

EXHIBIT "A"



Wireless Telecommunications Consulting

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MEMO

Date: July 6, 2023

To: John Gross

From: Heather O'Scanlon

RE: West Orange Cell Towers – Bid Submission Summary

FSD Enterprises had the opportunity to review the bids submitted to West Orange Township on June 28, 2023, for the Right to Lease Ground Space for the Installation of Communications Equipment, with simultaneous leasing of additional carriers at the following four (4) existing cell tower locations:

- 280 Pleasant Valley Way, also known as Block 152.07, Lot 1
- 395 St. Cloud Avenue, also known as Block 1688, Lot 25
- 415 Valley Road, Block 16, Lot 5
- Mt. Pleasant Avenue, Block 170.02, Lot 5.01

The Township received bid submissions for all four (4) sites from DISH WIRELESS L.L.C. (DISH).

We recommend awarding a lease for co-location to DISH for each of the four (4) sites. Under the bids submitted, West Orange will receive **\$176,000.00** rent annually.

Below is a summary of DISH'S submission for each site, followed by FSD comments and /or recommendations. If the Township agrees with our recommendations, FSD will work with DISH, on behalf of the Township, to resolve any issues and prepare lease documents.

Please let us know if you have any questions.



280 Pleasant Valley Way, also known as Block 152.07, Lot 1:

Annual Rent: \$44,000.00

Exceptions: NONE

We recommend awarding to DISH.

395 St. Cloud Avenue, also known as Block 1688, Lot 25

Annual Rent: \$44,000.00

Exceptions: NONE

We recommend awarding to DISH.

415 Valley Road, Block 16, Lot 5

Annual Rent: \$44,000.00

Exceptions: NONE

We recommend awarding to DISH.



ENTERPRISES, LLC

Mt. Pleasant Avenue, Block 170.02, Lot 5.01

Annual Rent: \$44,000.00

Exceptions:

This bid is submitted with the below exception to Section 5, page 9, Instructions to Bidder.

Original Section 5:

5. FAILURE TO EXECUTE A LEASE.

Should the successful bidder fail to execute and deliver the Lease, as defined in Section 7, within one hundred eighty (180) days after bid award, the bidder forfeits to the Township, as liquidated damages, the bid security deposited with its bid. An extension of the 180-day window may be granted by the Township if the Township determines, in its reasonable discretion, to do so.

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Proposed Exception to Section 5 (see underlined text):

5. FAILURE TO EXECUTE A LEASE.

Should the successful bidder fail to execute and deliver the Lease, as defined in Section 7, within one hundred eighty (180) days after bid award, the bidder forfeits to the Township, as liquidated damages, the bid security deposited with its bid. An extension of the 180-day window may be granted by the Township if the Township determines, in its reasonable discretion, to do so. Notwithstanding anything else contained in this Section 5, the successful bidder shall have the option, in its sole discretion, to voluntarily withdraw this bid without forfeiting the bid security deposited with its bid if the successful bidder is unable to agree to lease terms with the Lead Bidder (as defined in Section 1 of the Project Specifications).

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This is reasonable as, although 100% of the rent is sent to the Township, a lease must be signed with Crown Castle (the Lead Bidder). We recommend approving this exception and awarding to DISH.