



MEETING OF MAYOR AND COUNCIL
APRIL 26, 2023 – MINUTES
7:00PM

* MEETING CALLED TO ORDER - SALUTE TO THE FLAG - MOMENT OF SILENCE
Mayor Slavicek called the meeting to order at 7:00pm. All in attendance stood and Pledged Allegiance to the Flag. A moment of silence was observed for the men and women in our military protecting our freedom.

* CALLING OF THE ROLL

Mayor Slavicek

Councilman Karczewski

Councilwoman Bohinski

Councilman Duffy

Councilman Dzingleski

Councilman Reid - absent

Councilman Stasi

Also in attendance was Business Administrator Salvatore Masucci, Borough Attorney Joseph Youssouf, and Borough Engineer Kevin Meade.

* OPEN PUBLIC MEETINGS ACT STATEMENT

Adequate notice of this meeting has been provided as is required under Chapter 231 Public Law 1975 specifying the time, date, location and to the extent known the agenda by posting a copy on the bulletin board in the Municipal Building outside of the meeting room and providing a copy to the Home News Tribune and Sentinel newspapers and by filing a copy in the office of the Municipal Clerk in accordance with the certification which will be entered in the minutes of this meeting.

* PUBLIC PORTION

During the Public Portion of any Council Meeting members of the Public may only speak on topics of concern to the residents of the Borough. Everyone will be given five minutes to speak as per the Rules to Govern adopted January 4, 2023. During the Public Portion of any meeting, the members of the Public as well as the Governing Body shall be courteous and

respectful to one another. No comments and/or behavior that are considered disrespectful, ill-willed or with the intent to harass will be tolerated. If such behavior occurs, then that individual member of the Public will be asked to sit down and his or her turn to speak will be over, even if the five minutes is not.

John Nartowicz, 2 Holly Manor Court, inquired about the parking on Maple Street. He was almost hit yesterday. Mayor Slavicek stated that the Jamesburg Police Department is currently conducting a traffic study. Mr. Nartowicz encouraged them to contact him. He also inquired about 2 cars that have been parked on High Street since the winter. Councilman Karczewski asked him specifically where and he stated on the corner of High Street and George W. Helme Drive. The Borough will investigate it.

John Daly, 11 York Drive, informed the Council that there are large asphalt cracks on his street, at least 9, that have expanded. Madison Drive also has them. He inquired if there is anything in the budget to reseal the cracks on York Drive and Madison Drive. Mayor Slavicek stated he will speak with DPW and that they will look into including those roads for the next grant with the Department of Transportation.

John Bundy, 1 Avenue A, lives adjacent to the property at 4 Main Street. He asked if there were any updates because this is the fourth meeting he has come to regarding JLV Paving and 4 Main Street. In the years he has lived here, his taxes have quadrupled and his quality of living has gone down. Borough Engineer Kevin Meade stated the Resolution from the Planning Board regarding the paving is under review by the Planning Board Attorney Jim Kinneally. We are awaiting a statement from him. Mr. Bundy played a sound recording of the noise he hears on a daily basis from 4 Main Street. Mayor Slavicek stated that this becoming insanity in respect that Mr. Bundy comes here every meeting and he wants JLV and 4 Main Street to become compliant and asked Borough Attorney Joseph Youssouf for input. Mr. Youssouf stated that there is a common law nuisance and that there may be a lawsuit regarding violations of zoning ordinances. It is becoming an issue of residential versus industrial, and the Borough can choose a side to support. This may require litigation. Mr. Bundy stated it is zoned for commercial use only and the current owner of 4 Main Street turned it into an industrial yard. Borough Engineer Meade stated that there is a use variance granted to the property. Mr. Youssouf stated there can not deviation of the use variance, and it will require findings of proof of noise and air pollution.

Carmine Pascarella, owner of JLV Paving at 1 North 12th Street, stated that he will try and make amends and do the neighborly thing and pave the whole area. Mr. Pascarella gave a history of the property from his family's perspective. In 2002, the property was split and he is aware that it is not for an industrial zone, but the new owners of 4 Main Street made it into one. Mr. Youssouf stated that his proposal to offer paving does not come to the Council to approve. Mayor Slavicek stated that we are awaiting legal review of the Planning Board Resolution on what should be paved. Mr. Pascarella stated he has no issue paving it, but the problem is not him, it's 4 Main Street. The Mayor thanked him for making the suggestion of

paving. Business Administrator Sal Masucci asked if they could cut through the property instead of pulling the trucks in and out on the residential road. Mayor Slavicek stated he is hopeful for a happy medium for all.

* ACCEPTANCE OF MINUTES – March 15, 2023

MOTION – Councilman Dzingleski

SECONDED – Councilman Duffy

ROLL CALL: 5-0

* CONSENT AGENDA

Report of Municipal Clerk and Tax Collector

RESOLUTIONS:

2023- 73: Authorization to sell Miscellaneous Items on Municibid

74: Authorization to dispose of items at the Water Tower

75: Authorization to sign Shared Service Agreement with the Borough of Jamesburg for C-2 licensed Operator

76: Waiving of Type 1 Permit Fees

77: Authorization to submit a Grant Application to New Jersey Department of Environmental Protection for Stormwater Program Upgrade to meet the 2023 Tier A MS4 Permit, including Infrastructure Mapping

78: Temporary Emergency Appropriation #4

79: Payment of Bills

80: Authorization to Sign Agreement with DISH Wireless LLC

Councilman Karczewski had a question regarding 2023-80 and if we would be able to exit agreement if we are dissatisfied at a point in time, and well as the components to additions being added to structures. Mr. Youssouf stated that we would be able to exit agreement and that the contract is for to erect and operate for 20 years. Amendments along the way can certainly be made as well. Mr. Meade stated from an engineering perspective everything is fine with the agreement.

Councilman Dzingleski inquired about 2023-75 and why is retroactive. Business Administrator Masucci stated that is because it is from September 2022 to current.

Councilwoman Bohinski inquired about 2023-74 and if the grill that was raffled off but the winner never came to claim it is on the list. Mr. Masucci stated he will check with DPW Director Paul Reed.

MOTION – Councilman Karczewski

SECONDED – Councilman Stasi

ROLL CALL: 5-0

* REPORTS of Mayor, Committees, Business Administrator, Borough Attorney, Borough Engineer

Mayor Slavicek wished Borough Clerk Melissa Hallerman a Happy Administrative Professionals Day and thanked her for all she does for the Borough. He donated a item to be raffled off at the PTA's Annual Tricky Tray earlier this month. The Mayor thanked the Borough Clerk, DPW, and Councilwoman Bohinski for all their successful efforts at the

Rabies Clinic. The Easter event was very successful and fun was had by all. The Mayor attended Opening Day of Spotswood Youth Baseball and Softball League that honored Matthew Carlson. He has selected the recipient of the Mayor Slavicek Scholarship amongst the Spotswood High School Senior class. Earth Day was a huge success this year, with many activities for all to enjoy. Upcoming events include Touch A Truck and Yard Sale the weekend of May 20th. We have our Spectacular 50/50 raffle currently going on, tickets are \$10.00 and they winner will be picked at Spark in the Park, you do not need to be present to enter. Meetings are underway for the July 1st festivities. May 4th is the bidding for the front stairs project, and Helmetta Apparel store closes at midnight.

Councilman Dzingleski thanked everyone for their effort at the Easter event. It was well attended and very successful.

Councilman Karczewski had nothing to report.

Councilman Duffy stated there will be a finance meeting soon as they get ready to present the budget.

Councilwoman Bohinski stated that the Jamesburg Library will be closed for renovations until the end of May. He spoke with Chief Craparotta regarding a Bike Rodeo. It was determined they should do it soon or wait for the Fall. She also spoke to him about an expired prescription drop off and he informed her it was state run and will inquire about the program in the future. She attended the Board of Education meeting and a High School student's design work was chosen for the DECA state pin. Students are currently in Orlando for the National competition. Superintendent Graham Peabody had a request for Mayor Slavicek for his 5th grade plays to be included on the new website. It is the 135th anniversary of the Borough. She also inquired if there is a way for us to create of database of resident's email addresses by properties to send them out information. The Mayor stated there is a company called govit, that does that type of work and will pass along the information to her. She stated that the potholes by the railroad tracks are getting worse and the Mayor stated he will speak to DPW. She then gave each Councilmember some 50/50 raffles tickets to sell for the Spark in the Park.

Councilman Stasi was not able to attend Earth Day but he heard great things from the residents about it.

Borough Attorney Joseph Youssouf had nothing to report.

Business Administrator Salvatore Masucci reminded all that Blessing of the Bikes is this weekend.

Borough Engineer Kevin Meade gave an update on Locust Drive, the Borough Hall staircase, and Lake Avenue.

Borough Clerk Melissa Hallerman reminded the Council that Financial Disclosure Statements are due on April 30th.

* CLOSED SESSION A Resolution was passed pertaining to the Matters: Attorney/Client Privilege and Potential Litigation.

MOTION – Councilman Dzingleski

SECONDED – Councilman Stasi

ROLL CALL: 5-0

*OPEN SESSION

MOTION – Councilman Dzingleski

SECONDED – Councilman Duffy

ROLL CALL: 5-0

*RESOLUTION:

2023 – 81: Authorization for Attorney to file suit for 19 Lake Avenue

MOTION – Councilman Dzingleski

SECONDED – Councilman Duffy

ROLL CALL: 5-0

*RESOLUTION:

2023 – 82: Authorization for Amend Helmetta Community Center Contract

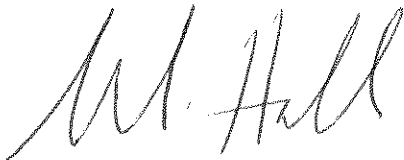
MOTION – Councilman Dzingleski

SECONDED – Councilman Karczewski

ROLL CALL: 5-0

* ADJOURNMENT

There being no further business, a MOTION to adjourn the meeting was made by Councilman Stasi and SECONDED by Councilman Dzingleski at 8:45pm. All were in favor.



Melissa Hallerman
Acting Municipal Clerk

RESOLUTION

#2023-73

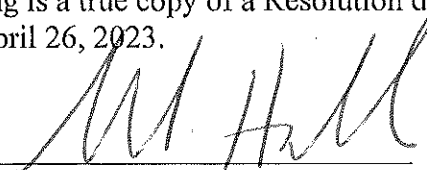
AUTHORIZATION TO SELL MISCELLANOUS ITEMS ON MUNICIBID

BE IT RESOLVED, the Borough of Helmetta has miscellaneous items which will be sold to the highest bidder via Municibid Online Government Auctions web site www.municibid.com. All these items were declared surplus after the closure of the Animal Shelter and will be listed for bids on or about May 15, 2023. In addition, with council approval, the posting for the 2013 Chevy Express Van (White) will be included on the Municibid website.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

**RESOLUTION
#2023-74**

AUTHORIZATION TO DISPOSE OF ITEMS AT THE WATER TOWER

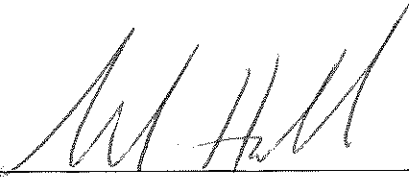
BE IT RESOLVED, by the Borough Council of the Borough of Helmetta and the Mayor authorize the disposal of the items listed below which have been stored in the water tower for several years.

- | | |
|-------------------------|---------------------------------|
| Grill- Griddle | Misc. pictures of dogs |
| Speed Trap trailer | Truck bed window protector rack |
| Whiteboard easel | Propane grill |
| Doorway gates | Various collars |
| Plastic five tier shelf | Briggs and Stratton generator |
| Army surplus generator | Snow blower |
| Sewer rodder | Line stripper |
| Snow blower | Backpack blower |
| Cat carrier | Tow behind compressor |

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.

A handwritten signature in black ink, appearing to read 'M. Hall', written over a horizontal line.

MELISSA HALLERMAN
Acting Municipal Clerk

RESOLUTION

2023-75

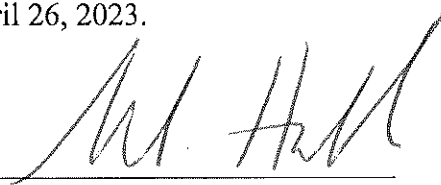
**AUTHORIZATION TO SIGN SHARED SERVICE AGREEMENT WITH THE
BOROUGH OF JAMESBURG FOR C-2 LICENSED OPERATION**

BE IT RESOLVED, by the Borough Council of the Borough of Helmetta and Mayor and the Borough of Jamesburg desirous of entering into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. between the respective Boroughs for a licensed C-2 classification operator for the Jamesburg Sewer System. Jamesburg shall compensate Helmetta at a rate of \$6,000 per year to be paid in quarterly installments on February 1st, May 1st, August 1st and November 1st. This ten-year agreement will run from September 1, 2022 to August 31, 2032. Jamesburg will pay \$5,000 on May 1, 2023 to cover the period from September 1 2022 through December 31, 2022 (\$2,000) plus the February (\$1,500) and May (\$1,500) payments.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

RESOLUTION #108-04-19-23

ENTERING INTO A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF HELMETTA FOR C-2 LICENSED OPERATION

WHEREAS, the Borough of Jamesburg and the Borough of Helmetta are desirous of entering into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. between the respective Boroughs for a licensed C-2 classification operator for the Jamesburg Sewer System; and

WHEREAS, the Borough of Helmetta has a C-2 licensed operator on staff; and

WHEREAS, the allow allows for the terms and conditions of the shared services to be authorized in a separate agreement or spelt out in the enabling Resolution; and

WHEREAS, this Resolution shall outline the terms and conditions; and

WHEREAS, the Borough of Helmetta shall provide the service of a C-2 licensed operator to the Borough of Jamesburg subject to the following terms and conditions:

NOW, THEREFORE, in consideration of mutual promises and covenants of each to other, and for other good and valuable consideration, the parties do hereby agree as follows:

1. The Borough of Helmetta shall provide the services of a licensed operator with at least a C-2 classification of license to be responsible for conducting the duties, maintaining the records, and submitting the reports required by N.J.A.C. 7:10A-1.12.
2. Said reports shall be submitted to the Business Administrator, or their designee, of the Borough of Jamesburg monthly.
3. Jamesburg shall compensate Helmetta at a rate of \$6,000 per year to be paid in quarterly installments on February 1st, May 1st, August 1st and November 1st. The \$2,000 owed for 2022 shall be included in the May 1, 2023 payment.
4. The Helmetta Operator shall be insured through the policies provided by the Borough of Helmetta. Jamesburg shall not be responsible for any wear and tear of vehicles used by the Helmetta Operator, maintenance on said vehicles or any damages that may occur to said vehicles in the performance of his duties.
5. Notwithstanding anything contained herein to the contrary, each party may terminate this agreement at any time by giving sixty (60) days written notice to the other party prior to the anniversary date of the commencement it wishes to terminate this agreement.

6. Jamesburg and Helmetta shall hold each other harmless and indemnify each other with respect to the acts or admission of acts of the operator conducted during the regular course of their duties.
7. Each municipality represents that the execution, delivery and performance of this agreement has been authorized by its governing body, does not require any consent, approval or referendum of the voters and does not violate any judgment, order, law or regulation applicable to either municipality.
8. This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supercedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.
9. The terms and conditions of this agreement may be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.
10. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

COUNCIL MEMBER	MOTION	2nd	AYES	NAYS	ABSTAIN	ABSENT
Council Member Emens			X			
Council Member Goletz		X	X			
Council Member Rampacek					X	
Council Member Rutsky			X			
Council Member Taylor	X		X			
Council President Spillane			X			
Mayor Lowande						

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Borough Council of the Borough of Jamesburg.



Susan Bouldgne
Registered Municipal Clerk
Borough of Jamesburg

BOROUGH OF HELMETTA

BOROUGH OF JAMESBURG

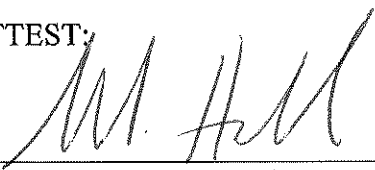
Borough of Helmetta
60 Main Street
P.O. Box 378
Helmetta, New Jersey 08828

Borough of Jamesburg
131 Perrineville Road
Jamesburg, New Jersey 08831

11. All indemnities contained in this agreement shall survive the termination of this agreement.
12. This agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.
13. In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and given affect to the intention of the parties as reflected herein and the other provisions of this agreement, as so amended, shall remain in full force and effect.
14. This agreement shall commence on September 1, 2022 and shall be for ten (10) years as per N.J.S.A. 40A:65-7 unless either party provides sixty (60) day termination notice by June 30th of each year as this Agreement shall automatically renew September 1 of each year.

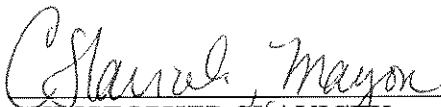
IN WITNESS WHEREOF, we do hereby agree to the within on this 26th day of April, 2023.

ATTEST:



MÉLISSA HALLERMAN,
Borough Clerk

BOROUGH HELMETTA



CHRISTOPHER SLAVICEK,
Mayor

ATTEST:



SUSAN BOULOGNE, Borough Clerk

BOROUGH OF JAMESBURG



MARLENE LOWANDE, Mayor

RESOLUTION

#2023-76

WAIVING OF TYPE 1 PERMIT FEES

WHEREAS, a Borough event is being held at the Helmetta Pavilion on July 1, 2023 with a rain date of July 2, 2023 and

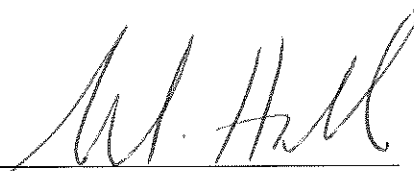
WHEREAS, food trucks and entertainment will be utilized for the event; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Helmetta, that the type 1 permit fees for the food trucks and entertainment be waived.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

**RESOLUTION
#2023-77**

**AUTHORIZATION TO SUBMIT A GRANT APPLICATION TO NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STORMWATER
PROGRAM UPGRADE TO MEET THE 2023 TIER A MS4 PERMIT, INCLUDING
INFRASTRUCTURE MAPPING**

NOW, THEREFOR, BE IT RESOLVED that the Mayor and Council of the Borough formally approves the grant application for the stated purpose.

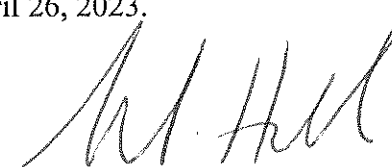
BE IT FURTHER RESOLVED that the Mayor and Borough Engineering are hereby authorized to submit the electronic grant application as stated above.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the grant agreement on behalf of the Borough of Helmetta and their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk



New Jersey Department of Environmental Protection

Grant Application Form

for Existing (prior to July 1, 2022) Tier A Municipalities

1. Permittee Information

Name of Permittee: Borough of Helmetta County: Middlesex

Mailing Address: 51 main Street

City or Town: Helmetta, NJ State: NJ Zip Code: 08828

NJPDES #: NJG0150878 PI #: 201987

Name and Title of Stormwater Program Coordinator:

Paul Reed, CPWM / water/sewer operator

Mailing Address (if different from above) _____

City or Town _____ State _____ Zip Code _____

Telephone 732-521-4946 FAX 732-521-1203 E-Mail p.reed@helmetta.boro.com
ext 110

2. Certification

I certify under penalty of law that this document was prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete.

I certify that I am aware that the permit requires that the municipality develop a Stormwater Infrastructure Map. I acknowledge that this Stormwater Infrastructure Map must comply with the requirements listed in Part IV.G.1.a of the Tier A MS4 Permit as noted above.

I certify that the municipality will use the funding from this grant provided by the Department to comply with the requirements of the Tier A MS4 Permit as outlined in the Notice of Funding Availability.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for purposely, knowingly, recklessly, or negligently submitting false information.

Signature of Permittee Clawde Date 5-11-2023

Print or Type Name Christopher Slavicek

Print or Type Title Mayor of Helmetta

RESOLUTION

#2023-78

TEMPORARY EMERGENCY APPROPRIATION #4

WHEREAS, in the normal operation of the business of the Borough of Helmetta, it will be necessary for making contract, commitments, and payment prior to the adoption of the regular 2023 budget for the Borough of Helmetta; and

WHEREAS, revised Statue 40A:4-19 of the State of New Jersey provides that the Governing Body of any municipality may make the temporary appropriation to provide for any contracts, commitments, or payments to be made between the beginning of the budget year and the adoption of the final budget: and

WHEREAS, the date of the resolution is within the first thirty (30) days of the January 2023; and

WHEREAS, the total amount of appropriations hereunder of \$55,748.00 does not exceed the twenty-six and one quarter percent (26.25%) of the total budget appropriations of the Borough of Helmetta for 2022, exclusive of any 2022 appropriation made for the debt services, capital improvement fund and public assistance, and exclusive of 2022 debt services appropriation.

NOW, THEREFORE, BE IT RESOLVED, that the following temporary budget for the Borough of Helmetta for the year 2023 be adopted., and a certified copy of this Resolution be forwarded to the Borough Chief Financial Officer for their records.

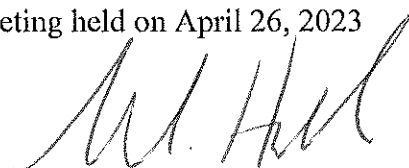
CURRENT FUND		
3-01-21-720-020	Planning Board OE	\$4,000.00
3-01-22-725-010	Code Enforcement S&W	\$2,330.00
3-01-25-752-010	Fire Prevention Bureau OE	\$1,920.00
3-01-36-844-020	P.E.R.S. Contribution	\$23,750.00
TOTAL CURRENT FUND		\$32,000.00
WATER UTILITY FUND		
3-05-55-511-023	P.E.R.S. Contribution	\$11,874.00
TOTAL WATER UTILITY FUND		\$11,874.00

SEWER UTILITY FUND		
3-07-55-511-025	P.E.R.S. Contribution	\$11,874.00
TOTAL SEWER UTILITY FUND		\$11,874.00
GRAND TOTAL		\$55,748.00

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023



 MELISSA HALLERMAN
 Acting Municipal Clerk

RESOLUTION

2023-79

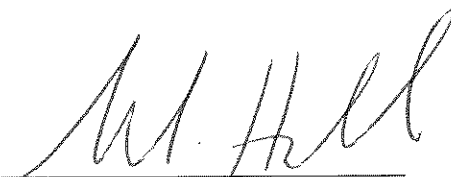
PAYMENT OF BILLS

All bills shall be paid per list.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

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MELISSA HALLERMAN
Acting Municipal Clerk

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes

Open: N
Rcvd: Y
Bid: Y

paid: N
Held: Y
State: Y

Void: N
Aprv: N
Other: Y
Exempt: Y

PO #	PO date	Vendor	Amount	Charge Account	Acct Type	Description	Contract PO Type	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
22-00621	10/25/22	CIR01				CIRCLE JANITORIAL SUPPLIES						
		1 55 GALLON TRASH BAGS	36.10	2-01-26-772-020	B	BUILDINGS & GROUNDS OE		R	10/25/22	04/03/23		25988
		2 33 GALLON TRASH BAGS	34.50	2-01-26-772-020	B	BUILDINGS & GROUNDS OE		R	10/25/22	04/03/23		25988
			70.60									
22-00635	10/26/22	KENNE005				KENNEDY CULVERT AND SUPPLY						
		1 15-METERS	2,117.70	2-05-55-500-021	B	B WATER OPERATING OE		R	10/26/22	04/12/23		
		2 15-CABLES	333.30	2-05-55-500-021	B	B WATER OPERATING OE		R	10/26/22	04/12/23		
		3 SHIPPING	100.00	2-05-55-500-021	B	B WATER OPERATING OE		R	10/26/22	04/12/23		
			2,551.00									
22-00737	12/14/22	JERSE010				JERSEY COAST FIRE EQUIPMENT						
		1 CLASS K EXTGH TEST/RECHARGE	185.00	2-01-25-749-020	B	B FIRE DEPARTMENT OE		R	12/14/22	04/03/23		12501861
		2 ANNUAL EXTGHN INSPECTION	100.00	2-01-25-749-021	B	B FIRE DEPARTMENT-COMMUNICATIONS EQUIPMENT R		R	12/14/22	04/03/23		12501861
		3 PORT FIRE EXTGH TEST	171.00	2-01-25-749-021	B	B FIRE DEPARTMENT-COMMUNICATIONS EQUIPMENT R		R	12/14/22	04/03/23		12501861
			456.00									
23-00011	01/09/23	RUT02				RUTGERS, THE STATE UNIVERSITY						
		1 REG FEE-CLERK COURSE	745.00	3-01-20-120-020	B	B MUNICIPAL CLERK OE		R	01/09/23	04/03/23		
23-00094	02/01/23	SEN01				SENSUS METERING SYSTEMS						
		1 SENSUS SYSTEM METERING RENEWAL	1,949.94	3-05-55-500-021	B	B WATER OPERATING OE		R	02/01/23	04/03/23		ZAZ3001166
23-00147	03/01/23	HDS01				CORE & MAIN LP						
		1 REPAIR OF HANDHELD	575.00	3-05-55-500-021	B	B WATER OPERATING OE		R	03/01/23	04/04/23		
23-00152	03/02/23	GAR02				GARDEN STATE HIGHWAY, INC.						
		1 2-STREET NAMES/SHPPING	94.00	3-01-26-765-020	B	B STREETS & ROADS OE		R	03/02/23	04/03/23		
23-00155	03/03/23	AGLWE005				AGL WELDING SUPPLY CO.						
		1 TC 25 MIX GAS /LEASE CHARGE	125.00	3-01-26-772-020	B	B BUILDINGS & GROUNDS OE		R	03/03/23	04/03/23		0040004685
23-00156	03/03/23	TOW20				TOWNSHIP OF EAST BRUNSWICK						
		1 PURCH SALT/ADM FEE	597.02	3-01-26-765-020	B	B STREETS & ROADS OE		R	03/03/23	04/03/23		22-00631

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00157	03/03/23	HOM02 HOME DEPOT										
		1 PEG BRD/ASSMT OF HOOKS		24.87	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/03/23	04/12/23		09180006181036
		2 PLUMBING PARTS		518.40	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/03/23	04/12/23		0918000101782
			543.27									
23-00173	03/09/23	DOWN005 DOWNES FOREST PRODUCTS										
		2 MLUCH FOR PLAYGROUND		2,250.00	3-01-28-796-020	B PARKS OE		R	04/03/23	04/03/23		22040
23-00174	03/09/23	MARR005 MARRIOTT CALLAHAN & BLAIR										
		1 2023 QTRLY RETAINER		1,062.50	3-01-21-720-020	B PLANNING BOARD OE		R	03/09/23	04/04/23		
23-00177	03/11/23	STICK005 STICKER CHICK GRAPHICS										
		1 BLUE HELMETTA BAGS		600.00	T-13-55-000-007	B RESERVE FOR RECREATION TRUST		R	03/11/23	04/03/23		
23-00179	03/11/23	BET01 BETTER LIVING										
		1 BRASSO POLISH		4.69	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/11/23	04/03/23		A572454
		2 RATCHET STRAP		24.99	3-01-26-315-020	B VEHICLE MAINT-PUBLIC WORKS		R	03/11/23	04/03/23		A572497
		3 FRAMING HAMMER		37.99	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/11/23	04/03/23		A569345
		4 ROOF NAILS		4.29	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/11/23	04/03/23		A569345
		5 SAND FOR POLE		6.99	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/11/23	04/03/23		B126709
			78.95									
23-00180	03/13/23	POWER005 POWER PLACE										
		1 PREVENTIVE MAINT SERVICE PARTS		580.32	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/13/23	04/06/23		
23-00181	03/15/23	BWCON005 B & W CONSTRUCTION CO. OF NJ I										
		1 WATER MAIN REPAIR-BAL DUE		5,354.16	2-01-26-765-020	B STREETS & ROADS OE		R	03/15/23	04/03/23		
23-00182	03/15/23	KEMPT005 KEMPTON FLAG										
		1 2 FLAG POLES		1,650.00	2-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/15/23	04/03/23		INWDFP1859
23-00193	03/17/23	AMAZO005 AMAZON CAPITAL SERVICES										
		1 LEPRECHAUN EVENT (4/16/23)		44.86	3-01-28-795-020	B RECREATION OE		R	03/17/23	04/03/23		1GFT-XDFG-QF7V
		2 EASTER ROLL (4/1/23)		121.42	3-01-28-795-020	B RECREATION OE		R	03/17/23	04/03/23		1NGK-PTFN-64CF
		3 DRILL BITS		17.96	3-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/17/23	04/03/23		1MPD-MWY7-PW46
			184.24									
23-00196	03/17/23	WBW01 W.B. MASON										
		1 COLOR PENCILS		17.90	3-01-28-795-020	B RECREATION OE		R	03/17/23	04/03/23		235944832

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00196	03/17/23	W.B. MASON	Continued								
			2 ASST COLOR MARKERS	39.90	3-01-28-795-020	B RECREATION OE	R	03/17/23	04/03/23		235988318
			3 YELLOW MARKER	2.24	3-01-28-795-020	B RECREATION OE	R	03/17/23	04/03/23		236856311
				60.04							
23-00197	03/17/23	MCU01	Middlesex Cty Utilities Auth								
			1 DUMP CHARGES-FEBRUARY	3,335.90	3-01-32-837-020	B LANDFILL/DISPOSAL SOLID WASTE	R	03/17/23	04/03/23		
23-00198	03/17/23	MCU01	Middlesex Cty Improvement Auth								
			1 BRUSH TO CTY/MUNICIPAL SITE	67.55	3-01-43-786-020	B MIDDLESEX CO RECYCLING PROGRAM	R	03/17/23	04/03/23		AR039984
			2 LEAVES TO CTY/MUNICIPAL SITE	81.77	3-01-43-786-020	B MIDDLESEX CO RECYCLING PROGRAM	R	03/17/23	04/03/23		AR039984
			3 SINGLE FAMILY HOUSEHOLD	2,835.36	3-01-43-786-020	B MIDDLESEX CO RECYCLING PROGRAM	R	03/17/23	04/03/23		AR040005
				2,984.68							
23-00200	03/17/23	W.B. MASON									
			1 TONER	116.99	3-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/17/23	04/03/23		236710701
			2 INDEX CARDS	8.38	3-01-31-834-020	B OFFICE SUPPLIES	R	03/17/23	04/03/23		236710701
			3 LABELS	20.58	3-01-31-834-020	B OFFICE SUPPLIES	R	03/17/23	04/03/23		236490965
			4 TONER	98.99	3-05-55-500-021	B WATER OPERATING OE	R	03/17/23	04/03/23		236521627
			5 TONER	99.00	3-07-55-500-021	B SEWER OPERATING OE	R	03/17/23	04/03/23		236521627
			6 TONER	114.99	3-01-20-701-020	B ADMINISTRATOR OE	R	03/17/23	04/03/23		236586745
			7 ENVELOP W/ CLASP	24.98	3-01-31-834-020	B OFFICE SUPPLIES	R	03/17/23	04/03/23		236698020
				483.91							
23-00201	03/17/23	AMAZ005	AMAZON CAPITAL SERVICES								
			1 BOX 1000 GLOVES	93.25	3-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/17/23	04/04/23		1NN7-TPTN-7D71
			2 CREDIT MEMO	96.80	3-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/17/23	04/04/23		1CWJ-9L3Y-D6QF
			3 INNER TOILET PARTS/SHPPNG	286.85	3-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/17/23	04/04/23		1763-WNF4-JYPQ
			4 PROMO/DISCOUNT	8.82	3-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/17/23	04/04/23		1763-WNF4-JYPQ
			5 1000 MAGIC SPONGES	25.72	3-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/17/23	04/04/23		1YDW-CQ34-JX9Q
				300.20							
23-00202	03/17/23	HOM02	HOME DEPOT								
			1 BLINDS FOR COURTROOM	797.05	3-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/17/23	04/12/23		09180009748468
23-00203	03/17/23	SAM02	SAMUEL KLEIN & COMPANY								
			1 2022 AFS/ADS	2,575.00	3-01-20-705-021	B FINANCE OE	R	03/17/23	04/04/23		
			2 2022 AFS/ADS	2,575.00	3-05-55-500-021	B WATER OPERATING OE	R	03/17/23	04/04/23		

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00234	04/03/23	SALVA005 SALVATORE MASUCCI	Continued									
3		1-BUBBLE BTL & TOYS	43.69	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			5050601
4		8 EASTER DYE PACKS	10.97	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			54600327601040
5		50 BAGELS (4/2/23)	167.40	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			04012023
			312.92									
23-00235	04/03/23	MELIS005 MELISSA HALLERMAN										
1		VALENTINE SUPPLIES	15.99	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			69830614502023
2		POST-IT	12.04	3-01-31-834-020	B	OFFICE SUPPLIES	R	04/03/23	04/03/23			6056222
3		TABLECLOTHES	12.78	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			8069823
4		EASTER BOW	11.72	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			3880220
5		SPANDEX TABLE CLOTH	14.78	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			6345009
6		2 EASTER BOWS	23.43	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			8109812
7		MIXING UTENSIL	13.85	3-01-28-795-020	B	RECREATION OE	R	04/03/23	04/03/23			6946619
			104.59									
23-00236	04/05/23	NEW31 NJ DEPT OF HLTH & SR SVC (DOG)										
1		MARCH 2023 DOG LICENSES	24.60	T-09-00-000-001	B	ANIMAL CONTROL EXPENSES	R	04/05/23	04/05/23			MARCH 2023
23-00237	04/05/23	PSE01 PSE&G CO										
1		ACCT# 13 04 183 07	1,785.59	3-01-31-829-020	B	NATURAL GAS	R	04/05/23	04/05/23			
23-00238	04/05/23	ACT01 ACTION DATA SVC, INC										
1		PAYROLL INVOICE# 82250	51.68	3-01-20-705-021	B	FINANCE OE	R	04/05/23	04/05/23			
2		PAYROLL INVOICE# 82250	17.22	3-05-55-500-021	B	WATER OPERATING OE	R	04/05/23	04/05/23			
3		PAYROLL INVOICE# 82250	17.22	3-07-55-500-021	B	SEWER OPERATING OE	R	04/05/23	04/05/23			
			86.12									
23-00239	04/05/23	HOM03 HOME NEWS & TRIBUNE										
1		LISTING OF COUNCIL MTG-2023	51.34	3-01-20-120-020	B	MUNICIPAL CLERK OE	R	04/05/23	04/05/23			0005549034
2		LISTING OF SVCS CTR-2023	82.30	3-01-20-120-020	B	MUNICIPAL CLERK OE	R	04/05/23	04/05/23			0005550588
3		LISTING OF PLNGG MTG-2023	49.43	3-01-21-720-020	B	PLANNING BOARD OE	R	04/05/23	04/05/23			00055577363
4		SVC CONTR FOR PLNGG BRD-2023	60.74	3-01-21-720-020	B	PLANNING BOARD OE	R	04/05/23	04/05/23			0005557386
5		ORDINANCE 2023-01	54.50	3-01-20-120-020	B	MUNICIPAL CLERK OE	R	04/05/23	04/05/23			00055665203
6		PLNGG BRD CANCEL NOTICE	40.07	3-01-20-120-020	B	MUNICIPAL CLERK OE	R	04/05/23	04/05/23			0005614330
			338.38									
23-00240	04/05/23	MID17 MIDDLESEX COUNTY TREASURER										
1		FUEL USAGE JANUARY 2023	926.26	3-01-31-833-020	B	GASOLINE	R	04/05/23	04/05/23			CV-9-2-23

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00267	04/24/23	MELISS005	MELISSA HALLERMAN										
			1 4 TEMPLATE FLYERS	38.39	3-01-28-795-020	B	RECREATION OE		R	04/24/23	04/24/23		
			2 RED HEART STICKER	8.09	3-01-28-795-020	B	RECREATION OE		R	04/24/23	04/24/23		
			3 CARDBOARD TUBES	12.26	3-01-28-795-020	B	RECREATION OE		R	04/24/23	04/24/23		
			4 MULTI-COLOR PIPE CLEANERS	6.39	3-01-28-795-020	B	RECREATION OE		R	04/24/23	04/24/23		
				<u>65.13</u>									
Total Purchase Orders: 72 Total P.O. Line Items: 138 Total List Amount: 253,752.61 Total Void Amount: 0.00													

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	2-01	7,934.02	0.00	7,934.02	0.00	0.00	7,934.02
WATER OPERATING FUND	2-05	2,551.00	0.00	2,551.00	0.00	0.00	2,551.00
Year Total:		10,485.02	0.00	10,485.02	0.00	0.00	10,485.02
CURRENT FUND	3-01	214,710.34	0.00	214,710.34	0.00	0.00	214,710.34
WATER OPERATING FUND	3-05	6,591.35	0.00	6,591.35	0.00	0.00	6,591.35
SEWER OPERATING FUND	3-07	15,405.54	0.00	15,405.54	0.00	0.00	15,405.54
Year Total:		236,707.23	0.00	236,707.23	0.00	0.00	236,707.23
GRANT FUND	G-02	5,575.76	0.00	5,575.76	0.00	0.00	5,575.76
ANIMAL TRUST FUND	T-09	24.60	0.00	24.60	0.00	0.00	24.60
GENERAL TRUST FUND	T-13	960.00	0.00	960.00	0.00	0.00	960.00
Year Total:		984.60	0.00	984.60	0.00	0.00	984.60
Total of All Funds:		253,752.61	0.00	253,752.61	0.00	0.00	253,752.61

RESOLUTION

2023-80

AUTHORIZATION TO SIGN AGREEMENT WITH DISH WIRELESS LLC

WHEREAS, by the Mayor and Council of the Borough of Helmetta authorize DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 for the installation of DISH network equipment at Club Drive, Helmetta NJ 08828 (water tower)

WHEREAS, Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**") and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

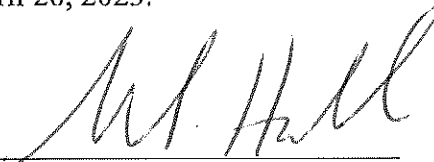
WHEREAS, Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by Two percent (2 %) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

BE IT RESOLVED by the Borough Council of the Borough of Helmetta and the Mayor hereby authorized the execution of this agreement.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski			✓			
Duffy			✓			
Dzingleski			✓			
Reid						✓
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement") is made and effective as of the date the last Party executes this Agreement (the "Effective Date"), by and between Borough of Helmetta, a New Jersey Municipality having a place of business at 51 Main Street Helmetta, NJ 08828 ("Landlord"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Tenant," and together with Landlord, the "Parties," each a "Party").

WITNESSETH:

1. Definitions.

"Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"Applicable Law" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"Governmental Authority" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"Installation" means the installation of Tenant's Equipment at the Premises.

"Permitted Modifications" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"Property" means that certain parcel of real property upon which the Structure is located.

"Structure" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at Club Drive, Helmetta NJ 08828, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 35 square feet of space for the use and operation of its facilities as such are initially described in Exhibit B, collectively referred to as the "Premises". Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant's Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are

insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "Initial Term") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "Commencement Date"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "Renewal Term" and together with the Initial Term, the "Term"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("Rent") in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by Two percent (2 %) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("Payment Terms"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "Governmental Approvals"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "Contingencies"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "Tenant's Equipment"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("Tenant's Permitted Use"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises.

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

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant shall secure a separate meter from the power company and shall be billed directly by the power company for the utilities for the facilities.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception

by Tenant's Equipment ("Interference"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "Temporary Location") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "Emergency"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("Tenant Maintenance") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "Equipment Removal Period"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("Hold Over"), Tenant will be deemed to occupy the Premises on a month-to-month

basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity

for whom Tenant is legally responsible (“**Tenant’s Representatives**”); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant’s obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord’s Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant’s Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant’s Representatives. Landlord’s obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the “**Indemnified Party**”) shall promptly send Notice to the Party from whom indemnification is being sought (the “**Indemnifying Party**”) of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord’s sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant’s sole cost and expense, the following insurance coverage: (i) workers’ compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer’s liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best’s Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other’s Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be

carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to the receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("**ROFR**") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be

on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

Borough of Helmetta
Attn: Business Administrator
51 Main Street
Helmetta NJ 08828

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

If by courier service:

If by first-class certified mail:

If by email:

Email address: s.masucci@helmettboro.com

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

Borough of Helmetta

By: *Christopher, Mayor*
Name: *Christopher Slawick*
Its: *Mayor*
Date: *4-26-2023*

TENANT:

DISH WIRELESS L.L.C.

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEGINNING at the point of intersection formed by the southerly right-of-way line of Erickson Avenue (40.0 feet wide private R.O.W.) with the easterly right-of-way line of Club Drive (30.00 feet wide private R.O.W.) and from said point of beginning, running

THENCE Northeastwardly along the southerly R.O. W. line of Erickson Avenue. North 63° 44' 06" east a distance of 51.28 feet to a point;

THENCE Southeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 34, Block 20, South 26° 15' 24" east a distance of 85.00 feet to a point and corner;

THENCE Northeastwardly along the common line between tax map Lot 1.01, Block 19 and Lots 34 and 33, Block 20, North 63° 44' 06" East a distance of 106.93 feet to a point and corner;

THENCE Southeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 32, Block 20, South 32° 25' 54" East a distance 25.82 feet to a point and corner;

THENCE Southeastwardly continuing along said common line, south 70° 40' 38" East a distance of 20.07 feet to a point and corner,

THENCE along the following eight courses along a new line through tax map Lot 1.01, Block 19, South 01° 59' 30" West a distance of 136.75 feet to an angle point;

THENCE South 42° 24' 05" West a distance of 120.00 feet to an angle point:

THENCE North 47° 35' 55" West a distance of 25.00 feet to an angle point;

THENCE South 43° 28' 36" West a distance of 50.70 feet to an angle point;

THENCE South 45° 21' 36" West a distance of 52.07 feet to an angle point;

THENCE South 55° 15' 36" West a distance of 46.73 feet to an angle point;

THENCE South 30° 51' 24" East a distance of 32.43 feet to an angle point;

THENCE South 59° 08' 36" West a distance of 53.50 feet to a point in the common line between tax map Lot 1.01, Block 19 and Lot 5, Block 20.02;

THENCE Northwestwardly along the common line, between tax map Lot 1.01, Block 19 and Lots 5 and 4, Block 20.02. North 30° 51' 24" West a distance of 55.00 feet to a point and corner;

THENCE Northeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 3, Block 20.02. North 62° 47' 06" East a distance of 46.87 feet to a point and corner;

THENCE Northeastwardly along the common line between tax map Lot 1.01, Block 19 and Lot 2, Block 20.02. North 55° 15' 36" East a distance of 50.38 feet to a point and corner;

THENCE Northeastwardly along the common line, between tax map Lot 1.01, Block 19 and Lot 1.01, Block 20.02, north 45° 21' 36" east a distance of 50.01 feet to a point and corner;

THENCE Northeastwardly continuing along said common north 43° 28' 36" East a distance of 50.00 feet to a point and corner:

THENCE Northwestwardly still along said common line. north 47° 35' 55" West a distance of 116.07 feet to a point and corner in the easterly right-of-way line of Club Drive (30.00 ft. wide private R.O.W.);

THENCE along the following four courses along said R.O. W. line: North 20° 55'-46" East a distance of 4.42 feet to a point or curvature;

THENCE Northeastwardly along a curve to the left having a radius of 300.03 feet a central angle of 07° 41' 30", an arc length of 40.27 feet and a chord bearing North 17° 41'-30", an arc length of 40.27 feet and a chord bearing north 17° 05' 01". an arc length of 40.24 feet to a point of compound curvature:

THENCE Northwestwardly along a curve to the left having a radius of 126.00 feet, a central angle of 39° 30' 10", and arc length of 88.25 feet and a chord bearing North 06° 30' 49" West 86.51 feet to a point or tangency;

THENCE North 26° 15' 54" West a distance of 25.39 feet to the point and place of **BEGINNING**.

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]



5791 SHERMAN BLVD. SUITE 100
LITTLETON, CO 80120

**ELEVATED
ENGINEERING**
10000 W. ALPINE DRIVE
SUITE 1000
DENVER, CO 80231
303.441.1111
WWW.ELEVATED-ENGINEERING.COM

LEASE EXHIBIT

THIS DOCUMENT IS THE PROPERTY OF ELEVATED ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

DRAWN BY: CHECKED BY: APPROVED BY:
DATE: 11/11/11
JOB NO: 1111111111
PROJECT NO: 1111111111

PRELIMINARY DOCUMENTS

REV	DATE	DESCRIPTION
A	11/11/11	PRELIMINARY

AE PROJECT NUMBER
21080-CCC

DISH WIRELESS PROJECT INFORMATION
NUJER01842A
CLUB DRIVE
HELMETTA, NJ 08828

SHEET TITLE
ELEVATION
SHEET NUMBER
LE-2

NOTES

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED OPS UNIT, TRANSMITTING ANTENNAS AND EXISTING OPS UNITS.

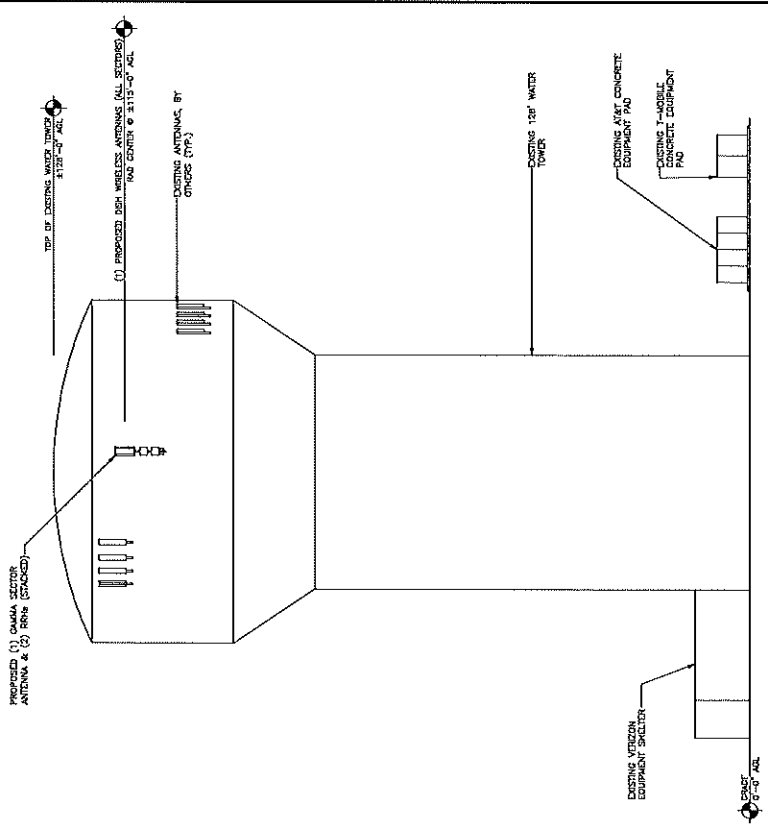
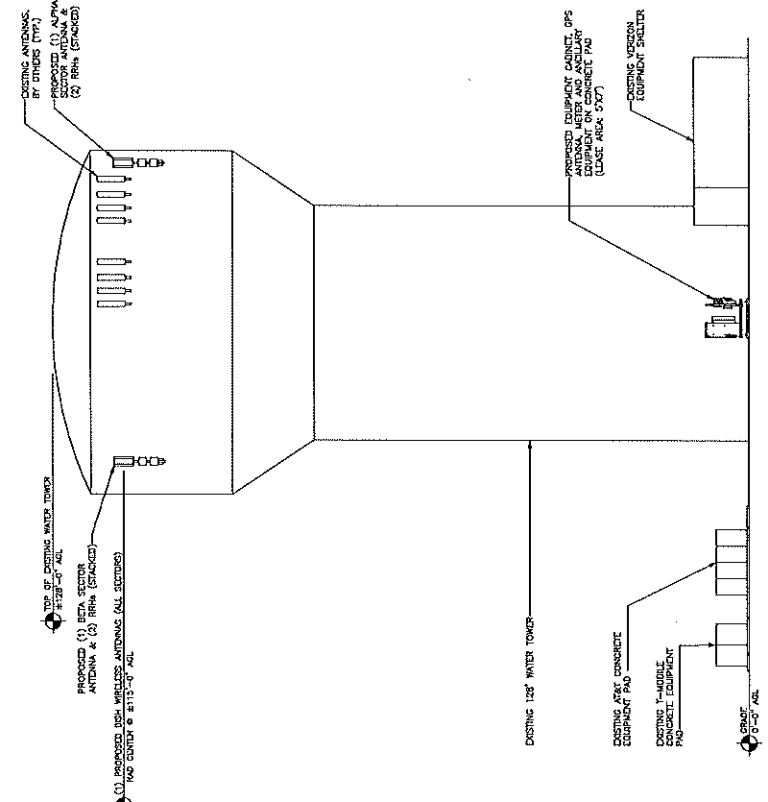
ASSEMBLY NOTE

ALL ANTENNA LOCATIONS, EXISTING AND PROPOSED, ARE TO BE FIELD VERIFIED AND A FIELD MAP OF THE WATER TOWER, LC, WAS CREATED WITHOUT TOWER MAPPING.

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED OPS UNIT, TRANSMITTING ANTENNAS AND EXISTING OPS UNITS.

ASSEMBLY NOTE

ALL ANTENNA LOCATIONS, EXISTING AND PROPOSED, ARE TO BE FIELD VERIFIED AND A FIELD MAP OF THE WATER TOWER, LC, WAS CREATED WITHOUT TOWER MAPPING.



1" = 30'-0"
0 10' 20'
3000000000
3,750'-1,500"

1" = 30'-0"
0 10' 20'
3000000000
3,750'-1,500"

1" = 30'-0"
0 10' 20'
3000000000
3,750'-1,500"

BUILDING EAST ELEVATION

BUILDING WEST ELEVATION

2

1

**RESOLUTION
#2023-81**

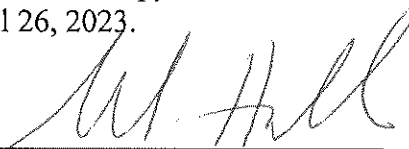
AUTHORIZATION TO FILE LAWSUIT

BE IT RESOLVED, by the Borough Council of the Borough of Helmetta and the Mayor authorize borough attorney to file a lawsuit on 19 Lake Avenue, Helmetta NJ.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy		✓	✓			
Dzingleski	✓		✓			
Reid						✓
Stasi			✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

**RESOLUTION
#2023-82**

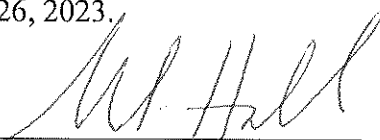
**AUTHORIZATION TO AMEND THE COMMUNITY CENTER RENTAL
AGREEMENT**

BE IT RESOLVED, by the Borough Council of the Borough of Helmetta to authorize an amendment of the Community Center rental agreement to include a 90-minute clean-up time.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski		✓	✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid						✓
Stasi			✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on April 26, 2023.



MELISSA HALLERMAN
Acting Municipal Clerk

CENTER STATE ENGINEERING

481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831
T 732.605.9440 F 732.605.9444

ENGINEERS REPORT APRIL 21, 2023

1. **2021 NJDOT LOCUST DRIVE IMPROVEMENTS** –We are in the process of scheduling a preconstruction meeting. Our office has been in contact with the contractor and administration for scheduling purposes. The project is expected to be completed by early June.
2. **BOROUGH HALL STAIRWAY IMPROVEMENTS** – The project is out to bid. Bid opening is scheduled for Thursday, May 4th.
3. **2022-2023 NJDOT LAKE AVENUE IMPROVEMENTS** –We are in process of designing the project and will submit to NJDOT once complete.

Respectfully,
Kevin Meade, Borough Engineer

BOROUGH OF HELMETTA

REPORT OF THE TAX COLLECTOR

MONTH OF: MARCH

DATED: 4/6/2023

Tina Mc Dermott
TINA McDERMOTT
TAX COLLECTOR

TAXES 2022	2,818.49
TAXES 2023	20,953.52
TAXES 2024	0.00
INTEREST	432.34
FORECLOSURE FEES	
LIEN REDEMPTION	
RECORDING FEES	
DUPLICATE CERT	
DUPLICATE BILL	
TAX SALE PREMIUMS	
TOTAL	<u>24,204.35</u>

2023 ADJUSTMENTS

TRANSFER OVERPAYMENT	250.00
VET DISALLOWED	500.00
100% DIS VET EXEMPT	-3540.14
LIEN HOLDER PAYMENT	1,322.30

	<u>(1,467.84)</u>
2022 LIEN TRANSFER	(2,599.33)

CLOSING BALANCES

	DEBIT	CREDIT	NET	
2019	0.00	(38,011.10)	(38,011.10)	Kaplan
2022	0.00	29,377.63	29,377.63	
2023	(1,812.17)	1,503,209.79	1,501,397.62	
			<u>1,492,764.15</u>	TOTAL

TAX COLLECTORS TRUST

Ledger Bal

PRIOR BALANCE	<u>47,523.20</u>	<u>2/28/2023</u>
DEPOSITS		
	4.09 BANK INT	
	<u>47,527.29</u>	
DISBURSEMENTS	\$0.00	
	<u>0.00</u>	
BANK BALANCE	<u>47,527.29</u>	Statement Bal <u>3/31/2023</u>

BOROUGH OF HELMETTA
2022
 DELINQUENT TAXES AS OF:

3/31/23

	TOTAL	Penalty		<u>2022</u>
				0.00
2022				
DECEMBER				<u>54,634.48</u>
<u>2023</u>	<u>Cash Recpts</u>		<u>adj</u>	
JANUARY	54,634.48	(11,216.24)		43,418.24
FEBRUARY	43,418.24	(8,622.79)		34,795.45
MARCH	34,795.45	(2,818.49)	(2,599.33)	29,377.63
APRIL				0.00
MAY				0.00
JUNE				0.00
JULY				0.00
AUGUST				0.00
SEPTEMBER				0.00
OCTOBER				0.00
NOVEMBER				0.00
BALANCE				<u>\$ 29,377.63</u>

DATE	NAME	FUND/ACCOUNT	AMOUNT	CK/CASH
3/9/2023	Vesler	Current		\$75.00 Cash

Dog/Cat \$327.00