

AGREEMENT

THIS AGREEMENT, made this 7 day of December, 2006, between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey (hereinafter referred to as the "County"), and the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township");

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement may be made or awarded, inter alia, with any municipality or agency thereof without public advertising for bids or bidding therefore; and

WHEREAS, the County is in the process of installing an 800 Mhz trunked radio system throughout the County; and

WHEREAS, the Township owns property located at 3960 U.S. Route 1 in the Township of South Brunswick upon which there is currently a monopole tower; and

WHEREAS, the County is desirous of utilizing said location for the construction of an equipment shelter with appurtenances together with the installation of two (2) antennas; and

WHEREAS, an agreement is necessary to set forth the obligations of the County and the Township;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the County and the Township agree as follows:

1. The Township hereby gives permission to the County, and the County hereby agrees, to erect and install a concrete communications shelter, approximately 11'6" x 25' in size at the Township's monopole tower (the "Tower") located at 3960 U.S. Route 1 in South Brunswick Township, Middlesex County, New Jersey. The shelter shall contain an Ericsson Master III Repeater, together with the necessary electrical transmission lines which will be connected to the existing monopole tower. In conjunction with the shelter, the County will also install a diesel powered emergency/standby generator (35KW.ONAN or equivalent) with a double wall 211-gallon diesel tank, all enclosed within the shelter.
2. The County will also install two (2) radio antennas, of approximately 10-11 ½ feet in height, consisting of the antennas, mounting, 7/8" antenna line, fittings and

antenna amplifier/splitter on the Tower, which will run from the shelter to the Tower.

3. The cost of installation, maintenance and relocation of the shelter and/or the antenna system shall be borne by the County.
4. The Township shall permit the County access to its electrical circuits at the site of the Tower for the purposes of the County installing the electrical connections necessary for the installation of the shelter and antennas. The County shall be responsible for all labor and materials in connection with said installation, which shall be provided by the County. Said installation shall be made in such a way as to not interfere with the Township's electrical service at the same location. Any electricity used by the County shall be separately metered and billed to the County for payment by the County.
5. The County shall, at its own cost and expense, apply for and obtain all necessary permits and authorizations and comply with all applicable laws, ordinances and regulations of any federal, state or municipal agency having jurisdiction over the installation and operation of the shelter and antenna system contemplated by this Agreement. The County shall particularly comply with all rules and regulations of the Federal Aviation Administration, Civil Aeronautics Board and Federal Communications Commission.
6. In the event the County's operation of its shelter and/or antenna system interferes with the system operated by the Township or any other system already existing at the property, the County shall discontinue use of its system until the interference problem is resolved. All costs to resolve any interference problem shall be borne by the County.
7. The County shall, insofar as permitted by law, defend, protect, indemnify and save harmless the Township, its employees and/or agents against any claim, loss, damage to persons or property or expense (including attorney's fees), which may arise from either the installation of the shelter or radio antennas contemplated by this Agreement or the use thereof, except for such damages or injuries which result from the negligence of the Township, its employees and or agents.

8. The Township acknowledges that the County is self-insured for general liability and automobile liability insurance coverage pursuant to N.J.S.A. 40A:10-1 et seq. Upon request, the County shall provide the Township with evidence of said coverage.
9. The County shall require any subcontractors to maintain during the performance of any work contemplated by this Agreement, insurance in form satisfactory to the Township with insurance companies authorized to do business in the State of New Jersey, for the following: Worker's Compensation Coverage; General Liability; and Automobile Liability. The County shall require any subcontractor to name the Township as an additional insured on all policies in connection with work to be undertaken pursuant to this Agreement.
10. In the event of a default of any provision of this Agreement by the County, which default shall continue for twenty (20) days after written notice thereof from the Township is received, the Township shall have the right to terminate this Agreement upon thirty (30) days' notice in writing.
11. Except for the County's obligation to pay rent, this Agreement shall commence on the date of full execution of the Agreement. The County's obligation to pay rent shall commence when the County begins operation of its antenna system, or six (6) months from the date of full execution of the Agreement, whichever comes first. It shall continue in effect for a period of five (5) years from the date of full execution hereof and shall automatically renew itself from year to year thereafter unless terminated by either party, upon not less than one hundred twenty (120) days written notice to the other, which notice shall indicate its desire to terminate the Agreement at the end of any yearly period.
12. The County shall pay to the Township an annual rental fee of \$11,160 per year in equal monthly installments of \$930 per month, payable on the first day of each month. On each renewal date, the base rental fee payable hereunder shall increase by five percent (5%) over the previous base rental amount.
13. In the event of any termination of this Agreement, the County shall remove the shelter and the antenna system at its sole cost and expense, and shall restore the Tower to its condition existing on the date of this Agreement, reasonable wear

and tear excepted. The County shall also be responsible to reimburse the Township for any additional maintenance of the Tower which may be required as a result of the County's use of said Tower.

14. Any notice provided or required to be given under this Agreement shall be valid if sent by Registered Mail, Return Receipt Requested, as follows:

To the County:

Board of Chosen Freeholders
County Administration Building
One JFK Square
New Brunswick, NJ 08903

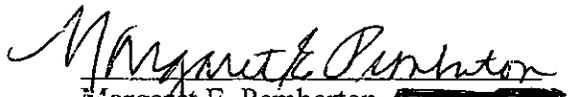
To the Township:

Matthew Watkins, Township Manager
South Brunswick Township
P.O. Box 190
Monmouth Junction, NJ 08852

15. This Agreement shall not be assigned or transferred by the County in whole or in part without the written consent of the Township and any assignment not in accordance with this paragraph shall be void.
16. This Agreement constitutes the entire Agreement between the parties as to the subject matter hereof and no amendment shall be binding on either party unless it is approved by the respective governing bodies on behalf of such party and signed by an authorized official thereof.

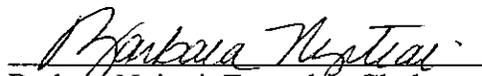
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

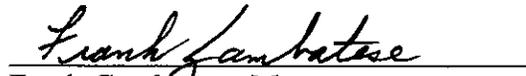
COUNTY OF MIDDLESEX


Margaret E. Pemberton,
Clerk of the Board


David Crabel, Board of Chosen Freeholders

TOWNSHIP OF SOUTH BRUNSWICK


Barbara Nyitrai, Township Clerk


Frank Gambatese, Mayor

APPROVED AND FORWARDED: _____ AND LEGALITY: _____

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on Dec. 21, 2006, Margaret E. Pemberton personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the Clerk of the County of Middlesex, the corporation named in this document;

(b) he/she is the attesting witness to the signing of this document by David Crabel, who is the Freeholder Director of the County of Middlesex;

(c) this document was signed and delivered by the County of Middlesex as its voluntary act duly authorized by a proper resolution;

(d) he/she knows the proper seal of County of Middlesex which was affixed to this document; and

(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On Dec. 21, 2006

Barbara A. Catanesi

Margaret E. Pemberton

Margaret E. Pemberton, ~~Secretary~~ Clerk of the Board

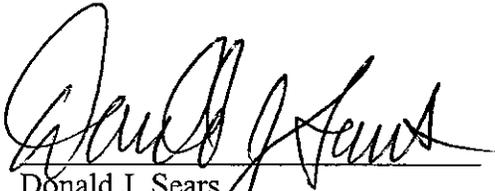
BARBARA A. CATANESE
Notary Public of New Jersey
My Commission Expires 7/5/10

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on Nov. 13, 2006, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On Nov. 13, 2006


Donald J. Sears
An Attorney at Law
In the State of New Jersey


Barbara Nyitrai, Township Clerk

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO AGREEMENT, made this ____ day of _____, 2013, between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey (hereinafter referred to as the “County”), and the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey (hereinafter referred to as “Township”);

W I T N E S S E T H:

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the County and the Township entered into a Lease Agreement dated December 7, 2006, for the installation and maintenance of an equipment shelter with appurtenances together with the installation of two (2) antennas on Township property located at 3960 U.S. Route 1; and

WHEREAS, the Agreement was for an initial term of five (5) years, after which it would be automatically renewed for additional one (1) year periods; and

WHEREAS, the County has requested a renewal of the Agreement for an additional five (5) year term, with certain modifications to the terms and conditions of the Agreement; and

WHEREAS, an Amendment to the Agreement is necessary to set forth the modifications and respective obligations of the County and the Township;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the County and the Township agree as follows:

1. The Township hereby gives permission to the County, and the County hereby agrees, to operate and maintain a concrete communications shelter, approximately 11’6” x 25’ in size at the Township’s monopole tower (the “Tower”) located at 3960 U.S. Route 1 in South Brunswick Township, Middlesex County, New Jersey. The shelter shall contain an Ericsson Master III Repeater, together with the necessary electrical transmission lines which will be connected to the existing monopole tower. In conjunction with the shelter, the County will also operate and maintain a diesel powered emergency/standby generator (35KW.ONAN or equivalent) with a double wall 211-gallon diesel tank.
2. The County will also operate and maintain two (2) radio antennas, of approximately 10-11 ½ feet in height, consisting of the antennas, mounting, 7/8” antenna line, fittings and antenna amplifier/splitter on the Tower, which will run from the shelter to the Tower.

3. The cost of operation and maintenance of the shelter and the antenna system shall be borne by the County.
4. The Township shall permit the County access to its electrical circuits at the site of the Tower for the purposes of the County installing the electrical connections necessary for the installation of the shelter and antennas. The County shall be responsible for all labor and materials in connection with said installation, which shall be provided by the County. Said installation shall be made in such a way as to not interfere with the Township's electrical service at the same location. Any electricity used by the County shall be separately metered and billed to the County for payment by the County.
5. The County shall, at its own cost and expense, apply for and obtain all necessary permits and authorizations and comply with all applicable laws, ordinances and regulations of any federal, state or municipal agency having jurisdiction over the installation, maintenance and operation of the shelter and antenna system contemplated by this Amendment to Agreement. The County shall particularly comply with all rules and regulations of the Federal Aviation Administration, Civil Aeronautics Board and Federal Communications Commission.
6. In the event the County's operation of its shelter and/or antenna system interferes with the system operated by the Township or any other system already existing at the property, the County shall discontinue use of its system until the interference problem is resolved. All costs to resolve any interference problem shall be borne by the County.
7. The County shall, insofar as permitted by law, defend, protect, indemnify and save harmless the Township, its employees and/or agents against any claim, loss, damage to persons or property or expense (including attorney's fees), which may arise from either the installation, use, operation and maintenance of the shelter and/or radio antennas contemplated by this Amendment to Agreement, except for such damages or injuries which result from the negligence of the Township, its employees and or agents.
8. The Township acknowledges that the County is self-insured for general liability and automobile liability insurance coverage pursuant to N.J.S.A. 40A:10-1 et seq.

Upon request, the County shall provide the Township with evidence of said coverage.

9. The County shall require any subcontractors to maintain during the performance of any work contemplated by this Amendment to Agreement, insurance in form satisfactory to the Township with insurance companies authorized to do business in the State of New Jersey, for the following: Worker's Compensation Coverage; General Liability; and Automobile Liability. The County shall require any subcontractor to name the Township as an additional insured on all policies in connection with work to be undertaken pursuant to this Amendment to Agreement.
10. In the event of a default of any provision of this Amendment to Agreement by the County, which default shall continue for twenty (20) days after written notice thereof from the Township is received, the Township shall have the right to terminate this Amendment to Agreement upon thirty (30) days' notice in writing.
11. This Amendment to Agreement shall commence on the date of full execution by the parties. The County's obligation to pay the rent set forth in this Amendment to Agreement shall commence on the first day of the month following the date of full execution of this Amendment to Agreement. This Amendment to Agreement shall continue in effect for a period of five (5) years from the date of full execution hereof, and shall thereafter automatically renew itself for additional five (5) year terms unless terminated by either party, upon not less than ninety (90) days written notice to the other.
12. The County shall pay to the Township an annual base rent of \$12,000 per year, payable in equal monthly installments of \$1,000 per month, due on the first day of each month, plus any electrical costs incurred by the Township as a result of the County's use of the property. On the renewal date, and on any subsequent renewal dates thereafter, the base rent payable shall increase by five percent (5%) over the previous base rent.
13. In the event of any termination of this Amendment to Agreement, the County shall remove the shelter and the antenna system at its sole cost and expense, and shall restore the Township's property and the Tower to the condition existing

prior to installation, reasonable wear and tear excepted. The County shall also be responsible to reimburse the Township for any additional maintenance of the Tower which may be required as a result of the County's use of said Tower.

14. Any notice provided or required to be given under this Amendment to Agreement shall be valid if sent by Certified Mail, Return Receipt Requested, as follows:

To the County:

Board of Chosen Freeholders
County Administration Building
75 Bayard Street
New Brunswick, NJ 08901

To the Township:

Township Manager
South Brunswick Township
P.O. Box 190
Monmouth Junction, NJ 08852

15. This Amendment to Agreement shall not be assigned or transferred by the County in whole or in part without the written consent of the Township and any assignment not in accordance with this paragraph shall be void.
16. This Amendment to Agreement shall supersede and replace the Agreement dated December 7, 2006, and constitutes the entire agreement between the parties as to the subject matter hereof. No amendment shall be binding on either party unless it is approved by the respective governing bodies on behalf of each party and signed by an authorized official thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COUNTY OF MIDDLESEX

Margaret E. Pemberton, County Clerk

Ronald G. Rios, Freeholder Director

TOWNSHIP OF SOUTH BRUNSWICK

Barbara Nyitrai, Township Clerk

Frank Gambatese, Mayor

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on _____, 2013, Margaret E. Pemberton personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Clerk of the County of Middlesex, the corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Ronald G. Rios, who is the Freeholder Director of the County of Middlesex;
- (c) this document was signed and delivered by the County of Middlesex as its voluntary act duly authorized by a proper resolution;
- (d) he/she knows the proper seal of County of Middlesex which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On _____, 2013

Margaret E. Pemberton, County Clerk

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on _____, 2013, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On _____, 2013

Donald J. Sears
An Attorney at Law
In the State of New Jersey

Barbara Nyitrai, Township Clerk

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO AGREEMENT, made this ____ day of _____, 2015, between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey (hereinafter referred to as the “County”), and the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey (hereinafter referred to as “Township”);

W I T N E S S E T H:

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the County and the Township entered into a Lease Agreement dated December 7, 2006, which was amended, renewed and replaced by an Agreement dated April 23, 2013, for the installation and maintenance of an equipment shelter with appurtenances together with the installation of two (2) antennas on Township property located at 3960 U.S. Route 1 (the “Agreement”); and

WHEREAS, the County has requested a further amendment to the Agreement in order to permit the installation of an additional two (2) antennas on the existing Township structure, bringing the total number of antennas permitted to four (4); and

WHEREAS, an Amendment to the Agreement is necessary to set forth the modifications and respective obligations of the County and the Township as a result;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the County and the Township agree as follows:

1. The County and the Township hereby agree that the Lease Agreement between them dated April 23, 2013, for the installation and maintenance of an equipment shelter with appurtenances, together with the installation of two (2) antennas on Township property located at 3960 U.S. Route 1, shall be and is hereby amended so as to permit the County to install, operate and maintain two (2) additional microwave parabolic antennas, one of 4ft. in diameter and one of 6ft. in diameter, consisting of the antennas, mounting, elliptical waveguide antenna line, fittings and associated hardware, making a total of four (4) antennas and related hardware permitted under the Lease Agreement.
2. The County shall pay to the Township as additional base rent \$12,000 per year for the two (2) additional antennas permitted by this Amendment, resulting in a total base rent for the four (4) antennas of \$24,000 per year, payable in equal monthly installments of \$2,000 per month, due on the first day of each month, plus any

electrical costs incurred by the Township as a result of the County's use of the property.

- 3. This Amendment to Agreement shall commence on the date of full execution by the parties, except that the additional rent due for the two (2) additional antennas shall not be due until installation of the additional two (2) antennas on the monopole is completed.
- 4. The County shall coordinate installation of the two (2) additional antennas with the Township's Information Technology Manager.
- 5. Other than as modified herein, all other terms and conditions set forth in the Lease Agreement between the parties dated April 23, 2013, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COUNTY OF MIDDLESEX

Margaret E. Pemberton, County Clerk

Ronald G. Rios, Freeholder Director

TOWNSHIP OF SOUTH BRUNSWICK

Barbara Nyitrai, Township Clerk

Frank Gambatese, Mayor

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on _____, 2015, Margaret E. Pemberton personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Clerk of the County of Middlesex, the corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Ronald G. Rios, who is the Freeholder Director of the County of Middlesex;
- (c) this document was signed and delivered by the County of Middlesex as its voluntary act duly authorized by a proper resolution;
- (d) he/she knows the proper seal of County of Middlesex which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On _____, 2015

Margaret E. Pemberton, County Clerk

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on _____, 2015, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On _____, 2015

Donald J. Sears
An Attorney at Law
In the State of New Jersey

Barbara Nyitrai, Township Clerk



Resolution

Authorizing a Renewal of the Lease Agreement Between the County of Middlesex and the Township of South Brunswick for Lease of Antenna Space

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement may be made or awarded, inter alia, with any municipality or agency thereof without public advertising for bids or bidding therefore; and

WHEREAS, the County of Middlesex and the Township of South Brunswick previously entered into a five (5) year lease agreement for renewal of the lease of antenna space of four (4) antennas and equipment on property located at 3960 U.S. Route 1 in the Township of South Brunswick for a five (5) year term, renewable for successive five (5) year terms thereafter; and

WHEREAS, the County wishes to renew the Agreement for an additional five (5) year term; and

WHEREAS, the Information Technology Director has reviewed the Agreement and recommends that it is in the best interests of the Township to renew the Agreement; and

WHEREAS, the Department of Law has reviewed said Agreement and has approved of same as to form;

NOW THEREFORE BE IT RESOLVED on this 24th day of May, 2022, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Township Manager and Township Clerk are hereby authorized to execute a renewal of the Lease Agreement between the County of Middlesex and the Township of South Brunswick for lease of antenna space for four (4) antennas and equipment on property located at 3960 U.S. Route 1 in the Township of South Brunswick for a five (5) year term, renewable for successive five (5) year terms thereafter.
2. A copy of this Agreement shall remain on file with the Township Clerk.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Camarota, Deputy Mayor
SECONDER:	Josephine "Jo" Hochman, Councilwoman
AYES:	Bierman, Camarota, Grover, Hochman, Carley

This is to certify that the foregoing is a true copy of a resolution adopted at the South Brunswick Township Council meeting held on May 24, 2022.



Barbara Nyitrai, Township Clerk

LEASE AGREEMENT RENEWAL

THIS AGREEMENT, made this 22 day of July, 2022, between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey (hereinafter referred to as the "County"), and the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township");

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the Township may enter into any contract or agreement with any county or agency thereof without public advertising for bids or bidding therefore; and

WHEREAS, the Township of South Brunswick owns property located at 3960 U.S. Route 1 in the Township of South Brunswick upon which there is currently a monopole tower ("the Property"); and

WHEREAS, the County of Middlesex and the Township of South Brunswick previously entered into a five (5) year lease agreement for renewal of the lease of antenna space of four (4) antennas and ground equipment on the Property for a five (5) year term, renewable for successive five (5) year terms thereafter; and

WHEREAS, the County wishes to renew the Agreement for an additional five (5) year term; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the County and the Township agree as follows:

1. The Township hereby gives permission to the County, and the County hereby agrees, to operate and maintain a concrete communications shelter, approximately 11'6" x 25' in size at the Township's monopole tower (the "Tower") located at 3960 U.S. Route 1 in South Brunswick Township, Middlesex County, New Jersey ("the Property").
2. The County will also operate and maintain four (4) radio antennas, of approximately 10-11 ½ feet in height, consisting of the antennas, mounting, 7/8" antenna line, fittings and antenna amplifier/splitter on the Tower, which will run from the shelter to the Tower.

3. The cost of operation and maintenance of the shelter and the antenna system shall be borne by the County.
4. The County shall, at its own cost and expense, apply for and obtain all necessary permits and authorizations and comply with all applicable laws, ordinances and regulations of any federal, state or municipal agency having jurisdiction over the maintenance and operation of the shelter and antenna system contemplated by this Agreement. The County shall particularly comply with all rules and regulations of the Federal Aviation Administration, Civil Aeronautics Board and Federal Communications Commission.
5. In the event the County's operation of its shelter and/or antenna system interferes with the system operated by the Township or any other system already existing at the property, the County shall discontinue use of its system until the interference problem is resolved. All costs to resolve any interference problem shall be borne by the County.
6. The County shall, insofar as permitted by law, defend, protect, indemnify and save harmless the Township, its employees and/or agents against any claim, loss, damage to persons or property or expense (including attorney's fees), which may arise from either the use, operation and maintenance of the shelter and/or radio antennas contemplated by this Agreement, except for such damages or injuries which result from the negligence of the Township, its employees and or agents.
7. The Township acknowledges that the County is self-insured for general liability and automobile liability insurance coverage pursuant to N.J.S.A. 40A:10-1, et seq. Upon request, the County shall provide the Township with evidence of said coverage.
8. In the event of a default of any provision of this Agreement by the County, which default shall continue for twenty (20) days after written notice thereof from the Township is received, the Township shall have the right to terminate this Agreement upon thirty (30) days' notice in writing.
9. This Agreement shall commence on the date of full execution by the parties. The County's obligation to pay the rent set forth in this Agreement shall commence on the first day of the month following the date of full execution of this Agreement.

This Agreement shall continue in effect for a period of five (5) years from the date of full execution hereof, and shall thereafter automatically renew itself for additional five (5) year terms unless terminated by either party. Termination is permitted only upon written notice served by the terminating party no sooner than ninety (90) days prior to the expiration of the then existing term.

10. The County shall pay to the Township an annual base rent of \$30,630.76 per year, payable in equal monthly installments of \$2,552.56 per month, due on the first day of each month, plus any electrical costs incurred by the Township as a result of the County's use of the property. On the renewal date, and on any subsequent renewal dates thereafter, the base rent payable shall increase by five percent (5%) over the previous base rent.
11. In the event of any termination of this Agreement, the County shall remove the shelter and the antenna system at its sole cost and expense, and shall restore the Township's property and the Tower to the condition existing prior to installation, reasonable wear and tear excepted. The County shall also be responsible to reimburse the Township for any additional maintenance of the Tower which may be required as a result of the County's use of said Tower.
12. Any notice provided or required to be given under this Agreement shall be valid if sent by Certified Mail, Return Receipt Requested, as follows:
To the County:
Board of Chosen Freeholders
County Administration Building
75 Bayard Street
New Brunswick, NJ 08901

To the Township:
Township Manager
South Brunswick Township
P.O. Box 190
Monmouth Junction, NJ 08852
13. This Agreement shall not be assigned or transferred by the County in whole or in part without the written consent of the Township and any assignment not in accordance with this paragraph shall be void.

14. This Agreement shall supersede and replace the Agreement dated December 7, 2006, and Amendments dated April 23, 2013, April 14, 2015, and August 31, 2018, and constitutes the entire agreement between the parties as to the subject matter hereof. No amendment shall be binding on either party unless it is approved by the respective governing bodies on behalf of each party and signed by an authorized official thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COUNTY OF MIDDLESEX

DocuSigned by:

Ronald Rios

463A26B394FF496...

Ronald Rios County Commissioner Director

approved as to form and legality

DocuSigned by:

John C. ...

5302537CBA7A4A8...

First Deputy County Counsel

TOWNSHIP OF SOUTH BRUNSWICK

Barbara Nyitrai
Barbara Nyitrai, Township Clerk

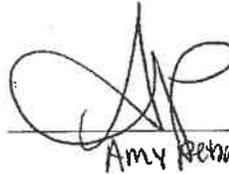
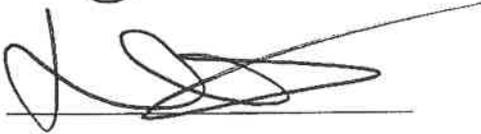
Charles Carley
Charles Carley, Mayor

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on July 22, 2022, Amy Petrucci personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Clerk of the County of Middlesex, the corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Ronald Ries who is the Freeholder Director of the County of Middlesex;
- (c) this document was signed and delivered by the County of Middlesex as its voluntary act duly authorized by a proper resolution;
- (d) he/she knows the proper seal of County of Middlesex which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On July 22, 2022



Amy Petrucci, County Clerk of the Board

DANIELE E REITSMA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/27/2023

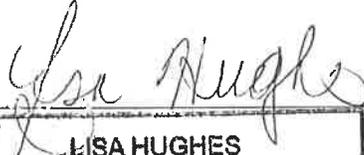
STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

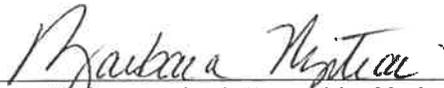
I CERTIFY that on May 26, 2022, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Charles Carley, who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On May 24, 2022


LISA HUGHES
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 12, 2027


Barbara Nyitrai, Township Clerk



Middlesex County

Adopted

Resolution: 22-966-R

Administration Building
75 Bayard Street
New Brunswick, NJ
08901

File Number: 22-966-R

Authorize Execution Of Renewal Of The Lease Agreement Between The County Of Middlesex And The Township Of South Brunswick For Lease Of Antenna Space At An Annual Rate Of \$30,630.76 Per Year (\$2,552.56/Month) For A Five (5) Year Term From September 1, 2022 To August 31, 2027

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement may be made or awarded, inter alia, with any municipality or agency thereof without public advertising for bids or bidding therefore: and

WHEREAS, the County of Middlesex and the Township of South Brunswick previously entered into a five (5) year lease agreement for renewal of the lease of antenna space of four (4) antennas and ground equipment on the property located at 3960 U.S. Route 1, in the Township of South Brunswick for a five (5) year term, renewal for successive five (5) year terms thereafter; and

WHEREAS, the County of Middlesex wishes to renew the Lease Agreement for an additional five (5) year term; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Middlesex that the County shall be and is hereby authorized to enter into the attached Lease Agreement Renewal with the Township of South Brunswick for Lease of Antenna Space at an annual rate of \$30,630.76 per year (\$2,552.56/Month) for a Five (5) year term from September 1, 2022 to August 31, 2027;

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute said Lease Agreement Renewal on behalf of the County of Middlesex and the clerk of this Board shall be and is hereby directed to attest said Lease Agreement Renewal and affix thereto the corporate seal of the County of Middlesex;

BE IT FURTHER RESOLVED that the County's obligation shall be subject to the availability and appropriation of sufficient funds in the 2023, 2024, 2025, 2026 & 2027 Temporary and Final Operating Budgets;

July 21, 2022



Middlesex County

Adopted

Resolution: 22-966-R

Administration Building
75 Bayard Street
New Brunswick, NJ
08901

BE IT FURTHER RESOLVED that the Clerk of this Board shall forward a certified copy of this resolution to the Township of South Brunswick.

Giuseppe Pruiti, CFO

7/7/2022

Approved as to form and legality

Marjani Matta, Deputy County Counsel

7/11/2022

Charles E. Tomaro, County Commissioner

7/22/2022

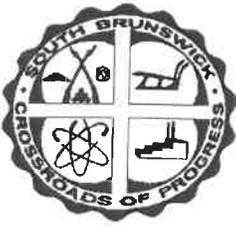
RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Charles E. Tomaro, County Commissioner
SECONDER:	Leslie Koppel, County Commissioner
AYES:	Claribel Azcona-Barber, Leslie Koppel, Chanelle Scott McCullum, Charles E. Tomaro, Ronald G. Rios
ABSENT:	Charles Kenny, Shanti Narra

I, Amy R. Petrocelli, Clerk of the Board of County Commissioners of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on July 21, 2022

Amy R. Petrocelli, Clerk of the Board

7/22/2022

July 21, 2022



TOWNSHIP OF SOUTH BRUNSWICK

Municipal Building • P.O. Box 190 • Monmouth Junction, NJ 08852-0190

Phone
732-329-4000
X7311
Fax
732-329-9026

May 27, 2022

Board of Chosen Freeholders
County Administration Building
75 Bayard Street
New Brunswick, NJ 08901



Re: Renewal of Lease Agreement for Antenna Space – South Brunswick

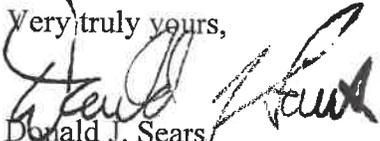
Dear County Freeholders:

Enclosed please find two copies of a Renewal Lease Agreement for antenna Space within the Township of South Brunswick, which was authorized way of Res. 2022-196 by the Township Council at its meeting of May 24, 2022.

Please have both copies executed on behalf of the County Board of Chosen Freeholders and return one fully executed copy to me for the Township's files.

Thank you for your considerations in this matter.

Very truly yours,


Donald J. Sears
Director of Law

DJS/lh
Enclosure

Cc: Barbara Nyitrai, Township Clerk