

ORDINANCE NO. 1, 2017

AN ORDINANCE GRANTING CONSENT AND PERMISSION TO VERIZON WIRELESS TO LOCATE AND OPERATE SMALL NETWORK NODES IN THE PUBLIC RIGHT OF WAY IN THE CITY OF LINWOOD.

WHEREAS, Cellco Partnership d/b/a Verizon Wireless, ("Verizon Wireless"), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, Verizon Wireless has entered into agreements with parties that have the lawful right to maintain poles in the public right-of-way pursuant to which Verizon Wireless may use such poles erected within the public right-of-way in the City of Linwood; and

WHEREAS, New Jersey law permits such use provided that there is the consent of the relevant municipality;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey that:

Section 1. Permission and authority are hereby granted to Verizon Wireless and its successors and assigns, to use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in the City of Linwood, subject to the following:

- A. Verizon Wireless, and its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements related to the use of the public right-of-way.
- B. Verizon Wireless, and its successors and assigns, shall comply with all applicable Federal, State, and Local laws requiring permits prior to beginning construction, and shall obtain any applicable permits that may be required by the City of Linwood.
- C. Such permission be and is hereby given upon the condition and provision that Verizon Wireless, and its successors and assigns, shall to the fullest extent permitted by law, defend, pay on behalf of, indemnify, and hold harmless the City of Linwood, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Linwood against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Linwood, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Linwood, by reason of personal damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract,

except to the extent resulting from the acts or omissions of the City of Linwood.

- D. Verizon Wireless shall, at its own cost and expense, maintain commercial general liability insurance in the amount of \$3,000,000 combined single limit per occurrence and automobile insurance with combined single limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. Workers compensation insurance in compliance with the statutory requirements of the state(s) in which work is performed. The City of Linwood shall be included as an "Additional Insured" as their interests may appear under this agreement on all general liability policies. Nothing in this section shall limit Verizon Wireless's liability in any way.
- E. Verizon Wireless shall be responsible for the repair of any damage to paving, existing utility lines, or any surface or subsurface installations, arising from its construction, installation or maintenance or its facilities.
- F. This instrument shall be adopted on behalf of the City of Linwood by the City Council of the City of Linwood and attested to by the Municipal Clerk who shall affix the City of Linwood Seal thereto.
- G. The permission and authority hereby granted shall continue for the same period of time as the grant to parties whose poles Verizon Wireless is using.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by any Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

Section 4. This Ordinance shall take effect immediately upon posting, publication, final passage in the manner prescribed by law, and acceptance by South Jersey Gas Company.

STATEMENT

This Ordinance authorizes Verizon Wireless to use poles erected within the public right-of-way of the City of Linwood by parties that have the lawful right to maintain such poles.

FIRST READING: February 8, 2017
PUBLICATION: February 13, 2017
PASSAGE: February 22, 2017

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on February 8, 2017 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on February 22, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR