
Marilyn Bojanowski

From: Paul Rubacky <opra+request-7595-34a0be77@requests.opramachine.com>
Sent: Saturday, October 12, 2019 2:25 PM
To: Marilyn Bojanowski
Subject: OPRA request - Radburn Station Parking

Dear Fair Lawn Borough,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Contracts, leases, agreements and communications among the Borough of Fair Lawn, Conrail and NJ Transit regarding the use of Conrail or NJ Transit property for parking or other purposes.

Yours faithfully,

Paul Rubacky

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-7595-34a0be77@requests.opramachine.com

Is muncclerk@fairlawn.org the wrong address for OPRA requests to Fair Lawn Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=fair_lawn_borough

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/radburn_station_parking

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

BOROUGH OF FAIR LAWN
OPEN PUBLIC RECORDS ACT REQUEST FORM
8-01 FAIR LAWN AVENUE
FAIR LAWN, NJ 07410
201-794-5340 FAX 201-475-1581
mbojanowski@fairlawn.org
Marilyn B. Bojanowski, RMC, Municipal Clerk

781-2019
Mex. Clerk

Important Notice

The last page of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information – Please Print

First Name	Paul	MI	Last Name	Rubacky
Email address	Opra+request-7595-34a0be77@requests.opramachine.com			
Mailing Address				
City	State	Zip		
Telephone	FAX			
Preferred Delivery:	Pick Up	US Mail	Fax	E-mail
	Up	Inspect		X
If you are requesting records containing personal information, please circle one: Under penalty of N.J.S.A. 2C:28-3, I certify that I HAVE / HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.				
Signature	Date		October 15, 2019	

Payment Information

Maximum Authorization Cost	\$	
Select Payment Method		
Cash	Check	Money Order
Fees:	Letter size pages - \$0.05 per page	
	Legal size pages - \$0.07 per page	
	Other materials (CD, DVD, etc) – actual	
Delivery:	Delivery / postage fees additional depending upon delivery type.	
Extras:	Special service charge dependent upon request.	

Record Request Information: Please be as specific as possible in describing the records being requested. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

See attached.

RECEIVED
MUNICIPAL CLERK'S OFFICE
OCT 15 A 11:25

Pursuant to N.J.S.A. 39:4-131, all mailed, faxed or emailed requests for accident reports will be assessed an administrative charge of \$5.00, plus any fee that may apply pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"). Any "in person" request for accident reports will not incur the administrative charge of \$5.00 but will be subject to all applicable OPRA fees.

Depo: 10-24-19

Est. Document Cost	
Est. Delivery Cost	
Est. Extras Cost	
Total Est. Cost	
Deposit Amount	
Estimated Balance	
Deposit Date	

Disposition Notes Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.	
In Progress	Open
Denied	Closed
Filled	Closed
Partial	Closed

Tracking Information		Final Cost
Tracking #	781-2019	Total
Rec'd Date	10-15-19	Deposit
Ready Date	10-24-19	Balance Due
Total Pages		Balance Paid
Records Provided		
Custodian Signature		Date
Sandra E. Bojanowski		10-24-19

Sandra Olivola

From: Sandra Olivola
Sent: Thursday, October 24, 2019 11:21 AM
To: 'opra+request-7538-11845@requests.opramachine.com'
Subject: OPRA 781-2019
Attachments: doc03185220191024111208.pdf

We are in receipt of your OPRA Request of October 15, 2019. Please find a pdf file attached in response to your request.

Thank you.

Sandra Olivola, RMC/CMR
Deputy Municipal Clerk
Borough of Fair Lawn
8-01 Fair Lawn Avenue
Fair Lawn, New Jersey 07410
Phone: 201-794-5340

NOTICE OF CONFIDENTIALITY

This message, including any prior messages and attachments, may contain advisory, consultative and/or deliberative material, confidential information or privileged communications of the Borough of Fair Lawn. Access to this message by anyone other than the sender and the intended recipient(s) is unauthorized. If you are not the intended recipient of this message, any disclosure, copying, distribution or action taken or not taken in reliance on it, without the expressed written consent of the Borough, is prohibited. If you have received this message in error, you should not save, scan, transmit, print, use or disseminate this message or any information contained in this message in any way and you should promptly delete or destroy this message and all copies of it. Please notify the sender by return e-mail if you have received this message in error

SECTION 3

PARCEL 63

LEASE ACCOUNT # 208-3-63-1

THIS AGREEMENT, Made this 6 day of June, One Thousand Nine Hundred Eighty Three, between the Borough of Fair Lawn in the County of Bergen, hereinafter called the Borough and the STATE OF NEW JERSEY, acting through its Commissioner of the Department of Transportation, hereinafter called the State;

WHEREAS, in pursuance of N.J.S.A. 27:12-1 (b), et seq, the Commissioner of Transportation may lease to any municipal corporation for public use only, any real estate or any right or interest therein which has come into possession or control of the Commissioner.

WHEREAS, making land available to the Borough for constructing, operating and maintaining a park and ride facility which would benefit the Borough in maintaining well managed parking facilities; and

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the mutual covenants contained herein, the Borough and the State agree as follows:

FIRST: The Borough Agrees to:

- (a) Lease from the State that area which is identified as Route 208, Section 3, Parcel 63 and more particularly described as Exhibit A, attached hereto and made a part hereof.
- Moreover, there is denied access to the Southeast exit ramp from N.J. 208 to Fair Lawn Avenue (Co. Rd. 76) as indicated on Exhibit A.
- (b) The Borough of Fair Lawn agrees to maintain the above mentioned lot in a pleasing appearance taking all responsible steps to protect the health and safety of the general public, to the satisfaction of the State. The Borough is to erect physical barriers to regulate the parking of vehicles. Parking will be regulated and permitted by decal only according to the regulations set forth in Borough Code, Sections 8-3 through 8-5, inclusively.
- Unauthorized vehicles will be removed at the owners's expense. Notification to the public will be made by the placement of signs at the entrance to the lot.
- (c) After approval by the State, construct all items necessary to give effect to the purpose and intent of this agreement.
- (d) Maintain and operate said public safety, health and municipal police control to the entire satisfaction of the State.

- (e) Basic grading and stoning of the leased area or paving and striping at the option of the Borough.
- (f) After termination of the subject agreement the Borough agrees to restore the leased land, in part or in whole, to essentially the same physical condition as at the inception of the lease, at the State's option.

SECOND: The State Agrees to:

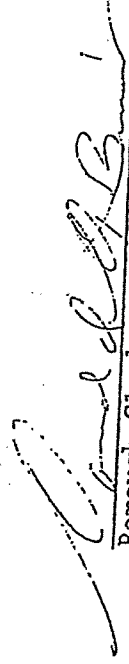
- (a) Let the premises referred to in part FIRST herein to the Borough for the sum of ONE (\$1.00) DOLLAR, per month, payable in one annual installment of \$12.00 payable by January 31st of each year prorated from the execution of lease for first year.
- (b) Bill the Borough according to New Jersey Department of Transportation standard practice for rental of the subject area.

THIRD: Both Parties Agree that:

- (a) During the exercise of such possession, occupancy and jurisdiction of the subject premises by the Borough, it shall be charged with the responsibility and liability of any kind or nature whatsoever, arising out of or resulting from any act or failure to act by the Borough under or by virtue of or in connection with the possession, occupancy and jurisdiction given the Borough in this agreement. The Borough shall assume all responsibility in connection with legislative claims arising out of or in connection with the occupancy, possession, jurisdiction and authority given it in this agreement. The "Borough" will indemnify the "State" and the "Borough" will have issued to it a liability insurance policy in the amount of \$1,000,000. protecting the "State" from any claim arising out of the possession, use and occupancy of the subject premises by the "Borough".
- (b) This lease may be cancelled by the State on a 30-day written notice except for cause in which event cancellation be required on five (5) day written notice but shall be automatically renewed for successive terms of one (1) month each unless cancelled by either party. Cancellation by the tenant requires 30-day written notice. The property may be occupied by you only and may not be sublet.
- (c) Settlement on all claims shall be on a pro-rata basis if the date falls in between a regular billing period.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers and had the same properly attested in accordance with pertinent laws and regulations.

Attest:


Borough Clerk

BOROUGH OF FAIR LAWN

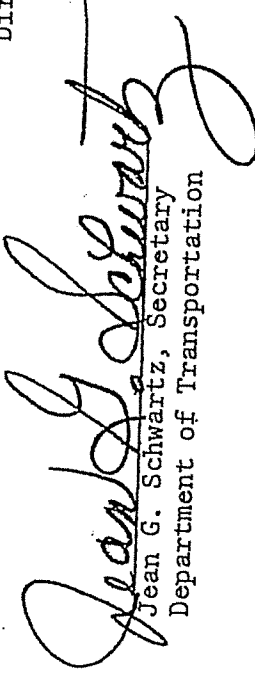
By 
Mayor

THE STATE OF NEW JERSEY

By 

James V. Hyde, Jr.
Director of Right of Way, Transportation

Attest:


Jean G. Schwartz, Secretary
Department of Transportation

June 10, 1983

Date
