

**TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY**

RESOLUTION #17-215

AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE BOROUGH OF FLEMINGTON AND THE TOWNSHIP OF RARITAN FOR RENTAL USE OF OFFICE AND MEETING ROOM SPACE IN THE RARITAN TOWNSHIP POLICE DEPARTMENT BUILDING FOR FLEMINGTON BOROUGH COURT

WHEREAS, the Township of Raritan and the Borough of Flemington wish to enter into a rental agreement for the use of office and meeting room space in the Raritan Township Police Department Building by the Borough of Flemington for municipal court; and

WHEREAS, this Agreement requires the Borough of Flemington to pay \$7,906.66 base fee use plus \$135.00 per month for utilities totaling \$1,350 for a grand total of \$9,256.66 for Year 2017 from March 1, 2017 to December 31, 2017 prorated to be paid in one installment due within forty-five (45) days of the signing of this Lease and the second payment of \$9,688.00 base fee plus \$135.00 per month for utilities totaling \$1,350.00 for a grand total of \$11,308.00 to be paid in one (1) installment due within sixty (60) days of January 1, 2018; and

WHEREAS, this Agreement is subject to ratification by the Flemington Borough Council.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Clerk are hereby authorized to execute the aforementioned agreement on behalf of the Township of Raritan.

ATTEST:



Lisa Fania, RMC
Township Clerk

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

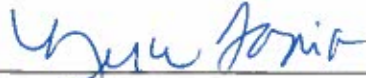


Karen Gilbert
Mayor

SEP 22 2017

CERTIFICATION

I, Lisa Fania, Clerk of the Township of Raritan, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on September 5, 2017.



Lisa Fania, RMC
Township Clerk

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 09/11/17 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2017-161

DOC ID: 2556

Authorizing the Mayor and Clerk to Sign a Two-Year Lease with Raritan Township for the Use of the Municipal Court and Office Space

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, the Borough is in need of appropriately configured space for its municipal court; and

WHEREAS, the Township of Raritan has provided such space in the recent past and is willing to continue to do so; and

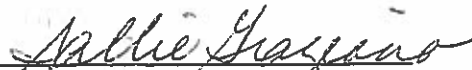
WHEREAS, the total rent for the first year is \$9,256.66 and the total rent for the second year is \$11,308.00; and

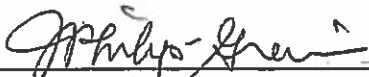
WHEREAS, the term of this lease will be from March 1, 2017 through December 31, 2018.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, that the Mayor and Clerk are authorized to sign a two-year lease with Raritan Township for Municipal Court Space.

Adopted: Sept. 11, 2017

Attest:


Sallie Graziano, Acting Borough Clerk


J. Philip Greiner, Mayor

RECEIVED

SEP 15 2017

ATTACHMENTS:

- 2017-18 court lease (PDF)

RARITAN TOWNSHIP
CLERKS OFFICE

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	Brian Swingle, Councilman
AYES:	Gorman, Hain, Liebowitz, Peterson, Swingle, Tilly

RECEIVED

SEP 15 2017

RARITAN TOWNSHIP
CLERKS OFFICE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") made as of the 17th day of Sept, 2017, by and between:

THE TOWNSHIP OF RARITAN, a municipal corporation of the State of New Jersey, County of Hunterdon, having its principal office at One Municipal Drive, Flemington, New Jersey 08822 (the "Township" or "Lessor"); and

THE BOROUGH OF FLEMINGTON, a municipal corporation of the State of New Jersey, County of Hunterdon, having its principal office at 38 Park Avenue, Flemington, New Jersey 08822 ("Borough" or "Lessee").

WITNESSETH:

WHEREAS, the Borough wishes to lease a portion of the Township's Police Building, located at Two Municipal Drive, in Raritan Township, for use as its Municipal Court and related offices; and

WHEREAS, the Township is authorized to enter into this Lease Agreement with the Borough, a municipal organization, pursuant to N.J.S.A. 40A:12-14(b); and

WHEREAS, the Township is desirous to lease a portion of the Township Police Building to the Borough for use as its Municipal Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the parties agree:

1. The Property. The Township agrees to lease to the Borough, and the Borough agrees to rent from the Township:

Office space of 500± square feet (the "Office Space"), and the meeting room of 1,488± square feet (the "Meeting Room"), for a total of 1,988± square feet, in the Township Police Building, located at Two Municipal Drive, in the Township of Raritan, including the use of the driveway and general public parking facilities, (collectively the "Leased Premises"), as follows:

a. The Borough shall have continuous exclusive use of the Office Space during the Lease Term,

b. The Borough's use of the Meeting Room throughout the Lease Term shall be exclusive only during the scheduled periods of Borough court sessions. The regularly scheduled Borough court sessions are as follows: the 2nd and 4th Mondays of every month, commencing at or about 1 P.M., and the 4th Thursday evening of every month, from 6 P.M. to 11 P.M. The Borough is entitled to a minimum of thirty-six (36) court sessions without incurring any additional costs should the Borough wish to schedule any additional regular or special court session in the Meeting Room, or to change the dates or times of the regularly-scheduled Borough court sessions, the Borough must first obtain the written

consent of the Township Administrator for such additional or revised Borough court session.

c. The Borough's use of the driveway and general public parking facilities shall be nonexclusive, and it is intended that the same will remain open to the general public. Borough employees and court personnel - but not members of the general public shall be permitted hereby to park in the Township employee parking facilities located behind the municipal building; however, the lot designated for Township Police use only is not included in the Leased Premises, and may not be utilized by the Borough or its employees, personnel or invitees pursuant to this Lease Agreement.

2. Public Purpose. The public purpose of this Lease Agreement is for the Borough to utilize the Leased Premises as its Municipal Court.

3. Term. The term of this Lease Agreement shall be for a period of two (2) years, retroactive to March 1, 2017 and terminating on December 31, 2018, (the "Lease Term"), unless sooner terminated in accordance with the terms of this Lease Agreement, or extended by the parties in writing.

4. Consideration. The Borough covenants and agrees to pay the Township as rent and consideration for and during the entire Lease Term hereof:

Year 2017 prorated \$7,906.66 base fee use plus \$135.00 per month for utilities totaling \$1,350.00 for a grand total of \$9,256.66 to be paid in One (1) installment, due within Forty Five (45) days of the signing of this Lease, and the second payment for Year 2018 of \$9,688.00 base fee plus \$135.00 per month for utilities totaling \$1,620.00 for a grand total of \$11,308.00 to be paid in One (1) installment due within Sixty (60) days of January 1, 2018; and

a. In the event that the Borough requires the use of the court room in excess of the thirty-six (36) sessions as stated in Section 1b of this agreement, there will be an additional charge of \$100.00 per session to be paid by the Borough in accordance with its usual municipal payment procedures, but in no event, shall payment be delayed more than Thirty (30) days following the Borough's receipt of a monthly bill from the Township.

5. Security Deposit. No security deposit is required to be deposited with the Township under this Lease Agreement.

6. Construction of Improvements. No alterations or improvements shall be constructed on the Leased Premises by Lessee, unless prior approval is granted by Lessor, in writing, and all such plans and drawings for the alterations or improvements have been reviewed and approved by the Township, and any other required governmental body having jurisdiction over the work and the Property.

7. Use by Others. The remaining portion of the building not subject to this Lease Agreement, may be sold, leased, or utilized in any manner whatsoever by the Township in its sole discretion, and Lessee shall not interfere with the use and quiet enjoyment of that portion of the property. The Lessee is aware of and in agreement with the Township's intention to continue its

current use of the remaining portion of the Township Police Building; and acknowledges that the Township shall continue to have full use of the Meeting Room whenever a Borough court session has not been scheduled.

8. Repairs and Maintenance.

a. Office Space. Throughout the Lease Term, the Borough agrees, at its sole cost and expense, to maintain and repair the Office Space. If the Borough fails adequately to maintain the Office Space, the Township reserves the right after prior written notice to the Borough to enter the Office Space and make any and all required maintenance and repairs, upon its own discretion, and the Borough shall be responsible for the prompt reimbursement to the Township for the costs of such maintenance and repair within thirty (30) days from receipt of demand for same by the Township.

b. Meeting Room. The Township shall continue to be responsible for general repairs and maintenance of the Meeting Room. After use of the Meeting Room for a court session, the Borough shall be responsible to leave the Meeting Room in the same or substantially similar state of repair and cleanliness as existed prior to such court session. The Borough shall not be permitted to make any alterations or changes to the Meeting Room.

c. Driveway and general public parking facilities. The Township shall continue to be responsible for maintenance and repairs of the driveway and parking facilities, including snow removal. The Borough shall not be responsible for usual and customary maintenance and repairs to the driveway and parking facilities; however, it shall be responsible for costs of any damage other than normal wear and tear occasioned wholly or in part by or resulting from any acts or omissions by the Borough, its agents, employees, guests, licensees, invitees or assignees.

9. Signs. Other than the existing sign in the parking lot directing members of the public to the location of the Borough court, the Borough shall not maintain or display any permanent signs, letters, displays or lights on the exterior of the Leased Premises, or which are visible from the exterior thereof, unless approved in writing by the Township. At its sole cost and expense, the Borough shall have the right to post and maintain directional or information signs within the Office Space; and to post temporary directional or information signs in or within the immediate vicinity of the Meeting Room immediately prior to and during Borough municipal court sessions, provided the posting of said signs does not damage or permanently alter the building or Leased Premises. The Township shall have the right to remove any and all unapproved or unauthorized signs installed by Lessee in or upon the Leased Premises at Lessee's expense.

10. Personnel and Security. The Borough, at its sole cost and expense, is responsible to provide adequate personnel, police presence, security, and prisoner transport required in conjunction with its use of the Leased Premises as outlined herein.

11. Equipment.

d. Office Space. The Borough is solely responsible to provide any desks, chairs or other furniture or equipment required by the Borough for the Office Space. The Borough shall have the right to retain ownership of all signs, equipment and other fixtures and furnishings not affixed to the structure that may be placed or installed by the Borough within the Office Space.

e. Meeting Room. The Borough shall be permitted, at no additional cost, to utilize the Township's tables, chairs or other furniture or equipment located in the Meeting Room during Borough court sessions, but shall not have the right to retain or remove the same. The Township shall have no obligation to provide any additional furniture or equipment; should the Borough require any additional equipment or furniture in the Meeting Room, the Borough may provide the same at its own cost and expense. The Borough is responsible to supply its own microphones but may utilize the Township's recording and amplification system; provided, however, that the Borough shall be responsible for upkeep and maintenance of the recording and amplification system during the Lease Term.

12. Utilities. The Borough shall be solely responsible for any and all telephone and facsimile costs throughout the Lease Term. The Township shall be responsible for all other utilities (including, but not limited to, water, sewer, gas, and electricity) associated with the Leased Premises.

13. Compliance with Laws. Prior to, and throughout, the duration of the Lease Term, or any extension thereof, the Borough shall be responsible for complying with all applicable laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any public officers pursuant to law which shall impose any duty with respect to the Leased Premises.

14a. Representations and Warranties of the Borough. The Borough represents and warrants that:

1. The Borough is a municipal corporation of the State of New Jersey;
2. The Borough has all requisite power and authority to execute, deliver, and perform its obligations under this Lease Agreement;
3. The execution, delivery, and performance of this Lease Agreement have been duly authorized by the Governing Body of the Borough;
4. The Borough shall not cause or permit any waste, damage, disfigurement, or injury to the Leased Premises or the improvements thereon during the Term of this Lease Agreement;
5. The Borough shall maintain the Leased Premises in a clean, neat, sanitary condition;
6. The Borough shall not permit or cause any dumping, disposal, incineration or other burning of any trash, refuse or other material in or about the Leased Premises;

7. The Borough shall not bring or keep or permit to be brought or kept, any inflammable, combustible, explosive or otherwise dangerous or hazardous substance in or about the Leased Premises; and
8. The Borough shall only conduct lawful use of the Leased Premises.

14b. Representations and Warranties of the Township. The Township represents and warrants that:

1. The Township is a municipal corporation of the State of New Jersey;
2. The Township has all requisite power and authority to execute, deliver, and perform its obligations under this Lease Agreement; and
3. The execution, delivery, and performance of this Lease Agreement have been duly authorized by the governing body of the Township.

15. Insurance. The Borough agrees to carry Comprehensive General Liability insurance for Bodily Injury and Property Damage in an amount not less than Five Million (\$5,000,000) per Occurrence for the entire Lease Term hereof. The Borough agrees to provide the Township of Raritan, its agents, servants and employees with Additional Insured status on the aforementioned Comprehensive General Liability policy. A Certificate of Insurance shall be provided by the Borough to the Township with evidence of Additional Insured status, together with a copy of an endorsement or equivalent insurance policy language evidencing the same. The policy shall further provide that the Township will be notified at least thirty (30) days in advance of cancellation or material change in the policy.

16. Indemnification.

- a. The Borough shall indemnify and hold harmless the Township from any and all payments, expenses, costs, attorneys' fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occurring in or about the Leased Premises occasioned wholly or in part by or resulting from any acts or omissions by the Borough, its agents, employees, guests, licensees, invitees or assignees, or for any cause or reason whatsoever arising out of by reason of the Borough's use of the Leased Premises, or such injury or damage caused as a result of the failure of the Borough to perform any covenant required to be performed herein; except for claims or injuries caused, in whole or in part, by the willful acts or omissions or negligence of the Township or any of its respective employees or agents.
- b. The Township shall indemnify and hold harmless the Borough from any and all payments, expenses, costs, attorneys' fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occurring in or about the Leased Premises occasioned wholly or in part by or resulting from any acts or omissions by the Township, its agents, employees, guests, licensees, invitees or assignees, or such injury or damage caused as a result of the failure of the Township to perform any covenant required to be performed herein; except for claims or injuries caused, in whole or in part, by the willful acts or omissions or negligence of the Borough or any of its respective employees or agents.
- c. The indemnities in this Section 16 shall survive the expiration or earlier termination of this Lease Agreement.

17. Default: The following shall constitute events of default by Lessee under this Lease Agreement (each an "Event of Default"):

- a. Failure to use the Leased Premises as permitted under this Lease Agreement, with such failure continuing for a continuous period of ninety (90) days shall constitute an abandonment or vacancy; or
- b. Failure to timely perform any other material obligations under this Lease Agreement, such as the failure to pay the consideration, or continued existence of any condition which is a violation of the terms and conditions of this Lease Agreement, with such failure continuing for a period of thirty (30) days after Lessee receives written notice from Lessor; or
- c. Any assignment, sublet or license of the Lease, or any portion thereof, without the express written consent of the Lessor; or
- d. In the event Lessee shall be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against Lessee for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors, or should the leasehold estate hereunder pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, and same is not cured within thirty (30) days.

18. Remedies for Default: Upon the happening of an Event of Default by Lessee, Lessor shall have the right to terminate this Lease Agreement upon written notice to Lessee and to pursue all other remedies available at law or in equity. In the event that Lessor terminates this Lease Agreement, all rights and interest of Lessee in the Leased Premises, and any alterations or improvements thereon shall cease and expire in the same manner and with the same force and effect as if the date specified in such notice of default was the date originally specified herein for the expiration of this Lease Agreement. In the event of such termination, Lessee shall pay all of Lessor's costs and attorney's fees in connection with the Lessor's exercising its rights and remedies, including the Event of Default and termination of this Lease Agreement.

The rights and remedies of Lessor set forth herein shall be in addition to any other right and remedy now and hereafter provided by law or in equity. All rights and remedies shall be cumulative and not exclusive of each other, and Lessor may exercise its rights and remedies at any time, in any order, and as often as Lessor deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds the exercise of another. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or the exercise of other right or remedy from time to time. No delay or omission by Lessor in exercising a right or remedy shall waive, exhaust or impair same.

19. Voluntary Termination. Either party may terminate this Lease Agreement without cause upon at least ninety (90) days prior written notice to the other party.

20. Right to Enter. At all times the Township, its representatives, contractors, agents, officers or employees, shall have the right after prior written notice to the Borough to enter the Leased Premises at any reasonable time to inspect the Leased Premises as the Township may deem necessary to assure compliance with this Lease Agreement, and to perform any work which the Township undertakes, whether jointly undertaken with the Lessee, or made necessary by reason of the Lessee's default under the terms and conditions of this Lease Agreement. Prior to

conducting any work on the Leased Premises, the Township shall attempt to coordinate with the Lessee in order to inspect the Leased Premises to determine the nature, scope and timing of any work that may be required

21. Quiet Enjoyment. The Township covenants and promises that if the Borough shall duly keep and perform all of the conditions hereof, the Borough shall peacefully and quietly use and enjoy the Office Space for the Lease Term, and the Meeting Room for Borough court sessions, in accordance with terms and provisions set forth herein.

22. Surrender of Leased Premises. At the expiration of the Lease Term, or any extension thereof, or upon sooner termination of this Lease Agreement in accordance with the terms herein, the Borough shall surrender the Leased Premises to the Township in at least as good condition as it was at the beginning of the Lease Term, reasonable wear and tear excepted.

23. Assignment/Sublease. The Borough shall NOT (1) assign this Lease Agreement, (2) sublet any portion of the Leased Premises, or any interest therein, in whole or in part, (3) license or permit any portion of the Leased Premises, or any interest therein, or (4) mortgage or encumber Lessee's leasehold interest in the Leased Premises.

24. Notices. All notices, requests, demands or other communications under or with respect to this Lease Agreement shall be in writing and shall be given by hand delivery, or by fax and regular mail with request for acknowledgment or confirmation of receipt, or by Federal Express or other nationally recognized overnight delivery service providing for receipt against delivery (delivery charges prepaid), or by certified or registered U.S. Mail, postage prepaid, return receipt requested, to the addresses set forth in the preamble hereto and shall be deemed to have been duly given and effective upon the earlier of (i) its actual receipt (or acknowledgment or confirmation of receipt), (ii) the next business day after having been sent by Federal Express or similar nationally recognized overnight delivery service providing for receipt against delivery, delivery charges prepaid, or (iii) three (3) days after having been sent by certified or registered U.S. mail, return receipt requested, postage prepaid. Any party by written notice to the other party may change the address to which notices may be directed, but such notice shall be deemed duly given and effective only upon actual receipt thereof.

25. Incident Reporting. All accidents or injuries to persons, or any damage to property, occurring as a result of the Borough's use of the Leased Premises pursuant to this Lease Agreement must be reported promptly to the Township.

26. Waiver. The failure of either party to insist on the strict performance by the other party of any covenant, term or condition of this Lease Agreement or the failure of any party to exercise any right or remedy under this Lease Agreement shall not constitute a waiver by such party of such performance, right or remedy. The acceptance of rent by the Township shall not constitute a waiver of any default, breach or failure to perform the covenants, terms and conditions of this Lease Agreement. All waivers, alterations or modifications of any covenants, terms or conditions of this Lease Agreement must be in writing and signed by both parties to be valid. A valid waiver shall be strictly construed and shall have no effect on the remainder of this Lease Agreement. A waiver by any party of a breach or default by the other party of any provision of this Lease Agreement shall not be deemed to be a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

27. Amendment. This Lease Agreement may not be amended except upon the written consent of both the Borough and the Township.

28. Severability. If any provision of this Lease Agreement shall be invalid or unenforceable, in whole or in part, then such provision and this Lease Agreement shall be deemed and construed to be modified or restricted to the extent, and in the manner, that is necessary to render such provision valid and enforceable, or shall be deemed excised from this Lease Agreement, as the case may require.


29. Entire Agreement. This Lease Agreement and the documents referred to herein set forth all of the promises, agreements, conditions and understandings between the Borough and the Township relating to the lease of the property described herein, and there is no promise, agreement, condition, or understanding, either oral or written, between the parties relating to the lease of such property other than as is herein set forth.

30. Successors and Assigns. This Lease Agreement shall bind and inure to the benefit of the Township and the Borough and their respective successors and assigns.

31. Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same document. The transmission by facsimile of an executed counterpart of this Lease Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have set their hands and seals, or caused this Lease Agreement to be duly executed, effective as of the day and year first above written.

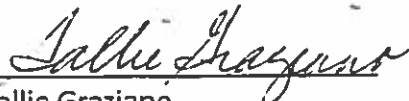
ATTEST:



Lisa Fania, RMC
Township Clerk

Date: September 5, 2017

ATTEST:



Sallie Graziano
Acting Township Clerk

Date: September 12, 2017

Lessor:

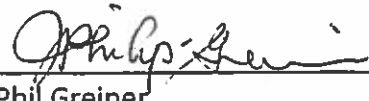
TOWNSHIP OF RARITAN



Karen Gilbert
Mayor

Lessee:

BOROUGH OF FLEMINGTON



Phil Greiner
Mayor

STATE OF NEW JERSEY

) ss:

COUNTY OF HUNTERDON

I CERTIFY that on September 4, 2017, Lisa Fania personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. this person is the Clerk of the TOWNSHIP OF RARITAN, the municipal corporation named in the attached document;
- b. this person is the attesting witness to the signing of this document by the proper municipal officer who is Karen Gilbert, the Mayor of the municipal corporation;
- c. this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee;
- d. this person knows the proper seal of the municipal corporation which was affixed to this document; and
- e. this person signed this proof to attest to the truth of these facts.

Lisa Fania

Lisa Fania, Township Clerk

Signed and sworn to before me on
this 6 day of September, 2017

Lisa Ann Krieger

Name:

Title:

LISA ANN KRIEGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/23/2018

STATE OF NEW JERSEY

) ss:

COUNTY OF HUNTERDON

I CERTIFY that on September 12, 2017, Sallie Graziano, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. this person is the Acting Clerk of the BOROUGH OF FLEMINGTON, the municipal corporation named in the attached document;
- b. this person is the attesting witness to the signing of this document by the proper municipal officer who is Phil Greiner, the Mayor of the municipal corporation;
- c. this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Borough Council;
- d. this person knows the proper seal of the municipal corporation which was affixed to this document; and
- e. this person signed this proof to attest to the truth of these facts.

Sallie Graziano
Sallie Graziano, Acting Borough Clerk

Signed and sworn to before me on
this 12th day of September 2017

Rebecca Newman
Name: Rebecca Newman
Title: ASST. CFO

