

**CITY OF BETHLEHEM  
COMMUNICATION SITES LEASE AGREEMENT**

This Communications Site Lease Agreement (Agreement) is made by and between the CITY OF BETHLEHEM, doing business at 10 East Church Street, Bethlehem, Pennsylvania, 18018 (hereinafter referred to as "Lessor")

AND

NORTHAMPTON COUNTY, doing business through the Northampton County Emergency Management Services at 100 Gracedale Avenue, Nazareth, Pennsylvania, 18064 (hereinafter referred to as "Lessee") is hereby effective in accordance with the following terms:

1. Demised Premises -

- A. The Lessor owns certain real property located as more fully described on Exhibit A attached hereto and incorporated herein by reference and hereinafter referred to as the "Demised Premises," except the premises identified as the "Water Tank" which the City leases and is more specifically addressed in "B", below. Lessor hereby grants permission to Lessee to install and/or operate radio communications equipment as described in Exhibit B attached hereto and incorporated herein by reference, including reasonable substitutes and replacement equipment during the life of this Agreement. Lessor shall make reasonable modifications to Demised Premises at Lessee's request that may include erection of partitions, moving of heating and air conditioning ducts, and special security provisions. The cost of any such modifications shall be borne by Lessee. Lessee or its authorized agents or contractors shall be provided with twenty-four (24) hour access to its equipment located on the Demised Premises.
- B. The Lessor leases that portion of the Demised Premises identified as the "Water Tank" on Williams Street in Bethlehem. Said premises are owned by the Bethlehem Authority. City occupies the premises pursuant to a lease agreement between the Authority and the City dated January 1, 1992 as amended through the Eighth Supplemental Contract and Lease dated September 1, 2014 extending the lease term through November 15, 2032. City will secure the necessary permission from the Authority to enter into this Lease for the Water Tank. This Lease will constitute a Sublease of the Water Tank between the City and County. The required permission shall be secured through the Bethlehem Authority board's consenting to City's entering this Lease with the County. This Lease Agreement is contingent upon the Authority board granting such permission which shall be confirmed by correspondence from the Authority solicitor that such permission was granted upon formal vote by the board.

2. Electricity - Lessor shall provide electric power for the Lessee's communications equipment at no cost as part of this lease. This shall include both normal utility power and emergency generation capabilities. The cost of any modifications required for the Lessee's communications equipment shall be borne by the Lessee, and all such electrical work shall be coordinated and acceptable to the Electrical Bureau, Department of Public Works and approved by the City Electrician.

3. Interference - Lessee shall not install and/or operate any communications equipment and cables/lines between antennas and its equipment which shall interfere with any other existing communications equipment or antennas. Lessor will not lease space on the Tower to any third party whose use of the space would interfere with Lessee's use. The last party locating Communication Equipment at the Demised Premises, including the Lessor and Lessee, shall be responsible for mitigating interference to any equipment already located at the site or, if failing to do so to the satisfaction of the affected party, shall remove the interfering equipment from the site. All communications equipment shall be installed at the Demised Premises in accordance with good and accepted engineering practice.

4. Ingress and Egress to Demised Premises - Lessee shall have a non-exclusive right of reasonable ingress and egress, seven days a week, on a 24 hour basis, by foot or motor vehicle, including trucks, to the Demised Premises for the purposes of maintenance, installation and repairs to the communications equipment. It is agreed, however, that only authorized employees, engineers, agents or contractors of the Lessee, or persons under Lessee's direct supervision, will be permitted to enter the Demised Premises. Lessor may require city personnel to accompany the authorized employee of the Lessee.

5. Term - This Agreement shall commence upon the date of execution by the parties and shall continue for an initial term (the "Original Term") of twenty (20) years as defined below. At the Lessee's option, this Agreement can be extended for two (2) subsequent five (5) year terms. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein unless Lessee terminates this Agreement by providing written notice to Lessor at least ninety (90) days prior to the expiration of the Original Term. Lessor may terminate this agreement at any time prior to the end of a term with one hundred eighty (180) days notice. The Sublease of the Water Tank shall run for a separate term and concurrent with the City's lease term under its agreement with the Bethlehem Authority and any extensions thereof if not terminated by the parties as permitted herein or by the Authority as permitted under the principal lease references in paragraph 1-B, above.

6. Rent - The Lessor shall not charge the Lessee any rent for the Demised Premises for the term of this lease.

7. Permitted Uses - Lessee shall use the Demised Premises for the purpose of installing, maintaining, repairing and operating communication equipment for wireless voice and/or data transmission. The installation and operation of these facilities shall be conducted in accordance with the standards imposed by the Federal Communications Commission, and any other local, state or federal body with authority over such transmission and operation. All improvements shall be at Lessee's expense. Lessee shall use the Demised Premises for no other purpose without the prior written consent of Lessor.

8. Necessity of Permits; Right to Terminate - It is understood and agreed that Lessee's ability to use the Demised Premises is contingent upon its obtaining, all certificates, permits, licenses and other approvals that may be required by any federal, state or local authorities, including without limitation the Federal Communication Commission and the Federal Aviation Administration (the "Permits") to allow Lessee to use the Demised Premises for its intended purposes, as set forth herein. Lessor shall cooperate with Lessee in its efforts to obtain any and all Permits, if requested, and shall take no action which would adversely affect the status of the Demised Premises with respect to the intended use thereof by Lessee. Lessee is hereby given the right to survey, radio coverage test, and conduct other investigations needed to secure the Permits.

In the event that any of the Permits are not granted or issued, are cancelled, expire, lapse or are otherwise withdrawn or terminated (after Lessee's due diligence to maintain the same) or events cause the Demised Premises to be unsuitable to satisfy Lessee's communications system goals or requirements, Lessee shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Lessor. Upon such termination this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement. If Lessee shall terminate this Agreement for any other reason, Lessee shall give Lessor one hundred eighty (180) days written notice.

9. Removal of Lessee's Improvements Upon Termination - Lessor covenants and agrees that no part of the improvements constructed, erected or placed by Lessee on the Demised Premises shall become, or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Demised Premises shall be and remain the property of Lessee. Lessee, upon termination of this Agreement, shall, within 120 days, remove such improvements, including without limitation the communications equipment from the Demised Premises. The Demised Premises shall be returned to a condition that reasonably matches its original condition, reasonable wear and tear accepted.

10. Maintenance of Communications Equipment - Lessee agrees that Lessee communications equipment to be installed in or on the Demised Premises pursuant to this Agreement will be installed, maintained, inspected and tested pursuant to, and Lessee will generally comply with, all applicable rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, all other Federal statutes and rules and all other applicable codes of the city, township, county and state concerned. Lessee and Lessor will accommodate each other as necessary to permit the maintenance of the communications equipment located at the Demised Premises.

11. Maintenance of Demised Premises - Lessor shall maintain the Demised Premises, including all required tower marking and lighting if required, shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration and the Federal Communications Commission, as applicable. Lessor shall maintain buildings in reasonable condition for the intended use by Lessee and shall promptly repair any damage to the Demised Premises.

12. Interference With Intended Use - During the term of this Agreement, and any renewals hereof, Lessor will not enter into a similar lease with any other party if such grant would materially affect or interfere with Lessee's intended use of the Demised Premises. In the event of any material interference, Lessor shall take all steps necessary to immediately correct and eliminate the interference. During the Term of this Agreement, Lessee will not alter its communications equipment in any way, which will cause any material interference with the existing use of the Demised Premises by Lessor or any other tenants of Lessor. In the event of any material interference, Lessee shall take all steps necessary to immediately correct and eliminate the interference.

13. Indemnification - Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, damage, expense, claims or judgements, including reasonable attorneys' fees resulting from injury to person or damage to property resulting from or arising out of the use and or occupancy of the Demised Premises by Lessee if caused by the negligent act or omission of Lessee, Lessee's agents, employees, invitees, or guests during the term of this Agreement. Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, damage, expense, claims, or judgments arising from the use and maintenance of its equipment during the term of this Agreement.

14. Insurance - Lessee covenants and agrees that before the commencement of the Lease Agreement herein provided for, that Lessee is protected by, at minimum, the following types of insurance issued by insurance carriers having an A.M. Best rating of B+ or better:

- (a) Workmen's Compensation Insurance with statutory limits of liability;
- (b) Employer's Liability Insurance;
- (c) Public Liability Insurance, including contractual liability to insure, among other obligations, Lessee's indemnity obligation set forth in Article 14 hereof with limits of liability of \$1,000,000 combined single limit;
- (d) Automobile Liability Insurance with limits of liability of \$1,000,000 combined single limit; and
- (e) Such other insurance, fire or other, as will indemnify and protect City and Lessee insofar as their respective interest may appear.

City of Bethlehem and the Bethlehem Authority and their officers, elected officials, directors and employees shall be named as an additional insureds on public liability insurance contracts in effect during the lifetime of this Agreement, and none of such insurance contracts may be cancelled or materially altered except after thirty (30) days written notice by the insurer to City. Duly authenticated Certificates of Insurance evidencing the required insurance coverage shall be provided to and approved by the City Solicitor prior to the commencement of the Agreement.

15. Default of Lessee - If Lessee defaults in the performance of any covenant or agreement of Lessee herein contained and such default is not cured within thirty (30) days after receipt of written notice by Lessee of such default from Lessor, Lessor may terminate this Agreement upon thirty (30) days' written notice; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Lessor may not terminate this Agreement if Lessee commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

16. Fire or Other Unavoidable Casualty - In the event the Demised Premises or any part thereof shall at any time during the term of this Agreement or any renewal thereof be destroyed by fire or other casualty so as to be unfit for Lessee's occupancy and intended use hereunder and the Demised Premises cannot be restored or rebuilt by Lessor within 120 days, this Agreement shall, at the option of Lessee or Lessor, terminate effective as of the date of such casualty. If the Demised Premises can be restored or rebuilt within 120 days, Lessor shall, with due diligence, restore or rebuild the Demised Premises.

17. Sale of Demised Premises - Should Lessor, at any time during the term of this Agreement, sell all or any part of the Demised Premises, such sale shall be under and subject to this Agreement and Lessee's rights hereunder.

18. Remedies Cumulative - No remedy herein conferred upon or reserved to Lessor or to Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.

19. Assignment and Sublease - No assignment of all or any part of this Agreement by the Lessee or Lessor shall be valid without the prior written consent of other party, which shall not be unreasonably withheld. Neither party may sublease or license any part of the demised premises without permission of the other party; and also of the Bethlehem Authority where the Water Tank is involved.

20. Negotiation - The parties acknowledge that communications equipment, systems, operational requirements and other related matters can be expected to change during the term of this Agreement. As such, at the request of any one party the other party will meet and negotiate changes to this Agreement that may be deemed appropriate.

21. Notices - Any written notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor:	Name:	City of Bethlehem
	Attention:	Director of Emergency Management
	Address:	10 East Church Street Bethlehem, PA 18018

Lessee:	Name:	Northampton County Emergency Management Services
	Attention:	Director of Emergency Management Services
	Address:	100 Gracedale Avenue Nazareth, PA 18064

Notice shall be deemed effective upon receipt. The person to whom and the place to which notices are to be delivered may be changed from time to time by either party by written notice given to the other party.

22. Governing Law - This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania. The exclusive venue for all actions shall be Northampton County, Pennsylvania, only.

23. County Assumed Duty to the Bethlehem Authority - Because of the relative interests and relationship of the Bethlehem Authority and the City of Bethlehem, all liabilities and obligations to the City assumed by the County under this Lease Agreement shall also accrue to the benefit of the Bethlehem Authority which shall be deemed an intended third party beneficiary hereof without exception. County's rights to access and use the premises shall be no greater than City's rights under its lease of the premises with the Bethlehem Authority dated January 1, 1992 as amended through the Eighth Supplemental Contract and Lease dated September 1, 2014 extending the lease term through November 15, 2032.

24. Entire Agreement; Amendment - This agreement contains the entire agreement between the parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made by a writing signed by Lessor and Lessee.

25. Headings - Paragraph headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

26. Successors and Assigns - This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

27. Quiet Title - Lessor covenants and agrees that Lessee, upon performing it covenants herein provided, shall peaceably and quietly have, hold, and enjoy the Demised Premises.

28. Authority to Enter into Agreement - Lessor covenants that Lessor is seized of good and sufficient title and interest to the Demised Premises and has full authority to enter into and execute this Agreement.

29. Changes in Law - In the event that there is a change in Federal law governing FCC licensing for towers under Health and Safety provisions which would materially affect the operation of Lessor's tower, either Lessor or Lessee may seek to re-negotiate the terms of the Agreement or at its election to terminate upon one hundred eighty (180) days notice to the other party.

30. Subordination and Non-Disturbance - This Agreement is subordinate to any mortgage on deed of trust now of record against the sites identified in Exhibit A.

31. Miscellaneous - If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable memorandum of this Agreement.

32. Effective Date - This Lease Agreement shall become effective and binding upon the later of the second party to both fully execute and secure its governing body's approval of the Agreement to the extent such approval may be required by the party.

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement on the dates indicated with their signatures, below.

ATTEST:

\_\_\_\_\_  
Secretary

LESSEE:  
NORTHAMPTON COUNTY

By: \_\_\_\_\_ (Seal)  
Lamont McClure  
County Executive

ATTEST:

\_\_\_\_\_  
George Yasso  
City Controller

LESSOR:  
CITY OF BETHLEHEM

By: \_\_\_\_\_ (Seal)  
Robert J. Donchez  
Mayor

I certify that the within Lease Agreement is needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: \_\_\_\_\_



## **EXHIBIT A - Demised Premises**

The Demised Premises included in this Agreement are:

### **AT BETHLEHEM CITY HALL**

Bethlehem City Hall  
10 East Church Street  
Bethlehem, PA 18018

{ Includes the Parking Garage level equipment room, the penthouse equipment room, also to include access to the roof antenna structure. }

### **AT THE BETHLEHEM ELECTRIC SHOP**

Bethlehem Electric Shop  
247 East North Street  
Bethlehem, PA 18018

{ Includes the 2nd floor equipment room and radio tower structure. }

### **AT THE WATER TANK**

Williams Street Water Tank  
95 William Street  
Bethlehem, PA 18018

{ Includes the equipment building, also to include access to the tank antenna structure. }

### **AT THE SOUTH MOUNTAIN TOWER SITE**

South Mountain Tower Site  
1508 East University Avenue  
Bethlehem, PA 18018

{ Includes the City of Bethlehem equipment room building space (not to include other tenant spaces), also to include access to the tower structure. }

**EXHIBIT B - Communications Equipment**

<b>Location</b>	<b>Item</b>	<b>Model</b>	<b>Serial #</b>	<b>Quantity</b>
<b>City Hall</b>	- 7.14 Network Management Client	HP	SFUG000E	1
	- Terminal Server	4000T	147CBY0026	1
	- Core Backhaul Switch 01		CN57DRR06N	1
	- Core Backhaul Switch 02		CN57DRR0V3	1
	- Core CWR Interface 01		147IRL0203	1
	- Core CWR Interface 02		147IRW0018	1
	- Core Router 01	S6000	147CRX0031	1
	- Core Router 02	S6000	147CRX0032	1
	- Gateway GPRS Service Node	S6000	147CRX0039	1
	- Gateway Router 01	S6000	147CRX0040	1
	- Gateway Router 02	S6000	147CRX0041	1
	- Core LAN Switch 01	T7856A	147CRX0042	1
	- Core LAN Switch 02	T7856A	147CRX0043	1
	- 7.14 Network Archive Server			1
	- Digital Archive Server		877CRX0005	1
	- 7.14 VMS Core 01	M3	280CRX0001	1
	- 7.14 VMS Core 02	M3	280CRX0000	1
	- Juniper Firewall	SSG20		1
	- Juniper Firewall	SSG140	185102015600049	1
	- UEM DMZ Switch	ProCurve	CN816ZT0J1	1
	- UEM Border Router	S6000	147CND1911	1
	Trak Time Sync			1
	KVM Switch 01			1
	KVM Switch 02			1
	Site Controller 01	GCP8000		1
	Site Controller 02	GCP8000		1
	Gateway Router 01	ST2500B		1
	Gateway Router 02	ST2500B		1
	Gateway Router 03	ST2500B		1
	Gateway Router 04	ST2500B		1
	Gateway Router 05	ST2500B		1
	Gateway Router 06	ST2500B		1
	LAN Switch 01	2610		1
	LAN Switch 02	2610		1
MOSCAD SDM ADV 01	F4544A	469SJN000X	1	
MOSCAD SDM ADV 02	F4544A	469SJN003R	1	
MOSCAD SDM	SDM3000		1	
Interplexer	Harris		1	

Location	Item	Model	Serial #	Quantity
South Mountain	Radios w/ Power Supplies	GTR8000		6
	Tower-top Amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Controller 01	GCP8000	5808000DC	1
	Site Controller 02	GCP8000	5808000DI	1
	Prime Router 01	GGM8000	CA155Z87C	1
	Prime Router 02	GGM8000	CA155Z6RX	1
	Prime LAN Switch 01	ProCurve	CN816ZT0CU	1
	Prime LAN Switch 02	ProCurve	CN817ZT1IU	1
	Prime Site Router 01	S6000	147YJM0502	1
	Site Access Router 01	S6000	147YJM0496	1
	Site Access Router 02	S6000	147YJM0473	1
	Sub-Site Router 01	ST2500B	147YJP0326	1
	Sub-Site LAN Switch 01	ProCurve	CN817ZT1HL	1
	Comparator	GCM8000	580800DE	1
	Comparator	GCM8000	580800DG	1
	Comparator	GCM8000	580800DL	1
	MOSCAD SDM ADV 01	SDM3000	580800004	1
	MOSCAD SDM ADV 02	SDM3000	580800PT	1
	CWR INTF Panel 01		147YJM0117	1
	Site Router- Spare	S6000	147YJP0589	1
	Site Router- Spare	S6000	147YJP0679	1
Site Router- Spare	S6000	147YJP0587	1	
Site Router- Spare	S6000	147YJM0524	1	
Williams Street	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Trak 9100 Time Sync	FQSTD		1
	Site Router 01	ST2500B	147YJP0377	1
	Site LAN Switch 01	ProCurve	CN8202T0HX	1
	MOSCAD SDM ADV 01	SDM3000	58080000A	1
	Nfinity UPS		NB1250312600	1

Location	Item	Model	Serial #	Quantity
Electric Shop	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner		FC30824A07FF	1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Router	ST2500B	147YJP0327	1
	Site Router 01	ST2500B	147CND2173	1
	Site Router 02	ST2500B	147CND2174	1
	Site LAN Switch	ProCurve	CN816ZT0CV	1
	LAN Switch 01	ProCurve	CN201ZT004	1
	LAN Switch 02	ProCurve	CN147ZT0N9	1
	Site Controller	GCP8000	5DEY0072	1
	Gateway Router 01	ST2500B	147CND2176	1
	Gateway Router 02	ST2500B	147CND2184	1
	Gateway Router 03	ST2500B	147CND2178	1
	Gateway Router 04	ST2500B	147CND2186	1
	Gateway Router 05	ST2500B	147CND2181	1
	MOSCAD SDM ADV01	SDM3000	58080000E	1
	Back-Up Base Station PD Disp 01	Quantar	255CFZ0146	1
	Back-Up Base Station NCIC 02	Quantar	255CFZ0149	1
	Back-Up Base Station Fire 03	Quantar	255CFZ0151	1
	Back-Up Base Station PubWrks 04	Quantar	255CFZ0150	1
	Back-Up Base Station EMS 05	Quantar	255CFZ0152	1
	Back-Up Base Station	Quantar		1
	Back-Up Base Station	Quantar		1
	Interplexer	Harris	712015	1