

RESOLUTION #51-2022

**AUTHORIZING FIRST AMENDMENT TO LEASE AGREEMENT WITH
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
COMMUNICATION SITE**

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic State of New Jersey and Cello Partnership d/b/a Verizon Wireless (hereinafter "Licensee") entered into a Lease Agreement dated March 20, 2014, by which the City currently licenses to Licensee certain space on the ground and on the City's water storage tank (the Tank) (Collectively, the "Premises") at the City's property located on Block 507.02, Lot 14 with the right of way on Amherst Avenue on the Official Tax Maps of Margate City (the "Property"); and

WHEREAS, the City and Licensee desire to amend the Lease in order to modify Licensee's equipment on the Tank;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree to amend the Lease as follows:

1. Exhibit A to the Lease, which sets forth the equipment Licensee is entitled to install on the Tank, is hereby deleted in its entirety and replaced with Exhibit B, attached hereto and made a part hereof. In the event of any discrepancy between Exhibit A and Exhibit B, Exhibit B shall control.
2. Effective on the earlier to occur of a) the first day of the month following commencement by Licensee of installation of additional equipment; or b) May 1, 2022, the Rent shall increase by \$300.00 per month to \$2800.00 per month (\$33,600.00 annually). The Rent shall continue to escalate in accordance with the Lease.
3. Except as expressly set forth herein, all other terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, and the parties hereby confirm and ratify such terms and conditions and agree to perform and comply with the same. In the event of a conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall be controlling.
4. The Lease and this First Amendment contain all agreements, promises or understandings between the parties and no verbal or oral agreements, promises or understandings shall be binding upon the parties in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease or this First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the First Amendment.
5. Capitalized terms that are used in this First Amendment but not defined herein shall have the meaning given such terms in the Lease.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey hereby approve and authorize the

Mayor and City Clerk to execute this first amendment to lease agreement: Communications Site between the City of Margate City and Cellco Partnership d/b/a Verizon Wireless.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the following:

1. Lisa McLaughlin, Chief Financial Officer
2. Fred Verna, Director of Systems Management
3. Cellco Partnership d/b/a Verizon Wireless

ROLL CALL:

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Becker			X			
Amodeo		X	X			
Blumberg	X		X			

DATE: February 17, 2022

CERTIFICATION

I, Johanna Casey, Clerk of Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on February 17, 2022 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.


Johanna Casey, RMC, City Clerk