

CITY OF VINELAND

RESOLUTION NO. 2019- 498

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER TWO TO THE SITE AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND CELLCO PARTNERSHIPS d/b/a VERIZON WIRELESS FOR COMMUNICATIONS ANTENNA ARRAY LOCATED AT 600 E. PEAR STREET WATER TOWER.

WHEREAS, the City Council of the City of Vineland (hereinafter “City”) adopted Ordinance No. 2011-14 authorizing the execution of a Lease Agreement with Cellco Partnership d/b/a Verizon Wireless (hereinafter “Verizon”) for lease of a portion of City owned property located at 600 E. Pear Street, Block 3008, Lot 21, and same was amended by Amendment No. 1, as approved by Resolution No. 2015-324; and

WHEREAS, Verizon has requested an amendment to the Agreement to permit Verizon to add, modify and/or replace equipment in order to be in compliance with any present federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, in consideration of the aforementioned modification, Verizon shall pay a monthly rental increase of Two Hundred (\$200.00) Dollars; and

WHEREAS, the Superintendent of the Water Utility has recommended the execution of this Amendment; and

WHEREAS, the City Council finds it to be in the best interests of the City to authorize the amendment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and City Clerk are authorized to execute Amendment Number Two to Lease Agreement with Cellco Partnership d/b/a Verizon Wireless, for Communication Antenna located at 600 Pear Street Water Tower in the form and substance attached hereto and made a part hereof.

Adopted: \_\_\_\_\_

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Vineland, 640 E. Wood Street, Vineland, New Jersey 08360 (the "City") and Cellco Partnership d/b/a Verizon Wireless, a Delaware General Partnership, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the "Carrier"). City and Carrier are at times collectively referred to hereinafter as the "Parties" or individually as the "Party

**WITNESSETH**

**WHEREAS**, on or about December 1, 2011 and April 21, 2015, City and the Carrier entered into a certain Lease Agreement and First Amendment to the Communications Antenna Site Lease Agreement respectively (collectively "Lease Agreement") pursuant to which City granted to Carrier the right to use a certain water tower facility for the operation by Carrier for a wireless communications facility; and

**WHEREAS**, City and Carrier have agreed that Carrier shall be granted the right to modify its wireless communications facility as more particularly set forth herein; and

**WHEREAS**, in consideration for the right granted to Carrier to modify its wireless communications facility, the rent pursuant to the Lease Agreement, shall be adjusted as herein set forth.

**NOW, THEREFORE**, for good and valuable consideration acknowledged to having been exchanged and received by the other pursuant to this Amendment, and the foregoing recitals incorporated into the body of this Amendment by reference, the Parties intending to be legally bound covenant and agree as followed:

1. The site, as defined in the Lease Agreement, leased by the City to the Carrier, as more particularly set forth originally on Exhibits A and A-1 to the Lease Agreement, is hereby amended by Exhibit A-2 attached hereto and made a part hereof.

2. In consideration for the right to modify the wireless communications facility, as more particularly set forth on Exhibit A-2 attached, the annual rent to be paid by the Carrier to the City shall be increased by the sum of Two Thousand, Four Hundred and 00/100 Dollars (\$2,400.00) on the Effective Date as herein defined. The Effective Date is the date Carrier commences installation of its modification to the wireless communications facility ("Effective Date"). The City and Carrier shall verify in writing the date of commencement of installation. The rental increase, as set forth in this paragraph, shall be pro-rated from the Effective Date to the succeeding Commencement Date of the Lease Agreement, and the pro-rated amount shall be paid within sixty (60) days of the Effective Date. The increased rent, as set forth herein, shall be subject to the annual fee adjustments pursuant to Paragraph 3 of the Lease Agreement.

Verizon Site: VIN DWTN Vineland/LC#249036  
Attorney/Date: Richard L. Schneider, Esq./10-18-19

3. All other terms and provisions of the Lease Agreement not inconsistent with this Amendment shall remain in full force and effect. In the event of any inconsistencies between the terms and provisions of the Amendment and those of the Lease Agreement, the terms and provisions of this Amendment shall be deemed to supersede and govern any such inconsistencies.

**IN WITNESS WHEREOF**, the City and the Carrier have caused their duly authorized representatives to execute this Agreement.

**CITY:**  
City of Vineland

\_\_\_\_\_  
Attest  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CARRIER**  
Cellco Partnership d/b/a Verizon Wireless

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon Site: VIN DWTN Vineland/LC#249036  
Attorney/Date: Richard L. Schneider, Esq./10-18-19

**EXHIBIT A-2**

**(SEE ATTACHED)**