

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R14-149**

**GRANTING PERMISSION TO AT&T CORP. TO INSTALL
TELECOMMUNICATION FACILITIES ALONG, UNDER AND OVER
THE PUBLIC RIGHT-OF-WAY**

WHEREAS, AT&T Corp. is a telecommunications carrier authorized to provide service by the New Jersey Board of Public Utilities ("BPU") and the Federal Communications Commission ("FCC"); and

WHEREAS, AT&T Corp., as a public utility and common carrier, has requested approval to install telecommunications facilities in the Borough of Woodland Park's ("Borough") municipal right-of-way on behalf of itself and its subsidiaries including AT&T Communications of New Jersey, L.P. and Teleport Communications New York (collectively "AT&T"); and

WHEREAS, AT&T is seeking to lease or obtain conduit space and access to poles with other utilities in order to locate, place, attach, install, operate and maintain its facilities within the public right-of-ways for purposes of providing telecommunication services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey as follows:

1. Permission and authority are hereby granted to AT&T to install telecommunication facilities on utility poles or within underground conduits located within the public right-of-way in the Borough, in order to provide telecommunication services to the public and facilities, to operate, maintain and repair said facilities, subject to the following:

A. The facilities shall be installed in underground conduit and/or onto utility poles in the public right-of-way.

B. AT&T, its successors and assigns, shall adhere to all applicable Federal, State and Local laws regarding safety requirements for the use of the public right-of-way.

D. Such permission shall be and is hereby given upon the condition and provision that AT&T, its successors and assigns, not only indemnify and save harmless the officers, agents and servants from claims arising from or in any way connected to the acts or omissions of the public right-of-way behalf of the Borough to defend any action at law or equity which may be brought against the Borough upon such claim or claims arising during the construction period, excluding in all instances claims arising out of the gross negligence or willful misconduct on the part of the Borough.

E. In addition to the aforesaid indemnity agreement, AT&T, its successors and assigns, shall at its own cost and expense procure and keep at all times in full force and effect paid up policies for Comprehensive General Liability Insurance in favor of the Borough in the amount of \$5,000,000.00, inclusive of umbrella coverage, covering bodily injury and property damage arising out of any one accident. Proof of said coverage, naming the Borough as an additional insured and including the indemnification coverage required in Section D, shall be filed with the Borough Clerk prior to commencing with any construction or installation work. The Borough shall have the right to increase the amount of Comprehensive General Liability Insurance and to alter the terms of the insurance called for under this Section. AT&T shall provide the Borough with thirty (30) days written notice of modification, cancellation or non-renewal of said insurance policy.

F. Such permission shall be and is hereby given upon the further condition that in the use of the public right-of-way AT&T, its successors

and assigns, shall become subject to any lawful Ordinance or Resolution now or hereafter adopted by the Borough.

- G. Such permission shall be and is hereby given upon the further condition that AT&T shall obtain all applicable permits which may be required by the Borough and shall comply with and bear the expenses of all applicable Borough requirements regarding traffic control and police supervision while any work in the public right-of-way is occurring.
- H. AT&T shall be responsible for the repair of any damage to paving, existing utility lines or any surface or subsurface installations, etc... arising from the construction, installation or maintenance of said plant.
- I. AT&T shall be responsible for restoring the surface and foundation of the street for which a Borough permit is granted in a manner acceptable to the Borough's Municipal Engineer and shall be further required to post a two (2) year maintenance bond guaranteeing all work performed under the permit.
- J. This instrument shall be adopted on behalf of the Borough by the Borough Council and attested to by the Borough Clerk who shall affix the Borough Seal thereto. Said execution, approval and filing thereof shall constitute the existence of public notification.
- K. The permission and authority granted herein shall be for a period of fifteen (15) years from the effective date of this Resolution. However, such permission and authority shall be automatically extended for additional periods of five (5) years each; provided however that either party may cancel such permission and authority with a minimum of one (1) year prior written notice to each other.

Record of Mayor and Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Spinelli					Kallert				
DeCesare					Pascrell				
Gatti					Mayor Kazmark				
Holloway									

This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the 14th day of May, 2014. Signed and sealed before me.

Kevin Galland, Municipal Clerk

May 14, 2014
Dated