



BOROUGH OF RIVERDALE NEW JERSEY



Resolution No: 153-2016
Date of Adoption: December 28, 2016

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE BOROUGH OF RIVERDALE AND THE NORTH JERSEY POLICE RADIO ASSOCIATION FOR 2017

WHEREAS, the Borough of Riverdale has determined that the Riverdale Police Department is in need of use of an Emergency Communication Repeater, and

WHEREAS, North Jersey Police Radio Association maintains a communications tower in Pompton Lakes, New Jersey, for the transmission of radio signals in connection with police work and police communications and offers these services through a yearly agreement, and

NOW THEREFORE BE IT RESOLVED by the governing body of the Borough of Riverdale that it hereby authorizes Kevin Smith, Chief of Police to enter into an agreement with the North Jersey Police Radio Association at a cost of \$1.00 per year, commencing on January 1, 2017 through December 31, 2017, and

BE IT FURTHER RESOLVED THAT a copy of said agreement be kept on file in the Office of the Borough Clerk to be available for review by any citizen upon request.

CERTIFICATION

I, Abubakar T. Jalloh, Municipal Clerk of the Borough of Riverdale do hereby certify that the attached is a true copy of a Resolution duly adopted by the Mayor and Council of the Borough of Riverdale on December 28, 2016 at a regular meeting.

Abubakar T. Jalloh, R.M.C.
Registered Municipal Clerk

RECORD OF COUNCIL VOTE

Motion – by Councilman: _____ Second - by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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| Astarita | | | | | | Pellegrini | | | | |
| Revis | | | | | | Desai | | | | |
| Clinton | | | | | | Oswald | | | | |

A.J. Jalloh, Borough Clerk

Paul M. Carelli, Mayor

This resolution, when adopted, must remain in the possession of the Borough Clerk. Certified copies are available.

NORTH JERSEY POLICE RADIO ASSOCIATION
7 Clinton Rd
Newfoundland, NJ 07435

REPEATER UTILIZATION AGREEMENT

This Tower Lease Agreement is made this 1st day of January, 2017 by and between the NORTH JERSEY POLICE RADIO ASSOCIATION INCORPORATED, 7 Clinton Rd Newfoundland, NJ 07435 herein after the "Landlord", **Riverdale Police Department**, 91 Newark-Pompton Turnpike Riverdale, New Jersey 07457 herein after the "Tenant".

WHEREAS, North Jersey Police Radio Association maintains a communications tower in Pompton Lakes, New Jersey, for the transmission of radio signals in connection with police work and police communications, and

WHEREAS, Tenant requires the use of the tower and radio repeater for its radio communications, and

WHEREAS, Landlord desires to lease the use of a radio repeater to Tenant,

NOW, THEREFORE, the parties agree as follows:

1. The Landlord agrees to provide the Tenant utilization of Emergency Communication Repeater on the frequency of 471.800 and 474.800 Mhz. This service will only be afforded to North Jersey Radio members and the Emergency Services of the municipalities they represent. North Jersey Radio does not make any guarantees or claims with regard to the operability of this radio frequency and assumes no liability from its use or failure to operate. Each member department will be responsible for alternate radio communication in the event of repeater failure on the above listed frequencies.
2. The Tenant will pay North Jersey Police Radio Association, the tower owner, a rental fee \$ 1.00 annually. There will be additional assessments if necessary. These assessments will be for the repair, replacement, and / or the maintenance of any equipment or facility related to this repeater or its components. All rents are payable yearly in advance.
3. The Landlord reserves the right to change and increase the rental fee charged on December 31st of each year, effective during the next renewal term. It is expressly understood that upon payment of the aforesaid rentals the right of the Tenant with regards to the written agreement shall continue on a year to year basis. However, the Landlord reserves the right to refuse, without cause, the extension of any Tenants lease. The Tenant may terminate the lease by giving notice to the Landlord on or before December 31st of any year, effective on the following December 31st.

4. The Tenant shall not sublet its repeater use in whole or in part to any other entity.
5. In the event that the Landlord, at its sole discretion elects to abandon the repeater and antenna site facility, it will so notify the Tenants and 90 days after notification all rights and obligations will cease without further liability.
6. Repeater and antenna maintenance will be at the sole discretion of North Jersey Radio.
7. The Tenant will provide the tower management company with a copy of their valid F.C.C. license. **In the case of existing Tenants, a copy of the current F.C.C. license is to be attached to the signed copy of this lease, when it is returned after being signed.** If the F.C.C. license is revoked, the Tenant shall notify the Landlord and Tower Management Company immediately.
8. North Jersey Radio is the ONLY party authorized to perform work, service, installations, or removal of equipment on or from the tower. This includes but is not limited to the installation of radio equipment within the buildings the installation or maintenance of the antenna, antenna mount and transmission line. North Jersey Radio may grant access to an alternate vendor for good cause or specialized installation. Any situation of imminent danger shall be reported to the Pompton Lakes Police Department at 1-973-835-0400.
9. If the Tenant fails to pay the rental fees within thirty days of the due date, or violates any other terms of conditions of this agreement or the Tenant's F.C.C. license is suspended or revoked this agreement will be null and void.
10. All antenna mounts, transmission lines, connectors, accessories, radios and repeaters are the sole property of the landlord.
11. The Tenant agrees to hold harmless the Landlord and the Tower Management Company of any and all liability in connection with any personal injuries, property damage, or other casualty. Said indemnification shall include attorney's fees and cost of any lawsuit.
12. The Tenant will be responsible for compliance with any present or future environmental regulations and any environmental damage caused by any tenant owned radio equipment.

13. Tenant agrees to indemnify and hold harmless the North Jersey Police Radio Association, Incorporated, its members, officers and agents, the Tower Management Company, and its officers and employees. Tenant must purchase general liability insurance coverage naming North Jersey Police Radio Association, Incorporated, its Officers and members personally, the Pompton Lakes M.U.A., the Tower Management Company, its officers and its employees as their interests may apply as additional insured's protecting the Landlord and others from any claim whatsoever occasioned by accident, disaster or any reason whatsoever, with limits of liability of not less than One Million Dollars, (\$1,000,000.00) for one (1) person in one (1) accident and Two Million Dollars (\$2,000,000.00) for two (2) or more persons in one (1) accident, and property damage insurance in an amount not less than Five Hundred Thousands Dollars (\$500,000.00).

14. Certificates of Insurance shall be issued to North Jersey Police Radio Association, The Pompton Lakes MUA and the Tower Management Company as Certificate Holders and additional insured's. Thirty Days written notice must be provided to the North Jersey Police Radio Association, The Pompton Lakes MUA and the Tower Management Company before any insurance is terminated by the Tenant or cancelled by the insurance company.

15. In the event that Tenants use of the site becomes unusable by reason of loss or damage to said tower or equipment shelter, by fire, inclement weather, storms or act of God or otherwise, the Landlord shall not be responsible for the damages resulting from said interruption, but will make any and all effort to restore service as soon as it is reasonably possible.

16. Any equipment at the site that causes interference to any public safety equipment will be disabled immediately. Intermittent service interruptions may occur in the attempt to locate the source of interference and inter-modulation problems.

17. Intentionally Left Blank

18. Communication Equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by Lessor or to other Tenants at the site as of the Commencement Date.

19. Any notice or demand required to be given herein shall be made by certified or registered mail, postage paid, return receipt requested, or reliable overnight courier to the address of the respective parties set forth above and shall be deemed given three (3) days after deposit in the mail or on the date delivery is first attempted in the case of overnight courier. Either party may change its address by giving the other notice of a new address in accordance with the terms of this paragraph. All payments to Lessor required hereunder shall be sent to the address specified for Lessor above.

20. This Lease shall in all respects be governed by the laws of the State of New Jersey without regard to its conflicts of law principles.

21. This Agreement shall be binding upon and inure to the benefit of the Landlord, its successors and assigns, and to the Tenant, and its successors.

In witness, whereof, Landlord and Tenant have caused this agreement to be duly executed as of the day and year first written.

NORTH JERSEY POLICE RADIO ASSOCIATION INCORPORATED

By :(Typed) Chief Kevin Smith,
President

By :(Typed) Chief Joseph Borell,
Treasurer

Date: _____

Date: _____

Signature: _____

Signature: _____

Riverdale Police Department

By :(Typed/Printed) _____

Signature: _____

Date: _____