

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: September 7, 2016

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 May 4, 2016 Public Session, May 18, 2016 Work Session, May 18, 2016 Public Session, June 1, 2016 Public Session, and June 15, 2016 Public Session Meetings

As advertised, hearing will be held on Ordinance No. 2308 entitled, “AN ORDINANCE OF THE BOROUGH OF RIDGEFIELD BANNING THE SALE OF DOGS AND CATS FROM PUPPY MILLS”

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

ROLL CALL-PUBLIC SESSION

Table with 5 columns: Name, Adj. to Ex. Pres., Adj. to Ex. Abs., Public Pres., Public Abs. and rows for Mayor Suarez, Castelli, Acosta, Penabad, Shim, Todd, Vincentz.

ROLL CALL-EXEC. SESSION

Table with 3 columns: Name, PRESENT, ABSENT and rows for Mayor Suarez, Castelli, Acosta, Penabad, Shim, Todd, Vincentz.

As advertised, hearing will be held on Ordinance No. 2309 entitled, "AN ORDINANCE AMENDING ARTICLE XX OF CHAPTER 375, PERMIT PARKING"

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. 2310 entitled, AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF RIDGEFIELD BY (1) ADDING A NEW CHAPTER TO THE CODE TO BE ENTITLED "SHORT TERM RENTAL PROPERTY PROHIBITION" AND (2) AMENDING ARTICLE VII OF CHAPTER 390 ENTITLED "SUPPLEMENTARY REGULATIONS" BY ADDING A NEW SECTION TO SAID ARTICLE"

First Reading of Ordinance

Roll Call

As advertised, hearing will be held on the Borough of Ridgefield 2016 Bergen County Open Space, Recreation, Farmland & Historic Preservation Trust Fund grant application for the project known as Improvements to Ridgefield Nature Center.

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

233-2016	Councilman Castelli	Enabling Resolution-2016 Open Space, Recreation, Farmland & Historic Preservation Trust Fund Grant Application
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CONSENT AGENDA:

234-2016	Councilman Acosta	Hire DPW Seasonal Employee
235-2016	Councilman Penabad	Overpayment of Taxes-750 Kingsland Avenue
236-2016	Councilman Penabad	Stipulation of Settlement-Block 4014, Lot 10
237-2016	Councilman Penabad	Stipulation of Settlement-Block 4014, Lots 12, 15 and 12.01
238-2016	Councilman Penabad	Stipulation of Settlement-Block 2602, Lot 16
239-2016	Councilman Penabad	Stipulation of Settlement-Block 4014, Lot 11
240-2016	Councilman Penabad	Stipulation of Settlement-Block 2203, Lot 18
241-2016	Councilman Penabad	Audit Recommendation
242-2016	Councilman Penabad	Cancel Improvement Authorizations of the General Capital Fund
243-2016	Councilman Penabad	Chapter 159
244-2016	Councilman Acosta	Hire Crossing Guards 2016/2017 School Year
245-2016	Councilman Acosta	LexisNexis Agreement
246-2016	Mayor Suarez	Appointment of Municipal Court Magistrate
247-2016	Councilman Acosta	Appoint Special Police Officers

COUNCIL VOTE

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

RESOLUTIONS:

248-2016 Councilman Penabad Warrants

COMMENTS BY MAYOR:

N.J. State Firemen's Association Membership:

James Tarantino
 368 Chestnut Street
 Company 1

Christopher Maitin
1401 81st Street
North Bergen, NJ
Company 1

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 September 7, 2016

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 September 7, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2308

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 BANNING THE SALE OF DOGS AND CATS FROM PUPPY MILLS”

introduced on the 6th day of July 2016, 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 July 6, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2308

“AN ORDINANCE OF THE BOROUGH OF RIDGEFIELD BANNING THE SALE
OF DOGS AND CATS FROM PUPPY MILLS”

WHEREAS, a significant number of puppies and kittens sold at pet shops come from large- scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten facilities lead to health and behavioral issues in the animals bred in those facilities which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues may not be present themselves until some time after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current Federal and State regulations do not adequately address the sale of puppy and kitten mill dogs and cats in pet shops; and

WHEREAS, restricting the retail sale of puppies and kittens to only those that are sourced from shelters or rescue organizations is likely to decrease the demand for puppies and kittens bred in puppy and kitten mills, and is likely to increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, according the New Jersey Department of Health 2014 Animal Intake and Disposition Survey, due in large part to pet overpopulation, more than 20,000 dogs and cats are euthanized in New Jersey animal shelters annually. Restricting the retail sale of puppies and kittens to only those that are sourced from animal shelters and rescue organizations will likely reduce pet overpopulation and thus the burden on such agencies and financial costs on local taxpayers; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies

and not on the sale of dogs and cats. Many of these shops collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her own choice directly from a breed- specific rescue organization or a shelter, or from a hobby breeder where the consumer can see directly the conditions in which the dogs or cats are bred, or can confer directly with the hobby breeder concerning those conditions; and

WHEREAS, the Mayor and Council believes it is in the best interests of the Borough to adopt reasonable regulations to reduce costs to the Borough who may, purchase cats or dogs from a pet shop or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the Municipality.

Section 1. Definitions

Animal care facility means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

Animal rescue organization means any not-for-profit organization which has tax-exempt status under Section 501 (c) (3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes.

Cat means a member in the species of domestic cat, *Felis catus*

Dog means a member of the species of domestic dog, *Canis familiaris*.

Offer for sale means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away or otherwise dispose of a dog or cat.

Pet shop means a retail establishment where dogs and cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such designation shall not include an animal care facility or animal rescue organization as defined herein.

Section 2. Restrictions on the Sale of Animals

(1) A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from or displays in cooperation with:

- (a) An animal care facility or
- (b) An animal rescue organization.

(2) A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

Section 3. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 4. Effective Date.

This ordinance shall become effective 90 days after passage.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 7, 2016

Presented by Councilman Castelli

ORDINANCE NO. 2309

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

“AN ORDINANCE AMENDING ARTICLE XX OF CHAPTER 375, PERMIT PARKING”

introduced on the 6th day of July 2016, 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 July 6, 2016

Presented by Councilman Castelli

ORDINANCE NO. 2309

“AN ORDINANCE AMENDING ARTICLE XX OF CHAPTER 375, PERMIT PARKING”

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

Section I:

Section 375-61, Subpart (d)(2), be and hereby is amended by adding to the existing language, a new subpart (d) to read as follows:

(d) In lieu of the above required documents, the Borough Clerk may, in the Clerk’s reasonable discretion, accept such other form of documentary proof that the Clerk determines provides reasonable proof of the residency of the owner of the vehicle.

Section II. Repealer.

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

Section III. 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 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 September 7, 2016

Presented by Councilman Castelli

ORDINANCE NO. 2310

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

“AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF RIDGEFIELD BY (1) ADDING A NEW CHAPTER TO THE CODE TO BE ENTITLED “SHORT TERM RENTAL PROPERTY PROHIBITION” AND (2) AMENDING ARTICLE VII OF CHAPTER 390 ENTITLED “SUPPLEMENTARY REGULATIONS” BY ADDING A NEW SECTION TO SAID ARTICLE”

introduced on the 7th day of September, 2016, 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 21st day of September, 2016 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum 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 September 7, 2016

Presented by Councilman Castelli

ORDINANCE NO. 2310

“AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF RIDGEFIELD BY
(1) ADDING A NEW CHAPTER TO THE CODE TO BE ENTITLED “SHORT TERM
RENTAL PROPERTY PROHIBITION” AND (2) AMENDING ARTICLE VII OF CHAPTER
390 ENTITLED “SUPPLEMENTARY REGULATIONS” BY ADDING A NEW SECTION TO
SAID ARTICLE”

WHEREAS, the New Jersey Legislature has, pursuant to N.J.S.A. 40:52-1(d) and (n), specifically authorized the governing bodies of municipalities, including the Borough of Ridgefield (“Borough”), to regulate “furnished and unfurnished rented housing or living units and all other places and buildings used for sleeping and lodging purposes, and the occupancy thereof” and the “rental of real property for a term of less than one hundred seventy-five (175) consecutive days for residential purposes by a person having a permanent place of residence elsewhere”; and

WHEREAS, the Borough has the power, pursuant to the Municipal Land Use Act, to appropriately regulate the uses of land and buildings; and

WHEREAS, the Borough also has the authority to exercise general police powers including the authority to enact and enforce ordinances, regulations and rules that it deems necessary and proper for the maintenance of good government, order and protection of persons and property, and for the preservation of public health, safety and welfare of the municipality and its inhabitants; and

WHEREAS, in recent years, there has been a proliferation of the practice of offering Dwelling Units for short term rentals of thirty (30) days or less, encouraged and made easier by the use of the internet and other media advertising; and

WHEREAS, the Mayor and Council concludes that Short Term Rentals (the rental of residential dwelling units for periods of less than thirty (30) days) frequently results in public nuisances, noise complaints, sanitation issues, overcrowding and illegal parking within residential neighborhoods, and essentially converts residential dwelling units into illegal de-facto hotels, motels, boarding houses and other similar commercial enterprises, in violation of the Borough’s zoning codes and other codes as well as state statutes; and

WHEREAS, the Borough wishes to deter the phenomenon of property owners renting their residential Dwelling Unit(s) on various websites, as well as the listing of Short Term Rental(s) by website businesses, of any Dwelling Unit(s), that constitute an illegal business operating in violation of the Borough’s Zoning Code and other public nuisance ordinances; and

WHEREAS, the Borough additionally seeks to prevent overcrowding, which the Mayor and Council finds is a natural byproduct of Short Term Rentals as property owners have a tendency to seek to reduce per-occupant costs and therefore unlawfully seek occupancy above limits provided by law and at intensities that are unhealthy; and

WHEREAS, the Mayor and Council finds that Short Term Rentals allow property owners and their agents to operate what in effect are commercial motels and boarding-house type enterprises which result in overcrowded conditions and other public nuisances in order to maximize profits; and

WHEREAS, the problems frequently associated with such Short Term Rental(s) include overcrowding, excessive noise, unruly behavior, obscene language, fighting, littering, parking of vehicles on lawns, public urination, sanitation issues, poor maintenance of the property and grounds, and violation of trash collection ordinances.

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

SECTION I.

The Code of the Borough of Ridgefield be and hereby is amended by adding a new Chapter, to be entitled “Short Term Rental Property Prohibition”, and read as follows:

Section ___-1 Findings.

A. The Mayor and Council hereby finds and adopts, as if set forth more fully herein, the fact assertions of the “Whereas” clauses of this Ordinance, as its findings of fact.

Section ___-2 Short Term Rental Property Prohibited Uses.

A. Notwithstanding anything to the contrary contained in the Borough Code, it shall be unlawful for an Owner, lessor, sub-lessor, any other person(s) or entity(ies) with possessory or use right(s) in a Dwelling Unit, their principals, partners or shareholders, or their agents, employees, representatives and other person(s) or entity(ies), acting alone or in concert or a combination thereof, to receive or obtain actual or anticipated consideration for soliciting, advertising, offering, and/or permitting, allowing, or failing to discontinue the use or occupancy of any Dwelling Unit, as defined herein, for a rental period of thirty (30) days or less.

B. Nothing in this Ordinance will prevent operation of an otherwise lawful occupancy of a Dwelling Unit for a rental period of more than thirty (30) days.

Section___-3 Definitions.

ADVERTISE or ADVERTISING

Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade or manipulate viewers, readers or listeners into contracting for goods and/or services in violation of this Ordinance, as same may be viewed through various media including but not limited to, newspapers, magazines, flyers, handbills, pamphlets, commercials, radio, direct mail, internet websites, or text or other electronic messages for the purpose of establishing occupancies or uses of rental property, for consideration, which are prohibited by this Ordinance.

CONSIDERATION

Soliciting, charging, demanding, receiving or accepting any legally recognized form of consideration including a promise or benefit, a quid-pro-quo, cash rent, fees, other form of payment, remuneration or thing of value.

DWELLING UNIT

Any structure, or portion thereof, whether furnished or unfurnished, which is occupied in whole or in part, or intended, arranged or designed to be occupied, for sleeping, dwelling, cooking, gathering and/or entertaining, as a residential occupancy, by one or more persons. This definition includes an apartment, condominium, building, co-operative, converted space, or portions thereof, that is offered to use, made available for use, or is used for accommodations, lodging, cooking, sleeping, gathering and/or entertaining of occupants and/or guest(s), for consideration, for a period of thirty (30) days or less.

HOUSEKEEPING UNIT

Constitutes a family-type unit, involving one or more persons, living together that exhibit the kind of stability, permanency and functional lifestyle equivalent to that of a traditional family unit, as further described in the applicable reported and unreported decisions of the New Jersey Superior Court.

OCCUPANT

Any individual using, inhabiting, living, gathering, entertaining, being entertained as a guest, or sleeping in a Dwelling Unit, or portion thereof, or having other permission or possessor right(s) within a Dwelling Unit.

OWNER

Any person(s) or entity(ies), association, limited liability company, corporation, or partnership, or any combination, who legally use, possess, own, lease, sub-lease or license (including an operator, principal, shareholder, director, agent, or employee, individual or collectively) that has charge, care, control, or participates in the expenses and/or profit of a Dwelling Unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

PERSON

An individual, firm, corporation, association, partnership, limited liability company, association, entity, and any person(s) and/or entity(ies) acting in concert or any combination therewith.

RESIDENTIAL OCCUPANCY

The use of a Dwelling Unit by an Occupant(s).

Section ___-4 Permitted Uses.

A. The residential occupancy of an otherwise lawfully occupied Dwelling Unit for a period of thirty (30) days or less by any person who is a member of the Housekeeping Unit of the Owner, without consideration, such as house guests, is permitted.

B. The residential occupancy of an otherwise lawfully occupied Dwelling Unit for a period of thirty (30) days or less where the Dwelling Unit has received zoning approval as a hotel, motel or boarding house, and the Dwelling Unit is otherwise licensed and/or permitted as required by applicable laws and regulations.

Section ___-5 Advertising Prohibited.

A. It shall be unlawful to advertise, solicit or promote by any means actions in violation of this Ordinance.

Section ___-6 Enforcement; Violations and Penalties.

A. The provisions of this Ordinance shall be enforced by the Building Code Official, Fire Official, Health Department, other Sub-Code or Code Official, as their jurisdiction may arise, including legal counsel for the Borough or other persons designated by the Borough Council, to issue municipal civil infractions directing alleged violators of this Ordinance and/or to appear in court or file civil complaints.

B. A violation of this Ordinance is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety and welfare.

C. Any person found to have violated any provision of this Ordinance, without regard to intent or knowledge, shall be liable for the maximum civil penalty, upon adjudicated violation or admission, of a fine not exceeding \$1,250. Each day of such violations shall be a new and separate violation of this ordinance.

D. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings and/or injunction, reasonable attorney's fees or other fees and costs, in the Borough's Municipal Court or the Superior Court of New Jersey in the vicinage of Bergen County, or in such other Court or tribunal of competent jurisdiction, by either summary disposition or by zoning or construction code municipal proceeding.

Section II.

Article VII of Chapter 390 of the Code of the Borough of Ridgefield, entitled “Supplementary Regulations” be, and hereby is, amended by adding to the existing Sections of said Article a new Section to be numbered by the Borough’s Code Publisher as follows:

Section 390-_____. Short Term Rentals Prohibited.

Notwithstanding any other contrary provisions as contained in this Ordinance, the renting or leasing of a Dwelling Unit for residential occupancy for a period of thirty (30) days or less is not a permitted use by or within the Borough of Ridgefield as more specifically provided in Ordinance No. _____-2016, as appears in the Ridgefield Code, the terms and provisions of which are incorporated into this provision of the Zoning Ordinance.

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

Section VI: 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 September 7, 2016

Presented by Councilman Castelli

RESOLUTION NO. 233-2016

WHEREAS, The Bergen County Open Space, Recreation, Farmland & Historic Preservation Trust Fund (“County Trust Fund”), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of municipal recreation facilities; and

WHEREAS, the Borough of Ridgefield desires to further the public interest by obtaining a matching grant of \$22,000.00 from the County Trust Fund to fund the following project: Improvements to Ridgefield Nature Center; and

WHEREAS, the governing body has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions and desires to make application for such a matching grant and provide application information and furnish such documents as may be required; and

WHEREAS, as part of the application process, the governing board held a public meeting on September 7, 2016 to receive comments prior to the submission of said application; and

WHEREAS, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above named projects; and

NOW, THEREFORE, BE IT RESOLVED by the Ridgefield Mayor and Council:

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of October 13, 2016, as established by the County; and
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, The Ridgefield Mayor and Council has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and
3. That the Ridgefield Mayor and Council is committed to providing a dollar for dollar cash match for the project; and

4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. That the Ridgefield Mayor and Council agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project; and
6. That this resolution shall take effect 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 September 7, 2016

Presented by Councilman Acosta

RESOLUTION NO. 234-2016

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

CARL BONAGUARO

be hired as a Seasonal Employee for the Department of Public Works/Sanitation at the hourly rate of \$11.00 effective August 8, 2016.

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 235-2016

WHEREAS, an overpayment of taxes was received in the Borough of Ridgefield for the second quarter 2016 for Block 112 Lot 12, also known as 750 Kingsland Avenue;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a refund in the amount of \$1,781.55 for the second quarter 2016 be issued to Angelina Cozzitorto.

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and she is hereby authorized to issue a check in the total amount of \$1,781.55 made payable to Angelina Cozzitorto and be mailed to 750 Kingsland Avenue, Ridgefield, New Jersey 07657.

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 236-2016

WHEREAS, Bruce J. Stavitsky, Esq., representing Ridgefield Holding Corp. filed a tax appeal challenging assessments at 65 Railroad Ave., Block 4014, Lot 10 for tax years 2013-2015; and

WHEREAS, the original assessment in issue for the tax year under appeal was:

LAND:	\$ 6,850,000
IMPROVEMENTS:	\$10,857,700
TOTAL:	\$17,707,700

WHEREAS, the parties having exchanged discovery and appraisal reports have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2015, the assessment shall be adjusted to:

LAND	\$ 6,850,000
IMPROVEMENTS:	\$10,450,000
TOTAL:	\$17,300,000
2. For 2015, the assessment shall be adjusted to:

LAND	\$ 6,850,000
IMPROVEMENTS:	\$10,150,000
TOTAL:	\$17,000,000
3. The Freeze Act (N.J.S.A. 54:51A-8) shall apply to tax year 2017 based on the judgement to be entered for 2016 (Base Year).
4. In consideration for the foregoing reductions, the taxpayer agrees to withdraw its appeals for tax years 2013 and 2014.
5. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.

6. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
7. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 237-2016

WHEREAS, Brian A. Fowler, Esq., representing DCT 101 RRNJLLC. filed a tax appeal challenging assessments at 101 Railroad Avenue, Block 4014, Lots 12, 15 & 12.01 for tax years 2014-2016; and

WHEREAS, the original assessment in issue for each of the tax years under appeal was:

For 2014 & 2015, Lot 12, the original assessment was

LAND:	\$ 4,718,500
IMPROVEMENTS:	\$12,682,000
TOTAL:	\$17,400,500

For 2014 & 2015, Lot 15, the original assessment was

LAND	\$ 436,800
IMPROVEMENTS:	\$ 0.00
TOTAL:	\$ 436,800

For 2016, Lots 12 & 15 were consolidated and re-designated as Lot 12.01. The original assessment of Lot 12.01 was:

LAND:	\$ 5,533,700
IMPROVEMENTS:	\$12,682,000
TOTAL:	\$18,215,700

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeals on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2014 & 2015, Lot 12, the assessment shall be adjusted to:
LAND \$ 4,718,500
IMPROVEMENTS: \$12,334,700
TOTAL: \$17,063,200

2. For 2014 & 2015, Lot 15, the original assessment shall be affirmed as follows:
LAND \$ 436,800
IMPROVEMENTS: \$ 0.00
TOTAL: \$ 436,800

3. For 2016, Lot 12.01, the assessment shall be adjusted to:
LAND \$ 5,533,700
IMPROVEMENTS: \$11,966,300
TOTAL: \$17,500,000

4. For 2017, Lot 12.01, the assessment shall be adjusted to:
LAND \$ 5,533,700
IMPROVEMENTS: \$11,466,300
TOTAL: \$17,000,000

5. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.

6. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.

7. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund due and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 238-2016

WHEREAS, Michael A. Vespasiano, Esq., representing Rafael H. Carbonell, filed a tax appeal challenging assessments at 661 Day Ave., Block 2602, Lot 16 for tax years 2014-2015; and

WHEREAS, the original assessment in issue for each of the tax years under appeal was:

LAND:	\$201,600
IMPROVEMENTS:	\$199,200
TOTAL:	\$400,800

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeals on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2014, the assessment shall be adjusted to:

LAND	\$ 201,600
IMPROVEMENTS:	\$ 186,400
TOTAL:	\$ 388,000
2. For 2015, the assessment shall be adjusted to:

LAND	\$ 201,600
IMPROVEMENTS:	\$ 186,400
TOTAL:	\$ 388,000
3. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
4. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.

5. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 239-2016

WHEREAS, Bruce J. Stavitsky, Esq., representing Genzyme Biosurgery filed a tax appeal challenging assessments at 1125 Pleasantview Terrace, Block 4014, Lot 11 for tax years 2015; and

WHEREAS, the original assessment in issue for the tax year under appeal was:

LAND:	\$ 3,070,000
IMPROVEMENTS:	\$19,866,400
TOTAL:	\$22,936,400

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2015, the assessment shall be adjusted to:

LAND	\$ 3,070,000
IMPROVEMENTS:	\$18,430,000
TOTAL:	\$21,500,000
2. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
3. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
4. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 240-2016

WHEREAS, Daniel g. Keough, Esq., representing Dragomir & Koviljka Zivkovic filed a tax appeal challenging assessments at 610 Broad Avenue, Block 2203, Lot 18 for tax year 2014; and

WHEREAS, the original assessment in issue for the tax year under appeal was:

LAND:	\$ 382,300
IMPROVEMENTS:	\$ 317,700
TOTAL:	\$ 700,000

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeals on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2014, the assessment shall be adjusted to:

LAND	\$ 382,300
IMPROVEMENTS:	\$ 268,300
TOTAL:	\$ 650,600
3. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
4. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
5. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 241-2016

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the calendar year ending December 31, 2015 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments
Recommendations

and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments
Recommendations

as evidenced by the group affidavit form of the governing body, and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 – to wit:

R.S. 52:27BB-52-“A local officer or member of a local governing body who, after a date fixed for compliance fails or refuses to obey an order of the Director of Local Government Services, under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than One Thousand Dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.”

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Borough of Ridgefield hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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 September 7, 2016

GROUP AFFIDAVIT FORM
RESOLUTION NO. 241-2016

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

We, members of the governing body of the Borough of Ridgefield, County of Bergen, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Mayor and Council of the Borough of Ridgefield.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the calendar year 2015.
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS
RECOMMENDATIONS

Anthony R. Suarez (L.S.)

Russell Castelli (L.S.)

Javier Acosta (L.S.)

Ray Penabad (L.S.)

Dennis Shim (L.S.)

Angus Todd (L.S.)

Warren Vincentz (L.S.)

Sworn to and subscribed before me this
_____ day of _____, 2016

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 242-2016

BE IT RESOLVED, that the Mayor and the Council of the Borough of Ridgefield the following funded capital improvement authorization of the General Capital Fund be canceled to Capital Surplus:

<u>Ordinance</u>	<u>Improvement Description</u>	<u>Amount</u>
1888	Addition to Shaler Academy	\$ 70,117.00
1917/1927	Various Improvements	\$ 18,508.21
1944/2059	Improvements to Ridgefield Library	\$ 45,772.00
2005/2012	Various Public Improvements	\$ 18,378.67
2011	Design of ADA Compliance Requirements at Intersections Along Bergen County Roads	\$ 49,945.60
2275	Lloyd and Hillside Street Improvements	\$ 27,397.50
		\$230,118.98

BE IT FURTHER RESOLVED, that the Mayor and the Council of the Borough of Ridgefield the following unfunded capital improvement authorization of the General Capital Fund be canceled, thereby reducing the amount of debt authorized:

<u>Ordinance</u>	<u>Improvement Description</u>	<u>Amount</u>
1952	Various Road Improvements	\$ 43,709.00
2306	Replace Storm Sewer Line	\$ 17,237.77
		\$ 60,946.77

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 September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 243-2016

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an appropriation for an equal amount; and

WHEREAS, the Borough of Ridgefield will receive \$9,876.00 from the Municipal Alliance, and wishes to amend its 2016 Calendar Year Budget to include this amount as a item of revenue; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Mayor and Council hereby requests the Director of Government Services to approve the insertion of an item of revenue in the Calendar Year Budget of 2016 in the sum of \$27,370.00 which is now available as a revenue item from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:

Public and Private Revenue Off-set with Appropriations:

Green Communities Grant	\$ 3,000.00
Reforestation/Tree Planting	\$ 22,600.00
Federal Body Armor	\$ 1,770.00

BE IT FURTHER RESOLVED, that a like sum of \$27,370.00 be and the same is hereby appropriated under the caption:

General Appropriations

(a) Operations excluded from CAPS

Public and Private Revenues Off-set by Appropriations:

Green Communities Grant	\$ 3,000.00
Reforestation/Tree Planting	\$ 22,600.00
Federal Body Armor	\$ 1,770.00

BE IT FURTHER RESOLVED that the Chief Financial Officer forwards a copy of this resolution to the Director of Local Government Services.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 7, 2016

Presented by Councilman Acosta

RESOLUTION NO. 244-2016

BE IT RESOLVED by the Mayor and Council that

Makrit Berkarogullari
Domenica Blum
Camille Bonito
Reinaldo Bozan
Lawrence Bruno
Nat Buro
Antonio Capece
Maritza Cedeno

Antonio DeRobertis
Tom Gallagher
Silca C. Gaudiosi
Maryann Gentile
Dawn Giantonio
Barbara Humphrey
Carol Ann Kelm
Madeline Kulhan

Terry Lehr
Penelope Linskey
Benney Lio
Marie Novembre
Gary Sargent
Louis Tosoni
Filomena Treus
Bernadette M. Weir

be hired as School Crossing Guards for the 2016/2017 School Year.

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 September 7, 2016

Presented by Councilman Acosta

RESOLUTION NO. 245-2016

WHEREAS, LexisNexis is a private company providing services ranging from legal research to other services for industry and government; and

WHEREAS, LexisNexis has proposed that it be engaged by the Borough of Ridgefield to provide online access to the general public for police crash reports and other similar documents; and

WHEREAS, LexisNexis would charge a fee for these services, a portion of which would be shared with the Borough; and

WHEREAS, the reasonably anticipated value of the contract in this matter is below the bid threshold; and

WHEREAS, the Chief of Police has recommended that the Borough authorize these services; and

WHEREAS, the Borough Attorney has reviewed and negotiated a form of contract that is acceptable; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to enter into such an agreement in the form attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the attached forms of contract are approved, and the Mayor and the Borough Clerk be and are hereby authorized and directed to execute same.

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				

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“Agreement”) is dated _____ (“Effective Date”) by and between LexisNexis Claims Solutions Inc., on behalf of itself and its Affiliates with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“Provider”), and Borough of Ridgefield, with its principal place of operations at 604 Broad Avenue, Ridgefield, New Jersey 07657 (“Agency”). Provider and Agency may be referred to herein individually as a “Party” and collectively referred to as “Parties”. “Affiliate” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency may order, and Provider agrees to provide the various products and services contained herein (collectively referred to as the “Services”) as described in an applicable order to this Agreement (“Order”). Each Order shall contain additional terms and conditions of the product or service to be provided, including but not limited to, the financial terms and conditions to the particular Order. The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented incident a “Report”). Reports shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider’s written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency’s designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency’s Reports.
- 2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has

experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. RETENTION / DISTRIBUTION.

For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. Provider will distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with an applicable Order and all applicable laws and regulations.

4. SUPPORT AND MAINTENANCE.

- 4.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are make generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 4.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 4.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

5. FEES.

- 5.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the fee annually by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 5.2. Fees due to Agency. All Reports requested by Agency Requestors shall be provided free of charge. Provider will collect a fee as set forth in an applicable Order ("Agency Fee(s)") on behalf of Agency for Report requests by an Authorized Requestor. Provider will remit any Agency Fees to Agency using the process as herein defined. For clarity, if a fee is not

- charged to an Authorized Requestor for the Report, no Agency Fee shall be collected or paid to Agency. In connection with this Section, on a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will provide a monthly report to Agency identifying the number of Reports provided on its behalf.
- 5.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

6. TERMS AND TERMINATION.

- 6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.
- 6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2. Either Party may elect to terminate this Agreement or any Order without reason or cause by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained by Provider from state Departments of Motor Vehicles ("DMV Data") and that such DMV Data is governed by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues, and that Agency is required to comply with the DPPA, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in connection with any purpose for which a consumer report may be used under the FCRA or any similar state statute, or for commercial solicitation purposes (which use is strictly prohibited). Agency shall not use the Services for employment purposes, including hiring, termination, and promotion decisions.
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency acknowledges that, under this Agreement, Provider will not provide Social Security Numbers to Agency. Should Agency require Social Security Numbers in connection with its legal and permitted use of the Services hereunder, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.Provider.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable Fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

For purposes of this section, "Provider" includes Provider and its Affiliates, subsidiaries, parent companies, and data providers. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, than in no event shall Provider's liability to Agency under this Agreement exceed One Hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct.

13. INDEMNIFICATION.

Intentionally omitted.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

- 16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates.
- 16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- 16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed

- against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8 Entire Agreement. This Agreement represents the entire agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- 16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of New Jersey excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Provider: **LexisNexis Claims Solutions Inc.**

Agency: **Borough of Ridgefield**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection.

Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program.

Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event.

In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@Provider.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Order No. 1
LexisNexis® Police Reports

This Order No. 1 ("Order") is entered into this _____ day of _____, 2016 ("Order Effective Date") between Borough of Ridgefield ("Agency") and LexisNexis Claims Solutions Inc., on behalf of itself and its Affiliates ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _____ ("Agreement") between the Parties.

1. TERMS AND CONDITIONS.

All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. DESCRIPTION OF SERVICES.

Provider, as part of its business, has developed an online portal to distribute Reports called LexisNexis® Police Reports.

3. SCOPE OF SERVICES.

Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

- 3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports
- 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider; and
- 3.3. Provide Report retention and distribution services as set forth in the Section 3 of the Agreement.
- 3.4. Other Services: None

4. TERM AND TERMINATION.

This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term. Additionally, either Party may terminate this Order without cause by providing ninety (90) days advance written notice to the other Party of such intent.

5. FEES.

Pursuant to Section 5 of the Agreement, the Agency Fee is Five Dollars and 00/100 (\$5.00). There shall be no fee to Agency for the Services. In addition, where permitted by law, Provider will charge a Convenience Fee for each Crash Report provided to an Authorized Requestor which shall be retained by Provider. The Convenience Fee shall be Seven and 00/100 (\$7.00) Dollars. Therefore, an Authorized Requestor will be charged a total of Twelve and 00/100 (\$12.00) Dollars per Report.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Provider: LexisNexis Claims Solutions Inc.

Agency: Borough of Ridgefield

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 7, 2016

Presented by Mayor Suarez

RESOLUTION NO. 246-2016

BE IT RESOLVED that the Mayor and Council appoints

KEVIN P. KELLY

as Municipal Court Magistrate for a three year term beginning September 3, 2016 through September 2, 2019 at the annual salary of \$17,500.00.

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 September 7, 2016

Presented by Councilman Acosta

RESOLUTION NO. 247-2016

BE IT RESOLVED that the Mayor and Council appoints

THAIER ABDALLAH
FREDI NOLASCO
KEITH RUPPERT
and
ALBERTO VELEZ

as Special Police Officers of the Ridgefield Police Department effective September 7, 2016.

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

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.

Diane Sherry,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 7, 2016

Presented by Councilman Penabad

RESOLUTION NO. 248-2016

BE IT RESOLVED, that warrants totaling **\$2,738,653.69**
be drawn on the following accounts:

CURRENT	\$2,591,030.38
TRUST	\$71,169.01
POOL	\$75,839.90
DOG LICENSE	\$614.40
TOTAL	\$2,738,653.69

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