

BOROUGH OF RIVERDALE  
COUNTY OF MORRIS, NJ  
PUBLIC NOTICE TO BIDDERS

PUBLIC NOTICE is hereby given that the Borough of Riverdale, in the County of Morris and State of New Jersey, will accept written bids up until 10:00 AM, prevailing time, on Friday, June 17, 2016, at the Borough Hall, Newark Pompton Turnpike, Riverdale, New Jersey, for the license of three parking spaces (hereinafter "spaces") owned by and located in the Borough: 83 Newark Pompton Turnpike for the limited purpose of storing equipment in three parking spaces and the use of an exterior outlet.

The Resolution adopted by the Borough Council on May 25, 2016, authorizing the solicitation of bids for the license of the parcel of land together with the required form of license are on file in the Office of the Clerk of the Borough of Riverdale, Newark Pompton Turnpike, Riverdale, New Jersey. They may be inspected by prospective bidders during office hours and copies thereof are also available upon request and without charge.

The terms and conditions of the license shall be as follows:

1. The minimum acceptable monthly rental bid shall be no less than \$1,000. Monthly rental payments shall be due and payable on the first of each month.
2. A deposit equivalent to two (2) months of the bid rent shall be made at the time of bidding, in cash or by certified check, which said amount shall be held for one or both of the following:
  - a. In the event the successful bidder fails to enter into an executed license within the time set forth herein after the award of bid, said deposit shall be forfeited to the Borough;
  - b. In the event the successful bidder shall sign the license, the deposit shall constitute the first month's rent, and the balance shall constitute security under the license.

3. The license period shall be for two (2) years to commence on the first day July 2016. It may be terminated during the license period by either party upon sixty (60) days' notice.
4. The license shall not be assignable, except with the express permission of the Borough Council, and upon conditions to be set by it. The Council shall not unreasonably deny permission, nor set unreasonable conditions.
5. The successful bidder shall sign a license substantially in the form available for inspection at the office of the Borough Clerk and approved by the Borough Attorney.
6. Said spaces shall not be used for any purpose other than to park up to 3 pieces of equipment, except with the express permission of the Borough Council, and
7. The Licensee shall be responsible for the maintenance and upkeep of the spaces where the equipment is parked. Including but not limited to, snow removal, debris collection and removal, and security for its vehicles.

The Borough reserves the right to reject any and all bids received; to waive informalities in any bid; and to make such awards and take such other action as may be in the best interests of the Borough.

By Order of the Borough Council  
of the Borough of Riverdale

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J. Jalloh, Borough Clerk

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Borough of Riverdale ("Licensor") and \_\_\_\_\_ ("Licensee")

### RECITALS

- A. Licensor owns real property located at known as 83 Newark Pompton Turnpike, Riverdale, New Jersey and also known as Block 26, Lot 21.03 (the "Spaces"); and
- B. Licensee desires to utilize the Spaces for storing back-up power generators; and
- C. Licensor is willing to permit such use by Licensee.

### AGREEMENTS

NOW, THEREFORE, for valuable consideration given, the Parties hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive right to use the Spaces for the purposes specified herein.
2. Use. Licensee, its agents and contractors will have access to and may use the Structure for the storing of up to 3 pieces of equipment.
3. Restrictions on Use. Parking shall be limited to the three spaces only. The spaces cannot be utilized for anything other than the storage of generators within the three spaces.
4. Maintenance. The Licensee shall be responsible for maintenance of the spaces as necessary for its storage use during the term of this License Agreement. It shall be responsible for its own security. The Licensor assumes no responsibility for the security or maintenance of the portion of the site used by Licensee and any equipment brought to the site by Licensee.
5. Term of License. The License shall continue for a term of two (2) years effective July 1, 2016. During the term of the License it can be terminated by either party for any reason with sixty (60) days' notice to the other party.
6. Rent. Licensee shall pay a monthly fee of \$\_\_\_\_\_ to Licensor, payable in advance.

7. Indemnity. Licensee agrees to indemnify and hold harmless Licensor for, from and against all claims, liabilities and damages, including reasonable attorneys' fees, for personal injury and physical damage to property that may be asserted or claimed against Licensor as a result of Licensee's use of the Property.

8. Insurance. Licensee shall, at its sole cost and expense, throughout the term of this License, obtain, keep, and maintain in full force and effect comprehensive general public liability insurance against claims for personal injury, bodily injury, death, or property damage occurring in, upon, or about the Property in an amount of not less than One Million Dollars (\$1,000,000.00) in respect to injury or death of one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to property damage with respect to Licensee's or its agents' or contractors' use of the Property. Prior to Licensee's use of the Property, Licensee shall provide Licensor with a Certificate of Insurance evidencing the aforementioned insurances.

9. Surrender. Upon termination of this License, the Property shall be restored by the Licensee to a condition similar to what existed prior to the commencement of this License, reasonable wear and tear, force majeure and damage by casualty excepted.

10. Notices. All notices required or provided to be sent by either party shall be in writing and shall be deemed to have been given upon personal delivery or upon deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the party at the address set forth below:

Licensee:

Licensor:  
Borough of Riverdale  
91 Newark Pompton Turnpike  
Riverdale, New Jersey 07457

8. Applicable Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Title. Licensor does hereby covenant with Licensee that Licensor is lawfully seized and possessed of the Property, that Licensor has good and lawful right to enter into this Agreement, and that Licensor will forever warrant and defend the title thereto against the lawful claims of all persons.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this License as of the date first above written.

**LICENSEE:**

**LICENSOR:**

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Paul Carelli  
Its: Mayor