

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH BID PROPOSAL PACKAGE

The Borough of Avalon  
Department of Administration  
Cape May County  
Avalon, NJ

Borough Contract No. 19-02 R-1

Lease of 3100 Dune Drive Municipal Tower & Ground Space For The  
Placement of a Small Cell Antenna System  
in the Borough of Avalon

BID PROPOSAL FORM

The Borough Treasurer  
The Borough of Avalon  
Borough Hall  
3100 Dune Drive  
Avalon, NJ 08202

In accordance with your Notice to Bidders, the Bid Proposal, General Instructions, Conditions and Specifications, we wish to quote the following in order of preference (Note: All antenna locations have a minimum bid of \$1,000 monthly rent): For clarity, bidder shall place the letter (A or B) for their first choice for antenna location on line#1 and their second choice (A or B) for antenna location on line#2.

| Location/Description                | Minimum Bid       | Amount Bid Per Year   | Total Amount |
|-------------------------------------|-------------------|-----------------------|--------------|
| 1. Antenna Location Letter <u>B</u> | \$1,000 per month | \$12,000 X 5 Years =  | \$ 60,000    |
| 2. Antenna Location Letter <u>A</u> | \$1,000 per month | \$ 12,000 X 5 Years = | \$ 60,000    |

Submitted By: Cellco Partnership d/b/a Verizon Wireless

(Please Print or Type)

Signature: 

Title: Director Network Field Engineering

Dated: 8 / 11 / 2020

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 7029906765-Chubb-20-02

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Cellco Partnership  
One Verizon Way  
Basking Ridge, NJ 07920

### SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company  
202B Halls Mill Road  
Whitehouse Station, NJ 08889-3454  
State of Inc: Indiana

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

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

### OWNER:

(Name, legal status and address)

Borough of Avalon  
3100 Dune Drive  
Avalon, NJ 08202

**BOND AMOUNT:** Ten Percent of Amount Bid (10%)

### PROJECT:

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

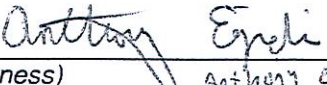

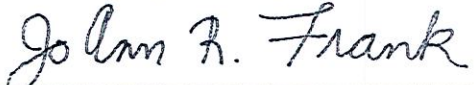
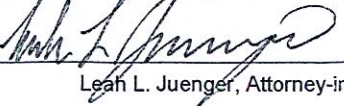
Lease of space on the 3100 Dune Drive Municipal Tower and Ground Space for the Placement of a Small Cell Antenna System - Contract No. 19-02, R-1

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

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

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

Signed and sealed this 18th day of August, 2020

|   |  |
|---|--|
| <br>(Witness) Anthony Esposito | <br>(Principal) Cellco Partnership (Seal)  |
| <br>(Witness) JoAnn R. Frank   | Susan Retano, Director Network Field Engineering<br>(Title) Federal Insurance Company<br>(Surety) <br>(Title) Leah L. Juenger, Attorney-in-Fact (Seal) |

State of Missouri  
County of St. Louis

} ss:

On this 18th day of August, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Leah L. Juenger

known to me to be Attorney-in-Fact of Federal Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 16, 2023

*Brittany D. Stuckel*

Brittany D. Stuckel

Notary Public



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roider and Debra C. Schneider of St. Louis, Missouri

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of July, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 22nd day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of August, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**Statement of Ownership Disclosure**

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

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

**Name of Organization:** Cellco Partnership d/b/a Verizon Wireless

**Organization Address:** One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920

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

- Sole Proprietorship (Skip Parts II & III, execute certification in Part IV)
- Non-Profit Corporation (Skip Parts II & III, execute certification in Part IV)
- For-Profit Corporation (Any type)
- Partnership
- Limited Partnership (LP)
- Limited Liability Company (LLC)
- Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

<sup>attached</sup>  
 The list ~~below~~ contains the names and addresses of all stockholders in the corporation who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (10%) percent or greater interest therein, as the case may be. **(Complete the List Below, in this Section)**

**OR**

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

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| SEE ATTACHED                          |  |
|                                       |  |
|                                       |  |
|                                       |  |



## DISCLOSURE STATEMENT

Cellco Partnership d/b/a Verizon Wireless (“Cellco”) is a general partnership formed under the laws of the State of Delaware. Cellco has three partners in total and is indirectly, wholly owned by *Verizon Communications Inc.* (see below). The following is a listing of partners:

- 1. Bell Atlantic Mobile Systems LLC, One Verizon Way, Basking Ridge, NJ 07920-1097**
  - a Delaware limited liability company with its principal place of business in New Jersey, whose sole member is MCI Communications Services, Inc.

MCI Communications Services, Inc. a Delaware corporation with its principal place of business in Virginia, whose sole shareholder is MCI Broadband Solutions, Inc.

MCI Broadband Solutions, Inc., a Delaware corporation with its principal place of business in Florida, whose sole shareholder is Terremark Worldwide, Inc.

Terremark Worldwide, Inc., a Delaware corporation with its principal place of business in Florida, whose sole shareholder is MCI International Telecommunications Corporation.

MCI International Telecommunications Corporation, a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is MCI International Services, Inc.

MCI International Services, Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is MCI International, Inc.

MCI International, Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is Verizon Business Network Services Inc.

Verizon Business Network Services Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is MCI Communications Corporation.

MCI Communications Corporation, a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is Verizon Business Global LLC.

Verizon Business Global LLC, a Delaware limited liability company with its principal place of business in Florida, whose sole member is *Verizon Communications Inc.* (see below).

- 2. GTE Wireless LLC, One Verizon Way, Basking Ridge, NJ 07920-1097**
  - a Delaware limited liability company with its principal place of business in New Jersey, whose sole member is GTE LLC.

GTE LLC, a Delaware limited liability company with its principal place of business in New Jersey, whose three members are as follows:

Verizon Ventures LLC, a Delaware limited liability company with its principal place of business in New Jersey and whose sole member is *Verizon Communications Inc.* (see below).

NYNEX LLC, a Delaware limited liability company with its principal place of business in New York and whose sole member is *Verizon Communications Inc.* (see below).

*Verizon Communications Inc.* (see below)

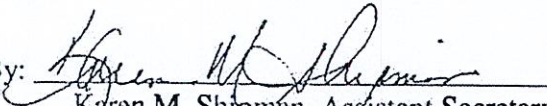
**3. Verizon Americas Inc., One Verizon Way, Basking Ridge, NJ 07920-1097**

- a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is Verizon Americas Finance 1 Inc.

Verizon Americas Finance 1 Inc., a Delaware corporation with its principal place of business in New Jersey, whose sole shareholder is *Verizon Communications Inc.* (see below).

*Verizon Communications Inc.*, a Delaware corporation, is a publicly traded company, with its principal place of business at 1095 Avenue of the Americas, New York, NY. There are no companies, entities or individuals with a 10% or greater interest in any class of stock of this entity.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

By:   
Karen M. Shipman, Assistant Secretary

Dated: June 1, 2017



The Borough of Avalon  
Department of Administration  
Cape May County  
Avalon, NJ

Subcontractor's List

If you are not utilizing a subcontractor for this bid proposal, please indicate "None" on each corresponding line, as listed below. When required by Law, please complete this form, to avoid automatic rejection of the bid proposal as per N.J.S.A. 40A:11-23.2 (D). If a subcontractor is listed below, the contractor submitting the bid proposal shall be required to submit prior to the award of the contract a New Jersey Business Registration Certificate (BRC) for each subcontractor listed as per N.J.S.A. 40A:11-23.2 (F). If more than one (01) subcontractor is required for each category, please use additional sheets to supply the required information as prescribed in N.J.S.A. 40A:11-16. If this project is to be awarded as a single prime general construction contract, bidders who propose to use more than one (01) Contractor for any of the specialized sub-prime contracts (i.e. electrical, HVAC, plumbing and structural steel/ornamental iron) shall be required to submit along with their bid a certificate listing each subcontractor to be used to accomplish said specialized subcontract work, setting forth: (1) the Name of the Subcontractor; (2) the Scope of Work of that Subcontractor.

I, or we of Cellco Partnership d/b/a Verizon Wireless  
(Name of the Company/Firm/Individual)

are in compliance with Section 16 of P.L. 1971 c 198 (C14A:11-16), as amended by P.L. 1997, c408 adopted January 19, 1998, hereby certify that I/we will employ the following subcontractors for this project:

**CATEGORY OF WORK**

**NAME & ADDRESS OF THE SUBCONTRACTOR**

***ELECTRICAL***

10 Schoolhouse Road, Souderton, PA 18964

Swartley Bros. Engineers, Inc.

(Name of the Electrician Subcontractor)

34EB01483200

(License No.)

***PLUMBING & GAS FITTING & ALL KINDRED WORK***

None

(Name of the Plumber or Gas Fitting Subcontractor)

(License No.)

***STEAM POWER PLANTS, STEAM & HOT WATER HEATING & VENTILATING APPARATUS, & ALL KINDRED WORK***

None

(Name of the Steam Power Plants, Steam & Hot Water Heating & Ventilating Subcontractor)

***STRUCTURAL STEEL & ORNAMENTAL IRON WORK***

None

(Name of the Structural Steel & Ornamental Iron Subcontractor)





[Wage & Hour](#) | [Default View](#) | [Printer Friendly](#) | [Store Query](#)

## Registered Public Works Contractors

[Show Search Criteria](#)

### Results

#### Registered Contractors

[Download](#)

| <u>Contractor/Subcontractor</u><br><u>Name</u> | <u>Address</u><br><u>Line 1</u> | <u>Address</u><br><u>Line 2</u>   | <u>City</u>   | <u>County</u> | <u>State</u> | <u>Zip</u> | <u>Registration</u><br><u>Date</u> | <u>Expiration</u><br><u>Date</u> | <u>Certificate</u><br><u>No.</u> |
|--|---------------------------------|-----------------------------------|---------------|---------------|--------------|------------|------------------------------------|----------------------------------|----------------------------------|
| Verizon Wireless                               | 1 Verizon Way                   |                                   | Basking Ridge | Somerset      | NJ           | 07920      | 09/05/2019                         | 09/04/2020                       | 709902                           |
| VERIZON WIRELESS                               | 180 Washington Valley Rd        | Attn:<br>Mr.<br>Anthony<br>Egidio | Bedminster    |               | NJ           | 07921      | 10/16/2019                         | 10/15/2020                       | 715961                           |

[New Search](#)





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CELLCO PARTNERSHIP  
**Trade Name:** VERIZON WIRELESS  
**Address:** 30 INDEPENDENCE BLVD 4 FL  
WARREN, NJ 07059-6747  
**Certificate Number:** 0083759  
**Effective Date:** July 14, 1995  
**Date of Issuance:** October 30, 2015

**For Office Use Only:**

20151030122232925



**WARREN O. STILWELL**  
EMAIL: [wstilwell@cooperlevenson.com](mailto:wstilwell@cooperlevenson.com)

Direct Phone (609) 572-7624  
Direct Fax (609) 572-7625

FILE NO. 59441..5

August 13, 2020

Scott Wahl, Business Administrator  
Borough of Avalon  
3100 Dune Drive  
Borough of Avalon, New Jersey 08202

**Re: Exceptions in Connection with Terms of the Insurance Language in the Bid 19-02 R-1, by Borough of Avalon for Lease of Tower and Ground Space for a Small Cell Antenna Facility on the Borough Property (Verizon Wireless Site ID: Avalon Muni)**

Dear Mr. Wahl:

In connection with the above-referenced Bid, please note that the Bidder, Cellco Partnership d/b/a Verizon Wireless takes Exception to certain language dealing with the Insurance provisions in the Documents and Specifications provided by the Borough, specifically paragraph 34 of the "General Instructions Forms & Specifications" entitled "Insurance Requirements & Coverage (Certificates to be Provided Upon Award of the Contract)" and also in the proposed Exhibits C, Lease Agreement, paragraph 8. The requested changes are incorporated in the black lined section copy of the pertinent sections attached hereto and made a part hereof.

New York SMSA Limited Partnership d/b/a Verizon Wireless as the Bidder requests that the Township accept the Exceptions as outlined above or Bidder shall retain the right to withdraw the bid without any further rights, duties or obligations owed by either Party to the other. The Bidder believes that the proposed Exceptions are not material changes to the Bid. If the Township determines otherwise, then Bidder is willing to negotiate such changes as would be considered non-material.

---

COOPER LEVENSON, P.A.

Scott Wahl, Business Administrator  
August 13, 2020  
Page 2

Very truly yours,



Warren O. Stilwell

WOS/mls

cc: Anthony Egidio  
Bill Perry

CLAC 4930709.1



34.1 **INSURANCE REQUIREMENTS & COVERAGE (CERTIFICATES TO BE PROVIDED UPON AWARD OF THE CONTRACT)**

34.2 Unless otherwise required by special conditions of this invitation for bid proposals, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Commercial Comprehensive Commercial General Liability Insurance, Commercial Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits ~~as of not less than those set forth below:~~

34.3 **Commercial General Liability Insurance**  
General Liability limits of \$73,000,000.00 dollars each occurrence and \$84,000,000.00 dollars  
General aggregate including products and completed operations.

34.4 **Commercial Comprehensive Automobile Liability Insurance**  
Commercial Automobile liability insurance covering all contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$54,000,000.00 dollars combined single limit per any one person and \$4,000,000.00 dollars any one accident for bodily injury and \$5,000,000.00 dollars each accident for property damage, shall be maintained in full force during the duration of the contract.

**Note:** On all liability insurance policies, the Borough of Avalon shall be included named as additional insured as their interest may appear under this agreement and insurance certificates furnished to the Borough shall indicate such coverage.

34.5 **Worker's Compensation & Employer's Liability Insurance**  
Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in the performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.S.C. 12:235-1.6.

~~34.6 Excess Umbrella Liability Insurance  
in the amount not less than \$4,000,000.00 dollars, giving protection in excess of the Commercial General and Auto Liability Insurance.~~

**Note:** The successful bidder shall provide the Borough with certificates of insurance evidencing the coverage required above. Upon receipt of notice from its insurer(s) the Bidder shall provide ~~Such certificates shall provide that the Borough with thirty (30) and be given at least sixty (60) days' prior written notice of any cancellation of, intention not to renew or material change in~~ such coverage. These certificates must be provided and on file with the Borough Business Administrator's Office prior to the commencement of work in connection with this contract.

~~34.7~~ 34.6 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

35.1 **OCCUPATIONAL SAFETY & HEALTH ACT**

35.2 All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable Federal, State, County and local Codes.



~~(C)~~(B) All other requirements the same as provided under "General Liability" items C. and D. above.

### III. WORKERS' COMPENSATION

(A) Certificate of Insurance indicating "statutory" limits in compliance with the Workers' Compensation Law of the State of New Jersey.

(B) Upon receipt of notice from its insurer(s) LESSEE shall provide the Borough with Thirty (30) days' prior written notice of ~~intent to cancellation of any required coverage, non-renew, or make material change in coverage.~~

The aforesaid insurance (excluding workers compensation insurance, which shall cover only LESSEE's employees) shall cover LESSEE ~~and~~ its employees ~~or agents~~ against any liability which may arise as result of the actions by LESSEE ~~or~~ its employees ~~or agents~~ upon the Property and Premises in connection with LESSEE'S installation, equipment and improvements and the use of the Property and Premises, as described herein.

8.3 LESSEE shall ~~include name as additional insureds~~ the Borough of Avalon, the County of Cape May as an additional insured as their interest may appear under this Agreement ~~and the Borough's Engineer, Mott & MacDonald,~~ on LESSEE'S commercial general liability and provide LESSOR with all such insurance certificates on ~~or before~~ the Commencement Date and prior to LESSEE performing any work or installing any equipment at the Premises or Property.

8.4 Each year thereafter, LESSEE agrees to provide LESSOR with a Certificate of Insurance ~~evidencing renewal of all required insurance that such policy shall not be cancelled without at least thirty (30) days' notice to the LESSOR.~~

~~For all policies of insurance, coverage shall not be changed or canceled without at least thirty (30) days' notice to the LESSOR.~~

8.5 LESSOR and LESSEE each indemnifies and agrees to defend the other against and hold the other harmless from any and all costs including reasonable attorney's fees and claims of liability or loss which arise out of the ownership, use and occupancy of the site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Agreement.

## 9. RIGHT TO LEASE AND WARRANTY OF TITLE

LESSOR warrants that:

- (A) LESSOR has the sufficient right, title and interest in the Premises to enter into this Lease;
- (B) LESSOR has not entered into any agreement with any third party which would preclude or limit LESSOR'S performance of its obligations under this Lease;
- (C) LESSOR owns the property in fee simple and has the right to grant access and use of the Premises;
- (D) LESSOR shall provide to LESSEE quiet and peaceful enjoyment of the Premises.

