

BOROUGH OF RIDGEFIELD

A G E N D A

Work Session, Executive Session and Regular Meeting of the Mayor and Council

Date: May 26, 2015

Open Public Meetings Statement by Mayor Suarez

Work Session: 6:00 P.M. C.T.O.: Adjourn:

- Trap Neuter Release Program Discussion with Animal Control

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:

ROLL CALL-WORK SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

Presentation of Earth Day Poster Contest Winners

163-2015 Mayor Suarez Police Promotions

Swearing in of Police Lieutenants and Sergeants

As advertised, hearing will be held on Ordinance No. 2278 entitled, “AN ORDINANCE AMENDING CHAPTER 20, ARTICLE I, ENTITLED PAY TO PLAY, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2279 entitled, “AN ORDINANCE AMENDING CHAPTER 375, ARTICLE XXVII, SECTION 375-83, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2280 entitled, “AN ORDINANCE OF THE BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN, STATE OF NEW JERSEY AMENDING SECTION 390-4 OF THE RIDGEFIELD CODE AND AMENDING THE ZONING MAP TO REZONE THE PROPERTY KNOWN AS BLOCK 2904, LOT 4 FROM THE RETAIL BUSINESS, COMMERCIAL OR OFFICE ZONE – DISTRICT D TO THE O-7-MR OFFICE MID-RISE ZONE AND TO REZONE THE PROPERTY KNOWN AS BLOCK 2402, LOT 1 FROM THE PUBLIC USE ZONE – DISTRICT G TO THE O-7-MR OFFICE MID-RISE ZONE”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2281 entitled, “AN ORDINANCE AUTHORIZING THE EXCHANGE OF CERTAIN LANDS BY AND WITHIN THE BOROUGH OF RIDGEFIELD

AS FOLLOWS: THE BOROUGH OF RIDGEFIELD TO ACQUIRE BLOCK 2902, LOT 10; BLOCK 2902, LOT 11; AND BLOCK 2401, LOT 5, TOGETHER WITH ADDITIONAL CONSIDERATION; AND THE BOROUGH OF RIDGEFIELD TO CONVEY BLOCK 2402, LOT 1, AS PART OF AN EXCHANGE OF LANDS PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:12-16”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2282 entitled, “AN ORDINANCE AMENDING SECTION 390-39.5 ENTITLED “O-7-MR OFFICE MID-RISE ZONE OF THE CODE OF THE BOROUGH OF RIDGEFIELD””

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

164-2015 Councilman Castelli Approve Fireworks Contract
165-2015 Councilman Castelli Award Bid - FY2013 & 2014 CDBG Road Program Improvements

COUNCIL VOTE

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

RESOLUTIONS:

166-2015 Councilman Penabad Warrants

COMMENTS BY MAYOR:

N.J. State Firemen's Association Membership Application:

Andres Miranda
643B Shaler Boulevard
Company 3

Coin Toss Request:

RMHS Softball
Saturday, April 2, 2016

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 May 26, 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.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
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 May 26, 2015

Presented by Mayor Suarez

RESOLUTION NO. 163-2015

WHEREAS, the Ridgefield Police Department is in need of restructuring; and

WHEREAS, the Chief of Police has made recommendations as to the restructuring; and

WHEREAS, the Police Committee and the Mayor and Council has considered the Chief's recommendations and has extended its own input in this matter; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following members of the Ridgefield Police Department be promoted to the offices specified below effective immediately:

1. Sergeant Jose Brito to Lieutenant
2. Sergeant Kenneth Sheridan to Lieutenant
3. Sergeant Jason Wejnert to Lieutenant
4. Sergeant Robert Meurer to Lieutenant
5. Police Officer Bruno Carbone to Sergeant
6. Police Officer Leonard Yim to Sergeant
7. Police Officer Andrew O'Brien to Sergeant
8. Police Officer Edward Schaefer to Sergeant
9. Police Officer Paul Svorec to Sergeant

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2278

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING CHAPTER 20, ARTICLE I, ENTITLED PAY TO PLAY,
OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 11th day of May, 2015, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

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 May 11, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2278

“AN ORDINANCE AMENDING CHAPTER 20, ARTICLE I, ENTITLED PAY TO PLAY,
OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that Chapter 20, Article I of the Code of the Borough be deleted in its entirety and be replaced with the following:

Article I. Pay to Play

§ 20-1. Prohibition on awarding public contracts to certain contributors.

- A. To the extent that it is not inconsistent with state or federal law, the Borough of Ridgefield and any of its purchasing agents or departments or instrumentalities of the municipality thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or vendor, having an anticipated value in excess of \$17,500, as determined in advance and certified in writing by the Borough of Ridgefield, with a business entity, except a contract that is awarded pursuant to a fair and open process referenced in § 20-7 of this Chapter, if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to a campaign committee of any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or to any Borough of Ridgefield or County party committee, or to any candidate committee, political action committee (PAC) or continuing political committee (CPC) that engages in, or whose primary purposes is the support of municipal or county elections and/or municipal or county parties in excess of the thresholds specified in Subsection D within two calendar years immediately preceding the date of the contract or agreement.
- B. No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement (including non-emergency contracts awarded by 40A:11-1 et seq.) having an anticipated value in excess of \$17,500 with the Borough of Ridgefield or any departments thereof, except a contract that is awarded pursuant to a fair and open process referenced in § 20-7 of this Chapter, for the rendition of professional services or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions to:

- (1) Any municipal candidate or holder of public office having ultimate responsibility for the award of a contract; or
 - (2) Any Borough of Ridgefield or county party committee; or
 - (3) Any candidate committee, PAC or CPC that regularly engages in, or whose primary purpose is the support of, municipal or county elections and/or municipal or county parties, in excess of the thresholds specified in Subsection D, between the time of first communication between the professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.
- C. For purposes of this article, a "professional business entity" and a "vendor" seeking a public contract shall mean an individual, including the individual's spouse, if any, and any child living at home, person, firm, corporation, professional corporation, partnership, or organization, or association. The definition of a "business entity" and "vendor" includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor. In addition, contributions made by a professional business entity and/or vendor to a joint candidate committee shall be deemed to be allocated equally among the number of candidates represented by the joint candidate committee.
- D. Any individual meeting the definition of "professional business entity" and a "vendor" under this section may make an aggregate maximum contribution of up to \$300 per candidate per election cycle for any purpose to any candidate for mayor or governing body, or \$300 aggregate per year to the Borough of Ridgefield party committee, or \$300 aggregate per year to the county party committee or to a PAC or candidate committee or CPC referenced in this article without violating Subsection A or B of this section. However, any group of individuals meeting the definition of "professional business entity" or "vendor" under this section, including such principals, partners, and officers of the entity or vendor in the aggregate, may not annually contribute for any purpose in excess of \$2,000 to all Borough of Ridgefield candidates and office holders with ultimate responsibility for the award of the contract, and all Borough of Ridgefield or county political parties, candidate committee, PACs and CPCs referenced in this article combined, without violating Subsection A or B of this section.
- E. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
- (1) The Borough of Ridgefield Mayor or governing body, if the contract requires approval or appropriation from the Mayor or governing body.
 - (2) The Mayor of the Borough of Ridgefield, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

§ 20-2. Contributions made prior to effective date.

No contribution of money or any other thing of value, including in-kind contribution, made by a professional business entity or vendor to any Borough of Ridgefield candidate for Mayor or governing body, or Borough of Ridgefield or county party committee, candidate committee, PAC or CPC referenced in this article shall be deemed a violation of this ordinance, nor shall an agreement for property, goods or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of this article. For purposes of applying any of the provisions of this article, the effective date of the article is deemed to be May 29, 2015.

§ 20-3. Contribution statement by professional business entity or vendor.

- A. Prior to awarding any contract or agreement to procure services from any professional business entity and any contract or agreement to procure goods and services from a vendor, the Borough of Ridgefield or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offer or has not made a contribution in violation of § 20-1 of this article.
- B. The professional business entity and vendor shall have a continuing duty to report any violations of this article that may occur during the negotiation, proposal process or duration of a contract. The certification required under this section shall be made prior to entry into the contract or agreement with the Borough of Ridgefield, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certification that may be required by any other provision of law.

§ 20-4. Return of excess contributions.

A professional business entity, vendor, or municipal candidate or office holder, or Borough of Ridgefield or county party committee, candidate committee, PAC or CPC referenced in this article, may cure a violation of § 20-1 of this article if, within 30 days after the election immediately succeeding the date of the professional business entity's or vendor's discovered excess contribution, the professional business entity or vendor notifies the municipality in writing and seeks and receives reimbursement of the contribution from the relevant municipal candidate or office holder, Borough of Ridgefield or county political party, candidate committee, PAC or CPC referenced in this article.

§ 20-5. Violations and penalties.

- A. It shall be a breach of the terms of the Borough of Ridgefield professional service agreement or agreement for goods or services for a business entity to:
 - (1) Make or solicit a contribution in violation of this article;
 - (2) Knowingly conceal or misrepresent a contribution given or received;

- (3) Make or solicit contribution through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of the Borough of Ridgefield;
- (5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this article;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange or contributions to circumvent the intent of this article; or
- (8) Directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restriction of this article.

B. Furthermore, any professional business entity who violates Subsection A(2) through (8) shall be disqualified from eligibility for future Borough of Ridgefield contracts for a period of four calendar years from the date of the violation.

§ 20-6. Notice to business entity.

The Borough of Ridgefield and any of its purchasing agents or departments or instrumentalities of the municipality shall provide all business entities or vendors seeking to provide services or goods to the Borough a statement describing the requirements of this article and a statement that compliance with the Article shall be binding upon the parties thereto upon submission of a proposal. Providing the business entity or vendor with a copy of this article shall satisfy the requirements of this section.

§ 20-7. Fair and open process.

A. Notwithstanding any other provision in this chapter, the Borough of Ridgefield shall observe state statutes respecting the process for awarding of certain professional services and other no bid contracts as set forth in the provisions of N.J.S.A. 19:44A-1, et seq. As referenced in § 20-1, the monetary contribution thresholds shall not be applicable to contracts awarded through a Fair and Open Process as contemplated by N.J.S.A. 19:44A-20.5. In connection with such fair and open process, the Borough shall follow the following guidelines.

B. General standards.

(1) Professional services may be awarded by virtue of a publicly advertised request for proposals (RFP) which will be issued as one document for those appointments which are made on an annual basis, such as, but not limited to, the positions of Borough Attorney, Borough Engineer, Borough Planner, Borough Labor Counsel, Planning Board Attorney, Planning Board Engineer, Zoning Board Attorney, Zoning Board Engineer and such other statutory and/or ordinance- and/or resolution-created public positions.

- (2) For said positions, no contract shall be awarded unless and until the positions are:
- (a) Publicly advertised in newspapers and on the internet website maintained by the Borough at least 10 calendar days in advance, which shall be deemed sufficient time to give notice in advance of the solicitation for the contracts.
 - (b) Awarded under a process that provides for public solicitations of proposals and qualifications, including but not limited to the following:
 - [1] Experience and reputation in the field;
 - [2] Knowledge of the subject matter of the services to be provided to the Borough;
 - [3] Knowledge of the Borough, its affairs and operations;
 - [4] Availability to accommodate any required meetings of the Borough;
 - [5] Compensation proposal;
 - [6] Compliance with the minimum qualifications established by the Borough for the position;
 - [7] Other factors determined to be in the best interest of the Borough, including quoted fees, where applicable;
 - [8] The Mayor and Council may eliminate and/or supplement the guidelines contained above when they deem same to be in the best interests of the Borough of Ridgefield.
 - (c) The ultimate decision to award is decided by the governing body as it deems in its best interests and not subject to appeal.
 - (d) Awarded and disclosed under criteria established in writing by the Borough of Ridgefield prior to the solicitation of proposals or qualifications as set forth in this article;
 - (e) Publicly announced when awarded, and as to those RFPs which prove to be unsuccessful, the Borough Clerk shall retain a copy of same on file for a period of not less than 60 calendar days.
- (3) For contracts which arise on an occasional basis, such as appraisals needed for the acquisition of land and/or open space, as well as title searches, surveying, and similar work associated with same; and comparable assignments, such as planning services needed for Master Plan updates, appraisals, special counsel, special project engineer contracts, etc., professional services contracts may be awarded without following the foregoing provisions, so long as:
- (a) The anticipated value does not exceed the \$17,500 threshold as set forth above; and
 - (b) The Purchasing Agent makes every effort to solicit at least two proposals for said work.

- C. Review of RFPs by review committee. A review committee shall be established by the Mayor consisting of not fewer than two nor more than three members of the Mayor and Council. The Mayor and Council may also appoint other Borough officials, such as the Purchasing Agent, to the review committee. The review committee shall evaluate the respective qualifications and/or proposals, taking into consideration the designated qualifications and/or performances criteria, experience, reputation of vendor, quality of services, quoted fee and other relevant factors in making a recommendation of award to the governing body, and the designated representative of the review committee may, in his or her sole discretion, conduct negotiations with qualified vendors after receipt of proposals, in order to achieve the best possible contract terms and conditions for the Borough and its taxpayers. No contract shall be awarded, however, unless same is authorized by resolution duly adopted in public session by the governing body.
- D. Contribution statement by professional business entity.
- (1) Prior to awarding any contract or agreement to procure services, including banking or insurance coverage services, with any professional business entity, the Borough or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional business entity made under penalty of perjury that the bidder or offeror has not made a contribution in violation of this article;
 - (2) The professional business entity shall have a continuing duty to report any violations of this article that may occur during the negotiation or duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with the Borough and shall be in addition to any other certifications that may be required by any other provision of law.
- E. Contracts issued without use of RFP process.
- (1) In circumstances where the Mayor or designee or the governing body determines that the use of the RFP process is not appropriate, such as, but not limited to, contracts with other government agencies, and agreements with public utilities, the Purchasing Agent shall use his/her best efforts to obtain at least two quotations for the work and shall require the contractor to fully comply with the provisions of N.J.S.A. 19:44A-20.27.
 - (2) No business entity that enters into negotiations for or agrees to enter into any contract or agreement with the Borough of Ridgefield or any department or agency thereof or of its independent authorities for the rendition of professional, banking or insurance coverage services, or any other consulting services, shall solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any Borough of Ridgefield municipal candidate or holder of the public office having ultimate responsibility for the award of the contract, or campaign committee supporting such candidate or officeholder, or to any Ridgefield Borough party committee, between the time of first communications between that business entity and the Borough regarding a specific professional services agreement and the later of the termination of negotiations or the

completion of the contract or agreement. This specifically and only relates to contract dealt with under this specific subsection.

F. Emergency exceptions. Notwithstanding the foregoing, the governing body recognizes that the New Jersey Legislature has provided for certain emergencies and further recognizes that the procedure outlined above might not be capable of being achieved in the event of an emergency or other time constraints. Thus, should a situation arise and time does not permit resort to this procedure, and the immediate performance of services is necessary, then an award for same may be made in accordance with the provisions of the Local Public Contracts Law relating to emergency contracts and such rules and regulations as may be promulgated, from time to time, by the governing body with regard to same. No such emergency contracts, however, may be awarded without a resolution establishing a basis for the deviation from the procedures outlined herein.

§ 20-8. Severability.

If any provision of this article, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this article, to the extent it can be given effect or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this article are severable.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2279

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING CHAPTER 375, ARTICLE XXVII, SECTION 375-83,
OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 11th day of May, 2015, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

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 May 11, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2279

“AN ORDINANCE AMENDING CHAPTER 375, ARTICLE XXVII, SECTION 375-83,
OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I: Section 375-83 of the Code of the Borough of Ridgefield, entitled “Through traffic prohibited on certain streets”, be and hereby is amended as follows:

1. Adding Prospect Avenue from Elm Avenue to the Palisades Park border

Section II: In all other respects, the terms, conditions and provisions of Section 375-83 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section IV: This ordinance shall take effect immediately upon passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2280

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE OF THE BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN, STATE OF NEW JERSEY AMENDING SECTION 390-4 OF THE RIDGEFIELD CODE AND AMENDING THE ZONING MAP TO REZONE THE PROPERTY KNOWN AS BLOCK 2904, LOT 4 FROM THE RETAIL BUSINESS, COMMERCIAL OR OFFICE ZONE – DISTRICT D TO THE O-7-MR OFFICE MID-RISE ZONE AND TO REZONE THE PROPERTY KNOWN AS BLOCK 2402, LOT 1 FROM THE PUBLIC USE ZONE – DISTRICT G TO THE O-7-MR OFFICE MID-RISE ZONE”

introduced on the 26th day of May, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 13th day of July, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

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 May 26, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2280

“AN ORDINANCE OF THE BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN, STATE OF NEW JERSEY AMENDING SECTION 390-4 OF THE RIDGEFIELD CODE AND AMENDING THE ZONING MAP TO REZONE THE PROPERTY KNOWN AS BLOCK 2904, LOT 4 FROM THE RETAIL BUSINESS, COMMERCIAL OR OFFICE ZONE – DISTRICT D TO THE O-7-MR OFFICE MID-RISE ZONE AND TO REZONE THE PROPERTY KNOWN AS BLOCK 2402, LOT 1 FROM THE PUBLIC USE ZONE – DISTRICT G TO THE O-7-MR OFFICE MID-RISE ZONE”

WHEREAS, the Borough of Ridgefield is desirous of amending the Ridgefield Code at Section 390 and the Zoning Map at Section 390-4 of the Ridgefield Code to reclassify and rezone property known as Block 2904, Lot 4 from the Retail Business, Commercial or Office Zone –District D to the O-7 MR Office Mid-Rise Zone and to reclassify and rezone property known as Block 2402, Lot 1 from the Public Use Zone – District G to the O-7 MR Office Mid-Rise Zone; and

WHEREAS, the Mayor and Council consider the reclassifications and rezoning consistent with Master Plan and surrounding properties.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey as follows:

SECTION I.

The Ridgefield Code at Section 390 and the Zoning Map at Section 390-4 of the Ridgefield Code is hereby amended as follows:

- (a) Block 2904, Lot 4 is reclassified and rezoned from the Retail Business, Commercial or Office Zone –District D to the O-7 MR Office Mid-Rise Zone; and
- (b) Block 2402, Lot 1 is reclassified and rezoned from the Public Use Zone – District G to the O-7 MR Office Mid-Rise Zone.

SECTION II.

BE IT FURTHER ORDAINED that the Zoning Map at Section 390-4 of the Ridgefield Code is hereby further amended to correct a scrivener’s error that appears in the “Legend” of the Zoning Map as follows: the current notation in the Legend of the Zoning Map which states, “OFFICE MID RISE HOTEL (# DENOTES STORY) – O-7” shall be corrected by deleting the

foregoing in its entirety and replacing it with following notation, “O-7 MR OFFICE MID-RISE ZONE (# DENOTES STORY)”

SECTION III.

BE IT FURTHER ORDAINED that pursuant to Section 390-4 of the Ridgefield Code, the Zoning Map shall be updated to reflect the amendments herein and such up-to-date Zoning Map shall be kept in the office of the Construction Official and Borough Clerk for the use and benefit of the public.

SECTION IV.

BE IT FURTHER ORDAINED that all provisions of this Ordinance are severable. If for any reason, any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

SECTION V. REPEALER.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

SECTION VI. SEVERABILITY.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

SECTION VII.

This Ordinance shall take effect immediately upon passage and publication according to law.

SECTION VIII.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2281

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AUTHORIZING THE EXCHANGE OF CERTAIN LANDS BY AND WITHIN THE BOROUGH OF RIDGEFIELD AS FOLLOWS: THE BOROUGH OF RIDGEFIELD TO ACQUIRE BLOCK 2902, LOT 10; BLOCK 2902, LOT 11; AND BLOCK 2401, LOT 5, TOGETHER WITH ADDITIONAL CONSIDERATION; AND THE BOROUGH OF RIDGEFIELD TO CONVEY BLOCK 2402, LOT 1, AS PART OF AN EXCHANGE OF LANDS PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:12-16”

introduced on the 26th day of May, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 8th day of June, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

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 of May 26, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2281

“AN ORDINANCE AUTHORIZING THE EXCHANGE OF CERTAIN LANDS BY AND WITHIN THE BOROUGH OF RIDGEFIELD AS FOLLOWS: THE BOROUGH OF RIDGEFIELD TO ACQUIRE BLOCK 2902, LOT 10; BLOCK 2902, LOT 11; AND BLOCK 2401, LOT 5, TOGETHER WITH ADDITIONAL CONSIDERATION; AND THE BOROUGH OF RIDGEFIELD TO CONVEY BLOCK 2402, LOT 1, AS PART OF AN EXCHANGE OF LANDS PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:12-16”

WHEREAS, the Borough of Ridgefield (“Borough”) is fee owner of a certain parcel of land consisting of approximately 1.34 acres and known as Block 2402, Lot 1, on the official tax map of the Borough, having acquired same by Deed from Lowe Paper Company dated February 8, 1922, recorded February 28, 1922 in Book 1147 at Page 360 of the County Clerk’s Office of Bergen County, New Jersey for a purchase price of Three Hundred Dollars (\$300) (“Borough Parcel”); and

WHEREAS, Simkins Industries, Inc. (“Simkins”) is fee owner of the following certain parcels of land consisting of: (i) an approximately 1.82 acre parcel known as Block 2401, Lot 5, on the official tax map of the Borough (“Lot 5”); (ii) an approximately 0.12 acre parcel known as Block 2902, Lot 10, on the official tax map of the Borough (“Lot 10”); and (iii) an approximately 0.17 acre parcel known as Block 2902, Lot 11, on the official tax map of the Borough (“Lot 11”)(Lot 5, Lot 10 and Lot 11 collectively referred to as “the Exchange Parcels”); and

WHEREAS, Sitex Group, LLC (“Sitex”) is contract-purchaser from Simkins of the Exchange Parcels, along with additional parcels known as Block 2301, Lot 1; Block 2301, Lot 1.01; and Block 2904, Lot 4 on the official tax map of the Borough (the foregoing parcels collectively referred to as “the Sitex Parcels”) pursuant to a real estate contract between Sitex and Simkins (“the Purchase Agreement”) and consequently the conveyance of the Borough Parcel shall be to Sitex, as more particularly described below; and

WHEREAS, the Borough engaged the preparation of certified appraisals of the Borough Parcel and the Exchange Parcels which established that the current appraised value of the Exchange Parcels is in excess of \$170,000, said Exchange Parcels also having a collective assessed value of \$1,019,700, and the current appraised value of the Borough Parcel is \$670,000, thereby resulting in an additional cash consideration to be paid to the Borough in the amount of Five Hundred Thousand Dollars (\$500,000) so as to achieve at least an equal value in connection with the exchange of lands authorized herein; and

WHEREAS, subsequent to the exchange of lands contemplated herein, the Borough will be conveyed back a portion of the Borough Parcel from Sitex, by way of a dedication of an approximately 0.48 acre improved right-of-way to same as an extension of River Street from its current terminus to its intersection with Bell Drive (“the ROW Parcel”); and

WHEREAS, Sitex shall also construct and install a public roadway in connection with the approximately 0.48 acre right-of-way as described above, in compliance with accepted standards, to the reasonable satisfaction of the Borough, and at no cost to the Borough, such road improvements to the ROW Parcel is agreed by the parties to have a cost of approximately \$167,000; and

WHEREAS, as a result of the future dedication of the ROW Parcel, the net acreage to be retained by Sitex in connection with the Borough Parcel will be approximately 0.86 acres; and

WHEREAS, the Mayor and Council has determined that the acquisition of the Exchange Parcels is more advantageous to the Borough for public use than is the Borough Parcel to be conveyed to Sitex and that it is in the public interest of the Borough that such exchange of lands be consummated pursuant to the terms and conditions stated herein below.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, as follows:

SECTION I:

A. The Mayor and Council does hereby determine that the Exchange Parcels to be conveyed to the Borough, along with the additional cash consideration of \$500,000 to be paid to the Borough, are of more than equal value to the Borough Parcel to be conveyed to Sitex, and the Exchange Parcels to be acquired are more advantageous for public use than the Borough Parcel to be conveyed, and it is in the public interest to consummate the exchange of lands as authorized herein pursuant to the terms and conditions stated herein.

B. The Mayor and Council does hereby authorize the conveyance by the Borough of the Borough Parcel having a current appraised value of \$670,000, in exchange for the acquisition of the Exchange Parcels, having a current appraised value in excess of \$170,000, and the payment of the additional cash consideration of \$500,000 to the Borough, together with reimbursement to the Borough for all costs for preparation of the appraisals, along with the Borough being conveyed back the ROW Parcel, subsequent to construction of the River Street extension as herein above described.

C. The Mayor and Borough Clerk be, and hereby are, authorized to execute on behalf of the Borough such other and further documents as may be deemed to be necessary by the Borough Attorney, to consummate the exchange of lands authorized herein so as to effectuate the closing of and transfer of title by and between the Borough and Sitex, together with the additional considerations specified herein.

D. The Mayor and Council further determines that as to all parcels to be conveyed, same shall be subject to the following conditions of sale:

Violation of Laws: The Grantor must correct any violations of law, at Grantor's own expense, prior to closing.

Deed: At the time of closing, the parties shall each deliver to the other Bargain and Sale Deeds with covenant against grantor's acts.

Foreign Persons: The parties agree that they will comply with the provisions of the Foreign Investment in Real Property Tax Act, 26 U.S.C. Sec. 1445, as amended and supplemented (hereinafter "FIRPTA"), including provisions for the withholding of part of the purchase price, unless it is established prior to closing that the transaction is exempt.

Environmental Conditions: Each party represents to the other, to the best of that party's knowledge, that there have been no leaks or discharges, whether intentional or unintentional, of any hazardous substances or home heating oil on the property, and that subsequent to the exchange of lands contemplated herein, Sitex shall address the historic fill located on Lot 5 in compliance with all applicable laws. Same will be accomplished within twelve (12) months of the date the Borough acquires title. For purposes of this paragraph the term "hazardous substances" shall have the same meaning as in N.J.S.A. 58:10-23.11b.

Each party represents to the other, to the best of that party's knowledge, that there are no abandoned underground storage tanks located on the property.

Quality of Title: The parties agree to transfer to the other title to the property free of all easements, claims and rights of others, except for:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street or the part of the property directly adjacent to the street; and

(b) recorded deed restrictions that limit the use of the property, unless the restrictions: (1) are presently violated; (2) provide that the property would be forfeited if they were violated; or (3) place limitations on the use of the property for only residential or public purposes.

In addition, the ownership of each of the parties must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

Tenancies: At the time of closing the properties shall be vacant and free of any tenancies.

Property: The property to be conveyed by each of the parties includes: (a) the land and (b) all of the Grantor's rights relating to the land.

Bulk Sale Notice: The parties shall comply with N.J.S.A. 54:50-38. The Grantee shall file a Notification of Sale, Transfer, or Assignment in Bulk form with the New Jersey Division of Taxation. The Grantor shall cooperate in connection with the filing of this form and shall diligently provide the Grantee with all information needed for the Grantee to complete the form and file it with the New Jersey Division of Taxation. Any escrow required by the New Jersey Division of Taxation shall be funded from the Grantor's proceeds of sale and held in escrow by the Grantee's attorney.

E. The Mayor and Council further determines and understands that the acquisition of fee simple title ownership of the Sitex Parcels by Sitex (or its affiliate) from Simkins pursuant to the Purchase Agreement is a condition precedent to the consummation of the exchange of lands authorized herein, the payment of the additional cash consideration, and the improvement and dedication of the ROW Parcel by Sitex to the Borough. The closing of the exchange of lands authorized herein and the payment of the additional cash consideration to the Borough shall be simultaneous with the Sitex closing of title to the Sitex Parcels pursuant to the Purchase Agreement, with the construction of improvements to the ROW Parcel and its future dedication by Sitex to the Borough proceeding thereafter. The dedication of the ROW Parcel, and the construction of the roadway, shall be completed within twelve (12) months) of Sitex acquiring title, with said roadway to be installed in compliance with accepted standards, to the reasonable satisfaction of the Borough, and at no cost to the Borough. Between the time that Sitex acquires title and completes the dedication and installation of the roadway, Sitex will continue to allow access to vehicles along the existing paved area except, and only to the extent that, same is not possible due to the construction activities of Sitex. The parties specifically acknowledge and recognize that an existing warehouse business on the south side of the existing paved area requires access over the paved area to its business facility. Sitex agrees to reasonably cooperate in its activities so as to not disturb the day to day operations of that business.

F. In the event that Sitex does not acquire fee simple title ownership to the Sitex Parcels from Simkins pursuant to the Purchase Agreement within two hundred and seventy (270) days from the date of adoption of this Ordinance, for any reason, this Ordinance shall be void and of no legal force or effect, and the parties shall have no further obligation to each other.

SECTION II.

BE IT FURTHER ORDAINED that all provisions of this Ordinance are specifically made non-severable so that if any of the operative provisions in this Ordinance, including specifically those provisions of under Section I A through F, are adjudged to be invalid, or unenforceable, such adjudication shall serve to deem the entire Ordinance invalid and of no effect.

SECTION III.

This Ordinance shall become effective upon adoption, final approval at Second Reading and publication, pursuant to law.

SECTION IV.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to such inconsistencies and conflicts.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2282

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING SECTION 390-39.5 ENTITLED “O-7-MR OFFICE MID-RISE ZONE OF THE CODE OF THE BOROUGH OF RIDGEFIELD””

introduced on the 26th day of May, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 13th day of July, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

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: May 26, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2282

“AN ORDINANCE AMENDING SECTION 390-39.5 ENTITLED “O-7-MR OFFICE MID-RISE ZONE OF THE CODE OF THE BOROUGH OF RIDGEFIELD””

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that Zoning Ordinance Section 390-39.5 O-7-MR Office Mid-Rise Zone be, and hereby is amended, by deleting from the existing language of said ordinance all of its content and replacing same with the following:

SECTION I.

§ 390-39.5. 0-7 -MR Office Mid-Rise Zone.

- A. Objectives. It is the purpose of the 0-7-MR Office Mid-Rise Zone District to provide for the development and redevelopment needs of an industrial area for modern new office, laboratory, and light industrial uses, especially when a greater building height will permit proper off-street parking.
- B. Permitted uses. In the 0-7-MR Office Mid-Rise Zone District, no building or premises shall be used and no building or part of a building shall be erected, constructed or altered which shall be arranged, intended or designed to be used for any purpose other than the following uses:
 - (1) Professional, business, computer data processing, finance and governmental offices.
 - (2) Banks, savings-and-loan institutions, mortgage company offices, brokerage houses and other financial institutions.
 - (3) Restaurants. Restaurants and other eating and drinking establishments wherein food and drink are consumed within the principal building. Such uses shall not be interpreted to include and are hereby defined to exclude drive-in restaurants or refreshment stands, commonly called "fast-food" establishments, including but not limited to snack bars, dairy bars, hamburger stands or hot dog stands or similar uses where customers and patrons are served food, soft drinks or ice cream primarily for their immediate consumption outside the confines of the building or structure in which the business is conducted.

- (4) Laboratories and related offices engaged in research or product testing. Product fabrication or assembly may be conducted in conjunction with research or product testing only and shall not include the preparation of goods for sale on the premises. Any modifications to approved plans shall be subject to Department of Health and/or Fire Department reviews and approval.
- (5) Research laboratories or office space which is combined with a warehouse *and for* the distribution of products, provided that the office use or research laboratory counts for a minimum of so% of the total floor area. Any modifications to approved plans shall be subject to Department of Health and/or Fire Department review and approval.
- (6) Multistory garage structures
- (7) Warehouse distribution centers and storage facilities, which may include the assembling or other handling and processing of materials and products.

C. Conditionally permitted uses.

- (1) Indoor places of recreation, including theaters, bowling alleys, auditoriums and buildings to serve as meeting halls or club rooms for nonprofit veterans' or fraternal associations fully and legally chartered or organized under the law of the State of New Jersey or of the United States of America.
- (2) Public utilities and public services, including but not limited to railway or bus stations, telegraph offices, express offices and post offices.

D. Permitted accessory uses.

- (1) Accessory uses and structures customarily incidental to the principal permitted use.
- (2) Signs.
- (3) Parking decks and garages to house motor vehicles and delivery trucks or other commercial vehicles when accessory to a permitted use.

E. Prohibited uses.

- (1) Structures exceeding seven stories or 90 feet in height.
- (2) Automotive uses.
- (3) Car wash establishments.
- (4) Mixed uses, where there is more than one use on the premises.

- (5) Residential uses.
- (6) Fabricating, assembling or manufacturing.
- (7) Pool rooms, billiard rooms or parlors as defined in Ordinance No. 723, adopted on May 21,1963,[2 and so-called "teenage" lounges, dance halls, establishments and/or clubs for minors, operated for commercial gain or profit.
[2]: Editor's Note: See Ch. 306, Poolrooms.
- (8) Fast-food establishments including but not limited to drive-in restaurants; snack bars, dairy bars, hamburger, hot dog, root beer or ice cream stands; and diners and lunch wagons.
- (9) Truck terminals.
- (10) Used or new car dealerships.

F. Area and yard requirements:

Lot	Permitted Uses
Minimum Area	40,000 square feet
Maximum coverage, building and pavement	75%
Maximum lot coverage by building	60%
Minimum lot coverage by building	-----
Width	200 feet
Depth	100 feet
Front Yard Setback	35 feet
Side yard abutting another zone	35 feet
Side Yard Width	
1 side yard	35 feet
2 side yards	35 feet
Rear yard	40 feet
Rear Yard abutting another zone	50 feet
Off-Street Parking	
	1 space for each 300 square feet of office space or part thereof, except as specified in §390-39.5H.
Minimum landscaped area	50 feet
Structure	
Height, principal structure	
Stories*	7

Feet 90 feet

Structure

Accessory Buildings

Height 60 feet

Notes:

*Parking levels used exclusively for the storage of motor vehicles shall not be counted as part of the number of stories permitted.

G. Area and yard requirements: conditionally permitted uses.

- (1) Theaters, auditoriums and places of assembly.
- (2) Public utilities and public services:
 - (a) Maximum lot coverage, building and pavement: 70%.
 - (b) Minimum landscaped area: 30%.
- (3) Off-street parking requirements for all conditionally permitted uses shall be provided on site.

H. Front yard parking in the O-7-MR Office Mid-Rise Zone shall be prohibited.

- (1) Offices.
 - (a) Business and governmental offices shall have one space for each 300 square feet of net office space.
 - (b) Medical or dental practitioner's office. Each office shall provide at least five spaces for each professional person occupying or using each office, plus an additional space for each employee, on site.
 - (c) Other professional offices shall have one space for each 250 square feet of net office space or part thereof.
- (2) Private clubs shall have at least one space for 100 square feet of gross floor space or one space for each three seats, whichever is greater.
- (3) Publicly owned or operated buildings and uses, such as a library, museum or post office, shall have at least one space for each 100 square feet of gross floor space.
- (4) Restaurants, taverns and inns shall have one space for each three seats, plus one space for each two employees.

- (5) Theaters, auditoriums and other similar places of public assembly including houses of worship shall have at least one space for each three seats or similar accommodation provided.
- (6) For uses not listed above, required parking spaces shall be according to the category which most nearly approximates each particular use as determined by the Planning Board.
- (7) The parking requirements for professional or other office uses shall be met within 200 feet of the site. The Planning Board shall review all off-street parking plans as provided in the Site Plan Review Ordinance[3] but in no case shall off-street parking be provided off site without Planning Board approval, nor shall parking standards be less than those specified in the off-street parking requirements of the Borough of Ridgefield.

[3]: Editors Note: See Part 4 Site Plan Review, of this chapter.

- I. Off-street loading requirements. For any building erected hereafter in the 0-7-MR Office Mid-Rise Zone, off-street loading space shall be provided in such amount and manner that all loading and unloading operations will be conducted entirely within the boundaries of the lot concerned, and no vehicle or conveyance shall in any manner use public streets, sidewalks or rights-of-way for loading or unloading operations, other than for ingress and egress to the lot. Every office structure in excess of 20,000 square feet of gross floor area shall provide, at the side or rear of the structure, a minimum of one off-street loading space, fifteen by thirty (15 x 30) feet, subject to Planning Board approval. There shall be no loading or unloading from the street in the 0-7-MR Office Mid-Rise Zone District.
- J. Screening of parking and loading areas. In the 0-7-MR Office Mid-Rise Zone, all parking areas and loading and unloading areas in conjunction with an office or business use shall be screened from adjacent residential districts and parks by a hedge, fence or wall at least six feet in height or other protective device as approved by the Planning Board.
- K. Signs.
 - (1) All signs in the 0-7-MR Office Mid-Rise Zone District shall be in full compliance with the requirements of § 390-18; however, the sign requirements shall be read together and these requirements shall be construed in the most restrictive manner.
 - (2) Billboards or off-site advertising signs shall be prohibited in the 0-7-MR Office Mid-Rise Zone. For purposes of this section, a "billboard" shall be defined as a commercial advertising sign or structure which advertises a business, product or service not on or offered on the premises on which the subject sign is located.
 - (3) No site plan shall be approved where a preexisting billboard is to remain after redevelopment.

- (4) The §390-18E(7) shall apply to facade signs of each building in the O-7 Zone, including those above two stories in height, provided that no such facade sign shall exceed 36 feet in height measured from the finished floor elevation of the applicable building.
- L. Landscaped open space area. In order to provide for much needed pervious areas for drainage purposes in the 0-7-MR Office Mid-Rise Zone District, a minimum of 20% of total lot areas shall be maintained in lawns, gardens or buffer strips, subject to site plan approval.
- M. Planted buffer strip. Where a lot in an 0-7-MR Office Mid-Rise Zone District abuts a lot in any residential district, there shall be provided along such lot lines on such business lot a planted buffer strip at least equal to the width or depth of that required in the residential district, but in no case shall such yard be smaller than that required for the district in which such lot is located, and in said yard a strip of 20 feet abutting the residential district shall not be utilized for roadway or parking and shall be landscaped and planted so as to create an effective evergreen and visual screen.
- N. Sight rights.
- (1) Visibility at intersections. On a corner lot in any 0-7-MR Office Mid-Rise Zone District, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of two and one-half (2 1/2) feet and 10 feet above the center-line grades of the intersecting streets in the area bounded by the street lines of such corner lots and a line joining points along said line 30 feet from the point of intersection, nor shall a principal structure be located less than 20 feet from the side street line. All sight rights, where applicable, shall be subject to County of Bergen and/or Department of Transportation approvals.
- O. Site plan approval. Site development plan approval in accordance with Part 4, Site Plan Review, of this chapter shall be required prior to the issuance of building permits for the erection of all permitted and conditionally permitted uses and structures. Such approval shall also be required prior to the issuance of a certificate of occupancy for a change of use of a permitted or conditionally permitted use.

SECTION II. SEVERABILITY.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

SECTION III. REPEALER.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

SECTION IV. This Ordinance shall take effect immediately upon passage and publication according to law.

SECTION V. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2015

Presented by Councilman Castelli

RESOLUTION NO. 164-2015

WHEREAS, the Borough of Ridgefield wishes to provide its annual July 4th fireworks display on July 3, 2015; and

WHEREAS, the Borough has received a proposal from Serpico Pyrotechnics, LLC of 133 Orchid Court, Toms River, New Jersey; and

WHEREAS, the Borough Attorney has reviewed and approved the form of contract; and

WHEREAS, the amount of the contract is well below the bid threshold; and

WHEREAS, the Borough wishes to award said contract in the form as annexed hereto;
and

WHEREAS, this contract is not awarded pursuant to the fair and open process;

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

1. The Borough engages Serpico Pyrotechnics, LLC to perform the Borough's July 4th fireworks display to be held on July 3, 2015.
2. The contract is below the bid threshold and accordingly is not awarded through a bidding process.
3. Inasmuch as this contract is not awarded pursuant to a fair and open process, the contractor shall submit appropriate proof of his compliance with the provisions of N.J.S.A. 19:44(a)-20 et. seq.
4. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached form of contract subject to certification of the availability of funds, and compliance by the vendor with all applicable pay to play legislation.

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

DISPLAY CONTRACT

The Borough of Ridgefield, hereinafter referred to as the “sponsor”, hereby agrees to purchase a fireworks display from Serpico Pyrotechnics, LLC/Starfire Corporation, Joint Venture hereinafter referred to as the “company” on the terms and conditions set forth hereinafter.

1. Purchase Price. The sponsor will pay to the company (all checks made payable to Serpico Pyrotechnics, LLC) the sum of Twelve Thousand, Seven Hundred, and Twenty Dollars (\$12,720.00) for the display, said sum to be paid as follows:

a. The purchase price shall be paid to the company within 30 days after the display date which is hereinafter set forth.

b. In the purchase price is not paid within 30 days after the display date, all sums owed to the sponsor for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collection of any amount due hereunder incurred by the company, including reasonable attorney’s fees and court costs. The aforementioned interest charge and collection costs including attorney’s fees shall apply to any sum due pursuant to the terms of this contract if not paid within 30 days of its due date.

2. Display Date. The date of the display will be July 3, 2015. The rain date will be mutually agreed to by the parties to a date in 2015.

3. Display Site. The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA code sections and the applicable provisions of the New Jersey State Statutes and Department of Community Affairs Regulations. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.

4. Site Security. The sponsor shall provide police and/or crowd security personnel, proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor’s responsibility). The sponsor will be responsible for the cleanup of any fallout debris from the display; however company personnel will dispose the boxes brought to the site by the company.

In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display.

Immediately following the display company personnel will search the display area for any unexploded fireworks and safely dispose of any that are found. A company representative will inspect the site the morning after the display if required by the Borough Fire Inspector and safely dispose of any unexploded fireworks discovered during the inspection in accordance with NFPA code requirements. The company will, if requested by the authority having jurisdiction over the display provide a post-display inspection report within 48 hours after the display. The post-display inspection report will contain the time of the search; the results thereof; any product malfunctions and any injuries.

5. Permits. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display

6. Postponement or Cancellation of the Display. In the event of inclement weather or excessive winds on the date of the display, the parties hereto shall confer and if they agree that the weather or wind conditions require the show to be postponed, the show will be postponed to a mutually agreeable date in 2015. In the event the show cannot be fired on the postponed date or another mutually agreeable date in 2015, the sponsor will pay to the company a sum equal to 50% of the total show price.

In the event the show is postponed on the day of the show there will be a postponement fee charged to the sponsor in an amount equal to the costs incurred by the company for transportation, insurance and labor, which sum will not exceed 10% of the total contract price for the show. Said fee shall be paid within 30 days of the date the show is postponed.

7. Insurance. The company shall have liability insurance in the amount of \$1,000,000.00/\$9,000,000.00 umbrella policy; workers compensation insurance and vehicle insurance. Proof of the foregoing insurances shall be provided to the sponsor when this contract is executed by both parties.

8. Personnel. The company shall provide sufficient trained personnel to set up, fire and break down the display in a workmanlike manner.

9. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion. The company shall not be responsible for events beyond its control, including the weather. In the event the display is damaged or destroyed by rain or wind or weather related conditions, the risk of loss shall remain with the sponsor.

In the event the display is set up and it is postponed to the next day due to weather or wind conditions, the display will not be broken down. Additionally, the sponsor shall provide security for the site until the company crew arrives the next day to fire the show.

The authorized representatives of the parties hereby agree to the aforementioned terms and conditions of this contract on the date and year set forth below.

Serpico Pyrotechnics, LLC./
Starfire Corporation

Borough of Ridgefield

Date

Jack A. Serpico

Date

**ADDENDUM TO CONTRACT AND AGREEMENT
FOR THE DISPLAY OF FIREWORKS BY AND BETWEEN
SERPICO PYROTECHNICS, LLC
AND THE BOROUGH OF RIDGEFIELD**

This is an addendum to the contract and agreement by and between Serpico Pyrotechnics, LLC/Starfire Corporation, having an office at 133 Orchid Court, Toms River, New Jersey (hereinafter "Contractor") and the Borough of Ridgefield (hereinafter "Borough").

1. Effect of Addendum: This addendum is intended to modify the main body of a certain contract by and between Contractor and Borough for a fireworks display to be held on July 3, 2015. Should there be a differences or discrepancies between the terms and conditions of this addendum, and the terms and conditions of the main body of the contract, the terms and conditions of this addendum shall prevail.

2. Insurance Requirements: The Contractor, prior to commencing work, shall provide at its own expense, insurance coverage that, at a minimum, is of the type and with the limits of liability as set forth below:

The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the Borough together with evidence of such insurance as stated below. Ten (10) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the Borough, by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days written notice to the certificate holder named to the left."

All notices shall name the Contractor and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the Borough as additional

insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an "occurrence" basis. The Borough may waive or modify any requirement stated herein if the Borough, in its sole judgment and discretion, deems it would be in its best interest to do so.

All work done under the terms of this contract shall conform to the requirements of any applicable local, state or federal codes, laws or agencies. The contractor's attention is directed to the Occupational Safety and Health Act (OSHA). All work shall conform to the requirements of current OSHA standards. If there is a conflict between the method of work specified and the applicable OSHA standard, the OSHA regulation shall prevail. Anything not specifically mentioned in these specifications, but usual in work of this character, must be done by the contractor as if it were written herein. All safety violations shall be corrected immediately upon receipt of notice of violation.

Successful Contractor shall have the appropriate federal license and shall conform to all safety requirements as outline in local, state and federal laws. All personnel shall at all times wear approved protective clothing, safety vests and any other equipment required to meet current OSHA standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation.

A. Workers' Compensation

The Contractor (Starfire Corporation is covered by worker's compensation insurance because Starfire Corporation pays the workers) shall obtain Standard Workers' Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."

B. General Liability

The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000.00) combined single limit of liability per occurrence and a three million dollar (\$3,000,000.00) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-03-97 Amendment - Aggregate Limits of Insurance (per project).

C. Automobile Liability

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos.

D. Umbrella / Excess Liability

Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000.00 combined single limits per occurrence.

E. Policy Changes

If at any time, any of the foregoing policies shall be or become unsatisfactory to the Borough, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Borough, the Contractor shall, upon notice to that effect from the Borough, within ten (10) days obtain a new policy, submit the same to the Borough for approval and submit a Certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Borough, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor of any liability under the Agreement. All policies required above shall contain a ten (10) day notice of cancellation and/or non-renewal and shall require the insured to notify the Borough of its intent to either cancel or not to renew immediately.

F. Insurance Companies

The Contractor shall use an Insurance Company(ies) that has (have) an A.M. Best Rating of at least "A"X.

The Borough, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than "A"X. All such requests must be forwarded to the Borough for its review

and approval. The Contractor shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

G. Hold Harmless Provision

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless the Borough, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the Borough that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified in Paragraph B above.

As an express term of this contract, Contractor shall provide to the Borough appropriate certificates reasonably satisfactory to the Borough evidencing the insurance coverage set forth above. Failure to deliver the certificates shall be deemed a breach of the contract.

3. Display to be Done in Workman-like Manner: Contractor shall perform its work under this agreement in a professional and workman-like manner. The show details shall be as per the attached Schedule A prepared by the Contractor.

4. Necessary Licenses and Permits: Contractor hereby indicates that it possesses all necessary licenses and permits in order to allow it to perform the fireworks exhibition provided in the contract. Failure to have such licenses at the time of the display will constitute a default of this contract. The Borough will apply for and obtain necessary fire permits.

5. Prevailing Law: This contract shall be construed and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth below.

Date:	Attest:	BOROUGH OF RIDGEFIELD
_____	_____	By:_____
	Linda Silvestri Borough Clerk	Mayor Anthony Suarez

Date:	Attest:	SERPICO PYROTECHNICS, LLC/STARFIRE CORP.
_____	_____	By:_____
		Jack A. Serpico, Authorized Company Representative

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2015

Presented by Councilman Castelli

RESOLUTION NO. 165-2015

WHEREAS, the Borough of Ridgefield previously advertised for bids for FY' 2013 & 2014 CDBG Road Program Improvements; and

WHEREAS, sealed bids were received and opened on May 12, 2015; and

WHEREAS, 4 Clean-Up, Inc., 4501 Dell Avenue, North Bergen, New Jersey, is the low bidder with a bid of \$151,100.10; and

WHEREAS, based on the recommendations of the Special Projects Engineer and the Borough Attorney and the Borough's decision to award the base bid on the quantities for items #1-31 inclusive, the award of the contract to the low bidder 4 Clean-Up, Inc. in the amount of \$151,100.10 is approved;

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

1. The bid for the FY' 2013 & 2014 CDBG Road Program Improvements be and hereby is awarded to the low bidder 4 Clean-Up, Inc. in the amount of \$151,100.10.
2. The Mayor and Borough Clerk be and hereby are authorized and directed to execute on behalf of the Borough a contract consistent with this award.
3. This award is subject to certification of the availability of funds.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

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

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 May 26, 2015

Presented by Councilman Penabad

RESOLUTION NO. 166-2015

BE IT RESOLVED, that warrants totaling **\$1,286,027.30**
be drawn on the following accounts:

CURRENT	\$1,225,559.93
TRUST	\$19,419.50
CAPITAL	\$38,216.54
POOL	\$2,831.33
TOTAL	\$1,286,027.30

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