

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9211

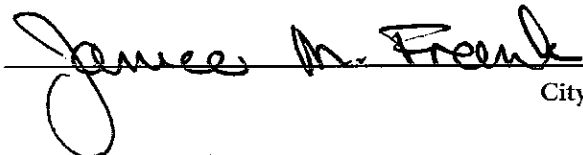
DATE 11-18-19

TITLE

RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF WILLIAMSPORT,
PUBLIC WORKS DEPARTMENT AND CENTRE
COMMUNICATIONS, INC

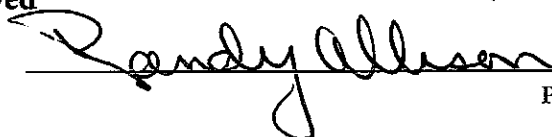
NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the City of Williamsport, Public Works Department to enter into a lease agreement with Centre Communications, Inc; for usage of the radio tower to operate electronic equipment, not to exceed \$8,640.00, (\$240.00 dollars per month); for 36 months commencing on December 1, 2021.

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between the City of Williamsport, Public Works Department and Centre Communications, Inc and any documents necessary to accept the attached lease agreement.



City Clerk

Approved



President

Lease Agreement

This Lease is made and entered into as of the December 1, 2021, by and between Centre Communications, Inc., (the "Lessor") and the City of Williamsport, Public Works Department (the "Lessee")

In consideration of the covenants, agreements and stipulations herein contained, the parties hereto agree as follows:

1. Leased Premises.

The Lessor does hereby grant to Lessee upon the terms and conditions of this Lease the right to operate equipment on Lessor's tower and within Lessor's building consisting of those items as described in Exhibit A and Exhibit B. The Lessor's tower and building are located at Latitude 41 degrees, 12 minutes, 45.28 seconds North, and Longitude 76 degrees, 57 minutes, 07.87 seconds West. (Williamsport Tower)

2. Permitted Use.

The Leased Premises shall be used to locate and operate electronic equipment together with associated antennas and transmission lines necessary for the operation of a two-way radio repeater system for use by Lessee's employees and agents. Installation and maintenance will be performed by Lessor or any other vendor authorized by Lessor, at the Lessee's expense, if any.

3. Lease Term.

The term of this Lease shall be Thirty-Six (36) months. The Lease shall automatically renew for one (1) like term unless the Lessee is in default and said default has not been cured by Lessee within thirty (30) days of receiving written notice of the default from Lessor, or either party provides written notice of termination at least thirty (30) days in advance of the expiration of the initial term to the other party. Following the initial term of this Lease, either party may terminate this Lease by providing written notice of termination to the other party at least sixty (60) days in advance of the desired termination date. Lessee will have ninety (90) days from the termination date to remove its property.

4. Rental Payments.

Lessee shall pay to Lessor, as rent for the Leased Premises, the amount of Two Hundred and Forty (\$240.00) dollars per month in advance on the first day of each month. The monthly payment amount will automatically increase for subsequent terms by an amount not to exceed five (5%) percent of the rental payment.

5. Utilities.

Lessor shall provide Lessee with electric power and the necessary wiring to deliver electric power to a standard 15-amp electric outlet. Lessor shall not be held responsible for damages or loss of revenue due to electric power outages beyond Lessor's control.

6. Insurance.

Lessor shall not be responsible for providing any insurance which insures the property of Lessee on the Leased Premises. Any insurance coverage for the property of Lessee on the Leased Premises shall be in such amounts and with such coverage as may be desired by Lessee.

7. Limitation of Liabilities and Warranties.

- A. Neither Party shall be liable for interruption, delays, errors or defects in transmission or the failure to transmit when caused by an act of God, fire, war, terrorism, acts of Government or other causes beyond its control.
- B. Lessor shall not be liable to the Lessee, its beneficiaries, employees or anyone who may claim a right due to a relationship with the Lessee, for acts of omissions in the provision of the communications service as described by this Lease on the part of either Lessor or Lessee's employees, affiliates, agents, suppliers or any other party unless the acts or omissions were due to willful misconduct.
- C. Lessor shall indemnify, defend, protect and hold Lessee, its employees, agents contractors, officers, members and directors, harmless against any and all claims, demands, liabilities, damages, expense (including without limitation legal fees incurred by Lessee), suits, actions, causes of actions, judgments, decrees, fines or penalties, including but not limited to those for personal injury, death or property damage, caused by or arising from the operations of activities of Lessor, Lessor's contractors and employees, or Lessor's presence on the premises.
- D. Neither Lessor nor Lessee will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by either of them as a result of any action arising under the terms of this Lease or any activity permitted hereunder.

8. Removal of Lessee's Property.

Upon the termination of the Lease or as provided for herein, Lessee shall surrender the Leased Premises in good condition to the Lessor, reasonable wear and tear excepted, by contracting Lessor or any other vendor authorized by Lessor to remove the property at the Lessee's expense, if any. In the event Lessee fails to take possession of Lessee's property within ninety (90) days after termination of the Lease, all such property shall become the property of the Lessor.

9. Assignment and Subletting.

Lessee will not assign, transfer, pledge, hypothecate, surrender, or dispose of this Lease, or any interest herein, or permit any other person or persons whomsoever to occupy the Leased Premises without the written consent of Lessor being first obtained in writing, which consent shall not be unreasonably withheld.

10. Heirs and Assigns.

All rights, remedies and liabilities herein given to or imposed upon either or the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this Lease is assignable by the term hereof, to the assigns of such parties.

11. Law.

This Lease shall be governed by and construed under the Laws of the Commonwealth of Pennsylvania. The parties waive, to the fullest extent permitted by applicable law, any right they may have to a trial by jury in respect of any dispute.

12. Entire Agreement.

This Lease is the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

13. Licenses.

Lessor will be responsible for obtaining any and all FCC licenses and will adhere to the conditions and stipulation on such license.

14. Invalidity.

If any provision of this Lease shall be held invalid, illegal or unenforceable to any extent and for any reason by a court of competent jurisdiction the remainder of this Lease shall not be affected thereby and shall be enforceable to the full extent permitted by law.

15. Counterparts.

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Lease delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

16. Waiver.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

17. Site Keys and Access

Lessee will be issued one (1) key for site access to service their radio equipment. Any and all keys issued by the Lessor will be surrendered and returned to Lessor upon termination of this lease. Lessee is not permitted or authorized to obtain copies of any and all site keys. Lessee will advise Lessor anytime Lessee is accessing the equipment shelter via phone, or email to the following contacts:
Phone 814-355-4818, EMAIL admin@centre-com.com

18. State Owned Land

Lessee acknowledges that Leased Premises are located on Commonwealth of PA owned lands. Should the Lessor be required to vacate the land for any and all reasons, Lessee will hold Lessor harmless for any and all monetary costs, fees, materials, engineering, downtime, loss of revenue or any other associated items relating to replacing, relocating or obtaining like or similar facilities after providing appropriate notice to Lessee for removal of equipment.

Last line of Terms and Conditions

IN WITNESS WHEREOF, the respective parties have executed this lease on the _____ day of November, 2021

LESSOR:

Centre Communications, Inc.
P.O. Box 119, 150 Radio Dr.
Bellefonte, PA 16823
814-355-4818

WITNESS

By: Derek Slaughter

Print Name: Derek Slaughter

Title: Mayor

LESSEE:

City of Williamsport
Public Works Department
1550 W. Third St.
Williamsport, PA 17701
570-326-4684

WITNESS

By: _____

Scott Livermore

General Manager, Public Works

Department _____

By: _____

Mayor

By: Margaret Woodring
Controller

By: Jessie M. Frank
City Clerk

EXHIBIT A

Legal Description of Antenna System

Lessee's antenna system shall consist of the following items:

1. Antenna.

Antenna system shall consist of (1) DB222 type VHF antenna, or equivalent. Antenna will be mounted on an acceptable side arm no longer than 4ft from tower leg. Antenna side mount is to be located at the 130' level of the tower. The antenna shall be installed in a manner acceptable to Lessor.

2. Antenna Feed Line.

The feedline shall consist of a single run of 1/2 inch RFS or Andrew transmission line to the antenna. The feed line shall be installed in a manner acceptable to Lessor.

All equipment will be grounded as described in the Motorola R56 Standards and Guidelines for Communications Sites or to an acceptable way approved by the Lessor.

EXHIBIT B

Legal Description of Radio Equipment

Lessee equipment shall consist of the following items:

- 1 each, Kenwood Next Edge VHF repeater station including AC power supply;
- 1 each, VHF Duplexer.

Lessee equipment is to be rack mounted in a single rack.

Lessee equipment shall have the right to connect equipment to the site battery backup power.

Equipment is to be installed in a manner that is acceptable to the Lessor.

LAST LINE OF EQUIPMENT