



CITY OF ABSECON
Municipal Complex
500 Mill Road
Absecon, New Jersey 08201

Carie A. Crone, RMC
Municipal Clerk

Phone (609) 641-0663 x101
Fax (609) 645-5098

CITY COUNCIL

March 7th, 2024

REGULAR MEETING - 6:30 PM

AGENDA

FLAG SALUTE

ROLL CALL

PRESIDENT'S STATEMENT ON THE SUNSHINE LAW

NOTIFICATION THAT THIS MEETING IS ELECTRONICALLY RECORDED

PRESENTATION – Atlantic County Engineering – Road Improvement Projects

PRESENTATION – Atlantic County Sheriff – Joseph O'Donoghue

REGULAR MEETING AGENDA

CONSENT AGENDA

- 58** Authorizing the Transfer of Appropriation Reserves in the 2023 Municipal Budget per N.J.S.A. 40A: 4-59.
- 59** Accepting the Cell Tower Lease. (to be added on Thursday)

APPROVAL OF BILL LIST - \$ 1,827,239.65

APPROVAL OF MINUTES

Regular Meeting Minutes – 2/1/2024

REPORTS Council Committees
Administrator/CFO
Mayor
Engineer

PUBLIC PORTION

CLOSED SESSION - #60-2024

- Contract Negotiation – PBA Ratification
- Possible Litigation

ADJOURNMENT

CITY OF ABSECON

RESOLUTION 58-2024

**A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION
RESERVES IN THE 2023 LOCAL MUNICIPAL BUDGET PER N.J.S.A. 40A: 4-59**

WHEREAS, N.J.S.A. 40A: 4-59 allows transfers to be made from unexpended balances to balances, which are expected to be insufficient during the first (3) months of the preceding budget year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Absecon that transfers are made in the amount of \$3,000.00 and that said transfers be made in the 2023 budget as follows:

	<u>TO</u>	<u>FROM</u>
Public Works OE	3,000.00	
Engineering		3,000.00

Dated: March 7th, 2024

**This is to certify that this is a true
copy of a Resolution adopted by the
Council of the City of Absecon at a
Regular Meeting held March 7th, 2024**

Attest: _____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 59-2024

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE OF REAL
PROPERTY AND USE OF AN EXISTING COMMUNICATIONS TOWER
AND RELATED COMMUNICATIONS EQUIPMENT**

WHEREAS, the City of Absecon, in accordance with N.J.S.A. 40A:12-14, formally advertised for sealed bids for the lease of Real Property (Ground Space) and use of an existing communications tower and related communications equipment on lands known as Lot 1, Block 200, located 501 Mill Road;

WHEREAS, on December 19, 2023, the City of Absecon received one (1) bid submitted by Global Signal Acquisitions III, LLC ("Global");

WHEREAS, by Resolution 156-23, the City Council of the City of Absecon accepted the aforementioned bid and the terms contained therein;

WHEREAS, Resolution 156-23 also authorized the Mayor and Clerk to execute the Bidder Lease Agreement in the form as proposed in the initial Bid Packet and after review of the City Attorney;

WHEREAS, since Resolution 156-23, minor alterations were made to the proposed Bidder Lease Agreement after review by the City Attorney and as a result a new form of the Lease Agreement ("Lease") was generated as attached hereto;

WHEREAS, the terms of the Lease contain, in part, an initial term for five (5) years, with four (4) additional five (5) year renewal terms, at the rent rates set forth therein;

WHEREAS, additionally, within thirty (30) days of the full execution of the Lease, Global will pay the City a signing bonus of fifty thousand dollars (\$50,000.00).

WHEREAS, the Lease have been reviewed by the City Attorney, consultants and professionals and it is recommended that the City of Absecon enter into the Lease;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Absecon, in the County of Atlantic, New Jersey that the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in the form as attached hereto;

BE IT FURTHER RESOLVED, that the City Clerk shall forward copies of the Resolution to the successful bidders.

Dated: March 7th, 2024

**This is to certify that this is a true
copy of a Resolution adopted by the
Council of the City of Absecon at a
Regular Meeting held March 7th, 2024**

ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk

COMMUNICATIONS ANTENNA SITE

LEASE AGREEMENT

CITY OF ABSECON

AND

GLOBAL SIGNAL ACQUISITIONS III LLC

LEASE AGREEMENT BETWEEN THE CITY OF ABSECON
-AND-
GLOBAL SIGNAL ACQUISITIONS III LLC

THIS AGREEMENT is made this _____ day of _____, 2024, by and between the City of Absecon, of the State of New Jersey, with address of 500 Mill Rd, Absecon New Jersey 08201 (hereinafter referred to as the "City"), and GLOBAL SIGNAL ACQUISITIONS III LLC, a Delaware limited liability company authorized to do business in the State of New Jersey, with address 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as the "Company").

WHEREAS, the City of Absecon solicited bids for a nonexclusive lease for the communications site located at 501 Mill Rd, Absecon, New Jersey; and

WHEREAS, the Company is a successful bidder pursuant to said bid and is further a communications tower owner and wireless network asset manager and conducts business in the State of New Jersey; and

WHEREAS, the Company desires to manage the wireless assets on the City's communications site in Absecon, New Jersey; and

WHEREAS, the Company agrees that it will abide by all of the bid specifications, technical and other requirements of this Agreement; and

WHEREAS, after having awarded this bid to the Company as the high bidder, the City and Company are desirous of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, and in further consideration of the obligations, terms and agreements hereinafter set forth and recited, the City and Company do hereby agree as follows:

1. Premises: The City is the owner of a certain plot, parcel or tract of land

identified as Lot 1, Block 200, in the City of Absecon, New Jersey (the "Premises"). There is a communications tower located at said property owned by the Company or a third party that is managed by the Company pursuant to an agreement and power of attorney for such purpose. Company desires to place certain antennae on the tower and equipment within the leased premises it is leasing pursuant to this Agreement for its wireless communications business and allow its subtenants and licensees to do the same.

2. Lease of Premises: The City leases to Company the use of a portion of the Premises for the placement of antennae or other equipment as set forth in this Agreement and the Bid Specifications (the "Leased Premises"). The Leased Premises is approximately 2,120 square feet and more particularly described on Exhibit A attached hereto.

3. Sub-Lease; Gross Revenue Payment; Signing Bonus: The Company shall have the exclusive right, with the City's reasonable consent and approval, to enter into a sublease or license agreement on terms which are reasonably acceptable to both the Company and the City, which permit other parties to use space on the tower and to gain access to the Leased Premises through the City's Premises in the same manner permitted to the Company. Any such sublease will be subject to the same limitations applicable to the Company hereunder, except that no sublease will permit any party thereunder to further sublease its rights. In addition to the monthly rent provided for in Section 10 below, the Company shall pay the City additional monthly rent equivalent to eighty percent (80%) of the Gross Revenue Payment actually received by the Company from any non-affiliate that subleases space on the tower but specifically excluding the sublease with Sprint (or a designated subsidiary of Sprint) (the "Anchor Tenant"). The Company shall deliver such payment to the City on a monthly basis beginning within 30 days of the of the commencement date of any sublease. In addition to any and all rents contained in this Agreement, within

thirty (30) days of the execution of this Agreement, the Company shall pay the City a signing bonus of Fifty Thousand Dollars (\$50,000.00).

4. Construction and Installation: The Company agrees to construct, install, operate, maintain, replace and upgrade any antennae and equipment at the Leased Premises as set forth in this Agreement. The Company shall strictly comply with said bid-specifications which are incorporated into this section of this Agreement and specifically made a part hereof by this reference. Further, the Company shall abide by any directives of the City and shall submit to the City or its designee any plans for the installation of a tower pursuant to this Agreement for approval prior to the commencement of any construction or installation of a tower, equipment shelters or other equipment to be located on the ground at the Leased Premises as set forth in this Agreement. All construction, installation, operation and maintenance of any antenna or other equipment used, placed or installed by the Company at the Leased Premises shall be at the sole cost and expense of Company. Subject to prior written approval by the City, Company further has the right to add, modify and replace equipment in order to be in compliance with any current or future federal, state or local mandated laws, including, but not limited to, emergency 911 communication services. The City shall review plans and offer any comments to the Company within fifteen (15) business days of receipt of same. The City's approval shall not be unreasonably withheld or delayed.

5. Permits: The Company will be solely responsible, at the Company's own cost, to obtain any and all certificates, permits or other approvals that may be required by any Federal, State or Local Authority, in order to install, maintain or operate the tower and equipment used in conjunction with this Agreement. City agrees that Company's ability to use the Leased Premises is contingent upon the suitability of the Leased Premises for Company's use and Company's ability to obtain all governmental licenses, permits,

approvals or other relief required or deemed necessary or appropriate by Company for its construction and installation of facilities at the Leased Premises, including without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits. The City authorizes Company to prepare, execute and file all required applications to obtain governmental approvals for Company's use of the Leased Premises under this Agreement and agrees to reasonably assist the Company with such applications. The Company agrees to pursue all necessary approvals expeditiously.

6. City's Equipment on the Tower:

- a. The City shall have the right, free of charge, to use space on the tower for the City's telecommunications equipment and the City's equipment shelter will be located on the City's property adjacent to the Leased Premises.
- b. The City shall have the right to add additional telecommunications equipment to the tower as changing technology and/or City's needs dictate; provided however, that (i) the additional equipment to be added does not interfere with existing equipment, (ii) the City's additional equipment shall be mounted on the tower at a level mutually agreed upon by the Company and the City.
- c. The City's existing antenna at the 75ft, 80ft, 100ft and 120ft level and associated cabling will remain.

7. Utilities: The Company will be responsible for the cost of any electricity or other utility necessary, if approved by the City, for the operation of the antennae and equipment contemplated by this Agreement and shall have a right to bring utilities across the Premises to provide services to the Leased Premises. The Company will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by the Company on the Leased Premises. The City will fully

cooperate with any utility company or any company bringing fiber or other utilities requesting an easement over, under and across the Premises in order for the company to provide services to the Company and its subtenants and licensees at the Leased Premises.

8. Compliance: The Company agrees to comply with all applicable governmental laws, rules, statutes and regulations relevant to the use of the tower, antenna and associated equipment. The Company cannot make any material modifications to the Leased Premises without the prior written approval of the City, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, no approval from the City shall be required to routine repairs and maintenance, or to upgrade or replace equipment, provided that any upgrades or replacement equipment is substantially the same size and configuration of the existing equipment.

9. Term: The initial term of this lease will be for five (5) years at a minimum annual rental per year as established in Section 10 of this Agreement. Said rental shall be payable in equal monthly installments. The initial term shall commence on the commencement date, January 11th, 2024.

This Agreement shall automatically renew for four (4) additional five (5) year terms upon the same terms and conditions as set forth herein unless the Company or the City supplies written notice of its intention to terminate or modify this Agreement at least sixty (60) days prior to the termination of the initial term of any renewal period. Within sixty (60) days after termination, all antennae and equipment of the Company shall be removed from the Leased Premises without any damage to said premises.

10. Rent: Beginning on the commencement date, the Company will pay to the City a monthly rental payment of Three Thousand and Two Hundred Dollars (\$3,200.00) (plus the Gross Revenue Payment amount provided for in Section 3 above), plus applicable taxes as

required by law which may be due with said monthly rental payment to the City of Absecon, 500 Mill Road, Absecon, New Jersey 08201. Rent shall be due in advance on the first day of each month. On the renewal of each 5-year term, the Company shall pay the then current rental, increased by fifteen percent (15%).

11. Termination: This Agreement may be terminated without penalty or further liability, except where indicated, as follows:

- a. By either party upon thirty (30) days prior written notice if the other party is in default pursuant to this Agreement and all applicable cure periods have expired.
- b. By the City if involuntary bankruptcy proceedings are commenced against the Company and such proceedings remain unstayed for 60 days, by appeal or otherwise.
- c. By the City if the Company's use of the Leased Premises in any way interferes with the radio transmission or operation of Atlantic County Public Safety Radio Network and said interference cannot be resolved.
- d. By Company, in Company's sole discretion, if Company determines that its use of the Leased Premises (as such use may be modified from time) is no longer consistent with the optimal operation of Company's communication network based upon either technical or economic considerations. The Company will be required to pay monthly lease payment through the end of the then-current term.
- e. By Company, if it does not obtain or maintain any license, permit or other approval necessary for the construction or operation of the facilities at the Leased Premises.
- f. By Company if Company is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies.
- g. By Company if any environmental report for the Premises reveals the

presence of any hazardous substances or hazardous materials (as further defined in Section 19 below) after January 11, 2024.

12. No Interference: The Company shall not interfere with the City's use of the facility and the City shall have the absolute right to occupy the communications tower for its own purposes as long as the same can be done without damaging or otherwise interfering with the equipment of the Company or the Company's subtenants or licensees using the Leased Premises. The Company's equipment must be installed, maintained and removed (upon expiration or earlier termination of this Agreement) by the Company without any damage to the Premises or personal property of the City, including all of the City's mechanical devices or equipment attached to said facility. The antenna and equipment of the Company shall not interfere with any transmissions or operations of the City or the Company shall be considered in breach of this Agreement. The Company shall not be permitted at any time to place any sign or advertisement identifying the Company at, on or near the Leased Premises and the facility situated thereon, except for any identifying signs that may be required by law.

13. No Grant of Property Interest: Except for the leasehold interest being granted herein, this Agreement shall not be construed to be a grant or conveyance by the City to the Company of any other right, title, or interest in the Leased Premises or any right, title or interest in other property owned by the City.

14. Right of Inspection and Access: The Company shall have the right to use the driveways and accessways on the Premises to access the Leased Premises, and to inspect and maintain its equipment on the Leased Premises during normal business hours. However, if an emergency occurs, the Company shall have access to the Leased Premises seven (7) days a week twenty-four (24) hours per day. The Company shall give the City one (1) hour notice if access is needed for emergencies outside of normal business hours, which

emergency notice may be by telephone or email to the City Administrator or his designee as provided below.

15. Insurance: The Company will carry during the term and any renewal term, at its own cost and expense, the following insurance:

a. All hazard insurance for the replacement cost of the antennae, tower and equipment installed or to be installed by the Company.

b. General liability insurance in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate as the combined single limit for bodily injury or death and property damage. The Company will name the City of Absecon as an additional insured under the general liability policy.

c. Workers' compensation insurance as required by law

d. The Company will require its insurance provider to give at least thirty (30) days written notice of any termination or cancellation of said policy to the City, except for non-payment of premium, for which the Company shall be obligated to provide notice to the City within ten (10) days of such termination or cancellation.

16. No Interference with Other Frequencies: To the extent that any equipment of another wireless provider is located on or will be located on the facility at the Leased Premises, the antenna and equipment of the Company shall not interfere with any existing radio frequency users currently existing on the Leased Premises, including but not limited to any transmissions of the City of any nature.

17. Indemnification: The Company agrees to indemnify, defend and hold the City, its agents, officers and employees, harmless from and against any direct or indirect injury, loss, damage, liability (or any claims in respect to the foregoing), costs and expenses (including reasonable attorney's fees and court costs) resulting from the installation, use,

maintenance, repair, or removal of the antennae or other equipment to be placed pursuant to this Agreement or, for any breach of any of the provisions of this Agreement, unless any such injury, loss, damage or liability was a direct result of the negligence of the City, its officers or employees.

18. Warranties: The City and the Company each acknowledge and represent that it is duly organized, validly existing and in good standing and has all the rights, power and authority to enter into this Agreement and bind itself hereby.

19. Environmental/Hazardous Substances: The Company represents, warrants and agrees that it will take no action of any nature which will cause any environmental contamination at the Premises or will result in the discharge, location or existence of hazardous substances at the Premises. The Company will comply with all local, state or federal statutes or regulations pertaining to the environment and natural resources and its operation of the antennae and equipment as set forth in this Agreement will comply with the same. Further, the Company will not locate or store any such hazardous substance at the Premises of any nature whatsoever.

Further, the Company will not emit through the ground, water or air, refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat or transport hazardous substances or hazardous waste or materials, products or pollutants, including without limitation, asbestos, oil, petroleum products and their byproducts, or any other hazardous substance as defined and regulated under any environmental laws in existence in the State of New Jersey or the United States of America, except for any lawful amounts of hazardous substances or hazardous materials used in the ordinary course of Company's business at the Leased Premises, and then provided the Company uses such lawful amounts in accordance with all environmental laws. The Company agrees to defend, indemnify, and

hold harmless the City from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that the City may suffer due to the existence of discovery of any hazardous substance on the Premises or released into the environment that are directly or indirectly caused or attributed to the Company's use of the Leased Premises or use and location of the antenna and equipment at the Leased Premises as set forth in this Agreement. Indemnification set forth in this paragraph specifically includes reasonable costs, expenses and fees incurred in the connection with any investigation of the Leased Premises or any clean-up activities or remedial actions which are required by any governmental authority at the Premises which have been caused directly or indirectly by the Company or the use of the antennae and equipment by the Company. The City represents and warrant that (i) it has no knowledge of the presence of any hazardous substance or hazardous material located in, on, under upon or affecting Premises in violation of any environmental law, (ii) no notice has been received by or on behalf of the City from any governmental entity or any person or entity claiming any violation of or requiring compliance with any environmental law for any environmental damage in, on, under, upon or affecting the Premises, and (iii) that it will not permit the City or any third party to use, generate, handle, store or dispose of any hazardous substance or hazardous material in, on, under, upon or affecting the Premises in violation of any environmental law. The City agrees to defend, indemnify and hold harmless the Company from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that the Company may suffer due to the existence or discovery of any hazardous substance or hazardous material on the Premises, or released into the environment that are directly caused or attributed to the City or the City's use of the Premises. The provisions of this section will survive the

termination or expiration of this Agreement.

20. Maintenance: The Company will keep and maintain, at the Company's sole expense, during the term of this Agreement, the antennae, tower and equipment to be installed pursuant to this Agreement, except for any equipment owned or operated by the City of any other governmental entity. The Company will keep the Leased Premises in good condition, reasonable wear and tear excepted, and the Company will further be solely responsible for complying with all applicable FCC and Federal Aviation Administration rules and regulations regarding maintenance and structural integrity of the antenna, tower and any equipment therewith, except for any equipment owned or operated by the City of any other governmental entity.

21. Removal of Equipment/Restoration: The City waives any and all lien rights it may have, statutory or otherwise, concerning the Company's antennae or equipment, the Company's facilities or any portion thereof. The antennae or equipment shall be deemed personal property for the purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law. Any antennae or equipment brought onto the Leased Premises or installed by the Company or any subtenant or licensee will remain the personal property of such entity, and such equipment and facilities may be removed at any time without the City's consent.

The Company covenants and agrees that the tower, antennae and all equipment shall be removed from the Leased Premises within ninety (90) days after the expiration or earlier termination of this Agreement, without any damage to the Leased Premises and the Company will be responsible for any and all costs, of any and all nature, associated with any repair to the Leased Premises, reasonable wear and tear excepted, which is necessary in

the sole discretion of the City after removal of such tower, antenna and equipment. If the tower, antennae and equipment is not removed within the time frame as set forth in this section, the City may remove and store the same and any and all costs and expenses of any nature associated therewith will be chargeable to the Company.

22. Default and Right to Cure: The following will be deemed a default by the Company and a breach of this Agreement:

a. The Company shall be in default if it does not cure a monetary default within fifteen (15) business days after receipt of written notice.

b. The Company's failure to perform any other term or condition of this Agreement within thirty (30) days after receipt of written notice from the City, sent to the address of the Company as set forth in this Agreement by certified mail/return receipt requested. No such default will be deemed to exist if the Company has commenced work to cure the default within such thirty (30) day time period, has diligently and forthrightly proceeded with said cure, and is incapable of performing such cure within said thirty (30) day period and if, after the expiration of said thirty (30) day period the Company continues to diligently and forthrightly work until said cure has occurred.

c. The City will be deemed to be in default of this Agreement if it has breached any term or condition of this Agreement and has not cured the same within thirty (30) days after receipt of written notice sent by certified mail/return receipt requested by the Company. However, no such failure to cure will exist if the City has commenced the cure of any default within such thirty (30) day period but has been unable after diligent efforts, to cure said default if after the expiration of the thirty (30) day period the City continues to diligently and forthrightly work until such cure has occurred. No default by the City will enable the Company to withhold rental payments or abate the amount of rental paid for any reason.

23. Assignment and Sub Lease: Company shall have the right to assign, sell or transfer its interest in this Agreement without the approval or consent of City to Company's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or at least 51% of Company's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of merger, acquisition or other business reorganization. Upon notification to City of such assignment, transfer or sale, and upon submission of appropriate information and proof of assignment, Company will be relieved of all future performance, liabilities and obligations under this Agreement. Company may not otherwise assign the Agreement without City's consent, City's consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Agreement, Company may assign, pledge or otherwise transfer without notice or consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Company (i) has obligations for borrowed money or in respect of guarantees thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments or in respect of guarantees thereof. No encumbrances of the Leased Premises or Premises shall be permitted.

24. Notices: Any notice or demand required to be given shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

If to Company: Global Signal Acquisitions III LLC

 Attn: Legal - Real Estate

 2000 Corporate Drive

 Canonsburg, PA 15317-8564

The Company or City may from time to time designate any other address for this purpose by written notice to the other party. All notices shall be deemed received upon actual receipt.

If to City: ABSECON MUNICIPAL COMPLEX
ATTENTION: Business Administrator
500 Mill Rd
Absecon NJ 08201
Telephone: 609-641-0663
Email: jthompson@abseconnj.org

25. Severability: If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain in full force and effect and be binding upon the parties as though the unenforceable provision had been severed and was not contained in this Agreement.

26. Taxes: The Company will pay any property taxes assessed on the Leased Premises or any portion of the same which is directly attributable to the installation of the antenna and equipment at, on or in the Leased Premises. Company shall have the right to protest any tax assessment and City agrees to cooperate with Company in filing the protest of such assessment. Nothing in this paragraph shall be construed as limiting either party's right to contest, appeal or challenge any tax assessment. The Company shall pay any tax assessment directly to the municipality and shall provide the City with proof of payment.

27. Condemnation: In the event the City receives notification of any condemnation proceedings affecting the Premises, the City will provide notice of the proceedings to the Company within ten (10) business days. If a condemning authority takes all of the Premises or a portion sufficient, in Company's reasonable determination, to render the Leased Premises unsuitable for Company, this Agreement will terminate as of the date the title vests in the condemning authority. All parties will have rights granted to them pursuant to the laws

of the State of New Jersey and the United States of America in the event of any condemnation of the Leased Premises. The Company specifically relieves the City from any liability in the event that the antennae and equipment placed at the Leased Premises cannot operate as the result of condemnation by a governmental authority.

28. Casualty: The City will provide notice to the Company of any material casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of Company's equipment or antennas at the Leased Premises is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Company's sole determination, then Company may terminate this Agreement by providing written notice to the City, which termination will be effective as of the date of such damage or destruction. Upon such termination, the Company will be entitled to collect all insurance proceeds payable to the Company on the account thereof and to be reimbursed for any prepaid Rent on a pro-rata basis. To the extent that any casualty is caused solely by the negligence or intentional misconduct of Company, Company will be responsible for any loss incurred by the City to any of the property of the City or for any loss of life or personal injury resulting therefrom.

29. No Brokerage: Both parties acknowledge that no broker has been used for this transaction and no broker fee is due and owing to any party.

30. Cooperation: The Company agrees that it will take any and all steps necessary and cooperate with any employees or officials of the City or any outside contractors hired on behalf of the City who may be performing any work at the communications tower.

31. No Oral Amendment: This Agreement cannot be amended, modified or revised unless done in writing and signed by each of the parties hereto.

32. Waiver: To the extent that the City or the Company does not enforce any of their rights pursuant to this Agreement, the non-enforcement of said rights shall not be

considered a waiver of the right of the City or the Company to enforce any provision or clause of this Agreement at any future time.

33. Benefit: The terms and conditions contained in this Agreement will be binding on the parties and their respective heirs, executors and administrators.

34. Entire Agreement: This Agreement and the exhibits which may be attached hereto, and the bid specifications referenced herein, are the entire Agreement between the parties and will supersede any and all other oral negotiations or agreements.

35. Governing Law: This Agreement shall be governed and construed according to the laws of the State of New Jersey.

36. Structural Integrity: The City makes no representation regarding the structural integrity of the site and the burden of investigating the same to determine that the structural integrity is sufficient to hold the antenna and other equipment as proposed by the Company shall rest solely on the Company. The Company indemnifies and holds harmless the City in this respect.

37. Additional Tower Maintenance: To the extent that the location of the antenna or equipment by the Company disturbs any painted surfaces, or causes any rust or blistering, on the exterior of the tower the Company will be responsible for taking any and all steps to correct said deficiency and paint said area in a color which matches exactly the color of the tower at the time of such repair.

38. Temporary Removal: If the Company determines that it is necessary for the purpose of maintenance of the communications tower to temporarily remove the antennae or equipment on the tower, then the City shall cooperate with the Company and, unless the City chooses to remove its own equipment, the Company shall be responsible for the removal and replacement of said antenna and equipment (including for any antenna or equipment

owned by the City or any other governmental entity authorized to use the tower) at no cost to the City. Such removal shall be done in conjunction with the work to be performed on the tower and, if the City chooses to remove its own equipment, shall in no event shall occur less than sixty (60) days after written notification that removal is necessary is forwarded to the City by Company. To the extent that Company can perform any maintenance without needing to remove the City's equipment, it shall do so, to avoid the expense of removing and re-installing the City's equipment; but may require that the City's equipment be temporarily relocated to other locations on the tower structure. If both parties determine that keeping the City's equipment and antennas on the structure during maintenance is not feasible, Company shall be allowed to bring a temporary cell site on wheels ("COW") on the Premises for no additional rent or fees, to which the City's antennas, together with the Company's other customers' antennas, can be relocated during maintenance. The COW shall remain until the Company can place all such antennas and equipment back onto the tower structure.

39. Proper Grounding: All antennae installed by the Company shall be properly grounded to protect from lightning strikes and further shall be certified by an engineer to be capable of withstanding wind velocity which may occur due to storms or hurricanes.

40. Qualified Personnel: The Company shall use only qualified workers for installation, maintenance and operation of the antenna and equipment, and all such work shall be performed in a diligent and workmanlike fashion and at a minimum shall comply with any and all regulations, statute, codes, standards or other laws governing the same.

41. Non-Discrimination: During the performance of this Agreement the Company agrees as follows:

a. The Company, where applicable, will not discriminate against any employee or applicant for employment because of age, race, color, national origin, ancestry,

marital status, sex, affectional or sexual orientation. The Company will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available employees and applicants for employment, notices to be provided by the Public Agency Contracting Officer setting forth provisions of this nondiscrimination clause.

b. The Company, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

c. The Company, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contracting or understanding, a notice, to be provided by the Public Agency Contracting officer, advising the labor union or workers' representative of the Company commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Company, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

e. The Company agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by

Section N.J.A.C. 17:27-5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The Company agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Company agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

h. The Company agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and to conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and all applicable Federal court decisions.

i. Company shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation

pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

42. Controlling Document: In the event any discrepancies occur between this Agreement and the Bid Documents, the language in this Agreement shall control.

(SEAL)

MAYOR OF
THE CITY OF ABSECON

Attest: _____ By: _____

Date _____ Date: _____

(SEAL)

GLOBAL SIGNAL ACQUISITIONS III LLC,
a Delaware limited liability company

By Amanda

Title: Manager Real Estate

Date: 3.5.2024

CITY OF ABSECON

RESOLUTION 60-2024

**A RESOLUTION FOR ABSECON MUNICIPAL COUNCIL TO ENTER INTO
ALL CLOSED SESSIONS ON THIS DATE, PURSUANT TO THE
OPEN PUBLIC MEETINGS ACT, 0N.J.S.A. 10:4-6 ET. SEQ.**

WHEREAS, Counsel has advised that the following items may be excluded from the portion of the Council Meeting pursuant to the exceptions set forth in the Open Public Meetings Act.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Absecon, that the discussion of the following be held in closed session, pursuant to the cited subsections of Section 12b of the Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.); namely subsections:

_____ Matters involving the purchase, lease or acquisition of real property with public funds, the setting of bank rates, or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed;

_____ Protecting the safety and property of the public:

 X Contract negotiations and/or litigation with respect to:

- Contract Negotiation - PBA Ratification
- Possible Litigation

and potential matters of attorney/client privilege relating to the aforesaid matters.

_____ Personnel matters.

AND BE IT FURTHER RESOLVED, that since the discussions are to be conducted in closed session, as permitted in the Act, and may involve questions of attorney/client privilege, it is at this time when, or if, the contents of the discussion may be disclosed.

Dated: January 18th, 2024

**This is to certify that this is a true
Copy of a Resolution adopted by the
Council of the City of Absecon at a
regular meeting held March 7th, 2024**

Attest: _____
Carie A. Crone, RMC, Municipal Clerk

March 5, 2024
03:03 PM

City of Absecon
Bill List By Vendor Id

Page No: 1

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
Range: First to Last Rcvd: Y Held: Y Aprv: N
Format: Condensed Bid: Y State: Y Other: Y Exempt: Y
Vendors: All Include Non-Budgeted: Y
Rcvd Batch Id Range: First to Last

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
A0003	ACUA	24-00141	02/13/24	PARK BENCH	Open	806.62	0.00		
A0005	ABSECON BOARD OF EDUCATION	24-00205	03/05/24	MARCH 2024 SCHOOL PAYMENT	Open	1,034,941.17	0.00		
A0012	AT&T	24-00158	02/14/24	TOWER DUMP- INVESTIGATION	Open	70.00	0.00		
A0016	COUNTY OF ATLANTIC	24-00215	03/05/24	ANN SERV CHG FIRESTONE	Open	540.40	0.00		
A0034	ABSECON CITY PAYROLL ACCOUNT	24-00166	02/15/24	PP4 2/15/24	Open	186,665.45	0.00		
		24-00192	02/29/24	PP5 2/29/24	Open	186,674.69	0.00		
						373,340.14			
A0093	ATL. COUNTY ASSOC. C.O.P.	24-00204	03/04/24	2024 DUES	Open	550.00	0.00		
A0253	ATLANTIC CITY ELECTRIC	24-00213	03/05/24	FEBRUARY 2024 UTILITY	Open	31,975.82	0.00		
B0144	BARRACUDA NETWORKS INC	24-00161	02/20/24	EMAIL PROTECTION	Open	2,205.00	0.00		
C0027	COLLIERS ENGINEERING	24-00187	03/01/24	PROFESSIONAL SERVICES	Open	2,634.65	0.00		
C0029	CROWN TROPHY	24-00211	03/05/24	PLAQUE- ALLEGRETTO	Open	413.59	0.00		
C0098	CROWN CASTLE FIBER LLC	24-00219	03/05/24	MARCH 2024 SERVICES	Open	1,150.00	0.00		
C0124	CORELOGIC TAX SERVICES, LLC	24-00208	03/05/24	REFUND OVERPAID TAXES	Open	1,719.66	0.00		
C0159	C.A.M. CO	24-00178	02/28/24	REPAIRS TO SNOW PLOW	Open	2,411.60	0.00		
C0180	CASA PAYROLL SERVICES	24-00167	02/22/24	PAYROLL PROCESSING PP4 2024	Open	210.50	0.00		
		24-00209	03/05/24	PAYROLL PROCESSING PP5 2024	Open	216.30	0.00		
						426.80			

March 5, 2024
03:03 PM

City of Absecon
Bill List By Vendor Id

Page No: 2

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
C0190	CAMDEN COUNTY COLLEGE	24-00190	03/01/24	TRAINING	Open	150.00	0.00		
C0201	COMCAST	24-00173	02/22/24	MONTHLY SERVICES	Open	669.56	0.00		
C0220	MERRILEE CARLSON	24-00168	02/22/24	TRAVEL REIMB.	Open	269.76	0.00		
D0052	DEPOSITORY TRUST	24-00212	03/05/24	BOND INTEREST 3/15/24	Open	100,961.11	0.00		
E0070	ED & GENE'S KING TIRE LLC	24-00191	03/01/24	VEHICLE MAINTENANCE	Open	80.00	0.00		
		24-00220	03/05/24	VEHICLE MAINTENANCE	Open	560.28	0.00		
						640.28			
G0019	GT MID ATLANTIC	24-00159	02/14/24	SERVICE/CUTTING EDGE BACKHOE	Open	1,221.22	0.00		
G0061	GRIMLEY LAW	24-00206	03/05/24	FEBRUARY 2024 PROSECUTOR	Open	1,200.00	0.00		
G0064	GRAINGER	24-00194	03/04/24	REPAIR PARTS	Open	241.46	0.00		
G0132	GCSI SECURITY GROUP	24-00126	02/12/24	ALARM MONITORING FOR PW	Open	324.00	0.00		
H0066	THE HOME DEPOT CREDIT SERVICE	24-00186	02/29/24	SUPPLIES	Open	375.53	0.00		
H0070	HUTCHINSON HEATING AIR/COND	24-00201	03/04/24	REPAIR HEATERS @ PW	Open	4,731.60	0.00		
		24-00216	03/05/24	REPAIRS @ FIREHOUSE	Open	5,332.59	0.00		
						10,064.19			
H0083	HORIZON BLUE CROSS	24-00188	03/01/24	FEBRUARY 2024 DENTAL	Open	3,934.99	0.00		
H0095	KIM HORTON	24-00172	02/22/24	REIMBURSEMENT- BANNER	Open	98.63	0.00		
I0034	INSTITUTE FOR PROFESSIONAL	24-00160	02/14/24	ETHICS WEBINAR 3/27	Open	50.00	0.00		
J0036	J.V. PALMONARI INC	24-00217	03/05/24	FIREHOUSE CONSTRUCTION	Open	7,315.86	0.00		
L0010	L.E.A.D.	24-00135	02/12/24	TRAINING	Open	250.00	0.00		

March 5, 2024
03:03 PM

City of Absecon
Bill List By Vendor Id

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
L0016	FRANK J. LENTZ, ESQ	24-00207	03/05/24	FEBRUARY 2024 PUBLIC DEFENDER	Open	600.00	0.00		
M0021	MCAA OF NJ	24-00164	02/22/24	2024 MEMBERSHIP DUES	Open	50.00	0.00		
M0171	MASTER WIRE MFG, INC	24-00180	02/28/24	SPLIT RAIL FENCE	Open	283.60	0.00		
M0207	MOTOROLA SOLUTIONS	24-00214	03/05/24	BODY-WORN CAMERAS	Open	18,720.00	0.00		B
N0085	NJ STATE ASSOCIATION	24-00094	02/06/24	TRAINING 4/24-4/25	Open	299.00	0.00		
O0001	OLD DOMINION BRUSH CO., INC.	24-00198	03/04/24	PARTS FOR LEAF MACHINES	Open	8,230.96	0.00		
P0001	PRESS OF ATLANTIC CITY	24-00169	02/22/24	LEGAL ADVERTISEMENT	Open	45.24	0.00		
		24-00203	03/04/24	EMS BID NOTICE	Open	36.96	0.00		
						82.20			
P0011	CITY OF PLEASANTVILLE	24-00174	02/22/24	SEWER APRIL-DECEMBER 2023	Open	24,053.72	0.00		
P0014	PEDRONT FUEL CO	24-00170	02/22/24	GASOLINE	Open	130.32	0.00		
		24-00182	02/28/24	DIESEL	Open	409.38	0.00		
						539.70			
P0015	PITNEY BOWES	24-00140	02/13/24	POSTAGE INK	Open	101.99	0.00		
P0063	P.W.A.N.J.	24-00121	02/12/24	2024 PUBLIC WORKS MEMBERSHIP	Open	75.00	0.00		
P0117	PROFORMA	24-00197	03/04/24	SHIRTS & SWEATSHIRT	Open	542.10	0.00		
R0007	REMINGTON & VERNICK ENGINEERS	23-00259	03/17/23	STREETSCAPE ENGINEERING	Open	590.00	0.00		B
		23-01055	09/15/23	2023 ROAD PROGRAM ENGINEERING	Open	2,720.00	0.00		B
		23-01241	10/31/23	SANITARY SEWER FACILITIES	Open	600.00	0.00		B
		24-00218	03/05/24	PROFESSIONAL SERVICES 1/31/24	Open	3,062.50	0.00		
						6,972.50			
R0033	NEW JERSEY REGISTRARS' ASSOC.	24-00071	01/29/24	MEMBERSHIP 2024	Open	25.00	0.00		
		24-00106	02/07/24	MEMBERSHIP 2024	Open	25.00	0.00		
						50.00			

March 5, 2024
03:03 PM

City of Absecon
Bill List By Vendor Id

Page No: 4

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
R0038	RUTGERS, THE STATE UNIVERSITY								
		24-00110	02/07/24	CLASS	Open	1,520.00	0.00		
		24-00111	02/07/24	CLASS	Open	1,129.00	0.00		
						2,649.00			
S0003	STC WATER TREATMENT SERVICE								
		24-00183	02/28/24	FEBRUARY 2024 WATER TREATMENT	Open	104.00	0.00		
S0019	SOUTH JERSEY GAS CO.								
		24-00193	03/04/24	FEBRUARY 2024 UTILITY	Open	4,776.52	0.00		
S0027	SOUTHERN COASTAL REGIONAL								
		24-00162	02/22/24	FEB-MARCH 2024 HEALTH BENEFITS	Open	160,736.00	0.00		
S0158	SITE ONE LANDSCAPE SUPPLY, LLC								
		24-00199	03/04/24	SUPPLIES	Open	27.89	0.00		
T0035	T-MOBILE USA INC								
		24-00156	02/14/24	TOWER DUMP- INVESTIGATION	Open	25.00	0.00		
T0044	TREASURER								
		24-00165	02/22/24	JAN DOG REPORT 2024	Open	43.20	0.00		
T0092	TOSHIBA BUSINESS SOLUTIONS,USA								
		24-00171	02/22/24	COPIER COUNT/MAIN.	Open	675.30	0.00		
T0096	TOSHIBA FINANCIAL SERVICES								
		24-00189	03/01/24	COPIER LEASE 3/9-4/8	Open	414.95	0.00		
U0021	UNITED METHODIST CHURCH								
		24-00175	02/23/24	JANUARY 2024 SENIOR SERVICES	Open	2,289.81	0.00		
V0012	VISION SERVICE PLAN (EA)								
		24-00185	02/28/24	MARCH 2024 SERVICES	Open	234.60	0.00		
V0022	VERIZON								
		24-00184	02/28/24	FEBRUARY 2024 SERVICES	Open	149.67	0.00		
V0035	VAL-U AUTO PARTS								
		24-00200	03/04/24	SUPPLIES	Open	199.71	0.00		
W0008	WILENTZ, GOLDMAN & SPITZER, PA								
		23-01362	12/07/23	PROFESSIONAL SERVICES	Open	10,211.19	0.00		
W0044	WASZEN BROTHERS								
		24-00195	03/04/24	MEADOWVIEW/REED BAY P/S	Open	3,150.00	0.00		
Total Purchase Orders:		70	Total P.O. Line Items:		0	Total List Amount:		1,827,239.65	Total Void Amount: 0.00