at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

5.4 It is understood that Lessee's ability to use the property is contingent upon its obtaining after the execution date of this Lease all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit the Lessee use of the property as set forth in this Agreement. The Borough will cooperate with the Lessee in its effort to obtain the approvals and will take no action which would adversely affect the status of the Property with respect to the proposed use by the Lessee.

5.5 In the event that the Lessee is unable to obtain the necessary approvals or the soil boring tests are found to be unsatisfactory to the Lessee, the Lessee shall have the right to terminate this Agreement. Notice of the Lessee's exercise of its right to terminate shall be given to the Borough in writing, by certified mail, return receipt requested, and shall be effective upon receipt by the Borough. All rentals paid to the termination date shall be retained by the Borough. Upon termination this Agreement shall become null and void and all of the parties shall have no further obligations including the payment of money to each other.

6. COOPERATION AND GOVERNMENTAL APPROVALS

Borough shall fully cooperate with Lessee in its effort to obtain the Permits, including but not limited to joining in the execution of any applications or documents as may be necessary in such regard. The costs shall be borne by Lessee.

It shall be the obligation of the Lessee to make application to the Mountain Lakes Planning Board for site plan review and approval and to bear all costs related to that application, including all costs of review of the plans by the Borough Engineer. It is further the obligation of the Lessee to apply for and receive all other governmental approvals which may be required and to bear the cost of all such applications.

7. INSURANCE

7.1 Lessee shall obtain and keep in effect through the Term an insurance policy or policies, or, at the discretion of the Borough Council, an approved self-insurance program, providing general public liability insurance against claims for personal injury (including death) and, at Borough's option, ...

damage in a blanket amount of not less than \$3,000,000 per occurrence.

7.2 Borough shall be named as an additional insured on Lessee's liability policy. If requested by Borough, but not more than annually, Lessee shall provide Borough with evidence that the insurance required by paragraph 7.1 is in effect.

8. UTILITIES

8.1 Lessee shall be responsible at its sole cost and expense for bringing utilities to the Building and causing an electric meter to be installed. Borough, at its sole cost and expense, shall have a separate meter installed to measure Borough's use of electricity in connection with Borough's Facilities. Each party shall be responsible for paying for the electricity and other utilities used in connection with the operation of its respective equipment.

8.2 Lessee shall pay for all utility services used at the Leased Premises, excluding Borough's Facilities, as well as for the power needed to operate Lessee's Facilities.

9. TAXES

9.1 Lessee shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Leased Premises, if any, which become due and payable during the term of this Agreement as a result of Lessee's use of the Leased Premises. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Lessee shall pay all taxes on its personal property on the Leased Premises. The Lessee shall have the right to file an appeal in a court of competent jurisdiction for any imposition of taxes imposed pursuant to this paragraph.

9.2 Lessee shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee in relation to the taxes owed or assessed against Lessee on the Leased Premises.

10. REMOVAL OF LESSEE'S EQUIPMENT

At the expiration or termination of the Term, Lessee shall, at the option of the Borough, either [1] remove all its Lessee's Facilities, including the communications tower, from the Leased Premises or [2] remove that portion of its Lessee's Facilities determined by the Borough to be removed and to donate to the Borough that portion of the Lessee's Facilities which the Borough determines to be of use to the Borough and which the Borough is agreeable to accepting. Any cost of removal shall be the exclusive obligation and responsibility of the Lessee. Lessee shall surrender the Leased Premises to Borough in the condition in which it is upon commencement of occupancy by Lessee, except for reasonable wear and tear and except for such portion of the facilities which are to be accepted by the Borough. Notwithstanding the above provisions, nothing herein shall prevent the Lessee from removing its antennas from the communications tower or its equipment from the building, or from removing the building if the building is a relocatable, reusable structure.

11. QUIET ENJOYMENT

11.1 Borough covenants, represents and agrees that Borough is the owner of the Premises free

deliver this Lease. Further, if applicable, the undersigned individuals represent that they are officers or representatives of Borough, and have the right, power and authority to bind Borough.

11.2 Borough covenants and agrees that Lessee, on paying the rent and performing the conditions and covenants herein, shall and may peaceably and quietly have, hold and enjoy the Leased Premises and the rights herein granted for the Term.

12. MANAGEMENT OF SITE ENGINEERING

12.1 Tenant acknowledges that Landlord will not be held liable or responsible for interferences to Tenant's operating frequency due to circumstances beyond Landlord's control, including any interference caused by co-Tenant's operation under any Co-Location Agreement. Furthermore, Landlord will not be liable or responsible for interferences with Tenant's operation due to any subsequent changes made by Tenant in its existing or other equipment which may change the levels of frequency on the Leased Premises. Tenant further acknowledges that Landlord cannot be liable or responsible for any interference caused by lawful operation of municipal radio antennae.

12.2 Landlord shall not construct, or allow to be constructed, any structure or other improvement which would interfere with Tenant's use and enjoyment of the Leased Premises.

13. ASSIGNMENT

13.1 Borough may assign this Lease upon written notice to Lessee and said assignee will be responsible to Lessee for the performance of all the terms and conditions of this Lease.

13.2 Borough agrees that, after completion of the Construction Project, Lessee may assign all rights, benefits, duties and obligations under this Lease by giving Borough written notice, subject to the consent of Borough, which consent shall not be unreasonably withheld. If such assignment is consented to and made, Lessee shall be relieved of all future liabilities hereunder and Borough shall look solely to such assignee for the performance of this Lease after assignment.

13.3 Lessee shall have the right to grant licenses to others to use the Leased Premises and to use and enjoy the rights and easements herein granted to Lessee, with the consent of Borough, which consent shall not be unreasonably withheld, and provided that such license does not interfere with Borough's use of the Construction Project or of Borough's Facilities.

13.4 Lessor consents to the collateral assignment and the granting of a security interest from time to time in favor of any holder of indebtedness borrowed by the Lessee, whether now or hereafter existing, with regard only to the BTS equipment cabinets located or to be located at the Premises. In no event shall a security interest attach to antennas or lattice tower or other personalty at the Premises.

14. MEMORANDUM OF LEASE

Upon request, Borough agrees to execute a memorandum of this Lease in recordable form which Borough or Lessee may record in the recording office of the County in which the Premises is located.

15. DEFAULT AND LANDLORD'S REMEDIES.

In the event there is a default by the Lessee with respect to the provisions of this Agreement or its obligations under it, including the payment of rent, the Landlord shall give Lessee written notice of such default. Each of the following shall be deemed a default and a breach of this Lease:

- a. Non-payment of rent, including any adjustments in rental amount as required hereunder, due hereunder for a period within ten (10) days after receipt of notice of such failure from the Landlord;
- b. Failure to perform any other covenant for a period of ten (10) days after receipt of such notice from Landlord specifying the failure. No such failure, however, shall be deemed to exist if Tenant shall have commenced good faith efforts to rectify the same within such ten (10) day period and provided such efforts shall be prosecuted to completion with reasonable diligence;
- c. Any vacating or abandonment of the Leased Premises by Tenant for more than three (3) consecutive months unless ordered to do so by duly authorized legal authority or other case beyond Tenant's reasonable control. It is understood that the tower and the transmission building are unmanned facilities requiring only periodic maintenance by Tenant. Failure of Tenant to have physical manpower on site in the absence of other indicia of abandonment shall not constitute a default;
- d. In the event there is any default by the Tenant hereunder, Tenant, upon demand of Landlord, and consistent with any Co-Location Agreement, hereby agrees to vacate the Leased Premises and to remove all equipment associated therewith. In the event that the Landlord is required to institute any legal proceedings to enforce any remedies, including payment of rent or eviction of Tenant, Tenant understands and agrees that it shall be liable for all reasonable attorney's fees, costs and expenses that may be incurred by Landlord in enforcing its rights hereunder;
- e. Tenant's bankruptcy or assignment for the benefit of creditors.

After receipt of such written notice of such default, the Lessee shall have fifteen (15) days in which to cure any monetary default, provided and thirty (30) days in which to cure any non-monetary default, provided the Lessee shall have such extended period as may be required beyond the thirty (30) days and the Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Landlord may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to use the same within the time periods provided in this paragraph.

16. TERMINATION

This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Landlord no later than sixty (60) days prior to the Commencement Date; or (iii) by Lessee if it does obtain or maintain any license, permit or other

approval necessary for the construction and operation of Lessee utilities; or (iv) by Lessee if Lessee is unable to occupy utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines, in its sole discretion, Lessee will be unable to use the site.

17. ACCEPTANCE OF PREMISES.

By taking possession of the Leased Premises, Lessee accepts the premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Land shall not be liable for any latent or patent defect in the Premises.

18. ESTOPPEL CERTIFICATE.

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

19. TESTS AND CONSTRUCTION.

Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Leased Premises for the purposes of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Antennae Facilities. Upon Lessee's request, Landlord agrees to provide promptly to Lessee copies of all plans, specifications, surveys and maps for the Premises.

20. NOTICES.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

With a copy to:

Sears, Sweeney & Marcickiewicz, Esqs.
89 Diamond Spring Road
Denville, NJ 07834

If to Lessee, to:

Omnipoint Communications
11 Highpoint Drive
Wayne, New Jersey 07470

21. MISCELLANEOUS.

21.1 Landlord and Lessee represent that each, respectively, has full right, power, and authority to execute this Agreement.

21.2 This Agreement and any Co-Location Agreement executed by the parties constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

21.3 Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

21.4 This Agreement shall be construed in accordance with the laws of the State of New Jersey.

21.5 If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect

This lease was executed as of the date first set forth above.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Lease Agreement to be duly executed as of the date first above written.

Borough of Mountain Lakes,
a Municipal Corporation of the
State of New Jersey

Attest

Gayle Joseph
Gayle Joseph, Borough Clerk

(Borough Seal)

By: Jud Breslin
Jud Breslin, Mayor

Lessee: Omnipoint Communications, Inc.

Attest:

Fay S. Hebl

By: N.R. Roy
Name: N. R. Roy
Title: Executive Director



EXHIBIT A

Site Description and Description of Leased Premises

Site situated in the Borough of Mountain Lakes, County of Morris, State of New Jersey commonly described as follows:

400 Boulevard, Mountain Lakes, New Jersey also known as Block 21, Lot 38 on the Official Tax Map of the Borough of Mountain Lakes.

Sketch of Site: SEE ATTACHED

Owner's Initials: _____

Lessee's Initials: _____

Note: Owner and Lessee may, at Lessee's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

INITIALS
MSC
SP

EXHIBIT B
CO-LOCATION AGREEMENT

INITIALS
MC
SA
SS

CO-LOCATION AGREEMENT

This Co-Location Agreement is being entered into on this ____ day of _____, 2000, by and between _____ having an office address of _____ (hereinafter referred to as "Lead Carrier") and _____ (each hereinafter referred to individually as a "Co-Tenant" and collectively as "Co-Tenants"), and the Borough of Mountain Lakes, a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey, located in the County of Morris, State of New Jersey (hereinafter referred to as the "Borough").

WHEREAS, the Borough is the owner of certain property known as 400 Boulevard, Mountain Lakes, New Jersey also known as Block 21, Lot 38 on the Official Tax Map of the Borough of Mountain Lakes; (hereinafter referred to as the "Property"); and

WHEREAS, the Lead Carrier and each Co-Tenant have entered into separate lease agreements with the Borough to lease space for the construction, operation and maintenance of communications facilities on the Property; and

WHEREAS, a site plan and construction drawings for the communications facilities were prepared by _____ (the "Project Engineer") and are entitled _____ and are dated _____, and contain sheets (the "Plans"), and the Plans have been reviewed and approved by the Borough (the "Approvals"), and

WHEREAS, the Plans and Approvals include structures and equipment to be shared by the Lead Carrier and the Co-Tenants, and structures and equipment to be utilized by individual Co-Tenants and/or the Lead Carrier, as well as improvements to be completed and work to be performed for the benefit of the Borough and payments to be made to the Borough; and

WHEREAS, this Agreement addresses the procedure for the development of the communications facilities on the Property and the allocation, payment and reimbursement of certain costs and expenses among the Lead Carrier and Co-Tenants and the Borough with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CONSTRUCTION

1. The Lead Carrier and each of the Co-Tenants have provided the Project Engineer with their design specifications and have reviewed and approved the Plans. The Borough has also reviewed and approved the Plans.

2. The Lead Carrier shall prepare bid specifications and shall request bids on a "not to exceed basis" from at least three (3) contractors with experience constructing wireless communications facilities to complete the work detailed on the Plans (hereinafter referred to as the "Work"). Following receipt of the bids, the Lead Carrier shall award the bid to a contractor and contract with that contractor to perform the Work (hereinafter referred to as the "General Contractor") in a timely, good and workmanlike manner.
3. The General Contractor's bid shall include a breakdown of the cost of the Work, including labor and materials, which breakdown shall include (1) each aspect of the Work which is of common benefit to all Co-Tenants and the Lead Carrier (e.g., site preparation, tower, tower foundation, tower platforms & mounts, paving & striping, permit fees, utility line installation)(hereinafter referred to as the "Shared Costs" or a "Shared Cost") and (2) each aspect of the Work which is performed for the benefit of one or more, but not all, of the Co-Tenants and/or the Lead Carrier (e.g., equipment shelters and foundations for the same, utility meter) (hereinafter referred to as the "Individual Work"). The breakdowns shall be provided to the Lead Carrier and the Co-Tenants.
4. Each Co-Tenant and the Lead Carrier shall individually contract with the General Contractor for the performance of its proportionate share of the Work as set forth in the breakdown of the Shared Costs and Individual Work within 30 days of receipt of such breakdown. A written notice confirming such contractual agreement shall be provided to all parties by the General Contractor.
5. The Lead Carrier and each Co-Tenant shall be individually responsible for supplying to the General Contractor its antennas, connectors, jumpers, antenna cables and downtilt brackets, and supplying off-loading, and installing its equipment shelter and wireless and supportive equipment, and testing the same as appropriate, unless individually contracted for with the General Contractor. The General Contractor shall, as a Shared Cost, perform pre-sweeps for each antenna system and submit the results of the same to each party. Following construction, each party shall be individually responsible to prepare and submit to the General Contractor a punchlist of items to be completed by the General Contractor.
6. If the Lead Carrier or any of the Co-Tenants disputes the amount or nature of a Shared Cost or Individual Work, then that party shall, within ten (10) days of receiving the Shared Cost or Individual Work estimate from the General Contractor, send a written notice of the dispute to the General Contractor, with a copy of the notice to all other parties and the Project Engineer (the "Dispute Notice"). The Dispute Notice shall detail the nature of the dispute and set forth the reason(s) why the party believes the amount of the estimate or nature of the Shared Cost or

Individual Work is in error. The General Contractor shall have four (4) business days to respond to the Dispute Notice. The General Contractor's response shall be in writing, with a copy of the response sent to all parties. Any party that still feels aggrieved by the action of the General Contractor shall, within seven (7) business days of receiving the General Contractor's response, make a demand for arbitration pursuant to the Rules of the American Arbitration Association. If a party still disputes the decision of the American Arbitration Association, it may withdraw from this Agreement and not build its communications facility at the Property.

7. If the Lead Carrier or a Co-Tenant has not contracted with the General Contractor prior to the start of construction, that party will be withdrawn from this Agreement. If a party withdraws, the amount of the Shared Costs of the remaining parties, other than the Borough, shall increase proportionately.
8. In addition to the Work shown on the Approved Plans, the Work also includes, as Shared Costs, the following:
 - a. The costs and expenses incurred by the Lead Carrier to have the communications facility designed and approved, including all application fees paid to any governmental approving agency, legal and engineering and expert witness fees paid by the Lead Carrier to its consultants, escrow and inspection fees paid and to be paid to the Borough or its land use board or professionals, and similar expenses required to secure the governmental approvals for the Approved Plans (hereinafter referred to as the "Approval Expenses"). The Co-Tenants each agree to reimburse the Lead Carrier its pro rate share of the amount of the Approval Expenses within thirty (30) days of receipt of invoices or statements which detail the Approval Expenses.
 - b. The ground testing for the facilities with the submission of results of such tests to each party. If any party requires further ground test results and/or certifications of the same, such further testing shall be individually contracted for by the party requiring this work.
 - c. Any other cost or expense required to construct and/or operate the common facilities (e.g., utility transformer(s)) not shown on the Plans or provided in the General Contractor's estimate of the cost of the Work.

MAINTENANCE AND REPAIR

9. The Lead Carrier, each Co-Tenant and any Addition Co-Tenant as defined below, shall each be responsible to maintain and repair its own antennas, communications equipment, cables, and equipment shelter and/or cabinets.
10. The Lead Carrier, each Co-Tenant and Additional Co-Tenant shall share equally in the cost of any

repair or maintenance to any common facilities (including, without limitation, the painting of the Tower, repair to the compound's fence), and the removal of the common facilities at the termination of the lease(s) with the Borough for the communications facilities.

11. The Lead Carrier shall provide notice to the Co-Tenants and Additional Co-Tenants of any repair or required maintenance work in excess of \$5,000 and shall put out to bid to at least three (3) contractors any repair or maintenance work in excess of \$10,000. The Lead Carrier, each Co-Tenant and Additional Co-Tenant shall pay its equal proportionate share of the expense within thirty (30) business days of receiving the notice of the same, but prior to the start of the repair, unless it is an emergency repair or the repair is ordered by a governmental authority, in which case the payment shall be made within thirty (30) days of its receipt of an invoice for the same. Notwithstanding the foregoing, to the extent any repair or maintenance to a common facility is made necessary by the negligent or intentional misconduct of the Lead Carrier or a Co-Tenant or Additional Co-Tenant, or their respective employees, agents, contractors or representatives, then the cost of such repair or maintenance shall be borne by that party.
12. If the Lead Carrier, Co-Tenant or Additional Co-Tenant disputes the amount or nature of a repair or maintenance expense, then that party shall, within thirty (30) days of receiving notice of the same, send a written notice of the dispute to the Lead Carrier, with a copy of the notice to all other parties and the Project Engineer (the "Dispute Notice"). The Dispute Notice shall detail the nature of the dispute and set forth the reason(s) why the party believes the amount or nature of the expense is in error. The Lead Carrier shall have thirty (30) days to respond to the Dispute Notice. The Lead Carrier's response shall be in writing, with a copy of the response send to all parties. Any party that still feels aggrieved by the action of the Lead Carrier shall, within thirty (30) days of receiving the Lead Carrier's response, send a written request to the Project Engineer, with a copy to all parties, requesting the Project Engineer to settle the dispute. The Project Engineer shall render a decision with ten (10) days. Any party still feeling aggrieved by the decision, shall make a demand for arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be final.

ADDITIONAL CO-TENANTS

13. Each Additional Co-Tenant, as defined below, shall enter into a lease with the Borough for utilization of the Property and shall concurrently become a signatory to this Agreement.
14. The Borough may lease the Property to other wireless communications companies that are licensed by the Federal Communications Commission (hereinafter referred to individually as an "Additional

Co-Tenant" and collectively as "Additional Co-Tenants.") For purposes hereof, the effective date of an Additional Co-Tenant's obligations hereunder shall be the commencement date of such Additional Co-Tenant's lease with the Borough.

15. Each Additional Co-Tenant shall reimburse the Lead Tenant and the Co-Tenants for its pro-rata share of the Shared Costs (as depreciated based upon a ten year, straight line, depreciation schedule) prior to obtaining a building permit to install its equipment on the Property. Each Additional Co-Tenant shall be responsible for one hundred (100%) of its Individual Cost.

STRUCTURAL ANALYSIS

16. Any party that desires to add antennas to the tower after the initial tower construction or to modify its antenna configuration in such a manner that the tower loading will be increased, shall provide a structural analysis prepared by New Jersey licensed professional engineer confirming the tower's structural integrity to all other parties prior to mounting the antennas.

INDEMNIFICATION

17. The Lead Tenant, each Co-Tenant and Additional Co-Tenant shall defend, indemnify and hold the Borough and each other harmless against any claim, costs or expenses (including reasonable attorneys fees) resulting from the breach by such party's obligations hereunder or its failure to perform as required herein, except that no party shall be liable to the other parties for consequential damages or lost profits resulting therefrom.

WITHDRAWAL FROM AGREEMENT

18. Tenant and Co-Tenant may terminate this Agreement, upon (60) days written notice to all parties, if the Land Lease with the Borough is terminated. Any party desiring to withdraw from this Agreement shall:
- a. Provide notice of its intent to withdraw to all parties which notice shall set forth the date upon which the party seeks to withdraw;
 - b. Pay all outstanding sums that are due for Shared Costs, Individual Work or maintenance and/or repair work; and
 - c. Remove its equipment, antennas and other facilities from the Property.

NOTICES

19. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed validly given if either delivered by hand, mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by a nationally recognized overnight courier. Notices shall be effective on the earlier of (a) when received or (b) three (3) days after mailing. All notices

and other communications shall be addressed as follows:

If to Landlord, to:

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

With a copy to:

Sears, Sweeney & Marcickiewicz, Esqs.
89 Diamond Spring Road
Denville, NJ 07834

If to _____:

If to _____:

Any party may change the designated address or recipient of notices by sending a notice to the other parties in writing.

MISCELLANEOUS

- 20. This Agreement shall be governed by the laws of the State of New Jersey.
- 21. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement notwithstanding that all signatories are not signatories to the original of

the same counterpart.

- 22. This Agreement may not be modified or amended except with the prior written consent of all of the parties.
- 23. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by and against the respective successors and assigns of each signatory to this Agreement.
- 24. In the event any portion of this Agreement shall be held to be void or invalid or shall not be binding upon the parties hereto, it is the intention of the parties that the remainder of this Agreement, to the extent possible, shall be held to be valid and binding.
- 25. Each signatory to this Agreement represents that he/she has full authority to act on behalf of the party and to fully bind the party to the matters set forth herein.

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

ATTEST

By: _____

By: _____

By: _____

**BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

Bid Specifications

COMMUNICATIONS TOWER CONSTRUCTION AND LEASE

**NOTICE TO BIDDERS
BID NO. 0001**

PLEASE TAKE NOTICE that sealed bids will be received by the Borough of Mountain Lakes, Borough of Mountain Lakes, Morris County, New Jersey on or before June 2, 2000 at 10:00 a.m., prevailing time, in the meeting room of Borough Hall in the Borough of Mountain Lakes, 400 Boulevard, Mountain Lakes, N.J. for:

**LEASE OF REAL PROPERTY FOR THE CONSTRUCTION
AND MAINTENANCE OF A NEW WIRELESS COMMUNICATION
TOWER AND RELATED FACILITIES AT 400 BOULEVARD,
MOUNTAIN LAKES, NEW JERSEY
ALSO KNOWN
AS BLOCK 21, LOT 38**

A bid package consisting of the Resolution/Advertisement, this Notice to Bidders, Instructions to Bidders, Specifications, Proposed Lease Agreement, Proposed Co-Location Agreement, Proposal Sheet and required Affidavits are presently available and may be obtained at the office of the Borough of Mountain Lakes at the above address between the hours of 8:30 A.M. and 4:00 P.M. Monday through Friday.

Proposals must be submitted on forms provided by the Borough of Mountain Lakes and placed in a sealed envelope bearing the name of the bidder, and clearly marked, "Bid No. 0001 ENCLOSED --DO NOT OPEN" in the lower left corner, or they will not be considered. Proposals can be mailed to:

Manager
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

The Borough of Mountain Lakes assumes no responsibility for bids returned by mail.

No bid will be accepted after the time and date specified, and any bids received after that time and date will be returned unopened to the bidder. Any bid not submitted in a sealed envelope will not be accepted and will be returned to the bidder.

The Borough of Mountain Lakes reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to accept the bid which is in the best interest of the Borough of Mountain Lakes.

SECTION 1.0 INSTRUCTIONS TO BIDDERS

1.01 Scope:

The Borough of Mountain Lakes, New Jersey, is seeking written proposals for a lease agreement whereby the lessor will erect on property owned by the Borough a communications tower and related facilities, which the lessor will be able to use for cellular telephone communications in accordance with the terms set forth in the lease proposed and included in these specifications.

The leased premises will consist of approximately 2,000 square feet for the successful Tenant including the footprint for the cellular communications tower. The tower is also intended to accommodate the installation and operation of two other cellular communications carriers, to be co-located on the tower as well as police and other municipal communications antennae, currently located on the Borough's tower, and related equipment. Further, the tower shall be of the "Lattice-type" with the capability of height expansion beyond the initial construction of approximately 150 feet. The tower shall be designed and constructed in a manner capable of providing cellular service throughout the Borough to the extent practicable.

The initial term of the lease shall be for ten years, provided, however, that the Tenants shall have the option of renewing the lease for three successive periods of five years each.

The rent shall be paid in equal monthly installments over the term of the lease. Rent shall increase by an increment equal to four percent (4%) of the prior year's rent on each anniversary of the commencement of the lease. Rent shall be paid on the first of each month commencing with the first day of the first month succeeding issuance of a building permit to construct the cellular tower.

As part of the consideration for the lease of space for a cell tower site on 400 Boulevard, Mountain Lakes, New Jersey, the bidder shall be required to perform all work and supply all materials and labor necessary to install and construct a communications tower, relocate the police and various other municipal antennae upon the newly constructed tower and construct an accessory building to house the necessary transmission equipment for the municipal antennae to ensure full operational service of these municipal antennae.

The construction of said tower and accessory building(s) shall be completed within 90 days of the date of acceptance of the bid.

Bidders shall be furnished with a copy of the form of Lease Agreement together with a copy of the specifications for said work (the bid package) upon the payment of \$25.00 for each set.

Bidders are hereby notified and advised that the Borough has invited bids which allow for the co-location on the leased premises at 400 Boulevard. There shall be attached to and made part of the lease, Exhibit "C" called a "Co-Location Agreement" to be signed by the Tenant, other Tenants and the Borough as the Landlord. This Co-Location Agreement, among other things, describes

how the Tenant and other Tenant(s) shall share, divide, allocate, contribute to and/or bear responsibility for (i) the cost of making any improvements to the leased premises; (ii) the ownership and depreciation of any improvements to the leased premises; (iii) the cost of maintenance, repair and restoration of the leased premises; (iv) the use of the improvement; (v) non-interference with operation of other Tenants. The highest lease bidder, as announced by the Borough, will be awarded the right to construct the tower and to select first its desired location on the tower for installing its antennae (the preferred elevation). The second highest lease bidder shall select a location for its antennae on the tower after the high bidder's preferred elevation has been selected with reasonable proper separation between the antennae arrays to avoid operational interference problems. The third highest bidder shall select, with proper separation, a location on the tower for its antennas after both the highest bidder and second bidder have each selected.

The highest bidder, as tabulated by the Business Administrator, shall be considered the Lead bidder and shall be responsible for the development and maintenance of the tower and other common areas on the site, however all successful bidders shall be responsible for the installation and maintenance of its own antennas and equipment. If there are other successful bidders, the other successful bidders shall be responsible to reimburse the Lead bidder for its's pro rata share of the costs of development and maintenance of the site. If there are other future co-locators, the other future co-locators shall be responsible to reimburse the Lead bidder for its pro rata share of the costs of development and maintenance of the site. The Lead bidder shall also receive 50% of all gross income the Borough receives from the other successful bidders.

The Lead bidder shall commission an electromagnetic field (EMF) safety study and provide the results to the Borough prior to the memorialization of any required municipal approval or the issuance of a building permit.

In the event of a tie in the bidding between two or more bidders the order of priority between such bidders shall be determined by a coin toss made by the Director.

1.02 Obligation of Bidder to Inspect the Borough: Bidders shall, and hereby are directed to inspect the any and all portions of the Borough and any facilities of the Borough which may be relevant to the proposal set forth in these specifications and which may impact in any way on the bidder so that the bidder might make his, her or its own judgement with respect to all of the circumstances affecting the cost and the nature of the work to be performed. Any information provided by the Borough of Mountain Lakes herein is approximate and is not to be taken as binding. Bidders assume all patent and latent risks in connection therewith.

1.03 Specifications: Bidders are advised to carefully examine the General Specifications for the proposed services and make their own independent evaluation and judgement with respect to the circumstances affecting the cost and the manner of their performance.

1.04 Conditions of Service: The Borough of Mountain Lakes does not make any representations in connection with any of the materials which form part of the proposal.

Insofar as possible, the successful bidder in the performance of the services called for in this proposal must employ methods or means as will avoid interruption or interference with the operation of the affairs of the Borough of Mountain Lakes and shall likewise take the necessary steps to insure that during the course of performance there will be no unreasonable infringement on the rights of the public.

It is likewise understood and required that the successful bidder shall in the performance of the contract, employ methods which will not violate any applicable statutes, regulations or ordinances of the United States of America, the State of New Jersey, any subdivision thereof, or the Borough of Mountain Lakes.

1.05 Preparation of Bids: Each bidder must submit a bid for the entire amount called for in the various specifications and contract documents which form a part of this proposal. The failure to conform to this requirement will result in the classification of a bid as "irregular" and will render the bid subject to rejection. The attachment of any conditions, limitations or ancillary provisions by a bidder to his/her proposal will cause a similar classification and have a similar effect.

All bids must be submitted on the bid form. All bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, addressed to the Borough Administration as indicated on the Notice to Bidders.

All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough of Mountain Lakes. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

The Borough of Mountain Lakes reserves the right, in the exercise of its sole discretion, to reject any and all bids whenever the Borough Council determines that the rejection of the bid or bids is in the best interest of the Borough of Mountain Lakes. It likewise reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the General Specifications herein set forth. The determination of whether an error or departure is one of substance rests within the sole discretion of the Borough of Mountain Lakes.

1.06 Signature of Bidder: The firm, corporation, or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation, the title of the officer signing on behalf of the corporation must likewise be stated and proof shall be provided that the officer is authorized to sign on behalf of the Corporation. In the case of a partnership, the signature of at least one partner must follow the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the proprietorship submits or executes a bid for the firm, he/she shall attach thereto a notarized statement executed by the proprietor which designates him/her as an agent of the proprietorship authorized to execute and submit the bid in question.

1.07 Bidder's Affidavit: Each Bidder shall execute and deliver to the Borough of Mountain Lakes at the time of the submission of the bid, the Bidder's Affidavits on the forms attached hereto.

1.08 Consent of Surety: Each proposal shall be accompanied by a consent of surety from an approved surety company that is licensed to conduct business in the State of New Jersey; and the letter shall state that the surety therein mentioned agrees to furnish the required Performance Bond or other approved guaranty which is made a condition of the awarding of this contract. If the contractor proposes to secure the performance of the contract with a Letter of Credit, then there shall be submitted with the bid a letter from a bank licensed to conduct business in the State of New Jersey, executed by an authorized officer of the Bank, specifically stating that the Bank will furnish the required Letter of Credit which is made a condition of the awarding of this contract.

1.09 Bid Guaranty: Each bid must be accompanied by either a bid bond, cashier's check or a certified check in the amount of 10% of the total bid amount based on the first ten (10) year lease period, not to exceed \$20,000.00, submitted as an unconditional guaranty that in the event the bid of the maker is accepted and the service contract awarded to him/her or it, the bidder will duly execute the same. The performance of the service contract shall likewise be duly secured by the required Performance Bond.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized do business in the State of New Jersey and acceptable to the Borough of Mountain Lakes. The check or bond of the unsuccessful bidders(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the bid is awarded shall be retained until a lease is fully executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a lease pursuant to N.J.S.A. 40A:11-21.

1.10 Affirmative Action Affidavit: Each bidder will complete, sign and deliver, at the time of the submission of the bid an Affirmative Action Affidavit on the form specified.

1.11 Affidavit of Non-Collusion: Each bidder will complete, sign and deliver at the time of the submission of his/her or its bid an Affidavit of Non-Collusion on the form specified.

1.12 Performance Guaranty: Prior to the execution of the contract, the successful bidder will be required to furnish a Performance Bond for the faithful performance of the contract, effective for the full term of the contract, in an amount equal to the total contract price.

In lieu of a Performance Bond, the successful bidder may provide a Letter of Credit issued by a commercial bank licensed and authorized to do business in the State of New Jersey. Any Letter of Credit shall be for the full term of the contract, in an amount equal to the total contract price.

The performance guaranty, whether a Performance Bond or a Letter of Credit shall include a provision that the Performance Bond or Letter of Credit may not be revoked or repealed by the surety company or by the bank for any reason whatsoever, that it may not expire except after the

surety company or bank shall have given sixty (60) days advance written notice to the Borough Manager of the Borough of Mountain Lakes, which notice shall be sent by Certified Mail with copies to the Borough Clerk and to the Borough Solicitor. The Performance Bond or the Letter of Credit shall further contain no conditions which would impair the right of the Borough to demand and to receive the payment of the amount remaining on the Performance Bond or the Letter of Credit upon a determination by the Borough Council that the Contractor has failed to perform in accordance with the Specifications. The delivery of a certified copy of a Resolution adopted by the Borough Council determining that the Contractor has failed to perform in accordance with the Specifications and demanding payment under the terms of the Performance Bond or Letter of Credit shall be sufficient to require the payment under the Performance Bond or the Letter of Credit.

Agents of bonding companies which write bonds for the performance of this contract shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing the agent's authority to execute the particular type of bond to be furnished as well as the right of the surety company to do business in the State of New Jersey.

The bidder shall specify at the time of the submission of the bid whether the Performance Guaranty will be in the form of a Performance Bond or in the form of a Letter of Credit.

1.13 Qualification of Bidder: Each bidder shall furnish proof that he/she or it, or any parent, subsidiary or affiliated corporation of bidder has had at least five (5) years previous experience. The Borough of Mountain Lakes shall reject any bid if its investigation fails to satisfy the Borough that a bidder is qualified to carry out the obligations of the contract and to complete the services specified herein. Each bidder must complete and sign the Bidder's Questionnaire included herein and made a part of this proposal. Failure to complete, sign and deliver the Bidder's Questionnaire at the time of the submission of a bid will cause rejection of a bid.

1.14 Withdrawal or Modification of Bid Prohibited: No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the office of the Borough Clerk of the Borough of Mountain Lakes.

1.15 Disposition of Bid Guaranty: As soon as the (3) three apparent successful bidders have been selected, but in no event more than sixty (60) days from the date bids are opened, all deposits or bonds submitted with bids shall be returned to bidders, except that the deposits or bonds made by the three (3) apparent successful bidders shall not be so returned until the contract is awarded to and signed by the successful bidder. The responsible bidder to whom the contract award is made shall execute the service contract and furnish the required bonds or security for the performance of the service contract within sixty (60) days after receiving notice from the Borough of Mountain Lakes, that the bidder has been so selected. Upon the execution and delivery of the service contract and the furnishing of the required bonds or security for the performance of the contract, the deposits and bonds made by the other two (2) responsible bidders shall be returned to them. In case the bidder to whom the service contract award is made shall fail to execute and deliver the service contract and the necessary bonds within sixty (60) days after the award, the awards to that bidder shall be vacated and the bidder's deposit or Bid Bond shall be forfeited as

liquidated damages, or the Borough may, at its option, recover from the bidder the difference between the price of his/her bid and the amount of the service contract as shall be subsequently awarded, applying the deposit or Bid Bond on account thereof.

1.16 Interpretation: No interpretation of the meaning of the Instruction to Bidders, General Specifications or other contract documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of a written addendum to this proposal, which, if issued, will be mailed to all parties of record having received specifications. Failure of any bidder to receive any addendum shall not relieve the bidder of any obligation under his/her or its bid as submitted nor from any obligation to conform to the requirements herein or in any addendum set forth. Any and all addenda shall be signed by a bidder and returned as a part of the bid.

1.17 Award of Contract: Award of the contract, if made, will be made on or before the sixty (60) days following the opening of bids, to the highest responsible bidder whose bid complies in all respects with the requirements as stated herein.

The Borough of Mountain Lakes reserves the right to reject any or all bids if the Borough Council determines that it is in the interest of the Borough to do so. The Borough of Mountain Lakes also reserves the right to reject any bid where a bidder fails to furnish any of the documents required to be filed with the bid, or fails to furnish any pertinent information required or misstates or conceals any material fact or when the Borough of Mountain Lakes determines that a Bidder is not responsible. After bids have been opened and studied, the Borough reserves the right to choose that bid which it believes meets the best interests of the Borough, provided the bid complies in all respects with the requirements as set forth herein.

The Borough Council of the Borough of Mountain Lakes shall determine whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. The Borough Council of the Borough of Mountain Lakes may also require a bidder to show them his/her or its equipment, and every bidder in submitting a bid agrees to furnish all additional information which may be required by the Borough of Mountain Lakes.

1.18 Term of Contract: The Contract awarded hereunder shall be as is set forth in the proposed lease Agreement.

1.19 Bid: Each bidder will submit his/her or its bid on the Bid Form included in and made a part hereof.

1.20 New Jersey Corporate Status: All bidders are advised that the Borough of Mountain Lakes will verify corporate status with the New Jersey Secretary of State and that no contract will be awarded to any Corporation whose charter or authorization to do business in the State of New Jersey has been suspended or revoked.

1.21 Law Against Discrimination: All Borough of Mountain Lakes contracts prohibit the successful bidder from discrimination in the hiring of persons who are qualified and available to

perform work to which the contract relates by reason of race, creed, color, national origin, ancestry, or sex, in accordance with *N.J.S.A.* 10:2-1 through 10:2-4, including all amendments thereto. All bidders shall comply with the New Jersey Law Against Discrimination and all applicable regulations relative to affirmative action requirements.

1.22 Affirmative Action and Non-Collusion Statements: All bidders shall comply with the Affirmative Action Regulations adopted by the Treasurer of the State of New Jersey and applicable to all contracts with public agencies in the State of New Jersey. All bidders are notified that there is mandatory Affirmative Action language that must be included in all contracts. A copy of that language is attached to the bid specifications.

1.23 Disclosure Statement: All bidders shall complete and sign the Disclosure Statement relating to conflict of interest and setting forth all ownership interests in the bidder in accordance with the following standards:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds unless prior to the receipt of the bid or accompanying the bid, of the corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, or any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more stockholders or partners is/are a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

Failure to comply with the disclosure requirements will constitute good cause for the rejection of the bid submitted.

1.24 Failure to Execute Contract: Non-performance by the successful bidder, or failure of the successful bidder to execute the contract or meet Performance Bond requirements within ten (10) days after the Award of Bid, may result in the bidder's deposit being forfeited to the Borough as liquidated damages for the neglect, failure or refusal, and not as a penalty.

1.25 Indemnification of the Borough: The successful bidder (Contractor) shall indemnify and save the Borough of Mountain Lakes harmless from and against all suits, claims, actions, or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective material, furnished and delivered under the contract to be awarded hereunder, or by or on account of any act of omission or commission of any contractor, his/her, its or their agents or employees; and, in case any action shall be brought against the Borough of Mountain Lakes, the Contractor shall immediately take charge of and defend same at his/her, its or their own cost and expense. The Borough of Mountain Lakes may, if it so desires, defend the action and charge the expense of defense to the Contractor.

1.26 Addendum to Specifications: In the event that any clarification is determined to be necessary by the Borough Manager of the Borough of Mountain Lakes, an Addendum to these specifications will be issued and will be mailed by regular mail to each potential bidder who has requested a copy of these specifications.

1.27 Bidder Responsibility for Addendum: All potential bidders are advised that they will be held responsible for any Addendum, whether or not they actually receive the Addendum.

1.28 Arrangements for Transmittal of Addendum by telefax: Any potential bidder who wishes to receive any Addendum which may be issued by Telefax may make arrangements to do so by the payment of a non-refundable fee of \$25.00 to the Borough Clerk and any Addendum which may be issued will be transmitted by Telefax to the telephone number provided by the potential bidder to the Borough Clerk.

1.29 Schedule of Payments: The bidder shall propose a schedule of payments which shall reflect the schedule of work completed. The schedule proposed by the bidder shall be subject to approval by the Borough and shall provide for a 10% retention by the Borough until final acceptance of the performance of the bidder by the Borough.

1.30 FOR CORPORATIONS ONLY. Submit a Proof that the individual submitting the Bid is authorized to do so on behalf of the Corporation. Adequate proof shall include [a] Certified Copy of a Resolution Adopted by the Board of Directors Authorizing the Submission of the Bid and Authorizing the Appropriate Officer to Execute the Bid on Behalf of the Corporation or [b] an Affidavit submitted by a Corporate Officer that the individual submitting the bid is authorized to do so on behalf of the Corporation.

SECTION 2.00

GENERAL SPECIFICATIONS

Bidders are hereby advised that upon the award of the Contract, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, and the Specifications and all forms and affidavits pursuant thereto shall be a part of the Contract. Except as may otherwise hereinafter be set forth, the term "Contractor" shall mean the highest responsible bidder to whom the Contract has been awarded and has executed and delivered the contract to the Borough of Mountain Lakes.

2.01 Obligations of the Contractor: The Contractor shall, at his/her or its own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications, furnish all material, labor, and equipment for the installation of the Communications Tower as contemplated in the lease attached hereto as Schedule A. The Borough is soliciting bids for (i) the lease of real property owned by the Municipality upon which a "lattice-type" cellular tower is to be constructed by the successful highest bidder, (ii) the removal of the currently existing municipal antennae and tower, (iii) the relocation of the police and other municipal antennae upon the newly constructed lattice tower and (iv) the construction of an accessory building (approximately 8 feet by 10 feet) to house the necessary transmission equipment for the municipal antennae and all necessary wiring and connections for fully operational antennae and service.

The tower must be designed and constructed in a manner capable of providing cellular service throughout the entire Borough to the extent practicable. The maximum height shall be 150 feet, with the capability of expansion to approximately 160 feet. Further, the tower shall be capable of "co-location" of at least two other service providers.

2.02 Communications Tower and Lease - Minimum Bid: Bidders will be responding to the proposed Lease which is attached hereto and is made a part hereof. The minimum acceptable bid will provide for a payment to the Borough of Mountain Lakes during the initial ten (10) year period at the rate of Two Thousand Five Hundred (\$2,500.00) per month.

2.03 Notice to the Contractor: The residence or place of business designated in the bid or proposal upon which the Contract is founded is hereby designated as a place at which all notices, letters, and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail, and the Contractor shall be deemed to have received the notice. If the document in question has been addressed to the Contractor at the aforesaid address and has been deposited in a post-paid wrapper in any Post Office Box regularly maintained by the United States Post Office Department, the date of service of the Notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service, by mail as prescribed herein.

2.04 Competent and Skillful Workers to be Employed: The Contractor shall employ competent and skillful workers to perform the tasks called for by the terms of the Contract, and the Contractor shall furnish a list of all personnel to be employed to the Borough of Mountain Lakes if and when requested to do so.

2.05 Workers Compensation: The Contractor shall immediately, upon notification that it has been designated as the successful bidder, take out and subsequently maintain Workers Compensation Insurance with an insurance carrier acceptable to the Borough of Mountain Lakes in order to fully protect both the Contractor's employees and the Borough of Mountain Lakes as required by existing law, and Contractor shall make the necessary adjustments to the coverage in order to conform with any subsequent changes in the law which may occur during the term of the Contract.

2.06 Insurance: Contractor shall take out and maintain during the term of the Contract, at Contractor's own expense, the following policies of insurance:

- A. Public liability insurance for both Bodily Injury and Property Damage;
- B. Automobile Insurance for both Bodily Injury and Property Damage.

The aforementioned policies of insurance, which shall be maintained in amounts to be hereinafter set forth, shall be specifically designed to protect the Borough of Mountain Lakes from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operation of the Contractor in the performance of the Contract; whether the operations be controlled by the Contractor or by someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of the Contract.

All of the insurance policies required herein, including the Workers Compensation policy, shall be written with companies acceptable to the Borough of Mountain Lakes and authorized to do business in the State of New Jersey and shall be obtained and properly endorsed before any operations of the Contractor are commenced within the Borough of Mountain Lakes; and the policies shall remain in full force and effect until the expiration of the term of the Contract and the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall likewise deposit with the Borough either the original policies of insurance herein mentioned, or true and legible copies thereof.

The Borough Council may, but is not required, to accept appropriate self-insurance upon submission of proof, acceptable to the Borough Council that the contractor is capable of and has the financial resources to provide self-insurance. Any self-insurance shall require full indemnification of the Borough of Mountain Lakes, its officers and employees to the same extent as would be provided by an insurance policy, including the coverage for the costs of defense of claims as well as for the payment of claims.

Each and every policy of insurance herein mentioned including the Workers Compensation policy, and required pursuant to the terms of the Contract, shall carry with it an endorsement to

the effect that the insurance carrier will convey to the Borough of Mountain Lakes by certified mail written notice of any modifications, alterations, or of the cancellation of any policy or policies or the terms thereof, and the written notice shall be dispatched to the Borough of Mountain Lakes at least thirty (30) days prior to the effective date of any modification, alteration, or cancellation.

Each and every policy of insurance herein mentioned, including the Workers Compensation policy, shall include the Borough of Mountain Lakes as an additional named insured on the policy, to the extent that its interest may appear.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Borough of Mountain Lakes from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damage or any other element of damage which may be incident to the same. This insurance coverage shall likewise extend to and include, all direct or indirect employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the services to be rendered by the Contractor pursuant to the terms of the Contract.

The amounts of the aforesaid insurance coverage shall be as follows:

A. Public Liability Insurance policy shall be in an amount of not less than \$2,000,000.00 for personal injuries, including wrongful death, to any one person, and, subject to the same limit for each person, in an amount not less than \$5,000,000.00 on account of one accident, and the policy shall contain property damage insurance coverage in an amount not less than \$500,000.00 for each incident, and for an aggregate limit of not less than \$500,000.00.

B. The coverage of all automobile insurance shall provide that the coverage for each automobile, truck, vehicle, or other equipment used in the performance of this contract shall be in an amount no less than \$1,000,000.00 for personal injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount of not less than \$2,000,000.00 on account of one accident.

C. Property Damage Insurance with respect to each motor vehicle, or other equipment used in the performance of this contract shall provide for coverage in an amount of not less than \$500,000.00 on account of any one accident.

2.07 Correction of Breaches of Non-Performance: In the event that the Contractor is notified of a default of the Contract and the default or failure shall be uncured for a period of five (5) consecutive scheduled working days, the Borough may, at its option, declare this contract in default.

The foregoing option of the Borough is cumulative to its other legal and equitable rights; therefore, upon any material breach hereunder, the Borough may likewise have the option of simply notifying the Contractor's surety on its Performance Bond of the contractor's obligations

hereunder or forfeit the penal amount of its bond, or the Borough may likewise at that time immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason for the breach.

It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike; lockout; destruction of or damage to or interruption, suspension or interference with fires, explosions or other matters beyond the reasonable control of the Contractor; restraints of government, lawful order of court, administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or permits; changes in laws, regulations or ordinances or emergency, the Contractor shall not be considered in default or breach of the Contract by reason thereof, provided, however, that the Borough of Mountain Lakes's cost of performing the work specified in the Contract to be done during the period shall be charged to the Contractor as in the case of a default by Contractor.

2.08 Payments to the Borough: All payments shall be made in accordance with the terms in the proposed Lease which is attached hereto as Schedule A.

2.09 Assignment: Neither the Contract nor the Lease nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm or corporation, except upon the prior written consent and approval of the Borough of Mountain Lakes: Any assignment shall not release the successful bidder from any liability under the Contract.

2.10 No Waiver of Contract: No violation, breach, or failure of performance shall be deemed to be waived by the Borough of Mountain Lakes because of payment, nor shall there be deemed to be a waiver by the Borough of Mountain Lakes of its right to cancel the Contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions herein contained.

SECTION 3.00

EQUIPMENT AND PERSONNEL

3.01 Equipment and Personnel: The Contractor shall file with the Borough Manager a list of all personnel and equipment to be used in the performance of the Contract, with identification information. Any changes shall be promptly reported to the Borough Manager so that at all times the record will be correct and accurate.

3.02 Offensive Employees: The Borough Manager, or an authorized representative, may request appropriate disciplinary action on any employee for one or more of the following offenses during working hours; and, the Contractor shall comply with that request as promptly as possible:

- a. Intoxication.
- b. The use of loud, profane, vulgar or obscene language.
- c. The soliciting of gratuities or tips from the public for service to be performed hereunder.
- d. Any act which may constitute a public nuisance in the performance of this contract.

3.03 Contingencies: Nonperformance of its obligations by the Contractor may, at the option of the Borough, be sufficient cause for the Borough to terminate the contract and/or to require performance under the performance guaranty of the Contractor provided; however, that the option shall not be exercised if the nonperformance is caused by: a strike or strikes or other labor disputes of the employees of the Contractor which prevent operation for a period not exceeding five (5) continuous days; legal acts of duly constituted public authorities, other than the Borough if the acts are not provoked by any act of omission or commission by the Contractor; any Act of God and/or Nature; civil disturbances and/or war.

Nonperformance by the Contractor for whatsoever nature and regardless of whether it is substantial, shall be just cause at the option of the Borough for a deduction by the Borough at the rate of \$250.00 for each business day of nonperformance, except for

- a. The first two (2) consecutive business days or parts thereof of a bonafide strike or labor dispute as aforesaid by Contractor's employees; and/or
- b. The first five (5) consecutive business days or parts thereof of Acts of God and/or Nature as a result of which the Contractor is unable to perform.

BID PROPOSAL

The undersigned, having carefully inspected the Borough of Mountain Lakes, either personally or through its duly authorized representatives, and also having carefully read and examined the Instructions to Bidders, Lease, Co-Location Agreement, Affidavits annexed to Proposal and Specifications, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with the requirements and to furnish all labor, equipment, services and facilities in accordance with the Specifications.

The consideration which the undersigned required and proposed for performance is as follows:

Annual Rental to be paid to the Borough
during the Initial 10 year term of the Lease

\$ _____

[Minimum initial annual rental
acceptable is \$30,000.00,
payable at the rate of \$2,500.00 per month]

There is enclosed herewith a bid bond, Letter of Credit, cashier's check or certified check, drawn to the order of the Borough of Mountain Lakes, in the amount of ten percent (10%) of the estimated total bid price, not to exceed \$20,000.00; and duly executed consent of surety from an approved surety company licensed to conduct business in the State of New Jersey agreeing to furnish the Borough of Mountain Lakes the required performance and completion bond or a duly executed letter from a commercial bank licensed to do business in the State of New Jersey agreeing to furnish a Letter of Credit as set forth in the specifications upon the award of the contract.

It is understood that the bid bond, Letter of Credit, cashier's check or certified check is submitted and shall be subject to the terms and conditions stipulated in the specifications and in this proposal.

Also enclosed are all properly signed and sealed ORIGINAL documents described in the Schedule of Contract Documents that accompanies this form.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive, that it is not a sham; directly or indirectly, with any person or bidder, to submit a sham bid, or that the other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder; or to secure any advantage over the Borough of Mountain Lakes or any person interested in the proposed contract; and further, that

the bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that no Borough official or employee of the Borough is interested, either directly or indirectly, in the bid or any portion of the bid, nor is the contract or any part of the contract which may be awarded to the undersigned on the basis of the bid.

Dated: _____, 2000

Bidder: _____

Type of Entity: _____

Address: _____

Contact Person: _____

Telephone number: _____

Signature of Bidder: _____

Print name of Signer: _____

Title of Signer: _____

Note: If the bidder is a corporation, a corporate seal must be affixed and attached hereto; and there shall be attached a certified copy of a Resolution adopted by the Corporate Board of Directors indicating that the Officer signing the proposal has the authority to make the proposal and submit it for the Corporation.

NON-COLLUSION AFFIDAVIT

The undersigned bidder hereby specifically certifies that, to the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and the removal from bid list.

The undersigned bidder further certifies that the undersigned has the necessary authority to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners, and officers of the bidder.

This certification may be treated for all purposes as if it were a sworn statement made under oath and is made subject to the provisions of law, relating to the making of false statements.

[Signature]

[Print name and title]

[Company name]

[Address]

Dated: _____, 2000

Subscribed and sworn before me this ___ day of _____, 2000.

[Notary Public]
My Commission expires _____ 20__.

BIDDER'S AFFIDAVIT

I, _____, being duly sworn, depose that he/she resides at

and that he/she is the _____ of _____
[Title] [Name of Bidder]

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

[Signature of Affiant]

Subscribed and sworn before me this __ day of _____, 2000.

[Notary Public]
My Commission expires _____, 20__.

BIDDER'S QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of his, her or its bid, and failure to answer all questions will render the bid as irregular and non-responsive.

1. Is the bidder incorporated? Yes _____ No _____
If so, under what name? _____
If so, in what State? _____
2. In what geographic area do you operate? _____
3. How many years has your organization been in business? _____
4. Is your company associated with, affiliated with, or substantially controlled by any other entity directly and/or indirectly (Yes ___ No ___) if the answer is yes, provide details [attach additional pages as needed to provide a full and complete response].
5. Provide and attach to this questionnaire the following:
 - a. Competency: Statements setting forth the bidder's general line of business, technical organization, summary of past experience, and specific descriptions of projects similar in size and geographic location. The descriptions of the similar projects shall include the names of the contracting authority, the name of a contact person, their address and phone number.
 - b. Financial Statement: The bidder shall provide the Borough with financial information sufficient to demonstrate the financial capacity of the bidder to meet the obligations undertaken by the lease agreement.
6. Have you or your organization, or any partners or officers thereof, failed to complete a municipal contract or defaulted under any contract? If so, where?
7. Have you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal contract withdrawn any bid? If so, for what reason?
8. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal contract, attempt to sell the bid? If so, for what reason?
9. Provide as references municipalities in which the bidder has a communications tower and the names of the responsible municipal official in each. The bidder must list all New Jersey municipalities in which a communications tower has been installed during the past five [5] years. The bidder may provide other municipal references at the option of the bidder. At least three [3] references must be provided.

Reference No. 1

Municipality _____

Key Contact _____

Telephone Number _____

Address _____

Date Installed _____

Reference No. 2

Municipality _____

Key Contact _____

Telephone Number _____

Address _____

Date Installed _____

Reference No. 3

Municipality _____

Key Contact _____

Telephone Number _____

Address _____

Date Installed _____

10. Have you or your organization, or any partners or officers thereof been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

11. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers thereof? If so, give details, including the name and address of each judgment creditor, and the amount of each judgment.

[Signature]

[Print name and title]

[Company name]

Dated: _____, 2000

Acknowledgment

I, _____, being duly sworn according to law upon my oath depose and say:

1. I am the person named above and am the person who actually answered and am responsible for the answers to the questions on the Bidder's Questionnaire.
2. I am duly authorized to respond to the questions on behalf of the bidder.
3. I have read the foregoing questions and the answers which I have submitted in response thereto.
4. All of the answers are true, complete and correct in all respects to the best of my knowledge, information, and belief.

[Signature of Affiant]

Subscribed and sworn before me this ___ day of _____, 2000.

[Notary Public]
My Commission expires _____ 20__.

BID FORMS

MANDATORY AFFIRMATIVE ACTION LANGUAGE

Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of P.L.1975, c. 127, and of 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 of the State of New Jersey pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L.1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

which engages in direct or indirect discriminatory practices.

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

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, race, creed, color, national origin, ancestry, marital status or sex, 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 [in the New Jersey Department of the Treasury] as may be requested by the office from time to time in order to carry out the purpose of these regulations and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the *New Jersey Administrative Code* (N.J.A.C. 17:27).

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

_____ Partnership _____ Corporation _____ Sole Proprietorship

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

This statement must be submitted with the bid documents. Attach additional pages as needed in order to provide a full and complete statement. Failure to complete and submit this Statement will result in rejection of the bid.

[Signature]

[Print Name and Title]

Dated: _____ 2000

COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS

All contractors of the Borough shall comply with all requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of the Borough for construction, alteration or repair of public works. A summary of these laws relating to Prevailing Wages as follows:

1. Every contract in excess of \$2,000.00 for any public work shall contain a provision stating the prevailing wage rate which can be paid to the workmen employed in the performance of this contract and the contract shall contain a stipulation that such workmen shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any workman, employed by the contractor or any subcontractor covered by said contract, has been paid rate wages less than the prevailing wage required to be paid by such contract, the public body may terminate the contractor's or subcontractor's right to proceed with the work. The contractor and his sureties shall be liable to the public body for any excess cost occasioned thereby.
2. Every contractor and subcontractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each workman employed by him in connection with a public work and such records shall be preserved for 2 years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.
3. Contractors and subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classifications in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.
4. Before final payment is made by or on behalf of any public body, the contractor and subcontractor shall file written statements certifying to the amounts them due to any and all workmen for wages due on account of the public work, which statement shall be verified by the oath of the contractor or subcontractor; provided, however, that nothing herein shall impair the right of a contractor to receive final payment because of the failure of any subcontractor to comply with provisions of this act.
5. Any employer who fails to make, keep, and preserve any records as required under the provisions of this act, or falsifies any such record, or refuses to make any such record accessible to the commissioner upon demand, or pays or agrees to pay wages at a rate less than the rate applicable under this act or otherwise violates any provision of this act shall be guilty of a misdemeanor.
6. The public body awarding any contract shall first ascertain the list of names of contractors or subcontractors who have failed to pay prevailing wages, and no contract shall be awarded to any firm on the list.

7. The prevailing wage rate as determined by the Department of Labor and Industry in the State of New Jersey for the workmen assigned to a public contract is available in the office of the Borough Manager. Any contractor or bidder wishing information on this rate must request this information from this office.

[Signature]

[Print name and title]

[Company name]

[Witness]

Dated: _____, 2000

NOTICE

TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992, Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-55.25 et seq. requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project, each payroll period within ten (10) days of the payment of wages. The public body shall receive, file, and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, New Jersey 08625-0389, telephone (609) 292-2259.

COMMUNICATIONS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT made as of this _____ day of _____, 2000 by and between **The Borough of Mountain Lakes**, a municipal corporation, with principal offices located at the Municipal Complex, 400 Boulevard, Mountain Lakes, New Jersey ("Borough") or ("Landlord"), and _____, with principal offices located at _____, ("Lessee") or ("Contractor").

WITNESSETH

WHEREAS:

- A. Borough is the owner in fee simple of the property known and designated as 400 Boulevard, Mountain Lakes, New Jersey, also known as Block 21, Lot 38 on the official tax map of the Borough of Mountain Lakes, County of Morris, being more particularly described in Exhibit "A" attached hereto and made a part hereof ("The Premises"), and as amended pursuant to a survey of the property to be performed by the Borough Engineer .
- B. Lessee desires to lease a portion of the Premises from Borough and to construct thereon a Communications Tower on which will be installed certain antennae, and appurtenant improvements, the location of which is more particularly described on Exhibit B, attached hereto and made a part hereof. The lease shall be based upon a survey of the property to be performed by the Borough Engineer and provided to the Borough Council and the Lessee.
- C. In consideration thereof, Borough is willing to lease to the Lessee that portion of the premises described in Schedule B for the construction, maintenance, repair, replacement and operation of federally licensed radio transmitting and receiving equipment and other associated equipment and improvements in connection with its wireless communications business, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Lessee, source of electric and telephone facilities. (Lessee's antennas and communications equipment are sometimes hereinafter referred to collectively as "Lessee's Facilities").

The Leased Premises shall include a location for installation of a lattice-type tower for wireless communications antenna array and associated cabling, a base equipment shelter and space on Premises for running of utilities lines, transmission lines, other cables and all necessary appurtenances, including out limitation generators and fuel storage tanks. In connection therewith

Lessee has the right to do all work necessary for preparing, maintaining and altering Leased Premises for Lessee's business operations and for installing, removing, replacing and modifying a personal communications service system facility. All of Lessee's installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall pay for the electricity and any of the utilities it consumes in its operations. If permitted by the local utility company servicing the Leased Premises, Lessee shall furnish and install an electrical submeter at the Leased Premises for the measurement of electric power used by Lessee installation. Lessee shall pay for such power consumption thirty (30) days after receipt of invoice from Landlord indicating the usage amount. The Landlord makes no representations regarding the availability of utilities at the leasehold premises; and

D. Lessee shall also remove the currently standing municipal antennae tower and install upon the Communications Tower the radio antenna or antennae, and necessary accessory building to house transmission equipment, for use by the Police Department and other municipal departments of the Borough of Mountain Lakes and ensure that these antennae are fully operational and in service; and

E. Borough and Lessee desire to enter into this lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. DEMISE

1.1 Borough hereby leases to Lessee and Lessee hereby leases from Borough that portion of the Premises more particularly described on Exhibit B (the "Leased Premises") attached hereto and made a part hereof, upon the terms and conditions herein contained.

1.2 Borough hereby grants to Lessee a nonexclusive easement during the Term (hereinafter defined) for ingress and egress to the Leased Premises upon and across the Premises, including all roads and drives located or to be located thereon, for the movement of men, machinery, vehicles and equipment for the purpose of constructing, operating, repairing and maintaining the Leased Premises and Lessee's Facilities. The access for operation, repair and maintenance shall be on a 24-hour a day, 365 days a year basis. Lessee shall also have the right in common with others to use any parking spaces, roads and driveways located on the Premises which are nearby the Leased Premises. Borough agrees that Borough shall not have access to the Leased Premises, except as necessary for the construction, operation, repair and maintenance of Borough's Facilities, at any time during the Term (hereinafter defined). Borough shall provide two (2) days prior written notice to Lessee of Borough's proposed entry into the Leased Premises, and such entry shall be made only while accompanied by a representative of Lessee. Borough retains the right to perform normal Borough inspections of the Leased Premises, subject to the notice and entry requirements set forth above.

1.3 Lessee acknowledges that the Borough has invited bids which allow for co-location on the Leased Premises. Landlord may elect to provide for the simultaneous leasing of the Leased Premises to other Tenants, under a Lease identical in form as this Lease, except as to the accepted rent bid for each Tenant. If Landlord accepts such co-location bids, there shall be attached to this Lease and other Leases signed by the Tenant; other Tenants and the Landlord, a Co-Location Agreement in the form attached as Exhibit "C". This Exhibit, among other things, describes how the Tenant and other Tenant(s) shall share, divide, allocate, contribute to and/or bear responsibility for (i) the cost of making any improvements to the leased premises; (ii) the ownership and depreciation of any improvements to the leased premises; (iii) the cost of maintenance, repair and restoration of the leased premises; (iv) the use of the improvement; (v) non-interference with operation of other Tenants. In the event that there are less than three successful bidders for the three elevations contemplated in the Co-Location Agreement, any future leasing by Landlord of these two location, or either of them, shall be subject to the terms of the Co-Location Agreement and each other Tenant shall pay to the Lead Tenant its proportionate share of the costs which would have been apportioned to the second and third successful bidders pursuant to the Co-Location Agreement less such depreciation attributable to time as allowed by the Internal Revenue Code.

1.4 The Borough grants to the Lessee the right to survey the property and the survey, after review and approval by the Borough Engineer, shall become a part of this lease and shall control in the event of any discrepancy between the survey and the Exhibits attached hereto. The costs for the preparation of the survey and the review by the Borough Engineer shall be borne by the Lessee.

2. TERM

The term of this Lease (the "Term") shall be for ten years, with the option of renewing the lease for three successive periods of five years each. The Term shall commence on the first day of the calendar month following issuance of a building permit to the Lessee by the Borough of Mountain Lakes.

3. LEASE CONSIDERATION

As consideration for Borough's lease of the Leased Premises to Lessee, Lessee shall pay to the Borough an annual rental of \$30,000.00 payable in twelve (12) equal monthly installments of \$2,500.00 each on the first day of each month, in advance, to the Borough of Mountain Lakes, beginning with the first day of the calendar month following issuance of a building permit to the Lessee by the Borough of Mountain Lakes.

The lease consideration shall be adjusted every year and increase by an increment equal to four percent (4%) of the prior year's rent on each anniversary of the commencement of the lease

The rental for the first ten (10) year period shall be guaranteed to the Borough of Mountain Lakes. The lease shall automatically extend for three subsequent periods of five (5) years unless the Borough or the Lessee shall give to the other written notice of an intent not to renew at least six (6) months prior to the end of the then current term.

In the event that neither the Borough nor the Lessee shall have given notice to the other at least six (6) months prior to the expiration of the final five (5) year term of the lease, then the Agreement shall continue in force for a further term of one (1) year and for annual terms thereafter until terminated by either party by giving of written notice to the other of its intention to terminate the lease at least six (6) months prior to the end of the term. The monthly rental for each annual extension shall be equal to the monthly rental for the last month of the preceding term, adjusted for a cost of living increase of five (5%) percent.

4. CO-LOCATION

4.1 It is the intent of the parties that this Lease Agreement is a non-exclusive agreement which anticipates utilization of the tower by other Lessees for wireless communication purposes. The Lessee's operation should occur to the greatest degree possible so as not to interfere with other users on the premises. The Landlord will not permit the installation of any future equipment which results technical interference problems with the Lessee's or other Lessees, then existing equipment.

4.2 In the event the Lessee is the highest or only bidder, it shall be considered the Lead bidder and shall be responsible for the removal of the existing municipal antennae tower, relocation of the municipal antennae and assurance of fully operational service, as well as the construction and maintenance of a new 150 foot lattice-type tower and other common areas on the site. However, all successful bidders/lessees shall be responsible for the installation and maintenance of its own antennas and equipment. If there are other successful bidders/lessees, the other successful bidders/lessees shall be responsible to reimburse the Lead bidder for its pro rata share of the costs of development and maintenance of the site. If there are other future co-locators, the other future co-locators shall be responsible to reimburse the Lead bidder for its pro rata share of the costs of development and maintenance of the site. The Lead bidder shall receive 50% of all gross income the Landlord receives from the other successful bidders/lessees. In addition to this Lease Agreement, Lessee must execute a Co-Location Agreement in the same form as attached to Notice of Bid issued by Landlord.

5. USE OF THE LEASED PREMISES

5.1 Lessee shall have the right to use the Leased Premises for the purpose of constructing, installing, maintaining and operating a communications facility together with other uses involving the transmission and/or receiving of radio and microwave signals and uses incidental thereto together with all necessary connecting appurtenances, or, with the written consent of Borough, for any other use as may be permitted by applicable law.

5.2 Lessee may place upon the Communications Tower, at Lessee's sole cost and expense, its own cellular antenna and microwave dish and appurtenances and may install a perimeter chain link or similar security fence around the Communications Tower, all in accordance with applicable laws. Lessee shall be solely responsible for obtaining all Federal, State, County and municipal approvals, licenses, resolutions, variances, zoning permits, certificates, and such other permits (collectively the "Permits") as are necessary to construct the Construction Project and

operate and maintain the Lessee's Facilities.

5.3 Lessee shall, at its own expense, maintain the Leased Premises in a safe condition, in good order and repair. Lessee will not leave debris at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

5.4 It is understood that Lessee's ability to use the property is contingent upon its obtaining after the execution date of this Lease all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit the Lessee use of the property as set forth in this Agreement. The Borough will cooperate with the Lessee in its effort to obtain the approvals and will take no action which would adversely affect the status of the Property with respect to the proposed use by the Lessee.

5.5 In the event that the Lessee is unable to obtain the necessary approvals or the soil boring tests are found to be unsatisfactory to the Lessee, the Lessee shall have the right to terminate this Agreement. Notice of the Lessee's exercise of its right to terminate shall be given to the Borough in writing, by certified mail, return receipt requested, and shall be effective upon receipt by the Borough. All rentals paid to the termination date shall be retained by the Borough. Upon termination this Agreement shall become null and void and all of the parties shall have no further obligations including the payment of money to each other.

6. COOPERATION AND GOVERNMENTAL APPROVALS

Borough shall fully cooperate with Lessee in its effort to obtain the Permits, including but not limited to joining in the execution of any applications or documents as may be necessary in such regard. The costs shall be borne by Lessee.

It shall be the obligation of the Lessee to make application to the Mountain Lakes Planning Board for site plan review and approval and to bear all costs related to that application, including all costs of review of the plans by the Borough Engineer. It is further the obligation of the Lessee to apply for and receive all other governmental approvals which may be required and to bear the cost of all such applications.

7. INSURANCE

7.1 Lessee shall obtain and keep in effect through the Term an insurance policy or policies, or, at the discretion of the Borough Council, an approved self-insurance program, providing general public liability insurance against claims for personal injury (including death) and, at Borough's option, property damage in a blanket amount of not less than \$3,000,000 per occurrence.

7.2 Borough shall be named as an additional insured on Lessee's liability policy. If requested by Borough, but not more than annually, Lessee shall provide Borough with evidence that the insurance required by paragraph 7.1 is in effect.

8. UTILITIES

8.1 Lessee shall be responsible at its sole cost and expense for bringing utilities to the Building and causing an electric meter to be installed. Borough, at its sole cost and expense, shall have a separate meter installed to measure Borough's use of electricity in connection with Borough's Facilities. Each party shall be responsible for paying for the electricity and other utilities used in connection with the operation of its respective equipment.

8.2 Lessee shall pay for all utility services used at the Leased Premises, excluding Borough's Facilities, as well as for the power needed to operate Lessee's Facilities.

9. TAXES

9.1 Lessee shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Leased Premises, if any, which become due and payable during the term of this Agreement as a result of Lessee's use of the Leased Premises. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Lessee shall pay all taxes on its personal property on the Leased Premises. The Lessee shall have the right to file an appeal in a court of competent jurisdiction for any imposition of taxes imposed pursuant to this paragraph.

9.2 Lessee shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee in relation to the taxes owed or assessed against Lessee on the Leased Premises.

10. REMOVAL OF LESSEE'S EQUIPMENT

At the expiration or termination of the Term, Lessee shall, at the option of the Borough, either [1] remove all its Lessee's Facilities, including the communications tower, from the Leased Premises or [2] remove that portion of its Lessee's Facilities determined by the Borough to be removed and to donate to the Borough that portion of the Lessee's Facilities which the Borough determines to be of use to the Borough and which the Borough is agreeable to accepting. Any cost of removal shall be the exclusive obligation and responsibility of the Lessee. Lessee shall surrender the Leased Premises to Borough in the condition in which it is upon commencement of occupancy by Lessee, except for reasonable wear and tear and except for such portion of the facilities which are to be accepted by the Borough. Notwithstanding the above provisions, nothing herein shall prevent the Lessee from removing its antennas from the communications tower or its equipment from the building, or from removing the building if the building is a relocatable, reusable structure.

11. QUIET ENJOYMENT

11.1 Borough covenants, represents and agrees that Borough is the owner of the Premises free and clear of all liens and encumbrances, and has the full right, power and authority to enter into, execute and deliver this Lease. Further, if applicable, the undersigned individuals represent that they are officers or representatives of Borough, and have the right, power and authority to bind Borough.

11.2 Borough covenants and agrees that Lessee, on paying the rent and performing the conditions and covenants herein, shall and may peaceably and quietly have, hold and enjoy the Leased Premises and the rights herein granted for the Term.

12. MANAGEMENT OF SITE ENGINEERING

12.1 Tenant acknowledges that Landlord will not be held liable or responsible for interferences to Tenant's operating frequency due to circumstances beyond Landlord's control, including any interference caused by co-Tenant's operation under any Co-Location Agreement. Furthermore, Landlord will not be liable or responsible for interferences with Tenant's operation due to any subsequent changes made by Tenant in its existing or other equipment which may change the levels of frequency on the Leased Premises. Tenant further acknowledges that Landlord cannot be liable or responsible for any interference caused by lawful operation of municipal radio antennae.

12.2 Landlord shall not construct, or allow to be constructed, any structure or other improvement which would interfere with Tenant's use and enjoyment of the Leased Premises.

13. ASSIGNMENT

13.1 Borough may assign this Lease upon written notice to Lessee and said assignee will be responsible to Lessee for the performance of all the terms and conditions of this Lease.

13.2 Borough agrees that, after completion of the Construction Project, Lessee may assign all rights, benefits, duties and obligations under this Lease by giving Borough written notice, subject to the consent of Borough, which consent shall not be unreasonably withheld. If such assignment is consented to and made, Lessee shall be relieved of all future liabilities hereunder and Borough shall look solely to such assignee for the performance of this Lease after assignment.

13.3 Lessee shall have the right to grant licenses to others to use the Leased Premises and to use and enjoy the rights and easements herein granted to Lessee, with the consent of Borough, which consent shall not be unreasonably withheld, and provided that such license does not interfere with Borough's use of the Construction Project or of Borough's Facilities.

14. MEMORANDUM OF LEASE

Upon request, Borough agrees to execute a memorandum of this Lease in recordable form which Borough or Lessee may record in the recording office of the County in which the Premises is located.

15. DEFAULT AND LANDLORD'S REMEDIES.

In the event there is a default by the Lessee with respect to the provisions of this Agreement or its obligations under it, including the payment of rent, the Landlord shall give Lessee written notice of such default. Each of the following shall be deemed a default and a breach of this Lease:

- a. Non-payment of rent, including any adjustments in rental amount as required hereunder, due hereunder for a period within ten (10) days after receipt of notice of such failure from the Landlord;
- b. Failure to perform any other covenant for a period of ten (10) days after receipt of such notice from Landlord specifying the failure. No such failure, however, shall be deemed to exist if Tenant shall have commenced good faith efforts to rectify the same within such ten (10) day period and provided such efforts shall be prosecuted to completion with reasonable diligence;
- c. Any vacating or abandonment of the Leased Premises by Tenant for more than three (3) consecutive months unless ordered to do so by duly authorized legal authority or other case beyond Tenant's reasonable control. It is understood that the tower and the transmission building are unmanned facilities requiring only periodic maintenance by Tenant. Failure of Tenant to have physical manpower on site in the absence of other indicia of abandonment shall not constitute a default;
- d. In the event there is any default by the Tenant hereunder, Tenant, upon demand of Landlord, and consistent with any Co-Location Agreement, hereby agrees to vacate the Leased Premises and to remove all equipment associated therewith. In the event that the Landlord is required to institute any legal proceedings to enforce any remedies, including payment of rent or eviction of Tenant, Tenant understands and agrees that it shall be liable for all reasonable attorney's fees, costs and expenses that may be incurred by Landlord in enforcing its rights hereunder.;
- e. Tenant's bankruptcy or assignment for the benefit of creditors.

After receipt of such written notice of such default, the Lessee shall have fifteen (15) days in which to cure any monetary default, provided and thirty (30) days in which to cure any non-monetary default, provided the Lessee shall have such extended period as may be required beyond the thirty (30) days and the Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Landlord may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to use the same within the time periods provided in this paragraph.

16. TERMINATION

This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Landlord no later than sixty (60) days prior to the Commencement Date; or (iii) by Lessee if it does obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee utilities; or (iv) by Lessee if Lessee is unable to occupy utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines, in its sole discretion, Lessee will be unable to use the site.

17. ACCEPTANCE OF PREMISES.

By taking possession of the Leased Premises, Lessee accepts the premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Land shall not be liable for any latent or patent defect in the Premises.

18. ESTOPPEL CERTIFICATE.

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

19. TESTS AND CONSTRUCTION.

Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Leased Premises for the purposes of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Antennae Facilities. Upon Lessee's request, Landlord agrees to provide promptly to Lessee copies of all plans, specifications, surveys and maps for the Premises.

20. NOTICES.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

With a copy to:
Sears, Sweeney & Marcickiewicz, Esqs.
89 Diamond Spring Road
Denville, NJ 07834

If to Lessee, to:

21. MISCELLANEOUS.

A. Landlord and Lessee represent that each, respectively, has full right, power, and authority to execute this Agreement.

B. This Agreement and any Co-Location Agreement executed by the parties constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

C. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

D. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

E. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect

This lease was executed as of the date first set forth above.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Lease Agreement to be duly executed as of the date first above written.

Borough of Mountain Lakes
a Municipal Corporation of the
State of New Jersey

Attest

Borough Clerk

(Borough Seal)

Attest:

By: _____

Mayor

Lessee:

By: _____

Name:

Title:

EXHIBIT A

Site Description

Site situated in the Borough of Mountain Lakes, County of Morris, State of New Jersey commonly described as follows:

400 Boulevard, Mountain Lakes, New Jersey also known as Block 21, Lot 38 on the Official Tax Map of the Borough of Mountain Lakes.

Legal Description: TO BE PROVIDED AT THE TIME OF CONTRACT.

Sketch of Site: SEE ATTACHED

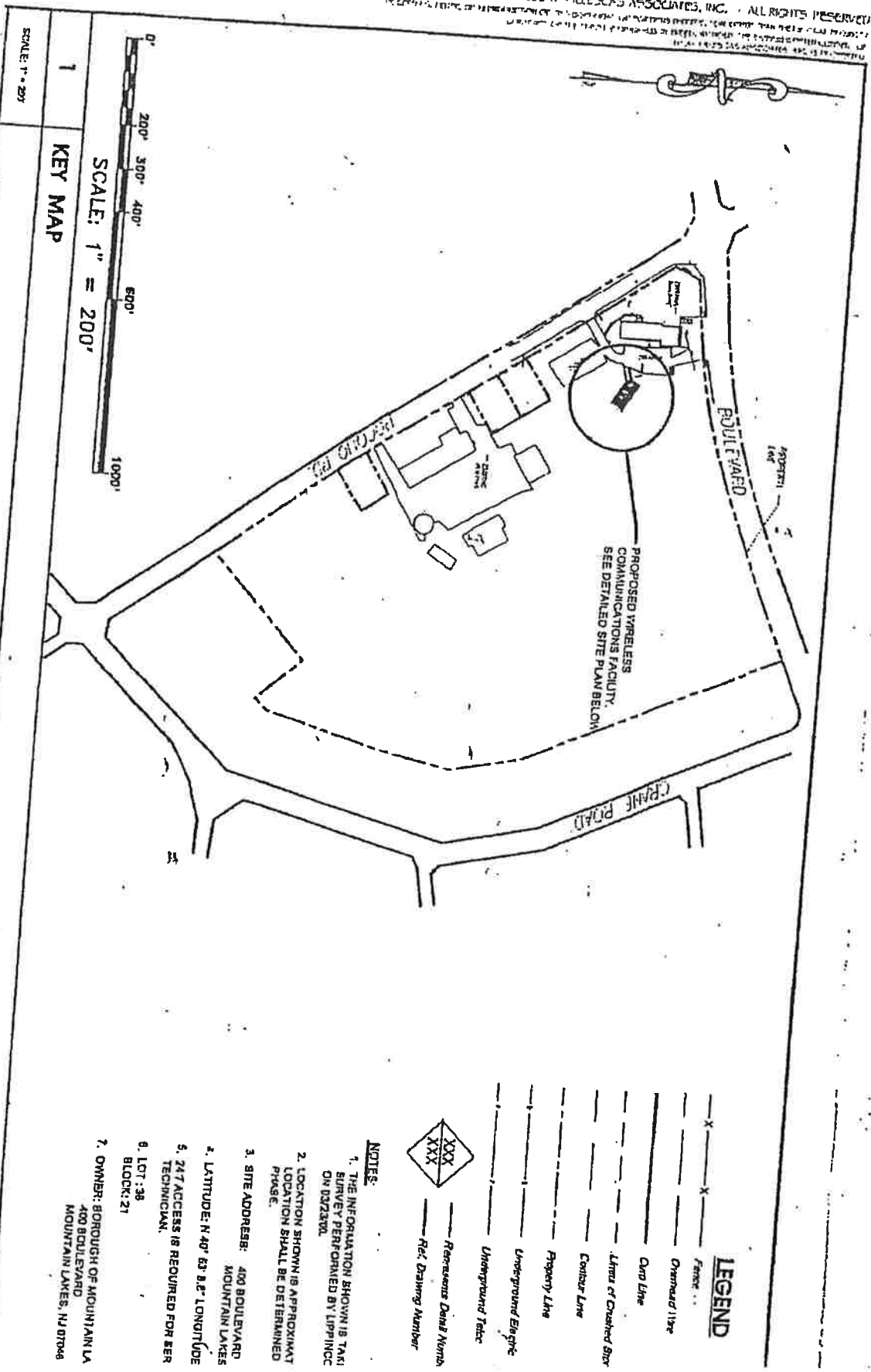
Owner's Initials: _____

Lessee's Initials: _____

Note: Owner and Lessee may, at Lessee's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

Exhibit A

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SCALE: 1" = 200'

SCALE: 1" = 200'

KEY MAP

LEGEND

- X — X Fence
- — — — — Overhead Line
- — — — — Gas Line
- — — — — Lines of Crushed Br
- — — — — Contour Line
- — — — — Property Line
- — — — — Underground Electric
- — — — — Underground Water
- — — — — Remnants Dental North
- — — — — Ret. Drawing Number

NOTES:

1. THE INFORMATION SHOWN IS THE SURVEY PERFORMED BY LIPPINCOTT OR DERIVED THEREFROM.
2. LOCATION SHOWN IS APPROXIMATE LOCATION. PHASE SHALL BE DETERMINED BY THE ENGINEER.
3. SITE ADDRESS: 400 BOULEVARD MOUNTAIN LAKES
4. LATITUDE: N 40° 53' 5.2" LONGITUDE: 74° 17' 38.0"
5. ZAT ACCESS IS REQUIRED FOR EER TECHNICIAN.
6. LOT: 38
7. BLOCK: 21
8. OWNER: BOROUGH OF MOUNTAIN LAKE 400 BOULEVARD MOUNTAIN LAKES, NJ 07066

EXHIBIT B
Description of Leased Premises

Site situated in the Borough of Mountain Lakes, County of Morris, State of New Jersey commonly described as follows:

400 Boulevard, Mountain Lakes, New Jersey also known as Block 21, Lot 38 on the Official Tax Map of the Borough of Mountain Lakes.

Legal Description: TO BE PROVIDED AT THE TIME OF CONTRACT.

Sketch of Site: SEE ATTACHED.

Owner's Initials: _____

Lessee's Initials: _____

Note: Owner and Lessee may, at Lessee's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

Exhibit B

EXHIBIT B
CO-LOCATION AGREEMENT

CO-LOCATION AGREEMENT

This Co-Location Agreement is being entered into on this ____ day of _____, 2000, by and between _____ having an office address of _____ (hereinafter referred to as "Lead Carrier") and _____ (each hereinafter referred to individually as a "Co-Tenant" and collectively as "Co-Tenants"), and the Borough of Mountain Lakes, a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey, located in the County of Morris, State of New Jersey (hereinafter referred to as the "Borough").

WHEREAS, the Borough is the owner of certain property known as 400 Boulevard, Mountain Lakes, New Jersey also known as Block 21, Lot 38 on the Official Tax Map of the Borough of Mountain Lakes; (hereinafter referred to as the "Property"); and

WHEREAS, the Lead Carrier and each Co-Tenant have entered into separate lease agreements with the Borough to lease space for the construction, operation and maintenance of communications facilities on the Property; and

WHEREAS, a site plan and construction drawings for the communications facilities were prepared by _____ (the "Project Engineer") and are entitled _____ and are dated _____, and contain sheets (the "Plans"), and the Plans have been reviewed and approved by the Borough (the "Approvals"), and

WHEREAS, the Plans and Approvals include structures and equipment to be shared by the Lead Carrier and the Co-Tenants, and structures and equipment to be utilized by individual Co-Tenants and/or the Lead Carrier, as well as improvements to be completed and work to be performed for the benefit of the Borough and payments to be made to the Borough; and

WHEREAS, this Agreement addresses the procedure for the development of the communications facilities on the Property and the allocation, payment and reimbursement of certain costs and expenses among the Lead Carrier and Co-Tenants and the Borough with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CONSTRUCTION

1. The Lead Carrier and each of the Co-Tenants have provided the Project Engineer with their design specifications and have reviewed and approved the Plans. The Borough has also reviewed and approved the Plans.

2. The Lead Carrier shall prepare bid specifications and shall request bids on a "not to exceed basis" from at least three (3) contractors with experience constructing wireless communications facilities to complete the work detailed on the Plans (hereinafter referred to as the "Work"). Following receipt of the bids, the Lead Carrier shall award the bid to a contractor and contract with that contractor to perform the Work (hereinafter referred to as the "General Contractor") in a timely, good and workmanlike manner.
3. The General Contractor's bid shall include a breakdown of the cost of the Work, including labor and materials, which breakdown shall include (1) each aspect of the Work which is of common benefit to all Co-Tenants and the Lead Carrier (e.g., site preparation, tower, tower foundation, tower platforms & mounts, paving & striping, permit fees, utility line installation)(hereinafter referred to as the "Shared Costs" or a "Shared Cost") and (2) each aspect of the Work which is performed for the benefit of one or more, but not all, of the Co-Tenants and/or the Lead Carrier (e.g., equipment shelters and foundations for the same, utility meter) (hereinafter referred to as the "Individual Work"). The breakdowns shall be provided to the Lead Carrier and the Co-Tenants.
4. Each Co-Tenant and the Lead Carrier shall individually contract with the General Contractor for the performance of its proportionate share of the Work as set forth in the breakdown of the Shared Costs and Individual Work within 30 days of receipt of such breakdown. A written notice confirming such contractual agreement shall be provided to all parties by the General Contractor.
5. The Lead Carrier and each Co-Tenant shall be individually responsible for supplying to the General Contractor its antennas, connectors, jumpers, antenna cables and downtilt brackets, and supplying off-loading, and installing its equipment shelter and wireless and supportive equipment, and testing the same as appropriate, unless individually contracted for with the General Contractor. The General Contractor shall, as a Shared Cost, perform pre-sweeps for each antenna system and submit the results of the same to each party. Following construction, each party shall be individually responsible to prepare and submit to the General Contractor a punchlist of items to be completed by the General Contractor.
6. If the Lead Carrier or any of the Co-Tenants disputes the amount or nature of a Shared Cost or Individual Work, then that party shall, within ten (10) days of receiving the Shared Cost or Individual Work estimate from the General Contractor, send a written notice of the dispute to the General Contractor, with a copy of the notice to all other parties and the Project Engineer (the "Dispute Notice"). The Dispute Notice shall detail the nature of the dispute and set forth the reason(s) why the party believes the amount of the estimate or nature of the Shared Cost or

Individual Work is in error. The General Contractor shall have four (4) business days to respond to the Dispute Notice. The General Contractor's response shall be in writing, with a copy of the response sent to all parties. Any party that still feels aggrieved by the action of the General Contractor shall, within seven (7) business days of receiving the General Contractor's response, make a demand for arbitration pursuant to the Rules of the American Arbitration Association. If a party still disputes the decision of the American Arbitration Association, it may withdraw from this Agreement and not build its communications facility at the Property.

7. If the Lead Carrier or a Co-Tenant has not contracted with the General Contractor prior to the start of construction, that party will be withdrawn from this Agreement. If a party withdraws, the amount of the Shared Costs of the remaining parties, other than the Borough, shall increase proportionately.
8. In addition to the Work shown on the Approved Plans, the Work also includes, as Shared Costs, the following:
 - a. The costs and expenses incurred by the Lead Carrier to have the communications facility designed and approved, including all application fees paid to any governmental approving agency, legal and engineering and expert witness fees paid by the Lead Carrier to its consultants, escrow and inspection fees paid and to be paid to the Borough or its land use board or professionals, and similar expenses required to secure the governmental approvals for the Approved Plans (hereinafter referred to as the "Approval Expenses"). The Co-Tenants each agree to reimburse the Lead Carrier its pro rate share of the amount of the Approval Expenses within thirty (30) days of receipt of invoices or statements which detail the Approval Expenses.
 - b. The ground testing for the facilities with the submission of results of such tests to each party. If any party requires further ground test results and/or certifications of the same, such further testing shall be individually contracted for by the party requiring this work.
 - c. Any other cost or expense required to construct and/or operate the common facilities (e.g., utility transformer(s)) not shown on the Plans or provided in the General Contractor's estimate of the cost of the Work.

MAINTENANCE AND REPAIR

9. The Lead Carrier, each Co-Tenant and any Addition Co-Tenant as defined below, shall each be responsible to maintain and repair its own antennas, communications equipment, cables, and equipment shelter and/or cabinets.
10. The Lead Carrier, each Co-Tenant and Additional Co-Tenant shall share equally in the cost of any

repair or maintenance to any common facilities (including, without limitation, the painting of the Tower, repair to the compound's fence), and the removal of the common facilities at the termination of the lease(s) with the Borough for the communications facilities.

11. The Lead Carrier shall provide notice to the Co-Tenants and Additional Co-Tenants of any repair or required maintenance work in excess of \$5,000 and shall put out to bid to at least three (3) contractors any repair or maintenance work in excess of \$10,000. The Lead Carrier, each Co-Tenant and Additional Co-Tenant shall pay its equal proportionate share of the expense within thirty (30) business days of receiving the notice of the same, but prior to the start of the repair, unless it is an emergency repair or the repair is ordered by a governmental authority, in which case the payment shall be made within thirty (30) days of its receipt of an invoice for the same. Notwithstanding the foregoing, to the extent any repair or maintenance to a common facility is made necessary by the negligent or intentional misconduct of the Lead Carrier or a Co-Tenant or Additional Co-Tenant, or their respective employees, agents, contractors or representatives, then the cost of such repair or maintenance shall be borne by that party.
12. If the Lead Carrier, Co-Tenant or Additional Co-Tenant disputes the amount or nature of a repair or maintenance expense, then that party shall, within thirty (30) days of receiving notice of the same, send a written notice of the dispute to the Lead Carrier, with a copy of the notice to all other parties and the Project Engineer (the "Dispute Notice"). The Dispute Notice shall detail the nature of the dispute and set forth the reason(s) why the party believes the amount or nature of the expense is in error. The Lead Carrier shall have thirty (30) days to respond to the Dispute Notice. The Lead Carrier's response shall be in writing, with a copy of the response send to all parties. Any party that still feels aggrieved by the action of the Lead Carrier shall, within thirty (30) days of receiving the Lead Carrier's response, send a written request to the Project Engineer, with a copy to all parties, requesting the Project Engineer to settle the dispute. The Project Engineer shall render a decision within ten (10) days. Any party still feeling aggrieved by the decision, shall make a demand for arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be final.

ADDITIONAL CO-TENANTS

13. Each Additional Co-Tenant, as defined below, shall enter into a lease with the Borough for utilization of the Property and shall concurrently become a signatory to this Agreement.
14. The Borough may lease the Property to other wireless communications companies that are licensed by the Federal Communications Commission (hereinafter referred to individually as an "Additional

Co-Tenant" and collectively as "Additional Co-Tenants.") For purposes hereof, the effective date of an Additional Co-Tenant's obligations hereunder shall be the commencement date of such Additional Co-Tenant's lease with the Borough.

15. Each Additional Co-Tenant shall reimburse the Lead Tenant and the Co-Tenants for its pro-rata share of the Shared Costs (as depreciated based upon a ten year, straight line, depreciation schedule) prior to obtaining a building permit to install its equipment on the Property. Each Additional Co-Tenant shall be responsible for one hundred (100%) of its Individual Cost.

STRUCTURAL ANALYSIS

16. Any party that desires to add antennas to the tower after the initial tower construction or to modify its antenna configuration in such a manner that the tower loading will be increased, shall provide a structural analysis prepared by New Jersey licensed professional engineer confirming the tower's structural integrity to all other parties prior to mounting the antennas.

INDEMNIFICATION

17. The Lead Tenant, each Co-Tenant and Additional Co-Tenant shall defend, indemnify and hold the Borough and each other harmless against any claim, costs or expenses (including reasonable attorneys fees) resulting from the breach by such party's obligations hereunder or its failure to perform as required herein, except that no party shall be liable to the other parties for consequential damages or lost profits resulting therefrom.

WITHDRAWAL FROM AGREEMENT

18. Tenant and Co-Tenant may terminate this Agreement, upon (60) days written notice to all parties, if the Land Lease with the Borough is terminated. Any party desiring to withdraw from this Agreement shall:
 - a. Provide notice of its intent to withdraw to all parties which notice shall set forth the date upon which the party seeks to withdraw;
 - b. Pay all outstanding sums that are due for Shared Costs, Individual Work or maintenance and/or repair work; and
 - c. Remove its equipment, antennas and other facilities from the Property.

NOTICES

19. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed validly given if either delivered by hand, mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by a nationally recognized overnight courier. Notices shall be effective on the earlier of (a) when received or (b) three (3) days after mailing. All notices

and other communications shall be addressed as follows:

If to Landlord, to:

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

With a copy to:

Sears, Sweeney & Marcickiewicz, Esqs.
89 Diamond Spring Road
Denville, NJ 07834

If to _____:

If to _____:

Any party may change the designated address or recipient of notices by sending a notice to the other parties in writing.

MISCELLANEOUS

20. This Agreement shall be governed by the laws of the State of New Jersey.
21. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement notwithstanding that all signatories are not signatories to the original of

the same counterpart.

22. This Agreement may not be modified or amended except with the prior written consent of all of the parties.
23. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by and against the respective successors and assigns of each signatory to this Agreement.
24. In the event any portion of this Agreement shall be held to be void or invalid or shall not be binding upon the parties hereto, it is the intention of the parties that the remainder of this Agreement, to the extent possible, shall be held to be valid and binding.
25. Each signatory to this Agreement represents that he/she has full authority to act on behalf of the party and to fully bind the party to the matters set forth herein.

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

ATTEST

By: _____

By: _____

By: _____

OWNER NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation, by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

LESSEE NOTARY BLOCK:

STATE OF NEW JERSEY

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, of _____, who I am satisfied is the person named in the foregoing instrument and who acknowledged and executed the foregoing instrument on behalf of such (corporation, limited liability company, partnership).

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF
NOTARY)

EXHIBIT C
CO-LOCATION AGREEMENT

CO-LOCATION AGREEMENT

This Co-Location Agreement is being entered into on this ____ day of _____, 2000, by and between _____ having an office address of _____ (hereinafter referred to as "Lead Carrier") and _____ (each hereinafter referred to individually as a "Co-Tenant" and collectively as "Co-Tenants"), and the Borough of Mountain Lakes, a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey, located in the County of Morris, State of New Jersey (hereinafter referred to as the "Borough").

WHEREAS, the Borough is the owner of certain property known as 400 Boulevard, Mountain Lakes, New Jersey also known as Block 21, Lot 38 on the Official Tax Map of the Borough of Mountain Lakes; (hereinafter referred to as the "Property"); and

WHEREAS, the Lead Carrier and each Co-Tenant have entered into separate lease agreements with the Borough to lease space for the construction, operation and maintenance of communications facilities on the Property; and

WHEREAS, a site plan and construction drawings for the communications facilities were prepared by _____ (the "Project Engineer") and are entitled _____ and are dated _____, and contain sheets (the "Plans"), and the Plans have been reviewed and approved by the Borough (the "Approvals"), and

WHEREAS, the Plans and Approvals include structures and equipment to be shared by the Lead Carrier and the Co-Tenants, and structures and equipment to be utilized by individual Co-Tenants and/or the Lead Carrier, as well as improvements to be completed and work to be performed for the benefit of the Borough and payments to be made to the Borough; and

WHEREAS, this Agreement addresses the procedure for the development of the communications facilities on the Property and the allocation, payment and reimbursement of certain costs and expenses among the Lead Carrier and Co-Tenants and the Borough with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CONSTRUCTION

1. The Lead Carrier and each of the Co-Tenants have provided the Project Engineer with their design specifications and have reviewed and approved the Plans. The Borough has also reviewed and approved the Plans.
2. The Lead Carrier shall prepare bid specifications and shall request bids on a "not to exceed basis" from at least three (3) contractors with experience constructing wireless communications facilities to complete the work detailed on the Plans (hereinafter referred to as the "Work"). Following receipt of the bids, the Lead Carrier shall award the bid to a contractor and contract with that contractor to perform the Work (hereinafter referred to as the "General Contractor") in a timely, good and workmanlike manner.
3. The General Contractor's bid shall include a breakdown of the cost of the Work, including labor and materials, which breakdown shall include (1) each aspect of the Work which is of common benefit to all Co-Tenants and the Lead Carrier (e.g., site preparation, tower, tower foundation, tower platforms & mounts, paving & striping, permit fees, utility line installation)(hereinafter referred to as the "Shared Costs" or a "Shared Cost") and (2) each aspect of the Work which is performed for the benefit of one or more, but not all, of the Co-Tenants and/or the Lead Carrier (e.g., equipment shelters and foundations for the same, utility meter) (hereinafter referred to as the "Individual Work"). The breakdowns shall be provided to the Lead Carrier and the Co-Tenants.
4. Each Co-Tenant and the Lead Carrier shall individually contract with the General Contractor for the performance of its proportionate share of the Work as set forth in the breakdown of the Shared Costs and Individual Work within 30 days of receipt of such breakdown. A written notice confirming such contractual agreement shall be provided to all parties by the General Contractor.
5. The Lead Carrier and each Co-Tenant shall be individually responsible for supplying to the General Contractor its antennas, connectors, jumpers, antenna cables and downtilt brackets, and supplying off-loading, and installing its equipment shelter and wireless and supportive equipment, and testing the same as appropriate, unless individually contracted for with the General Contractor. The General Contractor shall, as a Shared Cost, perform pre-sweeps for each antenna system and submit the results of the same to each party.

- Following construction, each party shall be individually responsible to prepare and submit to the General Contractor a punchlist of items to be completed by the General Contractor.
6. If the Lead Carrier or any of the Co-Tenants disputes the amount or nature of a Shared Cost or Individual Work, then that party shall, within ten (10) days of receiving the Shared Cost or Individual Work estimate from the General Contractor, send a written notice of the dispute to the General Contractor, with a copy of the notice to all other parties and the Project Engineer (the "Dispute Notice"). The Dispute Notice shall detail the nature of the dispute and set forth the reason(s) why the party believes the amount of the estimate or nature of the Shared Cost or Individual Work is in error. The General Contractor shall have four (4) business days to respond to the Dispute Notice. The General Contractor's response shall be in writing, with a copy of the response send to all parties. Any party that still feels aggrieved by the action of the General Contractor shall, within seven (7) business days of receiving the General Contractor's response, make a demand for arbitration pursuant to the Rules of the American Arbitration Association. If a party still disputes the decision of the American Arbitration Association, it may withdraw from this Agreement and not build its communications facility at the Property.
 7. If the Lead Carrier or a Co-Tenant has not contracted with the General Contractor prior to the start of construction, that party will be withdrawn from this Agreement. If a party withdraws, the amount of the Shared Costs of the remaining parties, other than the Borough, shall increase proportionately.
 8. In addition to the Work shown on the Approved Plans, the Work also includes, as Shared Costs, the following:
 - a. The costs and expenses incurred by the Lead Carrier to have the communications facility designed and approved, including all application fees paid to any governmental approving agency, legal and engineering and expert witness fees paid by the Lead Carrier to its consultants, escrow and inspection fees paid and to be paid to the Borough or its land use board or professionals, and similar expenses required to secure the governmental approvals for the Approved Plans (hereinafter referred to as the "Approval Expenses"). The Co-Tenants each agree to reimburse the Lead Carrier its pro rate share of the amount of the Approval Expenses within

thirty (30) days of receipt of invoices or statements which detail the Approval Expenses.

- b. The ground testing for the facilities with the submission of results of such tests to each party. If any party requires further ground test results and/or certifications of the same, such further testing shall be individually contracted for by the party requiring this work.
- c. Any other cost or expense required to construct and/or operate the common facilities (e.g., utility transformer(s)) not shown on the Plans or provided in the General Contractor's estimate of the cost of the Work.

MAINTENANCE AND REPAIR

9. The Lead Carrier, each Co-Tenant and any Addition Co-Tenant as defined below, shall each be responsible to maintain and repair its own antennas, communications equipment, cables, and equipment shelter and/or cabinets.
10. The Lead Carrier, each Co-Tenant and Additional Co-Tenant shall share equally in the cost of any repair or maintenance to any common facilities (including, without limitation, the painting of the Tower, repair to the compound's fence), and the removal of the common facilities at the termination of the lease(s) with the Borough for the communications facilities.
11. The Lead Carrier shall provide notice to the Co-Tenants and Additional Co-Tenants of any repair or required maintenance work in excess of \$5,000 and shall put out to bid to at least three (3) contractors any repair or maintenance work in excess of \$10,000. The Lead Carrier, each Co-Tenant and Additional Co-Tenant shall pay its equal proportionate share of the expense within thirty (30) business days of receiving the notice of the same, but prior to the start of the repair, unless it is an emergency repair or the repair is ordered by a governmental authority, in which case the payment shall be made within thirty (30) days of its receipt of an invoice for the same. Notwithstanding the foregoing, to the extent any repair or maintenance to a common facility is made necessary by the negligent or intentional misconduct of the Lead Carrier or a Co-Tenant or Additional Co-Tenant, or their respective employees, agents, contractors or representatives, then the cost of such

- repair or maintenance shall be borne by that party.
12. If the Lead Carrier, Co-Tenant or Additional Co-Tenant disputes the amount or nature of a repair or maintenance expense, then that party shall, within thirty (30) days of receiving notice of the same, send a written notice of the dispute to the Lead Carrier, with a copy of the notice to all other parties and the Project Engineer (the "Dispute Notice"). The Dispute Notice shall detail the nature of the dispute and set forth the reason(s) why the party believes the amount or nature of the expense is in error. The Lead Carrier shall have thirty (30) days to respond to the Dispute Notice. The Lead Carrier's response shall be in writing, with a copy of the response sent to all parties. Any party that still feels aggrieved by the action of the Lead Carrier shall, within thirty (30) days of receiving the Lead Carrier's response, send a written request to the Project Engineer, with a copy to all parties, requesting the Project Engineer to settle the dispute. The Project Engineer shall render a decision within ten (10) days. Any party still feeling aggrieved by the decision, shall make a demand for arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be final.

ADDITIONAL CO-TENANTS

13. Each Additional Co-Tenant, as defined below, shall enter into a lease with the Borough for utilization of the Property and shall concurrently become a signatory to this Agreement.
14. The Borough may lease the Property to other wireless communications companies that are licensed by the Federal Communications Commission (hereinafter referred to individually as an "Additional Co-Tenant" and collectively as "Additional Co-Tenants.") For purposes hereof, the effective date of an Additional Co-Tenant's obligations hereunder shall be the commencement date of such Additional Co-Tenant's lease with the Borough.
15. Each Additional Co-Tenant shall reimburse the Lead Tenant and the Co-Tenants for its pro-rata share of the Shared Costs (as depreciated based upon a ten year, straight line, depreciation schedule) prior to obtaining a building permit to install its equipment on the Property. Each Additional Co-Tenant shall be responsible for one hundred (100%) of its Individual Cost.

STRUCTURAL ANALYSIS

16. Any party that desires to add antennas to the tower after the initial tower construction or to modify its antenna configuration in such a manner that the tower loading will be increased, shall provide a structural analysis prepared by New Jersey licensed professional engineer confirming the tower's structural integrity to all other parties prior to mounting the antennas.

INDEMNIFICATION

17. The Lead Tenant, each Co-Tenant and Additional Co-Tenant shall defend, indemnify and hold the Borough and each other harmless against any claim, costs or expenses (including reasonable attorneys fees) resulting from the breach by such party's obligations hereunder or its failure to perform as required herein, except that no party shall be liable to the other parties for consequential damages or lost profits resulting therefrom.

WITHDRAWAL FROM AGREEMENT

18. Tenant and Co-Tenant may terminate this Agreement, upon (60) days written notice to all parties, if the Land Lease with the Borough is terminated. Any party desiring to withdraw from this Agreement shall:
 - a. Provide notice of its intent to withdraw to all parties which notice shall set forth the date upon which the party seeks to withdraw;
 - b. Pay all outstanding sums that are due for Shared Costs, Individual Work or maintenance and/or repair work; and
 - c. Remove its equipment, antennas and other facilities from the Property.

NOTICES

19. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed validly given if either delivered by hand, mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by a nationally recognized overnight courier. Notices shall be effective on the earlier of (a) when received or (b) three (3) days after mailing. All notices and other communications shall be addressed as follows:

If to Landlord, to:

Borough of Mountain Lakes

400 Boulevard

Mountain Lakes, NJ 07046

With a copy to:

• Sears, Sweeney & Marcickiewicz, Esqs.

• 89 Diamond Spring Road

• Denville, NJ 07834

If to _____:

If to _____:

Any party may change the designated address or recipient of notices by sending a notice to the other parties in writing.

MISCELLANEOUS

- 20. This Agreement shall be governed by the laws of the State of New Jersey.
- 21. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement notwithstanding that all signatories are not signatories to the original of the same counterpart.
- 22. This Agreement may not be modified or amended except with the prior written consent of all of the parties.
- 23. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by and against the respective successors and assigns of each signatory to this Agreement.
- 24. In the event any portion of this Agreement shall be held to be void or invalid or shall not be binding upon the parties hereto, it is the intention of the parties that the remainder of this Agreement, to the extent possible, shall be held to be valid and binding.
- 25. Each signatory to this Agreement represents that he/she has full authority to act on behalf of the party and to fully bind the party to the matters set forth herein.

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

ATTEST

By: _____

By: _____

By: _____

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 101-22

“RESOLUTION TO READ BUDGET BY TITLE”

WHEREAS, N.J.S.A. 40A 4-8 as amended provides that the Budget shall be read in full at the public hearing, or that it may be read by its title only if:

1. At least one week prior to the date of the hearing and at the hearing, a complete copy of the approved budget,
 - a. shall be made available for public inspection, and
 - b. shall be made available to each person upon request

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Mountain Lakes that it is hereby declared that the conditions of N.J.S.A. 40A:4-8, as amended set forth in subsections 1(a)and1(b), have been met and therefore the Budget shall be read by title only.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on April 11, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Richter						
Sheikh						
Menard						

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on April 11, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Richter						
Sheikh						
Menard						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 103-22

“RESOLUTION AUTHORIZING THE PAYMENT OF BILLS”

WHEREAS, the Borough Manager has reviewed and approved purchase orders requested by the Department Heads; and

WHEREAS, the Finance Office has certified that funds are available in the proper account; and

WHEREAS, the Borough Treasurer has approved payment, upon certification from the Borough Department Heads that the goods and/or services have been rendered to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated **April 11, 2022** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on April 11, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Richter						
Sheikh						
Menard						

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 04/11/2022 For bills from 03/24/2022 to 04/05/2022

Check#	Vendor	Description	Payment	Check Total
20229	3995 - ALL AMERICAN FORD	PO 24989 WATER DEPARTMENT - VEHICLE REPAIR	1,829.36	1,829.36
20230	239 - AMERICAN WEAR, INC.	PO 24731 DPW - UNIFORMS	159.80	159.80
20231	189 - ANCHOR ACE HARDWARE	PO 24925 FIRE DEPT: SUPPLIES - BLANKET	141.33	141.33
20232	3973 - ARCARI & IOVINO ARCHITECTS, PC	PO 23185 BORO HALL: CONSTRUCTION ADMINISTRATION P	405.00	405.00
20233	272 - BERGEN COUNTY FIRE ACADEMY	PO 24940 FIRE DEPT: TRAINING	465.00	465.00
20234	269 - BEYER FORD, LLC	PO 25016 DPW - VEHICLE REPAIR	150.00	150.00
20235	3828 - BOROUGH OF MADISON	PO 25042 IT BILLING FOR NOVEMBER AND DECEMBER 202	1,569.72	1,569.72
20236	440 - CDW GOVERNMENT	PO 24958 ADMIN: BOROUGH LAPTOP - LENOVO	1,125.82	1,125.82
20237	4135 - CGPSH, LLC	PO 24986 PROFESSIONAL SERVICES FOR FEBRUARY 2022	501.50	501.50
20238	4090 - CLEAN MAT SERVICES, LLC	PO 24641 FLOOR MATS / DPW - JAN -JUNE 2022 BLANKE	93.17	93.17
20239	1481 - CORE & MAIN, LP	PO 24765 WATER DEPARTMENT - DEPARTMENT SUPPLIES	2,080.00	2,080.00
20240	576 - DAVE'S TIRE, LLC	PO 24975 POLICE: TIRES 25A	615.00	615.00
20241	4311 - DIANE LANG	PO 25032 LAKER 55 SPEAKER	100.00	100.00
20242	4119 - DOUGLAS EDLER	PO 25022 2022 CELLPHONE REIMBURSEMENT	120.00	
		PO 25023 DIESEL FUEL REIMBURSEMENT	20.00	140.00
20243	2769 - DOVER DODGE, CHRYSLER, JEEP, INC.	PO 24974 POLICE: VEHICLE REPAIR	595.54	595.54
20244	1170 - FERGUSON ENTERPRISES #501	PO 24988 BH: RENOVATIONS/PLUMBING - BLANKET	43.37	43.37
20245	2517 - FF1 FIREFIGHTER ONE, LLC	PO 24998 FIRE DEPT: TRAINING	450.00	450.00
20246	653 - GANNET NEW JERSEY NEWSPAPERS	PO 24680 CLERK - 2022 ADVERTISING - BLANKET	518.88	
		PO 24703 PLANNING/ZONING - 2022 ADVERTISING - BLA	60.06	578.94
20247	876 - GARDEN STATE LABORATORIES, INC	PO 24669 WATER DEPARTMENT - WATER TESTING - BLANK	3,644.00	3,644.00
20248	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 24793 2022 ARCHIVE STORAGE - BLANKET- 1st QTR	247.74	247.74
20249	152 - HD SUPPLY CONST & INDUST- WHITECAP	PO 25007 BH: RENOVATION	419.40	419.40
20250	4188 - HERC RENTALS, INC.	PO 24478 BH: RENTAL EQUIP.	321.01	321.01
20251	2740 - HILTI, INC.	PO 24721 BH: RENOVATION - BLANKET	3,446.61	3,446.61
20252	911 - HOME DEPOT CREDIT SERVICES	PO 24803 DPW / WATER DEPARTMENT BUILDING MAINTENA	119.00	
		PO 24803 DPW / WATER DEPARTMENT BUILDING MAINTENA	119.00	
		PO 25039 BH RENO: SUPPLIES	299.64	537.64
20253	4234 - JAG CAR WASH HOLDINGS, LLC	PO 24563 POLICE: 2022 CAR WASHES - BLANKET	216.00	216.00
20254	859 - JCP&L	PO 25024 MASTER ACCT# 200 000 569 000 - MAR 24, 2	3,769.75	
		PO 25025 MAST ACCT#200 000 054 011/ BILL DATE: MA	11.75	
		PO 25026 ACCT#100 075 505 725 - BILL PRD: 2/20 -	4.09	
		PO 25027 ACCT#100 145 670 5333 / BILLING 3/24/22	601.79	
		PO 25028 ACCT#100 076 421 971/ BILL PRD: 2/04 - 3	332.87	4,720.25
20255	1040 - JESCO, INC.	PO 24936 DPW - VEHICLE REPAIR	838.56	838.56
20256	1074 - JW PIERSON CO.	PO 24729 DPW - DIESEL FUEL EXPENSE - BLANKET	714.97	
		PO 24938 DPW - DIESEL FUEL EXPENSE - BLANKET	1,582.55	2,297.52
20257	4002 - KAREN BRENNFLECK	PO 24976 REIMBURSEMENT	56.50	56.50
20258	1086 - KENNEDY CULVERT & SUPPLY CO.	PO 24987 BH RENO: SUPPLIES	36.45	36.45
20259	1090 - KENVIL POWER MOWER	PO 24992 DPW - EQUIPMENT REPAIR - BLANKET	202.71	
		PO 25012 DPW - EQUIPMENT REPAIR	414.37	617.08
20260	3926 - MITCHELL STERN	PO 24991 BH RENO: REIMBRUSEMENT FOR CARPENTER AD	35.00	35.00
20261	2534 - MORRIS COUNTY OVERHEAD DOOR COMPANY	PO 24726 DPW / WATER DEPT. - GARAGE DOOR REPAIR -	90.00	90.00
20262	1309 - MORRIS CTY TAX COLL/TREAS ASSN	PO 24919 FINANCE - 2022 LEGISLATIVE UPDATE, TAX S	32.00	
		PO 24920 TAX COLLECTOR - 2022 LEGISLATIVE UPDATE,	32.00	64.00
20263	3099 - MTN LAKES MEDICAL CENTER, LLC	PO 24924 FIRE: PHYSICAL	160.00	160.00
20264	1371 - MTN. LAKES BOARD OF EDUCATION	PO 25017 APRIL 2022 MTN LAKES SCHOOL DISTRICT GEN	1,879,759.83	1,879,759.83
20265	2397 - NAPA AUTO PARTS	PO 24996 POLICE: VEHICLE REPAIR	145.44	
		PO 25010 POLICE - VEHICLE REPAIR	40.43	185.87
20266	881 - NCX	PO 24638 ADMIN: 2022 DNS HOSTING / ACCT# GTI - BL	21.95	21.95
20267	3914 - NEW JERSEY CONFERENCE OF MAYORS	PO 25041 2022 MEMBERSHIP NJ CONFERENCE OF MAYORS	295.00	295.00
20268	1533 - NJ DEPT OF COMMUNITY AFFAIRS	PO 25034 1ST QTR 2022 STATE PERMIT SURCHARGE FEES	2,137.00	2,137.00
20269	1559 - NJ STATE ASSOC. OF CHIEFS OF POLICE	PO 24999 POLICE: TRAINING	1,200.00	1,200.00
20270	4248 - NJMVC	PO 25008 NJ CAIR PROGRAM - DRIVER HISTORY ABSTRAC	150.00	150.00
20271	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 25001 APRIL 2022 DENTAL PREMIUMS - GROUP 1624	2,383.00	2,383.00
20272	4194 - OLDE TOWNE DELI	PO 24732 WATER DEPARTMENT - MEALS - BLANKET	32.00	32.00
20273	2727 - ONE CALL CONCEPTS, INC.	PO 24705 ACCT# 12-BML / 2022 JAN - DEC BLANKET	84.37	84.37
20274	3173 - OPTIMUM	PO 24706 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	6.21	6.21
20275	2669 - POSTMASTER	PO 24994 WATER DEPARTMENT - POSTAGE FEES 2022	500.00	
		PO 24994 WATER DEPARTMENT - POSTAGE FEES 2022	500.00	1,000.00
20276	1825 - RUTGERS, STATE UNIVERSITY OF NJ	PO 24761 STREETS & ROADS - TRAINING & EDUCATION -	295.00	295.00
20277	4266 - SAMSON METAL SERVICE	PO 24997 BH: RENOVATION	445.15	445.15
20278	3205 - SECURITY SHREDDING	PO 25029 2022 SHREDDING SERVICES - BLANKET	60.00	60.00
20279	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 24946 ADMIN: ORDER# 7352534608	339.48	
		PO 24969 POLICE: ORDER# 7352970860	58.85	398.33
20280	3818 - TCTANJ SPRING CONFERENCE	PO 24869 ANN PURCELL BORO OF MTN LAKES 2022 TCTAN	420.00	420.00
20281	4308 - TRANE U.S., INC	PO 24945 BH: RENOVATIONS - HVAC	796.96	796.96
20282	4191 - TRANSUNION RISK & ALTERNATIVE	PO 24621 POLICE: 2022 SUBSCRIPTION ACCT. ID: 3645	75.00	75.00
20283	2079 - TREASURER, STATE OF NEW JERSEY	PO 25035 JANUARY - MARCH 2022 MARRIAGE LICENSE FE	50.00	50.00

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 04/11/2022 For bills from 03/24/2022 to 04/05/2022

Check#	Vendor	Description	Payment	Check Total
20284	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 24891 MARCH 2022 SEWER MAINTENANCE CHARGES	39,166.67	39,166.67
20285	4225 - WILLIAMS SCOTSMAN, INC	PO 24661 BH: RENOVATIONS - 2022 TRAILER RENTAL -	93.14	93.14
TOTAL				1,957,846.79

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	1,061.04			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	295.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	553.88			
01-201-20-130-020	FINANCE - OTHER EXPENSES	214.41			
01-201-20-140-020	COMPUTER SERVICES	1,147.77			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	466.88			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	60.06			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	2,383.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	1,549.85			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	1,222.54			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	1,342.88			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	98.56			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	2,384.97			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	156.50			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	950.50			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	3,769.75			
01-201-31-447-020	PETROLEUM PRODUCTS	2,317.52			
01-203-25-240-020	(2021) POLICE DEPT - OTHER EXPENSES		1,569.72		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			1,879,759.83	
01-260-05-100	DUE TO CLEARING				1,903,491.66
01-290-55-000-001	DUE TO NJ - DCA TRAINING FEES			2,137.00	
01-290-55-000-002	DUE TO NJ - MARRIAGE LIC. FEES			50.00	
TOTALS FOR	Current Fund	19,975.11	1,569.72	1,881,946.83	1,903,491.66
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			6,341.73	
04-260-05-100	DUE TO CLEARING			0.00	6,341.73
TOTALS FOR	General Capital	0.00	0.00	6,341.73	6,341.73
05-201-55-520-520	Water Operating - Other Expenses	8,346.73			
05-260-05-100	DUE TO CLEARING			0.00	8,346.73
TOTALS FOR	Water Operating	8,346.73	0.00	0.00	8,346.73
07-201-55-520-520	Sewer Operating - Other Expenses	39,666.67			
07-260-05-100	DUE TO CLEARING			0.00	39,666.67
TOTALS FOR	Sewer Operating	39,666.67	0.00	0.00	39,666.67

Total to be paid from Fund 01 Current Fund	1,903,491.66
Total to be paid from Fund 04 General Capital	6,341.73
Total to be paid from Fund 05 Water Operating	8,346.73
Total to be paid from Fund 07 Sewer Operating	39,666.67
	1,957,846.79



FA# 222129

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 104-22

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES”

WHEREAS, the Tax Collector certifies that the following homeowner has an overpayment of taxes and the homeowner has requested the issuance of a refund.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a warrant be drawn to Ms. Jo Becker, representing a refund of 2022 property taxes generated by a duplicate payment.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Tax Year</u>	<u>Amount</u>
115	1	Ms. Jo Becker 4366 Hillview Drive Malibu, CA 90265	2022	\$ 8,579.10

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on April 11, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Richter						
Sheikh						
Menard						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 106-22

“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (WEINSTEIN, BERT AND DORA v. BOROUGH OF MOUNTAIN LAKES – BLOCK 31, LOT 80.02)”

WHEREAS, a tax appeal has been filed in the Tax Court of New Jersey captioned “Weinstein, Bert and Dora v. Borough of Mountain Lakes” challenging the 2019 tax assessment on Block 31, Lot 80.02 (34 West Shore Road); and

WHEREAS, the Plaintiff and the Tax Assessor have agreed to a settlement of this tax appeal as set forth in a proposed Stipulation of Settlement attached hereto; and

WHEREAS, the Borough Council finds that it is in the best interest of the Borough to approve the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey that the Borough Attorney is authorized to execute a Stipulation of Settlement in settlement of all pending tax appeals captioned “Weinstein, Bert and Dora v. Borough of Mountain Lakes”; and be it further

RESOLVED that the Tax Collector is hereby authorized to process any refund required as a result of the settlement of this tax appeal.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on April 11, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Richter						
Sheikh						
Menard						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 107-22

“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (SHOENFELD, RICHARD & INGRID v. BOROUGH OF MOUNTAIN LAKES – BLOCK 78, LOT 19)

WHEREAS, a tax appeal has been filed in the Tax Court of New Jersey captioned “Shoenfeld, Richard & Ingrid v. Borough of Mountain Lakes” challenging the 2021 and 2022 tax assessment on Block 78, Lot 19 (27 Briarcliff Road); and

WHEREAS, the Plaintiff and the Tax Assessor have agreed to a settlement of this tax appeal as set forth in a proposed Stipulation of Settlement attached hereto; and

WHEREAS, the Borough Council finds that it is in the best interest of the Borough to approve the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey that the Borough Attorney is authorized to execute a Stipulation of Settlement in settlement of all pending tax appeals captioned “Shoenfeld, Richard & Ingrid v. Borough of Mountain Lakes”; and be it further

RESOLVED that the Tax Collector is hereby authorized to process any refund required as a result of the settlement of this tax appeal.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on April 11, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Richter						
Sheikh						
Menard						