



Common Council of the City of Summit

Special Meeting Agenda for Monday, March 8, 2021

5 : 0 0 p m

Virtual Meeting

(Produced by the Office of the Secretary to the Mayor and Council)

CALL TO ORDER

ADEQUATE NOTICE COMPLIANCE STATEMENT

Adequate notice of this meeting has been provided by the City Clerk's Office in the preparation of the council meeting notice, dated February 25, 2021, which was properly distributed and posted per statutory requirements.

ROLL CALL

PLEDGE OF ALLEGIANCE

EXPLANATORY NOTE REGARDING HEARINGS AND COMMENTS

Please be advised that council meetings are broadcast live on Comcast Channel 36 and Verizon Channel 30 and rebroadcast on Thursdays and Saturdays on HTTV on Comcast 36 and Verizon 33. This meeting is also streaming live through YouTube. To view this meeting via YouTube, please visit the city's website at cityofsummit.org and click on the YouTube icon at the top of the home page.

While this council meeting is being broadcast live and members of the governing body are participating remotely, steps have been put in place to accommodate public input during this meeting through public notice, dated February 25, 2021, which provided information for those wishing to participate during Public Comment periods at this council meeting. The City Clerk's Office also provided, through public notice, instructions on how the public could submit a question or comment via email or regular first-class mail in advance of the meeting. Public comment will be permitted at specified times as outlined in the agenda. Please refrain from commenting until solicited by the Council President.

For those members of the public who wish to make a comment during a designated public comment period, please use the "raise hand" feature and you will be called upon by the Council President.

Unless you are using an electronic device to follow the meeting agenda or need it for professional emergency contact purposes, please turn it off. Lastly, we ask that all participants remain on "mute" unless called upon to speak. Thank you.

(The following matters were known at agenda deadline. Other matters may arise thereafter that need timely consideration or reaction.)

PUBLIC COMMENTS

Council welcomes comments from any member of the public about issues that are not topics on tonight's business agenda. Whenever an audience or Council member reads from a prepared statement, please provide a copy to the City Clerk at rlicatese@cityofsummit.org. To help facilitate an orderly meeting and to permit all to be heard, speakers are asked to limit their comments to 3 minutes.

CONSENT AGENDA

(The following resolutions will be voted upon as a whole. Those wishing to comment will be recognized by the Council President upon request.)

CAPITAL PROJECTS & COMMUNITY SERVICES

(ID # 7742)	1. Approve Temporary Parklet Location at 10-12 Bank Street & Authorize Installation of Same - Serra Restaurant
(ID # 7741)	2. Approve Temporary Parklet Location at 7 Union Place & Authorize Installation of Same - Pizza Vita
(ID # 7740)	3. Approve Temporary Parklet Location at 427 Springfield Ave & Authorize Installation - Ani Ramen
(ID # 7751)	4. Approve Temporary Parklet Location at Union Place & Authorize Installation of Same - Due 360
(ID # 7752)	5. Authorize Use of Maple Street Road Closure - Fin Raw Bar and Kitchen
(ID # 7738)	6. Authorize Temporary Parklet Location and Execute License Agreement - The Office of Summit, LLC DBA The Office Tavern Grill
(ID # 7743)	7. Authorize Temporary Parklet Location, Authorize Installation & Execute Lease/License Agreement for Extension of Liquor License Premises - Villa Restaurant Group, DBA Piattino at 67 Union Place
(ID # 7732)	8. Authorize Use of Maple Street and Execute Lease/License Agreement - All My Friends LLC, DBA Summit House Restaurant
(ID # 7746)	9. Authorize Use of Maple Street and Execution of Lease/License Agreement - Truhaven Enterprises, Inc., DBA Fiorino Ristorante
(ID # 7759)	10. Authorize Use of Maple Street and Execution of Lease/License Agreement - Harvest Restaurants T/A Roots Steakhouse

LAW & LABOR

(ID # 7747)	1. Authorize Sidewalk Cafe on Springfield Avenue & Execute License Agreement - Harvest Restaurants T/A Roots Steakhouse
(ID # 7745)	2. Authorize Execution of License Agreement - Use of Sidewalk at 34, 38, 40, 42 and 44 Maple Street by Truhaven Enterprises, Inc., DBA Fiorino Ristorante
(ID # 7748)	3. Authorize Execution of Annual License Agreement - Use of Sidewalk, Select Restaurants, Inc.

LAW & LABOR (cont'd)

(ID # 7721)	4. Authorize Execution of Annual License Agreement - The Office of Summit, LLC d/b/a The Office Tavern Grill
(ID # 7722)	5. Authorize Execution of Annual License Agreement - The Office of Summit, LLC d/b/a Piattino Neighborhood Bistro

FINANCE

(ID # 7761)	Authorize Waiver 2021 Sidewalk Cafe Application Fee
-------------	---

ADJOURNMENT OF SPECIAL MEETING

CLOSED SESSION (IF NEEDED AND AUTHORIZED)

Resolution (ID # 7742)
March 8, 2021

**APPROVE TEMPORARY PARKLET LOCATION AT 10-12 BANK STREET & AUTHORIZE
INSTALLATION OF SAME - SERRA RESTAURANT**

WHEREAS, pursuant to Resolution No. 39522, adopted on November 4, 2020, the Common Council authorized the temporary expansion of the Parklet Program to provide restaurants with additional outside dining areas, and

WHEREAS, pursuant to the Governor's Executive Order No. 150, which is still in effect as of June 15, 2020, outdoor dining continues to be permitted, provided that certain guidelines are followed, and

WHEREAS, the City has received a request from Serra Restaurant and as a result, the Capital Projects and Community Services Committee ("CAP") has reviewed the proposed site and determined that it would be feasible to install a temporary Parklet at the following location:

Parklet Location: Serra Restaurant at 10 Bank Street

Use of two parking spaces in front of 10 and 12 Bank Street for outside dining.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve the installation of a temporary Parklet, at the location listed above. Notwithstanding, the Director of the Department of Community Services shall have the discretion to modify the location of the Parklet to maintain order and ensure public safety.
2. That pursuant to Resolution No. 39522, installation of a temporary Parklet at the above listed location is in accordance with Executive Order No. 150 and City regulations and is hereby authorized for expanded outdoor dining.
3. That the temporary Parklet shall be in effect upon the issuance of a permit from the Office of the City Clerk, which shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the Parklet Program prior to November 30, 2021 if necessary.
4. That Serra Restaurant shall comply with all requirements of the Americans with Disabilities Act ("ADA").
5. That the Director of the Department of Community Services shall be responsible for securing a signed affirmation from each food or beverage establishment that intends to use a Parklet affirming that each establishment will be responsible for the daily maintenance of the Parklet and for providing tables and chairs.

6. That installation of the temporary Parklet and the maintenance of same shall be supervised by the Director of the Department of Community Services.
7. That the Director of the Department of Community Services is authorized to close off the number of parking spaces specified above to facilitate the installation of the above listed temporary Parklet and shall coordinate same with the Director of the Parking Services Agency.
8. That the parking meter fees associated with the parking spaces being utilized for the installation of above listed temporary Parklet be and are hereby waived.
9. That the temporary Parklet may be removed if it is determined that it is not being utilized on a consistent basis.
10. The City Administrator shall have the discretion to create additional standards as appropriate to maintain order, enhance public safety and to help the City's restaurants and eateries that have been financially impacted by the COVID-19 Global Health Pandemic.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday, March 8, 2021.

City Clerk

Resolution (ID # 7741)
March 8, 2021

**APPROVE TEMPORARY PARKLET LOCATION AT 7 UNION PLACE & AUTHORIZE
INSTALLATION OF SAME - PIZZA VITA**

WHEREAS, pursuant to Resolution No. 39522, adopted on November 4, 2020, the Common Council authorized the temporary expansion of the Parklet Program to provide restaurants with additional outside dining areas, and

WHEREAS, pursuant to the Governor's Executive Order No. 150, which is still in effect as of June 15, 2020, outdoor dining continues to be permitted, provided that certain guidelines are followed, and

WHEREAS, the City has received a request from Pizza Vita and as a result, the Capital Projects and Community Services Committee ("CAP") has reviewed the proposed site and determined that it would be feasible to install a temporary Parklet at the following location:

Parklet Location: Pizza Vita, 7 Union Place

Use of the striped area adjacent to the Horse Trough and one (1) parking space immediately next to the striped area.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve the installation of a temporary Parklet at the location listed above. Notwithstanding, the Director of the Department of Community Services shall have the discretion to modify the location of the Parklet to maintain order and ensure public safety.
2. That pursuant to Resolution No. 39522, installation of a temporary Parklet at the above listed location is in accordance with Executive Order No. 150 and City regulations and is hereby authorized for expanded outdoor dining.
3. That the temporary Parklet shall be in effect upon the issuance of a permit from the Office of the City Clerk, which shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the Parklet Program prior to November 30, 2021 if necessary.
4. That Pizza Vita shall comply with all requirements of the Americans with Disabilities Act ("ADA").
5. That the Director of the Department of Community Services shall be responsible for securing a signed affirmation from each food or beverage establishment that intends to use a Parklet, affirming that each establishment will be responsible for the daily maintenance of the Parklet and for providing tables and chairs.

6. That installation of the temporary Parklet and the maintenance of same shall be supervised by the Director of the Department of Community Services.
7. That the Director of the Department of Community Services is authorized to close off the number of parking spaces specified above to facilitate the installation of the above listed temporary Parklet and shall coordinate same with the Parking Services Agency Manager.
8. That the parking meter fees associated with the parking spaces being utilized for the installation of above listed temporary Parklet be and are hereby waived.
9. That the temporary Parklet may be removed if it is determined that it is not being utilized on a consistent basis.
10. The City Administrator shall have the discretion to create additional standards as appropriate to maintain order, enhance public safety and to help the City's restaurants and eateries that have been financially impacted by the COVID-19 Global Health Pandemic.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday, March 8, 2021.

City Clerk

**APPROVE TEMPORARY PARKLET LOCATION AT 427 SPRINGFIELD AVE &
AUTHORIZE INSTALLATION - ANI RAMEN**

WHEREAS, pursuant to Resolution No. 39522, adopted on November 4, 2020, the Common Council authorized the temporary expansion of the Parklet Program to provide restaurants with additional outside dining areas, and

WHEREAS, pursuant to the Governor's Executive Order No. 150, which is still in effect as of June 15, 2020, outdoor dining continues to be permitted, provided that certain guidelines are followed, and

WHEREAS, the City has received a request from Ani Ramen and as a result, the Capital Projects and Community Services Committee ("CAP") has reviewed the proposed site and determined that it would be feasible to install a temporary Parklet at the following location:

Parklet Location: Ani Ramen, 427 Springfield Avenue

Use of two (2) parking spaces along Springfield Avenue. Specifically, the first space immediately after the mid-block crosswalk at the Promenade and the adjacent space directly in front of the restaurant. The third space to the left as you are facing the restaurant (in front of Willow Street) is not approved. Ani Ramen shall obtain consent from adjoining businesses & landlord and submit to the Office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve the installation of a temporary Parklet, at the location listed above. Notwithstanding, the Director of the Department of Community Services shall have the discretion to modify the location of the Parklet to maintain order and ensure public safety.
2. That pursuant to Resolution No. 39522, installation of a temporary Parklet at the above listed location is in accordance with Executive Order No. 150 and City regulations and is hereby authorized for expanded outdoor dining.
3. That the temporary Parklet shall be in effect upon the issuance of a permit from the Office of the City Clerk, which shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the Parklet Program prior to November 30, 2021 if necessary.
4. That Ani Ramen shall comply with all requirements of the Americans with Disabilities Act ("ADA").
5. That the Director of the Department of Community Services shall be responsible for securing a signed affirmation from each food or beverage establishment that intends to use a Parklet, affirming that each establishment will be responsible for the daily maintenance of the Parklet and for providing tables and chairs.

6. That installation of the temporary Parklet and the maintenance of same shall be supervised by the Director of the Department of Community Services.
7. That the Director of the Department of Community Services is authorized to close off the number of parking spaces specified above to facilitate the installation of the above listed temporary Parklet and shall coordinate same with the Parking Services Agency Director.
8. That the parking meter fees associated with the parking spaces being utilized for the installation of above listed temporary Parklet be and are hereby waived.
9. That the temporary Parklet may be removed if it is determined that it is not being utilized on a consistent basis.
10. The City Administrator shall have the discretion to create additional standards as appropriate to maintain order, enhance public safety and to help the City's restaurants and eateries that have been financially impacted by the COVID-19 Global Health Pandemic.

Dated: March 8, 2021

I, Rosalia M. Licatiese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday, March 8, 2021.

City Clerk

**APPROVE TEMPORARY PARKLET LOCATION AT UNION PLACE & AUTHORIZE
INSTALLATION OF SAME - DUE 360**

WHEREAS, pursuant to Resolution 39522, adopted on November 4, 2020, the Common Council authorized the temporary expansion of the Parklet Program to provide restaurants with additional outside dining areas, and

WHEREAS, pursuant to the Governor's Executive Order No. 150, which is still in effect, as of June 15, 2020, outdoor dining continues to be permitted, provided that certain guidelines are followed, and

WHEREAS, the City has received a request from Due 360 Restaurant and as a result, the Capital Projects and Community Services Committee ("CAP") has reviewed the proposed site and determined that it would be feasible to install a temporary Parklet at the following location:

Parklet Location: Due 360 on Union Place

Original request: the four (4) parking spaces to the left of the Handicap Space on Union Place.

Amended Approval: Use of two parking spaces to the left of Handicap Space on Union Place for outside dining.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve the installation of a temporary Parklet, as amended, at the location listed above. Notwithstanding, the Director of the Department of Community Services shall have the discretion to modify the location of the Parklet to maintain order and ensure public safety.
2. That pursuant to Resolution No. 39522, installation of a temporary Parklet at the above listed location is in accordance with Executive Order No. 150 and City regulations and is hereby authorized for expanded outdoor dining.
3. That the temporary Parklet shall be in effect upon the issuance of a permit from the Office of the City Clerk, which shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the Parklet Program prior to November 30, 2021 if necessary.
4. That Due 360 Restaurant shall comply with all requirements of the Americans with Disabilities Act ("ADA").
5. That the Director of the Department of Community Services shall be responsible for securing a signed affirmation from each food or beverage establishment that intends to

use a Parklet, affirming that each establishment will be responsible for the daily maintenance of the Parklet and for providing tables and chairs.

6. That installation of the temporary Parklet and the maintenance of same shall be supervised by the Director of the Department of Community Services.
7. That the Director of the Department of Community Services is authorized to close off the number of parking spaces specified above to facilitate the installation of the above listed temporary Parklet and shall coordinate same with the Parking Services Agency Manager.
8. That the parking meter fees associated with the parking spaces being utilized for the installation of above listed temporary Parklet be and are hereby waived.
9. That the temporary Parklet may be removed if it is determined that it is not being utilized on a consistent basis.
10. The City Administrator shall have the discretion to create additional standards as appropriate to maintain order, enhance public safety and to help the City's restaurants and eateries that have been financially impacted by the COVID-19 Global Health Pandemic.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday, March 8, 2021.

City Clerk

AUTHORIZE USE OF MAPLE STREET ROAD CLOSURE - FIN RAW BAR AND KITCHEN

WHEREAS, pursuant to Resolution No. 39661, adopted on February 2, 2021, the Common Council authorized the temporary closure of a section of Maple Street to provide restaurants with additional outside dining areas, and

WHEREAS, the Governor's Executive Order No. 150, which is still in effect as of June 15, 2020, continues to permit outdoor dining provided certain guidelines are followed, and

WHEREAS, the City has received a Sidewalk Café Application and Addendum for Parklet Use / Outdoor Dining from Fin Raw Bar and Kitchen to utilize a portion of Maple Street for outdoor dining.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve outdoor dining in the proposed location in the Maple Street road closure between Springfield Avenue and Union Place as depicted in the plan submitted by Fin Raw Bar and Kitchen.
2. That this approval is contingent upon the City receiving authorization to close Maple Street from the New Jersey Department of Transportation ("NJDOT").
3. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal departmental reviews.
4. The use of the Maple Street road closure for outdoor dining shall not commence until a permit is issued by the Office of the City Clerk.
5. That the Maple Street closure shall not extend beyond November 30, 2021 and may be terminated earlier at the discretion of the City, NJDOT.
6. That Fin Raw Bar & Kitchen shall comply with the requirements of the Americans with Disabilities Act ("ADA") with respect to its use of the roadway the sidewalk.
7. That authorization is restricted to the use of the road closure only and does not include use of the sidewalk in the Maple Street area for operation of a sidewalk café.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday evening, March 8, 2021.

City Clerk

Resolution (ID # 7738)
March 8, 2021

**AUTHORIZE TEMPORARY PARKLET LOCATION AND EXECUTE LICENSE
AGREEMENT - THE OFFICE OF SUMMIT, LLC DBA THE OFFICE TAVERN GRILL**

WHEREAS, pursuant to Resolution 39522, adopted on November 4, 2020, the Common Council authorized the temporary expansion of the Parklet Program to provide restaurants with additional outside dining areas, and

WHEREAS, pursuant to the Governor's Executive Order No. 150, which is still in effect, continues to permit outdoor dining, provided that certain guidelines are followed, and

WHEREAS, the City received a request from The Office of Summit, LLC, DBA The Office Tavern Grill ("The Office") and as a result, the Capital Projects and Community Services Committee ("CAP") has reviewed the proposed site and has determined that it feasible to install a temporary Parklet.

Parklet Location: The Office Tavern Grill, 61 Union Place

Use of two parking spaces in front of The Office immediately adjacent to the fire zone.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve the installation of a temporary Parklet at the location listed above. Notwithstanding, the Director of the Department of Community Services shall have the discretion to modify the location of the Parklet to maintain order and ensure public safety.
2. That pursuant to Resolution No. 39522, installation of a temporary Parklet at the above listed location is in accordance with Executive Order No. 150 and City regulations and is hereby authorized for expanded outdoor dining.
3. That the temporary Parklet shall be in effect upon issuance of a permit from the Office of the City Clerk, which shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the Parklet Program prior to November 30, 2021, if necessary.
4. Use of the parklet shall not commence until a permit is issued by the Office of the City Clerk office.
5. That The Office of Summit, LLC, DBA The Office Tavern Grill, shall comply with all requirements of the Americans with Disabilities Act ("ADA").

6. That the Director of the Department of Community Services shall be responsible for securing a signed affirmation from each food or beverage establishment that intends to use a Parklet, affirming that each establishment will be responsible for the daily maintenance of the Parklet and for providing tables and chairs.
7. That installation of the Parklet and the maintenance of same shall be supervised by the Director of the Department of Community Services.
8. That the Director of the Department of Community Services is authorized to close off the number of parking spaces necessary to facilitate the installation of the Parklets and shall coordinate same with the Parking Services Agency Director.
9. That Parklet may be removed if they are not being utilized on a consistent basis.
10. That this approval is contingent upon the City receiving approval from the New Jersey State Division of Alcoholic Beverage Control.
11. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal departmental reviews.
12. The City Administrator shall have the discretion to create additional standards as appropriate to maintain order, enhance public safety and to help the City's restaurants and eateries that are financially impacted by the COVID-19 Global Health Pandemic.
13. That the Mayor and City Clerk be and they are hereby authorized to sign a lease/license with The Office of Summit, LLC, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.2 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a request was received to utilize a certain portion of the Licensor's property consisting of the street area ("Parklet") in front of the premises located at 61 Union Place, and designated as Lot 10 in Block 2704 on the municipal tax map, as more particularly described in the application filed by Licensee with Licensor for Sidewalk Café License Addendum for Parklet/Outdoor Dining and in the COVID-19 Expansion of Premises Permit, License No. 2018-33-016-015 (the "Licensed Property"), at the annual charge or compensation of \$289.00, payable in advance. The license shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the license prior to November 30, 2021 in its sole and absolute discretion. Licensee shall not be entitled to a refund in the event the License is terminated.
14. The lease fee shall be calculated based on the per table basis in accordance with the City's existing per table fee structure.
15. That proof of a \$1 million liquor liability policy shall be provided.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and THE OFFICE OF SUMMIT, LLC D/B/A THE OFFICE TAVERN GRILL, a corporation, having an address 25 Washington Street., Morristown, NJ 07960 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only for the sale of alcoholic beverages for consumption, that a request was received to utilize a certain portion of the Licensor's property consisting of the street area ("Parklet") in front of the premises located at 61 Union Place, and designated as Lot 10 in Block 2704 on the municipal tax map, as more particularly described in the application filed by Licensee with Licensor for Sidewalk Café License Addendum for Parklet/Outdoor Dining and in the COVID-19 Expansion of Premises Permit, License No. 2018-33-016-015 (the "Licensed Property"), at the annual charge or compensation of \$289.00, payable in advance. The license shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the license prior to November 30, 2021 in its sole and absolute discretion. Licensee shall not be entitled to a refund in the event the License is terminated.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. Upon the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License. Upon a determination by the City that the Licensee is in violation, the City Clerk shall give written notice to the Licensee to correct such violation. In the event the Licensee fails or refuses to correct such violation, the Licensee's Sidewalk Café/Parklet/Outdoor Dining license shall be revoked. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect, save harmless, and release Licensor and each and every of its officers, agents, servants, employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use or occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, invitee or agent of Licensee, or by Licensor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Licensor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Licensor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Licensor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

City Clerk

CITY OF SUMMIT

By: _____
Nora G. Radest, Mayor

ATTEST:

**THE OFFICE OF SUMMIT, LLC., D/B/A
THE OFFICE TAVERN GRILL**

By: _____

Resolution (ID # 7743)
March 8, 2021

**AUTHORIZE TEMPORARY PARKLET LOCATION, AUTHORIZE INSTALLATION &
EXECUTE LEASE/LICENSE AGREEMENT FOR EXTENSION OF LIQUOR LICENSE
PREMISES - VILLA RESTAURANT GROUP, DBA PIATTINO AT 67 UNION PLACE**

WHEREAS, pursuant to Resolution 39522, adopted on November 4, 2020, the Common Council authorized the temporary expansion of the Parklet Program to provide restaurants with additional outside dining areas, and

WHEREAS, pursuant to the Governor's Executive Order No. 150, which is still in effect, continues to permit outdoor dining, provided that certain guidelines are followed, and

WHEREAS, the City has received a request from Villa Restaurant Group, DBA Piattino ("Piattino"), and as a result, the Capital Projects and Community Services Committee ("CAP") has reviewed the proposed site and has determined that it would feasible to install a temporary Parklet at the following location:

Parklet Location: Piattino, 67-71 Union Place

Use of two (2) parking spaces in front of the restaurant immediately adjacent to the fire zone.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve the installation of a temporary Parklet at the location listed above. Notwithstanding, the Director of the Department of Community Services shall have the discretion to modify the location of the Parklet to maintain order and ensure public safety.
2. That pursuant to Resolution No. 39522, installation of a temporary Parklet at the above listed location is in accordance with Executive Order No. 150 and City regulations and is hereby authorized for expanded outdoor dining.
3. That the temporary Parklet shall be in effect upon issuance of a permit by the Office of the City Clerk, which shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the Program prior to November 30, 2021, if necessary.
4. That use of the parklet shall not commence until a permit is issued by the Office of the City Clerk.
5. That Villa Restaurant Group, DBA Piattino shall comply with all requirements of the Americans with Disabilities Act ("ADA").

6. That the Director of the Department of Community Services shall be responsible for securing a signed affirmation from each food or beverage establishment that intends to use a Parklet, affirming that each establishment will be responsible for the daily maintenance of the Parklet and for providing tables and chairs.
7. That installation of the Parklet and the maintenance of same shall be supervised by the Director of the Department of Community Services.
8. That the Director of the Department of Community Services is authorized to close off the number of parking spaces necessary to facilitate the installation of the Parklets and shall coordinate same with the Parking Services Agency Director.
9. That Parklet may be removed if they are not being utilized on a consistent basis.
10. That this approval is contingent upon the City receiving approval from the New Jersey State Division of Alcoholic Beverage Control.
11. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal departmental reviews.
12. The City Administrator shall have the discretion to create additional standards as appropriate to maintain order, enhance public safety and to help the City's restaurants and eateries that are financially impacted by the COVID-19 Global Health Pandemic.
13. That the Mayor and City Clerk be and they are hereby authorized to sign a lease/license with The Office of Summit, LLC, the liquor license holder, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.2 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a request was received to utilize a certain portion of the Licensor's property consisting of the street area ("Parklet") in front of the premises located at 67-71 Union Place, and designated as Lot 11 in Block 2704 on the municipal tax map, as more particularly described in the application filed by Licensee with Licensor for Sidewalk Café License Addendum for Parklet/Outdoor Dining and in the COVID-19 Expansion of Premises Permit, License No. 2018-33-016-015 (the "Licensed Property"), at the annual charge or compensation of \$289.00, payable in advance. The license shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the license prior to November 30, 2021 in its sole and absolute discretion. Licensee shall not be entitled to a refund in the event the License is terminated.
14. That the lease fee shall be calculated based on the per table basis in accordance with the City's existing per table fee structure.
15. That proof of a \$1 million liquor liability policy shall be provided.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and THE OFFICE OF SUMMIT, LLC for VILLA RESTAURANT GROUP D/B/A PIATTINO, having an address at 25 Washington Street., Morristown, NJ 07960 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only for the sale of alcoholic beverages for consumption, that a request was received to utilize a certain portion of the Licensor's property consisting of the street area ("Parklet") in front of the premises located at 67-71 Union Place, and designated as Lot 11 in Block 2704 on the municipal tax map, as more particularly described in the application filed by Licensee with Licensor for Sidewalk Café License Addendum for Parklet/Outdoor Dining and in the COVID-19 Expansion of Premises Permit, License No. 2018-33-016-015 ("Licensed Property"), at the annual charge or compensation of \$289.00 payable in advance. The license shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the license prior to November 30, 2021 in its sole and absolute discretion. Licensee shall not be entitled to a refund in the event the license is terminated.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. Upon the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License. Upon a determination by the City that the Licensee is in violation, the City Clerk shall give written notice to the Licensee to correct such violation. In the event the Licensee fails or refuses to correct such violation, the Licensee's Sidewalk Café/Parklet/Outdoor Dining license shall be revoked. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect, save harmless, and release Licensor and each and every of its officers, agents, servants, employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use or occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, invitee or agent of Licensee, or by Licensor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Licensor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Licensor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Licensor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

City Clerk

CITY OF SUMMIT

By: _____
Nora G. Radest, Mayor

ATTEST:

**VILLA RESTAURANT GROUP, D/B/A
PIATTINO**

By: _____

**AUTHORIZE USE OF MAPLE STREET AND EXECUTE LEASE/LICENSE AGREEMENT -
ALL MY FRIENDS LLC, DBA SUMMIT HOUSE RESTAURANT**

WHEREAS, pursuant to Resolution No. 39661, adopted on February 2, 2021, the Common Council authorized the temporary closure of a section of Maple Street to provide restaurants with additional outside dining areas, and

WHEREAS, the Governor's Executive Order No. 150, which is still in effect as of June 15, 2020, continues to permit outdoor dining provided certain guidelines are followed, and

WHEREAS, the City has received a Sidewalk Café Application and Addendum for Parklet Use/ Outdoor Dining from All My Friends, LLC DBA Summit House Restaurant to utilize a portion of Maple Street for outdoor dining.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. It does hereby approve outdoor dining in the proposed temporary road closure on Maple Street between Springfield Avenue and 400 Alley as depicted in the plan submitted by Summit House Restaurant.
2. That this approval is contingent upon the City receiving authorization to close Maple Street from the New Jersey Department of Transportation ("NJDOT").
3. That this approval is contingent upon the City receiving approval from the New Jersey State Division of Alcoholic Beverage Control.
4. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal departmental reviews.
5. That the Maple Street closure shall not extend beyond November 30, 2021 and may be terminated earlier at the discretion of the City, NJDOT or ABC.
6. That the Office of the City Clerk shall issue a permit to Summit House Restaurant after the requisite approval from the State is received.
7. That the use of Maple Street for outdoor dining shall not commence until a permit is issued by the Office of the City Clerk.
8. All My Friends, LLC DBA Summit House Restaurant shall comply with the requirements of the Americans with Disabilities Act ("ADA").
9. That the Mayor and City Clerk be and they are hereby authorized to sign a lease/license with All My Friends, LLC. DBA Summit House Restaurant, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.3 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a certain portion of Lessor's property consisting of the Maple

Street area as designated as filed by the Licensee for a COVID-19 Expansion of Premises Permit, License No. 2018-33-003-007.

10. That the lease fee shall be calculated based on the per table basis in accordance with the City's existing per table fee structure.
11. That proof of a \$1,000,000 liquor liability policy shall be provided.
12. That authorization is restricted to the use of the road closure only and does not include use of the sidewalk on Maple Street area for operation of a sidewalk café.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday evening, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and ALL MY FRIENDS, LLC T/A SUMMIT HOUSE RESTAURANT, a corporation, having an address at 395-397 Springfield Avenue., Summit, NJ 07901 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only for the sale of alcoholic beverages for consumption, that certain portion of Maple Street, as more particularly described in the application filed by Licensee, License No. 2018-33-003-007 (the "Sidewalk Café License"), and the COVID-19 Expansion of Premises Permit, at the annual charge or compensation of \$473.00, payable in advance, for a term commensurate with the period for which the 2020 Sidewalk Café License is issued. The license shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the license prior to November 30, 2021 in its sole and absolute discretion. Licensee shall not be entitled to a refund in the event the license is terminated.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof as aforesaid, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. On the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License, if any. Upon a determination by the City that the Licensee is in violation, the City Clerk shall give written notice to the Licensee to correct such violation. In the event the Licensee fails or refuses to correct such violation, the Licensee's Sidewalk Café license shall be revoked. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect and save harmless, and hereby releases Licensor and each and every of its officers, agents, servants, and employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use and occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, Licensee, invitee or agent of Licensee, or by Licensor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Licensor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Licensor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Licensor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

CITY OF SUMMIT

City Clerk

By: _____
Nora G. Radest, Mayor

**ALL MY FRIENDS, LLC., T/A
SUMMIT HOUSE RESTAURANT**

ATTEST:

By: _____

AUTHORIZE USE OF MAPLE STREET AND EXECUTION OF LEASE/LICENSE AGREEMENT - TRUHAVEN ENTERPRISES, INC., DBA FIORINO RISTORANTE

WHEREAS, pursuant to Resolution No. 39661, adopted on February 2, 2021, the Common Council authorized the temporary and extended closure of a section of Maple Street to provide restaurants with additional outside dining areas pursuant to Executive Order No. 150, which permits outdoor dining beginning June 15, 2020 provided certain guidelines are followed, and

WHEREAS, the City has received a Sidewalk Café Application and Addendum for Parklet Use / Outdoor Dining from Truhaven Enterprises, Inc. DBA Fiorino Ristorante (“Fiorino”) to utilize a portion of Maple Street for outdoor dining.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve outdoor dining in the proposed location on Maple Street between Springfield Avenue and Union Place as depicted in the plan submitted by Fiorino.
2. That this approval is contingent upon the City receiving authorization to close Maple Street from the New Jersey Department of Transportation (“NJDOT”).
3. That this approval is contingent upon the City receiving approval from the New Jersey State Division of Alcoholic Beverage Control.
4. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal departmental reviews.
5. The use of Maple Street for outdoor dining shall not commence until a permit is issued by the Office of the City Clerk.
6. That the Maple Street closure shall not extend beyond November 30, 2021 and may be terminated earlier at the discretion of the City, NJDOT or ABC.
7. That Fiorino shall comply with the requirements of the Americans with Disabilities Act (“ADA”) with respect to its use of the roadway the sidewalk.
8. That the Mayor and City Clerk be and they are hereby authorized to sign a lease/license with The Office of Summit, LLC, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.2 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a certain portion of Lessor's property consisting of the sidewalk area abutting premises Truhaven Enterprises, Inc. DBA Fiorino Ristorante, located at 38 Maple Street, and designated as filed by Licensee for the COVID-19 Expansion of Premises Permit, License No. 2018-33-009-008.
9. The license fee shall be calculated based on the per table basis in accordance with the City's existing per table fee structure.
10. Proof of a \$1,000,000 liquor liability policy shall be provided.

Dated: March 8, 2021

I, Rosalia M. Licatiese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday evening, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and TRUHAVEN ENTERPRISES, INC. t/a FIORINO RISTORANTE, having an address at 38 Maple Street., Summit, NJ 07901 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only for the sale of alcoholic beverages for consumption, that certain portion of Maple Street ("Licensed Property") as more particularly described in the application filed by Licensee with Licensor for Sidewalk Café License No. 2018-33-009-008 (the "Sidewalk Café License"), and in the COVID-19 Expansion of Premises Permit at the annual charge or compensation of \$473.00, payable in advance. The license shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the license prior to November 30, 2021 in its sole and absolute discretion. Licensee shall not be entitled to a refund in the event the license is terminated.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. Upon the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License. Upon a determination by the City that the Licensee is in violation, the City Clerk shall give written notice to the Licensee to correct such violation. In the event the Licensee fails or refuses to correct such violation, the Licensee's Sidewalk Café license shall be revoked. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect, save harmless, and release Licensor and each and every of its officers, agents, servants, employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use or occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, invitee or agent of Licensee, or by Licensor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Licensor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Licensor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Licensor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

City Clerk

CITY OF SUMMIT

By: _____
Nora G. Radest, Mayor

ATTEST:

**TRUHAVEN ENTERPRISES, INC. T/A
FIORINO RISTORANTE**

By: _____

Resolution (ID # 7759)
March 8, 2021

**AUTHORIZE USE OF MAPLE STREET AND EXECUTION OF LEASE/LICENSE
AGREEMENT - HARVEST RESTAURANTS T/A ROOTS STEAKHOUSE**

WHEREAS, pursuant to Resolution #39661, adopted on February 2, 2021, the Common Council authorized the temporary closure of a section of Maple Street to provide restaurants with additional outside dining areas, and

WHEREAS, the Governor's Executive Order No. 150, which is still in effect as of June 15, 2020, continues to permit outdoor dining, provided certain guidelines are followed, and

WHEREAS, the City has received a Sidewalk Café Addendum - Parklet / Outdoor Dining Application. from Harvest Restaurants, T/A Roots Steakhouse ("Roots Steakhouse"), to utilize a section of the Maple Street road closure next to Roots Steakhouse for outdoor dining.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve outdoor dining at the proposed location in the Maple Street road closure between Springfield Avenue and 400 Alley as depicted in the plan submitted by Roots Steakhouse.
2. That this approval is contingent upon the City receiving authorization to close Maple Street from the New Jersey Department of Transportation ("NJDOT").
3. That this approval is contingent upon the City receiving approval from the New Jersey State Division of Alcoholic Beverage Control.
4. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal department reviews.
5. That Harvest Restaurants T/A Roots Steakhouse shall comply with all requirements of the Americans with Disabilities Act ("ADA").
6. That the Maple Street closure shall not extend beyond November 30, 2021 and may be terminated earlier at the discretion of the City, NJDOT or ABC.
7. That use of the Maple Street closure shall not commence until a permit is issued by the Office of the City Clerk after the requisite approvals are received from the State.
8. That the Mayor and City Clerk be and they are hereby authorized to sign a lease/license with Harvest Restaurants T/A Roots Steak House, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.3 c.2 of the City Code, for purposes only of the sale of

alcoholic beverages for consumption, that a certain portion of Licensor's property consisting of the Maple Street area as designated as filed by the Licensee for a COVID-19 Expansion of Premises Permit, License No. 2018-33-017-010.

9. In an effort to assist the City's restaurants and eateries during the COVID-19 pandemic, the usual charge for liquor license holders based on a per table basis is hereby waived for the current license year.
10. That the license fee shall be calculated based on the per table basis in accordance with the City's existing per table fee structure for sidewalk cafés.
11. That proof of a \$1,000,000 liquor liability policy shall be provided.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday evening, March 8, 2021.

City Clerk

Resolution (ID # 7747)
March 8, 2021

**AUTHORIZE SIDEWALK CAFE ON SPRINGFIELD AVENUE & EXECUTE LICENSE
AGREEMENT - HARVEST RESTAURANTS T/A ROOTS STEAKHOUSE**

WHEREAS, in addition to submitting an outdoor dining application for use of the Maple Street road closure, Harvest Restaurants T/A Roots Steakhouse has submitted a sidewalk café application for permission to operate a sidewalk café on a portion of Springfield Avenue in front of the restaurant, and

WHEREAS, in addition to obtaining permission to operate a sidewalk café on Springfield Avenue, Roots Steakhouse a license agreement is needed in order to extend its liquor license premises to the sidewalk.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That it does hereby approve the use of a portion of Springfield Avenue in front of Roots Steakhouse restaurant to operate a sidewalk café as depicted in the plan submitted by Harvest Restaurants T/A Roots Steakhouse.
2. That this approval is contingent upon the Office of the City Clerk receiving approval from the New Jersey State Division of Alcoholic Beverage Control.
3. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal departmental reviews.
4. That Harvest Restaurants T/A Roots Steakhouse shall comply with all requirements of the Americans with Disabilities Act (“ADA”).
5. That the sidewalk café shall not commence until a permit is issued by the Office of the City Clerk.
6. That the Mayor and City Clerk be and they are hereby authorized to sign a lease/license with Harvest Restaurants T/A Roots Steak House, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.3 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a certain portion of Lessor's property consisting of the Springfield Avenue area as designated as filed by the Licensee for a COVID-19 Expansion of Premises Permit, License No. 2018-33-017-010.
7. In an effort to assist the City's restaurants and eateries during the COVID-19 pandemic, the application fee for liquor license holders based on a per table basis is hereby waived for the current license year.

8. That the license fee shall be calculated based on the per table basis in accordance with the City's existing per table fee structure for sidewalk cafés.
9. That proof of a \$1 million liquor liability policy shall be provided.
10. That permission to extend the liquor license premises, as specified above, is subject to Harvest Restaurants T/A Roots Steakhouse submitting a current COVID-19 Extension of Premises permit as issued by the New Jersey Alcoholic Beverage Control Commission.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a special meeting held on Monday, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and ROOTS STEAKHOUSE, LLC for HARVEST RESTAURANTS T/A ROOTS STEAKHOUSE, a corporation, having an address at 401 Springfield Avenue., Summit, NJ 07901 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only for the sale of alcoholic beverages for consumption, that certain portion of Licensor's property consisting of the sidewalk area abutting the premises located at 401 Springfield Avenue, as more particularly described in the application filed by Licensee with Licensor for a Sidewalk Café, License No. 2018-33-017-010 (the "Sidewalk Café License"), and in the COVID-19 Expansion of Premises Permit at the annual charge or compensation of \$116.00, payable in advance. The license shall be valid through November 30, 2021. Notwithstanding, the City reserves the right to terminate the license prior to November 30, 2021 in its sole and absolute discretion. Licensee shall not be entitled to a refund in the event the license is terminated.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. Upon the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License. Upon a determination by the City that the Licensee is in violation, the City Clerk shall give written notice to the Licensee to correct such violation. In the event the Licensee fails or refuses to correct such violation, the Licensee's Sidewalk Café license shall be revoked. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect, save harmless, and release Licensor and each and every of its officers, agents, servants, employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use or occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, invitee or agent of Licensee, or by Licensor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Licensor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Licensor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Licensor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

City Clerk

CITY OF SUMMIT

By: _____
Nora G. Radest, Mayor

ATTEST:

By: _____

**ROOTS STEAKHOUSE, LLC
HARVEST RESTAURANT GROUP T/A
ROOTS STEAKHOUSE**

Resolution (ID # 7745)
March 8, 2021

**AUTHORIZE EXECUTION OF LICENSE AGREEMENT - USE OF SIDEWALK AT 34, 38, 40,
42 AND 44 MAPLE STREET BY TRUHAVEN ENTERPRISES, INC., DBA FIORINO
RISTORANTE**

WHEREAS, Truhaven Enterprises Inc. DBA Fiorino Ristorante (“Fiorino”) in addition to an application for outdoor dining using the proposed Maple Street road closure, Fiorino’s has submitted a sidewalk café application for use of the sidewalk area in front of its establishment at 38-40 Maple Street, and

WHEREAS, in addition to requesting the use of the sidewalk area in front of 38-40 Maple Street, Fiorino’s has requested use of the sidewalk in front of 34 Maple Street, 42 Maple Street and 44 Maple Street, and

WHEREAS, Fiorino’s has obtained written consent from the abutting property owners of 34, 42, and 44 Maple Street to use the area of sidewalk in front of each of those properties, and

WHEREAS, in addition to obtaining permission to conduct a sidewalk café and outdoor dining in the roadway at Maple Street, a lease agreement is needed in order to extend Fiorino’s liquor license premises to the requested area in front of 34 Maple Street, 38-40 Maple Street, 42 Maple Street and 44 Maple Street.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That the Mayor and City Clerk be and they are hereby authorized to sign a license agreement with Truhaven Enterprises, Inc DBA Fiorino Ristorante, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.2 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a certain portion of Licenser’s property consisting of the sidewalk area abutting premises Truhaven Enterprises, Inc. DBA Fiorino Ristorante, located at 38-40 Maple Street, including 34, 42 and 44 Maple Street and designated as filed by Licensee for the COVID-19 Expansion of Premises Permit, License No. 2018-33-009-008.
2. That in an effort to assist the City’s restaurants and eateries during the COVID-19 pandemic, the sidewalk café application fee for liquor licenses holders based on a per table basis is hereby waived for the current license year.
3. That the license fee shall be calculated based on the per table basis in accordance with the City’s existing per table fee structure.

4. That Truhaven Enterprises, Inc. DBA Fiorino Ristorante shall comply with all requirements of the Americans with Disabilities Act (“ADA”).
5. That proof of a \$1 million liquor liability policy shall be provided.
6. That the sidewalk café shall not operate at any time while outdoor dining is conducted in the temporary Maple Street road closure.
7. That sidewalk cafe shall not commence until a permit is issued by the Office of the City Clerk.
8. That this approval is contingent upon the Office of the City Clerk receiving approvals from internal departmental reviews.
9. That permission to extend the liquor license premises, as specified above, is subject to Truhaven Enterprises, Inc. DBA Fiorino Ristorante, submitting a current COVID-19 Extension of Premises permit as issued by the New Jersey Alcoholic Beverage Control Commission.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a special meeting held on Monday, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and TRUHAVEN ENTERPRISES, INC. t/a FIORINO RISTORANTE, having an address at 38-40 Maple Street., Summit, NJ 07901 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only for the sale of alcoholic beverages for consumption, that certain portion of Licensor's property consisting of the sidewalk area abutting the premises located at 38-40 Maple Street, and designated as Lot 4 in Block 2704 on the municipal tax map, and 34 Maple Street, 42 Maple Street and 44 Maple Street Maple Street ("Licensed Property") as more particularly described in the application filed by Licensee with Licensor for Sidewalk Café License No. 2018-33-009-008 (the "Sidewalk Café License"), and in the COVID-19 Expansion of Premises Permit at the annual charge or compensation of \$289.00, payable in advance, for a term commensurate with the period for which the 2021 Sidewalk Café License is issued.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. Upon the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License. Upon a determination by the City that the Licensee is in violation, the City Clerk shall give written notice to the Licensee to correct such violation. In the event the Licensee fails or refuses to correct such violation, the Licensee's Sidewalk Café license shall be revoked. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect, save harmless, and release Lessor and each and every of its officers, agents, servants, employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use or occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, invitee or agent of Licensee, or by Lessor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Lessor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Lessor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Lessor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

CITY OF SUMMIT

City Clerk

By:

Nora G. Radest, Mayor

ATTEST:

**TRUHAVEN ENTERPRISES, INC. T/A
FIORINO RISTORANTE**

ATTEST:

By:

**AUTHORIZE EXECUTION OF ANNUAL LICENSE AGREEMENT - USE OF SIDEWALK,
SELECT RESTAURANTS, INC.**

WHEREAS, Select Restaurants, Inc. t/a Winberie's Restaurant and Bar, ("Winberie's") has submitted an application to operate a sidewalk café, and

WHEREAS, as a liquor license holder, it is necessary for Select Restaurants, Inc., t/a Winberie's Restaurant and Bar to sign a license agreement with the City of Summit to extend its liquor license premises to the area in front of the restaurant.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That the Mayor and City Clerk be and they are hereby authorized to sign a license agreement with Select Restaurants, Inc. t/a Winberie's Restaurant and Bar, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.2 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a certain portion of Lessor's property consisting of the sidewalk area abutting premises located at 2 Kent Place Boulevard, and designated as filed by Licensee with Lessor for the Place-to-Place Transfer of Plenary Retail Consumption License No. 2018-33-013-005 (the "Sidewalk Café License"), at the annual charge, based on the per table basis in accordance with the City's existing per table fee structure in the amount of \$404.00, payable in advance, for a term commensurate with the period for which the Sidewalk Café License is issued, pending approval of a 2021 Sidewalk Café plan.
2. That proof of a \$1 million liquor liability policy shall be provided.
3. That in an effort to assist the City's restaurants and eateries during the COVID-19 pandemic, the sidewalk café application fee for liquor license holders is hereby waived for the current license year.

Dated: March 8, 2021

I, Rosalia M. Licatise, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a special meeting held on Monday, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and SELECT RESTAURANTS, INC. T/A WINBERIE'S RESTAURANT AND BAR, a corporation, having an address at One Chagrin Highlands, 2000 Auburn Drive, Cleveland, Ohio, 44122 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only of the sale of alcoholic beverages for consumption, that certain portion of Licensor's property consisting of the sidewalk area abutting premises located at 2 Kent Place Boulevard, and designated as Lot 18 in Block 1912 on the municipal tax map, as more particularly described in the application filed by Licensee with Licensor for the Place-to-Place Transfer of Plenary Retail Consumption License No. 2018-33-013-005 (the "Sidewalk Café License"), and in the Resolution approving such Place-to-Place Transfer of the Sidewalk Café License duly adopted by the Common Council of Licensor at a regular meeting held on October 5, 1999 (the "Licensed Property"), at the annual charge or compensation of \$404.00, payable in advance, for a term commensurate with the period for which the 2021 Sidewalk Café License is issued.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof as aforesaid, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. On the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License, if any. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect and save harmless, and hereby releases Licensor and each and every of its officers, agents, servants, and employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use and occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, Licensee, invitee or agent of Licensee, or by Licensor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Licensor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Licensor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Licensor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

City Clerk

CITY OF SUMMIT

By: _____
Nora G. Radest, Mayor

ATTEST:

**SELECT RESTARUANTS, INC., T/A
WINBERIE'S RESTAURANT AND BAR**

By: _____

AUTHORIZE EXECUTION OF ANNUAL LICENSE AGREEMENT - THE OFFICE OF SUMMIT, LLC D/B/A THE OFFICE TAVERN GRILL

WHEREAS, The Office of Summit, LLC DBA The Office Tavern Grill, ("The Office") has submitted an application to operate a sidewalk café, and

WHEREAS, as a liquor license holder, it is necessary for The Office of Summit, LLC DBA The Office Tavern Grill to sign a license agreement with the City of Summit to extend its liquor license premises to the proposed sidewalk café area.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That the Mayor and City Clerk be and they are hereby authorized to sign a license agreement with The Office of Summit, LLC, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.2 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a certain portion of Licensor's property consisting of the sidewalk area abutting premises d/b/a The Office Tavern Grill located at 61 Union Place, and designated as filed by Licensee with Licensor for the Place-to-Place Transfer of Plenary Retail Consumption License No. 2018-33-016-015 (the "Sidewalk Café License") at the annual charge, based on the per table basis in accordance with the City's existing per table fee structure in the amount of \$289.00, payable in advance, for a term commensurate with the period for which the Sidewalk Café License is issued, pending approval of a 2021 Sidewalk Café plan.
2. That proof of a \$1 million liquor liability policy shall be provided.
3. That in an effort to assist the City's restaurants and eateries during the COVID-19 pandemic, the sidewalk café application fee for liquor license holders is hereby waived for the current license year.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a special meeting held on Monday, March 8, 2021.

City Clerk

2021 LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") made this _____ day of , 2021, by and between the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its municipal offices at 512 Springfield Avenue, Summit, New Jersey 07901 (the "Licensor"), and THE OFFICE OF SUMMIT, LLC D/B/A THE OFFICE TAVERN GRILL, a corporation, having an address at 25 Washington Street., Morristown, NJ 07860 (the "Licensee").

W I T N E S S E T H:

1. Licensor hereby gives to Licensee a license to use for purposes only of the sale of alcoholic beverages for consumption, that certain portion of Licensor's property consisting of the sidewalk area abutting premises located at 61 Union Place, and designated as Lot 10 in Block 2704 on the municipal tax map, as more particularly described in the application filed by Licensee with Licensor for the Place-to-Place Transfer of Plenary Retail Consumption License No. 2018-33-016-015 (the "Sidewalk Café License"), and in the Resolution approving such Place-to-Place Transfer of the Sidewalk Café License duly adopted by the Common Council of Licensor at a regular meeting held on October 5, 1999 (the "Licensed Property"), at the annual charge or compensation of \$298.00, payable in advance, for a term commensurate with the period for which the 2021 Sidewalk Café License is issued.

2. If such charge or compensation shall be in arrears or unpaid for ten (10) days after the due date thereof as aforesaid, or if default shall be made in any of the conditions or agreements herein contained on behalf of Licensee to be kept or performed, this license shall, at the option of Licensor, terminate ten (10) days after the notice of such election sent by mail to Licensee addressed either to the Licensed Property or to any other address known to Licensor.

3. On the termination of this License, Licensee shall remove all objects placed on the Licensed Property and leave same in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor; and on such termination it shall be lawful for Licensor to re-enter upon the Licensed Property, to have, repossess and enjoy the same again.

4. Licensee agrees that the payment of the aforesaid charge or compensation shall not in any way restrict the right of Licensor to terminate this Agreement as herein provided, nor be construed as establishing any term during which the Agreement is to continue.

5. Licensee agrees that no furniture, equipment or structures of any type, except as accessory and incidental to the use described in paragraph 1 hereof, shall be placed or erected on the Licensed Property, and that Licensee shall keep the Licensed Property at all times in a clean and sightly condition to the full satisfaction of Licensor, and allow no accumulation of garbage or debris anywhere on the Licensed Property.

6. Licensee agrees to comply with all applicable municipal, county, state and federal laws, ordinances, rules, regulations and directives, as well as the conditions and requirements of the License, if any. Licensee shall, at its own cost and expense, obtain all licenses, permits or other governmental approvals necessary for the use of the Licensed Property.

7. Licensee shall assume all risks of and liability for, and shall indemnify, defend, protect and save harmless, and hereby releases Lessor and each and every of its officers, agents, servants, and employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any use and occupancy of the Licensed Property during the term of this Agreement, whether occasioned by Licensee, or any employee, licensee, invitee or agent of Licensee, or by Lessor or its employees or any other person or persons. This obligation shall survive the termination of this Agreement.

8. Lessor reserves to itself the right to use the Licensed Property for any maintenance and construction work required by it during the term hereof, to the same extent as if this Agreement was not made, and Lessor shall not be held liable for any damage done.

9. The license herein given is subject and subordinate to any and all easements, rights, privileges, or other grants of whatever nature heretofore given by Lessor or otherwise created, which now exist and which affect the Licensed Property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, sidewalks, or rights-of-way.

10. Licensee shall have no right to assign or transfer the license herein granted to any other party.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and attested by the proper corporate officers on the day and year first above written.

ATTEST:

CITY OF SUMMIT

City Clerk

By: _____
Nora G. Radest, Mayor

ATTEST:

**THE OFFICE OF SUMMIT, LLC., D/B/A
THE OFFICE TAVERN GRILL**

By:

Resolution (ID # 7722)
March 8, 2021

**AUTHORIZE EXECUTION OF ANNUAL LICENSE AGREEMENT - THE OFFICE OF
SUMMIT, LLC D/B/A PIATTINO NEIGHBORHOOD BISTRO**

WHEREAS, The Office of Summit, LLC., DBA Piattino, has submitted an application to operate a sidewalk café at 67-71 Union Place, and

WHEREAS, as a liquor license holder, it is necessary for The Office of Summit, LLC to sign a license agreement with the City of Summit to extend its liquor license premises onto the sidewalk at 67-71 Union Place.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That the Mayor and City Clerk be and they are hereby authorized to sign a lease/license with The Office of Summit, LLC, pursuant to Chapter III, Section 3-1, CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC STREETS OR PUBLIC PLACES, Subsection 3-1.2 c.2 of the City Code, for purposes only of the sale of alcoholic beverages for consumption, that a certain portion of Licensor's property consisting of the sidewalk area abutting premises d/b/a Piattino, located at 67-71 Union Place, and designated as filed by Licensee with Licensor for the Place-to-Place Transfer of Plenary Retail Consumption License No. 2018-33-016-015 (the "Sidewalk Café License"), at the annual charge based on the per table basis in accordance with the City's existing per table fee structure in the amount of \$289.00, payable in advance, for a term commensurate with the period for which the Sidewalk Café License is issued, pending approval of a 2021 Sidewalk Café plan.
2. That proof of a \$1 million liquor liability policy shall be provided.
3. That in an effort to assist the City's restaurants and eateries during the COVID-19 pandemic, the sidewalk café application fee for liquor license holders is hereby waived for the current license year.
- 4.

Dated: March 8, 2021

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a special meeting held on Monday, March 8, 2021.

City Clerk

AUTHORIZE WAIVER 2021 SIDEWALK CAFE APPLICATION FEE

WHEREAS, Governor Murphy issued Executive Order 150, permitting outdoor dining, effective June 15, 2020, and

WHEREAS, due to the financial impact on local food establishments as a result of the COVID-19 Health Pandemic, it is the Council's desire to continue to assist local businesses during these challenging times by waiving the application fee for the 2021 Sidewalk Café application, and

WHEREAS, it is also the Council's desire to retroactively waive the fees for those food establishments which have already paid the 2021 Sidewalk Café application fee.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF CITY OF SUMMIT, COUNTY OF UNION, NEW JERSEY:

1. That in the spirit of assisting local food establishments, it does hereby waive the 2021 Sidewalk Café Application fee.
2. That it does hereby authorize the refund of the 2021 Sidewalk Café application fees already collected this year.

Dated: March 8, 2020

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a special meeting held on Monday evening, March 8, 2020.

City Clerk