

RESOLUTION 2023-174

AUTHORIZING A SHORT-TERM LEASE AGREEMENT BY AND BETWEEN THE TOWNSHIP OF FLORENCE AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY TO ALLOW THE INSTALLATION OF A MOBILE SUBSTATION ON TOWNSHIP OWNED PROPERTY KNOWN AS BLOCK 160.01, LOT 19 AND LOCATED AT 2063 BUSTLETON ROAD

WHEREAS, the Township of Florence (Township) is the owner of a certain property located in the Township of Florence, County of Burlington, State of New Jersey known as Block 160.01, Lot 19, located at street address: 2063 Bustleton Road, Florence Township; and

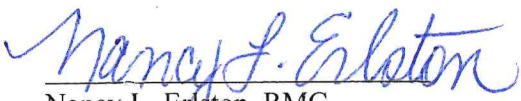
WHEREAS, Public Service Electric and Gas Company (PSEG) proposes to occupy the subject property for the purpose of the temporary installation, operation and maintenance of a 26kV/13kV Mobile Substation as outlined in the Lease Agreement (see Schedule A); and

WHEREAS, Florence Township grants PSEG the right to use and occupy the "leased Property" for a period of two (2) months, beginning August 15, 2024 and termination on October 15, 2025. PSEG may extend this lease for nine (9) additional one (1) month extensions with fifteen (15) days prior written notice to the Township; and

WHEREAS, A one-time lump sum payment of \$7,000.00 for two (2) months. If required, the rent for the additional months would be \$3,500.00 per month.

NOW, THEREFORE BE IT RESOLVED, that the short-term lease agreement between the Township of Florence and PSEG is hereby approved.

I, **NANCY L. ERLSTON**, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of the Resolution approved by Township Council at their September 4, 2024 meeting.


Nancy L. Erlston, RMC
Township Clerk

Note: This resolution approves a short term lease agreement between the Township and PSEG.

LEASE AGREEMENT

THIS AGREEMENT (the "Lease"), made this 4th day of September 2024, between TOWNSHIP OF FLORENCE, located at 711 Broad Street, Florence, New Jersey 08518, hereinafter called "LESSOR" and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a Corporation of the State of New Jersey, having its principal office at 80 Park Plaza, Newark, New Jersey, hereinafter called "LESSEE".

WITNESSETH:

WHEREAS, Lessor is the owner of a certain property located in the Township of Florence, County of Burlington and State of New Jersey, commonly known as Block 160.01, Lot 19, located at street address: 2063 Bustleton Road, Florence Township (herein referred as "the Leased Premises"); and

WHEREAS, Lessee desires to lease land at the "Leased Premises"; for a one-time payment, in the amount of \$7,000.00 for a time period beginning retroactively August 15, 2024 to October 15, 2024; and

WHEREAS, Lessor agrees to allow Lessee to occupy area for the purpose of the temporary installation, operation, and maintenance of a 26kV/13kV Mobile Substation as designated on Exhibit "A", hereinafter referred to as the "Leased Premises", which is attached to and made part of this Lease Agreement and as further defined in this Lease;

NOW, THEREFORE, for the purposes set forth above and the recitals and mutual promises contained herein and for the further consideration of SEVEN THOUSAND DOLLARS (\$7,000.00) [the "Rent"], payable without setoff, deduction, notice or demand, on September 5, 2024, which the Parties acknowledge constitutes good and valuable consideration, the Parties agree as follows:

1. Lessor hereby grants to Lessee the right to use and occupy the "Leased Premises", as described above for a period of two (2) months, beginning August 15, 2024 and terminating on October 15, 2024 (the "Term"). Lessee may extend this Lease for nine (9) additional one (1) month extensions with fifteen (15) days prior written notice to Lessor for the Rent amount of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) per additional month. All terms and conditions of this Lease will remain in full force and effect.

2. It is understood and agreed that, commencing on the first day of the Term, the Rent shall be paid to the order of Township of Florence located at 711 Broad Street, Florence, New Jersey 08518.

3. If applicable, Lessee's parking vehicles, if required, shall comply with the regulations and requirements of the Board of Fire Underwriters and every public or governmental body exercising control over the Leased Premises, and secure and pay for all necessary governmental permits or consents and shall comply with all governmental regulations all at Lessee's own cost and expense.

4. Lease activities being done by the Lessee, its employees, agents, contractors and/or subcontractors or assigns, shall be performed in accordance with all provisions of the New Jersey Statute commonly known as the "High Voltage Proximity Act, codified at N.J.S.A. 34:6-47.1 to 47.9 inclusive, as amended and supplemented, concerning safety precautions to be taken in the proximity of certain electric conductors installed above ground, and in accordance with all rules and regulations promulgated by the Commissioner of Labor and Industry of New Jersey. Such work shall also be in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and all applicable rules and regulations issued there under, potentially including but not limited to 29 CFR 1926.550 and in accordance and in compliance with the latest edition of the National Electrical Safety Code and applicable building codes.

5. Lessee, for itself, its agents, contractors, employees, successors or assigns, agrees to assume all risks of and liability for and to defend, indemnify, protect and hold harmless and hereby releases Lessor, its successors and assigns, and each of its members, managers, officers, agents, servants, employees, contractors and subcontractors, (each an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all liability, losses, injuries, deaths, claims, demands, actions, suits, judgments, damages, including damage or injury to real or personal property, including threatened or actual environmental harm, costs, expenses (including reasonable attorneys' fees), civil penalties and fines which, in any way, arise out of or are based on, related to or connected with the activities, work and/or use and occupancy of the Leased Premises or any violation of any applicable codes, regulations, statutes, ordinances, orders, directives or standards by Lessee or any agent officer, servant, employee, lessee, invitee, contractor, successor, assignee or agent of Lessee, except if caused solely by the negligent act or omission of an Indemnified Party. Lessee does release, indemnify and hold harmless the Indemnified Parties from any and all liability and potential liability under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sec. 9601, et seq., the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq., or similar theories of liability which may arise as a result of activities, work and/or use and occupancy of the Leased Premises relative to the within document.

6. Lessee shall not sublet, assign or transfer this Lease, or any of its rights hereunder, to anyone without the written consent of Lessor, such consent to be given at Lessor's sole discretion. Any Assignment or Sub-Letting without Lessor's previous written consent shall be void.

7. Lessee expressly understands and agrees that any review of Lessee's plans or specifications, comments thereon, or monitoring of Lessee's work shall not constitute or be construed as an approval of such plans or representation or warranty on the part of Lessor as to the adequacy or propriety of such plans or specifications or the methods of work, nor shall Lessor be deemed to have assumed any liability to Lessee or to any third party by reason of such review.

8. Lessee shall utilize the Leased Premises exclusively as depicted on Exhibit A, to lease land at the "Leased Premises." Lessor assumes no responsibility or liability in connection with any law, ordinance, rule or regulation of any public or governmental body that may limit, affect, regulate or prohibit the use of that area of the Leased Premises for the

purposes aforesaid. Lessor makes no representations or warranties concerning the condition of the Leased Premises. Lessor shall have no responsibility or liability for any claims, injuries or delays that may arise from any chemical or environmental hazards at or near the Leased Premises. Lessee agrees that it shall obtain any zoning permits, if any, as well as a Certificate of Continued Occupancy, if required by the Township of Florence, at Lessee's sole cost and expense.

9. Lessor shall, at its expense, provide Fire-Extended Hazard All-Risk Casualty Insurance for the building and improvements situated on the Leased Premises, of which the Premises form a part. Lessee shall, at its sole cost and expense, provide Comprehensive General Liability Insurance for the demised Premises and its operations and the operations of any assignee or sub-tenant in amounts as from time to time satisfactory to Lessor, but, in no event, an amount less than that shown on the attached Certificate of Insurance for injuries, including accidental death, and property damage Ten Million Dollars (\$10,000,000.00) for injuries, including accidental death and property liability insurance in an amount not less than five Hundred Thousand (\$500,000.00). Lessee agrees to hold the Indemnified Parties harmless for all claims against the Indemnified Parties resulting from actions of Lessee's Employees, Agents and Subcontractors as outlined herein and Lessor shall be named as an Additional Insured on the insurance coverage maintained by Lessee. Lessee shall furnish Lessor with appropriate Certificates of Insurance evidencing the aforesaid insurance coverage. See Exhibit "B" indicating that PSE&G (Lessee) is Self-Insured.

10. If any damage to any facility of Lessor results from or in any way arises out of Lessee's work, activities, entry or subsequent use, it shall be repaired promptly by Lessee at the sole cost and expense of Lessee.

11. If Lessee shall fail to keep and perform any of the covenants by it to be kept and performed, then and in any such event, then Lessor shall be entitled to exercise all rights and remedies available to it in law or equity and at Lessor's reasonable discretion, Lessor may declare that Lessee's rights to possession of the Leased Premises under this Lease Agreement terminated upon providing thirty (30) days written notice to Lessee, but such termination shall not release Lessee from any damages arising from such failure.

12. This Lease Agreement and any subsequent agreement shall be construed in accordance with the laws of the State of New Jersey, and any disputes arising in connection with this Lease Agreement shall be submitted to a court of competent jurisdiction within the County of Burlington, in the State of New Jersey. The Lease Agreement shall not be recorded.

13. All notices required under this Lease shall be in writing and shall be transmitted by Certified Mail/Return Receipt Requested or by recognized overnight delivery carrier to each party at the address for that Entity first written above. Additionally, as for Lessee, copies of any and all notices shall be emailed to pseg-leaseadmininvoices@pseg.com.

14. Lessee shall be solely responsible for the payment of all separate metered utilities.

15. Lessor shall be solely responsible for all snow and ice removal for the sidewalk and parking lot at the Leased Premises.

Signature Page to Follow

IN WITNESS WHEREOF, Lessor has caused this agreement to be signed by its proper officer or agent thereunto duly authorized and Lessee has signed the same as of the day and year first aforesaid.

LESSOR:
TOWNSHIP OF FLORENCE

By: *Kristan Marter*

Printed Name: Kristan Marter

Title: Mayor

Date: 9/4/24

LESSEE:
PUBLIC SERVICE ELECTRIC AND GAS COMPANY
By: PSEG Services Corp., its Agent

By: *Malgorzata Preus*

Malgorzata Preus

Principle Real Estate Consultant

EXHIBIT A



EXHIBIT B

Nicole Gagliardotto
Manager – Insurance & Risk
80 Park Plaza, T17
Newark, NJ 07102



PSEG

We make things work for you.

CERTIFICATE OF INSURANCE ISSUED TO:

**Township of Florence
711 Broad Street
Florence, New Jersey 08518**

**PSEG Services Corporation certifies that the following insurance programs
are in force as respects**

**RE:
Lease Agreement
Block 160.01, Lot 19**

TYPE OF INSURANCE	COMPANY	LIMITS OF LIABILITY
GENERAL LIABILITY AUTO LIABILITY/PHYSICAL DAMAGE EXCESS LIABILITY POLLUTION LIABILITY	SELF-INSURED	\$ 10 MILLION
WORKERS COMPENSATION	SELF-INSURED	STATUTORY

**The Certificate Holder referenced above is hereby considered an additional insured on the
company's self-insurance program.**

Nicole Gagliardotto

AUTHORIZED SIGNATURE

August 15, 2024

DATE