

**CITY OF ENGLEWOOD**  
**CITY COUNCIL WORKSHOP MEETING**  
**MUNICIPAL COURT 73 S. VAN BRUNT STREET**  
**September 9, 2014 – 7:30 pm**

**OPEN PUBLIC MEETINGS ACT STATEMENT**

**WORKSHOP AGENDA ITEMS:**

- **PRESENTATION:**
  - Flat Rock Brook Nature Center- Jennifer McMillan Rubin
  - New Jersey Division of Fish and Wildlife, Bureau of Wildlife Management- Carole Stanko, Supervising Wildlife Biologist
- **ORDINANCES FOR DISCUSSION:**
  - Parking on W. Hudson Avenue
- **RESOLUTIONS FOR VOTE:**
- **RESOLUTIONS FOR DISCUSSION:**
  - Authorizing Award of Contract for Englewood Library Roof Replacement, Project Number 111431
  - Authorizing Award of Contract for Flat Rock Brook Nature Center Parking Lot, Project Number 111328
  - Authorizing Award of Contract for Eleanor Harvey Park Construction- Phase II, Project Number 111423
  - Authorize Execution of Right Of Way Agreement between the City Of Englewood and Fiber Technologies Networks, LLC to Permit the Installation, Use and Maintenance of Telecommunications Facilities within Public Rights-Of-Way for Purposes of Providing Telecommunications Services
  - Refunds Due to State Tax Appeals
  - Refund of Tax Overpayment
  - Authorizing The Lewis Becote Historic Community Garden
  - Authorizing Reimbursement to the Englewood Volunteer Ambulance Corp for an Emergency Backup Generator
  - Renewal of Liquor Licenses for 2014-2015
- **ITEMS FOR DISCUSSION:**
- **PUBLIC SESSION:**
- **CLOSED SESSION:**
- **ADJOURN:**

**CITY OF ENGLEWOOD**

**ORDINANCE #14-XX**

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 25-19, SCHEDULE XI; OF THE TRAFFIC AND PARKING ORDINANCE OF THE CODE OF THE CITY OF ENGLEWOOD**

**WHEREAS**, Chapter 25, Section 25-19 Schedule XI, Time Limited Parking as designated within the City of Englewood; and

**WHEREAS**, the Governing Body of the City of Englewood wishes to amend the following Chapter 25, Section 25-19 Schedule XI, Time Limited Parking.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Englewood, Bergen County, New Jersey, that Chapter 25, Section 25-19 Schedule XI, Time Limited Parking is hereby amended as follows:

**Section 25-19, Schedule XI, Time Limited Parking**

<b>STREET</b>	<b>SIDE</b>	<b>TIME LIMIT</b>	<b>HOURS</b>	<b>LOCATION</b>
<i>West Hudson Avenue</i>	<i>South</i>	<i>2 Hour</i>	<i>9:00 a.m. to 6:00 p.m.</i>	<i>From Orchard Street to a point 105 feet west thereof</i>
West Hudson Avenue	Both	<del>1 Hour</del> <i>2 Hour</i>	9:00 a.m. to 6:00 p.m.	From Orchard Street to Curry Avenue

This Ordinance shall take effect immediately upon final passage and publication as required by law.

**ORDINANCE #14-XX**

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 25-19, SCHEDULE XI; OF THE TRAFFIC AND PARKING ORDINANCE OF THE CODE OF THE CITY OF ENGLEWOOD**

**RECORD OF VOTE**

FIRST READING DATE:

COUNCIL	MOTION	VOTE
Algrant		
Forman		
Skurnick		
Cohen		
Hamer		

DATE PUBLISHED IN THE RECORD:

DATES PUBLIC HEARINGS HELD:

DATE SECOND READING HELD:

COUNCIL	MOTION	OPEN	MOTION	CLOSE	MOTION	ADOPT
Algrant						
Forman						
Skurnick						
Cohen						
Hamer						

Y=YES      N=OPPOSED      A=ABSTAINED      AB=ABSENT

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PRESENTED TO MAYOR:

APPROVED \_\_\_\_\_

REJECTED \_\_\_\_\_ (VETO)

\_\_\_\_\_  
MAYOR FRANK HUTTLE III

I do hereby certify that the foregoing is a true and exact copy of an Ordinance adopted and approved by the Mayor and Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk

CITY OF ENGLEWOOD

ORDINANCE #14-XX

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 25-32, SCHEDULE XXII; OF THE TRAFFIC AND PARKING ORDINANCE OF THE CODE OF THE CITY OF ENGLEWOOD**

**WHEREAS**, Chapter 25, Section 25-32 Schedule XXII, Street Metered Parking Areas as designated within the City of Englewood; and

**WHEREAS**, the Governing Body of the City of Englewood wishes to amend the following Chapter 25, Section 25-32 Schedule XXII, Street Metered Parking Areas.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Englewood, Bergen County, New Jersey, that Chapter 25, Section 25-32 Schedule XXII, Street Metered Parking Areas is hereby amended as follows:

**Section 25-32, Schedule XXII, Street Metered Parking Areas**

STREET	SIDE	TIME LIMIT	HOURS	LOCATION
<i>West Hudson Avenue</i>	<i>South</i>	<i>2 Hour</i>	<i>9:00 a.m. to 6:00 p.m.</i>	<i>From Orchard Street to a point 105 feet west thereof</i>
West Hudson Avenue	Both	<del>1 Hour</del> <b>2 Hour</b>	9:00 a.m. to 6:00 p.m.	From Orchard Street to Curry Avenue

This Ordinance shall take effect immediately upon final passage and publication as required by law.

**ORDINANCE #14-XX**

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 25-32, SCHEDULE XXII; OF THE TRAFFIC AND PARKING ORDINANCE OF THE CODE OF THE CITY OF ENGLEWOOD**

**RECORD OF VOTE**

FIRST READING DATE:

COUNCIL	MOTION	VOTE
Algrant		
Forman		
Skurnick		
Cohen		
Hamer		

DATE PUBLISHED IN THE RECORD:

DATES PUBLIC HEARINGS HELD:

DATE SECOND READING HELD:

COUNCIL	MOTION	OPEN	MOTION	CLOSE	MOTION	ADOPT
Algrant						
Forman						
Skurnick						
Cohen						
Hamer						

Y=YES      N=OPPOSED    A=ABSTAINED      AB=ABSENT

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PRESENTED TO MAYOR:

APPROVED \_\_\_\_\_

REJECTED \_\_\_\_\_ (VETO)

\_\_\_\_\_  
MAYOR FRANK HUTTLE III

I do hereby certify that the foregoing is a true and exact copy of an Ordinance adopted and approved by the Mayor and Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk

CITY OF ENGLEWOOD

RESOLUTION #XXX-09-23-14

**AUTHORIZING AWARD OF CONTRACT FOR ENGLEWOOD LIBRARY ROOF REPLACEMENT,  
PROJECT NO. 111431**

**WHEREAS**, sealed bids were received on September 18, 2014 for the Englewood Library Roof Replacement, Project No. 111431 in accordance with specifications therefore and following public advertisement; and

**WHEREAS**, specifications were sent and responsible bids were received from \_\_\_\_ ( ) bidders listed on the attached Bid Summary Sheet; and

**WHEREAS**, the bid submitted by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, New Jersey \_\_\_\_\_ for the sum of \$\_\_\_\_\_ was determined to be the low bid and is in compliance with the specifications; and based upon the recommendation of the City Engineer, can be accepted by the City Council; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available to award this contract; and

**WHEREAS**, this bid is awarded according to a fair and open process pursuant to PL 2004, c.19; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Englewood that the bid submitted by \_\_\_\_\_, is hereby accepted; and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute an agreement between the City of Englewood and \_\_\_\_\_, for the Englewood Library Roof Replacement, Project No. 111431 in accordance with the specifications therefore.

**BE IT FURTHER RESOLVED** that subject to the availability of funds therefore, the City Manager is authorized to approve change orders in a sum not to exceed 20% of the contract price.

Funding for this project is available from the following sources:

- Ordinance 14-16 (6)

<i><b>COUNCIL</b></i>	<i><b>MOTION</b></i>	<i><b>AYES</b></i>	<i><b>NAYS</b></i>	<i><b>ABSTAIN</b></i>	<i><b>ABSENT</b></i>
<i><b>Algrant</b></i>					
<i><b>Forman</b></i>					
<i><b>Skurnick</b></i>					
<i><b>Cohen</b></i>					
<i><b>Hamer</b></i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

CITY OF ENGLEWOOD

RESOLUTION #XXX-09-23-14

**AUTHORIZING AWARD OF CONTRACT FOR FLAT ROCK BROOK NATURE CENTER PARKING AREA RECONSTRUCTION PROJECT, PROJECT NUMBER 111328**

**WHEREAS**, sealed bids were received on September 18, 2014 for the Flat Rock Brook Nature Center Parking Area Reconstruction Project, Project Number 111328 in accordance with specifications therefore and following public advertisement; and

**WHEREAS**, specifications were sent and responsible bids were received from \_\_\_\_ ( ) bidders listed on the attached Bid Summary Sheet; and

**WHEREAS**, the bid submitted by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, New Jersey \_\_\_\_\_ for the sum of \$\_\_\_\_\_ was determined to be the low bid and is in compliance with the specifications; and based upon the recommendation of the City Engineer, can be accepted by the City Council; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available to award this contract; and

**WHEREAS**, this bid is awarded according to a fair and open process pursuant to PL 2004, c.19; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Englewood that the bid submitted by \_\_\_\_\_, is hereby accepted; and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute an agreement between the City of Englewood and \_\_\_\_\_, for the Flat Rock Brook Nature Center Parking Area Reconstruction Project, Project Number 111328 in accordance with the specifications therefore.

**BE IT FURTHER RESOLVED** that subject to the availability of funds therefore, the City Manager is authorized to approve change orders in a sum not to exceed 20% of the contract price.

Funding for this project is available from the following sources:

- Ordinance 13- 06(6)

<b>COUNCIL</b>	<b>MOTION</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

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Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

CITY OF ENGLEWOOD

RESOLUTION #XXX-09-23-14

**AUTHORIZING AWARD OF CONTRACT FOR  
ELEANOR HARVEY PARK CONSTRUCTION - PHASE II, PROJECT NO. 111423**

**WHEREAS**, sealed bids were received on September \_\_, 2014 for the Eleanor Harvey Park Construction - Phase II, Project No. 111423 in accordance with specifications therefore and following public advertisement; and

**WHEREAS**, specifications were sent and responsible bids were received from \_\_\_\_ ( ) bidders listed on the attached Bid Summary Sheet; and

**WHEREAS**, the bid submitted by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, New Jersey \_\_\_\_\_ for the sum of \$ \_\_\_\_\_ was determined to be the low bid and is in compliance with the specifications; and based upon the recommendation of the City Engineer, can be accepted by the City Council; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available to award this contract; and

**WHEREAS**, this bid is awarded according to a fair and open process pursuant to PL 2004, c.19; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Englewood that the bid submitted by \_\_\_\_\_, is hereby accepted; and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute an agreement between the City of Englewood and \_\_\_\_\_, for the Eleanor Harvey Park Construction - Phase II, Project No. 111423 in accordance with the specifications therefore.

**BE IT FURTHER RESOLVED** that subject to the availability of funds therefore, the City Manager is authorized to approve change orders in a sum not to exceed 20% of the contract price.

Funding for this project is available from the following sources:

- The Eleanor Harvey Trust

<i>COUNCIL</i>	<i>MOTION</i>	<i>AYES</i>	<i>NAYS</i>	<i>ABSTAIN</i>	<i>ABSENT</i>
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

**CITY OF ENGLEWOOD**

**RESOLUTION #XXX-09-23-14**

**AUTHORIZE EXECUTION OF RIGHT OF WAY AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND FIBER TECHNOLOGIES NETWORKS, LLC TO PERMIT THE INSTALLATION, USE AND MAINTENANCE OF TELECOMMUNICATIONS FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATIONS SERVICES**

**WHEREAS**, Fiber Technologies Networks, LLC (hereinafter "Fibertech"), a New York limited liability company, with offices located at 300 Meridian Centre, Rochester, New York, is authorized to provide local exchange and interexchange telecommunications services throughout the State of New Jersey pursuant to an Order issued by the New Jersey Board of Public Utilities ("NJBP") in Docket No. TE05080683 dated September 14, 2005; and

**WHEREAS**, Fibertech has requested the consent of the Municipality to occupy public rights-of-way within the Municipality for a period of fifty (50) years for the purpose of constructing, installing, operating, repairing, maintaining and replacing a telecommunications system; and

**WHEREAS**, it is deemed to be in the best interest of the Municipality and its citizenry, particularly including the commercial and industrial citizens, for the Municipality to grant municipal consent to Fibertech to occupy the public rights-of-way within the Municipality for this purpose; and

**WHEREAS**, the granting of such consent is and shall be conditional upon Fibertech's continued compliance with all existing and future ordinances of the Municipality and its entering into a written agreement with the Municipality to, inter alia, indemnify and hold the Municipality harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications system within certain public rights-of-way and provide liability insurance coverage for personal injury and property damage ; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Englewood, Bergen County, New Jersey:

1. That non-exclusive consent is hereby granted to9 Fibertech to occupy the public rights-of-way within the Municipality for the purpose of construction, installation, operation, repair, maintenance and replacement of a telecommunications system for a period of fifty (50) years.
2. The within granted permission is conditioned upon Fibertech entering into the attached Agreement with the Municipality and providing liability and property damage insurance coverage.
3. The City Manager and City Clerk are hereby authorized to execute the attached Agreement.
4. A copy of this Resolution and the executed Agreement shall be filed in the Office of the City Clerk.

<b>COUNCIL</b>	<b>MOTION</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

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Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

## **RIGHTS-OF-WAY USE AGREEMENT**

**THIS RIGHTS-OF-WAY USE AGREEMENT** (“Use Agreement”) is dated \_\_\_\_\_, 20\_\_ (the “Effective Date”), and entered into by and between the \_\_\_\_\_ (“Municipality”), a New Jersey municipal corporation, having its address at \_\_\_\_\_, \_\_\_\_\_, New Jersey, \_\_\_\_\_, and Fiber Technologies Networks, L.L.C. (“Fibertech”), a New York limited liability company with offices located at 300 Meridian Centre, Rochester, New York 14618.

### **RECITALS**

**WHEREAS**, Fibertech has been approved by the New Jersey Board of Public Utilities (“NJBP”) to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket NO. TE05080683 on September 14, 2005. Pursuant to such authority granted by the Board, Fibertech may locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

**WHEREAS**, Fibertech proposed to place telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within the Municipality for the purpose of constructing, installing, operating, repairing and maintaining a telecommunications system; and

**WHEREAS**, it is in the best interest of the Municipality and its citizenry for the Municipality to grant consent to Fibertech to occupy said public rights-of-way within the Municipality for this purpose; and

**WHEREAS**, the consent granted herein is for the non-exclusive use of the public rights-of-way within the Municipality for the purpose of constructing, installing, operating, and maintaining a telecommunications system;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Fibertech hereby agree to and with each other as follows:

**Section 1. Definitions.**

- a. "Fibertech" is the grantee of rights under this Use Agreement and is known as Fiber Technologies Networks, L.L.C., its successors and assigns.
- b. "NJBPU" is the New Jersey Board of Public Utilities.
- c. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- d. "Rights-of-Way" means the areas devoted to passing under, over, on or through lands with public utility facilities.
- e. "Municipality" is the grantor of rights under this Use Agreement and is known as the \_\_\_\_\_, County of \_\_\_\_\_, State of New Jersey.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

**Section 2. Grant of Consent.**

The Municipality hereby grants Fibertech its municipal consent for the non-exclusive use of the public rights-of-way for the purpose of constructing, installing,

operating, and maintaining a telecommunications system. The consent granted herein shall be for the performance of work within the rights-of-way of the Municipality only.

**Section 3. Public Purpose.**

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Fibertech to occupy said public rights-of-way within the Municipality for this purpose.

**Section 4. Project Description.**

Any construction to be undertaken for the purposes described herein shall require prior notice by Fibertech to the Municipality. Fibertech shall fully describe the construction to be undertaken and shall coordinate and work with the appropriate Municipal departments before scheduling and commencing any construction. Prior to commencing any excavation work, Fibertech or its authorized contractor shall obtain a road opening permit from the Municipality.

**Section 5. Scope of Use Agreement.**

Any and all rights expressly granted to Fibertech under this Use Agreement, which shall be exercised at Fibertech's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create

or vest in Fibertech a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of existing Utility Poles, which shall be the sole responsibility of Fibertech to undertake and obtain, the Municipality hereby authorizes and permits Fibertech to enter upon the Municipality's rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace telecommunications facilities, in or on Utility Poles or other structures or to be constructed by Fibertech located within the Municipality's rights-of-way as may be permitted.

**Section 6. Compliance with Ordinance.**

Fibertech shall comply with all existing ordinances of the Municipality as may be amended from time to time and with all future ordinances as may be enacted.

**Section 7. Municipal Costs.**

Fibertech agrees to pay reasonable costs incurred by the Municipality by reason of Fibertech telecommunications system, including, but not limited to, Municipality's attorneys fees for the negotiation and preparation of this Use Agreement and accompanying resolution authorizing its execution.

**Section 8. Duration of Consent.**

The non-exclusive municipal consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that Fibertech ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

**Section 9. Indemnification.**

Fibertech, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Fibertech's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connections with Fibertech activities pursuant to the rights granted in this Use Agreement.

**Section 10. Notices.**

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Fibertech at:

Charles B. Stockdale  
Vice President and General Counsel  
Fiber Technologies Networks, L.L.C.  
300 Meridian Centre  
Rochester, New York 14618

With a copy to: Judith A. Newkirk  
Director of Regulatory Affairs & Compliance  
Fiber Technologies Networks, L.L.C.  
300 Meridian Centre  
Rochester, New York 14618

To the Municipality: \_\_\_\_\_ of \_\_\_\_\_

Attn: Municipal Clerk

**Section 11. Liability Insurance.**

Fibertech shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and as excess liability policy (or “umbrella”) policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Fibertech shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Municipality shall notify Fibertech within fifteen (15) days after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Fibertech’s or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

**Section 12. Assignment.**

Fibertech may not assign this Use Agreement without the written consent of the Municipality, except that Fibertech shall have the right, upon notice to the Municipality,

to assign this Use Agreement without the Municipality's consent, provided, however, that such assignment is approved by the NJBPU.

**Section 13. Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 14. Governing Law.**

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

**Section 15. Incorporation of Prior Agreements.**

This Use Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 16. Modification of Agreement.**

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modifications or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 17. Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of

convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 18. Counterparts.**

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

**IN WITNESS WHEREOF**, this Use Agreement has been executed as of the date set forth below.

**FIBER TECHNOLOGIES NETWORKS, L.L.C.**  
By: **Fibertech Networks, LLC, its sole member**

Witness

\_\_\_\_\_  
Charles B. Stockdale  
Vice President and General Counsel

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_ **OF** \_\_\_\_\_

Witness

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF ENGLEWOOD**

**RESOLUTION #XXX-09-23-14**

**REFUNDS DUE TO STATE TAX APPEALS**

**WHEREAS**, a judgment has been received from the Tax Court of New Jersey for the following Block and Lot in the City of Englewood; and

**WHEREAS**, the said judgment has created and overpayment on the tax account listed for said years;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Englewood, in the County of Bergen, State of New Jersey, that the Chief Financial Officer be and he is hereby authorized to refund overpayment of the property taxes in the amount of \$5,046.86 for said years due to successful tax court judgments.

<b>COUNCIL</b>	<b>MOTION</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

---

Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

CITY OF ENGLEWOOD

RESOLUTION #XXX-09-23-14

REFUND OF TAX OVERPAYMENT

**WHEREAS**, it has been determined by the Tax Collector that Block 2223, Lot 5, 346 Decatur Avenue, is entitled to a tax overpayment refund;

**WHEREAS**, it is the desire of the City Council to have this overpayment returned to the party requesting the refund;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Englewood, in the County of Bergen, State of New Jersey, the Chief Financial Officer be and he is hereby authorized to refund the overpayment of property taxes in the amount of \$1,608.26 to Martin & Ana Mercedes, 346 Decatur Avenue, Englewood, NJ 07631.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Tax Collector and Finance Officer.

COUNCIL	MOTION	AYES	NAYS	ABSTAIN	ABSENT
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

CITY OF ENGLEWOOD

RESOLUTION #XXX-09-23-14

**AUTHORIZING THE LEWIS BECOTE HISTORIC COMMUNITY GARDEN**

**WHEREAS**, the City of Englewood owns property located at the corner of Genesee Avenue and Lafayette Place, designated as Block 2110 Lot 17 also known as 206 Lafayette Place. According to interviews and reminisces of Englewood residents this property has been utilized as a vegetable garden for the community for over 100 years; and

**WHEREAS**, this community garden will be designated in honor of Lewis Becote, an Englewood resident, who was the first and most notable caretaker of this garden.

**WHEREAS**, the City of Englewood is interested in maintaining this property as a Community Garden in order to foster volunteerism, pride in the community and healthy eating habits among the area residents; and

**WHEREAS**, the Lewis Becote Historic Garden Committee wishes to oversee the maintenance of this garden and will supervise and rent the 28 raised beds that have been erected at the garden.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Englewood, County of Bergen, State of New Jersey, that the City of Englewood owned property located at the corner of Genesee Avenue and Lafayette Place, designated as Block 2110 Lot 17 also known as 206 Lafayette Place is hereby designated as the Lewis Becote Historic Community Garden under the sponsorship of the Lewis Becote Historic Garden Committee.

<b>COUNCIL</b>	<b>MOTION</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

CITY OF ENGLEWOOD

RESOLUTION #XXX-09-23-14

AUTHORIZING REIMBURSEMENT TO THE ENGLEWOOD VOLUNTEER AMBULANCE CORPS FOR AN EMERGENCY BACKUP GENERATOR

WHEREAS, there is a need for an emergency backup generator to be installed at the Englewood Volunteer Ambulance Corps (EVAC) headquarters located at 7 Jay Street in the City of Englewood in order for the necessary operation of EVAC during power outages so they can continue to provide emergency services to the City and its residents; and

WHEREAS, the City of Englewood wishes to provide reimbursement in the amount of \$35,242.00 to the Englewood Volunteer Ambulance Corps for the emergency backup generator. A 36kw Generac Standby Generator with a 400 amp Automatic Transfer Switch and 225 amp 3-phase disconnect will be installed.

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to reimburse the Englewood Volunteer Ambulance Corps (EVAC) for this expenditure from Ordinance #04-13 (6); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Englewood that the Englewood Volunteer Ambulance Corps (EVAC) will be reimbursed for the installation of an emergency backup generator at their headquarters located at 7 Jay Street in Englewood.

COUNCIL	MOTION	AYES	NAYS	ABSTAIN	ABSENT
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood

CITY OF ENGLEWOOD

RESOLUTION # XXX-09-23-14

**RENEWAL OF LIQUOR LICENSES FOR 2014-2015**

**BE IT RESOLVED** by the City Council of the City of Englewood that the City Clerk is hereby directed to sign, issue, and deliver Alcoholic Beverage license(s) to each of the persons, associations, firms, corporations, or clubs listed below; and to be effective only at the locations set forth after their respective names for the period which began July 1, 2014 at 12:01 AM and will end on June 30, 2015 at 12:00 midnight; and

**BE IT FURTHER RESOLVED** that a periodic review of all liquor licenses will be conducted during the 2014-2015 license year.

**PLENARY RETAIL CONSUMPTION LICENSE #33**

0215-33-005-010          Parea LLC (*Inactive*)          *No Address on File*

**PLENARY RETAIL DISTRIBUTION LICENSE #44**

0215-44-015-013          70 Grand LLC (*Inactive*)          *No Address on File*

COUNCIL	MOTION	AYES	NAYS	ABSTAIN	ABSENT
<i>Algrant</i>					
<i>Forman</i>					
<i>Skurnick</i>					
<i>Cohen</i>					
<i>Hamer</i>					

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Council of the City of Englewood.

\_\_\_\_\_  
Lauren P. Vande Vaarst, RMC  
City Clerk  
City of Englewood