

**BOROUGH OF RIDGEFIELD**

**A G E N D A**

Executive Session and Regular Meeting of the Mayor and Council

Date: December 14, 2015

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to Executive Session: C.T.O.: Adjourn:

Mayor Suarez – Adjournment into closed Executive Session in accordance with the “Open Public Meetings Act”

Executive Session: 6:30 P.M. C.T.O.: Adjourn:

Public Session: 7:30 P.M. C.T.O.: Adjourn:

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of September 14, 2015 Public Session, September 28, 2015 Work Session, September 28, 2015 Public Session, October 12, 2015 Public Session, October 26, 2015 Work Session and October 26, 2015 Public Session Meetings

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Presentation of Library Gala Certificates of Appreciation

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**PROPOSED CONSENT AGENDA:**

- |          |                    |  |
|----------|--------------------|--|
| 285-2015 | Councilman Acosta  | Hire Recycling Center Attendant            |
| 286-2015 | Councilman Penabad | 2016 RFQ Evaluation Committee              |
| 287-2015 | Mayor Suarez       | Appointment to Library Board               |
| 288-2015 | Councilman Penabad | Settlement Stipulation – Block 3702, Lot 2 |
| 289-2015 | Councilman Penabad | Reductions in Assessed Valuation           |

**ROLL CALL-PUBLIC SESSION**

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez				
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				

**ROLL CALL-EXEC. SESSION**

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

290-2015	Councilman Penabad	Redemption of Tax Title Lien #15-02
291-2015	Councilman Penabad	2015 Senior/Disabled Deduction
292-2015	Councilman Penabad	Settlement Stipulation – Block 1602, Lot 13
293-2015	Councilman Penabad	2015 Veterans Deductions
294-2015	Councilman Acosta	Salary Increases – Special Police
295-2015	Councilman Penabad	CSX – Cancel Taxes of Record
296-2015	Councilman Castelli	Authorize Maser Consulting Proposal for Environmental Consulting Services
297-2015	Councilman Acosta	Limousine License – Yoo
298-2015	Councilman Penabad	Appoint CFO
299-2015	Councilman Shim	Authorize Planning Board Examination of Block 503, Lot 1
300-2015	Councilman Acosta	Appoint School Crossing Guard
301-2015	Councilman Acosta	Rights of Way Agreement – Cross River Fiber
302-2015	Councilman Acosta	Rights of Way Agreement – LDR Equities

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

**RESOLUTIONS:**

303-2015	Councilman Penabad	Transfer of Appropriations
304-2015	Councilman Penabad	Warrants

**COMMENTS BY MAYOR:**

**Coin Toss Request:**

Ridgefield Fire Department  
Saturday, April 23, 2016

**Application for Raffles License:**

Ridgefield Music Parents  
May 4, 2016 – 8:00 p.m.  
555 Walnut Street

COMMENTS BY COUNCILMEN:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Mayor Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

- \_\_\_\_\_ Personnel matters in various departments of the Borough.
- \_\_\_\_\_ Pending and Potential Litigation
- \_\_\_\_\_ Tax Court Litigation.
- \_\_\_\_\_ Potential real estate transactions in which the Borough may engage.

<b>COUNCIL VOTE</b>				
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- \_\_\_\_\_ Personnel matters
- \_\_\_\_\_ Potential real estate transactions shall be disclosed to the public.
- \_\_\_\_\_ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting November 9, 2015

Presented by Councilman Acosta

RESOLUTION NO. 285-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

ALBERTO VELEZ

be hired as Recycling Center Attendant at the hourly rate of \$11.00 effective immediately.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015, 2015

Presented by Councilman Penabad

RESOLUTION NO. 286-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the 2016 RFQ Evaluation Committee shall consist of

MAYOR ANTHONY SUAREZ  
COUNCILMAN RUSSELL CASTELLI  
COUNCILMAN JAVIER ACOSTA

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Mayor Suarez

RESOLUTION NO. 287-2015

BE IT RESOLVED, that the Mayor and Council appoints

JOYCE YANG

as Trustee of the Ridgefield Free Public Library for the unexpired term of Maggie Hill through December 31, 2017.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 288-2015

WHEREAS, the County Board of Taxation has approved the settlement stipulation and cancelled the added assessment on Block 3702 Lot 2, also known as 325 Shaler Boulevard for the year 2015 and according to N.J.S.A 54:3-26, it shall be binding and conclusive for the assessment year and for the two assessment years succeeding the year covered by the judgment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the added assessment be removed from the tax roll as stated.

BE IT FURTHER RESOLVED that the Tax Collector in the Borough of Ridgefield is authorized to cancel said billing.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 289-2015

WHEREAS, reductions in assessed valuation for the year 2015 were granted by the Bergen County Board of Taxation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that refunds be issued in accordance with the following schedule:

<u>BLOCK</u>	<u>LOT</u>	<u>PROPERTY OWNER</u>	<u>AMOUNT</u>
203	7	Viganola, David and John 203 Forest Drive Hillsdale, New Jersey 07642	\$173.36
203	8	Viganola, David and John 203 Forest Avenue Hillsdale, New Jersey 07642	\$173.36
1308	13	654 Bergen Blvd, LLC c/o Martin Sharit, Esq 141 Main Street Hackensack, New Jersey 07601	\$2,817.10
3305	2	Kwon, Se Hee c/o Timothy B. Middleton, Esq 2517 Highway 35 Bldg K #101 Manasquan, New Jersey 08736	\$886.30
3405	27	Cha, Seung Hae 397 Mayer Court Ridgefield, New Jersey 07657	\$465.91

BE IT FURTHER RESOLVED, that the Chief Financial Officer/Treasurer be and he is hereby authorized to issue and mail the refund checks in accordance with the above schedule or as requested by the Petitioner's Attorney.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 290-2015

WHEREAS, BSI Financial has deposited a check in the amount of \$7,660.70 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 15-02, Block 1602 Lot 1, further known as 663 Prospect Avenue, sold to Stonefield Investment Fund III, LLC and whereas \$24,000.00 was previously deposited into the Trust Account for the premium at the time of the tax sale;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$7,660.70 from the Suspense Account and a check for \$24,000.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$7,660.70 be drawn on the Borough of Ridgefield Suspense account and the check for \$24,000.00 be drawn on the Borough of Ridgefield Trust account and be made payable to Stonefield Investment Fund III, LLC and be mailed to 21 Robert Pitt Drive #202, Monsey, NY 10952.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 291-2015

WHEREAS, the following Senior/Disabled Deduction has been allowed for the year 2015.

NOW, THEREFORE BE IT RESOLVED that the following deduction be refunded in accordance with the following schedule:

<u>BLOCK</u>	<u>LOT</u>	<u>PROPERTY OWNER</u>	<u>AMOUNT</u>
305	14	Dimitra Binikos 911 Maple Avenue Ridgefield, New Jersey 07657	\$250.00

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and he is hereby authorized to issue a check in accordance with the above schedule.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 292-2015

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 1602 Lot 13, also known as Broad Avenue for the year 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Paul and Patricia Schmidt be issued a refund in the amount of \$6,067.60 for the year 2015.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$6,067.60 made payable to Richard A. Hubschman, Jr. Esq. as attorney for Schmidt and be mailed to 460 Bergen Boulevard, Palisades Park, New Jersey 07650.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 293-2015

WHEREAS, the following Veteran Deductions have been allowed for the year 2015;

NOW, THEREFORE BE IT RESOLVED that the deductions be refunded in accordance with the following schedule;

<u>BLOCK</u>	<u>LOT</u>	<u>PROPERTY OWNER</u>	<u>AMOUNT</u>
3103	5	Dudziak, William 578 Carpenter Place Ridgefield, New Jersey 07657	\$250.00
3206	7	Falco, Marion 693 Elite Court Ridgefield, New Jersey 07657	\$250.00

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and he is hereby authorized to issue a check in accordance with the above schedule.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Acosta

RESOLUTION NO. 294-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the salary for Special Police Captain be increased to \$16.50 per hour, Special Police Lieutenant be set at \$15.75, and Special Police Sergeant be increased to \$15.00 per hour effective December 16, 2015.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 295-2015

WHEREAS, CSX Intermodal, Inc. owns certain properties by and within the Borough of Ridgefield, being Block 04010, Lots 1 and 2 and Block 04008, Lot 1; and

WHEREAS, the Borough has for years levied and collected real property taxes on these properties; and

WHEREAS, in 2014 the State of New Jersey announced that from that point forward it would begin levying and collecting the taxes on said properties; and

WHEREAS, the Borough has determined after consultation with qualified counsel that there is nothing the Borough can do to fight this change; and

WHEREAS, on account of the Borough losing the right to tax these properties, there remains open certain taxes that show as due and owing on the books of the Borough of Ridgefield; and

WHEREAS, as a result of the foregoing, it is necessary that these taxes be cancelled of record; and

WHEREAS, the Borough Tax Assessor concurs in the making of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Borough of Ridgefield hereby notes that there are open of record certain real property taxes on property owned by CSX Intermodal, Inc. for 2014 as follows:

Block 04010, Lot 1	\$1,616.27
Block 04010, Lot 2	\$247,391.22
Block 04008, Lot 1	\$1,980.64

2. On account of the State of New Jersey becoming the taxing authority on these properties in year 2014, the Borough of Ridgefield is not entitled to collect these matters, which have been erroneously entered on the books, and does hereby cancel same of record.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Castelli

RESOLUTION NO. 296-2015

WHEREAS, the Borough of Ridgefield has previously adopted what is commonly known as a swap ordinance by which the Borough would swap a certain property in return for other properties and a cash payment; and

WHEREAS, it is necessary that the Borough further investigate the environmental restrictions in connection with one of the pieces to be transferred to the Borough; and

WHEREAS, Maser Consulting, P.A. is a special projects engineer for the Borough, and has previously provided environmental consulting services to the Borough in connection with these properties;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. Maser Consulting, P.A. be and hereby is retained for the purposes of consulting on behalf of the Borough in connection with environmental conditions for Lot 5, Block 2401 in the Borough of Ridgefield pursuant to the attached proposal.

2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached proposal on behalf of the Borough, all of which is subject to the certification of availability of funds.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

400 Valley Road, Suite 304  
Mount Arlington, NJ 07856  
T: 973.398.3110  
F: 973.398.3199  
www.maserconsulting.com

December 7, 2015

**VIA E-MAIL & U.S. MAIL**

Stephen Pellino, Esq.  
Basile Birchwale and Pellino, L.L.P.  
865 Broad Avenue  
Ridgefield, NJ 07657

Re: Proposal for Professional Services  
1 Bell Drive  
Lot 5, Block 2401  
Borough of Ridgefield, Bergen Co., NJ  
MC Proposal No. 14002253P

Dear Mr. Pellino:

Maser Consulting P.A. is pleased to submit this proposal to provide professional services for the proposed property acquisition in the Borough of Ridgefield, Bergen County, NJ. The property in question is located on the north side of Bell Drive and abuts Overpeck Creek. The property consists of approximately 1.82 acres of vacant land and is owned by the Lowe Paper Company of East Haven, CT.

We understand that the subject property is being addressed under an Industrial Site Recovery Act (ISRA) compliance project. The proposed remediation calls for establishing institutional and engineering controls under a Remedial Action Permit – Soil that the current property owner will apply for with the New Jersey Department of Environmental Protection (NJDEP).

It is expected that Maser Consulting will be provided with certain Remedial Investigation and Remedial Action Workplan documents, as well as a draft Remedial Action Permit Application and a Draft Deed Notice with exhibits. Maser Consulting will conduct a site reconnaissance, review and comment upon the documents to be provided, and provide consultation to the Borough of Ridgefield and its legal counsel under the terms of the "Special Project Engineer" Contract. Consultations may be provided during telephone conferences or in-person meetings. A written report or summary of findings and recommendations will be prepared as authorized by the Client.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Customer Loyalty through Client Satisfaction



#### Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

#### **SECTION I – SCOPE OF SERVICES**

Based on our conversations and information noted above, we propose to complete the following:

#### **PHASE 1.0 REVIEW OF AVAILABLE INFORMATION AND SITE RECONNAISSANCE**

Once authorized and provided with the available information, Maser Consulting will review the Remedial Investigation Report, the Remedial Action Work Plan, the Remedial Action Permit Application, and the Draft Deed Notice and Exhibits pertaining to the remediation of Lot 5. We will review remediation cost estimates upon which Financial Assurance, if required, should be based. Additionally, the Maser Consulting professional assigned to the project will conduct site reconnaissance.

Services under this phase will be billed on an hourly basis in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished

**Phase 1.0 Estimated Fee** **\$ 3,500 (Hourly)**

#### **PHASE 2.0 MEETINGS AND CONSULTATIONS**

Maser Consulting will be available to discuss our review findings and recommendations for site remediation, including institutional and engineering control requirements and remedial action costs estimates, on an as-needed and as-requested basis.

Maser Consulting will prepare a letter report or summaries for the client when requested to benefit the discussion of the site conditions, property reuse, and environmental monitoring and maintenance and biennial certifications that will be required under a Remedial Action Permit – Soil.

Services under this phase will be billed on an hourly basis in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished

**Phase 2.0 Estimated Fee** **\$ 2,200 (Hourly)**



**PHASE 3.0 REVIEW REVISIONS AND ADDITIONAL SERVICES**

Maser Consulting will review revisions presented by the current property owner and its consultant, and provide additional services as may be authorized by the Client. Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

**Phase 3.0 Fee**

**Hourly**

**SCHEDULE OF FEES**

For your convenience, we have broken down the **total estimated cost** of the project into the categories identified within the scope of services.

PHASE 1.0	REVIEW OF AVAILABLE INFORMATION AND SITE RECONNAISSANCE	\$ 3,500
PHASE 2.0	MEETINGS AND CONSULTATIONS	\$ 2,200
PHASE 3.0	REVIEW REVISIONS AND ADDITIONAL SERVICES	HOURLY

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs will be billed accordingly to the Client and will be added to each monthly invoice.

**EXCLUSIONS AND UNDERSTANDINGS**

Maser Consulting makes no guarantees as to the final use of the property, or to the site remediation design prepared by others, or to the site conditions related to soils, slopes, wetlands, water bodies, flood plains, environmental conditions, site contamination, etc., which are beyond the control of the Maser Consulting.

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Wetland delineation, reports, letter of interpretation and/or permitting applications;
- Geotechnical exclusions as appropriate;
- Flood plain analysis and Flood Hazard Area Application;



Stephen Pellino, Esq.  
MC Proposal No. 14002253P  
December 7, 2015  
Page 4 of 9

- Exploratory or testing work related to determining the type, nature and extent of contaminants at the property, or to assess environmental impacts.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

### **1.0 SCOPE OF SERVICES:**

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

### **2.0 STANDARD OF CARE:**

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

### **3.0 INVOICES:**

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

### **4.0 PAYMENT:**

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

### **5.0 RETAINER:**

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.



**6.0 RIGHT OF ENTRY/JOB SITE:**

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

**7.0 UTILITIES:**

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

**8.0 TERMINATION OR SUSPENSION OF SERVICES:**

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

**9.0 SUBCONTRACTORS:**

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

**10.0 AGREED REMEDY:**

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

**11.0 LIABILITY TO THIRD PARTIES:**

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services,



except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

**12.0 INDEMNIFICATION:**

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

**13.0 ASSIGNS:**

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

**14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

**15.0 GENERAL CONDITIONS:**

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

**16.0 ENTIRE AGREEMENT:**

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that



Stephen Pellino, Esq.  
MC Proposal No. 14002253P  
December 7, 2015  
Page 7 of 9

each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.  
To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



**SECTION III – 2016 RATE SCHEDULE**

**TECHNICAL STAFF RATES**

<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Executive Principal.....	225.00
Principal.....	195.00
Senior Technical Director.....	190.00
Senior Project Professional.....	185.00
Senior Project Manager.....	180.00
Project Professional.....	175.00
Technical Director.....	170.00
Project Manager.....	155.00
Senior Project Specialist.....	150.00
Senior Technical Professional.....	145.00
Project Specialist.....	140.00
Senior Technical Specialist.....	135.00
Technical Professional.....	130.00
Senior Specialist.....	125.00
Technical Specialist.....	115.00
Specialist.....	105.00
Senior Data Technician.....	95.00
Senior Technical Assistant.....	85.00
Technical Assistant.....	75.00
Data / Field Technician.....	65.00
Survey Crew – 2 Man.....	200.00
Survey Crew – 1 Man.....	170.00
Expert.....	250.00
Sr. LSRP.....	225.00
LSRP.....	190.00

**REIMBURSABLE EXPENSES**

General Expenses.....	Cost + 15%
Travel (Hotel, Airfare, Meals).....	Cost + 15%
Sub-Consultants/Sub-Contractors.....	Cost + 15%
Mileage Reimbursement*.....	0.56 / Per Mile
Plotting.....	3.50 / Each
Computer Mylars / Color Plots.....	45.00 / Each
Photo Copies.....	0.10 / Each
Color Photo Copies.....	1.50 / Each
Document Binding.....	3.00 / Each
Compact Disk CD/DVD.....	75.00 / Each
Exhibit Lamination (24" x 36" or larger).....	50.00 / Each

\* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2016



Stephen Pellino, Esq.  
MC Proposal No. 14002253P  
December 7, 2015  
Page 9 of 9

**SECTION IV – CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until February 7, 2016

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

**MASER CONSULTING P.A.**

Joseph Torlucci, Jr., P.G., LSRP  
Senior Associate / Department Manager

JT/dw

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Acosta

RESOLUTION NO. 297-2015

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that a  
Limousine License be issued to:

YOUNG B. YOO

in accordance with Ordinance No. 1558.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 298-2015

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that

MATTHEW RUTCH

be appointed as Chief Financial Officer effective January 1, 2016 to fill the unexpired term of Frank Berardo through December 31, 2017 at the annual salary of \$20,000.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Shim

RESOLUTION NO. 299-2015

RESOLUTION AUTHORIZING AND DIRECTING THE PLANNING BOARD TO  
EXAMINE WHETHER CERTAIN PROPERTY DESIGNATED AS LOT 1 IN BLOCK 503  
ON THE TAX MAP OF THE BOROUGH OF RIDGEFIELD SHOULD BE A NON-  
CONDEMNATION AREA IN NEED OF REDEVELOPMENT PURSUANT TO *N.J.S.A.*  
40A:12A-5.

WHEREAS, the Borough of Ridgefield (the “Borough”) has identified certain property designated as Lot 1 in Block 503 on the Tax Map of the Borough, said property bordered roughly by Railroad Avenue on the east and Overpeck Creek on the west, to be considered for designation as an “area in need of redevelopment”, pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 49A:12A-2, et. seq.*; and

WHEREAS, pursuant to the required redevelopment procedures, specifically set forth in *N.J.S.A. 49A:12A-6*, no area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether a proposed area is a redevelopment area meeting the criteria set forth in *N.J.S.A. 40A:12A-5* and *N.J.S.A. 40A:12A-6*; and

WHEREAS, pursuant to P.L. 2013, Chapter 159, “[t]he resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain (hereinafter referred to as a “Non-Condensation Redevelopment Area”) or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain (hereinafter referred to as a “Condensation Redevelopment Area”)”; and

WHEREAS, the Borough finds it to be in the best interest of the Borough and its residents to authorize the Borough’s Planning Board to undertake such preliminary investigation as to whether Lot 1, Block 503 qualifies as a Non-Condensation Redevelopment Area pursuant to *N.J.S.A. 40A:12A-5*; and

WHEREAS, the Borough hereby states that any redevelopment area determination shall authorize the municipality to use all of those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain, known as a Non-Condensation Redevelopment Area;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Borough Planning Board be and hereby is authorized and directed to undertake a preliminary investigation to determine whether the proposed property designated as Lot 1 in Block 503 on the Tax Map of the Borough, said property bordered roughly by Railroad Avenue on the east and Overpeck Creek on the west, is an area in need of Non-Condensation Redevelopment according to the criteria set forth in *N.J.S.A. 40A:12A-5*.

2. The Planning Board shall submit its findings and recommendations to the Borough Council in the form of a Resolution with supporting documentation.

3. A true copy of this Resolution shall be forwarded to the Planning Board of the Borough of Ridgefield.

4. This Resolution shall take effect immediately, and shall be considered a continuing charge to the Planning Board, notwithstanding that Board's reorganization in January 2016.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Acosta

RESOLUTION NO. 300-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

ANTONIO DE ROBERTIS

be appointed as a School Crossing Guard for the 2015-2016 school year at the hourly rate of \$12.90.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Acosta

RESOLUTION NO. 301-2015

WHEREAS, Cross River Fiber, LLC, (hereinafter "Cross River Fiber"), has been approved by the New Jersey Board of Public Utilities to provide local exchange and interchange telecommunication services throughout the State of New Jersey; and

WHEREAS, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within municipal rights of way for purposes of providing telecommunication services; and

WHEREAS, Cross River Fiber has asked the Borough to grant it a rights of way license agreement; and

WHEREAS, the Borough Attorney has negotiated the terms of said rights of way license agreement with counsel for Cross River Fiber; and

WHEREAS, Cross River Fiber has agreed to reimburse the Borough the reasonable costs of its legal and engineering services in connection with this agreement; and

WHEREAS, it is in the best interests of the Borough of Ridgefield that the rights of way license agreement be approved;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the rights of way license agreement attached hereto be and hereby is approved, and the Mayor and Borough Clerk be and hereby are authorized and directed to execute same on behalf of the Borough.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

<b>COUNCIL VOTE</b>				
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

## **RIGHTS-OF-WAY LICENSE AGREEMENT**

**THIS RIGHTS-OF-WAY LICENSE AGREEMENT** (“License Agreement”) is dated December , 2015 (the “Effective Date”), and entered into by and between the Borough of Ridgefield (“Municipality”), a New Jersey municipal corporation, having its address at 604 Broad Avenue, Ridgefield, New Jersey, 07657, and Cross River Fiber, LLC (“Cross River Fiber”), having offices located at 461 Headquarters Plaza, Morristown, New Jersey 07960.

### **RECITALS**

**WHEREAS**, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011, Docket No. TE12040297 on June 18, 2012 and Docket No. TM14080906 and intends to provide telecommunications services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

**WHEREAS**, pursuant to such authority granted by the New Jersey Board of Public Utilities, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

**WHEREAS**, Cross River Fiber proposes to place its telecommunications facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

**WHEREAS**, it is in the best interests of the Borough and its citizenry for the Borough to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Borough for this purpose; and

**WHEREAS**, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

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

**Section 1. Definitions.**

- a. “Cross River Fiber” is the grantee of rights under this License Agreement and is known as Cross River Fibert LLC, its successors and assigns.
- b. “NJBPU” is the New Jersey Board of Public Utilities.
- c. “Public Utility” means any public utility defined in N.J.S.A. 48:2-13.
- d. “Rights-of-Way” means the areas lying alongside existing paved roadways which has been reserved for the expansion of said roadways, and are now devoted to passing under, over, on or through lands with public utility facilities.
- e. “Municipality” is the grantor of rights under this License Agreement and is known as the Borough of Ridgefield, County of Bergen, State of New Jersey.
- f. “Utility Pole” means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

**Section 2. Grant of Consent.**

The Municipality hereby grants Cross River Fiber its municipal consent for a license for the non-exclusive use of the public rights-of-way for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system in accordance with the terms of this License Agreement. The consent granted herein shall be for the performance of work within the rights-of-way of the Municipality only and limited specifically to the route depicted on the ROW Map attached hereto as Exhibit A, and incorporated herein.

**Section 3. Engineering Review.**

This grant of consent is contingent upon the review and approval by the Borough's Engineer of the route selected and any further information in connection with the construction to be performed by Cross River Fiber. Cross River Fiber agrees to provide such other and further information as the Borough Engineer may reasonably require. The Borough Engineer will review this matter as quickly as possible, and will not unreasonably withhold the Engineer's consent to the approval.

**Section 4. Public Purpose.**

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Cross River Fiber to occupy said public rights-of-way within the Municipality for this purpose. Cross River Fiber agrees that it will make its services reasonably available to property and business owners by and within the Municipality, at rates and upon conditions which are similar to those offered by Cross River Fiber to other property and business owners in surrounding municipalities.

**Section 5. Construction.**

Any construction to be undertaken for the purposes described herein shall require prior notice by Cross River Fiber to the Municipality. Cross River Fiber shall fully describe the construction to be undertaken and shall coordinate and work with the appropriate Municipal departments(s) before scheduling and commencing any construction. Cross River Fiber shall be required to obtain any and all approvals, licenses, permits or other similar forms of approval as required by law. Prior to commencing any excavation work, Cross River Fiber or its authorized contractor shall obtain a road opening permit from the Municipality. The initial project under this License Agreement shall apply to the rights of way described in Schedule A hereto. Should Cross River Fiber in the future wish to initiate other projects, Cross River Fiber will give the Municipality advance written notice, describing the proposed route, to the Mayor and Council of the Municipality, with a copy to the Municipal Attorney and a copy to the Municipal Engineer, at least thirty (30) days before it wishes to initiate the new project. The Municipality agrees to allow Cross River Fiber to undertake the new projects subject to the reasonable and lawful approval of the Municipal's Engineer.

**Section 6. Scope of License Agreement.**

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

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

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

**Section 7. Compliance with Ordinance.**

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

**Section 8. Municipal Costs.**

Cross River Fiber agrees to pay reasonable costs incurred by the Municipality by reason of Cross River Fiber telecommunications system, including, but not limited to, Municipality's attorney's fees for the negotiation and preparation of this License Agreement and accompanying resolution authorizing its execution, and the Municipality's engineering fees in connection with the review of the route and intended construction activities of Cross River Fiber. In lieu of payment of actual costs, the parties agree that Cross River Fiber will pay the Borough the sum of Three Thousand Dollars (\$3,000.00) on account of those costs, and the Borough shall accept same as a fair and reasonable amount for same.

**Section 9. Duration of Consent.**

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

**Section 10. Withdrawal of Consent and Termination of License.**

In the event that during the term of this License Agreement the Municipality shall (1) require the use of, and/or access to or through, the rights of way to which this agreement applies, for municipal purposes, and (2) such required use and/or access by the Municipality is incompatible with the rights granted to Cross River Fiber by this License Agreement, then the Municipality shall have the right, in its sole and exclusive discretion, to terminate the License Agreement granted herein upon six (6) months written notice to Cross River Fiber at the address set forth herein. In the event of such notice, Cross River Fiber shall, on or before the expiration of the six (6) month anniversary date from the date of the written notice, remove its facilities at its sole cost and expense, and restore the municipal rights of way to the condition existing prior to the grant of the License Agreement. In the event the Municipality exercises its right pursuant to this paragraph of the License Agreement, the Municipality agrees that it will reasonably cooperate with Cross River Fiber in exploring the grant of other and further licenses to Cross River Fiber through municipal rights of way as an alternative to the license being terminated.

**Section 11. Indemnification.**

Cross River Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants,



operation contemplated herein, and as excess liability policy (or “umbrella”) policy amount in the amount of Five Million Dollars (\$5,000,000.00).

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

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

**Section 14. Assignment.**

Cross River Fiber may not assign this License Agreement without the written consent of the Municipality, except that Cross River Fiber shall have the right, upon notice to the Municipality, to assign this License Agreement without the Municipality’s consent, provided, however, that such assignment is approved by the NJBPU, and the Assignee shall sign an assumption agreement in a form reasonably acceptable to the Borough of Ridgefield.

**Section 15. Successors and Assigns.**

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

**Section 16. Governing Law.**

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

**Section 17. Incorporation of Prior Agreements.**

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

**Section 18. Modification of Agreement.**

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

**Section 19. Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this License Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 20. Counterparts.**

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

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

**CROSS RIVER FIBER LLC**

Witness

\_\_\_\_\_  
Robert Sokota  
Chief Administrative Officer and General  
Counsel

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

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

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

**BOROUGH OF RIDGEFIELD**

Witness

\_\_\_\_\_  
Mayor Anthony R. Suarez

\_\_\_\_\_  
Linda Silvestri, Borough Clerk

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

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

# **EXHIBIT A**



BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Acosta

RESOLUTION NO. 302-2015

WHEREAS, LDR Equities, LLC, (hereinafter "LDR") owns certain property at 501 Broad Avenue, Ridgefield, New Jersey; and

WHEREAS, LDR is conducting an environmental investigation, and as part of same needs to install two ground water monitoring wells within the Railroad Avenue right of way at the property known as Block 4014, Lot 8 by and within the Borough of Ridgefield; and

WHEREAS, the Borough is desirous of allowing this environmental investigation to proceed; and

WHEREAS, the Borough Attorney has proposed a rights of way license agreement that will allow the investigation to continue but protect the interests of the Borough of Ridgefield;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the rights of way license agreement attached hereto be and hereby is approved, and the Mayor and Borough Clerk be and hereby are authorized and directed to execute same on behalf of the Borough.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

## **RIGHTS-OF-WAY LICENSE AGREEMENT**

**THIS RIGHTS-OF-WAY LICENSE AGREEMENT** (“License Agreement”) is dated December , 2015 (the “Effective Date”), and entered into by and between the Borough of Ridgefield (“Municipality”), a New Jersey municipal corporation, having its address at 604 Broad Avenue, Ridgefield, New Jersey, 07657, and LDR Equities, LLC (“LDR”), with offices located at 501 Broad Avenue, Ridgefield, New Jersey.

### **RECITALS**

**WHEREAS**, LDR is obligated to conduct a certain environmental investigation for properties neighboring certain property at 501 Broad Avenue, Ridgefield, New Jersey; and

**WHEREAS**, as part of this investigation, LDR has proposed, through its environmental company, Ransom Environmental, to install two (2) ground water monitoring wells within the Railroad Avenue right of way (hereinafter “ROW”) at the property known as Block 4014, Lot 8 by and within the Borough; and

**WHEREAS**, the Borough is desirous of allowing this environmental investigation to proceed; and

**WHEREAS**, the Borough will consent to the installation of the two (2) ground water monitoring wells upon the terms and conditions set forth in this agreement;

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

**Section 1. Grant of Consent.**

The Municipality hereby grants LDR its municipal consent for a license for the non-exclusive use of the municipal right of way identified on the attached documents, for the purpose of constructing, installing, operating, and maintaining two (2) ground water monitoring wells in the approximate locations, and in accordance with the proposal as shown on the attached Exhibit A, as part of an environmental investigation being conducted by LDR in connection with property located at 501 Broad Avenue, Ridgefield, New Jersey.

**Section 2. Public Purpose.**

It is deemed to be in the best interests of the Municipality and its citizenry to grant the license on the terms and conditions set forth herein so that the environmental investigation being conducted by LDR may proceed.

**Section 3. Construction.**

Any construction to be undertaken for the purposes described herein shall require prior notice by LDR to the Municipality. LDR shall fully describe the construction to be undertaken and shall coordinate and work with the appropriate Municipal departments(s) before scheduling and commencing any construction. LDR shall be required to obtain any and all approvals, licenses, permits or other similar forms of approval as required by law.

**Section 4. Scope of License Agreement.**

Any and all rights expressly granted to LDR under this License Agreement, which shall be exercised at LDR's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of

title of record which may affect such Municipal rights-of-way. Nothing in this License Agreement shall be deemed to grant, convey, create or vest in LDR a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

**Section 5. Compliance with Ordinance.**

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

**Section 6. Municipal Costs.**

LDR has agreed to pay reasonable costs incurred by the Municipality by reason of LDR monitoring wells, including, but not limited to, Municipality's attorneys fees for the negotiation and preparation of this License Agreement and accompanying resolution authorizing its execution, as well as engineering fees incurred by the Borough as well. For purposes of this agreement, the parties have agreed that LDR will pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) in lieu of the payment of actual bills, and the Borough agrees to accept said sum on account of those costs.

**Section 7. Duration of Consent.**

The non-exclusive municipal consent for a license as granted herein shall expire two (2) years from the Effective Date of this License Agreement. Upon expiration of such consent, or at such earlier date that LDR ceases to maintain its facilities, it shall remove the facilities at its cost and expense. LDR shall post with the Borough, as a condition of this agreement and prior to the commencement of any construction, a performance bond by a bonding company reasonably acceptable to the Borough assuring that the monitoring wells will be properly removed and closed at the expiration of two (2) years from the date of this agreement, or at such earlier date as LDR ceases to maintain its facilities. The bond shall be an unconditional promise by the bonding

company to pay the cost of said removal should LDR fail to remove same in accordance with this agreement following written notice from the Borough. The amount of the bond shall be determined by estimate of the Borough Engineer to cover the reasonable costs of the removal and closing of the monitoring wells.

**Section 8. Withdrawal of Consent and Termination of License.**

In the event that during the term of this License Agreement the Municipality shall (1) require the use of, and/or access to or through, the rights of way to which this agreement applies, for municipal purposes, and (2) such required use and/or access by the Municipality is incompatible with the rights granted to LDR by this License Agreement, then the Municipality shall have the right, in its sole and exclusive discretion, to terminate the License Agreement granted herein upon six (6) months written notice to LDR at the address set forth herein. In the event of such notice, LDR shall, on or before the expiration of the six (6) month anniversary date from the date of the written notice, remove its facilities at its sole cost and expense, and restore the municipal rights of way to the condition existing prior to the grant of the License Agreement. In the event the Municipality exercises its right pursuant to this paragraph of the License Agreement, the Municipality agrees that it will reasonably cooperate with LDR in exploring the grant of other and further licenses to LDR through municipal rights of way as an alternative to the license being terminated.

**Section 9. Indemnification.**

LDR, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or



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

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

**Section 12. Assignment.**

LDR may not assign this License Agreement without the written consent of the Municipality, except that LDR shall have the right, upon notice to the Municipality, to assign this License Agreement without the Municipality's consent, provided, however, that such assignment is approved by the NJBPU, and the Assignee shall sign an assumption agreement in a form reasonably acceptable to the Borough of Ridgefield.

**Section 13. Successors and Assigns.**

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

**Section 14. Governing Law.**

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

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

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

**Section 16. Modification of Agreement.**

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

**Section 17. Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this License Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 18. Counterparts.**

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

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

**LDR EQUITIES, LLC**

Witness

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**BOROUGH OF RIDGEFIELD**

Witness

\_\_\_\_\_

\_\_\_\_\_

Mayor Anthony R. Suarez

Linda Silvestri, Borough Clerk

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

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

# **EXHIBIT A**



DPW Meeting

DPW Meeting

November 19, 2014

*Sent via email ([dpw@ridgewaldboro.com](mailto:dpw@ridgewaldboro.com)) and  
Certified Mail/Return Receipt Requested*

Nick Gambardella, Superintendent  
Ridgefield Borough Department of Public Works  
515 Church Street  
Ridgefield, NJ 07657

Re: Site Access to Install and Sample Two Groundwater Monitoring Wells  
Railroad Avenue Right-of-Way on Block 4014, Lot 8 (Eastern Portion)  
Ridgefield Borough, Bergen County

Dear Mr. Gambardella:

Per our telephone conversation earlier, Ransom Environmental (Ransom), on behalf of LDR Equities, LLC (LDR), is making this formal request to perform the installation of two groundwater monitoring wells within the Railroad Avenue Right-of-Way (ROW) at the property known as Block 4014, Lot 8 located in Ridgefield Borough, New Jersey. This work is part of the environmental investigation for the neighboring property located at 501 Broad Avenue and is required by the New Jersey Department of Environmental Protection (NJDEP) rules and regulations, specifically the *Technical Requirements for Site Remediation* (N.J.A.C. 7:26E) and *Administrative Requirements for the Remediation of Contaminated Sites* (N.J.A.C. 7:26C). The purpose of the proposed work is to evaluate groundwater quality relative to impacts previously identified at 501 Broad Avenue. Ransom, on behalf of LDR, requests that site access be granted for the work to be conducted. The following scope of work provides a description of the proposed activities.

#### Scope of Work

The proposed locations of the two groundwater monitoring wells (i.e., MW-9 and MW-10) are in the unpaved area located in the ROW on the western side of Railroad Avenue. The approximate locations of the two groundwater monitoring wells are depicted on the attached "Proposed Groundwater Monitoring Well Location Plan". Prior to the installation of the groundwater monitoring wells, Ransom's drilling subcontractor will request a utility mark-out from the New Jersey One Call service.

2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel: (609) 584-0090  
60 Valley Street, Building I, Suite 100, Providence, Rhode Island 02905, Tel: (401) 433-2150  
12 Kent Way, Suite 100, Woburn, Massachusetts 01897, Tel: (781) 938-3100, Fax: 1822  
1500 International Tradeport, 112 Corporate Drive, Bowdoin, New Hampshire 03301, Tel: (603) 436-1490  
400 Commercial Street, Suite 404, Portland, Maine 04101, Tel: (207) 772-2601

[www.ransomenv.com](http://www.ransomenv.com)

The groundwater monitoring wells will be advanced by means of a 4.25-inch outer diameter hollow stem auger drill rig to a depth of approximately 15 feet below ground surface (bgs). Each groundwater monitoring well will be fitted with a locking cap and flush-mounted curb box. A photograph of a typical flush-mounted curb box is depicted on the attached "Typical Flush Mount Monitoring Well" figure. The soil cuttings generated during the groundwater monitoring well installation activities will be screened with a photoionization detector (PID) and will be visually inspected for evidence of potential soil impacts. All soil cuttings will be drummed for off-site disposal.

Ransom anticipates installing the groundwater monitoring wells in one day. No equipment or materials will be left within the Railroad Avenue ROW after the completion of the work day.

Upon completion of well installation activities, top of casing, ground surface elevation, and well location for the two groundwater monitoring wells will be surveyed by a New Jersey-licensed land surveyor, consistent with NJDEP requirements.

Ransom will conduct two rounds of groundwater sampling of the two wells in separate events approximately 90 days apart, with the first round collected approximately two weeks after the well installation.

Please sign the appropriate line below to indicate your approval for the requested access and return to my attention. Ransom will contact you when we have a specific date scheduled for the installation. If you have any questions regarding this matter, please contact me at (609) 584-0090.

Sincerely,  
**RANSOM ENVIRONMENTAL**



Samuel W. Galenty  
Environmental Scientist

Attachments Figure 1 – Proposed Groundwater Monitoring Well Location Plan  
Typical Flush Mount Monitoring Well

Cc: Mr. Daniel Rubin, LDR Equities, LLC

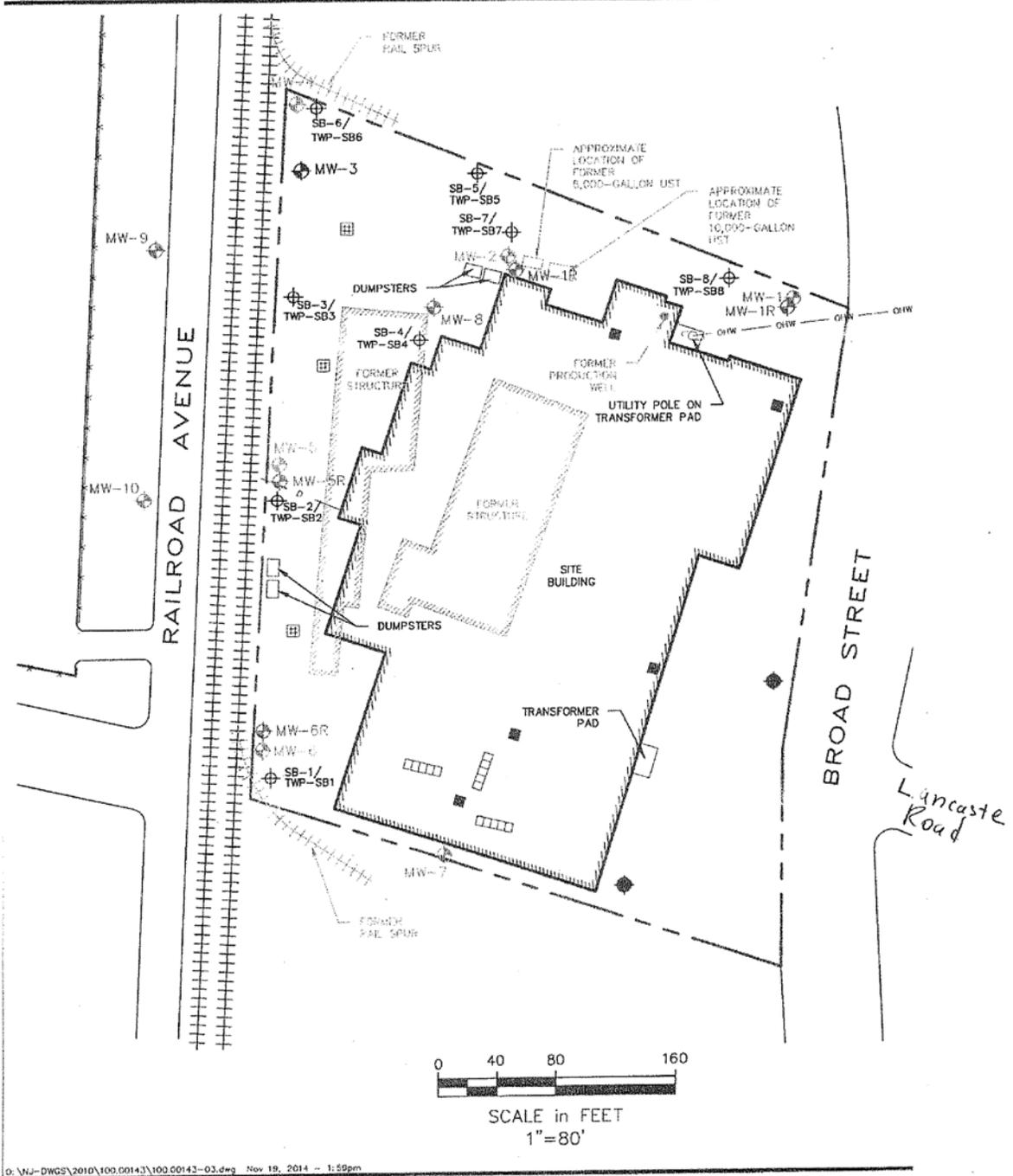
ACCESS GRANTED:

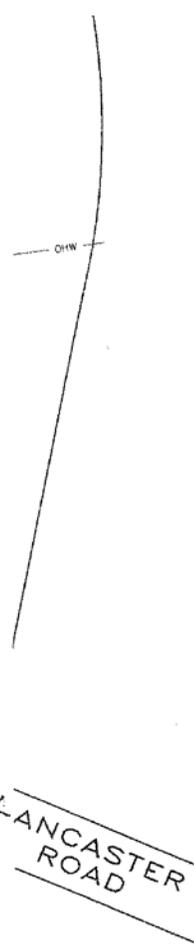
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





**LEGEND:**

- MW-1R PROPOSED MONITORING WELL
- MW-3 MONITORING WELL
- SUNOCO MONITORING WELL
- LOST/DAMAGED MONITORING WELL
- SB-2/TWP-SB2 SOIL BORING/TEMPORARY WELL POINT
- SUMP PIT
- STORM SEWER INLET
- FLOOR DRAIN
- UTILITY POLE
- FENCE
- DRAINAGE DITCH
- OVERHEAD WIRES
- PROPERTY BOUNDARY
- RAILROAD TRACKS

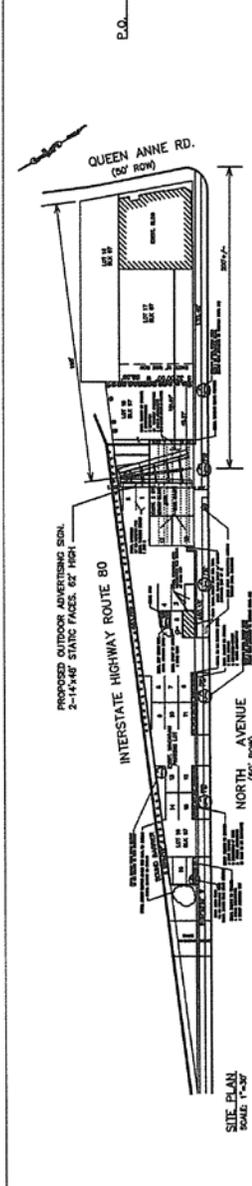
<b>RANSOM</b> Environmental		<b>PROPOSED MONITORING WELL LOCATION PLAN</b>	
PREPARED FOR:	SITE:	PROJECT:	100143
LDR EQUITIES, LLC 501 BROAD AVENUE RIDGEFIELD, NEW JERSEY	FORMER CAROLACE INDUSTRIES 501 BROAD AVENUE RIDGEFIELD, NEW JERSEY	FIGURE:	1

## Typical Flush Mount Monitoring Well





**AREA MAP**  
N.E.S.



**SITE PLAN**  
SCALE: 1"=30'

**GENERAL NOTES**

1. SIGN SHALL BE LOCATED ON LOTS 18 AND 19 IN BLOCK 97 AS SHOWN ON THE CURRENT TAX MAP OF THE TOWNSHIP OF BOONVILLE, MISSOURI.
2. PROPERTY OWNER: GRS OUTDOOR, INC. 200 BARNETT AVE. BOONVILLE, MO. 64609-0233
3. THE SIGNAGE CHANGES OR OTHER CHANGES TO THE PROPERTY AS SHOWN ARE PROPOSED UNDER THIS APPLICATION.
4. ALL AREAS OUTLINED ARE TO BE CONSTRUCTION TO BE PERMANENTLY STABILIZED.
5. ILLUMINATION OF OUTDOOR SIGN AS PER MANUFACTURER'S SPECIFICATIONS. NO ADDITIONAL SITE LIGHTING IS PROPOSED.
6. APPROVED BY THE BUILDING DEPARTMENT FOR TO BE CONSIDERED AS A PERMANENT STRUCTURE.
7. RETROFITTED, TUCKERSON BARNY, 261 NORTH AVENUE, BOONVILLE, MO. PREPARED BY G. CASSETTA & ASSOC. DATED 12/23/09

**PROPOSED SIGN DESCRIPTION**

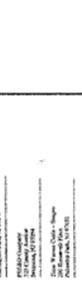
NO.	DESCRIPTION	HEIGHT	AREA	TYPE	STATUS
1	2-14'x6' STATIC FACES	62'	168 sq. ft.	Static	Proposed
2	10'x10' SIGN BASE	10'	100 sq. ft.	Structural	Proposed
3	10'x10' SIGN SUPPORT	10'	100 sq. ft.	Structural	Proposed
4	10'x10' SIGN FOUNDATION	10'	100 sq. ft.	Structural	Proposed

**PROPOSED SIGN DESCRIPTION**

NO.	DESCRIPTION	HEIGHT	AREA	TYPE	STATUS
1	2-14'x6' STATIC FACES	62'	168 sq. ft.	Static	Proposed
2	10'x10' SIGN BASE	10'	100 sq. ft.	Structural	Proposed
3	10'x10' SIGN SUPPORT	10'	100 sq. ft.	Structural	Proposed
4	10'x10' SIGN FOUNDATION	10'	100 sq. ft.	Structural	Proposed



**KEY MAP**  
N.E.S.



**ADVERTISING SIGN DETAILS**  
N.E.S.

NO.	DESCRIPTION	HEIGHT	AREA	TYPE	STATUS
1	2-14'x6' STATIC FACES	62'	168 sq. ft.	Static	Proposed
2	10'x10' SIGN BASE	10'	100 sq. ft.	Structural	Proposed
3	10'x10' SIGN SUPPORT	10'	100 sq. ft.	Structural	Proposed
4	10'x10' SIGN FOUNDATION	10'	100 sq. ft.	Structural	Proposed

**ADVERTISING SIGN DETAILS**  
N.E.S.

**SECTION A-A**

**SIGN ELEVATION**

**ADVERTISING SIGN DETAILS**  
N.E.S.

**GRS OUTDOOR, INC.**  
LOTS 18 AND 19 IN BLOCK 97

**ENGINEERING & TECHNICAL RESOURCES, INC.**  
CONSULTING ENGINEERS - CONTRACTORS # 24613797500  
200 BARNETT AVE. BOONVILLE, MO. 64609-0233

**ALEX A. ZEPHON PROFESSIONAL ENGINEER, P.E., LIC. NO. 39773**

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 303-2015

Transfer Resolution #2

WHEREAS, N.J.S.A. 40A:4-58 allows appropriation transfers during the last two months of the calendar year should it become necessary to expend for any of the purposes specified in the budget an amount in excess of the respective sums appropriated therefor and there shall an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient; no transfers may be made to appropriations for contingent expenses or deferred charges.

WHEREAS, the Mayor and Council of the Borough of Ridgefield are desirous of executing such transfers:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer is herewith directed to execute the following Calendar Year 2015 budget appropriation transfers:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
Tax Assessor Professional Services		
Other Expenses		\$ 15,000
Tax Collector S/W		10,000
Fire Department O/E		20,000
Rent Leveling S/W		50
Borough Vehicles Road		6,000
Board of Health		1,000
Street Lighting	12,050	
Electric and Gas	10,000	
DPW O/E	20,000	
Borough Vehicle Police	10,000	
	<u>\$ 52,050</u>	<u>\$ 52,050</u>

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Silvestri,  
Borough Clerk

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

---

Frank Berardo,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting December 14, 2015

Presented by Councilman Penabad

RESOLUTION NO. 304-2015

BE IT RESOLVED, that warrants totaling **\$2,897,086.30**  
be drawn on the following accounts:

CURRENT	\$2,720,814.59
TRUST	\$72,768.00
CAPITAL	\$103,444.63
POOL	\$53.68
DOG LICENSE	\$5.40
<b>TOTAL</b>	<b>\$2,897,086.30</b>

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk