

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

REQUEST FOR BIDS FOR BIDS

FOR

**FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

ISSUED BY:

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
433 JOHN F. KENNEDY WAY
WILLINGBORO, NEW JERSEY 08046-2119**

ISSUED:

July 13, 2023

BID DUE DATE:

**August 4, 2023
10:00 AM**

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NOTICE TO BIDDERS

PLEASE TAKE NOTICE that sealed bids will be received by the Willingboro Municipal Utilities Authority (WMUA) on or before August 4, 2023 at 10:00 AM at its office located at 433 John F. Kennedy Way Willingboro Township, New Jersey 08046-2119 for Leases for antenna attachment on the following two existing water storage towers:

1. The Holyoke Tank – 152' tall (from ground level) located at 25 Holyoke Lane on Block 617, Lot 8 in Willingboro Township; and
2. The Edge Lane Tank – 152' tall (from ground level) and located at 161 Edge Lane on Block 833, Lot 80 in Willingboro Township

and ground space for ancillary equipment and structures.

A complete copy of the Bid package consisting of the Notice to Bidders, Instructions to Bidders, Specifications and Bid Forms, including a Bid Price Form may be obtained at the WMUA's office at 433 John F. Kennedy Way Willingboro Township, New Jersey 08046-2119 between the hours of 9:00AM and 4:30PM Monday through Friday or may be obtained by emailing the WMUA at jmackie@wmua.info and requesting a copy. All perspective bidders must provide their name, telephone number and email when requesting a copy of the Bid package.

Bids must be submitted on forms provided by the WMUA and placed in a sealed envelope bearing the name of the bidder, and clearly marked, "**BID for Lease for a Communications Facility ENCLOSED – DO NOT OPEN**" in the lower left corner. All bids must be submitted on or before **August 4, 2023 at 10:00 AM**.

The WMUA has imposed a minimum bid requirement of \$4,000/ month.

Bids can be delivered or mailed to:

Attn: Executive Director
Willingboro Municipal Utilities Authority
433 John F. Kennedy Way
Willingboro Township, New Jersey 08046-2119

The WMUA assumes no responsibility for bids submitted by mail. Bidders must either be, or represent, Federal Communications Commission (FCC) licensed carriers.

Bids must be accompanied by a bid security in the form of certified check, cashier's check or Bid Bond in an amount equal to 10% of the total rent bid for the entire (12 months) first year, or \$20,000, whichever is less.

The WMUA reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the bids received and to accept the bid or bids that are deemed to be in the best interests of the WMUA.

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Additional important information can be found in the bid documents. Bidders are required to comply with the laws of the State of New Jersey, including the New Jersey Prevailing Wage Act, N.J.S.A. 34:56-27.

James Mackie, Executive Director
Willingboro Municipal Utilities Authority

I INSTRUCTIONS TO BIDDERS

1. Invitation to Bid –

A. Sealed Bids will be received by the Willingboro Municipal Utilities Authority (“WMUA”) at its Administrative Offices, at 433 John F. Kennedy Way Willingboro Township, New Jersey 08046-2119 on or before August 4, 2023 at 10:00 AM. On such date and at the above time and place, in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., such Bids will be publicly opened and read aloud for Lease for antenna attachment on the following two existing water storage towers:

- The Holyoke Tank – 152’ tall (from ground level) located at 25 Holyoke Lane on Block 617, Lot 8 in Willingboro Township; and
- The Edge Lane Tank – 152’ tall (from ground level) and located at 161 Edge Lane on Block 833, Lot 80 in Willingboro Township (collectively the “Tank Facilities”)

and ground space for ancillary equipment and structures, (the “Lease” or “Leases”).

The minimum acceptable Lease Payment amount is \$4,000 per month, per Tank Facility for a maximum of twelve (12) antennas and \$150 per month for each additional antenna. The term of the Leases to be awarded shall be for an initial five (5) year term with the option to extend the Leases for up to four (4) additional five-year terms for a total of up to 25 years. On each yearly anniversary of the commencement of the Lease, the Successful Bidder shall pay the then current rental amount, increased by three (3%) percent.

Bids shall be submitted only on the bid forms supplied by the WMUA or a true copy thereof. Bids must be submitted in a sealed envelope bearing the name of the bidder, and clearly marked, “**BID for Lease for a Communications Facility ENCLOSED – DO NOT OPEN**” in the lower left corner. All bids must be submitted on or before August 4, 2023 at 10:00 AM. Bid submissions shall be provided in digital format on a USB Drive along with an original and one (1) copy, with both the original and copy being submitted in hard copy format, with properly signed bid proposal forms as required. The original should be stamped “original.”

In all cases, the WMUA reserves the right to determine, in its sole discretion, whether any aspect of a Bid meets the submission requirements of the Bid Specifications. The WMUA reserves the right to reject any Bid that, in its sole judgment, does not comply with the submission guidelines set forth in these Bid Specifications. In addition, notwithstanding any of the provisions hereof, the WMUA reserves the right to waive any minor immaterial informality in the Bids received. Any Bid received after the time and date specified will not be considered. By submitting a Bid, Bidder acknowledges and agrees that they shall not be permitted to withdraw a submitted Bid within sixty (60) days after the date of the

Bid opening. Following opening of Bids received by the WMUA, the Board of Commissioners of the WMUA shall be required to take formal action authorizing the award of Leases or the rejection of any or all Bids. The WMUA anticipates that the completion of this process shall require up to a period of sixty (60) days following opening of Bids.

- B. Before submitting a Bid, the Bidder shall become familiar with the Bid Specifications and other documents that will be incorporated by reference into the Leases; investigate the Tank sites and make such examination thereof as may be necessary to formulate a Bid.
- C. Failure to submit the required forms and information required by these Bid Specifications and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., shall cause the WMUA to reject a Bid. Failure to submit other forms requested may cause the WMUA to reject a Bid.
- D. The Contract Documents consist of the Notice to Bidders, the Instructions to Bidders, any Supplementary Instructions to Bidders, Bid Specifications, all Addenda issued during the bidding period, Form of Lease between the WMUA and any selected bidder, the Bid Forms and any other sample bidding and agreement forms included or referenced in the Bid Specifications.
- E. Contract Documents may be examined at the offices of the WMUA.
 - i. One set of Contract Documents may be obtained in person at the office of the WMUA at no cost to Bidder or via electronic mail upon request.
 - ii. If the Bidder desires to have one set of the Bid Documents provided via overnight courier service, the Bidder can supply its bill-to recipient shipping account number for the courier service requested by Bidder to be utilized.
- F. A written request for the withdrawal of a Bid will be granted if the request is received prior to the date and time of the Bid opening.
- G. Bidders, by submitting a Bid to the WMUA, acknowledge and agree and provide their consent, pursuant to N.J.S.A. 40A:11-24(a), to the WMUA holding the Bid prices submitted for consideration by the WMUA for a period of sixty (60) days after the receipt and opening of Bids, or for such other period of time as may be specified elsewhere in the Bid Specifications.
- H. The WMUA shall award the Leases or reject all Bids within sixty (60) days after the receipt and opening of Bids or within such time as may be specifically stated elsewhere in the Bid Specifications, except that Bids may be held for consideration for a longer period beyond the identified sixty (60) day period as the WMUA and Bidders may further mutually agree.

2. ANTICIPATED BID SCHEDULE –**ANTICIPATED BID SCHEDULE**

<u>ACTIVITY</u>	<u>DATE</u>
Issuance of Bid Specifications	July 13, 2023
Deadline for Questions	July 26, 2023
Receipt of Bids	August 4, 2023
Lease Award	By August 16, 2023
Execute Lease	September 1, 2023

The WMUA will strive to maintain the above Bid Scheduled, but reserves the right to modify the Schedule as necessary and will provide notice of any modifications to the Bidders in accordance with applicable law.

3. OBLIGATION OF BIDDER

- A. At the time of the opening of Bids, each Bidder will be presumed to have visited the Tank Facilities and to have read and have become thoroughly familiar with the Contract Documents, including all Addenda and responses to questions from bidders. The failure or omission of any Bidder to receive or examine any form, instrument or document, or visit the Tank Facilities and become acquainted with conditions there existing shall not relieve any Bidder from any obligation with respect to its Bid.
- B. The Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Lease or any part thereof to anyone without the prior written consent of the WMUA, which consent may be withheld at the sole discretion of the WMUA.
- C. The Successful Bidder shall not create any hazard, conflict, or interference with the reasonable and proper use, maintenance, repair, or operation of the Tank Facilities, including the property surrounding same or with other communication systems located at and on the Tank Facilities.
- D. The Successful Bidder shall comply with the terms, conditions, requirements and obligations contain in the Form Lease Agreement attached hereto and made a part hereof.
- F. The Successful Bidder shall be solely responsible for securing all required approvals/ permits necessary and required for the installation, operation and maintenance of the equipment it installs on or at the Tank Facilities, and for all

costs associated with the construction, maintenance and operations of the equipment it installs on or at the Tank Facilities

4. SITE VISIT CONFERENCE

- A. Site Tours of the Tank Facilities may be scheduled by appointment by contacting James Mackie, Executive Director at (609) 781-8657 or jmackie@wmua.info, on or before **July 24, 2023**.

5. INTERPRETATIONS AND ADDENDA

- A. All questions and inquires related to the Bid Documents shall be submitted in writing to James Mackie, Executive Director at jmackie@wmua.info with a copy to Ryan J. Scerbo, Esq., special legal counsel to the WMUA at rscerbo@decotiislaw.com. All questions related to the Contract Documents shall be submitted to the WMUA, in writing, no later than **July 26, 2023**. If a response to a submitted question is not issued in an Addendum, Bidders shall assume that no change to the Bid Documents is considered necessary or desirable in response to the question.
- B. The Bidder shall carefully study the Bid Documents and compare them with local conditions and shall at once report to the WMUA, in writing, any errors, inconsistencies and ambiguities discovered. No claim for relief by a Bidder on account of mistakes or omissions in the Bid Documents shall be considered. By providing a Bid, a Bidder waives its rights, if any, to claim mistakes or omissions for any reason whatsoever.
- C. No oral interpretations will be made to any Bidder regarding the Bid Documents. Every request for an interpretation shall be made in writing as set forth in Section 5.A. above. Every interpretation made to a Bidder will be in the form of an Addendum or responses to questions from Bidders, which, when issued in accordance with N.J.S.A. 40A:11-23(c)(1), shall be sent no later than seven (7) business days before opening of Bids (weekends and holidays excepted) by fax to all Bidders to whom the Bid Documents have been issued prior to the date of the last Addendum and to any Bidder who has submitted a Bid prior to the date of the last Addendum. In the event there is a need to issue an Addendum, notice of the issuance of the Addendum shall also be published in accordance with the requirements of N.J.S.A. 40A:11-23(c)(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- D. All Addenda shall become part of the Bid Documents and supersede the affected Bid Specifications previously issued.
- E. Failure of the Bidder to receive or examine properly issued Addenda shall not relieve the Bidder from any of the requirements of the Bid Documents. Addenda will be available for examination at the offices of the WMUA.

6. BID OPENING

- A. At the time and place for the opening of the Bids, the Bids will be opened by the WMUA and their contents will be read aloud and made public for all parties and Bidders that may be present in person or by representative.

7. LEASE AWARD

- A. The WMUA reserves the right to award a Lease or Leases to the Bidder or Bidders submitting:
- i. the most favorable aggregate bid (i.e. lump sum for both Tank Facilities);
or
 - ii. The most favorable unit price for each Tank Facility (i.e. a split award).

In the event of a tie, the WMUA shall utilize a coin toss to determine a winner.

- B. If the Successful Bidder is a corporation not organized under the laws of New Jersey, the award of the Lease shall be conditioned upon the corporation promptly filing a certificate of authority to do business in the State of New Jersey pursuant to N.J.S.A. 14A:13-2 and complying with the provisions of N.J.S.A. 14A:13-4.
- C. The WMUA reserves the right to reject any or all Bids in accordance with N.J.S.A. 40A:11-13.2 and/or to waive minor immaterial informalities in the bidding in accordance with applicable law.
- D. A Successful Bidder shall be required to execute the Lease and deliver all Insurance Certificates required within thirty (30) days after notification of the lease award.
- E. Bidders are reminded that they are required to submit, on behalf of themselves and their identified subcontractors (if any), evidence of their Business Registration Certificate (BRC) issued by the State of New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44, prior to the award of the lease.
- F. Successful Bidders shall complete W-9 Form and submit to the owner prior to agreement award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

8. PREPARATION OF BIDS

- A. Bidders shall submit only on the bid forms supplied by the WMUA or a true copy thereof. Bids must be submitted in a sealed envelope bearing the name of the bidder, and clearly marked, "**BID for Lease for a Communications Facility ENCLOSED – DO NOT OPEN**" in the lower left corner.
- B. Bids shall be submitted on the Bid Forms furnished in the Bid Documents, properly filled out and duly executed. The Bid Forms shall not be altered or added to in any way. Lump Sum Bid, or Unit prices upon which the Lump Sum Bid is based, shall be filled in, in ink or typewritten. All blank spaces in the Bid Forms must be filled out and completed by the Bidder.
- C. Bids not based on the Bid Documents (including all Addenda issued), Bids containing a qualification or exception to the requirements of the Bid Documents, conditional or uninvited alternative Bids, Bids that are not complete or properly signed or submitted in accordance with the requirements of the Bid Documents and Bids containing an alteration of a form or irregularity of any kind may be rejected.
- D. Each Bid shall include the following:
 1. Bid Security and Power of Attorney made payable to the Willingboro Municipal Utilities Authority in the amount of ten percent (10%) of the total rental payment bid amount for the entire (12 months) first year of the Bid sum, or \$20,000.00 whichever is less. Security shall be either a certified check, cashier's check, or Bid Bond by a surety licensed to conduct business in New Jersey.
 - (a) The Successful Bidder(s) Bid Security shall be retained until the Bidder has signed the Lease and furnished the required insurance.
 - (b) If the Successful Bidder fails to enter into a Lease and furnish the required insurance within (10) business days after it has received notice of acceptance of its Bid and award of a Lease, the WMUA shall retain the Successful Bidder's Bid Security as liquidated damages, not as a penalty.
 2. Non-Collusion Affidavit (Form C).
 3. Ownership Disclosure Statement setting forth names and addresses of all stockholders of partners who hold ten percent (10%) or greater interest in any corporation or partnership bidding on the Project, in accordance with N.J.S.A. 52:25-24.2 (Form D).
 4. Such other items as set forth in the Bid Forms.

5. Bid Document Submission Checklist. (Form J)

9. INSURANCE REQUIREMENTS

- A. The Successful Bidder, prior to occupying the leased space, shall provide at its own expense, the following insurance coverages to the WMUA together with evidence of such insurance as stated below. The Successful Bidder shall give notice to the WMUA, by registered mail, return receipt requested, sixty (60) days prior to cancellation or material change or notice of non-renewal of the policies, for all of the following stated insurance policies. The Certificates of Insurance shall state:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder named to the left.”

- B. All notices shall name the Successful Bidder and identify the Lease. All policies shall be endorsed naming the WMUA, its officers, employees, agents and consultants, and its respective successors and assigns as their interests may appear, as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be insured on an “occurrence” basis. The WMUA may waive or modify any requirement stated herein if the WMUA, in its sole judgment and discretion, deems it would be in its best interest to do so.
- C. **Workers Compensation.** The Successful Bidder shall obtain Standard Workers’ Compensation Insurance indemnifying the WMUA against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Successful Bidder who shall be entitled to compensation under the Workers’ Compensation Law of the State of New Jersey (Workers’ Compensation Limit – statutory/Employers Liability limit \$500,000 each accident). If the Successful Bidder is incorporated outside the State of New Jersey, the said policy must include the “Other States Endorsement.”
- D. **General Liability.** The Successful Bidder shall obtain General Liability Insurance on an “occurrence” form with a Five Million and 00/100THS (\$5,000,000.00) Dollars combined single limit of liability per occurrence (limit may be combined with an excess limit to have a total of Five Million and 00/100THS (\$5,000,000.00) Dollars per occurrence). The policy must require an additional Insured. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version. In the event the policy has an aggregate limit of liability, said policy must include ISO Form CG-25-03-97 Amendment-Aggregate Limits of Insurance (per project).
- E. **Automobile Liability.** The Successful Bidder shall obtain Automobile Liability Insurance with a minimum combined limit of liability of One Million and 00/100THS

(\$1,000,000.00) Dollars per accident. Said policy must include coverage for owned, non-owned and hired autos. The policy must have pollution coverage via CA 9948 endorsement and an MCS-90 endorsement, a true copy of which must be filed with the WMUA. The policy must provide for the defense of the first named insured, as well as, the WMUA, its Commissioners, officers, employees, agents and servants all of whom are to be endorsed to the policy as additional insured.

- F. **Environmental Impairment Liability.** The Contractor must show evidence of the purchase of environmental impairment liability insurance or through corporate financial capacity, the ability to provide a minimum of One Million and 00/100THS (\$1,000,000.00) Dollars per occurrence with Two Million and 00/100THS (\$2,000,000.00) Dollars annual aggregate for the clean-up, mitigation and defense costs associated with a spill from any permanent or temporary fuel storage tank.

The Successful Bidder's environmental impairment liability policy must include coverage for transportation, removal, clean up and remediation of any and all pollutants at an operational exposure or while in transit due to the negligent act or omission of the Successful Bidder. Further, said policy must provide bodily injury and property damage liability coverage resulting from or directly related to a pollutant event caused by the Successful Bidder.

- G. **Disability Benefit.** The Contractor shall provide proof of compliance with the Disability Benefits Law.

- H. **Umbrella/Excess Liability.** See Section 9.(D) hereinabove.

- I. **Policy Changes.** If at any time, any of the foregoing insurance policies shall be or become unsatisfactory to the WMUA, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the WMUA, its officers, employees, agents and servants, its successors and /or assigns as their interests may appear the Lease shall, upon notice to the Successful Bidder that effect from same the Successful Bidder shall within sixty (60) days of such notice obtain a new policy, submit the same to the WMUA for approval and submit a Certificate thereof as herein above provided. Upon failure of the Successful Bidder to furnish, deliver and maintain such insurance as above provided, the Lease, at the election of the WMUA, its officers, employees, agents, and servants, its successors and/or assigns may be forthwith declared suspended, discontinued or terminated. Failure of the Successful Bidder to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Successful Bidder of any liability under the Lease. All policies required above shall contain a sixty (60) day notice of cancellation and/or non-renewal and shall require the insured to notify the WMUA of its intent to either cancel or not to renew immediately.

- J. **Insurance Companies.** The Successful Bidder shall use an Insurance company(ies) that has (have) an A.M. Best rating of at least AX. The WMUA, at

its sole judgment and discretion, may allow the Successful Bidder to utilize and insure with a rating less than AX. Requests must be forwarded to the WMUA for its review and approval. The Successful Bidder shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Insurance of the State of New Jersey.

- K. **Hold Harmless Provision.** Contractual Liability Insurance: The Successful Bidder, as allowed by law, shall indemnify, defend, and hold harmless the WMUA, its Commissioners, officers, employees, agents and consultants, and their respective successors and assigns, from and against any and all claims, demands, suits, proceeding, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly of, indirectly arising out of, relating to, or in connection with the Lease, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Successful Bidder, its officers, agents, servants, or employees and/or any other persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent.

10. **POLITICAL CONTRIBUTION DISCLOSURE COMPLIANCE (PAY TO PLAY)**

Pursuant to N.J.S.A. 19:44A-20.27, contractors doing business with public entities must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) if they receive contracts in excess of Fifty Thousand and 00/100THS (\$50,000.00) Dollars per year from public entities. Bidders are responsible for determining whether a filing with ELEC is necessary. Additional information on this matter may be obtained from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. **FORM OF AGREEMENT** See **Section III** of the Bid Documents.

12. **BID FORMS**

- A. The following Bid Forms **MUST** be submitted at the time of submittal of a Bid. Failure to submit any of them will be cause for the rejection of the Bid. (N.J.S.A. 40A:11-23.2).
1. Acknowledgment of Receipt of Addenda/Changes to Bid Documents (Form B)
 2. Bid Security (see Form E)
 3. Statement of Ownership Disclosure (Form D)
 4. Signed and Executed Bid Pricing Form (Form A)
- B. Failure to submit the following documents prior to the awarding of a Lease may be cause for the bid to be rejected:

1. Non-Collusion Affidavit (Form C)
 2. No Material Change of Circumstances Certification (Form G)
 3. Affidavit of Non-Debarred Status (Form H)
 4. Bid Document Submission Checklist (Form J)
- C. Failure to submit the following documents prior to the awarding of a Lease shall be cause for the bid to be rejected:
1. State of New Jersey Business Registration Certificate (see Form F for reference)
 2. Combined Certification of Disclosure of Investment Activities in Iran and Non-Involvement in Prohibited Activities in Russia and Belarus (Form I)

PART II. FORM OF LEASE AGREEMENT

LEASE AGREEMENT

LEASE AGREEMENT

HOLYOKE LANE [EDGE LANE]

COMMUNICATONS ANTENNA SITE LEASE AGREEMENT BETWEEN
THE WILLINGBORO MUNICIPAL UTILITY AUTHORITY
AND

THIS LEASE AGREEMENT ("Agreement") is made this ____ day of _____, 2023, by and between the **WILLINGBORO MUNICIPAL UTILITY AUTHORITY** a body corporate and politic of the State of New Jersey, with an address of 433 John F. Kennedy Way, Willingboro, New Jersey 08046 (hereinafter referred to as the "**WMUA**", and _____, a _____ corporation, with an address of _____. (hereinafter referred to as the "**Company**"),

WHEREAS, the solicited bids for a nonexclusive lease for the installation of antenna/antennas and related equipment on a WMUA's water towers located at 25 Holyoke Lane and 161 Edge Lane in the Township Willingboro (the "Bid"); and

WHEREAS, the Company was a successful bidder pursuant to the Bid and is further a telephone carrier licensed by the Federal Communications Commission to operate and conduct business in the State of New Jersey; and

WHEREAS, the Company desires to place an antenna/antennas on the WMUA's Holyoke Lane [Edge Lane] Water Tower (the "Water Tower"); and

WHEREAS, the Company agrees that it will abide by all of the bid specifications, technical and other requirements, as well as the approval of the Willingboro Planning Board; and

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WHEREAS, after having awarded this bid to the Company, the WMUA and Company are desirous of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, and in further consideration of the obligations, terms and agreements hereinafter set forth and recited, the WMUA and Company do hereby agree as follows:

1. **Premises**: The WMUA is the owner of Block 617, Lot 8 [Block 833, Lot 80] of the tax maps of Willingboro Township also identified as 25 Holyoke Lane [161Edge Lane] (the "Property") in the Township of Willingboro, Burlington County, and State of New Jersey. There is a water tower located at said Property. Company desires to place certain antennas on, and related equipment at the base of, the water tower used in connection with its federally licensed wireless communications business.

2. **Lease of Premises**: WMUA leases to Company space on the water tank located on the Property for the placement of antennas or other related equipment ("Tower Space") as set forth in this Agreement, and the Bid together with a parcel of land (the "Land Space") sufficient for the installation of Company's related 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, all subject to the provisions outlined in Section 13 herein, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes extending from the nearest public right-of-way, 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 and are collectively referred to hereinafter as the "Premises".

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3. **Construction and Installation**: The Company agrees to construct, install, operate, maintain, replace and upgrade any antennas and related equipment as set forth in this Agreement and the Company's Bid responses. The Company shall strictly comply with the requirements of the Bid which are incorporated into this section of this Agreement and specifically made a part hereof by this reference. Further, the Company shall abide by any reasonable directives of the WMUA with regard to the installation work and shall submit any plans for the installation of an antenna or ground equipment to the WMUA or its designee for approval prior to the commencement of any construction or installation of an antenna or other related equipment, which approval shall not be unreasonably withheld, delayed or conditioned. All construction, installation, operation and maintenance of any antenna or other related equipment used, placed or installed by the Company, shall be at the sole cost and expense of the Company. The Company further has the right to add, modify and replace equipment to support its service needs in its sole discretion or in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional costs to company or WMUA provided the modification does not increase the structural loading on the water tower and provided the modification does not require an expansion of the Company's lease area as defined in this Agreement.

4. **Permits**: The Company will be solely responsible, at the Company's own cost, to obtain any and all certificates, permits or other approvals that may be required by any Federal, State or Local Authority, in order to install, maintain or operate the antenna and equipment used in conjunction with this Agreement. WMUA agrees that Company's ability to use the Property is contingent upon the suitability of the Property for Company's use and Company's ability to obtain all governmental licenses, permits, approvals or other relief required or deemed necessary or appropriate by Company for its construction and installation of the facility, including without limitation applications for zoning variances, zoning ordinances, amendments, special use

LEASE AGREEMENT

permits, and construction permits. The WMUA authorizes Company to prepare, execute and file all required applications to obtain governmental approvals for Company's use of the Premises under this Agreement and agrees to reasonably assist Company with such applications. Company agrees to pursue all necessary approvals expeditiously.

5. **Electricity:** The Company will be responsible for the cost of any electricity or other utility necessary, if approved by the WMUA, for the operation of the antennas and equipment contemplated by this Agreement. Company will be responsible for paying, on a monthly or quarterly basis, all utilities charges for electricity, telephone service or any other utility used or consumed by Company on the Premises, directly to the utility companies providing such services to company. WMUA will fully cooperate with any utility company requesting an easement over, under and across the Premises in order for the utility company to provide service to the Company. WMUA will not interfere with such services to be furnished or supplied by utility suppliers to Company.

6. **Compliance:** The Company agrees to comply with all applicable governmental laws, rules, statutes and regulations relevant to the use of the antenna and associated equipment. Other than as specified in Section 3 herein, the Company cannot modify, supplement or replace said equipment without the prior written approval of the WMUA which will not be unreasonably withheld, delayed or conditioned.

7. **Title:** Company has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by the title report results or survey results show that the condition of the Premises is unsatisfactory; Company will have the right to terminate this Agreement upon notice to WMUA.

8. **Term:** The initial term of this lease will be for five (5) years at a

LEASE AGREEMENT

minimum annual rental per year as established in this Agreement. Said rental shall be payable in equal monthly installments. The initial terms shall commence on the commencement date, ("Commencement Date") which is defined as the first (1st) day of the month following the date this Agreement is executed by the Parties or the first (1st) day of the month following the date the Company is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. The initial term will terminate on the last day of the month in which the fifth annual anniversary date of the commencement date occurs. This Agreement shall automatically renew for four (4) additional five (5) year terms upon the same terms and conditions as set forth herein unless the Company supplies written notice of its intention to terminate this lease at least sixty (60) days prior to the termination of any renewal period and all antennas and equipment of the Company have been removed from the facility of the WMUA, and further removed from the rental premises without any damage to said premises.

9. **Rent:** Beginning on the commencement date, the Company will pay to the WMUA a monthly rental payment, for a maximum of twelve (12) antennas, of (_____ dollars) (\$ _____) per month, plus any applicable taxes, as outlined in Section 25 herein, which will be due with said payment to the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey 08046.

Rent shall be due in advance on the first day of each month. On the yearly anniversary of the Commencement Date of this Agreement, the Company shall pay the then current rental, increased by three (3%). The Company shall have the right to add antennas throughout the Term of this Agreement subject to the provisions outlined in Section 3 herein and in accordance with the price per antenna listed below. If any additional antenna are desired, same shall be priced at the initial first year sum of one hundred and fifty (\$150.00) dollars per antenna per month and said sum shall be subject to an identical three (3%) percent annual increase after the first year and in each subsequent year starting from the inception date of this lease. Rental for any such approved additional antennas shall be payable and

LEASE AGREEMENT

due along with the rental for the initial maximum of up to 12 antennas, at the same time and in the same manner.

If real estate taxes are assessed against the Premises or any portion of the Property thereof as a direct result of the presence of the Company's equipment, activities or presence on the premises or the existence in whole or in part of this leasehold, the Company shall pay all such sums attributable thereto as additional rent in like manner as the payment of the Rent for the antennas.

10. **Termination:** This Agreement may be terminated without penalty or further liability, as follows:
- a. By either Party upon thirty (30) days prior written notice if the other Party is in default pursuant to this Agreement and all applicable cure periods have expired
 - b. By the WMUA if the Company shall become insolvent or make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against the Company unless all payments and other obligations of Company shall continue to be met.
 - c. By the WMUA, if Company's use of the Premises in any way interferes with the primary use and maintenance of the premises for use as a water tower and in connection with the WMUA's provision of drinking water and said interference cannot be resolved to the satisfaction of the WMUA.
 - d. Upon thirty (30) days' written notice by WMUA if Company fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;
 - e. Immediately upon written notice by Company if Company notifies WMUA of any unacceptable results of any Tests prior to Company's installation of the antenna facilities on the Premises, or if Company does not

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obtain; maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the antenna facilities or Company's business;

f. Upon thirty (30) days' written notice by Company if Company determines that the Property or the antenna facilities are inappropriate or unnecessary for Company's operations for economic or technological reasons;

g. Immediately upon written notice by Company if the Premises or the antenna facilities are destroyed or damaged so as in Company's reasonable judgment to substantially and adversely affect the effective use of the antenna facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Company shall be entitled to the reimbursement of any Rent prepaid by Company. If Company elects to continue this Agreement, then all Rent shall abate until the Premises and/or the antenna facilities are restored to the condition existing immediately prior to such damage or destruction; or

h. At the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Company's determination to render the Premises unsuitable for Company's use. WMUA and Company shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

11. **No Interference.** The Company shall not interfere with the WMUA's use of the water tank or the Property and the WMUA shall have the absolute right to occupy the water tower for its primary purpose of the storage and provision of

LEASE AGREEMENT

drinking water or as a communications tower for its own purposes. The Company's equipment must be installed, maintained and removed at the end of the Term or any renewal terms set forth in this Agreement by the Company without any damage to the property of the WMUA including all mechanical devices, environmental standards, maintenance activities, or equipment attached to the water tower. The antenna and equipment of the Company shall not interfere with any operations of the WMUA or the Company shall be considered in breach of this Agreement. The Company shall not be permitted at any time to place any sign or advertisement identifying the Company or any third party at, on or near the rental Premises or the water tank situated thereon.

12. **No Grant of Property Interest:** Other than a leasehold interest, this Agreement shall not be construed to be a grant or conveyance by the WMUA to the Company of any right, title, or interest in the Property or the Premises or any right, title or interest in other property owned by the WMUA.

13. **Right of Inspection and Access:** The Company shall have the right to inspect and maintain its equipment during normal business hours. However, if an emergency occurs, the Company shall have access seven (7) days a week twenty-four hours per day. The Company shall give the WMUA a minimum of one (1) hour advanced notice if access is needed for emergencies outside of normal business hours. However, reasonable and necessary security arrangements instituted by the WMUA shall control such access.

14. **Insurance:** The Company will carry during the Term and any renewal term, at its own cost and expense, the following insurance:

a. All hazard insurance for the replacement cost of the antennas and equipment installed by the Company.

b. General liability insurance in the minimum amount of

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\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate as the combined single limit for bodily injury or death and property damage.

c. Workers' compensation insurance as required by law. The Company will include the WILLINGBORO MUNICIPAL UTILITY AUTHORITY as an additional insured under the general liability policy. The Company will require its insurance provider to give at least thirty (30) days written notice of any termination or cancellation of said policy to the WMUA.

15. **No Interference with Other Frequencies:** To the extent, that any equipment of another cellular provider is located on or will be located on the water tank and Property, the antenna and equipment of the Company shall not interfere with any existing radio frequency users currently existing on the Property including but not limited to any transmissions of the WMUA of any nature. If WMUA receives any request to locate any future cellular provider on the Property, WMUA shall notify Company so Company may evaluate potential interference. WMUA will put and make reasonable efforts to enforce, a clause in any agreement with any subsequent provider of cellular communications that is to use the water tank or the Property that said third parties' equipment should in no way interfere with the radio frequency used by the Company. Any decision regarding co-location or additional placement of antennas or equipment on the water tower shall be solely and exclusively within the power and authority of the WMUA. Notwithstanding the above, the WMUA shall not unreasonably withhold or delay approvals for additional antennas or equipment on the water tower as requested by Company. Any payments, rental payments or other fees of any nature by and co-location of a third party shall be solely the property and right of the WMUA and the Company waives any claim of any nature to the same.

16. **Indemnification:** The Company and the WMUA agree to defend, indemnify, and hold each other harmless from and against any and all direct liabilities damages, losses, costs, assessments, penalties, fines, expenses and

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fees, including reasonable legal fees, that the indemnitee may suffer due to the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except such claims or damages that arise as a result of the negligence or willful misconduct of the indemnitee, its employees, contractors or agents. In no event shall either party be responsible to indemnify the other for incidental, special or consequential damages.

17. **Warranties**: The WMUA and the Company each acknowledge and represent that it is duly organized, validly existing and in good standing and has all the rights, power and authority to enter into this Agreement and bind itself hereby.

18. **Environmental/Hazardous Substances**:

- a. WMUA 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 Property, unless such conditions or concerns are caused by the activities of the Company.
- b. To the best of the WMUA's knowledge, the site is free of any environmental contamination as of the date of this Agreement.
- c. The Company represents warrants and agrees that it will take no action of any nature that will cause any environmental contamination at the property or will result in the discharge, location or existence of hazardous substances at said Property, provided, however, that the Company shall be permitted to use batteries and operate an emergency generator on the property in compliance with applicable law.
- d. The Company will comply with all local, state or federal statutes or

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regulations pertaining the environment and natural resources and its operation of the antennas and equipment as set forth in this Agreement. Further, the Company will not locate, or store any such hazardous substance at the property of any nature whatsoever, provided, however, that the Company shall be permitted to use batteries and operate an emergency generator on the property in compliance with applicable law.

- e. Except, as otherwise permitted by this lease agreement, the Company will not emit through the ground, water or air, refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat or transport hazardous substances or hazardous waste or materials, products or pollutants, including without limitation, asbestos, oil, petroleum products and their byproducts, or any other hazardous substance as defined and regulated under any environmental laws in existence in the State of New Jersey or the United States of America.
- f. Without limiting any other provisions of this Agreement relating to indemnification, the parties agree that each party shall defend and indemnify the other against any and all damages, costs or fees resulting from a breach by the indemnifying party, its agents, servants or employees of the terms, warranties or representations set forth in this Section 18. This indemnification specifically includes expenses and fees incurred in the connection with any investigation of the Property or any clean-up activities or remedial actions which are required by any governmental authority at the Premises which have been caused directly or indirectly by either Party, and their respective agents, servants or employees, or by the use of the antennas and equipment at the Property by the Company.
- g. The provisions of this Section will survive the expiration or termination of this Agreement or any renewal term set forth herein.

19. **Maintenance:** The Company will keep and maintain, at the Company's sole expense, during the duration of this lease term or any renewal

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term, the antennas and equipment to be installed pursuant to this Agreement. The Company will keep the Premises in good condition, reasonable wear and tear excepted, and the Company will further be responsible for complying with all applicable FCC and Federal Aviation Administration rules and regulations regarding maintenance and structural integrity of the antenna and any equipment associated therewith.

20. **Removal of Equipment/Restoration:** The WMUA waives any and all lien rights it may have, statutory or otherwise, concerning the Company's antennas or equipment or any portion thereof. The antennas or equipment shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law. Any antennas or equipment, brought onto the Premises or installed by the Company will remain the Company's personal property, and the Company shall at the expiration of this Term or any renewal term, remove said items from the Premises and Property. The Company covenants and agrees that the antennas and all equipment shall be removed from the Property within forty-five (45) days after the expiration of the Term or any renewal term without any damage to the Property, of the WMUA and the Company will be responsible for any and all costs, of any and all nature, associated with any repair which is reasonably necessary in the sole discretion of the WMUA after removal of such antenna and equipment. If the antennas and equipment are not removed within the time frame as set forth in this Section, the WMUA may remove the same and any and all costs and expenses of any nature associated therewith will be chargeable to the Company. Company shall be required to remove only its communications equipment, including radio cabinets, antennas, connecting cables, and other personal property. Company shall not be required to remove any equipment platforms, slabs, concrete pads, foundations, below-grade improvements, underground utilities, or related infrastructure or replace any trees, shrubs or other vegetation.

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21. **Default and Right to Cure:** The following will be deemed a default by the Company and a breach of this Agreement:

a. The Company shall be in default if it does not cure a monetary default within fifteen (15) business days after written notice from WMUA sent to the address of the Company as set forth in this Agreement by certified mail/return receipt requested.

b. The Company's failure to perform any other term or condition of this Agreement within thirty (30) days after receipt of written notice from the WMUA, sent to the address of the Company as set forth in this Agreement by certified mail/return receipt requested. No such default will be deemed to exist if the Company has commenced work to cure the default within such 30-day time period, has diligently and forth rightly proceeded with said cure, and is incapable of performing such cure within said 30-day period and if, after the expiration of said 30-day period, continues to diligently and forthrightly work until said cure has occurred.

c. The WMUA will be deemed to be in default of this Agreement, if it has breached any term or condition of this Agreement and has not cured the same within thirty (30) days after receipt of written notice sent by certified mail/return receipt requested by the Company. However, no such failure to cure will exist, if the WMUA has commenced the cure of any default within such 30-day period but has been unable after diligent efforts, to cure said default.

22. **Assignment and Sub Lease:** This Agreement may be sold, assigned or transferred by the Company, without any approval or consent of the WMUA to the Company's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Company'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 WMUA, which such consent will not be unreasonably withheld or delayed.

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23. Notices: All notices, as required by this Agreement shall be sent by certified mail/return receipt requested, to the address set forth for the WMUA and the Company in this Agreement.

If to WMUA:

Attn: Executive Director
433 John F. Kennedy Way
Willingboro, NJ 08046

If to Company:

With a copy to:

24. **Severability**: If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain in full force and effect and be binding upon the parties as though the unenforceable provision had been severed and was not contained in this Agreement.

25. **Taxes**: The Company will pay any property taxes, assessed on the Premises or any portion of the same which is directly attributable to the installation of the antenna and equipment at, on or in the Premises. WMUA shall provide to Company, a copy of any notice, assessment or billing relating to real estate taxes for which Company is responsible under this Agreement within thirty (30) days of receipt of same by WMUA. Company shall have no obligation to make payment of any real estate taxes until Company has received the notice, assessment or billing related to such payment as set forth in the preceding sentence. In the event WMUA fails to provide Company with a copy

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of any real estate tax notice, assessment or billing within the thirty (30) day period set forth herein, Company shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by WMUA to Company. Company shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge, or seek modification of any real estate tax assessment or billing for which Company is wholly or partly responsible for payment under this Agreement. WMUA shall reasonably cooperate with Company, in filing prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

26. **Condemnation**: In the event the WMUA receives notification of any condemnation proceedings affecting the Property, WMUA will provide notice of the proceeding to Company within forty-eight (48) hours. If a condemning authority takes all of the Property or a portion sufficient, in Company's reasonable determination, to render the Premises unsuitable for Company, this Agreement will terminate as of the date the title vests in the condemning authority. All parties will have rights granted to them pursuant to the laws of the State of New Jersey and the United States of America in the event of any condemnation of the rental premises. The Company specifically relieves the WMUA from any liability in the event that the antennas and equipment placed at the rental premises cannot operate for any reason, as the result of condemnation by a governmental authority.

27. **Casualty**: The WMUA will provide notice to Company of any material casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of Company's equipment or antennas Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Company's sole determination, then Company may terminate this Agreement by providing written notice to the WMUA, which termination will be effective as of the date of such damage or destruction. Upon such termination, Company will be

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entitled to collect all insurance proceeds payable to Company on account thereof and to be reimbursed for any prepaid Rent on a pro-rata basis. To the extent that any casualty is caused by the location of the antennas or other equipment of the Company, the Company will be responsible for any loss incurred by the WMUA to any of the property of the WMUA including the water tower located at the Premises or for any loss of life or personal injury.

28. **No Brokerage**: Both parties acknowledge that no broker has been used for this transaction and no broker fee is due and owing to any party.

29. **Cooperation**: The Company agrees that it will take any and all steps necessary and cooperate with any employees or officials of the WMUA or any outside contractors hired on behalf of the WMUA who may be performing any work at the water tank.

30. **No Oral Amendment**: This Agreement cannot be amended, modified or revised unless done in writing and signed by each of the parties hereto.

31. **Waiver**: To the extent that the Parties do not enforce any of their rights pursuant to this Agreement, the non-enforcement of said rights shall not be considered a waiver of the right of the Parties to enforce any provision or clause of this Agreement at any future time.

32. **Benefit**: The terms and conditions contained in this Agreement will be binding on the parties and their respective heirs, executors and administrators.

33. **Entire Agreement**: This Agreement and the exhibits which may be attached hereto and the Bid and bid response referenced herein, are the entire Agreement between the parties and will supersede any and all other oral negotiations or agreements.

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34. **Governing Law**: This Agreement shall be governed and construed according to the laws of the State of New Jersey.

35. **Structural Integrity**: The WMUA makes no representation regarding the structural integrity of the site or the water tower and the burden of investigating the same to determine that the structural integrity is sufficient to hold the antenna and other equipment as proposed by the Company shall rest solely on the Company. The Company indemnifies and holds harmless the WMUA in this respect. WMUA shall maintain the water tower in good operating and structurally sound condition. WMUA shall bear the costs of maintaining the water tower, including without limitation any past, present or future fines, levies or expenses for noncompliance with government regulations, with the exception of maintenance of Company's communications equipment, and except for damage to the tower caused by Company or its contractors.

36. **Additional Facility Maintenance**: To the extent that the location of the antenna or equipment by the Company disturbs any painted surfaces, or causes any rust or blistering, on the exterior of the water tank the Company will be responsible for taking any and all reasonable steps to correct said deficiency and paint said area in a color which matches exactly the color of the water tank at the time of such repair.

37. **Temporary Removal**: Company acknowledges that from time to time, WMUA may need to re-paint the water tower with a new paint system. To the extent reasonably necessary to effect such re-painting. The WMUA presently contemplates repainting the water tank on or after the Spring of 2024 [the Fall of 2023 – for Edge] Company Agrees, at its cost and expense, to remove, secure, and relocate its facilities during the entire duration of such re-painting activities. WMUA agrees that, in an effort to minimize disruption to the operation of Company's communications facility, it will permit Company to install and operate temporary

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equipment in the form of a cell-on-wheels ("COW") at a mutually agreed upon location on the Property which does not interfere with the progress of such re-painting work, (ii) provide Company with at least six (6) months written notice of the need and timing of such re-painting work to enable Company to implement all temporary operative measures, and (iii) perform any re-painting work with diligence and dispatch.

38. **Proper Grounding**: All antennas installed by the Company shall be properly grounded to protect from lightning strikes and further shall be certified by an engineer to be capable of withstanding wind velocity as required by all applicable construction codes and regulations.

39. **Qualified Personnel**: The Company shall use only qualified for installation, maintenance and operation of the antenna and equipment, and all such work shall be performed in a diligent and workmanlike fashion and at a minimum shall comply with any and all regulations, statute, codes, standards or other laws governing the same.

40. **Non-Discrimination**: During the performance of this Agreement the Company agrees as follows:

a. The Company agrees to fully abide by all Laws and Rules of any governmental entity with jurisdiction, regarding the prohibition of unlawful discrimination or unlawful discriminatory practices of any nature whatsoever. Such compliance 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 form of compensation, and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available employees and applicants for employment, notices to be provided by the Public Agency Contracting Officer setting forth provisions of this nondiscrimination clause.

b. The Company, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Company, state that

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all applicable employment laws and regulations shall be complied with by the Company.

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

d. The Company, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

e. The Company agrees to attempt in good faith to employ minority and female Workers consistent with the applicable county employment goals prescribed by Section N.J.A.C. 17:27-5.2 of the Regulations promulgated by the Treasurer 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 P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The Company 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, sex,

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

41. **Controlling Document**: In the event any discrepancies occur between this Agreement and the Bid or the bid response, the language in this

LEASE AGREEMENT

Agreement shall be the controlling document.

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LEASE AGREEMENT

WILLINGBORO MUNICIPAL UTILITY AUTHORITY

BY: _____
_____ Chair

ATTEST: _____
_____, Secretary

[COMPANY]

BY: _____

ATTEST: _____

PART III BID FORMS

FORM A

BID PRICING FORM

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS

FOR

FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT

DATE: _____

Bidder Name: _____

Telephone No. _____

E-Mail: _____

Bid Price:

**NOTE: MINIMUM BID REQUIRED IS \$4,000/MONTH FOR A MAXIMUM OF
TWELVE (12) ANTENNAS, AND \$150/MONTH FOR EACH ADDITIONAL
ANTENNA PER TOWER**

Location:

A. Holyoke Lane Bid \$ _____ /Month for up to twelve (12) antenna per
tank and \$150/Month for each additional antenna

B. Edge Lane Bid \$ _____ /Month for up to twelve (12) antenna per tank
and \$150/Month for each additional antenna

Total Bid _____ (\$ _____) / Month.

Signature: _____

Print Name:

Title:

FORM B

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CHANGES TO BID
DOCUMENTS FORM**

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS
FOR
FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

Pursuant to N.J.S.A. 40A:11-23.1(a), the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Notice to Bidders, Bid Specifications or Contract Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice to Bidders, revisions or addenda. Note that the WMUA's record of the Notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

IF NO ADDENDA HAVE BEEN RECEIVED, PLEASE CHECK:

Acknowledgment by bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Dated: _____

FORM C

NON-COLLUSION AFFIDAVIT

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS
FOR
FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

State of _____ }
County of _____ }

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

I am _____ of the
firm of _____, the Bidder
making the Bid for the above-named contract, and that I executed the said Bid with full authority
to do so; 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 contract; and that all statements contained in said Bid and in
this Affidavit are true and correct, and made with full knowledge that the Willingboro Municipal
Utilities Authority relied upon the truth of the statements contained in said Bid and in the statements
contained in this Affidavit in awarding the contract for the said Bid.

I further warrant that no person or selling agency 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 employees or bona fide established commercial
or selling agencies maintained by _____. (Name of Vendor)

Signed: _____

(type name of affiant under signature)

3283470

Subscribed and sworn to before me

this _____ day of _____ 20_____

Signature of Notary Public

Notary Public of _____

My commission expires _____

FORM D

STATEMENT OF OWNERSHIP DISCLOSURE

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

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS
FOR
FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the WMUA is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *the* WMUA to notify the WMUA in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the WMUA to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

FAILURE TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

FORM E

CONSENT OF SURETY

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS
FOR
FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

The _____

(Name and Address of Surety)

a corporation existing under the Laws of the State of _____ and authorized to so business under the Laws of the State of New Jersey, in consideration of the sum of One (\$1.00) Dollar lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies that application has been made to us by

(Name and Address of Bidder)

and satisfactory arrangements have been completed by which we have and do now agree to become bound as surety and furnish a bond in the full amount of the enclosed bid, which said bond shall be conditioned for the faithful performance, and labor and material payment, on the part of said Bidder of the terms and conditions of the Agreement for the lease of space on the Tank Facilities with the Willingboro Municipal Utilities Authority, according, to the plans and specifications on which said bid is made, if bidder is awarded the Agreement. This proposition is made with the understanding that any change made in the Bid Specifications, agreements, or quantities, without the consent of the bondsmen shall in no way vitiate the bond.

(Company Name)

Attorney-in-Fact

WITNESS AS TO SURETY:

(Local Address)

FORM E

FORM OF BID BOND

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS
FOR
FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

(If Bidders submitting Bids for both Holyoke and Edge Lane are only required to submit one Bid Bond)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

Principal, as Principal, and the _____

_____ of _____

a corporation duly organized under the laws of the State of _____

hereinafter called the Surety, as Surety, are held and firmly bound unto _____

hereinafter called the Obligee, in the sum of _____

_____ Dollars

(\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

NOW THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into an Agreement with the Obligee in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Agreement, for the prompt payment of labor and material furnished in the prosecution thereof and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Services covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Dated: _____

FORM F

New Jersey Business Registration Requirements

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

REQUEST FOR BIDS FOR BIDS

FOR

FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING WATER TOWERS
FOR THE PLACEMENT OF CELLULAR ANTENNAS AND RELATED EQUIPMENT

Pursuant to N.J.S.A. 52:32-44, the Willingboro Municipal Utilities Authority ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury prior to award of contract.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

FORM G

NO MATERIAL CHANGE OF CIRCUMSTANCES CERTIFICATION

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS
FOR
FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

There have been no material changes which have occurred or are being contemplated by Bidder to occur either prior or subsequent to the time of submission of the Bid by Bidder affecting the ability of Bidder to fully perform and satisfy its obligations pursuant to the Bid submitted to the Willingboro Municipal Utilities Authority for lease of space on existing water towers for the placement of cellular antennas and related equipment.

No material changes, include, but are not limited to, method and mode of conducting business, bankruptcies, mergers or acquisitions, or any other significant event which can materially affect the performance by the Bidder.

No materials changes means also that I have I executed the Bid with full authority to do so.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Dated: _____

FORM H

AFFIDAVIT OF NON-DEBARRED STATUS

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS

FOR

FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT

STATE OF _____)

)

COUNTY OF _____)

I, _____ of the City/Town of _____ in the County of _____ and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am the Bidder making the Bid to the Willingboro Municipal Utilities Authority for the lease of space on existing water towers for the placement of cellular antennas and related equipment and I executed the Bid with full authority so to do. At the time of making the Bid, this Bidder is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders. All statements contained in the Bid and this affidavit are true and correct and made with the full knowledge that the Willingboro Municipal Utilities Authority will rely upon the truth of the statements contained in the Bid and the Statements in this affidavit in awarding the contract.

I further warrant that should the name of the firm, company or corporation making this Bid appear on the State Treasurer's List of Debarred. Suspended and Disqualified Bidders at any time prior to, and during the life of the contract, including the Guarantee Period, I shall notify the Willingboro Municipal Utilities Authority immediately.

SIGNATURE

PRINT OR TYPE NAME

TITLE

3283470

Subscribed and sworn to before me

this _____ day of _____, 20_____

Signature of Notary Public

Notary Public of _____

My commission expires _____

FORM I

COMBINED CERTIFICATION OF DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
AND NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
 REQUEST FOR BIDS FOR BIDS
 FOR
 FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
 WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
 RELATED EQUIPMENT

CONTRACT AWARDS AND RENEWALS	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
CONTRACT AMENDMENTS AND EXTENSIONS	

<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
IF UNABLE TO CERTIFY	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the _____ is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the _____ to notify the _____ in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the _____ and that the _____ at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

FORM J

BID DOCUMENT SUBMISSION CHECKLIST

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR BIDS FOR BIDS
FOR
FROM FCC LICENSED CARRIERS FOR THE LEASE OF SPACE ON EXISTING
WATER TOWERS FOR THE PLACEMENT OF CELLULAR ANTENNAS AND
RELATED EQUIPMENT**

A. Failure to submit the following documents with the submission of the bid will cause the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required With
Submission of Bid
(Owner's checkmarks)

Initial Each Item
Submitted with Bid
(Bidder's initials)

X	Bid Pricing Form	
X	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
X	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
X	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications of bid document(s)	

B. Failure to submit the following documents prior to the time of award may cause the bid to be rejected.

Submission
Prior to Award
(Owner's checkmarks)

Initial Each Item
Submitted with Bid
(Bidder's initials)

Submission
Prior to Award
(Owner's checkmarks)

Initial Each Item
Submitted with Bid
(Bidder's initials)

X	Non-Collusion Affidavit (this form must be Notarized)	
X	No Material Change of Circumstances Certification	
X	Bid Document Submission Checklist	

X	Affidavit of Non-Debarred Status	

D. The following documents are required to be submitted prior to award of contract.

Required Prior To
Contract Award
(Owner's checkmarks)

Initial Each Item
Submitted with Bid
(Bidder's initials)

X	Business Registration Certificate(s) of Bidder and Subcontractors (if any) (N.J.S.A. 40:11-23.2) (see Form M for reference)	
X	Combined Certification of Non-Involvement in Prohibited Activities in Russia and Belarus and Investment Activities in Iran	

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements.

Name of Bidder: _____

Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

3283470

IV TANK PLANS

#3283470

