

Memo

To: Robert Bruschi
From: Curtis Berry
cc: Robert McQueen
Date: August 14, 2014
Re: Fine Tower Radio Equipment Agreement

Approximately ten years ago Princeton Borough installed radio equipment at Fine Tower. This equipment increased coverage throughout the town for the rescue squad and fire department. Recently Mercer County also installed radio equipment at Fine Tower to increase their coverage and signed an agreement with the University for the use of the space. Since new equipment was being installed this brought into question whether the University had agreements in place with existing users. It was determined that we never signed an agreement. The University is requesting that we sign an agreement that can be renewed with the same terms in five years.

**LICENSE BETWEEN
THE TOWN OF PRINCETON AND PRINCETON UNIVERSITY
FOR RADIO EQUIPMENT INSTALLATION AT FINE HALL**

LICENSE

IT IS AGREED this **XXXXXXXXXX** by and between THE TRUSTEES OF PRINCETON UNIVERSITY, Princeton, New Jersey, a not-for-profit educational corporation hereinafter referred to as “Licensor” and the TOWN OF PRINCETON, 400 Witherspoon Street, Princeton, New Jersey 08540 hereinafter referred to as the “Licensee.”

WHEREAS, the Licensor wishes to License to the Licensee permission to operate radio communications equipment owned by the Licensee at Fine Hall, (Latitude 40-20-44.5N, Longitude 74-39-9.97W) for the purpose of providing public safety communications in the vicinity of Princeton University and the Town of Princeton , Mercer County, New Jersey.

NOW, THEREFORE and in consideration of the mutual promises, covenants, agreements and undertakings of the parties as hereinafter set forth, Licensor and Licensee hereby agree as follows:

1. The Licensee may at its sole expense maintain the equipment described below at a mutually agreeable location on the rooftop and in the equipment building, subject to the conditions set forth in this License.

i. Motorola VHF Repeater & antenna FCC licensed as KEI901

2. Prior to installation of any additional equipment, the Licensee has completed structural engineering studies for loading requirements, if requested by the Licensor.

3. All installation work shall be performed by a contract vendor selected by the Licensee in accordance with local government contracting procedures. All electrical work shall be done by a New Jersey licensed electrical contractor approved by the Licensee. All installation work shall be in compliance with all applicable rules and regulations of the FCC, FAA and other codes, laws, ordinances, or regulations of the local, county, state and federal governments, and shall be subject to approval by the Licensor. All antennas and receivers must be properly grounded and the antenna line must be protected against lightning using an approved lightning arrester.

4. The Licensee shall be solely responsible for the installation, operation and maintenance of the equipment. The Licensee agrees to utilize equipment of the type and frequency that will not cause measurable interference, as defined by FCC regulations, to communications of the Licensor and others collocated on the rooftop. In the event that the Licensee's equipment causes such interference, the Licensee shall take all necessary steps to correct and eliminate such interference. If the interference cannot be eliminated upon notice of such interference, the Licensee shall cease operation of the equipment until such interference is eliminated.

5. The Licensee shall at its sole cost and expense promptly repair any damage to the rooftop or adjacent equipment building or to Licensor equipment caused by the Licensee, its contractors, agents, servants, or employees.

6. In exchange for installation of equipment by the Licensee on Fine Hall, the Licensee will provide the Licensor with permission to communicate on their radio system for emergency management communications interoperability purposes.

7. The Licensee shall be responsible for any and all claims, liabilities, loss or damage arising out of their installation, operation, and maintenance of equipment or the act or omissions of its contractors, agents, servants or employees in connection therewith. Nothing herein shall be construed to create any rights in third parties or to waive any defenses or immunities available to either party under the New Jersey Tort Claims Act or other applicable law.

8. In consideration of this license of the premises, the Licensee shall pay to the University the fee of \$1. No additional fees shall be imposed by Licensor to the Licensee for normal electrical power and backup power use.

9. This license is for a period of three years (3) but may be terminated at any time upon written notice of either party. In the event of termination of this license, the Licensee shall remove all its equipment from the Licensor's property and restore the accessed portion of the rooftop to its condition prior to commencement of this license, less ordinary wear and tear, within 30 days from the date of termination.

10. Licensor shall provide site access to the Licensee and its contractors for repair and maintenance.

11. Licensee shall maintain and keep in force at Licensee's expense the following minimum insurance coverage:

- i. Workers Compensation Statutory
- ii. Employer's Liability \$500,000
- iii. Commercial General Liability, to include:
 - 1. Contractual;
 - 2. Premises Operations;
 - 3. Products and Completed Operations;
 - 4. Independent Contractors/Vendors and Personal Injury;
 - 5. Bodily Injury and Property Damage;

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000
- iv. Automobile Liability: Combined Single Limit \$1,000,000
- v. All policies shall be underwritten by a carrier rated at least "A-" in Best's Key Rating Guide. "The Trustees of Princeton University, including its officers, employees and agents" shall be named as additional insured in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages—with a statement that Licensor is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—shall be sent to Licensor's Risk Management Department, 701 Carnegie Center, Suite 439, Princeton, NJ 08540, before Licensee's use begins.

12. Licensee shall not assign this License nor sublet the Licensed Premises or any part thereof without the written consent of the Licensor;

13. Licensor shall not be responsible for stolen or damaged property, or personal injury that may occur as a result of this License.

14. In consideration of the Licensed Premises, the Licensor, for itself, its successors and assigns, covenants and agrees that the Licensee upon paying the consideration and upon performing the covenants and agreements further contained herein, shall and may at all times during the term hereof, peacefully and quietly have, hold and enjoy the Licensed Premises without suit, hindrance of or from the Licensor, its successors or assigns

15. Notices required to be sent hereunder shall be sent by certified mail, return receipt requested, as to Licensor at:

Operations Director
Department Of Public Safety
200 Elm Drive
Princeton, NJ 08544

And to:

Director of the Office of Community & Regional Affairs
Princeton University
22 Chambers Street, Suite 101
Princeton, New Jersey 08542

And as to Licensee:

XXXXXXXXXXXX
Town of Princeton
400 Witherspoon Street
Princeton, NJ 08540

or to such other person or office as the parties shall designate from time to time.

IN WITNESS WHEREOF, the parties hereto have set their corporate seals and caused these presents to be executed by their respective proper officers as of the day and year first above written.

WITNESS:

THE TRUSTEES OF PRINCETON
UNIVERSITY, Licensor

Date: _____

Michael E. McKay
Vice President for Facilities

Paul L. Ominsky
Executive Director of Public Safety

ATTEST:

TOWN OF PRINCETON, Licensee

Date: _____

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