

City of Cape May
Bid 26R-04

License of Space on Ground and Tower
Located at 830 Canning House Lane City
of Cape May, NJ



CITY OF CAPE MAY CAPE MAY COUNTY NEW JERSEY

NOTICE TO BIDDERS

Notice is hereby given by the City of Cape May that an invitation for public bid will be received by the City on **May 19, 2026, at 11:00 A.M.** prevailing time conducted on electronic platform, in accord with N.J.A.C. 5:34-1 et. Seq., on BIDNET at www.bidnetdirect.com//capemaycity

BID: 26R-04 BID FOR THE LICENSE OF SPACE ON GROUND AND TOWER LOCATED AT 830 CANNING HOUSE LANE, CITY OF CAPE MAY, NJ

NOTE:

It is the bidder's responsibility to ensure that the bid package is uploaded onto the e-procurement site by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Accompanying each bid shall be a bid security payment in the form of a certified check, cashier's check, or bid bond made payable to the City of Cape May for not less than Ten Percent (10%) of the amount of the bid for the annual rent for one year, but in no case in excess of Twenty Thousand Dollars (\$20,000.00). If bids are to be submitted electronically in accord with this notice, then the bidder shall submit a copy of the bid guarantee with electronic submittal and mail ensuring receipt, PRIOR to electronic bid opening, **the original** to the City of Cape May, 643 Washington St., Cape May, N.J. The bid bond may also be provided in certified check and cashier's check in accord with provisions within general requirements of this bid.

The check or bond of the bidder to whom the contract is awarded shall be retained until a Lease is executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

The minimum bid, which is equivalent to the annual rent for the first year of the lease, shall not be less than fifty thousand (\$50,000) ("Minimum Rent"). Each successful bidder shall enter into a lease agreement with the City. The successful bidder shall be responsible for performing structural analysis and ensuring no interference with other tenants or with public safety and/or City use. The City shall be entitled to receive no less than the amount proposed by the successful bidder. In no case shall the rent paid fall below the Minimum Rent. The City, for public safety reasons, retains rights to access to the water tank, grounds, and equipment compounds at no cost to the City, or any other public entity.

The leased property consists of approximately two-hundred sixty-four (264) square feet of space on the Tower located at 830 Canning House Lane (the "Property") for purposes of installing wireless telecommunications equipment. The term of the lease shall be for five (5) years, with the option for four (4) additional five-year renewal terms (total 25 years). The minimum bid for the first year of the term shall be \$50,000.00 with annual increases based on either (a) the prior year's final Consumer Price Index data (Northeast Region Index) or (b) 3%, whichever is greater.

The successful bidder shall enter into a Lease Agreement with Cape May in a form provided by the City, attached as "Form of Lease Agreement" here within, a copy of which will be kept on file with the Office of the City Clerk. Said Lease Agreement shall be entered into within sixty (60) days of

the award of the bid. Lease Agreement will contain a provision that successful bidder(s) must comply with all Water Tank maintenance requirements as called for by Federal, State, or Local law, environmental regulations and/or City Engineer or other representative(s).

The City reserves the right to reject bids in accordance with N.J.S.A. 40A:11-1 et. Seq., and the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12—1, et seq. In the event of an equal or tie bid, the City shall award the bid to the bidder which is the most advantageous, price and other factors considered.

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. Seq.,

For zoom contact and opening invitation please contact the Qualified Purchasing Agent at scanning@thecanninggroup.org

This procurement has been advertised in accordance with the “Fair and Open Basis” (N.J.S.A. 19:44A-20.5).

By Order of the City of Cape May
Erin C. Burke, RMC, CMR
City Clerk/Registrar

Date of Posting on City Webpage: April 23, 20

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due
X	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)		With Bid Submission
X	Consent of Surety (Certificate from Surety company)		With Bid Submission
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)		At signing of contract
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project		Upon Acceptance of Project
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)		With Bid Submission
X	Ownership Disclosure Form		With Bid Submission
	Named Subcontractors in Bid for Listed Specialty Trades		With Bid Submission
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors		Prior to Award, but effective at time of bid
X	Business Registration Certificate – Bidder and all Sub Contractors		Prior to Contract Award
X	Non-Collusion Affidavit		With Bid Submission
X	Experience and Qualifications		With Bid Submission
X	Insurance and Indemnification Certificate		Prior to Contract Award
X	Disclosure of Investment Activities in Iran Form		Prior to Contract Award
X	Disclosure of Investment Activities in Russia Form		Prior to Contract Award
	Federal debarment Form		Prior to Contract Award
	Prevailing Wage Certification (PL 2021, C301)		Prior to Contract Award
	Equipment Certification		With Bid Submission
	EEO/AA Form AA-201		After Notice of Award, Prior to Signing Contract
X	EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report		After Notice of Award, Prior to Signing Contract
X	Bidder's Checklist		With Bid Submission

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: _____ Date: _____

Authorized
Representative: _____

Signature: _____

Print Name &
Title: _____

CITY OF CAPE MAY

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

SUBMISSION OF BIDS

- A. The City of Cape May, Cape May County, New Jersey (hereinafter referred to as “CITY”) invites sealed bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received on **April 30, 2026, at 11:00 A.M.** prevailing time conducted on electronic platform, in accord with N.J.A.C. 5:34-1 et. Seq.
- C. The bid form shall be submitted only on the e-procurement site as well as all questions at www.bidnetdirect.com/capemaycity
- D. 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 form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the CITY. Any changes, white-outs, strike-outs, etc. on the bid page must be initialed in ink by the person responsible for signing the bid. Bidders may not materially change the bid specifications through conditions on the bid sheet.
- E. Each bid form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and 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.
- F. Bidders must insert prices for furnishing all of the materials and/or services required by these specifications.
- G. Any and all successful bidders shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- H. The bidder understands and agrees that its bid is submitted on the basis of the specifications set forth herein. The bidder accepts the obligation to become familiar with these specifications.
- I. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to CITY’s designated representative. In the event the bidder fails to notify the CITY of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- J. Discrepancies in Bids
1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the CITY of the extended totals shall govern.

BID SECURITY

Each bid shall be accompanied by a Bid Bond, Certified Check, Treasurer's Check or Cashier's Check in the amount of ten percent (10%) of the total bid (but not in excess of \$20,000.00). N.J.S.A. 40A:11-21.

The bid security of all bidders except in the case of the three (3) apparent highest responsible bidders, shall be returned within ten (10) working days after the opening of bids, Sundays and holidays exempted. The bid security of the remaining unsuccessful bidders shall be returned within three (3) working days, Sundays and holidays exempted after award of the contract and upon receipt and approval of the signed contract.

All Bid Bonds shall be on the forms that are accepted by the State of New Jersey, Department of Banking & Insurance.

Where the specifications and/or instructions provide for no Surety/Performance bond requirements, the check of the successful bidder shall be returned upon satisfactory completion of the work and/or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions and/or the specifications, whichever may be deemed applicable.

If no contract has been awarded within sixty (60) days after bid opening and/or the time frame for the award has not been extended by the City, then the bid security shall be returned to the bidder.

PREPARATION OF BIDS

- A. The CITY is exempt from any local, state or federal sales, use or excise tax.
- B. Each successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price.

METHOD OF AWARD

- A. The CITY will award the lease on the basis of the bid amount, the bidder's compliance with the material components of this sealed auction, and the determination by City Council that the bidder is the highest responsible for the property subject to auction
- B. The successful bidder will receive a Lease Agreement in executable form, with the first years annual fee in the amount equal to the submitted bid price. The term of the lease shall be for five (5) years, with the option for four (4) additional five-year renewal terms (total 25 years). The minimum bid for the first year of the term shall be \$50,000.00 with annual increases based on either (a) the prior year's final Consumer Price Index data (Northeast Region Index) or (b) 3%, whichever is greater.
- C. Awards shall be made to the responsible bidder whose bid amount is the highest and whose proposal does not cause or create any conflicts with the existing equipment on the tower.

REJECTION OF BIDS

A. Reservation of Rights

The Owner reserves the right to reject bids in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-13.2 and N.J.S.A. 40A:11-23.2.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered. The bidders may only bid on the proposed lease. Any language offering a different price for a different term will cause the entire submission to be rejected.

C. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefor, or who have performed prior work for the CITY in an unacceptable manner, may be rejected. Bidders may also be rejected for "prior negative experience" pursuant to N.J.S.A. 40A:11-4.

E. Failure to Enter Lease Agreement

Should the bidder(s), to whom the license is awarded, fail to enter into the Lease Agreement within 60 days, Sundays and holidays excepted, the CITY may then, at its option, accept the bid of the next highest responsible bidder.

GOVERNING LAW

This contract shall be governed by and construed in accordance with Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A: 11-1 et. seq.) and the Local Lands and Buildings Law, (N.J.S.A. 40A:12-1 et seq.)

CITY OF CAPE MAY DETAILED BID SPECIFICATIONS

The City of Cape May is accepting sealed bids from qualified firms for a 5-year agreement, with an option for four (4) successive five (5) year renewal terms, to license space on CITY-owned property, including a portion of the existing 133-foot water tank ("Tower"). A non-exclusive route for access and utilities to the area licensed to winning bidder(s) will also be provided as part of the License Agreement.

The Tower is located at **830 Canning House Lane, Cape May City, NJ ("Property")**. The space available for bid are shown on Exhibit A.

Specific requirements for award and operation of the license.

1. The CITY intends to enter into one lease agreements with the bidder who presents the most advantageous financial offer(s) to license space on the Ground and Tower at the Property.
2. The bid price shall represent the annual license fee for the first year of the License Agreement. After the first year, the annual license fee shall be increased on each anniversary of the commencement date of the License Agreement by either (a) the prior year's final Consumer Price Index data (Northeast Region Index) or (b) 3%, whichever is greater.
3. A copy of the Lease Agreement for the space at the Tower and ground area near the Tower is attached to this bid package. Each bidder should carefully review the Lease Agreement in considering whether to make a bid for space on the Tower. Modifications to the Lease Agreement will not be accepted, except for the firm's specific legal name and address to be used for the purposes of delivering legal notice. Each successful bidder will be provided with a Lease Agreement for execution.
4. No wireless telecommunication infrastructure may interfere with the CITY's own telecommunication systems or operational uses or with any emergency response, regardless of when the CITY or emergency response installations occur.
5. The CITY shall have the right to terminate the Lease Agreement if it is determined by a federal regulatory agency having jurisdiction, that termination is in the public interest because of a threat to the public safety, health or welfare.
6. The term of the Lease Agreement shall be for an initial term of five (5) years. Following the initial term, the License Agreement may, at Licensee's option, be renewed for four (4) additional and successive five (5) year terms.
7. The CITY reserves the exclusive right to install, provide access to lease space and/or negotiate financing agreements on additional CITY property or other locations, and to contract in the best interest of the CITY. Successful bidders shall have no rights to areas within the CITY borders outside of the specific area licensed to the successful bidder(s).
8. Each successful bidder shall pay for all utilities used by it at its licensed space, and shall have a separate meter installed at its sole cost and expense.
9. The minimum annual license fee bid acceptable for this License Agreement is Fifty Thousand Dollars (\$50,000.00). Each bidder shall be responsible for any and all taxes, assessments, franchise fees

and other similar charges arising out of or assessed against its occupancy of a portion of the subject property and/or Tower.

10. The License shall be signed and returned to the City within sixty (60) days of the award of the bid(s).
11. All bids are subject to the loading capacity of the Tower and the CITY reserves the right to reject any and all bids to the extent such bid would result in the Tower's structural capacity being exceeded.

Bidders shall supply the following information:

1. Full name, tax identification number and main address of your firm.
2. A brief history of the business.
3. Information detailing the financial stability of the firm. Confidential information will be reviewed and returned if so marked by the bidder.
4. Number of years in business, date of incorporation.
5. Certification that no member of the firm has a conflict of interest with City of Cape May.
6. State whether any of the employees or officers of your firm have been named as a defendant in any litigation brought as a result of any contract operations for operation and maintenance. If so, name the individual, describe the circumstances, including the outcome.
7. State whether your firm has ever been terminated, fired or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
8. Bids shall be accompanied by the bid security in an amount equal to ten percent (10%) of the total bid (not to exceed \$20,000.00 pursuant to N.J.S.A. 40A:11-21) in the form of cash, certified check or bank treasurer's check, which down payment shall be promptly returned to unsuccessful bidders. Failure to include a ten percent (10%) down payment is cause for a declaration of non-compliance of the bid.

CITY OF CAPE MAY

FORM OF BID

**LICENSE OF SPACE ON GROUND AND TOWER LOCATED
AT 830 CANNING HOUSE LANE, CITY OF CAPE MAY, NJ**

The undersigned, as bidder, declares that s/he has carefully examined the specifications and is familiar with the work to be bid and will enter into the Lease Agreement on the locations identified within the bid specification, for the total annual license fee payment of:

TOTAL BASE BID (The amount indicated below must be \$50,000.00 or greater):

In words: _____

In numbers: \$ _____

Name of Bidder: _____

Address of Bidder: _____

Phone Number: _____ FAX: _____

Email: _____

Signature of Bidder: _____ Date: _____

Print Name: _____

VENDOR SHALL USE THIS PAGE TO SUBMIT BID

EXHIBIT A1

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A1 (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; Certificate of Employee

Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
 - b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
 - c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
 - d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
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STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
1. COMPANY NAME		COMPANY E-MAIL
2. STREET	CITY	COUNTY STATE ZIP CODE
3. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
		CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1	COL. 2	COL. 3	***** MALE *****						***** FEMALE *****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers																
Professionals																
Technicians																
Sales Workers																
Office & Clerical																
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL																
Total employment From previous Report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees																

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

VOID

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625



State Treasurer

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: __. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Experience & Qualifications Questionnaire

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

New Jersey Business Registration Certification

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

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

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

During the course of contract performance:

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

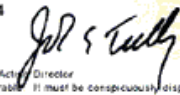
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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


Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(02-01)	Acting Director	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C.~ S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with frill and complete particulars of the claim. if any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

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

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

PAY TO PLAY ADVISORY
Disclosure Requirement
**P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A
– 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at: 1-888-313-
ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

_____ Signature of Vendor's Authorized Representative	_____ Date
_____ Print Name and Title of Vendor's Authorized Representative	_____ Vendor's FEIN
_____ Vendor's Name	_____ Vendor's Phone Number
_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



**DISCLOSURE OF INVESTMENT
ACTIVITIES IN IRAN FORM**

**STATE OF NEW JERSEY
DEPARTMENT OF THE
TREASURY - DIVISION OF
PURCHASE AND
PROPERTY 33 WEST
STATE STREET, P.O. BOX
230 TRENTON, NEW
JERSEY 08625-0230**

BID SOLICITATION # AND TITLE:

VENDOR NAME:

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE
APPROPRIATE
BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

FORM OF LEASE AGREEMENT

LEASE AGREEMENT
PORTION OF BLOCK 1061, LOT 137 AND 139
830 CANNING HOUSING LANE TOWER

THIS LICENSE AGREEMENT (hereinafter "License" or "Agreement") granted and agreed upon this ____ day of _____, 20 ____, by the City of Cape May, a municipal corporation, having an office at City Hall, 643 Washington Street, Cape May, NJ 08204 (hereinafter referred to as "City" or "Licensor") to and with _____, having a mailing address of _____ (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the owner of certain real property located at 830 Canning House Lane in the City of Cape May, County of Cape May and State of New Jersey as more particularly described as Tax Block 1061 Lot 139 ("the Property") upon which a 133-foot water tank ("Tower") is located;

WHEREAS, Licensee is the holder of a license from the Federal Communications Commission ("FCC") permitting it to operate a wireless communications facility in the State of New Jersey;

WHEREAS, the Landlord has offered to lease certain areas of the Property, including approximately two hundred sixty-four (264) square feet of space on the Tower, and all access and utility easements, if any, together with a non-exclusive easement for ingress and egress thereto and to the appropriate source of electric and telephone facilities (the "Designated Areas") at a public sealed auction conducted by Landlord on _____, in accordance with N.J.S.A. 40A:12-1 et seq.;

WHEREAS, Licensee now desires to license the space on the Property and Tower for the placement of its communications facility ("Communications Facility");

WHEREAS, Licensor and Licensee now desire to enter into this Agreement to establish the terms and conditions of Licensee's use of the Premises (as defined below).

NOW THEREFORE, in consideration of the above recited premises and of the agreements, obligations, terms and conditions hereinafter set forth and recited, Licensor and Licensee do hereby agree as follows:

- 1. GRANT OF LICENSE.** Licensor hereby grants Licensee a non-exclusive

license to use a portion of space on its Tower and those additional areas depicted on Exhibit A hereto all of which areas shall hereinafter be referred to as the “Premises” Licensee recognizes that this Agreement does not grant to Licensee exclusive occupancy of the Tower and the Premises and Licensee acknowledges that Licensor has the right to enter into similar licenses (or leases) with other licensees (or lessees) for the right to use space on the Tower and on the Property, outside of the Premises.

2. USE OF LICENSED AREA.

(A) The Premises is to be used only for the operation, construction, installation and maintenance of the Communications Facility and for no other purpose. Licensee shall be permitted to maintain the equipment listed on Exhibit A, attached hereto and incorporated herein, and incorporated herein.

(B) The Communications Facility shall be unmanned. Only employees, contractors, subcontractors, consultants and engineers of Licensee or persons under its direct supervision who have been given prior approval by Licensor for Tower access and work will be permitted to access the Tower. Licensee will be given reasonable access to the Communications Facility between the hours of 8 a.m. and 6:00 p.m., seven (7) days a week, for the sole purpose of performing maintenance and repairs to the Communications Facility and the Premises; provided that Licensee provides Licensor with at least two

(2) hours prior telephonic notice at (609)884-9532 (the “Contact Telephone Number”) of the times that Licensee will need access to the Premises. Notwithstanding the foregoing, Licensee shall provide Licensor with at least thirty (30) day prior written notice if Licensee intends to perform construction at the Premises beyond normal maintenance and repair work. If an emergency repair of Licensee’s equipment in the Premises is necessary to restore Licensee’s service, Licensee will be allowed reasonable access to the Premises twenty-four hours per day, (7) days a week, provided that Licensee notifies Licensor as soon as reasonably practicable. In the event that the Contact Telephone Number changes, Licensor shall provide Licensee with twenty-four (24) hours written notice of such change per the notice requirements in Section 26. Licensee shall allow a representative of Licensor to observe any installation, repair, maintenance or removal work performed in the Premises or any other portion of the Premises.

(C) Licensee shall install all of its equipment in compliance with all applicable governmental licenses, permits and other approvals (collectively, "Government Approvals"). Licensee shall cause all construction to occur lien-free and shall discharge or bond any mechanic's lien filed or recorded within thirty (30) days of receiving notice of such lien. Licensee shall install and maintain the Communications Facility in a workmanlike manner. Licensee shall mark cabling every 18 inches for cabling located on the Tower and at the entry and exit points of the Tower with identifying ownership markings and identify the antenna with similar ownership markings. Licensee shall (i) keep the Communications Facility in a neat, clean and orderly condition at all times, (ii) not cause rubbish, garbage or debris to accumulate or remain on or around the Communications Facility at any time, (iii) not commit or suffer any acts to be done at the Communications Facility or on the Premises in violation of any applicable law, regulation, permit or rule, and (iv) not use or allow the use by Licensee or its employees, contractors, subcontractors, consultants and engineers of the Communications Facility or Premises for any illegal purpose. Licensee shall, at its sole cost and expense, promptly repair any damage caused by the installation, operation, maintenance, repair and/or removal of the Communications Facility.

(D) Licensee shall not expand, modify and/or alter the Communications Facility (including, but not limited to, the addition of structures, co-location, or addition of uses, without submission of plans and specifications and Licensor's prior written approval of the submitted plans and specifications, such approval not to be unreasonably withheld, conditioned or delayed, provided that it shall not be unreasonable for Licensor to reject modifications that increase the structural load on the Tower and/or reduce the capacity, including wind loading capacity, of the Tower. Licensee shall be required to submit the plans and specifications in order to provide the Licensor with an opportunity to review, among other aspects, the aesthetic and visual nature of the modifications to the Communications Facility and, therefore, such plans and specifications shall describe and/or depict the Communications Facility in sufficient detail to provide that opportunity to Licensor, which shall be in Licensor's sole discretion. Specifically, plans and specifications shall describe and/or depict the type, shape, height, weight, wind-loading, structural analysis/capacity, elevation, distance to other structures on the Premises

and streets adjoining the Premises, proposed means of access, and precise location of proposed additional or modified cables, wires, lines and other accessories, of and/or related to the Communications Facility, if applicable. All plans and specifications shall also sufficiently describe the screening and/or camouflage used to ensure that any modifications to the Communications Facility that require Licensor's consent do not detract from the appearance of the surrounding neighborhood. Moreover, if Licensee seeks to install a generator, plans and specifications shall describe and/or depict the precise location of the generator, measures included to reduce the noise of the generator and anticipated decibel levels of the generator once measures are implemented. The plans and specifications shall also describe and/or depict the color and composition of the modifications to the Communications Facility that require Licensor's consent, which color and composition shall compliment and blend into the Premises and surrounding community, to the extent reasonably feasible. Approvals under this Section shall not relieve Licensee of its obligation to obtain any and all Governmental Approvals and to comply with all applicable requirements of the City of Cape May.

(E) Prior to Licensee commencing any work modifying its equipment on the Tower which requires Licensor's consent, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower for such modification on the Tower by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("Structural Analysis Fee") within thirty (30) days following receipt of an invoice from Licensor.

(F) All equipment or other property attached to or otherwise brought onto the Premises by the Licensee shall at all times be removable personal property of Licensee, which are not fixtures, and must be removed by Licensee upon the expiration or earlier termination of this License. If Licensee fails to remove Licensee's equipment by the expiration date of this Agreement or the earlier termination date of this Agreement, if applicable, Licensee shall continue to pay Licensor a holdover rate as specified in Section 6 of this Agreement and Licensor may remove such equipment at Licensee's

reasonable expense and bill Licensee. Such payment will be due upon receipt. All work to be performed on behalf of Licensee at the Premises that requires Licensor's consent will be by contractors approved by Licensor in writing, which approval shall not be unreasonably withheld, delayed or conditioned. Licensee shall maintain such equipment and other property in accordance and compliance with all applicable laws.

(G) No cars, trucks, vans, building materials, equipment or other personal property shall be parked, stored or left outdoors except when Licensee's workers are actually performing maintenance or repairs. No such items or materials shall be parked, left or stored outdoors overnight.

(H) Subject to the terms of this Agreement, Licensee's permitted antennas on the Tower shall be limited to a maximum of nine (9) and be clearly identified on Exhibit A, which antennas may be replaced from time to time with like-for-like antennas that are the same or smaller in dimensions, weight and appearance. Licensee shall only be permitted to transmit/receive signals on its licensed frequencies which must be provided along with the BID. Subject to Licensee's strict compliance with Licensee's non-interference covenants to Licensor in Section 2 of this Agreement, Licensee shall have the right to add, change or modify the frequencies initially identified in BID upon written notice to Licensor, which notice shall, to the extent it relates to additional frequencies to be operated by Licensee at the Property, be accompanied by a copy of the FCC license(s) applicable to each such frequency evidencing that Licensee is the FCC licensee thereunder. At the expiration of the Term or any Renewal term of this License Agreement, as herein defined, or upon the sooner termination of this Agreement as herein provided, Licensee shall remove the Licensee Facilities from the Property and the Premises and shall restore the Premises to the same condition as existed on the Commencement Date (hereafter defined), except for the ordinary wear and tear and loss by casualty beyond Licensee's control. In addition, the Tower shall not be removed. In the event Licensee fails to do so, Licensor, at Licensee's sole cost and expense, shall have the right to perform all reasonable and necessary work to remove Licensee's Facilities and to restore the Property and Premises to the same condition as existing at the Commencement Date. Licensee shall pay Licensor's restoration and repair costs promptly upon receipt of an invoice and supporting documentation.

(I) Licensee covenants to operate the Communications Facility in compliance with all applicable FCC rules and regulations, including FCC non-interference rules, and to comply with all applicable radio frequency emission standards adopted by the federal government pertaining to radio frequency emissions. Licensee acknowledges that the Tower, and the area surrounding the Tower, is currently being used to support municipal and public safety communications equipment and signals. Notwithstanding anything to the contrary herein, at no time may Licensee interfere with in any manner whatsoever, Licensor's operations on the Property.

In the event Licensee's use of the Tower or Premises interferes with radio or telecommunications of Licensor, upon telephonic notice from Licensor to Licensee at 609-884-9532, advising Licensee of such interference, Licensee must immediately correct and eliminate such interference including, immediately suspending operations (except for intermittent testing during Licensor approved time periods), while it attempts to correct and eliminate such interference. In the event Licensee fails to correct and eliminate such interference, Licensee's operations shall remain suspended until the interference is eliminated except for intermittent testing, however, during such suspension, Licensee's obligations to pay the License Fee shall continue.

As of the Effective Date (hereinafter defined), Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(J) In the event it is finally determined by a court of competent jurisdiction (with all appeals exhausted or the time within which to perfect having expired, although Licensor shall in no way be obligated to pursue any appeals) that Licensor does not possess the right, power or authority to license the Premises to the Licensee as provided in this Agreement, Licensor may cancel this Agreement. If any party brings an action or proceeding against Licensor claiming this Agreement is void, illegal, *ultra vires*

or in any other manner unenforceable, Licensee shall, at its sole cost and expense, defend such action or proceeding and seek appropriate relief including stays of enforcement of lower court judgments, consistent with this Agreement. Licensor agrees to defend and hold Licensee harmless against title claims that the Property and/or the Tower do not belong to Licensor.

(K) In the event that the FCC makes a determination which is final and non-appealable or any other governmental agency with jurisdiction over the Licensed Premises or Communication Facilities determines, that the use, operation or maintenance of the Communications Facility within the Premises endangers or presents a risk to the public health, safety or welfare of surrounding property owners or residents of the City, upon and after notice from Licensor advising Licensee of such determination and the basis therefor, Licensee shall immediately correct and eliminate the matter or thing causing the risk to the public health, safety and/or welfare, which may include removal of the Communications Facility from the Premises. Upon Licensee's failure to correct and eliminate the danger or deleterious effect within a reasonable time after notice, either Licensor or Licensee may cancel this Agreement and the license granted hereunder upon thirty (30) days' notice to Licensee.

3. **TERM.** The term of this Agreement shall be for five (5) years commencing as of June 12, 2026 ("Commencement Date") and expiring at 11:59 p.m. on June 11, 2031 ("Initial Term"). As of the Commencement Date, any month-to-month tenancy under a Prior Lease shall be terminated.

4. **RENEWAL TERM.** Provided Licensor agrees and Licensee is not in default under this Agreement beyond the expiration of any cure period, this Agreement may be renewed for four (4) additional five (5) year terms (each an "Renewal Term") (the Initial Term and Renewal Terms are collectively referred to herein as the "Term"). The Renewal Terms will be upon the same terms and conditions which were in effect during the Initial Term except that the License Fee shall be adjusted as set forth herein. Licensee shall exercise its option to renew this Agreement, if at all, by providing Licensor with written notice that Licensee intends to exercise its option to renew no later than one hundred eighty (180) days prior to the then current Initial Term or Renewal Term, as the case may be.

5. **TERMINATION AND SURRENDER.** If at any time during this Agreement the Premises becomes unsuitable for the Communications Facility due to: (a) governmental regulations; (b) signal interference not caused by Licensee; (c) interference with Licensee's operations that cannot be resolved; (d) destruction of the Premises resulting in same becoming unusable, Licensee shall first send to Licensor notice of its intention to terminate this Agreement and specifically state the reasons therefor; or (e) Hazardous Materials (as defined below) on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use. The parties shall attempt to resolve the matters creating the unsuitability for forty-five (45) days. If, after such forty-five (45) day period the parties are unable to resolve the issues or items which caused the Premises to become unsuitable for Licensee's wireless communications system operations, Licensee may terminate this Agreement by notice to Licensor, which termination shall be effective no sooner than thirty (30) days after such notice is received by Licensor. At the end of such thirty (30) day period, this Agreement shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the Term, except that all of Licensee's liabilities and obligations existing prior to the date of termination shall survive such termination. At the expiration or earlier termination of this Agreement, Licensee shall remove the Communications Facility from the Premises and surrender to Licensor the Premises and fixtures, if any, except Licensee's trade fixtures and equipment that Licensee is required or entitled to remove by reason of express provisions of the License, in good condition, except for ordinary wear and tear and damage beyond Licensee's control (or loss by casualty beyond Licensee's control). In the event Licensee fails to do so, Licensor, at Licensee's sole cost and expense, shall have the right to perform all reasonable and necessary work to remove the Communications Facility and to restore the Premises to the same condition as existing on the Commencement Date. Licensee shall pay Licensor's reasonable restoration and repair costs promptly upon receipt of an invoice and supporting documentation.

Licensee's trade fixtures and trade equipment installed on the Premises shall not be deemed part of the Premises, and Licensee may remove them at its own expense at or before the expiration or earlier termination of this License. Licensee shall repair all damage to the Premises resulting

from or caused by the removal of trade fixtures and trade equipment or other property of Licensee. If Licensee fails to repair such damage, Licensor may elect to repair the damage, and Licensee shall, on demand, pay to Licensor the reasonable cost of those repairs.

If Licensee fails to remove its trade fixtures and trade equipment by the date this Agreement expires, Licensor may then elect to retain such trade fixtures and trade equipment that Licensee does not remove or may remove them and either store or dispose of them in any manner. Title to any property that Licensor elects to retain shall vest in Licensor at the time of the election to retain it. Licensee shall, on demand, pay to Licensor the reasonable expense of removing, storing and disposing of the property Licensor elects to treat in such manner. Licensor may exercise a separate option to retain, store, or dispose of each such item or all items, or groups of items, and the election made for any one item or group of items may differ from that made for other items or groups of items.

6. HOLDING OVER. Licensee acknowledges the extreme importance to Licensor that occupancy of the Premises be surrendered at the expiration or sooner termination of this License. Licensee agrees to and shall indemnify and save Licensor harmless against any and all reasonable costs, claims or liabilities directly or indirectly resulting from delay by Licensee in so surrendering the Premises, including, without limitation: (i) any claims made by any succeeding licensee founded on such delay; (ii) any expenses or losses incurred by Licensor due to the cancellation or modification of a new license with a succeeding licensee for the succeeding term; and (iii) any other extra expenses incurred in reletting the Premises. In no event shall any provision hereof or otherwise be construed as permitting Licensee to hold over in occupancy of the Premises beyond the expiration or termination of the Term hereof. Holdover tenancy is expressly prohibited. The rights and obligations hereunder shall continue after the termination or expiration of this License.

If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without Landlord's prior written consent ("Holdover"), such occupancy shall be deemed a tenancy at sufferance and not a tenancy from month-to-month or year-to-year. During any Holdover period, Tenant shall pay to Landlord, as use and occupancy, rent equal to two hundred percent (200%) of the annual Base Rent in effect immediately upon expiration of the Term, calculated on a per diem basis, and shall continue

to be bound by all other terms and conditions of this Lease insofar as applicable. Acceptance by Landlord of any rent or use and occupancy during the Holdover period shall not constitute Landlord's consent to the Holdover, nor shall it waive Landlord's right to regain possession of the Premises or to seek damages. Tenant shall indemnify and hold Landlord harmless from all losses, costs, damages, and claims (including attorneys' fees) arising out of Tenant's Holdover.

7. LICENSE FEE.

(A) Licensee will pay to Licensor an annual license fee for the first year of the Term of _____ Dollars (\$_____) ("License Fee"). The License Fee shall be payable in annual installments of _____ Dollars (\$_____). Licensee shall continue to pay Licensor the License Fee on or before each anniversary of the Commencement Date. The License Fee shall be increased on each anniversary of the Commencement Date (including any additional years should this Agreement be renewed) by an amount equal to (a) the prior year's final Consumer Price Index data (Northeast Region Index) or (b) 3%, whichever is greater. The initial License Fee payment will be forwarded by Licensee to Licensor within thirty (30) days after the Commencement Date.

(B) In the event Licensee fails to pay the License Fee within ten (10) days of when due and payable, Licensee shall be assessed a late charge of ten percent (10%) of the amount of License Fee then due, payable immediately as an additional fee.

(C) Licensor hereby agrees to provide to Licensee with a complete and fully executed Internal Revenue Service Form W-9 ("W-9"), or equivalent, for any party to whom License Fee payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, Licensor agrees to provide updated W-9 or equivalent. The License Fee Documentation shall be provided to Licensee in accordance with the provisions of and at the address given in Section 25.

(D) Within sixty (60) days of obtaining an interest in the Premises or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of Licensor shall provide to Licensee the W-9 in the manner set forth in the preceding sub-section. From time to time during the Term of this Agreement

and within thirty (30) days of a written request from Licensee, any assignee(s) or transferee(s) of Licensor agrees to provide an updated W-9.

8. **CONDITION OF PREMISES.** Promptly after completing any construction, alterations or additions upon the Premises in compliance with the terms and conditions herein, Licensee shall restore the Premises and any affected area of the Premises to the condition as existed upon execution of this Agreement, except for the alterations or additions themselves. Upon termination or expiration of this Agreement, Licensee shall restore the Premises to the same condition as existed on the Commencement Date, reasonable wear and tear (or loss by casualty beyond Licensee's control) excepted.

9. **WARRANTY OF TITLE AND RIGHT TO GRANT LICENSE.**

(A) Licensor represents that Licensor owns the Property in fee simple.

(B) Licensor represents that, to the best of its knowledge, as of the Effective Date, the Property are unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Licensee's use and enjoyment of the Premises under this License.

10. **MAINTENANCE AND REPAIRS.** Within thirty (30) days of receiving an invoice from Licensor, Licensee agrees to reimburse Licensor for a pro-rata share of any and all costs and expenses actually incurred by Licensor for the maintenance and repair of the Tower and any perimeter fence or wall, which pro-rata share shall be equally divided among the number of parties using space on the Tower. Licensee shall perform all repairs necessary to keep the Premises and its improvements within the Premises in good repair and condition and in compliance with all applicable governmental, municipal and administrative laws, ordinances, codes, rules and regulations. Licensee shall abide by all FCC requirements, including power reductions if necessary, while work on the Tower is being performed on behalf of Licensor and any other users of the Tower subject to Licensor providing Licensee reasonable telephonic notice at _____ of such work. Licensor agrees to use commercially reasonable efforts to minimize any inconvenience, possible loss or expense to Licensee. At all times during the Term, Licensee shall cooperate with other parties using space on the Tower and/or

Property.

11. **UTILITIES.** Licensee will pay for all utilities used by it at the Licensed Space and shall have a separate meter installed at its sole cost and expense. Licensor will, at no cost to Licensee, reasonably cooperate with Licensee, and any utility company providing utility services to Licensee, to establish a non-exclusive utility route in a mutually agreeable location on the Property for the purpose of installing, operating and maintaining such lines, wires, and conduits, as necessary in order to provide such services to the Premises.

12. **LICENSEE'S DEFAULT; RIGHT TO CURE; NO WAIVER.**

(A) Each of the following shall be deemed a default by Licensee and a breach of this Agreement:

(i) Non-payment of any installment of the License Fee, including any adjustments in said License Fee as required or permitted hereunder within ten (10) days of the due date;

(ii) Failure to perform any other obligation or covenant for a period of thirty (30) days after receipt of such notice from Licensor specifying the failure. If such failure of performance is one which cannot with due diligence be cured within such thirty (30) day period, such failure of performance shall not be deemed a default if Licensee shall have commenced good faith efforts to rectify the same within said thirty (30) day period and provided further that such efforts shall be prosecuted to completion with reasonable diligence, but in no event shall any cure period be more than ninety (90) days.

(iii) Any vacating or abandonment of the Premises by Licensee, during which Licensee is not operating its Communications Facility, for more than three (3) consecutive months unless ordered to do so by a duly authorized legal authority or for other cause beyond Licensee's reasonable control.

(B) The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the

License Fee hereunder by Licensor shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant or condition of the License, other than the failure of Licensee to pay the particular License Fee so accepted, regardless of Licensor's knowledge of such preceding breach at the time of acceptance of such License Fee. No covenant, term or condition of this License shall be deemed to have been waived by Licensor unless such waiver is in writing by Licensor.

(C) All covenants and agreements to be performed by Licensee under any of the terms of this License shall be performed by Licensee at Licensee's sole cost and expense and without any abatement of License Fee. If Licensee fails to cure a default within the time period described above, Licensor may, without waiving or releasing Licensee from any obligations of Licensee, reasonably and in good faith make any such payment or perform any such other act on Licensee's behalf. All sums so paid by Licensor and all necessary incidental costs together with interest thereon at the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest rate permitted by applicable laws from the date of such payment by Licensor shall be payable to Licensor on demand, as an additional license fee, and Licensee hereby covenants to pay any such sums. But, the payment of such interest and sums shall not excuse or cure any default by Licensee under this License.

13. ASSIGNMENT AND SUBLETTING.

(A) Licensor may assign this Agreement upon written notice to Licensee, subject to its assignee assuming all of Licensor's obligations herein.

(B) Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Licensor; provided, however, that Licensee may without any approval or consent of Licensor assign its interest to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization, provided that any such assignee expressly agrees in writing to assume all of Licensee's obligations and liabilities hereunder. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to

whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

14. TRANSFER BY LICENSOR. Any good faith transfer of the Premises by Licensor or Licensor's successors shall relieve Licensor of all liability with respect to the performance or observance of any other covenants or conditions imposed on Licensor by this License not then accrued, provided that the transferee shall have expressly assumed and agreed to be bound by all of the covenants and conditions made on the part of Licensor, which are to be observed or performed on or after the date of transfer.

15. REAL PROPERTY TAXES AND ASSESSMENTS. Licensee shall pay during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other taxes or assessments issued by the governing entity (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Premises and Licensee's personal property located on or in the Premises. Licensee acknowledges that the Property, of which the Premises forms a part, is at present exempt from real property taxation because Licensor is a tax exempt entity.

Licensor and Licensee 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 Licensor or Licensee at the Premises. Licensee acknowledges that the Premises, of which the Premises forms a part, are at present exempt from real property taxation because Licensor is a tax exempt entity. Notwithstanding the foregoing, Licensee shall not have the obligation to pay any tax, assessment, or charge that Licensee 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 Premises. Nothing in this Paragraph shall be construed as making Licensee liable for any portion of Licensor's income taxes in connection with any Property or otherwise.

Licensee 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 Licensee is wholly or partly responsible for payment. Licensor shall reasonably cooperate with Licensee at Licensee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the Licensor for any taxes previously paid by Licensee, Licensor agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment if Licensor received any such payment from Licensee.

16. INDEMNIFICATION. Except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees, agents, representatives, volunteers, contractors, subcontractors, licensees and invitees (individually and collectively referred to as the "**Indemnified Parties**"), Licensee shall defend, indemnify and hold harmless the Indemnified Parties from all expenses, fines, liens, claims, demands, penalties, damages, and liabilities (including (i) reasonable attorneys' fees, including without limitation those at trial, and on appeal or review and (ii) reasonable consultant fees and expenses) to the full extent such arise from or are related to Licensee's, its employees, representatives, agents, contractors, subcontractors and invitees' (collectively referred to in this Section 16 as the "**Licensee Parties**") use and/or occupancy of the Premises, Licensee Parties' acts and/or omissions and/or Licensee's breach of this Agreement. Licensee's obligations under this Section 16 include, but not limited to, claims of all Licensee's employees, licensees, invitees, agents, contractors and subcontractors. Except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties, Licensee's obligations under this Section 16 shall also include claims for injuries to persons or property, and other property owned by Licensor; and the following claims arising from Licensee's acts or omissions, including trespass, nuisance, all federal, state and local taxes due and payable by Licensee, workers' compensation insurance and assessments, assessments and penalties for environmental damages and fire suppression costs. Licensee shall indemnify and hold harmless the Licensor from the consequences of all activities of the Licensee Parties on the Premises. Licensee shall, at Licensee's own cost and expense, defend any and all actions,

suits or other legal proceedings that may be brought or instituted against the Licensor on any such claims described in this Section and shall pay or satisfy any judgment, decree or settlement arising therefrom. This Section shall survive the termination of this Agreement.

17. ASSUMPTION OF RISK, WAIVER and LICENOR'S NON- LIABILITY.

To the maximum extent allowed by law, except for Licensor's gross negligence or willful misconduct, Licensee assumes any and all risk of loss, damage or injury of any kind to Licensee, Licensee's employees, licensees, invitees, agents, contractors and subcontractors or property of Licensee, Licensee's employees, licensees, invitees, agents, contractors and subcontractors that is on or about the Premises. To the maximum extent allowed by law, except for Licensor's gross negligence or willful misconduct, Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects, including failure to maintain or repair the Premises, and accident, fire or other casualty associated with the same. To the maximum extent allowed by law, except for Licensor's gross negligence or willful misconduct, Licensee hereby waives all claims and demands against Licensor, its respective officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Licensee sustained by Licensee or any person claiming to be Licensee resulting from any occurrence on or about the Premises.

18. LICENSEE INSURANCE. Licensee and each and every one of its contractors and subcontractors while working hereunder shall provide the City of Cape May with certificates of insurance before this Agreement is signed by the City. Such parties shall carry the following:

(A) Workers' Compensation and Employer's Liability Insurance – covering all of the Employer's employees directly engaged in the performance of this Agreement. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$1,000,000 each accident/disease/policy limits.

(B) Commercial General Liability Insurance Including Completed Operations and Contractual Liability Insurance with limits of not less than \$3,000,000 per occurrence and in the aggregate for bodily injury or property damage, including coverage for explosion, collapse, contractual liability and underground (XCU) hazards.

(C) Certificates of Insurance for items listed above must be filed with the Engineer and Licensor upon execution of this Agreement and upon written demand by the City of Cape May.

(D) Coverage shall remain in force throughout the term of this Agreement.

(E) Contractors and subcontractors shall be required by the Licensee to provide substantially the same insurance with substantially the same limits. Licensee shall not allow any contractor or subcontractor to commence work until all similar insurance required of the contractor or subcontractor has been so obtained and approved. Approval of the insurance by the Licensor shall not relieve or decrease the liability of the contractor or subcontractor hereunder.

(F) Licensee's required insurance coverage shall be primary insurance with respect to this Agreement and any coverage maintained by Licensor, its directors, officials, officers, employees, licensees, contractors, volunteers and agents.

(G) All required liability insurance shall include the City of Cape May, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as additional insureds.

(H) Licensee hereby waives any right of recovery against the City and the City's officers, agents, employees, and contractors for loss of or damage to Licensee's property to the extent such loss or damage is covered by insurance carried or required to be carried by Licensee under this Lease. Licensee shall cause each insurance policy required under this Lease to include a waiver of subrogation endorsement in favor of the City, and shall furnish the City with certificates of insurance and copies of the applicable waiver of subrogation endorsements evidencing compliance with this provision upon commencement of the Lease and thereafter upon renewal or replacement of any such policy.

19. WARRANTIES AND REPRESENTATIONS.

(A) Neither Licensor nor Licensor's agents have made any representations or promises with respect to the Premises or the Premises concerning this Agreement, except as herein expressly set

forth. Licensor has not made and does not make any representation that the Premises is suitable for the conduct of Licensee's business or that the Premises may be used for the use and purposes set forth herein, the Licensee is relying upon its own knowledge and investigation with regard thereto. **LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE PREMISES, BUILDING AND THE TOWER. LICENSEE, AS OF THE COMMENCEMENT DATE OF THIS AGREEMENT, HEREBY ACCEPTS THE PREMISES, BUILDING AND TOWER "AS IS, WHERE IS, WITH ALL FAULTS.**

(B) The individuals executing this Agreement on behalf of their respective parties have been duly authorized to do so.

(C) Neither party has dealt with nor is any brokerage commission due to any broker in connection with the License.

20. INSPECTION RIGHTS. Notwithstanding any other provision of this License to the contrary, Licensor shall have the right to inspect Licensees' equipment, upon reasonable notice, in a manner so as not to interfere unreasonably with the conduct of Licensee's business and so long as a representative of Licensee is present, in order to investigate the possibility of any environmental condition or environmental noncompliance at, upon, about or under the Property. Licensor may exercise this right at its sole discretion.

21. LICENSOR'S RIGHT TO ENTRY. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons or property on the Property and which requires entry onto the Premises, Licensor may enter the Premises and take actions as are reasonably required to protect individuals or personal property from immediate threat of substantial harm or damage; provided that promptly after the entry (and in no event later than 48 hours), Licensor gives notice to Licensee of Licensor's entry onto the Premises. Furthermore, Licensor shall make a good faith effort to provide Licensee with advance notice of such entry.

22. CONDEMNATION and CASUALTY.

(A) CONDEMNATION. If, during the term hereof, there shall be a "taking" by a

public authority under the power of eminent domain, then this License shall cease and terminate as to the date actual physical possession thereof shall be taken. A "taking" is defined to be the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Licensee's business therein.

(B) CASUALTY. In the event of damage by fire or other casualty to the Tower or a portion of the Premises, through no fault of Licensee, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty, through no fault of Licensee, so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than ninety (90) days, then Licensor or Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate this Agreement upon thirty (30) days prior written notice to Licensor. 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 License Fees shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

23. CONSTRUCTION LIEN. Licensee shall not suffer or permit any construction liens to be filed against the Premises or any other property of Licensor, including the Tower or any part thereof by reason of work, labor, or materials requested and supplies requested by Licensee. If a Notice of Unpaid Balance and Right to File Lien shall at any time be filed against the Property, Licensee shall cause it to be promptly removed.

24. COMPLIANCE WITH LAW. Licensee shall at all times use the Premises in a lawful manner and comply with all governmental laws, rules, regulations, and orders applicable to Licensee's use of the Premises, including all FCC rules and regulations pertaining to the Tower and equipment space. Licensee's permitted use is contingent upon maintenance of all FCC permits.

Agreement may be terminated by either party on ten (10) days' prior written notice to the other part hereto.

28. TITLE INSURANCE. Licensee may obtain title insurance on its interest in the Premises. Licensor shall reasonably cooperate, at Licensee's expense, by executing documentation required by the title insurance company.

29. RF EMISSIONS; HAZARDOUS MATERIALS.

(A) If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other applicable federal governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Communications Facility which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to promptly comply with same. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. Licensor, however, shall not request an engineering evaluation or other power density study be performed more than one time each year. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower do not comply with MPE limits, then Licensee and Licensor, each for itself, shall promptly take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE.

(B) Licensee and Licensor each agree that it will not, and will not allow any party acting on its behalf or at its direction, to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Licensor represents that, to the best of its knowledge, without the duty of inquiry, neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Licensor

and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this sub-section. As used in this sub-section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

30. RIGHT TO TERMINATE. Notwithstanding anything to the contrary contained herein, if it is determined by a federal, state and/or local regulatory agency having jurisdiction, that termination is in the public interest because of a threat to the public safety, health or welfare, Licensor may terminate this Agreement upon at least one hundred eighty (180) days' prior written notice by Licensor to Licensee. Notwithstanding the foregoing, this License shall not be terminable by Licensor under this provision because another licensee or use of the Premises would offer greater financial gain.

31. AMENDMENT; WAIVER. No revision of this Agreement shall be valid unless in writing and signed by an authorized agent of each respective party. No provision may be waived except in writing signed by the party to be charged with such waiver.

32. BIND AND BENEFIT. All the conditions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.

33. RIGHTS AND REMEDIES CUMULATIVE. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by that party, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

34. LEGAL ACTION. In addition to any other rights or remedies, any party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any

default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

35. ATTORNEYS' FEES. If any party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

36. ENTIRE AGREEMENT. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

LICENSOR:

LICENSEE:

**CITY OF CAPE MAY,
a municipal corporation**

By: _____

By: _____

Date: _____

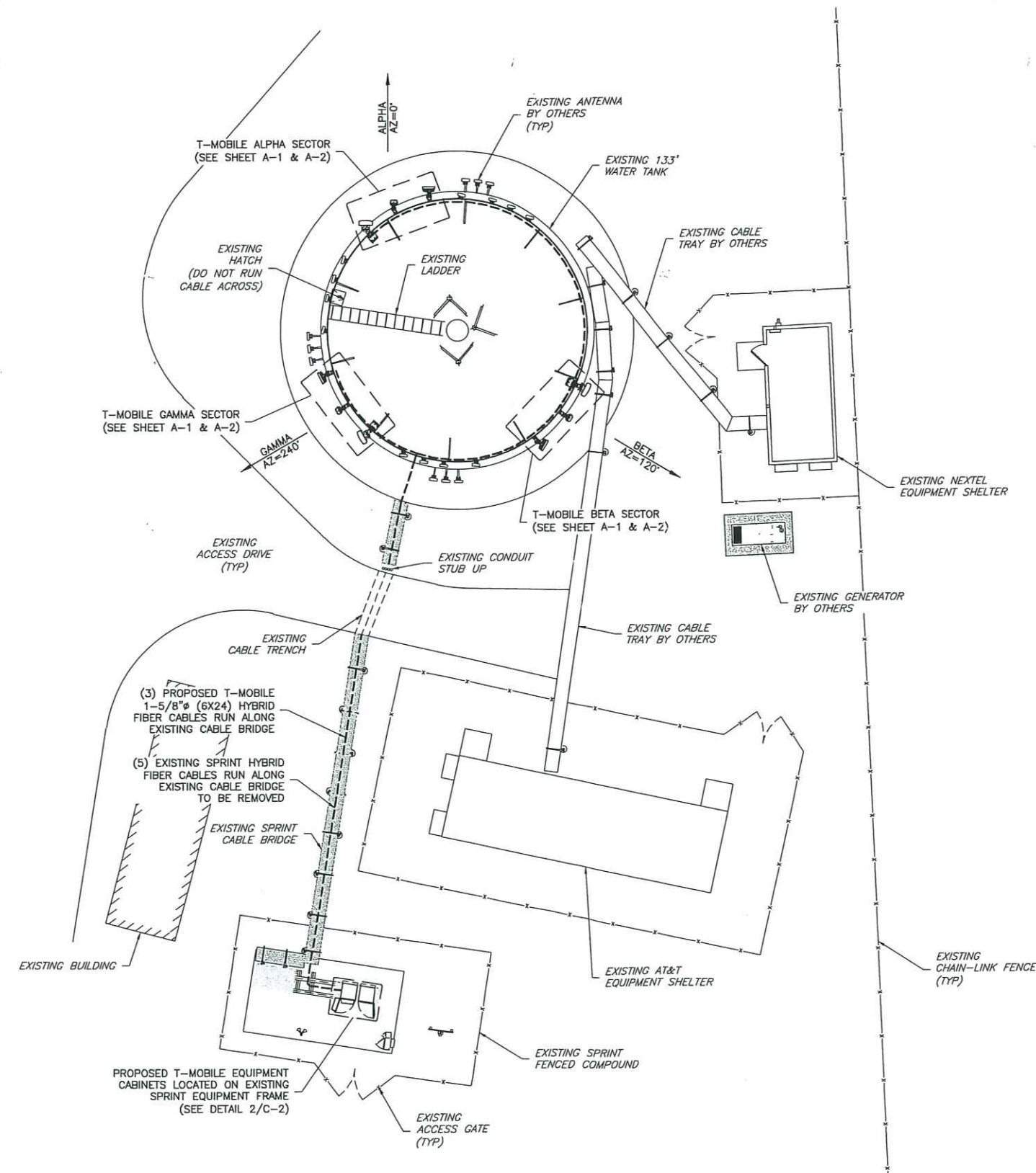
Date: _____

EXHIBIT A

Lease Area



NOTE:
 CABLES TO GAMMA SECTOR MUST BE RAN IN THE NORTH WEST DIRECTION.
 CABLES TO ALPHA AND BETA SECTORS MUST BE RAN IN THE NORTH EAST DIRECTION AROUND TO TANK IN ORDER TO PREVENT CABLES FROM BLOCKING HATCH AND LADDER.

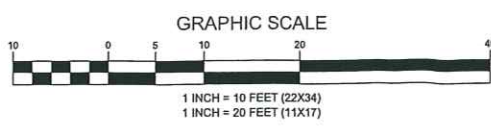


(3) PROPOSED T-MOBILE 1-5/8" (6X24) HYBRID FIBER CABLES RUN ALONG EXISTING CABLE BRIDGE

(5) EXISTING SPRINT HYBRID FIBER CABLES RUN ALONG EXISTING CABLE BRIDGE TO BE REMOVED

PROPOSED T-MOBILE EQUIPMENT CABINETS LOCATED ON EXISTING SPRINT EQUIPMENT FRAME (SEE DETAIL 2/C-2)

1 COMPOUND PLAN
 C-1 SCALE: 1" = 10' (22X34)
 SCALE: 1" = 20' (11X17)



LAST PLOTTED: 05/16/2021 1:37 PM

ENGINEERING FIRM

NB+C
 TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
 1777 SENTRY PARKWAY WEST
 VEVA 17, SUITE 400
 BLUE BELL, PA 19422
 (267) 460-0122

APPLICANT

Sprint

NOW APART OF **Mobile**
 T-MOBILE NORTHEAST LLC

475 VIRGINIA DRIVE
 FORT WASHINGTON, PA 19034

SITE INFORMATION

1CM9689A
 KEEP CITY OF CAP MAY
 PL54XC654
 830 CANNING HOUSE LN
 CAPE MAY, NJ 08204
 CITY OF CAPE MAY
 CAPE MAY COUNTY

DESIGN RECORD

REVISIONS			
REV	DATE	DESCRIPTION	BY
1	06/08/21	ISSUED FOR PERMITTING	AMD
0	02/18/21	PRELIMINARY CDs	TR

PROFESSIONAL STAMP

STATE OF NEW JERSEY CERTIFICATE OF AUTHORIZATION #246GA28226400 EXP 08/31/22

ENGINEER

KRUPAKARAN KOLANDAIVELU, P.E.
 STATE OF NEW JERSEY
 PROFESSIONAL ENGINEER
 LICENSE #24GE04945200

SHEET TITLE

COMPOUND PLAN

SHEET NUMBER

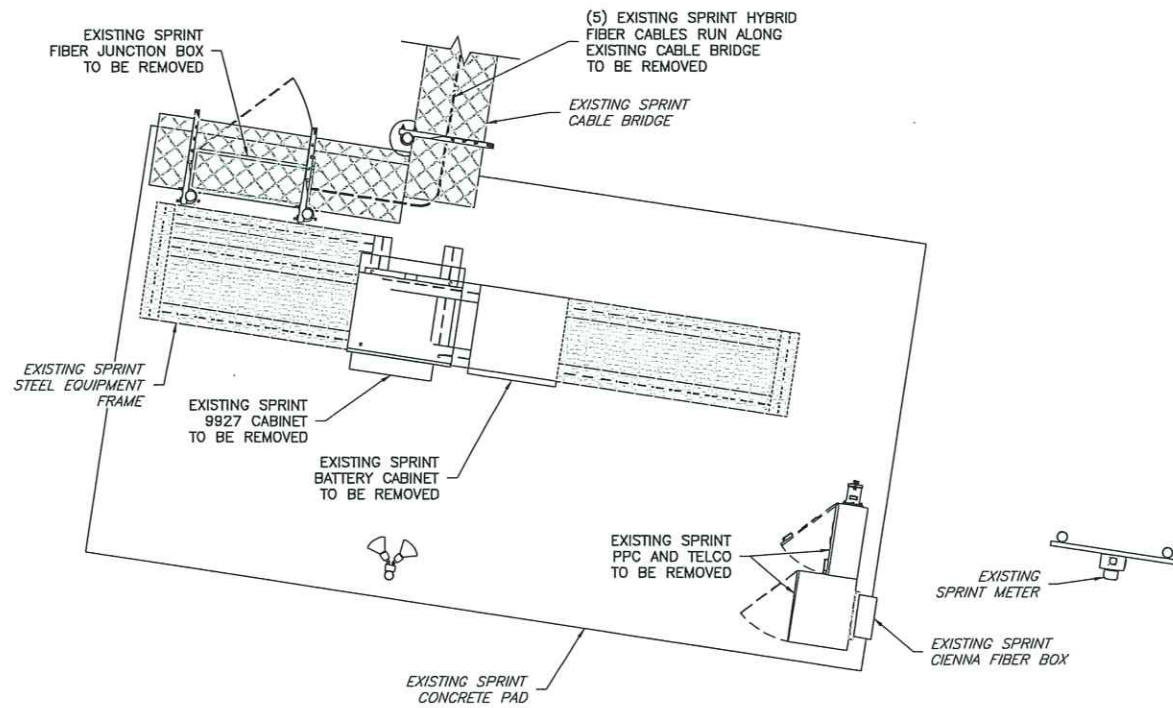
C-1



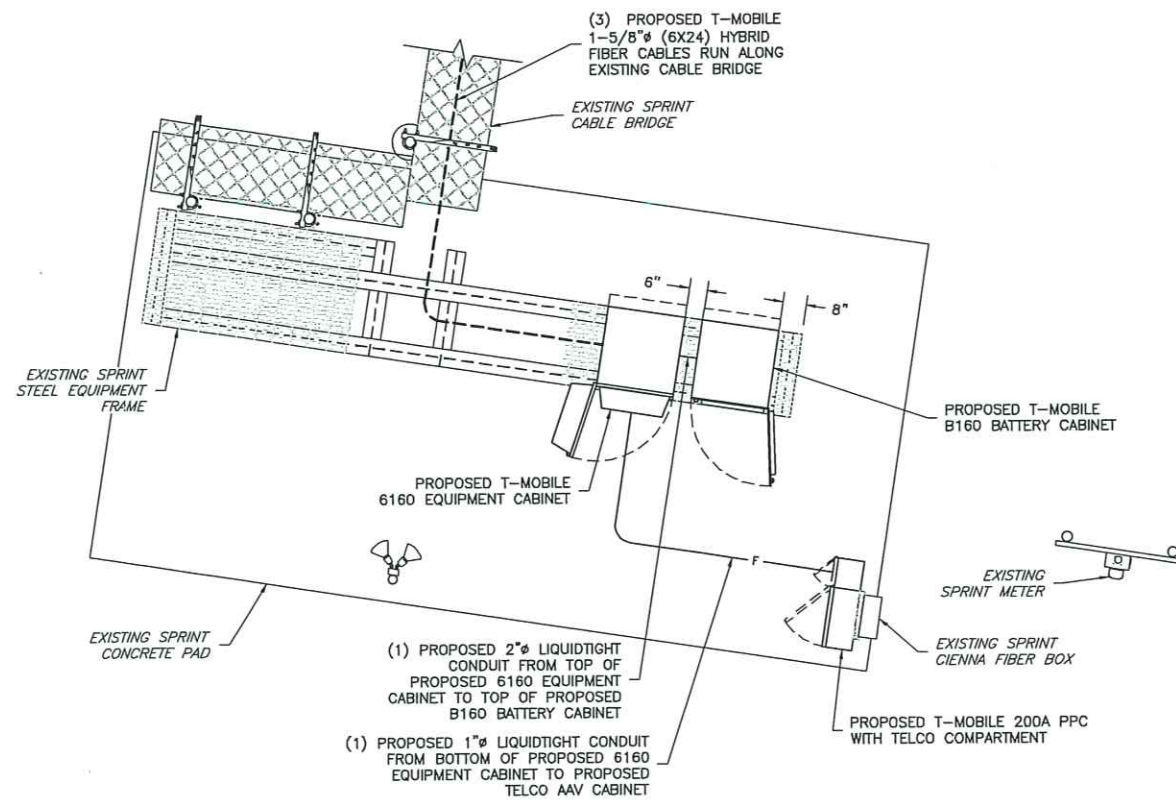
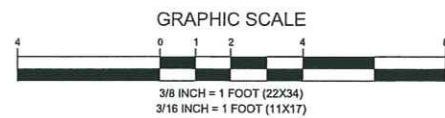
NEW JERSEY LAW REQUIRES THREE WORKING DAYS NOTICE PRIOR TO ANY EARTH MOVING ACTIVITIES



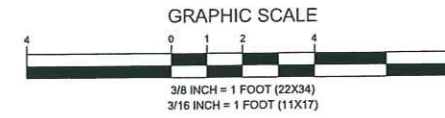
NOTES:
 1. EXISTING FIBER DISTRIBUTION BOX TO BE REMOVED IF NOT NEEDED FOR NEW HYBRID CABLES



1 EXISTING EQUIPMENT PLAN
 SCALE: 3/8" = 1' (22X34)
 SCALE: 3/16" = 1' (11X17)
 C-2



2 PROPOSED EQUIPMENT PLAN
 SCALE: 3/8" = 1' (22X34)
 SCALE: 3/16" = 1' (11X17)
 C-2



ENGINEERING FIRM

NB+C
 TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
 1777 SENTRY PARKWAY WEST
 VEVA 17, SUITE 400
 BLUE BELL, PA 19422
 (287) 460-0122

APPLICANT

Sprint

NOW APART OF **T-Mobile**
 T-MOBILE NORTHEAST LLC

475 VIRGINIA DRIVE
 FORT WASHINGTON, PA 19034

SITE INFORMATION

1CM9689A
 KEEP CITY OF CAP MAY
 PL54XC654
 830 CANNING HOUSE LN
 CAPE MAY, NJ 08204
 CITY OF CAPE MAY
 CAPE MAY COUNTY

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
1	06/08/21	ISSUED FOR PERMITTING	AMD
0	02/18/21	PRELIMINARY CDs	TR

PROFESSIONAL STAMP

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EQUIPMENT PLANS

SHEET NUMBER

C-2

(9) PROPOSED T-MOBILE ANTENNAS TO REPLACE (6) EXISTING SPRINT ANTENNAS (SEE SHEET A-1 & A-2) (3 PER SECTOR, 9 TOTAL)

(6) PROPOSED T-MOBILE RRU TO REPLACE (9) EXISTING SPRINT RRU (SEE SHEET A-1 & A-2) (2 PER SECTOR, 6 TOTAL)

EXISTING ANTENNAS BY OTHERS (TYP)

EXISTING 133' WATER TANK

TOP OF T-MOBILE ANTENNAS
ELEV.=141.0' AGL

T-MOBILE ANTENNA CENTERLINE
ELEV.=137.0' AGL

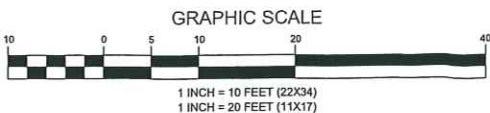
TOP OF WATER TANK
ELEV.=133.0' AGL

GRADE
00.0' AGL

GENERAL ANTENNA NOTES

- ALL ANTENNAS TO BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR IS TO COORDINATE AND VERIFY THE PROPOSED DOWNTILTS WITH T-MOBILE MANAGER PRIOR TO CONSTRUCTION.
- ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0.0'. (EXISTING GRADE)
- CHECK WITH RF ENGINEER FOR LATEST ANTENNA TYPE & AZIMUTH.
- CONTRACTOR SHALL VERIFY ANTENNA TYPE AND AZIMUTH WITH CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
- ALL CABLE LENGTHS ARE ESTIMATED AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- COLOR TAPE MARKINGS MUST BE 3/4" WIDE AND UV RESISTANT, SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE.
- CONTRACTOR SHALL COORDINATE COLOR CODINGS IN THE FIELD WITH T-MOBILE REPRESENTATIVE.
- PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL & MOUNT ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES AND OTHER APPURTENANCES. THE OWNER'S AGENT SHALL FURNISH A CERTIFICATION LETTER SEALED BY A REGISTERED PROFESSIONAL ENGINEER STATING THAT THIS STRUCTURAL ANALYSIS WAS PREPARED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.

1 ELEVATION
C-3 SCALE: 1" = 10' (22X34)
SCALE: 1" = 20' (11X17)



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FORT WASHINGTON, PA 19034

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KEEP CITY OF CAP MAY
PL54XC654
830 CANNING HOUSE LN
CAPE MAY, NJ 08204
CITY OF CAPE MAY
CAPE MAY COUNTY

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SHEET TITLE
ANTENNA SCHEDULE

SHEET NUMBER
A-1

ANTENNA SCHEDULE																
SECTOR	STATUS	TECHNOLOGY		ANTENNA MANUFACTURER	ANTENNA MODEL	ANTENNA DIMENSIONS (HxWxD)	RAD CENTER	AZIMUTH	ELEC DOWNTILT	MECH DOWNTILT	RRU QUANTITY & MODEL	TMA/DIPLEXER QUANTITY & MODEL	CABLE QUANTITY & TYPE	CABLE LENGTH		
A1	PROPOSED	L700 L600 N600	L700 L600 N600	L1900	L1900	RFS	APXVAALL24_43-U-NA20	95.90"x24.00"x8.50"	137.00'	0°	2°/2°/2°/2°	0°	(1) PROPOSED 4449 B71+BB5 (1) PROPOSED 4415 B25	-	(1) PROPOSED 1-5/8"φ (6x24) HYBRID CABLE	250'±
A2	PROPOSED	L2100	L2100	G1900 L1900	G1900 L1900	ERICSSON	AIR32 KRD901146-1_B66A_B2A	56.60"x12.90"x8.70"	137.00'	0°	2°/2°/2°/2°	0°	-	-		
A3	PROPOSED	L2500+N2500	L2500+N2500	L2500+N2500	L2500+N2500	ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	137.00'	0°	2°/2°	0°	-	-		
B1	PROPOSED	L700 L600 N600	L700 L600 N600	L1900	L1900	RFS	APXVAALL24_43-U-NA20	95.90"x24.00"x8.50"	137.00'	120°	2°/2°/2°/2°	0°	(1) PROPOSED 4449 B71+BB5 (1) PROPOSED 4415 B25	-	(1) PROPOSED 1-5/8"φ (6x24) HYBRID CABLE	250'±
B2	PROPOSED	L2100	L2100	G1900 L1900	G1900 L1900	ERICSSON	AIR32 KRD901146-1_B66A_B2A	56.60"x12.90"x8.70"	137.00'	120°	2°/2°/2°/2°	0°	-	-		
B3	PROPOSED	L2500+N2500	L2500+N2500	L2500+N2500	L2500+N2500	ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	137.00'	120°	2°/2°	0°	-	-		
C1	PROPOSED	L700 L600 N600	L700 L600 N600	L1900	L1900	RFS	APXVAALL24_43-U-NA20	95.90"x24.00"x8.50"	137.00'	240°	2°/2°/2°/2°	0°	(1) PROPOSED 4449 B71+BB5 (1) PROPOSED 4415 B25	-	(1) PROPOSED 1-5/8"φ (6x24) HYBRID CABLE	250'±
C2	PROPOSED	L2100	L2100	G1900 L1900	G1900 L1900	ERICSSON	AIR32 KRD901146-1_B66A_B2A	56.60"x12.90"x8.70"	137.00'	240°	2°/2°/2°/2°	0°	-	-		
C3	PROPOSED	L2500+N2500	L2500+N2500	L2500+N2500	L2500+N2500	ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	137.00'	240°	2°/2°	0°	-	-		

NOTES:
 1. PLANS PREPARED PER RF SHEET DATED 12/28/2020. CONTRACTOR TO VERIFY PROPOSED ANTENNA INFORMATION IS THE MOST CURRENT DATA AT TIME OF CONSTRUCTION.
 2. CONTRACTOR TO CONFIRM CABLE LENGTHS PRIOR TO CONSTRUCTION.

1 ANTENNA CONFIGURATION SCHEDULE
 A-1 NOT TO SCALE