

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND
THE BOROUGH OF MILLTOWN FOR
A FACILITY USE AGREEMENT FOR USE BY THE MUNICIPAL COURT**

WHEREAS, the North Brunswick Municipal Court, located in the *Municipal Complex*, has the responsibility for processing motor vehicle and parking tickets, minor criminal offenses, municipal ordinance violations and other offenses; and

WHEREAS, in September of 2021, a significant amount of water penetrated the *Municipal Complex* from Hurricane Ida, causing major damage to the structure, including the interior, currently undergoing restoration; and

WHEREAS, professionals engaged in the restoration of the *Municipal Complex* have provided a preliminary estimate for project completion by the fall of 2023; and

WHEREAS, the Township of North Brunswick (“North Brunswick”) has a need for temporary space in which its Municipal Court can facilitate court hearings for said matters; and

WHEREAS, the Borough of Milltown (“Milltown”) is willing to provide North Brunswick use of their Council Chambers within its Borough Hall, located at Washington Avenue, Milltown, New Jersey, on a temporary basis for conducting court hearings; and

WHEREAS, North Brunswick is desirous of making use of the Milltown Council Chambers in its Borough Hall for the aforesaid purpose; and

WHEREAS, North Brunswick has negotiated the attached Memorandum of Understanding with the Milltown for use of the Milltown Council Chambers to facilitate hearings by the North Brunswick Municipal Court.

NOW, THEREFORE, BE IT RESOLVED, the Township Council of the Township of North Brunswick, County of Middlesex and State of New Jersey, hereby authorizes and approves the Memorandum of Understanding between North Brunswick and Milltown for aforesaid services; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute and the Clerk to witness the attached Memorandum of Understanding with Milltown for the aforesaid services, which shall terminate on September 30, 2023, or earlier if either party provides thirty (30) days advance written notice.

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to Legal Form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
LOPEZ				
GUADAGNINO				
ANDREWS				
SOCIO				
DAVIS				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on April 4, 2022.

 Lisa Russo
 Township Clerk

MEMORANDUM OF UNDERSTANDING
FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (hereinafter referred to as the "Agreement") was made on the ___ day of _____, 2022, by and between the Township North Brunswick, a municipal corporation of the State of New Jersey, with offices located at Herman Road, North Brunswick, New Jersey 08902 (hereinafter referred to as "North Brunswick"), and the Borough of Milltown, a municipal corporation of the State of New Jersey (hereinafter referred to as "Milltown"), with offices located at 39 Washington Avenue, Milltown, New Jersey 08850.

WITNESSETH:

WHEREAS, as a result of the flooding which occurred on or about September 1, 2021, the Municipal Building in North Brunswick in which the North Brunswick Municipal Court conducted hearings was damaged and is currently unable to be occupied;

WHEREAS, North Brunswick has a need for temporary space in which its Municipal Court can conduct hearings until such time as the North Brunswick Municipal building is repaired or replaced; and

WHEREAS, Milltown is willing to provide the Council Chambers within Borough Hall located at 39 Washington Avenue, Milltown, New Jersey (hereinafter "Borough Hall"), on a temporary basis for the conducting of hearings by the North Brunswick Municipal Court until

WHEREAS, North Brunswick is desirous of making use of the Council Chambers in Borough Hall for the conducting of hearings by the North Brunswick Municipal Court;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. USE OF COUNCIL CHAMBERS.

Milltown will make the Council Chambers in Borough Hall available to North Brunswick for the conducting of hearings by the North Brunswick Municipal Court upon the terms and conditions set forth in this Agreement.

2. NO PAYMENT FROM NORTH BRUNSWICK TO MILLTOWN.

The provision of the Council Chambers in Borough Hall to North Brunswick pursuant to this Agreement shall be at no cost to North Brunswick. However, upon request, North Brunswick agrees to reimburse Milltown for any additional costs incurred by Milltown resulting from the use of the Council Chambers in Borough Hall pursuant to this Agreement, including, janitorial services and utility services.

3. DURATION OF AGREEMENT.

This Agreement shall be effective on the date and continue until September 30, 2023.

4. DATES AND HOURS OF USE.

When not already scheduled for use by Milltown, North Brunswick shall be permitted to use the Council Chambers on a periodic basis during the term of this Agreement, *with notice to the Milltown Court Administrator*

6. INSURANCE.

North Brunswick represents that it maintains General Liability; and all other necessary insurances related to the use of the Council Chambers in Borough Hall for the conducting of hearings for the North Brunswick Municipal Court pursuant to this Agreement. Simultaneous with the execution of this Agreement, North Brunswick shall provide Milltown with Certificates of Insurance for the relevant policies; and shall provide that Milltown is named as an additional insured on such policies. The type and coverage of the insurances provided shall be subject to the review and approval by Milltown, in its sole discretion.

7. EMERGENCIES.

In the event of any emergency and upon reasonable notice to North Brunswick, Milltown shall be permitted to cancel the use of the Council Chambers in Borough Hall for one or more days on a temporary basis.

8. TERMINATION.

This Agreement may be terminated by either party upon thirty (30) days' advance written Notice.

North Brunswick agrees to provide all necessary security during the use of the ~~facilities~~ when utilizing the courtroom facilities. This includes 2 officers, one to man the metal detector one ~~to~~ inside the courtroom at all times when Court is in session

9. EXCUSED PERFORMANCE.

Milltown agrees to use its best efforts to provide the use of the Council Chambers in Borough Hall pursuant to the terms of this Agreement. Milltown shall not, however, be liable to North Brunswick for any direct, indirect, or consequential damages, or for any costs or fees, including attorney fees, in the event it does not make the Council Chambers available to North Brunswick, pursuant to this Agreement

10. INDEMNIFICATION.

North Brunswick shall completely defend, indemnify, protect and hold harmless Milltown from any and demands for costs, expenses, liability, losses, claims, suits and proceedings of any nature whatsoever in connection with this Agreement.

11. NOTICES.

All notices under this Agreement shall be in writing and shall have been properly served only if sent by Certified or Registered Mail, Return Receipt Request, postage prepaid.

To Milltown at:

BOROUGH OF MILLTOWN
c/o Borough Administrator
39 Washington Avenue
Milltown, New Jersey 08850
Telephone: (732) 828-2100, ext. 122
Email: jlarrison@milltownboro.com

With a copy to:

Peter A. Vignuolo, Esq.
Clarkin & Vignuolo, P.C.
86 Washington Avenue
Milltown, New Jersey 08850
Telephone: (732) 981-0808
Email: pvignuolo@verizon.net

To North Brunswick at:

TOWNSHIP OF NORTH BRUNSWICK
c/o Business Administrator
710 Hermann Road
North Brunswick, New Jersey 08902
Telephone: (732) 247-0922, ext. 435
Email:

With a copy to:

Ronald H. Gordon, Esq.
Rainone Coughlin Minchello
55 U.S. Route One South
Iselin, New Jersey 08830
Telephone: (732) 709-4182
Email: rgordon@njrcmlaw.com

12. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws or choice of laws provisions thereof.

12. ENTIRE AGREEMENT; AMENDMENT.

This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. Each party acknowledges that there are no warranties, representations, promises, covenants, or understandings of any kind except those that are expressly set forth in this Agreement. This Agreement may not be amended or modified for any reason without the express prior written consent of North Brunswick and Milltown.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

LISA RUSSO, TOWNSHIP CLERK

TOWNSHP OF NORTH BRUNSWICK

By:

FRANCIS WOMACK, III, MAYOR

ATTEST:

MIMI M. MARLOR, BOROUGH CLERK

BOROUGH OF MILLTOWN

By:

TRINA MEHR, MAYOR