



Legislation Details (With Text)

File #: 21-0146 **Version:** 1 **Name:** Street Use/License Agreement between City of Newark and Cross River Fiber, LLC to install and maintain Small Cell Wireless Telecommunication Facilities.

Type: Resolution **Status:** Adopted

File created: 2/3/2021 **In control:** Engineering

On agenda: 3/3/2021 **Final action:** 3/3/2021

Title: Dept/ Agency: Engineering
 Action: Ratifying Authorizing Amending
 Type of Service: Street Use Agreement
 Purpose: An Agreement to occupy the streets for the purpose of installing wireless and wireline facilities and providing services as defined in greater detail within the Street Use Agreement.
 Entity Name: Cross River Fiber, LLC
 Entity Address: 461 Headquarters Plaza, Morristown, New Jersey 07960
 Contract Amount: Defined in detail within the Street Use Agreement
 Funding Source: No municipal funds required
 Contract Period: Five (5) years from the effective date of the Agreement and shall automatically be renewed for three (3) additional five (5) year terms, unless properly terminated by either party in the manner set forth in the Agreement
 Contract Basis: Bid State Vendor Prof. Ser. EUS
 Fair & Open No Reportable Contributions RFP RFQ
 Private Sale Grant Sub-recipient n/a
 Additional Information:

Sponsors: Council of the Whole

Indexes:

Code sections:

Date	Ver.	Action By	Action	Result
3/3/2021	1	Municipal Council	Adopt	Pass

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WHEREAS, Cross River Fiber, LLC, 461 Headquarters Plaza, Morristown, New Jersey 07960 (“Cross River”, “Grantee”), constructs wireless facilities used in the provision of the personal wireless services, and also installs fiber optic lines and associated facilities connecting wireless facilities, and seeks to install such facilities within the City of Newark (the “City”, “Newark”); and

WHEREAS, Cross River has requested that the City issue an appropriate authorization to utilize the Streets, as required by Title XXIX of the Revised General Ordinances of the City of Newark New Jersey 2000, Chapter 5, Article 2, Section 29:5-6b, and City and Cross River have agreed to the terms of the attached Street Use Agreement (“Agreement”), in the form attached hereto and made a part of this resolution, by and between the City and Cross River to be entered into between the parties which defines the rights, obligations and responsibilities of both the parties, and the conditions to occupy the Streets for the purpose of installing facilities and providing services as defined in the attached Agreement; and

WHEREAS, the Agreement shall be in force and effect for an initial term of five (5) years from the effective date of the Agreement, and shall automatically be renewed for three (3) additional five (5) year terms, unless properly terminated by either party in the manner set forth in the Agreement; and

WHEREAS, Cross River agrees to pay compensation to the City for use of the Streets in the amount as set forth in the Agreement; and

WHEREAS, Cross River has further agreed to pay an annual fee established by City for use of the rights-of-way for its wireline facilities, subject to any limits established by State or Federal law, and to pay the City’s costs in negotiating the agreement; and

WHEREAS, the placement of particular wireless and wireline facilities will be subject to review of the City in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The Mayor and/or his designee, the Director of the Department of Engineering, are hereby authorized on behalf of the City of Newark to enter into and execute a Street Use Agreement, in the form attached hereto and made a part of this resolution, by and between the City of Newark and Cross River Fiber, LLC, 461 Headquarters Plaza, Morristown, New Jersey 07960, which defines the rights, obligations and responsibilities of both the parties, and the conditions to occupy the Streets for the purpose of installing wireless and wireline facilities and providing services both as defined and set forth in the attached Street Use Agreement.
2. The Director of the Department of Engineering shall file a fully executed copy of the Agreement in the Office of the City Clerk.
3. The Agreement shall be in force and effect for an initial term of five (5) years from the effective date of the Agreement and shall automatically be renewed for three (3) additional five (5) year terms, unless properly terminated by either party in the manner set forth in the Agreement.

STATEMENT

This resolution authorizes the Mayor and/or his designee, the Director of the Department of Engineering, to enter into and execute a Street Use Agreement by and between the City of Newark and Cross River Fiber, LLC, 461 Headquarters Plaza, Morristown, New Jersey 07960, which defines the rights, obligations and responsibilities of both the parties, and the conditions to occupy the Streets for the purpose of installing facilities and providing services as defined and set forth in the attached Street Use Agreement. The Agreement shall be in force and effect for an initial term of five (5) years from the effective date of the Agreement, shall automatically be renewed for three (3) additional five (5) year terms, unless properly terminated by either party in the manner set forth in the Agreement. No municipal funds required for this Agreement.