



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
MARCH 28, 2022
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

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

- a. Eagle Scout Project
- b. Arbor Day Proclamation

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) BOROUGH COUNCIL DISCUSSION ITEMS

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

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. R93-22, Approving the Person-to-Person Transfer of Liquor License #1425-44-002-002 from Gilchrist Corp Inc. to Mountain Lakes Liquor LLC
- b. R96-22, Authorizing the Payment of Bills
- c. 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

- d. R98-22, Acknowledging Notice of the Issuance of Bonds by the Public Finance Authority to Fund a Loan to the Craig School in Mountain Lakes*
- e. R99-22, Authorizing an Amendment to the Temporary Budget for the Calendar Year 2022*

***APPROVAL OF MINUTES**

3/14/22 (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

Boulevard Trolley Track Historical Marker Eagle Project Plan

By Olin Bose, Mountain Lakes BSA Troop 41

Project plan

- Design and Construct three historical marker signs describing the trolley that used to run on the Boulevard, linking Denver and Boonton as part of the Morris County Traction company network from 1910 to 1928
- Place these signs in three different places on the Boulevard
- The text and pictures on the signs will contain historical facts about the trolley service in Mountain Lakes and its importance to Mountain lakes history

Why?

- The trolley was an important factor in the original growth of Mountain Lakes
- Today, the path that used to be the trolley track is path used by many people in Mountain Lakes for walking and jogging, and this path is referred to as the “Boulevard Trolley Line Path” on Google Maps
- Not too many people know much about the trolley, and it would be helpful to put information about the trolley along the path

How: Project Plan

The Project Plan:

1. Obtain permits for construction (HPC)
2. Design text for signs and QR code
3. Order signs from Garden State Highway Products (who have produced similar signs in ML) (Troop 41)
4. Purchase materials and obtain tools (Troop 41)
5. Construct signs (Troop 41)
6. Install signs at designated locations (Troop 41)



The sign (including the plate) would look like this

Signs: Information

- Each sign will contain a different photograph of the trolley
- They will also contain information about different facets of the trolley system
- They all will contain a QR code linking to the town website



Where: Proposed Sign Locations

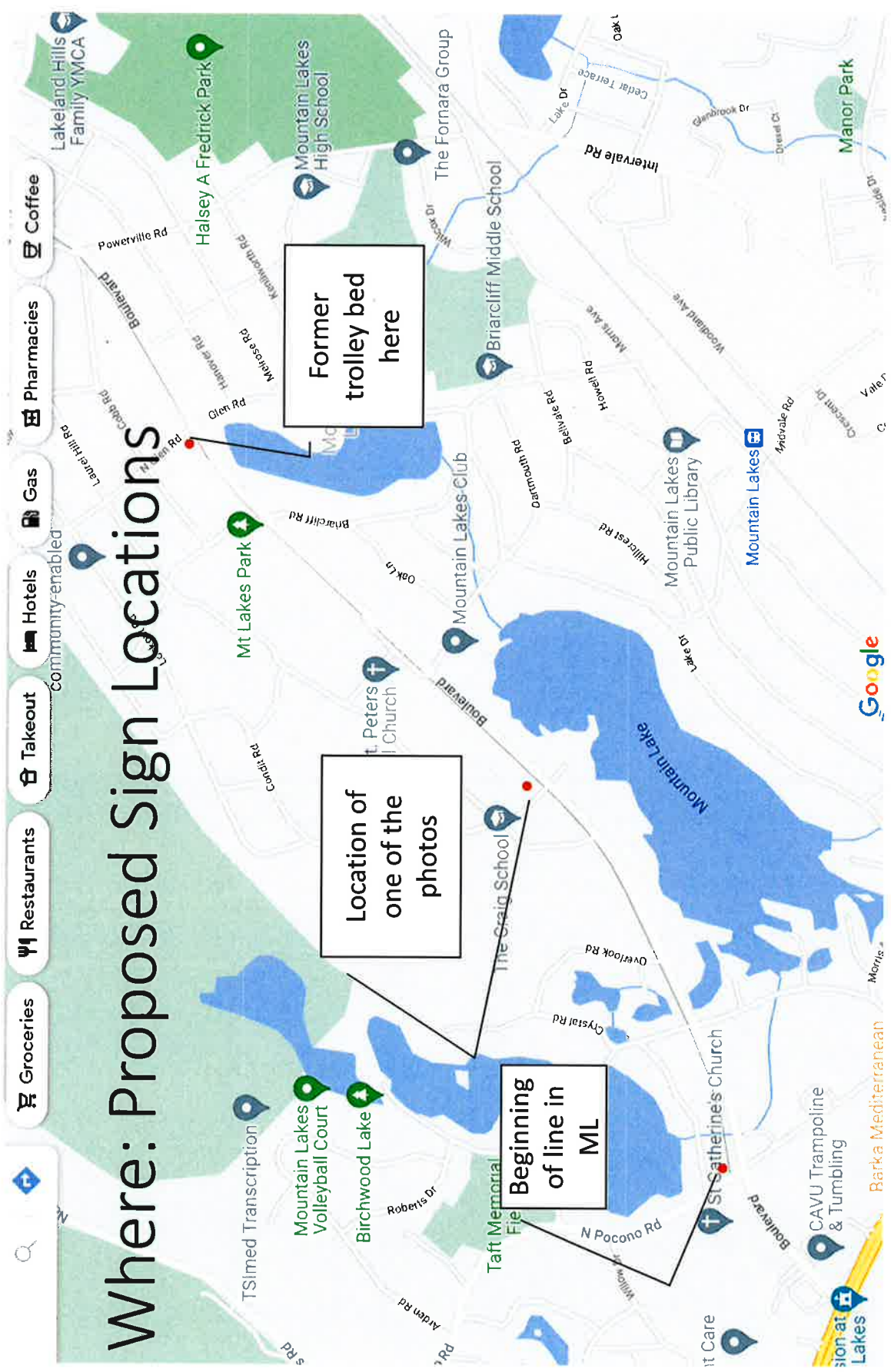
Former trolley bed here

Location of one of the photos

Beginning of line in ML

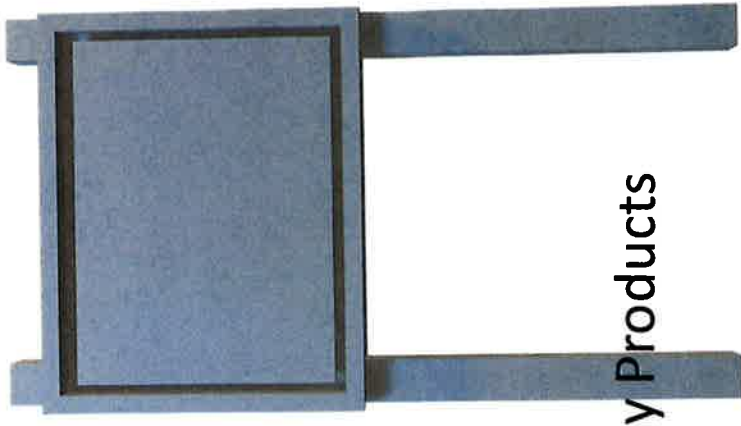
Location of
one of the
photos

Beginning
of line in



How: Items needed for the Project

- Wood – 3x of (\$100 estimated total)
 - 1 piece of plywood 28x22.5
 - 2, 2.5x2.5x52
 - 2, 1.25x1.5x28
 - 2, 1.25x1.5x21.25
- 3 Sign plates – To be acquired from Garden State Highway Products (about \$90 each)
- Cement for cement footings
- Tools for putting the signs together
- Other tools



Borough of Mountain Lakes, New Jersey

Arbor Day Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Mountain Lakes has again been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices,

NOW, THEREFORE, BE IT RESOLVED that I, **THOMAS MENARD**, Mayor of the Borough of Mountain Lakes, on behalf of the Borough Council of the Borough of Mountain Lakes, do hereby proclaim **April 29, 2022** as **Arbor Day in the Borough of Mountain Lakes**, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

BE IT FURTHER RESOLVED, that I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Thomas Menard, Mayor

Attest:

Mitchell Stern, Acting Municipal Clerk



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
F -973-402-5595

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of March 28, 2022.
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Mountain Lakes Train Station – Attached, please find a proposal from Connolly & Hickey, Historical Architects. The proposal, to prepare a scope of work to stabilize the building chimney and repair walls at the property, will address repairs to prevent further damage to the building. The cost of the proposal is not to exceed of \$5,500.

If Borough Council approves of this proposal, funding can come from either the Historic Preservation Trust Fund or through an amendment of the 2016 capital ordinance line for "Building & Grounds – Railroad Station Steps" (\$31,449 remaining). My recommendation is to amend the 2016 capital ordinance to broader wording that allows for necessary repairs to the train station building, rather than just to the stairs.

Respectfully Submitted,

Mitchell



**SHORT-FORM PROPOSAL
PROFESSIONAL ARCHITECTURE &
HISTORIC PRESERVATION SERVICES**

PROJECT: CHIMNEY STABILIZATION MEASURES & SITE WALL REPAIRS AT THE MOUNTAIN LAKES TRAIN STATION
CONTACT: CYNTHIA KORMAN, COUNCILMEMBER & MITCHELL STERN, BOROUGH MANAGER
CLIENT: BOROUGH OF MOUNTAIN LAKES
LOCATION: MOUNTAIN LAKES, MORRIS COUNTY, NJ
DATE: 17 FEBRUARY 2022

SCOPE OF WORK:

Based on our communications with representatives of the Borough of Mountain Lakes and a review of the existing conditions, Connolly & Hickey provides the following short-form proposal to prepare a scope of work for stabilization of the chimney and repairs at the site walls at the Mountain Lakes Train Station. The Mountain Lakes Train Station was built in 1912 to serve the DL&W Railroad and was constructed of local rough-cut stone with concrete trim utilizing elements of the Jacobean Revival style. The building is owned by the Borough and currently houses a restaurant. Based on our review of the conditions, our firm recommends installing netting at the chimney to stabilize any loose masonry and minor repointing at the site walls.

The scope of the professional services shall follow a logical but accelerated sequence of work and will include the preparation of a scope of work along with a bid form. Connolly & Hickey will assist the Borough in obtaining approval from the New Jersey Historic Preservation Office (NJHPO). Since the Train Station is listed on the New Jersey and National Registers of Historic Places, the firm shall prepare an Application for Project Authorization to the NJHPO prior to bidding the proposed work. Connolly & Hickey will also assist the Borough in obtaining bids from interested parties and will observe the work during construction in an as-needed rather than structured format.

We anticipate the duration of the project to be very short requiring one site observation to review the condition as revealed through construction and to ensure the project is progressing smoothly. The firm will also review any submittals and general progress and authorize payment.

The Project Team shall consist of Thomas B. Connolly, AIA who will take the lead in the administration of the contract during construction. Margaret M. Hickey, AIA will develop the contract documents and assist Tom during contract administration.

Deliverables

Deliverables include a written scope of work and bid forms.

Additional Services

Should the Borough require or should the project demand additional services beyond those covered under basic services in order to facilitate its completion, the Project Team is prepared to assist wherever possible. These services will be subject to the hourly rates established in the Cost Proposal section of this Proposal. Such Additional Services may include but not be limited to:

- services involving work on buildings or structures other than those specifically listed in this proposal;
- services of consultants or specialists other than those specifically listed in this proposal;
- testing of materials or surfaces other than those specifically listed in this proposal;
- site, civil or geo-technical engineering;
- structural engineering;
- mechanical and/or electrical engineering;

One South Union Avenue

P.O. Box 1726

Cranford, NJ 07016

973.746.491 | tel.

info@chhistoricalarchitects.com

chhistoricalarchitects.com

ARCHITECTURAL DESIGN

HISTORIC PRESERVATION

REHABILITATION

CULTURAL RESOURCE
MANAGEMENT

PROJECT: CHIMNEY STABILIZATION & SITE WALL REPAIRS AT THE MOUNTAIN LAKES TRAIN STATION
LOCATION: MOUNTAIN LAKES, MORRIS COUNTY, NJ
DATE: 17 FEBRUARY 2022

- soils testing;
- site utilities;
- land surveying; and
visitor orientation and display design.

Conditional Statements

This proposal attempts to be as inclusive as possible in order to provide the Borough with a comprehensive set of professional services. However, specific services must be understood to be beyond the intents and purposes of this proposal. These may include but not be limited to the following:

- concealed or unforeseen conditions;
- hazardous materials identification, risk assessment or abatement;
- compliance with any NJ Department of Environmental Protection or US Environmental Protection Agency requirements for wetlands;
- underground storage tank risk assessments;
- destructive testing other than those specifically mentioned in the proposal; and
- expert testimony related to any legal proceedings.

The professional services rendered as part of this proposal shall be usual and customary reflecting the care and skill ordinarily used by other historic architects and engineers when dealing with similar historic structures at the same time and in the same or similar localities.

COST OF SERVICES:

Based on the services outlined in the technical proposal, the following cost proposal is offered.

- I. CHIMNEY STABILIZATION MEASURES & SITE WALL REPAIRS
A. *Connolly & Hickey*

TOTAL NOT-TO-EXCEED

\$ 5,500

All services shall be provided using the following hourly rates:

CONNOLLY & HICKEY HISTORICAL ARCHITECTS, LLC

- | | |
|--|----------------|
| ▪ Principal Architect | \$ 145.00/hour |
| ▪ Principal Historic Preservation Specialist | \$ 135.00/hour |

Thank you for the opportunity to submit this proposal for your consideration. Please do not hesitate to contact me should you require additional information.

Sincerely,

Margaret M Hickey

Principal Historic Preservation Specialist

RESOLUTION AND ORDINANCE REVIEW FOR THE MARCH 28, 2022 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R93-22, APPROVING THE PERSON-TO-PERSON TRANSFER OF LIQUOR LICENSE #1425-44-002-002 FROM GILCHRIST CORP INC. TO MOUNTAIN LAKES LIQUOR LLC – this resolution authorizes the liquor license transfer from Gilchrist Corp. Inc. to Mountain Lakes Liquor LLC for premises located at 340 US Hwy 46 (El Dorado Warehouse).

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.

R98-22, ACKNOWLEDGING NOTICE OF THE ISSUANCE OF BONDS BY THE PUBLIC FINANCE AUTHORITY TO FUND A LOAN TO THE CRAIG SCHOOL IN MOUNTAIN LAKES – the Craig School is preparing for a significant renovation of its facilities in Mountain Lakes and is looking to finance their project through tax exempt bonds issued by an out-of-state governmental funding source. A condition of the funding is that the bond issue satisfy the "public approval" requirement of Section 147(f) of the Internal Revenue Code which requires that the bond issue be "approved" by the governmental unit having jurisdiction over the area in which any facility to be financed by the bond issue will be located ("host approval"). These approvals are effected by approval by the "applicable elected representative of the pertinent governmental unit" after a public hearing following reasonable public notice. The Craig School has requested that the Mayor sign the local approval form required as part of the application for funding. As per the Borough Attorney, in our form of government, it is not appropriate for the Mayor to sign the requisite approval without doing so under the authority of the Borough Council. Consequently, a resolution authorizing the Mayor to sign the requested document has been prepared.

The Borough, by acknowledging the application, in no way accepts any responsibility for the loan nor in any way vouches for the financial integrity of the borrower. The Borough also does not approve of any land use plans or proposals by taking this action. The Borough Attorney has expressly stated this in the resolution and language has been included confirming this fact. Information regarding the project is included in the Council packet, not because the plans are subject to Council approval, but only because it is fair for the public through the Council to have some sense of how the funds are proposed to be used if the Borough is being asked to "approve" of the request. Representatives from the Craig School will be at the meeting to answer any questions from the Council.

R99-22, AUTHORIZING AN AMENDMENT TO THE TEMPORARY BUDGET FOR THE CALENDAR YEAR 2022 – this resolution authorizes an increase in the temporary budget, as the original temporary budget is only valid for 90 days. Local budget law provides that the temporary budget may be amended prior to the adoption of the 2022 Budget for purposes and amounts required.

ORDINANCES TO INTRODUCE

None.

ORDINANCES TO ADOPT

None.

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

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

RESOLUTION 93-22

**“RESOLUTION APPROVING THE PERSON-TO-PERSON TRANSFER OF LIQUOR LICENSE #1425-44-002-002 FROM
GILCHRIST CORP. INC. TO MOUNTAIN LAKES LIQUOR LLC.”**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Distribution License Number 1425-44-002-002, heretofore issued to Gilchrist Corp. Inc. for premises located at 340 US HWY 46, Mountain Lakes, New Jersey 07046; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant, Mountain Lakes Liquor LLC, (the “Applicant”) is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the Applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey does hereby approve, effective March 14, 2022, the transfer of the aforesaid Plenary Retail Distribution License to Mountain Lakes Liquor LLC, and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: “This license, subject to all its terms and conditions, is hereby transferred to Mountain Lakes Liquor LLC. effective March 28, 2022.”

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 March 28, 2022.

Mitchell Stern, Acting Municipal Clerk

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

TR#: _____

FEE: _____

DATE: _____

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
RETAIL LIQUOR LICENSE APPLICATION

Action ID Code
[] [] [] []
A W D U

STATE ASSIGNED LICENSE NUMBER

1425 - 44 - 002 - 002
[For DIVISION use only _____]

DATE APPLICATION FILED:

11 / 23 / 21

CODE TYPE OF LICENSE (CHECK ONE)
CLASS C LICENSES [N.J.S.A. 33:1-12]

- 31 _____ Club
32 _____ Plenary Retail Consumption
w/Broad Package Privilege
33 _____ Plenary Retail Consumption
36 _____ Plenary Retail Consumption
(Hotel/Motel Exception)
37 _____ Plenary Retail Consumption
(Theatre Exception)
35 _____ Seasonal Retail Consumption
(November 15 through April 30)
34 _____ Seasonal Retail Consumption
(May 1 through Nov. 14)
44 X _____ Plenary Retail Distribution
43 _____ Limited Retail Distribution
OTHER
14 _____ Annual State Permit
(N.J.S.A. 33:1-42, NJAC 13:2-52)

THIS APPLICATION IS FOR:

- _____ A New License
X _____ Person to Person Transfer
(Incl. Partnership change,
except Ltd. Partnership)
_____ Place to Place Transfer
(Including expansion of premises)
_____ Change of Corporate Structure
_____ Extension of License (To Executor,
Receiver, Administrator, etc.)
_____ Renewal of License
_____ Amendment of Application of File
_____ Other _____

This Area is Reserved for Municipal Use

Municipal Fee \$ 250.00

Effective Date ____ / ____ / ____

(As Stated in Resolution. Date of resolution unless otherwise established.)

State Fee \$ 200.00

Date Denied ____ / ____ / ____

(As Stated in Resolution)

Refund Amount \$ _____

Special Conditions Attached: ____ Yes X No

Fox, Cara

Type or Print Name (Last name, first, middle initial) of Municipal Clerk or ABC Secretary

Cara Fox

Signature of Municipal Clerk or ABC Secretary

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

Application is made on behalf of: _____

1 = An Individual
 3 = A Partnership
 5 = Incorporated Club

2 = Business Corporation
 4 = Unincorporated Club
 6 = Limited Partnership

2.1 NAME(S) AS IT DOES OR WILL APPEAR ON THE LICENSE CERTIFICATE (NOT "TRADE NAME"):

Mountain Lakes Liquor LLC

(Last Name, First, Middle Initial or Corporate Name)

2.2 ACTUAL ADDRESS WHERE THE LICENSE IS TO BE USED (SITED PREMISES):

Street Address 340 US Hwy 46 East
 Number Street Name

Municipality Mountain Lakes Zip 07046

Telephone number of business (973) 627 - 5550
 Area Exchange Number

2.3 If no licensed premises exists or if mailing address is different than the "actual address" given above, provide the mailing address: (Insert N/A if not applicable). N/A

Street Address _____
 Number _____ Street Name _____
 P.O. Box # _____ Municipality _____ State _____
 Zip _____ Telephone () _____

2.4 New Jersey Sales Tax Certificate of Authority No. 87-3419679

2.5 TRADE NAME(S) UNDER WHICH BUSINESS IS TO BE CONDUCTED. ALL TRADE NAMES MUST BE LISTED AND REGISTERED WITH THE NJ SECRETARY OF STATE (If a corporation) OR COUNTY CLERK (If a partnership or sole proprietor):

El Dorado Warehouse

2.6 THE FOLLOWING QUESTIONS ARE TO BE ANSWERED BY ALL APPLICATNS OTHER THAN APPLICANTS FOR A NEW LICENSE:

A. IS THE LICENSE ACTIVELY USED AT AN OPERATING PLACE OF BUSINESS?
X Yes _____ NoB. IF NO, GIVE THE DATE THE BUSINESS STOPPED OPERATING (OR THE DATE THE LICENSE WAS ORIGINALLY ISSUED IF NEVER SITED AT AN OPERATING PLACE OF BUSINESS):
____ / ____ / ____C. IF THE LICENSE IS INACTIVE AND THE APPLICATION IS FOR A TRANSFER, WILL THE LICENSE BE USED AT AN OPERATING PLACE OF BUSINESS AFTER APPROVAL?
____ Yes _____ No2.7 THE FOLLOWING QUESTIONS AR TO BE ANSWERED BY AN APPLICANT FOR A NEW LICENSE: N/AA. WILL THE LICENSE BE USED AT AN OPERATING PLACE OF BUSINESS IMMEDIATELY UPON ISSUANCE?
____ Yes _____ NoB. IF NO, PROVIDE ANTICIPATED DATE OF LICENSE ACTIVATION:
____ / ____ / ____

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

The following questions identify information about the licensed premises. This describes the area or place which is to be licensed for the sale, service, consumption, delivery, receipt, or storage of alcoholic beverages. If the license is inactive and NOT SITED AT A PLACE OF BUSINESS answer question 3.1 only, entering N/A for "not applicable." (If you use N/A as a response to questions 3.1, question 2.2 on Page 2 should also be answered N/A).

3.1 HOW MANY SEPARATE BUILDING ARE TO BE INCLUDED UNDER THIS LICENSE? 1

If more than one building is to be included under this license, a separate page number three is to be submitted covering each building.

An up-to-date sketch of the entire licensed premises should be submitted for inclusion, in the State ABC license file.

3.2 BUILDING NO. 1 OF 1 TO BE LICENSED.3.3 IS THE ENTIRE BUILDING TO BE LICENSED? Yes ☒ No

If the answer to question 3.3 is "No," specify which floors are to be under license and which ones are not by answering the following questions:

3.4 Basement	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	All of it	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
1 st floor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	All of it	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2 nd floor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	All of it	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3 rd floor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	All or it	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Specify each additional floor number to be included under this license: _____

If only part of any floor is to be licensed, attach a more detailed explanation with sketches to clearly delineate licensed from unlicensed areas.

3.5 ARE ANY GROUNDS ADJACENT TO THE BUILDING UNDER LICENSE TO BE INCLUDED AS PART OF THE LICENSED PREMISES? Yes ☒ No3.6 IS THERE ANY UNLICENSED AREA LOCATED BETWEEN BUILDINGS UNDER THIS LICENSE OR BETWEEN LICENSED ADJACENT GROUNDS? Yes ☒ No

IF ANSWER IS "YES" ATTACH A SKETCH OF THE LICENSED AND UNLICENSED AREAS SHOWING DIMENSIONS IN FEET.

3.7 DOES THE APPLICANT OWN THE BUILDING? Yes ☒ No
IF "YES", IS THERE A MORTGAGE ON THE BUILDING? Yes ☐ No
DOES THE APPLICANT LEASE THE BUILDING? ☒ Yes ☐ No

3.8 MORTGAGEE (HOLDER OF MORTGAGE): N/A

Street Address _____ (Last Name, First Name, Middle Initial or Corporate Name)
P.O. Box # _____ Number _____ Street Name _____
Municipality _____ State _____
Zip _____ - _____

3.9 LANDLORD (HOLDER OF LEASE):

RayAnn46 LLC

Street Address _____ (Last Name, First Name, Middle Initial or Corporate Name)
P.O. Box # _____ Number 1218 Street Name Hamilton Drive
Municipality Rockaway State NJ
Zip 07866 - _____

4.1 IS THE NEAREST ENTRANCE OF THE PLACE TO BE LICENSED WITHIN 200 FEET OF THE NEAREST ENTRANCE OF ANY CHURCH OR SCHOOL? _____ Yes X No

IF THE ANSWER IS "YES", IS A WAIVER SIGNED BY THE APPROPRIATE OFFICIAL ATTACHED TO THIS APPLICATION? _____ Yes _____ No

4.2 DOES THE APPLICANT INTEND TO USE ANY VEHICLE FOR THE TRANSPORT OR DELIVERY OF ALCOHOLIC BEVERAGES? _____ Yes X No (TRANSIT INSIGNIA IS NECESSARY BEFORE BEVERAGES MAY BE TRANSPORTED.)

4.3 HAS THE APPLICANT FILED AN ANNUAL SPECIAL TAX REGISTRATION AND RETURN FORM (ATF F 5630.5) WITH THE BUREAU OF ALCOHOL, TOBACCO AND FIREARMS?
 _____ Yes X No

IF "YES", DATE FILED ____ / ____ / ____

4.4 WILL ANY BUSINESS OTHER THAN THE SALE OF ALCOHOLIC BEVERAGES BE CONDUCTED ON THE PREMISES TO BE LICENSED? X Yes No

IF THE ANSWER IS "YES", INDICATE THE NATURE OF THE BUSINESS AND WHO WILL CONDUCT IT BY RESPONDING TO THE FOLLOWING QUESTIONS:

<input type="checkbox"/> Restaurant	<input type="checkbox"/> Applicant	<input type="checkbox"/> Other
<input type="checkbox"/> Catering	<input type="checkbox"/> Applicant	<input type="checkbox"/> Other
<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Applicant	<input type="checkbox"/> Other
<input type="checkbox"/> Amusements	<input type="checkbox"/> Applicant	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> NJ Lottery	<input checked="" type="checkbox"/> Applicant	<input type="checkbox"/> Other
<input type="checkbox"/> Grocery or Delicatessen	<input type="checkbox"/> Applicant	<input type="checkbox"/> Other
<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Applicant	<input type="checkbox"/> Other

4.5 IF SOMEONE OTHER THAN THE APPLICANT WILL OPERATE THE OTHER BUSINESS ON THE LICENSED PREMISES, ANSWER THIS QUESTION. IF THERE IS MORE THAN ONE INDIVIDUAL OR COMPANY, ATTACH A SEPARATE PAGE LISTING THE REQUESTED INFORMATION FOR EACH OPERATOR. N/A

Business to be operated _____

Name of company/individual _____
(Last Name, First Name, or Corporate Name)

Street Address _____

Municipality _____ State _____

Zip _____ NJ Sales Tax Certificate of Authority No. _____

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

ALL APPLICANTS ANSWER THE FOLLOWING

- 5.1 IS THE APPLICATION OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION A POLICE OFFICER OR HOLD ANY POSITION ENTRUSTED WITH THE ENFORCEMENT OF ANY LAWS CONCERNING ALCOHOLIC BEVERAGES IN ANY MANNER WHATSOEVER?

____ Yes X No

If the answer is "Yes", complete the following:

Name of individual _____
Last Name First Middle Initial

Title of position held _____

Name of Employing Agency _____

- 5.2 DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION, OR ANY PERSON HAVING A BENEFICIAL INTEREST IN THE LICENSED BUSINESS HOLD OFFICE IN THE UNIT OF GOVERNMENT ISSUING THE LICENSE? ____ Yes X No

IF THE ANSWER IS "YES", COMPLETE THE FOLLOWING:

Name of individual _____
Last Name First Middle Initial

Title of office _____

Municipality _____

- 5.3 DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS LICENSE APPLICATION, OR ANYONE WITH A BENEFICIAL INTEREST IN THE LICENSED BUSINESS, DIRECTLY OR INDIRECTLY, HAVE ANY INTEREST IN ANY BREWERY, WINERY, DISTILLER, RECTIFYING AND BLENDING PLANT, IMPORTER OR WHOLESALE ALCOHOLIC BEVERAGE BUSINESS, AS OWNER, PART OWNER, LANDLORD, TENANT, MORTGAGE HOLDER, OR AS A STOCKHOLDER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, OR OTHERWISE?

____ Yes X No

IF THE ANSWER IS "YES" ATTACH AN AFFIDAVIT EXPLAINING THE RELATIONSHIP AND NATURE OF THE INTEREST AND COMPLETE THE FOLLOWING:

A. New Jersey license number, if applicable _____

- B. IF THE BUSINESS DOES NOT HOLD A NEW JERSEY LIQUOR LICENSE, ANSWER THE FOLLOWING QUESTIONS:

Name of entity conducting business (Corporation, Partnership or Individual)

(Last Name, First Name, or Corporate Name)

Street Address _____
Number Street Name

P.O. Box # _____ Municipality _____ State _____

Zip _____

Type of Business _____

ALL APPLICANTS ANSWER THE FOLLOWING

- IF THE ANSWER TO THIS QUESTION IS "YES", ANSWER THE FOLLOWING:
Type of License or Permit Denied: _____ Date: _____

Reason for Denial

- IF THE ANSWER IS "YES", ANSWER THE FOLLOWING:

Reason for Denial

- Yes X No

Name of individual

PENALTY WAS IMPOSED BY:

PENALTY CONSISTED OF:

(indicate whether by Div. ABC or identify Local Issuing Authority)

____ FINED \$ _____

___NOT RENEWED

 SUSPENDED

____REVOKED

____ CANCELLED

___OTHER (explain)

- Yes No

A. IF THE ANSWER IS "YES", ANSWER THE FOLLOWING:

Name of individual

State _____ Court of jurisdiction _____

Description of offense (specific charge)

Disposition (fine, penalty, etc.)

Nature of interest in entity to be licensed

- B. If applicable, provide the date the Director of NJ Division of Alcoholic Beverage Control issued an order approving or disapproving disqualification removal: ____/____/____. (No license may be issued without an order from the Director, Division of Alcoholic Beverage Control determining no disqualification or removing disqualification. (See N.J.S.A. 33:1-31.2 and N.J.A.C. 13:2-15).

Provide Agency Docket No. : (NN)-

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

ALL APPLICANTS OTHER THAN CLUB LICENSE ANSWER THE FOLLOWING

7.1 DOES THE APPLICANT, A MEMBER OF THE APPLICANT'S IMMEDIATE FAMILY (SPOUSE, CHILDREN, PARENTS, IN-LAWS OR SIBLINGS), OR ANY PERSON WITH A BENEFICIAL INTEREST IN THE SUBJECT LICENSE OF THIS APPLICATION, HAVE ANY INTEREST IN ANY OTHER NEW JERSEY ALCOHOLIC BEVERAGE LICENSE?

☒ Yes ☐ No

IF THE ANSWER IS "YES", COMPLETE THE FOLLOWING BY LISTING THE NEW JERSEY LIQUOR LICENSE TWELVE DIGIT NUMBER(S), AND THE NAMES(S) OF THE PERSON(S) OR CORPORATIONS(S) WHO HOLD(S) SUCH INTEREST. USE ADDITIONAL PAGE(S) 7 AS NEEDED.

A. License number 0257 - 44 - 014 - 010

Name SHREE LABH LIQUOR LLC

(Last Name, First, Middle Initial or Corporate Name)

Relationship to applicant SELF (RUPESH PATEL)

B. License number 0257 - 44 - 014 - 010

Name SHREE LABH LIQUOR LLC

(Last Name, First, Middle Initial or Corporate Name)

Relationship to applicant SELF (RUPAL TRIVEDI)

C. License number _____ - _____ - _____ - _____

Name _____

(Last Name, First, Middle Initial or Corporate Name)

Relationship to applicant _____

7.2 WOULD ANY PERSON OR CORPORATION NAMED IN THIS APPLICATION FAIL TO QUALIFY FOR OWNERSHIP OF THE LICENSE IF APPLYING AS AN INDIVIDUAL, BECAUSE OF AGE, CRIMINAL CONVICTION, OR PROHIBITED INTERESTS IN OTHER LICENSES?

☐ Yes ☐ No

IF THE ANSWER IS "YES", ANSWER THE FOLLOWING BY INSERTING THE NAME OF THE INDIVIDUAL OR CORPORATION, THE SOCIAL SECURITY NUMBER AND DATE OF BIRTH IF AN INDIVIDUAL. USE ADDITIONAL PAGE(S) 7 AS NEEDED.

Name _____

(Last Name, First, Middle Initial or Corporate Name)

Social Security number _____ - _____ - _____ or

NJ Sales Tax Certificate of Authority No. _____

Date of Birth ____ / ____ / ____

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

ALL APPLICANTS ANSWER THE FOLLOWING

- 8.1 DOES THE APPLICANT OR ANYONE MENTIONED IN THIS APPLICATION OWE THE STATE OF NEW JERSEY OR THE UNITED STATES ANY LICENSE FEE, PENALTY, INTEREST OR ALCOHOLIC BEVERAGE TAX, WHICH HAS ACCRUED PURSUANT TO THE ALCOHOLIC BEVERAGE TAX LAW, THE ALCOHOLIC BEVERAGE LAW, OR ANY OTHER NEW JERSEY OR FEDERAL LAW?
☐ Yes ☒ No

- 8.2 HAS THE LICENSE BEEN ISSUED, OR IS IT BEING REQUESTED TO BE ISSUED FOR A HOTEL/MOTEL, AS AN EXCEPTION TO THE POPULATION RESTRICTION UNDER THE PROVISIONS OF N.J.S.A. 33:1-12.20?
☐ Yes ☒ No

- 8.3 HAS THE LICENSE BEEN ISSUED, OR IS IT BEING REQUESTED TO BE ISSUED AS AN EXCEPTION TO THE TWO LICENSE LIMITATION LAW (N.J.S.A. 33:1-12.32) FOR A HOTEL/MOTEL, RESTAURANT, BOWLING ALLEY OR INTERNATIONAL AIRPORT? ☐ Yes ☒ No

IF THE ANSWER IS "YES", CHECK ONE OF THE FOLLOWING: ☐ HOTEL/MOTEL
☐ RESTAURANT ☐ BOWLING ALLEY ☐ INTERNATIONAL AIRPORT

THE FOLLOWING ARE TO BE ANSWERED WHEN APPLICATION IS FOR A LICENSE TRANSFER.

- 8.4 LICENSE NUMBER SOUGHT TO BE TRANSFERRED 1425 - 44 - 002 - 002

- 8.5 IF THIS IS A REQUEST FOR A PERSON TO PERSON TRANSFER, INSERT NAME(S) OF PERSON (Last Name First), PARTNERSHIP OR CORPORATION CURRENTLY HOLDING THE LICENSE:

GILCHRIST CORP INC.
 (Last Name, First Name, Middle Initial or Corporate Name)

- 8.6 IF THIS IS A REQUEST FOR A PLACE TO PLACE TRANSFER OF A POCKET LICENSE (NO SITED PREMISES) MARK AN X HERE: ☒ N/A

IF THIS IS A REQUEST FOR A PLACE TO PLACE TRANSFER OF A SITED LICENSE, INSERT THE ADDRESS OF THE CURRENT SITE FROM WHICH THE LICENSE IS TO BE TRANSFERRED.

Street Address _____
 Number _____ Street Name _____
 Municipality _____ New Jersey
 Zip _____

THE FOLLOWING ARE TO BE ANSWERED BY APPLICANTS FOR A NEW LICENSE OR A LICENSE TRANSFER.

- 8.7 INSERT THE ANTICIPATED DATES WHEN PUBLIC NOTICE OF APPLICATION WILL BE PUBLISHED, PUBLICATION MAY NOT BE SOONER THAN THE DATE OF FILING OF THIS APPLICATION.

Date of first notice 2/25/22

Date of second notice 3/04/22

- 8.8 NAME OF NEWSPAPER TO PUBLISH NOTICE Daily Record

- 8.9 THE FOLLOWING ARE TO BE ANSWERED BY CORPORATIONS REPORTING A CHANGE OF CORPORATE STRUCTURE WHEREIN A NEW STOCKHOLDER ACQUIRES MORE THAN 1 PERCENT OF THE STOCK OF THE LICENSED COMPANY (ONE PUBLICATION OF NOTICE REQUIRED). N/A

Date of notice / /

Name of newspaper publishing notice _____

THE FOLLOWING QUESTIONS ARE FOR CLUB LICENSE APPLICANTS ONLY:

- 8.10 HAS THE CLUB BEEN IN ACTIVE OPERATION IN THE STATE OF NEW JERSEY FOR AT LEAST THREE YEARS CONTINUOUSLY IMMEDIATELY PRIOR TO THE SUBMISSION OF ITS APPLICATION FOR LICENSE? N/A
☐ Yes ☐ No

- 8.11 IS THE APPLICANT A CONSTITUENT UNIT, CHARTERED OR OTHERWISE DULY ENFRANCHISED CHAPTER OR MEMBER CLUB OF A NATIONAL OR STATE ORDER?
☐ Yes ☐ No

- 8.12 HAS THE CLUB HAD EXCLUSIVE POSSESSION AND USE OF CLUB QUARTERS FOR THREE CONTINUOUS YEARS?
☐ Yes ☐ No

- 8.13 DOES THE CLUB HAVE AT LEAST 60 VOTING MEMBERS?
☐ Yes ☐ No

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

ALL APPLICANTS ANSWER THE FOLLOWING

- 9.1 DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION, OR ASSOCIATION OTHER THAN THE APPLICANT HAVE AN INTEREST DIRECTLY OR INDIRECTLY IN THE LICENSE APPLIED FOR OR IS THE STOCK OF ANY STOCKHOLDER HELD IN ESCROW OR PLEDGED IN ANY WAY?

____ Yes X No

IF THE ANSWER IS "YES", ANSWER THE FOLLOWING, USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION OF INTEREST. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of individual (Last Name First) or Corporation _____

Social Security number _____ (Last Name, First Name, Middle Initial or Corporate Name) or _____

NJ Sales Tax Certificate of Authority No. _____

Street Address _____
Number _____ Street Name _____

P.O. Box # _____ Municipality _____ State _____

Zip _____

Describe Nature of Interest _____

- 9.2 DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION, OR ASSOCIATION HOLD ANY CHATTEL MORTGAGE OR CONDITIONAL BILL OF SALE OR OTHER SECURITY INTEREST ON ANY FURNITURE, FIXTURES, GOODS OR EQUIPMENT TO BE USED IN CONNECTION WITH THE BUSINESS TO BE OPERATED UNDER THE LICENSE APPLIED FOR?

____ Yes X No

IF THE ANSWER IS "YES", ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION OF INTEREST. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of individual (Last Name First) or Corporation _____

Social Security number _____ (Last Name, First Name, Middle Initial or Corporate Name) or _____

NJ Sales Tax Certificate of Authority No. _____

Street Address _____
Number _____ Street Name _____

P.O. Box # _____ Municipality _____ State _____

Zip _____

Describe Nature of Interest _____

- 9.3 HAS THE APPLICANT AGREED TO PERMIT ANYONE NOT HAVING AN OWNERSHIP INTEREST IN THE LICENSE TO RECEIVE OR AGREED TO PAY ANYONE (BY WAY OF RENT, SALARY, OR OTHERWISE) ALL OR ANY PERCENTAGE OF THE GROSS RECEIPTS OR NET PROFIT OR INCOME DERIVED FROM THE BUSINESS TO BE CONDUCTED UNDER THE LICENSE APPLIED FOR?

____ Yes X No

IF THE ANSWER IS "YES", ANSWER THE FOLLOWING, USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION OF INTEREST. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of individual (Last Name First) or Corporation _____

Social Security number _____ (Last Name, First Name, Middle Initial or Corporate Name) or _____

NJ Sales Tax Certificate of Authority No. _____

Street Address _____
Number _____ Street Name _____

P.O. Box # _____ Municipality _____ State _____

Zip _____

Describe Nature of Interest _____

APPLICANTS THAT ARE SOLE PROPRIETORS OR PARTNERSHIPS GO TO PAGE 10A. CORPORATIONS COMPLETE PAGE 10.

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

QUESTIONS TO BE ANSWERED BY CORPORATIONS ONLY. ANY CORPORATION THAT IS REPORTED TO HAVE AN INTEREST IN THE BUSINESS TO BE LICENSED, WHETHER THE LICENSEE COMPANY, THE PARENT CORPORATION OR THE LICENSED COMPANY, HOLDING COMPANY, OR OTHERWISE AFFILIATED IN THE CORPORATE CHAIN MUST ANSWER THE FOLLOWING USING SEPARATE PAGE 10 AND 10A FOR EACH CORPORATION. ANSWER QUESTIONS ON BOTH PAGE 10 AND 10A FOR EACH CORPORATION.

10.1 Name or corporation Mountain Lakes Liquor LLC

10.2 Street address of home office 10 Farmside Drive
 Municipality Freehold Number Street Name
 State NJ Zip 07728

10.3 NJ Sales Tax Certificate of Authority Number 87-3419679

10.4 IF CORPORATION ADDRESS IN NUMBER 10.2 ABOVE IS OUT OF STATE, REPORT BELOW THE ADDRESS OF ANY OFFICE LOCATION IN NEW JERSEY, INSERT N/A IF NONE. N/A

Street Address _____
 Number Street Name
 Municipality _____ New Jersey
 Zip _____

10.5 IS THE CORPORATION NOW AN EXISTING, VALID CORPORATION? ☒ Yes ☐ No10.6 DATE CHARTERED OR INCORPORATED 11 / 2 / 2021 STATE New Jersey10.7 CERTIFICATE OF INCORPORATION NUMBER 045072308610.8 IF NOT INCORPORATED UNDER THE LAWS OF NEW JERSEY, HAS THE CORPORATION RECEIVED AN AUTHORIZATION TO CONDUCT BUSINESS IN NEW JERSEY FROM THE NEW JERSEY OFFICE OF THE SECRETARY OF STATE?
☐ Yes ☐ No N/A10.9 HAS THE CORPORATION CHARTER EVER BEEN REVOKED BY THE OFFICE OF THE SECRETARY OF STATE IN NEW JERSEY?
☐ Yes ☒ No

IF THE ANSWER IS "YES", INSERT THE DATE OF REVOCATION, OR IF SUSPENDED, THE BEGINNING AND ENDING DATE OF THE SUSPENSION.

Date of revocation _____ / _____ / _____

Beginning date _____ / _____ / _____

Ending date _____ / _____ / _____

10.10 INSERT THE NAME AND ADDRESS OF REGISTERED OR AUTHORIZED AGENT IN NEW JERSEY UPON WHOM SERVICE OF PROCESS IN ANY PROCEEDINGS AGAINST THE APPLICANT, PURSUANT TO THE NEW JERSEY ALCOHOLIC BEVERAGE LAW, THE ALCOHOLIC BEVERAGE TAX LAW, OR PROCEEDINGS IN A STATE OF U.S. DISTRICT COURT, MAY BE MADE:

Name Patel, Rupesh

(Last Name, First Name, Middle Initial or Corporate Name)

Street Address 10 Farmside Drive
 Number Street NameMunicipality Freehold New JerseyZip 07728 Telephone Number (_____) _____
 Area Exchange Number

10.11 IF THE LICENSED COMPANY IS OWNED BY OTHER CORPORATION(S) OR IN A CORPORATE CHAIN, ATTACH A DIAGRAM DEPICTING THE CORPORATE RELATIONSHIPS AND THE PERCENTAGE OF STOCK INTEREST, IN THE COMPANY TO BE LICENSED, OWNED BY OTHER CORPORATIONS OR OTHER NON-CORPORATE ENTITIES (INDIVIDUALS, PARTNERSHIPS, ASSOCIATIONS).

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

ALL APPLICANTS ANSWER THE FOLLOWING (ADD PAGES AS NECESSARY)

SOLE OWNERS AND PARTNERSHIPS: Complete the page in full.

LIMITED PARTNERSHIP: All information about a general partner or partners of a limited partnership must be reported, whether the general partner is an individual or a corporation. A list of the names and addresses of all limited partners must be submitted as an attachment to this application with an identification of the percentage of each limited partner as it relates to total ownership of the business entity to be licensed.

CORPORATIONS: All corporation applicants or licensees and any corporation that has an ownership interest in the corporation under license or to be licensed must have been reported on page 10. Information on this page, 10A, will identify all officers, directors, and stockholders holding one percent or more of the shares of the respective company. Club licenses must list names of officers and directors and attach a current membership list.

NAME OF CORPORATION OR CLUB COVERED BY THIS PAGE (COMPLETE ONLY IF APPLICANT OR STOCKHOLDER IS A CORPORATION OR PARTNERSHIP)
Mountain Lakes Liquor LLC

Name of individual (last name first), stockholder, partner, officer or director:

JoshiChirag

Last Name

First

Middle Initial

Home Street Address

635

Number

Palmer Avenue

Street Name

P.O. Box #

Municipality TeaneckState New JerseyZip 07666

Social Security number

Date of birth 01 / 01 / 1974

Home telephone number

()

Area

Exchange

Number

Office telephone number

()

Area

Exchange

Number

% of business owned or controlled 40%

Number of shares

Check position that applies:

☐ Sole owner☐ Partner☐ Stockholder☐ President☐ Vice-President☐ Secretary☐ Treasurer☐ Director☐ Trustee☐ Manager☐ Agent☐ Executor/Administrator☐ Receiver☐ Beneficiary☒ Other (specify)Managing Member

Name of individual (last name first):

TrivediRupal

Last Name

First

Middle Initial

Home Street Address

401

Number

Brock Court

Street Name

P.O. Box #

Municipality ParamusState New JerseyZip 07652

Social Security number

Date of birth 09 / 23 / 1971

Home telephone number

()

Area

Exchange

Number

Office telephone number

()

Area

Exchange

Number

% of business owned or controlled 20%

Number of shares

Check position that applies:

☐ Sole owner☐ Partner☐ Stockholder☐ President☐ Vice-President☐ Secretary☐ Treasurer☐ Director☐ Trustee☐ Manager☐ Agent☐ Executor/Administrator☐ Receiver☐ Beneficiary☒ Other (specify)Managing Member

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

ALL APPLICANTS ANSWER THE FOLLOWING (ADD PAGES AS NECESSARY)

SOLE OWNERS AND PARTNERSHIPS: Complete the page in full.

LIMITED PARTNERSHIP: All information about a general partner or partners of a limited partnership must be reported, whether the general partner is an individual or a corporation. A list of the names and addresses of all limited partners must be submitted as an attachment to this application with an identification of the percentage of each limited partner as it relates to total ownership of the business entity to be licensed.

CORPORATIONS: All corporation applicants or licensees and any corporation that has an ownership interest in the corporation under license or to be licensed must have been reported on page 10. Information on this page, 10A, will identify all officers, directors, and stockholders holding one percent or more of the shares of the respective company. Club licenses must list names of officers and directors and attach a current membership list.

NAME OF CORPORATION OR CLUB COVERED BY THIS PAGE (COMPLETE ONLY IF APPLICANT OR STOCKHOLDER IS A CORPORATION OR PARTNERSHIP)

Name of individual (last name first), stockholder, partner, officer or director:

PatelRupesh

Last Name

First

Middle Initial

Home Street Address

10

Number

Farmside Drive

Street Name

P.O. Box #

Municipality

Freehold

State

New JerseyZip 07728

Social Security number

Date of birth 08 / 06 / 1970

Home telephone number

()

Area

Exchange

Number

Office telephone number

()

Area

Exchange

Number

% of business owned or controlled 20%

Number of shares

Check position that applies:

☐ Sole owner☐ Partner☐ Stockholder☐ President☐ Vice-President☐ Secretary☐ Treasurer☐ Director☐ Trustee☐ Manager☐ Agent☐ Executor/Administrator☐ Receiver☐ Beneficiary☒ Other (specify)Managing Member

Name of individual (last name first):

PatelVarun

Last Name

First

Middle Initial

Home Street Address

47

Number

Maple Fields

Street Name

P.O. Box #

Municipality

Middletown

State

NYZip 10940

Social Security number

Date of birth 04 / 14 / 1986

Home telephone number

()

Area

Exchange

Number

Office telephone number

()

Area

Exchange

Number

% of business owned or controlled 20%

Number of shares

Check position that applies:

☐ Sole owner☐ Partner☐ Stockholder☐ President☐ Vice-President☐ Secretary☐ Treasurer☐ Director☐ Trustee☐ Manager☐ Agent☐ Executor/Administrator☐ Receiver☐ Beneficiary☒ Other (specify)Managing Member

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER 1425 - 44 - 002 - 002

AFFIDAVIT

LICENSE PERIOD
APPLIED FORFROM 07/01/2021 TO 06/30/2022

DATE:

State of New Jersey)
County of Middlesex) SS:

As provided by law (N.J.S.A. 33:1-35),

(Check One)

1. The Individual Applicant
2. Members of the Partnership Applicant

3. _____ of _____
 (President/Vice-President) (Corporation or Club Name)

consent(s) that the licensed premises and all portions of the building constituting the licensed premises, including all rooms, cellars, closets, out-buildings, passageways, vaults, yards, attics, and every part of the structure of which the licensed premises are a part and all buildings used in connection therewith which are in his/her/their possession or under his/her/their control, may be inspected and searched without warrant at all hours by the Director of the Division of Alcoholic Beverage Control, his or her duly authorized deputies, inspectors, or investigators and all other sworn law enforcement officers, and being duly sworn according to law, upon his/her/their oath(s), depose(s) and say(s) that he/she is (they are) the person(s) duly authorized to sign the application, that in instance of corporate ownership, the signator is authorized by corporate resolution to sign on behalf of the corporations; and that the contents of this application represent complete disclosure of fact, and that the contents of this application are true.

(Signature of Individual Applicant / sole proprietor)

(Corporations Only)
 Attestation by Corporate Secretary

Attest:

Corporate Name _____

By _____
(Signature of Corporate President or Vice President)

Secretary _____
 Signature
 Affix Corporate Seal

Mountain Lakes Liquor LLC

(Partnership Name)

(Signature of Partner) Chirag Joshi, Managing Member(Signature of Partner) Rupal Trivedi, Managing Member(Signature of Partner) Rupesh Patel, Managing Member(Signature of Partner) Varun Patel, Managing Member

Sworn to and subscribed before me
 this 16th day of November 2021.

AFFIDAVIT MUST BE SIGNED HERE →
 BY DULY AUTHORIZED NOTARY PUBLIC
 OR AN ATTORNEY AT LAW OF NEW JERSEY

Nulifer Kline
 (Signature of Officer Administering Oath)
Nulifer Kline
 (Printed Name of Officer Administering Oath)
Notary
 (Title of Officer Administering Oath)

(Date of Expiration of
 Commission, if applicable)



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

RESOLUTION 96-22

"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 March 28, 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 March 28, 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: 03/28/2022 For bills from 03/10/2022 to 03/23/2022

Check#	Vendor	Description	Payment	Check Total
20172	2426 - AGL WELDING SUPPLY CO.	PO 24866 DPW - EQUIPMENT & TOOLS - BLANKET	86.27	86.27
20173	206 - ALLEN PAPER & SUPPLY CO.	PO 24914 DPW / BOROUGH HALL - DEPARTMENT SUPPLIES	529.68	529.68
20174	196 - ALLIED OIL	PO 24960 DPW - UNLEADED FUEL	4,225.07	4,225.07
20175	189 - ANCHOR ACE HARDWARE	PO 24352 BH: RENOVATION BLANKET 2021	52.56	
		PO 24667 DPW - DEPARTMENT SUPPLIES - BLANKET	59.49	
		PO 24918 BH RENO: POLICE TRAILER REPAIR	351.32	
		PO 24931 WATER DEPARTMENT SUPPLIES - BLANKET	88.28	551.65
20176	189 - ANCHOR ACE HARDWARE	PO 24932 RECREATION DEPARTMENT SUPPLIES - BLANKET	90.71	90.71
20177	102 - ANDERSON & DENZLER ASSOC., INC	PO 24985 FEBRUARY 2022 PROFESSIONAL SERVICES	1,385.60	
		PO 24985 FEBRUARY 2022 PROFESSIONAL SERVICES	529.10	
		PO 24985 FEBRUARY 2022 PROFESSIONAL SERVICES	259.80	
		PO 24985 FEBRUARY 2022 PROFESSIONAL SERVICES	173.20	2,347.70
20178	3973 - ARCARI & IOVINO ARCHITECTS, PC	PO 23185 BORO HALL: CONSTRUCTION ADMINISTRATION P	877.50	877.50
20179	2686 - ATLANTIC TACTICAL OF NJ, INC.	PO 24674 POLICE: NJ State Contract #17-Fleet-007	183.65	183.65
20180	2147 - CCTMO LLC	PO 24889 MAR 2022 - CELL TOWER REIMBURSEMENT CROW	1,941.55	1,941.55
20181	2196 - CHRISTINA WHITAKER	PO 24604 2022 QUARTERLY HEALTH BENEFITS REIMBURSE	549.15	549.15
20182	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 24923 LEGAL: FEBRUARY 2022 PROFESSIONAL SERVIC	1,963.50	1,963.50
20183	2396 - COUNTY WELDING SUPPLY CO.	PO 24867 SPW - EQUIPMENT & TOOLS - BLANKET	34.00	34.00
20184	576 - DAVE'S TIRE, LLC	PO 24961 POLICE: TIRES	615.00	615.00
20185	2971 - DIRECT ENERGY BUSINESS	PO 24978 ACCT#: 614054 - 936656 - FEBRUARY 2022	1,170.22	1,170.22
20186	2769 - DOVER DODGE, CHRYSLER, JEEP, INC.	PO 24973 POLICE: VEHICLE REPAIR	259.49	259.49
20187	4262 - FELDMAN LUMBER - US LEM, LLC	PO 24906 BH RENO: SUPPLIES	6,284.00	6,284.00
20188	1170 - FERGUSON ENTERPRISES #501	PO 24253 BH RENO: SUPPLIES - BLANKET	490.06	
		PO 24763 BH: RENOVATION	1,600.00	
		PO 24816 BH RENO: BLANKET	1,029.37	
		PO 24968 BH: RENOVATIONS - SUPPLIES	464.24	3,583.67
20189	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 24872 DPW - SIGNS	1,383.65	
		PO 24877 WATER DEPARTMENT - FACILITY MAINTENANCE	52.50	1,436.15
20190	503 - HERBERT J. COHRS	PO 24605 2022 QUARTERLY HEALTH BENEFITS REIMBURSE	1,362.00	1,362.00
20191	4188 - HERC RENTALS, INC.	PO 24970 BH: RENOVATIONS - RENTAL EQUIPMENT	3,946.00	3,946.00
20192	4209 - HUNTER CARRIER SERVICES	PO 24984 ADMIN: 2022 INTERIM PHONE SYSTEM - ACCT	1,946.74	1,946.74
20193	3817 - IL TORRENTE PIZZA	PO 24601 DPW - MEALS BLANKET	152.55	152.55
20194	859 - JCP&L	PO 24948 MASTER ACCT#200 000 574 000/ BILL DATE:	66.35	
		PO 24949 M/A #200 000 053 658 / BILL DATE: MAR 7,	51.66	
		PO 24950 M/A #200 000 054 011/ BILL DATE: MAR 7,	84.48	202.49
20195	859 - JCP&L	PO 24951 MAST ACCT# 200 000 021 275 / BILL DATE:	5,259.20	
		PO 24979 M/A #200 000 020 764: BILL DATE: JAN 11,	239.43	
		PO 24980 ACCT#100 145 670 5333 / BILL PRD: Nov 21	3,077.68	8,576.31
20196	4273 - JOSEPH MOTYKA	PO 24942 POLICE: REIMBURSEMENT	111.44	111.44
20197	2561 - LIFESAVERS, INC.	PO 24943 POLICE: E-CARDS	63.00	63.00
20198	1363 - M.J. CORIGLIANO	PO 24922 STREETS & ROADS - TOWING SERVICES	525.00	525.00
20199	3926 - MITCHELL STERN	PO 24959 REIMBURSEMENT FOR SURVEY MONKEY ANNUAL P	384.00	384.00
20200	2534 - MORRIS COUNTY OVERHEAD DOOR COMPANY	PO 24726 DPW / WATER DEPT. - GARAGE DOOR REPAIR -	335.00	335.00
20201	1311 - MORRIS CTY TREASURER	PO 24663 MORRIS COUNTY COMMUNICAITONS DISPATCH SE	26,497.42	26,497.42
20202	4196 - MOUNTAIN LAKES REALTY, LLC	PO 24833 BH: LEASE PAYMENTS FOR TEMP BORO HALL	2,500.00	2,500.00
20203	1394 - MTN. LAKES PUBLIC LIBRARY	PO 24890 APRIL 2022 MTN LAKES PUBLIC LIBRARY AID	25,309.00	25,309.00
20204	1472 - MURPHY MCKEON P.C.	PO 24954 FEBRUARY 2022 LEGAL SERVICES - TAX APPEA	1,275.00	
		PO 24971 MARCH 2022 PROFESSIONAL SERVICES - RETA	4,166.66	5,441.66
20205	2397 - NAPA AUTO PARTS	PO 24622 DPW - VEHICLE REPAIRS	789.03	
		PO 24665 DPW - VEHICLE REPAIRS - BLANKET	95.49	
		PO 24693 POLICE: AUTO PARTS	409.70	
		PO 24748 DPW - VEHICLE REPAIR	142.74	
		PO 24812 SOLID WASTE: EQUIPMENT REPAIR	210.46	
		PO 24876 DPW - VEHICLE REPAIRS	678.00	
		PO 24879 DPW - VEHICLE REPAIRS	288.71	2,614.13
20206	2397 - NAPA AUTO PARTS	PO 24885 DPW - VEHICLE OIL	233.16	
		PO 24921 DPW - DEPARTMENT SUPPLIES	229.15	
		PO 24926 DPW - SNOW REMOVAL	199.80	
		PO 24927 DPW - DEPARTMENTSUPPLIES	715.12	
		PO 24928 DPW - VEHICLE REPAIRS	212.08	1,589.31
20207	4309 - NEEKE SWART	PO 24947 RACK & RINGS REFUND	100.00	100.00
20208	4235 - NET2PHONE, INC.	PO 24656 2022 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
20209	3367 - NEW JERSEY EZ PASS	PO 24614 POLICE: TOLLS - BLANKET 2022 - Acct# 200	2.00	2.00
20210	1553 - NEW JERSEY NATURAL GAS	PO 24977 FEB-MAR 2022 SERVICE	2,509.67	2,509.67
20211	3415 - NJ CRIMINAL INTERDICTION LLC	PO 24917 POLICE: TRAINING	225.00	225.00
20212	4194 - OLDE TOWNE DELI	PO 24732 WATER DEPARTMENT - MEALS - BLANKET	124.40	124.40
20213	3659 - OPTIMUM	PO 24658 2022 BORO TRAILER INTERNET SERVICES ACCT	210.72	210.72
20214	4213 - OPTIMUM	PO 24660 2022 BORO (TEMP SPACE) INTERNET SVCS. AC	156.23	156.23
20215	1734 - READYREFRESH BY NESTLE	PO 24702 ACCT# 0016496903 - 2022 BLANKET (6 MONTH	106.30	106.30

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 03/28/2022 For bills from 03/10/2022 to 03/23/2022

Check#	Vendor	Description	Payment	Check Total
20216	3990 - RICH TREE SERVICE, INC.	PO 24550 2021 PRUNE & REMOVE SHADE TREE LIST	18,150.00	18,150.00
20217	1948 - SHEAFFER SUPPLY, INC.	PO 24681 BH RENO: SUPPLIES - BLANKET	181.70	
		PO 24967 BH: RENOVATIONS - SUPPLIES	445.86	627.56
20218	1994 - SHERWIN-WILLIAMS COMPANY	PO 24823 WATER DEPARTMENT - WELL MAINTENANCE BLAN	249.86	249.86
20219	114 - SOLITUDE LAKE MANAGEMENT	PO 24549 2021 - ADDITIONAL HYDRO RAKING	16,400.00	16,400.00
20220	3931 - SPORTDECAL, INC	PO 24861 RECREATION: 2022 LIFEGUARD APPAREL	429.96	429.96
20221	1981 - SUBURBAN DISPOSAL, INC	PO 24929 SOLID WASTE / RECYCLING COLLECTION - FEB	36,719.99	36,719.99
20222	3861 - SYNCB/AMAZON	PO 24796 DPW: ORDER# 112-5313816-1379405	254.98	
		PO 24808 ADMIN: ORDER# 112-8671496-2177059	27.97	
		PO 24824 DPW: ORDER# 112-5225020-0196248	134.97	
		PO 24828 ADMIN: ORDER# 112-6399832-1549001	95.47	513.39
20223	603 - TOWNSHIP OF DENVERVILLE	PO 24956 2022 SHARED MUNICIPAL COURT SERVICES	14,875.00	14,875.00
20224	2749 - VERIZON	PO 24955 MAR 2022 INTERNET SVC: A/C# 853-478-043-	37.33	
		PO 24955 MAR 2022 INTERNET SVC: A/C# 853-478-043-	52.33	
		PO 24955 MAR 2022 INTERNET SVC: A/C# 853-478-043-	37.33	126.99
20225	2135 - VERIZON WIRELESS	PO 24952 ACCT# 882388054-00001 / FEB 05 - MAR 04	875.62	875.62
20226	832 - W.W. GRAINGER, INC	PO 24826 DPW - EQUIPMENT & TOOLS	1,023.93	1,023.93
20227	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 24935 BH: RENOVATION	15.27	15.27
20228	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 24637 DPW - SNOW REMOVAL EQUIPMENT REPAIRS - B	164.43	164.43
TOTAL				201,924.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-08-118-000	RECREATION FEES & INCOME			100.00	
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	411.97			
01-201-20-140-020	COMPUTER SERVICES	495.30			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	7,405.16			
01-201-20-165-020	ENGINEERING SERVICES	529.10			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	1,911.15			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	479.64			
01-201-25-250-020	INTERLOCAL SERVICES: MC DISPATCH - OE	26,497.42			
01-201-25-251-020	INTERLOCAL SERVICES: DENVERVILLE COURT - OE	14,875.00			
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	111.44			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	5,816.64			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	36,930.45			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	460.62			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	3,594.34			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	494.69			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	25.98			
01-201-29-390-020	AID TO PUBLIC LIBRARY	25,309.00			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	2,294.91			
01-201-31-437-020	NATURAL GAS	3,679.89			
01-201-31-440-020	TELECOMMUNICATIONS	2,779.01			
01-201-31-447-020	PETROLEUM PRODUCTS	4,225.07			
01-203-26-300-020	(2021) SHADE TREE COMMISSION - O/E		18,150.00		
01-203-28-375-020	(2021) MAINT OF PARKS (BEACHES/LAKES)		16,400.00		
01-203-31-435-020	(2021) ELECTRICITY - ALL DEPARTMENTS		1,158.34		
01-260-05-100	DUE TO CLEARING			0.00	176,076.67
01-290-55-000-005	T-MOBILE DUE TO CROWN CASTLE			1,941.55	
TOTALS FOR	Current Fund	138,326.78	35,708.34	2,041.55	176,076.67
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			19,363.68	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			259.80	
04-260-05-100	DUE TO CLEARING			0.00	19,623.48
TOTALS FOR	General Capital	0.00	0.00	19,623.48	19,623.48
05-201-55-520-520	Water Operating - Other Expenses	1,799.44			
05-203-55-520-520	(2021) Water Operating - Other Expenses		4,147.53		
05-260-05-100	DUE TO CLEARING			0.00	5,946.97
TOTALS FOR	Water Operating	1,799.44	4,147.53	0.00	5,946.97

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
07-201-55-520-520	Sewer Operating - Other Expenses	276.88			
07-260-05-100	DUE TO CLEARING			0.00	276.88
TOTALS FOR	Sewer Operating	276.88	0.00	0.00	276.88

Total to be paid from Fund 01 Current Fund	176,076.67
Total to be paid from Fund 04 General Capital	19,623.48
Total to be paid from Fund 05 Water Operating	5,946.97
Total to be paid from Fund 07 Sewer Operating	276.88
	<hr/>
	201,924.00



List of Bills - (1210101001001) PAYROLL AGENCY-CASH-PROVIDENT BANK**Payroll Agency Account**

Meeting Date: 03/28/2022 For bills from 03/10/2022 to 03/23/2022

Check#	Vendor	Description	Payment	Check Total
5037	1392 - MTN. LAKES POLICE ASSOCIATION	PO 24953 2022- PBA UNON DUES	780.00	780.00
	TOTAL			780.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	780.00
12-200-00-000-800	POLICE UNION DUES			780.00	
TOTALS FOR	Payroll Agency Account	0.00	0.00	780.00	780.00

Total to be paid from Fund 12 Payroll Agency Account

780.00

780.00

List of Bills - (1710101001002) Escrow - Developers - Checking Developer's Escrow

Meeting Date: 03/28/2022 For bills from 03/10/2022 to 03/23/2022

Check#	Vendor	Description	Payment	Check Total
5273	102 - ANDERSON & DENZLER ASSOC., INC	PO 24966 FEBRUARY 2022 PROFESSIONAL SERVICES - ES	1,221.90	1,221.90
5274	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 24963 FEBRUARY 2022 PROFESSIONAL SERVICES - ES	1,385.00	1,385.00
5275	3759 - PRINCETON HYDRO, LLC	PO 24964 FEBRUARY 2022 PROFESSIONAL SERVICES - ES	5,622.75	5,622.75
5276	4177 - WEINER LAW GROUP, LLP	PO 24965 FEBRUARY 2022 - PROFESSIONAL SERVICES -	640.00	640.00
TOTAL				8,869.65

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	8,869.65
17-500-00-091-315	PULTE HOMES PLANNING BOARD APPLICATION			86.60	
17-500-00-091-319	HIGHVIEW HOMES LLC			1,399.60	
17-500-00-091-322	BLUE 701, LLC			7,153.45	
17-500-00-091-323	Nouvelle, LLC (GFM Properties)			230.00	
TOTALS FOR	Developer's Escrow	0.00	0.00	8,869.65	8,869.65

Total to be paid from Fund 17 Developer's Escrow

8,869.65

8,869.65

List of Bills - (3310101001001) CASH - RECREATION Recreation Trust

Meeting Date: 03/28/2022 For bills from 03/10/2022 to 03/23/2022

Check#	Vendor	Description	Payment	Check Total
5449	1177 - LAKELAND TRACK AND FIELD	PO 24941 TRACK: 2022 LEAGUE FEES	675.00	675.00
	TOTAL			675.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	675.00
33-600-00-090-000	Recreation Trust Reserves			675.00	
TOTALS FOR	Recreation Trust	0.00	0.00	675.00	675.00

Total to be paid from Fund 33 Recreation Trust

675.00

675.00

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

RESOLUTION 97-22

**“RESOLUTION 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”**

WHEREAS, the Borough advertized for bids for a lease for the co-location of an additional user on the existing cellular tower located at the municipal complex along with equipment storage space at the site; and

WHEREAS, one bid was received from DISH Wireless L.L.C. in the amount of monthly rental of \$1,200.00 for the tower co-location and \$1,200.00 for the ground space; and

WHEREAS, the Borough Manager has recommended the acceptance of the bid received from DISH Wireless L.L.C.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the lease for the co-location on the cellular tower and equipment storage at the municipal complex is hereby awarded to DISH Wireless L.L.C. and that the appropriate municipal officials are hereby authorized to execute the lease as set forth in the bid specifications.

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 March 28, 2022.

Mitchell Stern, Acting Municipal Clerk

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



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

HAND DELIVERY

March 7, 2022

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.

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

OWNER:

(Name, legal status and address)

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

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)

(Witness)

(Witness)

Dish Wireless LLC

(Principal)

By: 

(Title)

(Seal)
David Mayo
EVP

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 

(Title) 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

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 ss
County of MONTGOMERY

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 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
Renee C. Llewellyn, Assistant Secretary



Liberty Mutual

SURETY

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:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(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: David M. Carey
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

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 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
Renee C. Llewellyn, Assistant Secretary

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: _____ (Seal)
EVP, Network Development
(Partner or Member)

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 ~~XXXXXXXX~~ 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

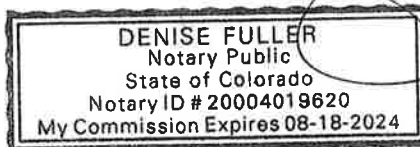
Address: DISH Wireless L.L.C.
9601 S. Meridian Blvd.
Englewood, CO 80112

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

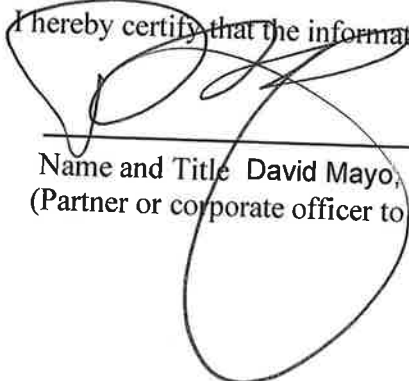
Address:

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
NR
SR
SR

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, as Reasonable practice...

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 to 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.

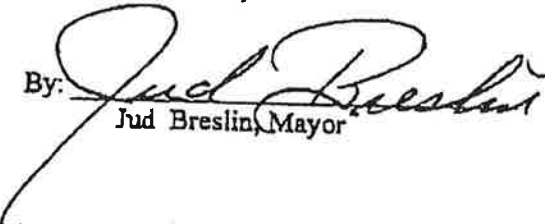
Borough of Mountain Lakes,
a Municipal Corporation of the
State of New Jersey

Attest


Gayle Joseph, Borough Clerk

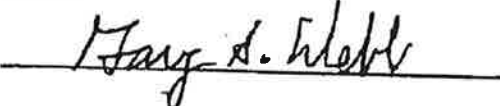
(Borough Seal)

By:


Jud Breslin, Mayor

Lessee: Omnipoint Communications, Inc.

Attest:



By:



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
SPR

EXHIBIT B
CO-LOCATION AGREEMENT

INITIALS
NR
SA
SK

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 to 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 of 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).

AFFIRMATIVE ACTION AFFIDAVIT

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

1. I am the _____ of _____
[Title]

2. I am making this statement on behalf of a bidder making a proposal to the Borough of Mountain Lakes.

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

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

5. I am aware that if we do not comply with P.L.1975, c. 127 and rules and regulations pursuant thereto, that no monies will be paid by the Borough of Mountain Lakes until an affirmative action plan is approved. I am also aware that the contract may be terminated and I may be debarred from all public contracts for a period of five (5) years.

[Signature of Affiant]

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

[Notary Public]
My Commission expires _____ 20__.

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 then 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 remises. 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)

By: _____

Mayor

Attest:

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

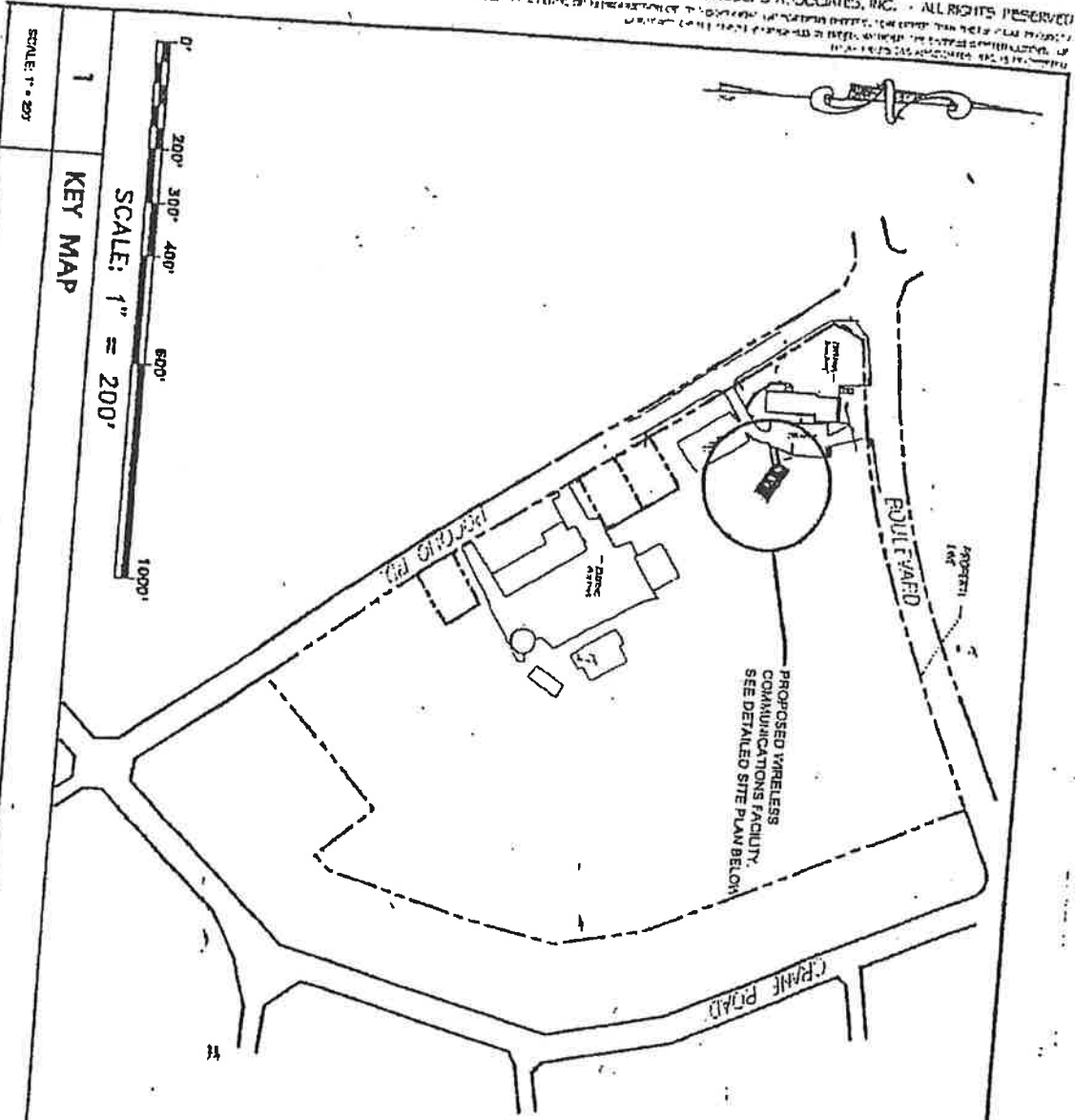
Owner's Initials: _____

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

COPYRIGHT 1990, LULAY & MULLER ASSOCIATES, INC. - ALL RIGHTS RESERVED
 THE INFORMATION SHOWN ON THIS DRAWING IS THE PROPERTY OF LULAY & MULLER ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LULAY & MULLER ASSOCIATES, INC.



LEGEND

- X — X — Fence
- — — — — Overhead Wire
- — — — — Gas Line
- — — — — Lines of Contact Str
- — — — — Center Line
- — — — — Property Line
- — — — — Underground Electric
- — — — — Underground Water
- XXX XXX — — — — — Remains Detail Number
- — — — — Ref. Drawing Number

NOTES:

1. THE INFORMATION SHOWN IS TAKEN FROM SURVEY PERFORMED BY LIPINCC ON 02/23/90.
2. LOCATION SHOWN IS APPROXIMATE. LOCATION SHALL BE DETERMINED BY FIELD SURVEY.
3. SITE ADDRESS: 400 BOULEVARD, MOUNTAIN LAKES, NJ 07096.
4. LATITUDE: N 40° 53' 2.8" LONGITUDE: W 74° 10' 10.0".
5. 247 ACCESS IS REQUIRED FOR SEE TECHNICAL.
6. LOT: 38, BLOCK: 21.
7. OWNER: BOROUGH OF MOUNTAIN LA, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07096.

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 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: _____

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 98-22

**“RESOLUTION ACKNOWLEDGING NOTICE OF THE ISSUANCE OF BONDS BY THE PUBLIC FINANCE AUTHORITY
TO FUND A LOAN TO THE CRAIG SCHOOL IN MOUNTAIN LAKES”**

WHEREAS, the Public Finance Authority (the “Authority”) proposes to issue its Revenue Bonds (The Craig School Project), Series 2022 in a principal amount not to exceed \$8,000,000 (the “Bonds”); and

WHEREAS, the proceeds of the Bonds will be used to fund a loan to The Craig School (the “Borrower”) to enable the Borrower to finance the following: (a)(i) the refinancing of existing debt, the proceeds of which were used to fund the purchase of land and the existing buildings, and (ii) the construction of new buildings and renovation of the existing buildings; all located in the Borough of Mountain Lakes, County of Morris, State of New Jersey the “Project Jurisdiction”), to be used for educational purposes, and (b) the payment of certain costs associated with the issuance of the Bonds, defined below (collectively, the “Project”); and

WHEREAS, the Bonds will not qualify for tax-exempt status unless the bond issue has satisfied the “public approval” requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), which requires that the bond issue must have been approved by (i) the issuing state or local governmental unit or the governmental unit on behalf of which the bonds are being issued (“issuer approval”) and (ii) the governmental unit having jurisdiction over the area in which any facility to be financed by the bond issue will be located (“host approval”), which approvals are effected by approval by (i) the applicable elected representative of the pertinent governmental unit after a public hearing following reasonable public notice or (ii) a voter referendum of the governmental unit; and

WHEREAS, the Borrower has requested that the Borough of Mountain Lakes provide host approval of the issuance of the Bonds in order to satisfy the requirements of Section 147(f) of the Code; and

WHEREAS, in accordance with Section 147(f) of the Code, the issuance of the Bonds must be approved by the “Applicable Elected Representative”; and

WHEREAS, a public hearing was conducted on March 22, 2022, following public notice provided in accordance with Section 147(f) of the Code, as set forth in Appendix A (the “Notice”), which Notice is specifically incorporated herein, in the newspaper listed in Appendix B, at which hearing no member of the public provided comment, as set forth in the transcript of the public hearing, attached hereto as Appendix C; and

WHEREAS, The Borough Council of the Borough of Mountain Lakes, understanding that the Borough does not guarantee payment, review the credit worthiness of the Borrower, nor has responsibility for the payment, issuance or enforcement of the bonds, finds that there is no basis for the Borough to object to the issuance of the bonds. Furthermore, the Borough Council has not been advised of any reason why The Craig School should be ineligible for financing.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough acknowledges notice to the Borough and the public of the proposed issuance of the Bonds by the Public Finance Authority to fund a loan to the Craig School in the Borough Mountain Lakes and hereby authorizes the Mayor of the Borough, as the “Applicable Elected Representative”, to execute a document acknowledging the approval by the Borough of the issuance of the Bonds by the Public Finance Authority for the purposes of section 147(f) of the Code; and

BE IT FURTHER RESOLVED, that this approval is solely for the purposes of Section 147(f) of the Code and in no way constitutes approval or support of site or building plans which may be funded through the Bonds and are subject to review and approval by other agencies and not under the jurisdiction of the Borough Council.

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 March 28, 2022.

Mitchell Stern, Acting Municipal Clerk

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

APPROVAL OF APPLICABLE ELECTED REPRESENTATIVE

March 28, 2022

WHEREAS, the Public Finance Authority of Wisconsin (the "Authority") proposes to issue its Revenue Bonds (The Craig School Project) in an aggregate principal amount not to exceed \$8,000,000 (collectively, the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be used to fund a loan to The Craig School (the "Borrower") to enable the Borrower to finance the following: (a)(i) the refinancing of existing debt, the proceeds of which were used to fund the purchase of land and the existing buildings, and (ii) the construction of an addition to and renovation of the existing buildings; all located in the Borough of Mountain Lakes, County of Morris, State of New Jersey the "Borough"), to be used for educational purposes, and (b) the payment of certain costs associated with the issuance of the Bonds, defined below (collectively, the "Project"); and

WHEREAS, in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, the issuance of the Bonds must be approved by the "Applicable Elected Representative"; and

WHEREAS, in accordance with Section 147(f) of the Internal Revenue Code, the Authority must provide public notice of and conduct a public hearing concerning its intention to issue the Bonds; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, tax-exempt bonds issued by the Authority must be approved by the governing body or highest-ranking executive or administrator of the political jurisdiction within whose boundaries the project facilities are or will be located; and

WHEREAS, the Borrower has requested that the Borough of Mountain Lakes approve the financing of the Project and the issuance of the Bonds in order to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010, and Section 66.0304(11)(a) of the Wisconsin Statutes; and

WHEREAS, in accordance with Section 147(f) of the Code, the issuance of the Bonds must be approved by the "Applicable Elected Representative"; and

WHEREAS, public notice in accordance with Section 147(f) of the Code was given as set forth in Appendix A (the "Notice"), which Notice is specifically incorporated herein, in the newspaper listed in Appendix B; and

WHEREAS, due to the possibility of infection from Coronavirus Disease 2019 (COVID-19), a telephonic public hearing, pursuant to the Notice and in compliance with Internal Revenue Service Revenue Procedure 2022-20 was conducted on March 22, 2022 in lieu of a public hearing at which interested persons would be physically present; and

WHEREAS, the transcript of the hearing has been reviewed by me and is attached hereto as Appendix C; and

WHEREAS, the undersigned is the highest ranking elected official of the Borough of Mountain Lakes, as indicated below.

{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}

NOW, THEREFORE, I, Thomas Menard, the duly elected Mayor of the Borough of Mountain Lakes, New Jersey, as the Applicable Elected Representative of the Borough of Mountain Lakes, New Jersey, do hereby approve the issuance of the Bonds by the Authority as described in the Notice.

The undersigned certifies that he is the highest ranking elected official of the Borough of Mountain Lakes, New Jersey.

Thomas Menard
Mayor of the Borough of Mountain Lakes

APPENDIX A

Public Notice Provided in Accordance with Section 147(f) of the Internal Revenue Code

Daily Record, Parsippany

Publication Name:

Daily Record, Parsippany

Publication URL:

Publication City and State:

Parsippany-Troy Hills , NJ

Publication County:

Morris

Notice Popular Keyword Category:

Notice Keywords:

craig school

Notice Authentication Number:

202203151013020942137

789802834

Notice URL:

[Back](#)

Notice Publish Date:

Tuesday, March 15, 2022

Notice Content

BOROUGH OF MOUNTAIN LAKES, COUNTY OF MORRIS, NEW JERSEY NOTICE OF PUBLIC HEARING PLEASE TAKE NOTICE that a telephonic public hearing will be conducted by the Borough of Mountain Lakes, County of Morris, State of New Jersey, (the "State") on March 22, 2022 commencing at 11:00 a.m. In order to promote and protect the safety of both the public and municipal officials and employees in light of the COVID-19 pandemic, and in accordance with Revenue Procedures 2020-21, 2020-49, and 2021-39, this public hearing will be held via telephonic conference line in lieu of physical presence at the public hearing. The subject of the hearing is a project involving qualified private activity bond financing by the Public Finance Authority, a commission organized under and pursuant to Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the "Authority"). Anyone having an interest in this matter may call in to the following toll-free number to give their comments: Dial In: 877-853-5247 Meeting I.D.: 514 182 4847# Owner, Operator or Manager of Project: The Craig School (the "Borrower") Project Address: 15 Tower Hill Road, Borough of Mountain Lakes Morris County, New Jersey Maximum Aggregate Face Amount of Bonds Requested: \$8,000,000 Description of Project: The Authority's Revenue Bonds (The Craig School Project), Series 2022 (the "Bonds") are expected to be issued to finance the following: (a)(i) the refinancing of existing debt, the proceeds of which were used to fund the purchase of land and the existing buildings, and (ii) the construction of an addition to and renovation of the existing buildings; all located in the Borough of Mountain Lakes, County of Morris, State of New Jersey the "Borough"), to be used for educational purposes, and (b) the payment of certain costs associated with the issuance of the Bonds, defined below (collectively, the "Project"). The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended. The Bonds will be a special, limited obligation of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the Financing Agreement for the Bonds. Neither the Bonds nor the interest thereon shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the Borough within the meaning of any constitutional or charter provision or statutory limitation, and neither shall ever constitute or give rise to any pecuniary liability of the Borough. All of the facilities to be financed with the proceeds of the Bonds are owned and operated by the Borrower. At the public hearing, any and all persons calling in will be afforded an opportunity to comment on the proposed Project and the issuance of the Bonds therefor. Interested persons are invited to submit written comments, speak at the public hearing, or both. Written comments may be provided by mail to Chiesa Shahinian & Giantomasi PC, 1 Boland Drive, West Orange, NJ 07052, attention: Bernard S. Davis, Esq. or by email to bdavis@csglaw.com. In order to be considered, any written comments must be received prior to 2:00 p.m. (Eastern Time) on March 22, 2022. This notice is published in

accordance with the public notice requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Tax Equity and Fiscal Responsibility Act of 1982, as amended, and the regulations thereunder, including, but not limited to Revenue Procedures 2020-21, 2020-49 and 2021-39. (\$67.86)

[Back](#)

APPENDIX B

Newspaper

The Morris County Daily Record

Date of Publication: March 15, 2022

APPENDIX C

Transcript of Public Hearing

TRANSCRIPT OF PUBLIC HEARING OF MARCH 22, 2022

The public hearing of the Borough of Mountain Lakes (the "Borough") was called to order at 11:00 a.m., local time, on March 22, 2022. The public hearing was held pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. I am Bernard S. Davis, Esq. of the law firm of Chiesa Shahinian & Giantomasi PC, and I am attended the hearing on behalf of the Public Finance Authority (the "Authority") relating to the Authority's proposed issuance of its Revenue Bonds (The Craig School Project), Series 2022 in a principal amount not to exceed \$8,000,000 (the "Bonds").

In order to promote and protect the safety of both the public and municipal officials and employees in light of the COVID-19 pandemic, and in accordance with Revenue Procedures 20220-20, the public hearing was held via telephonic conference line in lieu of physical presence at the public hearing.

Attached hereto as Exhibit A is a copy of the legal notice that was published in *The Morris County Daily Record* on March 15, 2022 providing notice to the public of the instant hearing.

It was announced that the Borough was ready to hear testimony and other comments from the public concerning the issuance of the Bonds by the Authority, the proceeds of which will be used to fund a loan to The Craig School (the "Borrower") to enable the Borrower to finance the following: (a)(i) the refinancing of existing debt, the proceeds of which were used to fund the purchase of land and the existing buildings, and (ii) the construction of an addition to and renovation of the existing buildings; all located in the Borough of Mountain Lakes, County of Morris, State of New Jersey the "Borough"), to be used for educational purposes, and (b) the payment of certain costs associated with the issuance of the Bonds, defined below (collectively, the "Project").

It was stated that (i) the Borrower will be responsible for all costs associated with the Bonds, including principal, interest and the costs of issuing the Bonds; (ii) the Borough is not responsible for any of these costs; (iii) neither the Bonds nor the interest thereon shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the Borough within the meaning of any constitutional or charter provision or statutory limitation, and (iv) the Bonds shall never constitute or give rise to any pecuniary liability of the Borough.

The following are the results of the call to hear testimony and other comments from the public concerning the issuance of the Bonds:

Number of persons commenting: No members of the public called into the hearing or provided written comments.

Nature of Comments: There was no testimony and no comments were received from the public.

Participants attending:

Mitchell Stern, Borough Manager of the Borough of Mountain Lakes, N.J ;
Bernard S. Davis, Esq., Bond Counsel to the Authority; and
Jackie Veliky, Chief Financial Officer of The Craig School.

I, Bernard Davis, Esq. of the law firm of Chiesa Shahinian & Giantomasi PC, do hereby certify that the foregoing is a true and accurate transcript of the public hearing held on March 22, 2022.

Date: March 22, 2022



Bernard S. Davis, Esq.

Purpose of One School Campus Project:

The Craig School is an independent school for students with language-based learning disabilities in grades two through 12 and is located in Mountain Lakes and Montville, New Jersey. For the 2021-2022 school year, enrollment in the lower and middle school division is 114 students.

There are a number of office and classroom spaces in Henderson Hall (one of three buildings on the Mountain Lakes campus) that remain unused. The high school campus is a rented facility in Montville with an enrollment of 32 students and 13 staff members. Capacity on the Mountain Lakes campus is 220, giving the School plenty of office and classroom space to accommodate the staff and students in the high school division. Parking constraints have been a driver for the continued allocation of a separate location for the high school division.

While The Craig School's current financials are strong and can accommodate extra costs associated with having a second location for the high school division, strategically, the School believes that having all faculty, staff, and students in one location will enhance (a) the vertical integration of curriculum, programs, and services, (b) a "one school" concept understanding which may lead to increased retention rates between 8th and 9th grades, which currently, is The Craig School's highest attrition point, and finally, (c) provide a means to continue the school's strong financial position. Additionally, the flexibility to reallocate financial resources to attract and retain high-quality faculty and staff serves to help stabilize enrollment and our appeal in the market. The above serves to solidify our position as a top educational institution for students with language-based learning disabilities in the Northern New Jersey area.

The following are abbreviated descriptions of the three phases of the One Campus Project:

PHASE ONE:

- Annex: demolish and rebuild. Bring the annex up to code and reconfigure current classroom spaces into a media/library center and hub of campus.
- Convert the existing kitchen to the main art studio.
- Renovate two rooms near the auditorium for lower, middle, and high school faculty lounges.
- Parking: Add 3-5 spaces where current dumpsters are; shift the location of dumpsters.
- Update cafeteria in Wilson to better accommodate current student needs.

PHASE TWO:

- Landscape architecture: define campus, parking/ramp, play spaces.
- Create a perimeter to define the campus through landscaping.
- Increase play space and look at feasibility of land south of blue house for a play area (sport court, additional playground, mini field, etc.).
- Finish current plans regarding ramp and playground area.
- Speed table from the original school redesign plan.
- Lights and signage from the original school redesign plan.
- Add parking spaces: look at the feasibility of using the Northside of Henderson Hall.
- Determine the ability to use lower property on Boulevard for mini field or open space for students with steps to go down to the lower property.

PHASE THREE:

- Renovate the locker rooms near the pool.
- New seating in the auditorium, new lighting, remove the paneling, add new audio-visual and control room to build on current theater program.

HIGH SCHOOL ANNEX
GROUND FLOOR

[illegible]

ADMINISTRATIVE SUPPORT

PAUL K. TIAJOLOFF,

THE UNIVERSITY OF CHICAGO

Member of the American Institute of Architects

100

DATE RECEIVED
BY: [Signature]
OFFICE: [Signature]

5

Paul K. Hwang, AIA, PE

© COPYRIGHT 2021

ALL INDUSTRY AGREED: THE EFFORTS OF ALL OF THE GROUPS TO IMPROVE THE QUALITY OF CMTA WOULD BE THE DETERMINING FACT ON THE FUTURE DESIGN.

PAUL L. HODGSON AND COLLEEN B. HODGSON

Index

Expansion to

Henderson Hall
and Wilson Hall

21

771 Boulevard
The Craig Jordan

Mountain Lakes, NJ

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10

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10

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1000

Date: June 19, 1961

21 JAN 21	MS LEFT REVISION
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27 FEB 21	ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-10-2001	BY 60322 UCBAW

26 JUL 21	REV. TO EAMP
-----------	--------------

17 AUG 21	REV. 10 WINDOWS
18 AUG 21	REV. 10 RAG

Project Number: _____

70-17

Sheet Number: 44

AI Optima

1

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

RESOLUTION 99-22

**“RESOLUTION AUTHORIZING AN AMENDMENT TO THE TEMPORARY BUDGET
FOR THE CALENDAR YEAR 2022”**

WHEREAS, N.J.S.A. 40A:4-19.1, Local Budget Law, provides that the temporary budget may be amended prior to the adoption of the **2022** Budget for the purposes and amounts required in the manner therein provided; and **WHEREAS**, the total appropriations in the **2021** Budget less appropriations made for Capital Improvement Fund, Debt Service, and Public Assistance are as follows:

Current Fund	\$8,623,923.70
Water Operating Fund	\$894,786.00
Sewer Operating Fund	\$897,229.00

WHEREAS, 1/12th of the total appropriations in the **2021** Budget, less appropriations made for Capital Improvement Fund, Debt Service, and Public Assistance are as follows:

Current Fund	\$ 718,660.31
Water Operating Fund	\$74,565.50
Sewer Operating Fund	\$74,769.09

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the following temporary appropriations be made and a copy of this shall be transmitted to the Chief Financial Officer for his/her records.

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 March 28, 2022.

Mitchell Stern, Acting Municipal Clerk

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

2022 AMENDMENT TO TEMPORARY BUDGET

01-201-20-100-001	GENERAL ADMIN: SALARIES & WAGES	9,000.00
01-201-20-100-020	GENERAL ADMIN: OTHER EXPENSES	2,000.00
01-201-20-120-001	MUNICIPAL CLERK: SALARIES & WAGES	3,300.00
01-201-20-120-020	MUNICIPAL CLERK: OTHER EXPENSES	500.00
01-201-20-130-001	FINANCIAL ADMIN: SALARIES & WAGES	3,300.00
01-201-20-130-020	FINANCIAL ADMIN: OTHER EXPENSES	3,000.00
01-201-20-140-020	COMPUTER SERVICES: OTHER EXPENSES	2,000.00
01-201-20-145-001	TAX COLLECTOR: SALARIES & WAGES	1,000.00
01-201-20-145-020	TAX COLLECTOR: OTHER EXPENSES	2,000.00
01-201-20-150-001	TAX ASSESSOR: SALARIES & WAGES	1,300.00
01-201-20-150-020	TAX ASSESSOR: OTHER EXPENSES	2,000.00
01-201-20-155-020	LEGAL: OTHER EXPENSES	29,000.00
01-201-20-165-020	ENGINEERING SERVICES: OTHER EXPENSES	5,000.00
01-201-21-180-001	PLANNING BOARD: SALARIES & WAGES	1,100.00
01-201-21-180-020	PLANNING BOARD: OTHER EXPENSES	2,500.00
01-201-21-185-001	ZONING BD OF ADJ: SALARIES & WAGES	1,100.00
01-201-21-185-020	ZONING BD OF ADJ: OTHER EXPENSES	1,000.00
01-201-22-195-001	UNIFORM CONSTRUC CODE: SALARIES & WAGES	9,600.00
01-201-22-195-020	UNIFORM CONSTRUC CODE: OTHER EXPENSES	500.00
01-201-22-196-001	CODE ENFORCEMENT: SALARIES & WAGES	2,500.00
01-201-23-220-020	EMPLOYEE GROUP INSURANCE	36,000.00
01-20123-222-020	HEALTH BENEFIT WAIVER	2,000.00
01-201-25-240-001	POLICE DEPT: SALARIES & WAGES	220,000.00
01-201-25-240-020	POLICE DEPT: OTHER EXPENSES	60,000.00
01-201-25-250-020	INTERLOCAL SERVICE: MC POLICE DISPATCH	27,000.00
01-201-25-251-020	INTERLOCAL SERVICE: DENVER COURT	15,000.00
01-201-25-252-001	EMERGENCY MANAGEMENT: SALARIES & WAGES	500.00
01-201-25-255-001	FIRE DEPT: SALARIES & WAGES	7,000.00
01-201-25-255-020	FIRE DEPT: OTHER EXPENSES	2,000.00
01-201-25-266-001	FIRE DEPT. SAFETY: SALARIES & WAGES	800.00
01-201-25-266-020	FIRE DEPT. SAFETY: OTHER EXPENSES	100.00
01-201-26-290-001	STREETS AND ROADS: SALARIES & WAGES	30,000.00
01-201-26-290-020	STREETS AND ROADS: OTHER EXPENSES	60,000.00
01-201-26-300-020	SHADE TREE COMMISSION: OTHER EXPENSES	100.00
01-201-26-305-001	SOLID WASTE: SALARIES & WAGES	1,000.00
01-201-26-305-020	SOLID WASTE: OTHER EXPENSES	60,000.00
01-201-26-310-020	BUILDINGS & GROUNDS: MUNICIPAL BUILDING	1,000.00
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	15,000.00
01-201-27-330-001	BOARD OF HEALTH: SALARIES & WAGES	500.00
01-201-27-335-020	ENVIRONMENTAL COMMISSION: OTHER EXPENSES	200.00
01-201-27-337-020	WOODLAND COMMITTEE: OTHER EXPENSES	200.00
01-201-26-306-020	RECYCLING TAX	300.00
01-201-28-370-001	RECREATION DEPT: SALARIES & WAGES	3,000.00
01-201-28-370-020	PARKS & PLAYGROUNDS: OTHER EXPENSES	5,000.00
01-201-28-375-020	MAINTENANCE OF PARKS, BEACHES & LAKES	1,000.00
01-201-29-390-020	AID TO THE PUBLIC LIBRARY	45,000.00
01-201-31-435-020	ELECTRICITY	3,500.00

01-201-31-436-020	STREET LIGHTING	3,500.00
01-201-31-437-020	NATURAL GAS	6,000.00
01-201-31-440-020	TELECOMMUNICATIONS	3,000.00
01-201-31-447-020	PETROLEUM PRODUCTS	20,000.00
01-201-36-472-020	SOCIAL SECURITY SYSTEM (O.A.S.I.)	7,260.31
01-201-36-477-020	DCRP	<u>1,000.00</u>
	TOTALS	<u>718,660.31</u>
	WATER UTILITY	
05-201-55-510-001	OPERATING: SALARIES & WAGES	30,000.00
05-201-55-520-520	OPERATING: OTHER EXPENSES	41,565.50
05-201-55-531-000	SOCIAL SECURITY SYSTEM (O.A.S.I.)	<u>3,000.00</u>
	TOTALS	<u>74,565.50</u>
	SEWER UTILITY	
07-201-55-510-001	OPERATING: SALARIES & WAGES	12,000.00
07-201-55-520-520	OPERATING : OTHER EXPENSES	61,769.04
07-201-55-531-000	SOCIAL SECURITY SYSTEM (O.A.S.I.)	<u>1,000.00</u>
	TOTALS	<u>74,769.04</u>

BE IT FURTHER RESOLVED that the following Temporary Debt Appropriations be made.

	CURRENT FUND	
01-201-45-920-020	BOND PRINCIPAL	
01-201-45-925-020	BAN PRINCIPAL	
01-201-45-930-020	BOND INTEREST	53,550.00
01-201-45-935-020	NOTE INTEREST	
	TOTALS	53,550.00
	WATER OPERATING	
05-201-45-920-520	BOND PRINCIPAL	-
05-201-45-930-020	BOND INTEREST	-
05-201-45-935-520	NOTE INTEREST	
	TOTALS	-
	SEWER OPERATING	
07-201-45-920-520	BOND PRINCIPAL	-
07-201-45-930-520	BOND INTEREST	-
07-201-45-935-520	NOTE INTEREST	
	TOTALS	-



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE

MONTHLY ACTIVITY REPORT

FEBRUARY 2022

ADMINISTRATIVE SUMMARY

Moderating temperatures have been met with ever-increasing material costs and prolonged supply delays. Applicants and contractors are dealing with these obstacles and scheduling their projects further in advance.

Application submissions for mechanical replacements continued through the month. Several more standby generator applications have been received as contractors have taken delivery of a few more units or have traveled out of the region to acquire stock.

The agendas for the Zoning Board of Adjustment are filling up through the early Spring, an indication that applications for those projects will follow. The proposed hotel adjacent to the approved WAWA project has been replaced by a proposed self-storage facility. This application will now go through the approval process and eventually submit for construction permits.

Work continued on developing the public portion of the website for on-line submittal of certain construction applications. On-line permit application submittal and on-line plan review of applications will be required based on recently enacted legislation. The DCA has yet to release regulations for this new initiative.



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

2/1/2022 -> 2/28/2022

Summary

New:	Cost: \$0.00	Count: 0	Cubic Footage: 3,820 Cu.ft	Permits Issued: 19
Addition:	\$9,100.00	1	Square Footage: 0 Sq.ft	Updates Issued: 6
Alteration:	\$195,378.00	24		
Demolition:	\$0.00	0		
Total:	\$204,478.00	25		

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	8	\$2,802.00	\$0.00	\$2,802.00	B 18	14 %77.8	4 %22.2	0 %0
Plumbing:	7	\$650.00	\$0.00	\$650.00	P 24	16 %66.7	8 %33.3	0 %0
Electrical:	14	\$1,585.00	\$0.00	\$1,585.00	E 47	30 %63.8	17 %36.2	0 %0
Fire:	3	\$285.00	\$0.00	\$285.00	F 6	3 %50	3 %50	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	9	\$800.00	\$0.00	\$800.00	M 21	21 %100	0 %0	0 %0
	41	\$6,122.00	\$0.00	\$6,122.00		116	84	32
DCA Training:	1		14		(Note: Does not include result of none)			
DCA State:	20		370	\$300.00				
DCA Minimum:	3		3					
	24		\$387					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 28	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 3	\$150.00	\$0.00
Fire 0	0	0	CC 0	\$0.00	\$0.00
Mechanical 0	0	0	TCO 0	\$0.00	\$0.00
Elevator 0	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 31	\$150.00	\$0.00

NOTE:

Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.

This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	0	\$0	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	1	\$500	Electrical	0	\$0
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$500	Total:		\$0
Violations			Fines		
	Record Count	Total Exempted		Fines	Paid
DCA Fees 1		\$0	Issued 0	\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (49)	\$6,934.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$6,934.00



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Building Summary Report Comparison

Building Summary between the dates of 2/1/2022 and 2/28/2022.

Permit Summary	2/1/2022-2/28/2022	2/1/2021-2/28/2021	Month Diff %	YTD	YTD last Year	YTD Diff %
Permits Issued:	19	33	-42.4%	44	69	-36.2%
Updates Issued:	6	15	-60%	11	18	-38.9%
Inspections Scheduled:	117	142	-17.6%	220	343	-35.9%
Inspections Passed:	85	101	-15.8%	158	272	-41.9%
Inspections Failed	32	14	128.6%	58	27	114.8%
Certificates Of Occupancy Issued:	3	2	50%	4	2	100%
Certificates of Approval Issued:	28	77	-63.6%	68	80	-15%
Cert Continuing Occupancy Issued:	0	0	NA	0	0	NA
Permit Payments Count:	49	95	-48.4%	111	168	-33.9%
Fee Collected:	\$6,809	\$40,193	-83.1%	\$20,320	\$51,940	-60.9%
Fee Collected (Subcodes Only):	\$6,122	\$35,240	-72.4%	\$18,316	\$46,185	-53.7%
Violations	0	0	NA	0	0	NA
Violation Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA
Ongoing Location Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA
Ongoing Test Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA



Mountain Lakes Borough

Deposit Payment Totals 2/1/2022 to 2/28/2022

Starting Receipt
PMT-22-00071

Ending Receipt
PMT-22-00123

Cash Total
\$286.00

Check Total
\$6,648.00

Charge Total
\$0.00

Grand Total
\$6,934.00

Deposit Account
DCA 01-290-55-000-001
UCC 01-192-08-160-000

Bag #

YTD Payments	Payments
\$1,304.00	\$387.00
\$18,991.00	\$6,547.00
<hr/> \$20,295.00	<hr/> \$6,934.00



BOROUGH of MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2020 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	106,301.00	106,301.00	Enclave and Sunrise fees	98,243.00
FEBRUARY	5,520.00	111,821.00		
MARCH	13,491.00	125,312.00		
APRIL	2,171.00	127,483.00		
MAY	2,476.00	129,959.00		
JUNE	13,410.00	143,369.00		
JULY	3,900.00	147,269.00		
AUGUST	21,791.00	169,060.00		
SEPTEMBER	14,343.00	183,403.00		
OCTOBER	61,757.00	245,160.00	Enclave fees	36,825.00
NOVEMBER	18,634.00	263,794.00		
DECEMBER	6,934.00	270,728.00		

PERIOD	2021 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	11,663.00	11,663.00		
FEBRUARY	40,193.00	51,856.00	Enclave fees	27,748.00
MARCH	37,128.00	88,984.00	Enclave fees	28,144.00
APRIL	10,024.00	99,008.00		
MAY	26,651.00	125,659.00		
JUNE	11,789.00	137,448.00		
JULY	12,009.00	149,457.00		
AUGUST	9,533.50	158,990.00		
SEPTEMBER	24,580.00	183,570.00		
OCTOBER	12,533.00	196,103.00		
NOVEMBER	16,916.00	213,019.00		
DECEMBER	9,126.00	222,145.00		

PERIOD	2022 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	13,661.00	13,661.00		
FEBRUARY	6,934.00	20,595.00		
MARCH				
APRIL				
MAY				
JUNE				
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				

BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS

Department Activity

February 2022

IN HOUSE

All regular work details including building maintenance, vehicle repairs and maintenance, trash and recycling collection, trash bag deliveries, street sweeping, lawn maintenance, leaf and brush disposal, daily maintenance

Additionally:

Streets & Roads Department:

- DPW
 - Sweeper cleaned up Crestview, Tower Hill, Laurel Hill area after storm
 - Responded to snow/ice events – February 4, 7, 13, 25
 - Sidewalk snow/ice removal – February 14th
 - Waterway cleanup throughout Borough
 - Tree removal – West Shore Rd
 - Landscape cleanup from Rockaway Terrace water main break
 - Emergency basin repair on Maple Way
 - Installed new speed signs on Morris Ave.
 - Completed outfall inspections
 - After storm cleanup of downed branches
- Recreation Department
 - Reinstalled tennis court nets
 - Tree removal from Birchwood Trails
 - Cut brush at Fanny Field, YMCA
 - Built and installed bench for Island Beach lifeguard room
 - New Torne signs framed and installed
 - Trail inspection with quad after storm

Vacation/Sick Time:

- 90 Vacation Hours; 30 Sick Hours



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Fire Chief
info@mlvfd.com

400 Boulevard
Mountain Lakes, NJ 07046
P -973-394-1094

TO: Mitchell Stern
DATE: 3/20/22
SUBJECT: February 2022 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of February 2022:

FIRE CALLS (10)

LOCATION	DATE	TIME	DESCRIPTION
Rt 46	2/1	7:49 AM	MVA Fluid Spill
360 Rt 46	2/3	4:35 PM	Oil Tank Leaking. Morris County Haz Mat responded To the scene. NJDEP notified
Rt 46 and Blvd	2/14	2:25 PM	MVA with Fluid Spill
5 Point View Place	2/15	7:51 AM	CO Alarm- Owner changing battery
Morris Ave and Wilcox	2/17	10:15 PM	Wire Fire
1 Rock Lane	2/19	2:42 AM	Wire Fire
36 Boulevard	2/23	8:03 PM	Wire Fire
12 Briarcliff Road	2/24	11:18 AM	Odor of Smoke
115 Boulevard	2/25	7:18 AM	Fire Alarm-Malfunction
50 Lake Drive	2/26	4:05 PM	Fire Alarm- Culinary Mishap

DRILLS/TRAINING (6)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	2/1	7:30 PM	Monthly Truck checks
Firehouse	2/6	1:00 PM	JFD Training
Island Beach	2/8	7:30 PM	Senior Drill-Ice Rescue
Firehouse	2/15	7:30 PM	JFD Training
Firehouse	2/27	1:00 PM	JFD Training
Borough	2/28	3:30 PM	Driver Training-Rescue

MEETINGS (1)

LOCATION	DATE	TIME	DESCRIPTION
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Virtual

2/22

8:00 PM

Dept Meeting

COMMUNITY DETAILS (0)

ANNOUNCEMENTS

1. The Department regrets to announce the passing of former member Charlie Hester. Charlie served as the Chief of the Junior Department in 1990 and later served a senior member. Charlie served as a Lt. and Capt during his time as a senior member. Charlie's father Jon is a Life Member of the MLVFD

Total Manhours: 325

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

Telephone: (973) 334-3131 • Fax: (973) 402-5595



February Health Department Activity Report – 2022

This February 2022 report represents the activities of the Health Officer, Health Department and staff and provides an overview of the various tasks completed by the department. Additional supplemental reports from Environmental, Nursing, and Health Education are forwarded to clarify activities.

Vaccine requests have been very limited. There is a good supply and availability. Upon request, we will provide any resident with a COVID vaccine from age 5 and over.

We have been in ongoing contact with schools regarding mask regulations and new NJDOH Guidance.

CDC and State guidance have lowered quarantine and isolation times again from last month. As noted below.

NEW FROM FEBRUARY

Guidance/Executive Orders:

- 2/7: Governor Phil Murphy announced that masks and facial coverings will no longer be mandated for students, staff, or visitors in schools and childcare centers effective March 7, 2022. Learn more [HERE](#)
- 2/22, NJDOH updated the following childcare and k-12 guidance documents:
 - [NJ Department of Health COVID-19 Public Health Recommendations for Local Health Departments for K-12 Schools](#)
 - [NJ Department of Health COVID-19 Guidance for Reopening Childcare](#)

We continue to participate in ongoing Zoom and Teams meetings with NJ Department of Health, County Agencies, LINCS and Health Officers in order to best implement state guidance and testing and vaccine programs.

The Nursing Department continues to investigate the lower number cases especially any identified outbreaks in schools, nursing homes and senior citizen facilities and provides information on the guidance changes. The Omicron and Delta Variants have persistently dropped to significantly lower cases since the peak in December and January.

This past month we have experienced continued decrease in the level of COVID-19 activity.

As of March 3, 2022 Mt Lakes has 2 cases with a 14-day look back as compared to last week 5 cases and compared to January 27 cases, December 97 cases and in November 7 cases. Thus, we can see the case levels have dropped for the past two months and are at a relatively low level. Likewise, hospitalizations and ICU COVID cases are actually dropping with more discharges than admissions.

Activities

- Participate in meetings and ongoing guidance from NJDOH/CDC regarding best practices for quarantine and vaccine programs.
- Provided weekly COVID report by Friday with State updates, CALI Score and Charts.
- Continue to inform, discuss and answer questions from residents, business owners and agencies regarding issues that are important to them.
- Continue to monitor staff activities regarding public health inspections and complaints. (see environmental, health education and nursing reports)
- Ongoing discussions regarding vaccines especially with children 5 and older having eligibility and boosters available for 12+.

Testing and Vaccination Sites:

Both public and private sites continue to operate throughout New Jersey.

Stay Well.

Respectfully Submitted,
F. Michael Fitzpatrick, Health Officer

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Officer Citation Report

From Date : 2/1/2022 To Date : 2/28/2022

Report Date : 3/21/2022 8:14 AM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	62	13	3	0	1	0	0	17
XX	XX	92	19	7	0	0	0	0	26
XX	XX	13	1	2	0	0	0	0	3
XX	XX	112	16	12	0	0	0	0	28
XX	XX	1	0	0	0	0	0	0	0
XX	XX	81	13	6	0	0	0	0	19
XX	XX	0	0	0	0	0	0	0	0
XX	XX	42	4	0	0	0	0	0	4
XX	XX	53	17	1	0	3	0	0	21
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
Total:		456	83	31	0	4	0	0	118

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 2/1/2022 To Date: 2/28/2022

Report Date: 3/21/2022 8:12:39 AM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
0500	Burglary	3	1	2	0
0600	Theft	3	1	2	0
1100	Fraud	2	0	1	1
1400	Malicious Mischief	1	0	1	0
1500	Weapons Offense	1	1	0	0
2100	Liquor Laws Drunk Driving	1	0	0	1
2400	Disorderly Conduct	2	0	0	2
2600	All Other Offenses	2	0	2	0
4000	Non Criminal Investigations	17	5	3	9
4100	Fire Related	4	2	1	1
5500	Animal Complaints	5	1	2	2
6000	Traffic Accidents	4	1	2	1
6300	Traffic Enforcement	484	48	219	217
6500	Parking Enforcement	4	1	1	2
6600	Traffic Services	8	1	6	1
7000	Public Services	324	96	74	154
7500	Assist other Agency	40	2	31	7
8000	Warrants	2	0	0	2
8100	Warrants Other	2	0	1	1
9000	Administrative	483	130	220	133
	Total:	1392	290	568	534

Time Used/Overtime by Month

	Sick Time Hours							Vacation/Comp Hours/Pers Day/Bereave							Court Overtime					Department Overtime									
	2016	2017	2018	2019	2020	2021	2022	2016	2017	2018	2019	2020	2021	2022	2016	2017	2018	2019	2020	2021	2022	2016	2017	2018	2019	2020	2021	2022	
Jan	58	236	216	79	588	324	36	127.5	22	15	14	0	42	48	\$0	\$0	\$158	\$0	\$154	\$0	\$0	\$0	\$3,164	\$2,998	\$4,159	\$4,348	\$9,570	\$7,154	\$6,557
Feb	142	226	252	86	444	266	68	11	84	104	220	111	189.5	252	\$0	\$0	\$0	\$210	\$258	\$0	\$0	\$0	\$17,750	\$7,009	\$4,927	\$2,138	\$4,789	\$21,810	\$4,999
March	82	238	310	110	332	180		139	198	148.5	168	74.5	81		\$0	\$151	\$0	\$0	\$0	\$0	\$0	\$7,689	\$12,822	\$29,829	\$6,254	\$4,081	\$7,510		
April	46	209.5	0	106	456	240		138	154	250	265.5	0	226		\$0	\$0	\$0	\$422	\$0	\$263		\$4,657	\$5,399	\$12,146	\$27,385	\$3,930	\$12,820		
May	69	128	204	96	564	204		192	254	178	169	36	681		\$0	\$0	\$0	\$993	\$0	\$0	\$0	\$16,276	\$12,700	\$24,263	\$29,828	\$5,202	\$18,415		
June	85	140	130	106	540	312		299	268	208	254	194	727.5		\$0	\$0	\$193	\$0	\$0	\$0	\$0	\$6,362	\$17,917	\$21,572	\$32,632	\$21,692	\$25,194		
July	140	318	152	47	442	420		592	518	524	84.5	551	877		\$0	\$0	\$158	\$0	\$0	\$0	\$0	\$31,836	\$31,018	\$24,005	\$27,180	\$26,802	\$32,344		
August	182	272	94	246	312	168		528	606	682	748	708	792		\$0	\$140	\$193	\$0	\$0	\$263		\$20,059	\$21,042	\$18,754	\$34,709	\$22,125	\$30,577		
Sept	92	276	94	180	256	70		364.5	294	375.5	222.5	389	280		\$354	\$0	\$0	\$0	\$0	\$250		\$12,484	\$21,047	\$16,316	\$22,108	\$20,166	\$23,313		
Oct	94	332	106	154	314	48		414	125	208	216	292	204		\$0	\$0	\$0	\$0	\$0	\$0		\$15,755	\$12,876	\$14,514	\$15,865	\$17,041	\$34,942		
Nov	188	346	148	426	302	44		164	274.5	235.5	176	287	370		\$0	\$0	\$246	\$0	\$0	\$363		\$11,241	\$18,359	\$15,103	\$17,554	\$10,442	\$30,691		
Dec	392	392	254	600	424	206		217.5	171	346.5	144.5	376	265		\$0	\$302	\$0	\$0	\$0	\$0		\$19,991	\$18,360	\$20,920	\$21,126	\$25,206	\$22,102		
Total	1570	3113.5	1960	2236	4974	2482	104	3186.5	2968.5	3275	2682	3018.5	4735	300	\$354	\$593	\$947	\$1,625	\$412	\$1,139	\$0	\$157,266	\$181,548	\$206,506	\$241,128	\$171,046	\$266,872	\$11,496	

February

<u>Total Overtime</u>
<u>Hours Paid</u>
52.50

<u>Total</u>	
<u>Vaca/Comp/Perso</u>	<u>% of Hrs Equating to</u>
<u>nal/Bereave Hrs</u>	<u>OT</u>
<u>Creating OT</u>	
252	0
	0.00%

<u>Total Sick Time</u>	<u>Total Sick Time</u>	<u>% of Hrs Equating to</u>
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>
68	24	35.29%

**First fully staffed month since April 2020

4 hours Arrest/Investigation
 7.5 hrs DPW Traffic Control
 17 Hrs Mandatory Training

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity February 2022

The Recreation Commission met on February 15th, 2022. Some topics discussed were: Dates for upcoming spring & summer activities, recommendations for daily guest badge pricing, possible alternative swim test for Clinic swim members only, discussions on fish stocked for Trout Derby.

- Continued to support and supervise the Mountain Lakes Middle School Ski club and the Mountain Lakes High School Ski club every Tuesday and Thursday. There was 1 weather cancellation and was rescheduled to the "rain date."
- Continued to support recreation Laker Basketball. Many teams made the playoffs this year and extra gym time was needed.
- Assisted the ML Youth Lacrosse program in securing the High School Gym for HS/Rec together clinics.
- Secured Field time for 2 Adult Soccer Leagues
- Assisted residents with various facilities requests.
- Contacted Trout Derby vendor to secure delivery for this year, changed mix of trout species in hopes of more robust, hungrier fish. Secured date for April 2022. Attended Trout Derby committee meeting.
- Assisted youth Spring sports including track, girls lacrosse, boys lacrosse and TriTown Little League, and MLBT soccer with promotion and gym facilities requests.
- Assisted youth rec programs with fingerprint checks for all youth coaches.
- Worked with Spring and Summer sports and camps and Schools to begin to schedule and acquire turf and facility time.
- Planned upcoming meetings for 55+ Lakers and hosted February meeting: a presentation Alex Clemete, a professor from CCM who spoke on the history of Superheroes.
- Began planning for annual Easter Egg Hunt (4/10) Trout Stocking and Derby (4/8 & 4/9).
- Began hiring process for summer seasonal employees for the borough beaches and programs.
- Set up registration and laid out initial plans for both Recreation Summer Camp and Teen Adventure Camp.
- Attended several planning and personnel meetings with both the Sailing Board and Mountain Lakes Swim and Dive Associations.
- Attended Council Budget Meeting.
- Attended DPW meeting.
- Explored options for an alternative Fireworks company to move fireworks back to July 4th. I met with Fire Commissioner Trapasso. He said he preferred Garden State on July 2nd for safety reasons.
- Secured several dates for 5K runs. Created internal and external checklists for proposed 5Ks.
- Melissa Harley will be running this going forward.
- Assisted new ML Day Committee chair in helping to plan for new celebration now on 7/2/22.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Code Enforcement Officer
jmullaney@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext.2014
F -973-402-3466

TO: Borough Manager Mitchell Stern
DATE: 3/20/22
SUBJECT: Monthly Report February 2022

The following lists code enforcement/property maintenance issues for the month of February 2022 :

1. Follow up on complaint from DPW about a street sign obstructed by brush on Rainbow Trail. Notification made to resident to cut the brush back around the sign.
2. Follow up on complaint from the police department about a view obstruction at the intersection of Morris Ave and Briarcliff Road
3. Follow up on complaint from DPW about contractors plowing snow on to the Borough sidewalk and Morris Ave.

Smoke and Carbon Monoxide Detector Inspections

Date:	Location	Pass/Fail
2/1	21 Ball Road	Pass
2/10	81 Morris Ave	Pass
2/20	10 Hanover Road	Pass
2/23	15 Ball Road	Pass

SIGN ENFORCEMENT –Monitor placement of temporary signs for compliance with ordinance.

Parking Enforcement: Monitor parking of landscaping trucks on Boulevard and around town to ensure compliance.