

**ORDINANCE AUTHORIZING THE LEASE OF THE SABELLA PARK ANNEX
TO THE NORTH BRUNSWICK PBA AND SOA LOCAL 160**

WHEREAS, the Township of North Brunswick ("Township") is the owner of land and improvements known as the Sabella Park Annex, located at 1453 Cozzens Lane, and more specifically identified as Lot 17 of Block 158.01 on the Tax Map of the Township of North Brunswick ("Property"); and

WHEREAS, the Property is currently vacant and is adjacent to Sabella Park on Cozzens Lane, which includes a turf field, concession building, playgrounds, and parking lots; and

WHEREAS, the Township is authorized, pursuant to N.J.S.A. 40A:12-15, to enter into a lease with any nonprofit entity if the lease serves a public purpose; and

WHEREAS, the North Brunswick Policemen's Benevolent Association ("PBA") Local 160 and the North Brunswick Superior Officers' Association ("SOA")—non-profit police unions having collective bargaining agreements with the Township—provide services to the community and have proposed to renovate and operate the Property as a base for providing outreach and other services to the youth of North Brunswick; and

WHEREAS, the Township has determined that the operation proposed by PBA and SOA Local 160 at the Property would serve a public purpose, and, as such, the Township may lease the Property to PBA and SOA Local 160 for nominal consideration as allowed by N.J.S.A. 40A:12-14(c); and

WHEREAS, the Township has further determined that it is appropriate to lease the Property to the PBA and SOA Local 160 under the terms and for the purposes stated in the proposed Lease attached hereto as Exhibit A, in compliance with the requirements of N.J.S.A. 40A:12-14(c);

BE IT ORDAINED by the Township Council of the Township of North Brunswick, Middlesex County, State of New Jersey:

SECTION ONE:

1. The lease of the land and improvements known as the Sabella Park Annex, located at 1453 Cozzens Lane, and also known as Lot 17 of Block 158.01 ("Property"), to the PBA and SOA Local 160, for the purpose of operating a base for community outreach to the youth of North Brunswick, is hereby authorized under the terms set forth in the lease attached hereto as Exhibit A.
2. The lease terms and conditions shall be enforced by the Police Director or, in the absence of a Police Director, the highest-ranking sworn officer.
3. Prior to the Township executing the Lease, the PBA and SOA Local 160 shall provide evidence that they are nonprofit entities in good standing with the State of New Jersey, along with evidence of insurance as described in Section 6 of the attached Lease Agreement.
4. The PBA and SOA Local 160 shall submit annual reports as required by Section 24 of the attached Lease Agreement, in accordance with N.J.S.A. 40A:12-14.

SECTION TWO:

If any section, subsection, sentence, clause, or phrase of this Ordinance is deemed unconstitutional or invalid for any reason, such a decision shall not affect the remaining portions of this Ordinance.

SECTION THREE:

All Ordinances of the Township of North Brunswick that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

This Ordinance shall be known and may be cited as the “Ordinance authorizing the Lease of Sabella Park Annex to the PBA and SOA – Local 160 within the Township of North Brunswick”.

Approved Yes No
 Rejected Yes No

 Francis “Mac” Womack III, Mayor
 Township of North Brunswick

Reconsidered by Council _____

Override Vote Yes No

 Council President

 Clerk, Township of North Brunswick

ROLL CALL

First Reading _____

| COUNCIL MEMBER | YES | NO | ABSTAIN | NOTES |
|----------------|-----|----|---------|-------|
| CHEDID | | | | |
| MEHTA | | | | |
| GUADAGNINO | | | | |
| DAVIS | | | | |
| SOCIO | | | | |
| HUTCHINSON | | | | |
| MAYOR WOMACK | | | | |

Second Reading _____

| COUNCIL MEMBER | YES | NO | ABSTAIN | NOTES |
|----------------|-----|----|---------|-------|
| CHEDID | | | | |
| MEHTA | | | | |
| GUADAGNINO | | | | |
| DAVIS | | | | |
| SOCIO | | | | |
| HUTCHINSON | | | | |
| MAYOR WOMACK | | | | |

LEASE AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND THE NORTH BRUNSWICK POLICEMEN’S BENEVOLENT ASSOCIATION “PBA” AND NORTH BRUNSWICK SUPERIOR OFFICERS’ ASSOCIATION LOCAL 160 FOR USE OF A MUNICIPAL BUILDING LOCATED AT SABELLA PARK

This Concession Agreement ("Agreement") is made and entered into on this ____ of October 2024, by and between the Township of North Brunswick, a municipal corporation with offices located at 710 Hermann Road ("Township"), and the North Brunswick Policemen’s Benevolent Association “PBA” Local 160 and North Brunswick Superior Officers’ Association – North Brunswick non-profit police unions.

WHEREAS, the PBA and SOA Local 160 unions have requested the use of Sabella Park Annex located at 1453 Cozzens Lane, Block 17/Lot 158.01 ("Facility") to support its operations and community service initiatives; and

WHEREAS, the Township recognizes the valuable contributions of the Unions to the community and desires to support its continued operation by providing the use of municipal space; and

WHEREAS, the Township has determined that granting the Unions access to the Facility for a limited term, subject to certain conditions, serves the public interest;

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

1. Term of Agreement

The Township hereby grants the Unions a concession to utilize the Facility for a period of five (5) years, commencing on November 1, 2024 and expiring on October 31, 2029, unless terminated earlier as provided in this Agreement.

2. Purpose

The Unions shall use the Facility solely for purposes related to its non-profit police union activities, including but not limited to meetings, community outreach programs, and administrative functions. The Unions shall not use the Facility for any for-profit activities or sublease any part of the Facility without prior written approval from the Township.

3. Use of the Facility

- The Unions shall have access to the Facility during regular business hours or as mutually agreed upon by both parties.
- The Unions shall be responsible for maintaining the cleanliness and condition of the Facility during its use. Any damage to the Facility, other than normal wear and tear, shall be repaired at the Unions’ expense.
- The Unions shall be responsible for maintenance and upgrades of the Facility.

- The Unions shall be responsible for obtaining Construction permits for updates/modifications to the building and responsible for all costs associated for said work.
- The Township reserves the right to inspect the Facility periodically to ensure compliance with this Agreement.
- The Unions shall follow the municipal process with the Parks Division for requesting use of Sabella Park facilities, including turf field and concession building.

4. Reporting

- The Unions shall be responsible to annually submit a report to the Police Director or, in the absence of a Police Director, the highest-ranking sworn officer, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

5. Rent and Fees

- In consideration of the Unions' non-profit status and community service activities, the Township grants this concession at no cost to the Unions for the term of this Agreement.
- The Unions shall be responsible for any cable and data network utilities, custodial services, security and other operational expenses related to its use of the Facility, unless otherwise agreed upon by the Township.
- The Township shall be responsible for water, sewer, electrical, and gas utility billing.

6. Insurance

The User agrees to provide a Certificate of Insurance naming the Township as an additional insured under the User's general liability policy. The insurance coverage shall be for an amount not less than the agreed amount set forth by the Municipal Risk Manager, per occurrence and aggregate. Proof of such insurance shall be provided to the Township prior to the commencement of this Agreement and annually thereafter.

7. Indemnification

The Union agrees to indemnify, defend, and hold harmless the Township, its officials, employees, and agents from and against any and all claims, liabilities, damages, or costs arising from the Union's use of the Facility, except those caused by the Township's negligence.

8. Termination

Either party may terminate this Agreement upon ninety (90) days' written notice to the other party. The Township may terminate this Agreement immediately in the event of the Union's violation of any terms herein, misuse of the Facility, or any other cause that threatens public safety or welfare.

9. Compliance with Laws

The Union shall comply with all applicable federal, state, and local laws, ordinances, and regulations during its use of the Facility.

10. Amendments

This Agreement may only be amended in writing, signed by both parties.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any prior agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWNSHIP OF NORTH BRUNSWICK

By: _____
Mayor Francis Womack, III

Attest: _____
Lisa Russo, Municipal Clerk

PBA Local 160

By: _____
Fedor Salvador-Romero, PBA Union President

SOA Local 160

By: _____
Sgt. John Strzykalski, SOA Union President