

**TOWNSHIP OF MULLICA
RESOLUTION NO. 159-2016**

**RESOLUTION AUTHORIZING VERIZON WIRELESS TO USE POLES
ERECTED WITHIN THE PUBLIC RIGHT-OF-WAY OF MULLICA
TOWNSHIP BY PARTIES THAT HAVE THE LAWFUL RIGHT TO
MAINTAIN SUCH POLES**

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 Mullica Township; 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 TOWNSHIP
COMMITTEE OF MULLICA TOWNSHIP, COUNTY OF
ATLANTIC, STATE OF NEW JERSEY THAT:**

1. Permission and authority are hereby granted to Verizon Wireless and its successors and assigns, at its sole cost and expense, to use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in Mullica Township, subject to the following:
 - A. Verizon Wireless, and its successors and assigns, at its sole cost and expense, 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 Mullica Township.

- 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 on behalf of, indemnify, and hold harmless Mullica Township, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Township of Mullica 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 Township of Mullica, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Township of Mullica, by reason of personal injury, including bodily injury or death and/or property 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 Township of Mullica.

- 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 is performed. Mullica Township 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 arising from its construction, installation or maintenance of its facilities, except to

the extent resulting from the acts or omissions of Mullica Township.

- F. Notwithstanding any provision contained herein, neither Mullica Township nor Verizon Wireless shall be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this instrument.
- G. This instrument shall be adopted on behalf of Mullica Township by the Township Committee of Mullica Township and attested to by the Mullica Township Clerk who shall affix Mullica Township Seal thereto.
- H. 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.

Adopted: December 13, 2016

ATTEST:

JAMES R. BROWN, MAYOR

KIMBERLY JOHNSON, MUNICIPAL CLERK