

CITY OF VINELAND

**RESOLUTION NO. 2022-195**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF CUMBERLAND AND THE CITY OF VINELAND FOR THE USE OF A CITY WATER TOWER FOR PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

**WHEREAS**, the City of Vineland Municipal Water Utility operates several water towers which are used primarily for the delivery of City water to residents of Vineland and secondarily as a location upon which telecommunications equipment is mounted; and

**WHEREAS**, the County of Cumberland and City of Vineland recognize that communications for public safety and first responders is a necessary part of providing emergency services to the residents of the City and County and the Vineland Water Towers provide an exceptional location to mount Public Safety Communications equipment; and

**WHEREAS**, the County has a need to install Public Safety Communications equipment for the benefit of public safety in the County of Cumberland and has requested the City permit such equipment be mounted to the City Water Tower located at 1939 South East Avenue at no cost to the City of Vineland; and

**WHEREAS**, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination then separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

**WHEREAS**, the Parties wish to outline their respective duties and obligations relative to the use of the City of Vineland Water Tower located at 1939 South East Avenue.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement by and between the City of Vineland and the County of Cumberland for the use of the City Water Tower located at 1939 South East Avenue for Public Safety Communications Equipment to service the County of Cumberland in the form and substance as attached hereto and made a part hereof subject to non-material changes as directed by the City Solicitor.

**BE IT FURTHER RESOLVED** that the City of Vineland shall notify the Division of Local Government Services as required by law.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**SHARED SERVICES AGREEMENT**  
**BETWEEN**  
**COUNTY OF CUMBERLAND**  
**AND**  
**CITY OF VINELAND**  
**SITUATED IN CUMBERLAND COUNTY, NEW JERSEY**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Cumberland, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 164 West Broad Street, Bridgeton, New Jersey 08302 (hereinafter referred to as “the County”) and the **CITY OF VINELAND**, having its principal offices located at 640 East Wood Street, P.O. Box 1508, Vineland, NJ 08362 (hereinafter referred to as “City”)

WHEREAS, the City and the County of Cumberland recognize that a principal service offered to the public is Public Safety Communications. The parties recognize that economies of scale and greater efficiencies may be achieved by entering into a shared service agreement to improve public safety communications functions of each party, thereby achieving joint cost savings; and

WHEREAS, the County and the City are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own; and

WHEREAS, the parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately; and

WHEREAS, the County has a need to install Public Safety Communications equipment for the benefit of Public Safety communications in the County of Cumberland; and

WHEREAS, the City is willing to permit the County to attach certain equipment, owned by the County, on or at the City's Public Safety Communications facilities or other City areas or structures for the purpose of providing improved public safety communications for the benefit of the residents of the County;

THEREFORE, the County and the City agree to the following:

1. The County may, at its sole expense, attach the equipment described on the attached schedule on the site or structures specified in the attached, subject to the conditions set forth in this agreement.
2. Prior to installation of any equipment, the County shall submit to the City for review and approval, an itemized equipment and parts list, along with a detailed drawing indicating the exact placement of equipment. The County shall, at its own expense, provide any additional information that may be required by the City, including engineering studies for the loading requirements.
3. Any engineering requirements to install or maintain equipment shall be subject to approval by the City.
4. All installation work shall be performed by a contract vendor selected by the County in accordance with the New Jersey state contracting procedures and at the sole cost and expense of the County. All electrical work shall be performed by a New Jersey licensed electrical

contractor approved by the County and at the sole cost and expense of the County. All installation work shall be in compliance with all applicable rules and regulations of the Federal Communications Commission (“FCC”) and the Federal Aviation Administration (“FAA”) and other codes, laws ordinances or regulation of the local, county, state and federal governments, and shall be subject to approval by the County. The antenna and receiver must be properly grounded and the antenna line must be protected against lightning using an approved lightning arrester.

5. The County shall be solely responsible for the installation, operation, and maintenance of the equipment and it shall be done at the sole cost and expense of the County. The County agrees to utilize equipment of the type and frequency that will not cause measurable interference, as defined by FCC regulations, to communications of the City, other users, or neighboring landowners. In the event that the County’s equipment causes such interference, the County shall immediately cease operation of the equipment until such interference is eliminated.
6. Any relocation of the aforementioned equipment on the tower and/or the equipment building shall be subject to the review and approval of the City prior to the commencement of the relocation work.
7. The County shall, at its sole cost and expense, promptly repair any damage caused by the County, its contractors, agents, servants or employees to the tower, the adjacent equipment building, the surrounding property or to the City’s equipment or structures.
8. The County shall be responsible for any and all claims, liabilities, loss or damage arising out of the County’s installation, operations and/or 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.

9. No fee shall be imposed by the City for this license. The County will supply electrical power and back up at no cost to the City.
10. This license shall continue until terminated by 180 days written notice of the cessation of use of the system. Immediately upon termination of this license, the County shall promptly remove all of its equipment from the City's property and restore the licensed portion of the structure, property, or tower to its condition prior to commencement of this license, less ordinary wear and tear.
11. After the County provides reasonable notice, the City shall provide access to the County and its contractors for repair and maintenance.
12. Official notices with respect to the County shall be addressed to the County c/o:

County Administrator  
164 W. Broad Street  
Bridgeton, NJ 08302

## **INSURANCE**

13. At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement.

- a. The County, upon the request of the City, shall provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the County is in full force and effect.

### **INDEMNIFICATION**

14. The County shall indemnify and shall hold the City, the members of its governing body and its officers, agents and employees harmless and defend against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon alleged defective work or dangerous conditions arising from or related to the County.
15. The City shall indemnify and shall hold the County, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed by their employees or their independent contractor, except as limited by this agreement.

### **REMEDIES**

16. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

17. Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and a judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

**NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER**

18. In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**NO PERSONAL LIABILITY**

19. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the City or the County, in his or her individual capacity, and neither the officers, agents or employees of the City or the County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**MISCELLANEOUS**

20. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

21. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

22. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
23. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
24. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
25. Further Assurances and Corrective Instruments. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
26. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
27. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
28. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.



29. In accordance with N.J.S.A. 40A:65-1, *et seq.* this Agreement shall be filed with the Division of Local Government Services.

**ATTEST**

**COUNTY OF CUMBERLAND  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jeff Ridgway, Interim Clerk to the Board

\_\_\_\_\_  
Darlene Barber, Director

**CITY OF VINELAND**

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**Description of Tower and Placement**

1/1/2022 10:28:59 AM  
 1/1/2022 10:28:59 AM  
 1/1/2022 10:28:59 AM

PROJECT TEAM	
<b>CLIENT REPRESENTATIVE</b>	
COMPANY:	VCOMM
ADDRESS:	736 SPRINGDALE DR. SUITE 300 EXTON, PA 19341
CITY, STATE, ZIP:	EXTON, PA 19341
CONTACT:	RICK OPALESKY
PHONE:	(484) 787-7707
EMAIL:	RICHARD.OPALESKY@VCOMM-ENG.COM
<b>SITE ACQUISITION</b>	
COMPANY:	VCOMM
ADDRESS:	736 SPRINGDALE DR. SUITE 300 EXTON, PA 19341
CITY, STATE, ZIP:	EXTON, PA 19341
CONTACT:	RICK OPALESKY
PHONE:	(484) 787-7707
EMAIL:	RICHARD.OPALESKY@VCOMM-ENG.COM
<b>ENGINEER</b>	
COMPANY:	AZIMUTH ENGINEERING GROUP, LLC
ADDRESS:	495 ROUTE 46 WEST, SUITE 300 FAIRFIELD, NJ 07004
CITY, STATE, ZIP:	FAIRFIELD, NJ 07004
CONTACT:	JEREMY MCKEON
PHONE:	973-779-0066
EMAIL:	JMCKEON@AZIMUTHEG.COM
<b>APPLICANT/LESSEE</b>	
COMPANY:	VCOMM
ADDRESS:	736 SPRINGDALE RD SUITE 300 EXTON, PA 19341
CITY, STATE, ZIP:	EXTON, PA 19341

PROJECT DESCRIPTION/SCOPE OF WORK
THIS PROJECT WILL BE COMPRISED OF:
INSTALLATION OF MICROWAVE ANTENNAS EQUIPMENT SHELTER, CABLING TRENCH, WHIP ANTENNAS, DIESEL GENERATOR.
<ul style="list-style-type: none"> <li>NEW MICROWAVE ANTENNA = 3 ON EXISTING WATER TOWER</li> <li>NEW WHIP ANTENNAS = 4</li> <li>NEW EQUIPMENT SHELTER = 1</li> <li>NEW CABLING TRENCH = 1</li> <li>DIESEL GENERATOR = 1</li> </ul>

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A-4	ELEVATION
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A-9	TRENCH SPECIFICATIONS
M-1	GENERATOR SPECIFICATIONS
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M-3	GENERATOR ENCLOSURE SPECIFICATIONS
E-1	GROUNDING PLAN
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E-4	GROUNDING DETAILS - 2
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S-1	STRUCTURAL NOTES
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S-3	STRUCTURAL DETAILS
B-1	SHELTER DETAILS

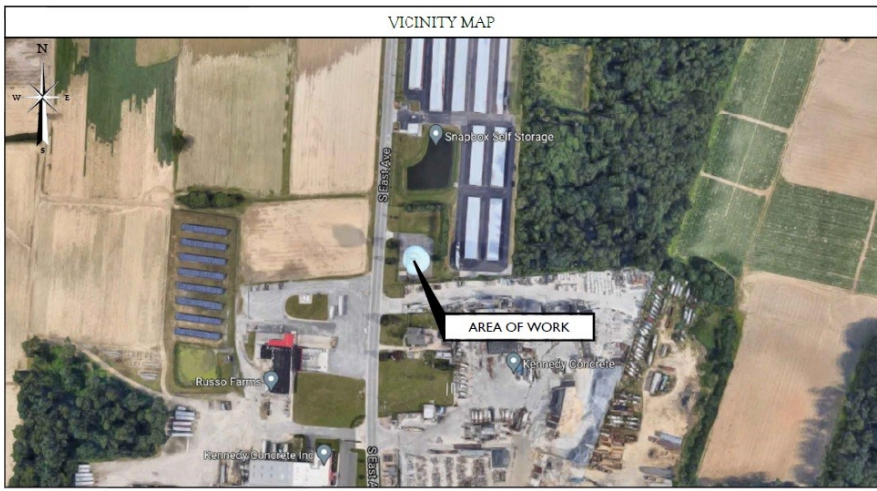
SITE INFORMATION	
<b>PROPERTY/TOWER OWNER</b>	
NAME:	CITY OF VINELAND
ADDRESS:	440 WOOD STREET VINELAND, NJ 08360
CITY, STATE, ZIP:	VINELAND, NJ 08360
BLOCK/LOT:	4202/42
LATITUDE:	39.457659
LONGITUDE:	-75.018357
LAT./LONG. TYPE:	NAD 83
AREA OF CONSTRUCTION:	EXISTING WATER TOWER
ZONING/JURISDICTION:	CUMBERLAND COUNTY
ZONING DISTRICT:	R-5
CURRENT USE/PROPOSED USE:	UNMANNED TELECOMMUNICATION FACILITY
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.






## SITE NAME: VINELAND SOUTH WATER TOWER

1939 S. EAST AVENUE  
VINELAND, NJ 08360  
CUMBERLAND COUNTY

## SCOPE OF WORK: N.S.B.




GENERAL NOTES
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.
APPLICABLE BUILDING CODES & STANDARDS
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.
1. 2018 BUILDING CODE OF NEW JERSEY (BC 2018 WITH AMENDMENTS) 2. NATIONAL ELECTRICAL CODE NFPA 70-2017 3. 2018 FIRE CODE OF NEW JERSEY (FC 2015 WITH AMENDMENTS) 4. LIGHTNING PROTECTION CODE NFPA 780-2017 5. AMERICAN CONCRETE INSTITUTE 318-2014 6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION 15 <sup>TH</sup> EDITION 7. EIATIA-232 REVISION H 8. TIA 407 FOR GROUNDING 9. INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS 81 10. IEEE C2 LATEST EDITION 11. TELCORDIA GR-1275 12. ANSI T1311

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DATE	DESCRIPTION	BY	CHECKED BY	
REV	DATE	DESCRIPTION	BY	CHECKED BY



**JEREMY K MCKEON**  
NEW JERSEY LICENSED PROFESSIONAL ENGINEER - LICENSE NUMBER: 24605279800

**SITE INFORMATION:**  
**SITE NAME:**  
 VINELAND SOUTH WATER TOWER  
 1939 S. EAST AVENUE  
 VINELAND, NJ 08360  
 CUMBERLAND COUNTY

**SCOPE OF WORK:**  
 N.S.B.

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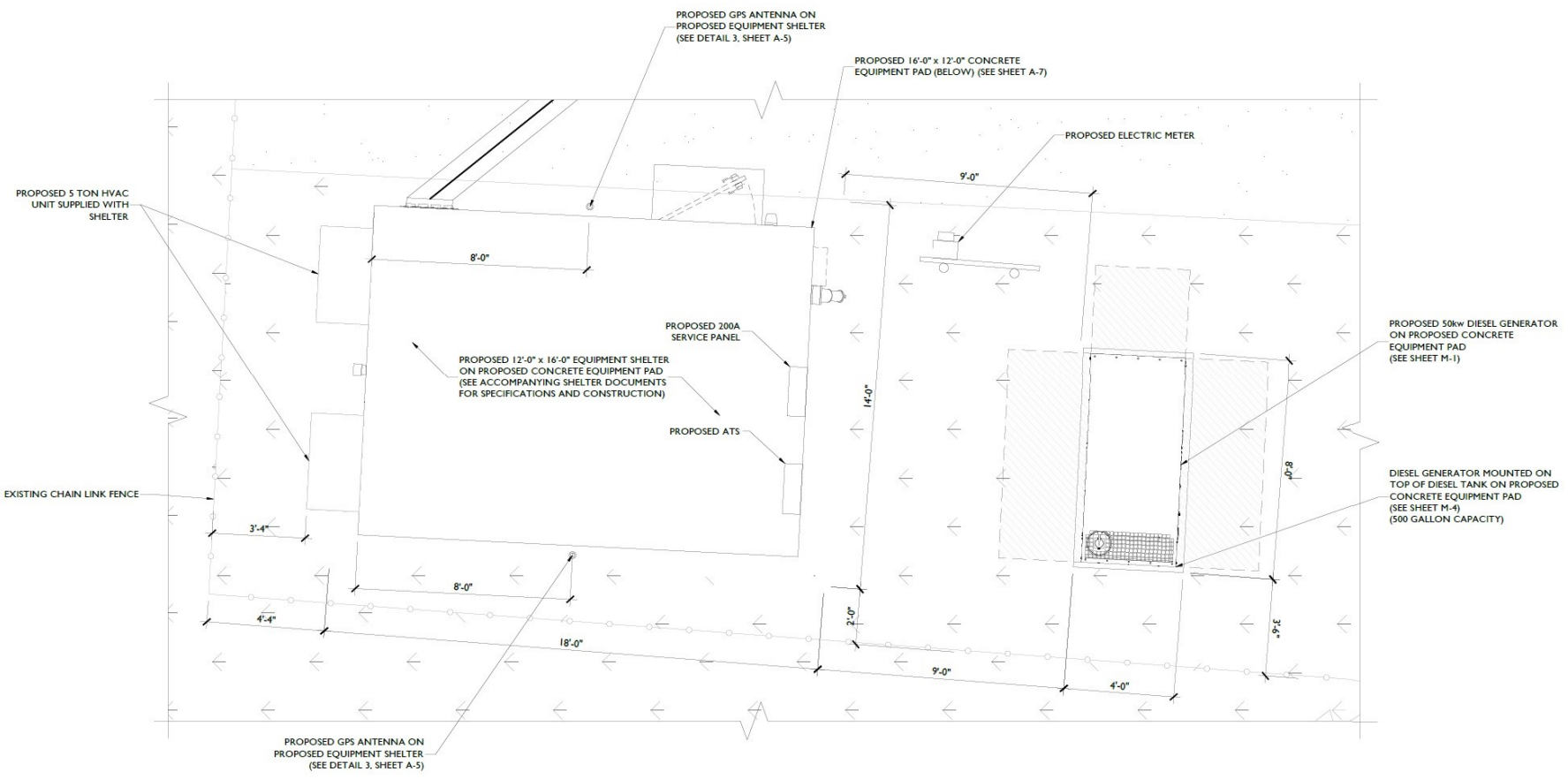
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 TITLE SHEET

**SHEET NUMBER:**  
 T-1





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REV	DATE	DESCRIPTION	BY	CHECKED BY
AS SHOWN				
1				
2	04/13/22	ISSUED AS FINAL	KJM	JWS
1	04/07/22	ISSUED AS FINAL	ADM	KJM
0	02/07/22	ISSUED AS FINAL	ADM	KJM
C	10/19/21	REVISED PER COMMENTS	WPK	SAS
B	09/22/21	REVISED PER COMMENTS	CMG	KJM
A	07/23/21	ISSUED FOR REVIEW	WAS	JWS

**JEREMY K McKEON**  
 NEW JERSEY LICENSED PROFESSIONAL ENGINEER - LICENSE NUMBER: 24605579800

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE A REGISTERED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

**SITE INFORMATION:**  
**SITE NAME:**  
**VINELAND SOUTH WATER TOWER**  
  
**1939 S. EAST AVENUE**  
**VINELAND, NJ 08360**  
**CUMBERLAND COUNTY**

**SCOPE OF WORK:**  
**N.S.B.**

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**SHEET TITLE**  
**ENLARGED SITE PLAN**

**SHEET NUMBER:**  
**A-2**

**1 ENLARGED SITE PLAN**

GRAPHIC SCALE (BY FEET) SCALE: 1/2" = 1'-0" FOR 22"x34" DRAWINGS  
 SCALE: 1/4" = 1'-0" FOR 11"x17" DRAWINGS



