

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Public Session Meeting of the Mayor and Council

Date: April 22, 2019

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to C.T.O.: 6:35 P.M.
Executive Session: Adjourn: 6:37 P.M.

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

Executive Session: 6:30 P.M. C.T.O.: 6:37 P.M.
Adjourn: 7:37 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:47 P.M.
Adjourn: 8:01 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda: NONE

Correspondence:

ROLL CALL-PUBLIC SESSION

| | Adj. to Ex. | | Public | |
|--------------|-------------|------|--------|------|
| | Pres. | Abs. | Pres. | Abs. |
| Mayor Suarez | X | | X | |
| Castelli | X | | X | |
| Penabad | X | | X | |
| Shim | X | | X | |
| Jimenez | X | | X | |
| Kontolios | | X | X | |
| Larkin | X | | X | |

ROLL CALL-EXEC. SESSION

| | PRESENT | ABSENT |
|-----------|--------------|--------|
| | Mayor Suarez | X |
| Castelli | X | |
| Penabad | X | |
| Shim | X | |
| Jimenez | X | |
| Kontolios | 6:48 P.M. | |
| Larkin | X | |

As advertised, hearing will be held on Ordinance No. 2356 entitled, “CALENDAR YEAR 2019 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)”

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. 2357 entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES"

First Reading of Ordinance

Roll Call

As advertised, hearing will be held on submitting the following application for grant funding from the Bergen County Trust Fund Municipal Program for Park Development for replacement of synthetic turf at Doc Miller Field with new synthetic turf.

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

CONSENT AGENDA:

| | | |
|----------|----------------------|---|
| 149-2019 | Mayor Suarez | Reject Hate within the Borough of Ridgefield |
| 150-2019 | Councilman Jimenez | Support Gateway Project |
| 151-2019 | Councilman Kontolios | Oppose the Vegetative Management Response Act (S2505/A2558) |
| 152-2019 | Councilman Jimenez | Tax Court Judgment-Block 4014, Lot 18 |
| 153-2019 | Councilman Jimenez | Tax Court Judgment-Block 3801, Lot 3 |
| 154-2019 | Councilman Jimenez | Tax Court Judgment-Block 2909, Lot 1 |
| 155-2019 | Councilman Castelli | Authorize Bergen County Trust Fund Grant Application-Doc Miller Field |
| 156-2019 | Councilman Castelli | Housing Rehabilitation Loan Payoff-Venidis |

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

RESOLUTIONS:

| | | |
|----------|---------------------|---|
| 157-2019 | Councilman Jimenez | Warrants |
| 158-2019 | Councilman Castelli | Authorize Settlement Agreement with Fair Share Housing Center |
| 159-2019 | Councilman Jimenez | Approve Rights of Way License Agreement with New Cingular Wireless - TABLED |
| 160-2019 | Councilman Castelli | Designate Area as a Non-Condensation Redevelopment Area and Authorize DMR to Prepare Redevelopment Plan |

COMMENTS BY MAYOR:

COMMENTS BY COUNCIL:

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 April 22, 2019

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 | | | | |
| Penabad | | | | |
| Shim | | | | |
| Jimenez | | | | |
| Kontolios | | | | |
| Larkin | | | | |
| 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 April 22, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2356

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

“CALENDAR YEAR 2019 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)”

introduced on the 8th day of April, 2019, 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 | | | | X |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 8, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2356

“CALENDAR YEAR 2019 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)”

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Ridgefield in the County of Bergen finds it advisable and necessary to increase its 2019 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$166,983.45 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Ridgefield, in the County of Bergen, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the 2019 budget year, the final appropriations of the Borough of Ridgefield shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.50%, amounting to \$584,442.08, and that the 2019 municipal budget for the Borough of Ridgefield be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2357

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 PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES”

introduced on the 22nd day of April, 2019, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 13th day of May, 2019 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 | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2357

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING
HANDICAPPED PARKING SPACES”

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

Section I:

Section 375-52 of the Code of the Borough of Ridgefield, entitled “Designated Areas” subpart B, be and hereby is amended by the following:

1. Adding a single handicapped space in front of 509 Nelson Avenue (on the northerly curb line of Nelson Avenue) beginning at a point 127 feet east of the northeast corner of Bergen Boulevard and Nelson Avenue, and continuing east a distance of 22 feet.

Section II:

In all other respects, the terms, conditions and provisions of Section 375-52 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III:

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

Section IV:

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Mayor Suarez

RESOLUTION NO. 149-2019

WHEREAS, America is a mosaic of people from every corner of the globe and a place that strives for racial, ethnic, cultural and religious acceptance; and

WHEREAS, the Borough of Ridgefield reflects the greater American community; and

WHEREAS, the Borough of Ridgefield recognizes that violence against others due to their identity is not in keeping with American values; and

WHEREAS, Ridgefield rejects hate in all its forms, especially the type that results in violence against any particular group; and

WHEREAS, Ridgefield rejects the labeling of groups as being less valued than any other group; and

WHEREAS, Ridgefield values its diverse and culturally rich community; and

WHEREAS, Ridgefield supports efforts by members of our community that foster communication and understanding between the diverse religious, cultural and racial communities in our town; and

WHEREAS, Ridgefield supports efforts of local, county, state and national leaders to take steps to reject hate through legislative initiatives and to speak out against hate to insure others do not feel that hate is the norm; and

WHEREAS, Ridgefield supports efforts of other organizations to call out hate in all its forms and tries to follow American values that no one should be targeted because their identity; and

WHEREAS, Ridgefield supports the efforts of local, county and state police organizations in their efforts to keep all houses of worship and gathering places the safe refuge they should be; and

WHEREAS, Ridgefield support community efforts to reach out and learn about different groups in order to increase our understanding of others decreasing the isolation of communities;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough of Ridgefield rejects hate in all its forms, will strive to be the example

of racial, religious and ethnic acceptance, will foster and environment of inclusion and acceptance in all Ridgefield sanctioned events, will ask its state leaders to be active in fighting hatred in all its forms through the legislative process, and will foster an environment in all Borough events that promote the values of inclusion and acceptance.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 150-2019

WHEREAS, the Northeast Corridor is the busiest rail line in the Western Hemisphere, playing an essential role in the regional economy as a vital link for millions of residents, workers and visitors; and

WHEREAS, the Northeast Corridor is crucial to transporting New Jersey residents, business people and tourists between Washington, D.C., and Boston via key regional stations at Philadelphia 30th Street Station, Trenton Transit Center, Newark Airport, Newark Penn Station and New York Penn Station; and

WHEREAS, the Hudson River rail tunnels carry 200,000 Amtrak and NJ Transit rail passengers in and out of New York City each weekday, representing a tripling of ridership since 1990; and

WHEREAS, current and projected demand for both Amtrak and NJ Transit exceed the capacity of the existing infrastructure between Newark and New York City; and

WHEREAS, the Northeast Corridor requires significant repairs and upgrades along the two-track stretch between Newark and New York City, including aging bridges and 100-year old tunnels under the Hudson River; and

WHEREAS, outmoded infrastructure, particularly the Hudson River tunnels and the Portal Bridge over the Hackensack River, causes frequent, extensive delays along the Northeast Corridor; and

WHEREAS, the Hudson River rail tunnels flooded for the first time in their 100-year history during Superstorm Sandy, leaving behind salt that is eating away at the reinforcing steel and concrete along with the electrical and signal systems. Amtrak has announced that each of the Hudson River tunnel tubes will need to be closed for a year or more within the next 15 to 20 years to conduct extensive repairs; and

WHEREAS, if new tunnels are not yet in place, the closures of the existing tunnels will reduce train traffic by an estimated 75% at peak times, forcing tens of thousands of riders to find alternatives means of travel in and out of Manhattan, and causing huge disruptions for all who cross the Hudson, whether by train, bus, ferry or car; and

WHEREAS, preserving and expanding rail capacity is critical to giving the metropolitan region's trillion dollar economy a chance to grow and keep pace with global cities that are investing far more in their transit infrastructure; and

WHEREAS, the Gateway program proposed by Amtrak, estimated to cost \$20 billion, would build two new Hudson River tunnel tubes and several bridges, expand Penn Station, and add two new tracks between Newark and New York, thus doubling trans-Hudson rail capacity.

NOW, THEREFORE BE IT RESOLVED, Mayor and Council of the Borough of Ridgefield, Bergen County, New Jersey that the governments of the states of New Jersey and New York must work together with the federal government to shepherd the Gateway Trans-Hudson Tunnel project, and determine the funding strategy to design and build the project with all haste and expediency; and

BE IT FURTHER RESOLVED, that the Mayor and Council of the Borough of Ridgefield calls on the support of the Trump Administration and Congress for this vital investment in the busiest transportation corridor in the nation; and

BE IT FURTHER RESOLVED, that the Mayor and Council of the Borough of Ridgefield urges thoughtful and careful consideration of the impacts that the development, planning, and construction of the Gateway Tunnel Project will have on those municipalities where construction will occur; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the President of the United States, the New Jersey and New York Congressional Delegations, all members of the New Jersey State Legislature and the Governors and Lieutenant Governors of New York and New Jersey.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Kontolios

RESOLUTION NO. 151-2019

WHEREAS, there is presently pending before the New Jersey Senate and Assembly the proposed Vegetative Management Response Act (S2505/A2558); and

WHEREAS, said legislation would allow any public utility to unilaterally usurp the role of local government in the management of public trees within public parks and within the public right-of-way, and would unilaterally permit the removal of trees on private property without the owner's consent whenever the public utility determines that such trees are "growing in, near, or adjacent to the electric utility's right-of-way, and the electric distribution and transmission system...which may fall into, touch, affect, or otherwise interfere with an electrical distribution line;" and

WHEREAS, proposed amendments to N.J.S.A. 40:64-12.c would expand the purview of any public utility (such as electric, gas, water, and pipeline) or cable television company to clear, remove, cut, or destroy any tree, shrub, or plant, without municipal permission or consultation, if done to install or maintain any structures or fixtures; and

WHEREAS, the proposed legislation exempts public utilities from local regulation or penalty if they claim to be "acting in good faith, with due diligence and reasonable judgment;" and

WHEREAS, under the proposed legislation, a utility is under no obligation to confer with the local government or the private property owner before unilaterally choosing to clear, move, cut, or destroy the vegetation; and

WHEREAS, the proposed legislation limits the authority of local shade tree commissions by granting authority to any public utility to carry out "vegetative management" without notifying or consulting with the municipality or taking municipal regulations into account; and

WHEREAS, the Borough of Ridgefield values both its public and private trees, which not only add to the beauty and overall livability of the Township but also serve as a buffer to the extremes of weather, offer cooling shade in the summer and shelter from winter winds, produce oxygen and reduce carbon dioxide in the air and help to curtail flooding and restore the groundwater supply; and

WHEREAS, the proposed legislation is imbalanced and dramatically expands the authority of electric and other public utilities; and

WHEREAS, the Mayor and Council finds that public utilities and cable television providers have an obligation and responsibility to work with local authorities to cooperate in the responsible management of trees;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield, Bergen County, New Jersey that the Borough of Ridgefield opposes the Vegetative Management Response Act in its present form and urges the New Jersey Senate and Assembly not to adopt same.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 152-2019

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 4014 Lot 18, also known as 1135 Pleasantview Terrace for the years 2017 and 2018;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Ridgefield Industrial, LLC c/o Cosmetic Essence, Inc. be issued a refund in the amount of \$15,768.34 for the year 2017 and \$16,399.35 for the year 2018;

BE IT FURTHER RESOLVED that the Chief Financial Officer be and she is hereby authorized to issue a check in the total amount of \$32,167.69 from Account 01-2010-30-4262-001 made payable to Ridgefield Industrial, LLC, c/o Cosmetic Essence, Inc and be mailed to 2115 Linwood Avenue, Suite 110, Fort Lee, New Jersey 07024.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 153-2019

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 3801 Lot 3, also known as 395 Broad Avenue for the years 2017 and 2018;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Concord Estates of Ridgefield, LLC be issued a refund in the amount of \$14,227.53 for the year 2017 and \$14,796.87 for the year 2018;

BE IT FURTHER RESOLVED that the Chief Financial Officer be and she is hereby authorized to issue a check in the total amount of \$29,024.40 from Account 01-2010-30-4262-001 made payable to Michael I. Schneck, Trustee and be mailed to 301 South Livingston Avenue, Suite 105, Livingston, New Jersey 07039.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 154-2019

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 2909 Lot 1, also known as 1010 Edgewater Avenue for the years 2017 and 2018;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Song of April, Inc be issued a refund in the amount of \$1,626.80 for the year 2017 and \$1,691.90 for the year 2018;

BE IT FURTHER RESOLVED that the Chief Financial Officer be and she is hereby authorized to issue a check in the total amount of \$3,318.70 from Account 01-2010-30-4262-001 made payable to Song of April, Inc and be mailed to 1007 Edgewater Avenue, Ridgefield, New Jersey 07657.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Castelli

RESOLUTION NO. 155-2019

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, 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 outdoor municipal recreation facilities; and

WHEREAS, the Borough of Ridgefield desires to further the public interest by obtaining a matching grant of \$83,700.00 from the County Trust Fund to fund the following project: Veterans Memorial Park Turf Replacement Project; and

WHEREAS, the governing body/board has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an 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 body/board held the required Public Hearing to receive public comments on the proposed park improvements in the application on April 22, 2019; 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 project and ensure its completion on or about the project contract expiration date.

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

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of **May 20, 2019**, 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 Mayor and Council of the Borough of Ridgefield has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and

3. That the Mayor and Council of the Borough of Ridgefield 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; and
5. That the Mayor and Council of the Borough of Ridgefield 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 | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Castelli

RESOLUTION NO. 156-2019

WHEREAS, the Borough of Ridgefield has operated a Housing Rehabilitation Program according to certain rules; and

WHEREAS, the Housing Rehabilitation Program previously made a loan to Christina Vermeal Venidis to be secured by a mortgage on property at 809 Maple Avenue, Ridgefield, New Jersey; and

WHEREAS, Ms. Venidis is selling her home and accordingly the mortgage is now due; and

WHEREAS, it appears the mortgage was never recorded; and

WHEREAS, according to the terms of the Mortgage Note, Deferred Loan Agreement, and Mortgage, Ms. Venidis is to repay the Borough the amount borrowed, \$19,980, without interest, together with a fee of \$2,000; and

WHEREAS, that payoff has been transmitted to Ms. Venidis' attorney; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough hereby agrees to accept the sum of \$21,980 as payoff of the above-referenced loan; and

BE IT FURTHER RESOLVED that those funds be deposited back into the Borough's Housing Rehabilitation Program account; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be transmitted to the Borough's Chief Financial Officer.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

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

Diane Sherry,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 157-2019

BE IT RESOLVED, that warrants totaling **\$3,942,392.03**
be drawn on the following accounts:

| | |
|--------------|-----------------------|
| CURRENT | \$3,860,961.94 |
| TRUST | \$59,512.22 |
| CAPITAL | \$12,481.25 |
| POOL | \$9,433.02 |
| DOG LICENSE | \$3.60 |
| TOTAL | \$3,942,392.03 |

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Castelli

RESOLUTION NO. 158-2019

WHEREAS, as a result of the decision by the New Jersey Supreme Court *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97*, 221 N.J. 1 (2015), the Borough of Ridgefield, on or about July 8, 2015, filed a declaratory judgment action in the Superior Court seeking judicial recognition that Ridgefield had in place a plan to meet its constitutional obligation to provide a reasonable opportunity for its fair share of affordable housing by and within the Borough of Ridgefield; and

WHEREAS, the Fair Share Housing Center is a group that advocates for affordable housing and has participated in most of the declaratory judgment litigations, including the litigation filed by Ridgefield; and

WHEREAS, over the course of several years, Ridgefield has, through its Borough Attorney and Special COAH Planner, negotiated extensively with the Fair Share Housing Center; and

WHEREAS, the Borough of Ridgefield is now in a position to settle that litigation and then proceed to a fairness hearing, which would approve the settlement and grant substantive certification to the Borough that it is in compliance with its obligations to provide a reasonable opportunity for affordable housing by and within the Borough; and

WHEREAS, the settlement has been recommended by the Borough Attorney; and

WHEREAS, a failure to settle will lead to a trial, which would be extremely costly, time consuming and with uncertain results; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to accept the settlement in the form as annexed hereto;

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

1. The Settlement Agreement attached hereto be and hereby is approved by the Council.
2. The Mayor and the Borough Clerk be, and hereby are, authorized and directed to execute the Settlement Agreement on behalf of the Borough of Ridgefield.
3. The Borough Attorney be, and hereby is, authorized to proceed to a fairness hearing as directed by the Superior Court and report the results back to the Council.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauen, Esq.

April 23, 2019

Stephen F. Pellino, Esq.
Basile Birchwale and Pellino, LLP
865 Broad Avenue
P.O. Box 434
Ridgefield, New Jersey 07657

Re: In the Matter of the Application of the Borough of Ridgefield, County of Bergen, Docket No. BER-L-6439-15

Dear Mr. Pellino:

This letter memorializes the terms of an agreement reached between the Borough of Ridgefield (the Borough or "Ridgefield"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Ridgefield filed the above-captioned matter on June 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and Ridgefield hereby agree that Ridgefield's affordable housing obligations are as follows:

| | |
|--|-----|
| Rehabilitation Share (per Structural Conditions Survey) | 32 |
| Prior Round Obligation (pursuant to N.J.A.C. 5:93) | 47 |
| Third Round (1999-2025) Prospective Need (per Kinsey Report ¹ , as adjusted through this Agreement) | 348 |

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Borough's efforts to meet its present need include participation in the Bergen County Home Improvement Program and through a supplemental municipally operated rehabilitation program that shall be available to rental units. Said municipal program shall meet the requirements in N.J.A.C. 5:93-5.2. This is sufficient to satisfy the Borough's present need obligation of 32 units.
6. The Borough, as calculated in Exhibit A, has a realistic development potential (RDP) of 0 units for the Prior and Third Round so there is currently no RDP obligation to satisfy.
7. For the purposes of settlement, the Borough agrees to address the remaining portion of its allocation of the Prior Round and Round 3 regional need through the following mechanisms:

| Prior Round - 47 Units + Prospective Need - 348 Units = 395, RDP = 0 | | | |
|--|--------------------------|---------|-----------------|
| Project | Mechanism | Acreage | Density (du/ac) |
| R-TH | Overlay Zoning | 4.07 | 25 |
| R-SR | Overlay Zoning | 4.78 | 35 |
| Bergen Boulevard/C Zone | Overlay Zoning (30du/ac) | 18.05 | 30 |
| Group Home | Group Home | N/A | N/A |
| Grand Avenue/ C Zone | Overlay Zoning | 10.72 | 25 |
| Block 503, Lot 1 | Redevelopment Zone | 15.53 | 35 |
| Block 1801, Lot 1 | Redevelopment Zone | 11.534 | 30 |

8. The Borough will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

The Borough is committed to working with the Bergen County United Way to develop a 4-bedroom group home. The Borough has pledged over \$150,000 from its Affordable Housing Trust Fund to purchase a property to be developed into a group home for individuals with developmental disabilities. The Borough and the Bergen County United

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, April 2017.

Way are currently searching for a suitable home to purchase as described in the January 10, 2018 letter from Tom Toronto and attached to this agreement as Exhibit B.

In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough shall describe further in its fair share plan how it meets these requirements.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough shall describe further in its fair share plan how it meets these requirements.

9. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements by requiring that 13% of all affordable housing units constructed as a result of the overlay zoning described in Paragraph 7 shall be available to very low-income households earning less than 30% of the median income.
10. The Borough shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

11. The Borough of Ridgefield entered into the following four separate Regional Contribution Agreements (RCAs):
 - a. Borough of Saddle River – November 5, 2003 for 22 units at \$20,000 per unit for a total of \$440,000. The Borough has completed 4 of the 22 required RCA rehabilitations.
 - b. Borough of Allendale – October 1, 2003 for 4 units at \$20,000 per unit for a total of \$80,000. The Borough has completed all 4 of the required RCA units in this agreement.
 - c. Borough of Emerson – August 6, 2004 for 5 units at \$25,000 per unit for a total of \$125,000. The Borough has completed all 5 of the required RCA units in this agreement.
 - d. Township of Vernon – December 15, 2004 for 20 units at \$25,000 per unit for a total of \$500,000. The Borough has not completed any of the required 20 RCA units in this agreement.

Thus, two of the agreements (Allendale and Emerson) have been entirely satisfied and two agreements (Saddle River and Vernon) remain unsatisfied. The Borough has continued to maintain the remaining funds from these agreements in an RCA Trust Fund account and as of the date of this agreement there is \$903,973 remaining in that account. The Borough agrees to engage a new RCA administrator within 60 days of the court's approval of this agreement. The Borough also agrees that as part of its final Housing Element and Fair Share Plan it shall specify how these programs will be implemented in accordance with N.J.A.C. 5:93-6.1 through 6.6.

12. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Urban League of Bergen County, Bergen County Housing Coalition, and Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the region that the Borough is located within (i.e. Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit,

- the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
14. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
 15. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
 16. The parties agree that if a decision of a court of competent jurisdiction in Bergen County (including the Superior Court Appellate Division or the New Jersey Supreme Court) or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. For purposes of this Agreement, an unappealable final judgment from either the Appellate Division of the Superior Court or the Supreme Court as to any declaratory judgment action in the State of New Jersey shall be deemed to be "a court of competent

jurisdiction in Bergen County'. For purposes of this Agreement, a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature will be deemed to be a final and unappealable judgment if, after the passage of ninety (90) days, that determination or action is not appealed to a court of competent jurisdiction or, if it is appealed within that time period, a final and unappealable decision from a court of competent jurisdiction has upheld that determination or action. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

17. The Borough shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Borough, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
18. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
22. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$4,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
23. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

24. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. A prevailing party in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
32. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

35. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC: Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE BOROUGH: Stephen F. Pellino, Esq.
Basile Birchwale and Pellino, LLP
865 Broad Avenue
P.O. Box 434
Ridgefield, New Jersey 07657
Telecopier: (609) 884-1732
Email: spellino@bbplawyers.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Linda Silvestri
604 Broad Avenue
Ridgefield, NJ 07657
Telecopier: (201) 943-1112
Email: clerks@ridgefieldboro.com

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Borough of Ridgefield, with the authorization
of the governing body:

Dated: _____

EXHIBIT A: VACANT LAND ADJUSTMENT

EXHIBIT B: OVERLAY ZONING MAP



VACANT LAND ADJUSTMENT

RIDGEFIELD, NJ

NOVEMBER 2015

INTRODUCTION

This Vacant Land Adjustment (VLA) analysis has been prepared in accordance with the methodology set forth by relevant sections of the Substantive Rules of the Council on Affordable Housing (N.J.A.C. 5:97 et seq.). Ridgefield Borough has very few vacant developable parcels that are suitable for development with affordable housing. As no new affordable housing regulations have been released subsequent to the October 8, 2010 invalidation of significant portions of the Third Round Substantive Rules, it is not clear how the Borough's third round obligation will be calculated in the future. However, it is clear that whatever the future third round obligation is, any plan to address this obligation will be limited by the amount of vacant developable land that is available. Based upon this observation, it is prudent to calculate the Realistic Development Potential (RDP) of the existing vacant parcels that are suitable for development with affordable housing in order to obtain a reasonable estimate of the number of affordable housing units that could be constructed.

This analysis includes an inventory of vacant and undeveloped parcels by lot and block, with information on property ownership, acreage, and constraints in accordance with N.J.A.C. 5:97-5.2. Consequently, all parcels identified as public, vacant or farm-qualified in the Borough's tax assessment records are listed in the public, vacant and farm-qualified land inventory tables in Attachment A. Public, vacant and farm-qualified sites have also been mapped on the accompanying public, vacant and farm-qualified land inventory map entitled "Vacant Land Adjustment Map" in Attachment B. This VLA analysis was prepared using 2015 NJPM tax data and NJDEP environmental constraints GIS data.

The Borough is split evenly between the Planning Area 1 (PA1), Metropolitan Planning Area to the east and the New Jersey Meadowlands Planning Area to the west. A small section of Planning Area 6, Park lands, exists in the northern portion of the Borough.

PERMITTED EXCLUSIONS

COAH regulations establish the criteria by which sites or portions of sites in a municipal vacant or farm-qualified land inventory may be excluded from the calculation of the municipality's realistic development potential (RDP). Environmentally sensitive areas may be excluded from consideration. These include flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site, or portion of a site, unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Vacant lots under development as part of an approved subdivision or properties that received site plan approval for development may also be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP.

The public, vacant and farm-qualified land inventory table in Attachment A provides a parcel-by-parcel description of the exclusions that have been made pursuant to COAH's regulations. The general categories of exclusions are summarized as follows:

1. Small Sites. A large number of the sites listed in the vacant land inventory consist of small vacant lots that are too small to be realistically developed with an inclusionary development, and have been eliminated pursuant to N.J.A.C. 5:93-4.2(c)2.

The minimum presumptive density in calculating the RDP is six (6) units per acre. Additional criteria include that a qualifying parcel must be able to contain a minimum of 5 dwelling units. Given these two parameters the minimum qualifying parcel size is 0.625 acres, as calculated below:

$$5 \text{ units} / 6 \text{ du/ac} = 0.833 \text{ acre minimum parcel size}$$

In accordance with this threshold figure, properties with less than 0.833 acres have been excluded from this analysis.

2. Environmental Constraints. Environmentally constrained lands may be eliminated pursuant to N.J.A.C. 5:93-4.2(e)2. Environmental constraints fall into the following three categories:
 - a) Wetlands. Any portion of parcel that contains wetlands areas mapped by the NJDEP was excluded from this analysis. In addition, a 50-foot wetlands transition area was assumed to be required adjacent to all wetlands areas. Therefore, this transition area was also excluded from this analysis.
 - b) Flood Hazard Areas. COAH regulations permit flood hazard areas as defined in N.J.A.C. 7:13 and mapped by the NJDEP to be eliminated from the developable land acreage of properties included in the vacant and farm-qualified land inventories. If there is no State study of the flood hazard area and the flood drainage is fully developed, the municipality may use the most recent flood insurance maps to determine the flood hazard area. Consequently, Cranford has used FEMA Flood Insurance Rate Map data to map the flood hazard area within the Borough. These areas are shown in the accompanying mapping.
 - c) Steep Slopes. COAH regulations allow slopes of greater than fifteen (15) percent to be excluded from the calculation of the RDP.
3. Access. Sites may be eliminated due to inadequate access. None of the sites, included in this VLC, were eliminated for the sole reason of inadequate access.
4. Association-Owned Properties and Dedicated Open Space. Association-owned properties and dedicated open space may be considered undevelopable.
5. Approved Site Plans, Development Applications, and Development Activity. Parcels with approved site plans, pending development applications and current development activity may be considered undevelopable.
6. Incompatible Land Uses. Sites adjacent to industrial or other uses that are not compatible with residential development may be considered undevelopable. None of the sites, included in this VLC, were eliminated due to incompatible land uses.

1. Small Sites. A large number of the sites listed in the vacant land inventory consist of small vacant lots that are too small to be realistically developed with an inclusionary development, and have been eliminated pursuant to N.J.A.C. 5:93-4.2(c)2.

The minimum presumptive density in calculating the RDP is six (6) units per acre. Additional criteria include that a qualifying parcel must be able to contain a minimum of 5 dwelling units. Given these two parameters the minimum qualifying parcel size is 0.625 acres, as calculated below:

$$5 \text{ units} / 6 \text{ du/ac} = 0.833 \text{ acre minimum parcel size}$$

In accordance with this threshold figure, properties with less than 0.833 acres have been excluded from this analysis.

2. Environmental Constraints. Environmentally constrained lands may be eliminated pursuant to N.J.A.C. 5:93-4.2(e)2. Environmental constraints fall into the following three categories:
 - a) Wetlands. Any portion of parcel that contains wetlands areas mapped by the NJDEP was excluded from this analysis. In addition, a 50-foot wetlands transition area was assumed to be required adjacent to all wetlands areas. Therefore, this transition area was also excluded from this analysis.
 - b) Flood Hazard Areas. COAH regulations permit flood hazard areas as defined in N.J.A.C. 7:13 and mapped by the NJDEP to be eliminated from the developable land acreage of properties included in the vacant and farm-qualified land inventories. If there is no State study of the flood hazard area and the flood drainage is fully developed, the municipality may use the most recent flood insurance maps to determine the flood hazard area. Consequently, Cranford has used FEMA Flood Insurance Rate Map data to map the flood hazard area within the Borough. These areas are shown in the accompanying mapping.
 - c) Steep Slopes. COAH regulations allow slopes of greater than fifteen (15) percent to be excluded from the calculation of the RDP.
3. Access. Sites may be eliminated due to inadequate access. None of the sites, included in this VLC, were eliminated for the sole reason of inadequate access.
4. Association-Owned Properties and Dedicated Open Space. Association-owned properties and dedicated open space may be considered undevelopable.
5. Approved Site Plans, Development Applications, and Development Activity. Parcels with approved site plans, pending development applications and current development activity may be considered undevelopable.
6. Incompatible Land Uses. Sites adjacent to industrial or other uses that are not compatible with residential development may be considered undevelopable. None of the sites, included in this VLC, were eliminated due to incompatible land uses.

7. Public Sites. Publicly-owned sites are listed in the Public Lands Inventory in Attachment A. Most municipal sites have been excluded in accordance with COAH's criteria, with the exception of Block 701, Lot 1.

The regulations stated under N.J.A.C. 5:93-4.2 allow a municipality to reserve up to three (3) percent of its "developed and developable acreage" for future recreation sites, as well as up to three (3) percent of the municipality's total land surface for conservation, parklands, and open space. The Borough reserves the right to reserve land for these purposes at any time in the future, if it is eligible to do so.

RDP CALCULATION

After careful review of the Borough's public, vacant and farmland parcels the only qualifying parcels are Block 1601, Lot 2, Block 2301, Lot 1, Block 3003, Lot 5, and Block 3501, Lot 9. These lots comprise a total of 3.7 acres of developable land. When the 3.7 acres is multiplied by 6 du/ac the calculation yields a total of approximately 22 potential residential units. The standard set-aside for affordable housing is twenty (20) percent. If the 22 residential units are multiplied by 20 percent the resulting affordable housing set-aside is approximately five (5) units. This 5-unit set-aside is the RDP for the Borough.

| Vacant Land Adjustment - Vacant Properties Eligible for Development Ridgefield, NJ | | | | | | | | | |
|---|-----|-----------------------------------|--|-----------------|---------------|---------------------|-----------------------|---------------|--------------------|
| Block | Lot | Owner | Address | Zoning | Total Acreage | Developable Acreage | Undevelopable Acreage | Planning Area | Sewer Service Area |
| 1601 | 2 | Eastcoast International Inc. | 625 Grand Avenue, Ridgefield, NJ 07657 | Non-residential | 1.49 | 1.49 | 0 | 1 | Yes |
| 3003 | 5 | Public Service Electric & Gas Co. | Edgewater, Ridgefield, NJ 07657 | Non-residential | 1.52 | 1.06 | 0.46 | 1 | Yes |
| 3501 | 9 | 346 Ridgefield Management LLC | 475 Broad Avenue, Ridgefield, NJ 07657 | Non-residential | 1.15 | 1.15 | 0 | 1 | Yes |
| Total Developable Acreage | | | | | | 3.7 | | | |
| Number of Affordable Units | | | | | | 4.44 | | | |

SUMMARY AND CONCLUSION

This analysis reveals that the Borough of Ridgefield has a third-round RDP of five (5) affordable housing units.

| Vacant Land Adjustment - Vacant Properties Ineligible for Development - Ridgefield, NJ | | | | | | | | | | |
|--|------|--|--------------------------|-----------------|---------------|---------------------|-----------------------|---------------|--------------------|--|
| Block | Lot | Owner | Address | Zoning | Total Acreage | Developable Acreage | Undevelopable Acreage | Planning Area | Sewer Service Area | Reason for Exclusion |
| 101 | 1 | 803 Oakwood Lane | Borough of Ridgefield | Residential | 0.02 | 0.02 | 0.00 | | 1 Yes | Excluded due to size |
| 101 | 26 | Stephan Karsgeozian | 717 Pembroke Way | Residential | 0.12 | 0.12 | 0.00 | | 1 Yes | Excluded due to size |
| 103 | 1 | North side of Borough Lane | Borough of Ridgefield | Residential | 0.23 | 0.15 | 0.08 | | 1 Yes | Excluded due to size |
| 104 | 23 | Borough Lane - S.E. Corner of Oakwood | Borough of Ridgefield | Residential | 0.03 | 0.03 | 0.00 | | 1 Yes | Excluded due to size |
| 105 | 1 | Norman Road - S.W. Corner of Morningside | Borough of Ridgefield | Residential | 0.10 | 0.09 | 0.01 | | 1 Yes | Excluded due to size |
| 108 | 1 | J. Broderick/C21 Ridgeco | 805 Bergen Boulevard | Residential | 0.21 | 0.21 | 0.00 | | 1 Yes | Excluded due to size |
| 201 | 15 | Eleanor A & Richard C. Stukhart | 635 Maple Ave | Residential | 0.14 | 0.14 | 0.00 | | 1 Yes | Excluded due to size |
| 201 | 23 | 665 Maple Avenue | Borough of Ridgefield | Residential | 0.11 | 0.00 | 0.11 | | 1 Yes | Excluded due to size |
| 202 | 8 | 660 Maple Avenue | Borough of Ridgefield | Residential | 0.11 | 0.05 | 0.07 | | 1 Yes | Excluded due to size |
| 202 | 28 | Nick Lonziesero & Sons Inc | 679 Linden Avenue | Residential | 0.11 | 0.00 | 0.11 | | 1 Yes | Excluded due to size |
| 203 | 7 | David & John Viganola | Linden Avenue | Residential | 0.11 | 0.03 | 0.09 | | 1 Yes | Excluded due to size |
| 203 | 8 | David & John Viganola | Linden Avenue | Residential | 0.11 | 0.03 | 0.09 | | 1 Yes | Excluded due to size |
| 203 | 9 | 668 Linden Avenue | Borough of Ridgefield | Residential | 0.06 | 0.00 | 0.06 | | 1 Yes | Excluded due to size |
| 203 | 28 | 667-675 | Borough of Ridgefield | Residential | 0.29 | 0.00 | 0.29 | | 1 Yes | Excluded due to size |
| 204 | 10 | 662 Elm Avenue | Borough of Ridgefield | Residential | 0.11 | 0.02 | 0.09 | | 1 Yes | Excluded due to size |
| 204 | 16 | 725-749 Ray Avenue | Borough of Ridgefield | Residential | 0.71 | 0.17 | 0.55 | | 1 Yes | Excluded due to size |
| 206 | 14 | John & Lela Skiandos | Ray Avenue | Residential | 0.08 | 0.08 | 0.00 | | 1 Yes | Excluded due to size |
| 301 | 4 | Kenya A. Rosario | 673 State Highway 5 | Residential | 0.10 | 0.10 | 0.00 | | 1 Yes | Excluded due to size |
| 302 | 1 | Route 5 & Prospect | Borough of Ridgefield | Residential | 0.01 | 0.01 | 0.00 | | 1 Yes | Excluded due to size |
| 303 | 2 | Sang Wan Kim | 654 State Highway 5 | Residential | 0.06 | 0.06 | 0.00 | | 1 Yes | Excluded due to size |
| 305 | 4 | N. & V. Siderias & C. Siderias | Rear Hamlet Avenue | Residential | 0.06 | 0.06 | 0.00 | | 1 Yes | Excluded due to size |
| 305 | 15 | Maple Avenue & Route 5 | Borough of Ridgefield | Residential | 0.01 | 0.01 | 0.00 | | 1 Yes | Excluded due to size |
| 306 | 7 | Chester & Grace Dwyer | Rear of Hamlet Avenue | Residential | 0.06 | 0.06 | 0.00 | | 1 Yes | Excluded due to size |
| 306 | 9 | John Ferrante | Rear of Hamlet Avenue | Residential | 0.06 | 0.06 | 0.00 | | 1 Yes | Excluded due to size |
| 401 | 9 | NPL Realty LLC | 675 Broad Avenue | Non-Residential | 0.11 | 0.11 | 0.00 | | 1 Yes | Excluded due to size |
| 401 | 10 | Wan Hui A. & Soo Ja Nam | 669 Broad Avenue | Non-Residential | 0.13 | 0.13 | 0.00 | | 1 Yes | Excluded due to size |
| 404 | 3 | Hye Ran Chang | Rear of Hamlet Avenue | Residential | 0.06 | 0.06 | 0.00 | | 1 Yes | Excluded due to size |
| 404 | 5.01 | Hany and Jordana Nicholas | Rear E. Hamlet Avenue | Residential | 0.05 | 0.05 | 0.00 | | 1 Yes | Excluded due to size |
| 404 | 7 | Joon Lee | 34 E. Hamlet Avenue | Residential | 0.04 | 0.04 | 0.00 | | 1 Yes | Excluded due to size |
| 405 | 9 | Ulises & Carmen Solorzano | 629 Prospect Avenue | Residential | 0.06 | 0.06 | 0.00 | | 1 Yes | Excluded due to size |
| 406 | 5 | Elizabeth Rivetti-Balbat | 950 Linden Avenue | Residential | 0.09 | 0.09 | 0.00 | | 1 Yes | Excluded due to size |
| 407 | 5 | Elm Avenue & Route 5 | Borough of Ridgefield | Non-Residential | 0.07 | 0.07 | 0.00 | | 1 Yes | Excluded due to size |
| 408 | 1 | Prospect Avenue | Borough of Ridgefield | Non-Residential | 0.04 | 0.04 | 0.00 | | 1 Yes | Excluded due to size |
| 503 | 1 | Pfister Chemical Works Inc | Railroad to Overpeck | Non-Residential | 19.55 | 1.52 | 16.03 | | 1 Yes | and environmental |
| 504 | 3 | Rosemar Realty Inc. | Maple Avenue | Non-Residential | 0.17 | 0.17 | 0.00 | | 1 Yes | Excluded due to size |
| 504 | 4 | Broderick Family, LLC | 1079 Linden Avenue | Non-Residential | 0.31 | 0.31 | 0.00 | | 1 Yes | Excluded due to size |
| 504 | 6 | 1061 Linden Avenue Assoc. LLC | 1056 Maple Avenue | Non-Residential | 0.12 | 0.12 | 0.00 | | 1 Yes | Excluded due to size |
| 504 | 11 | 1061 Linden Avenue Assoc. LLC | 1063 Linden Avenue | Non-Residential | 0.12 | 0.12 | 0.00 | | 1 Yes | Excluded due to size |
| 505 | 5 | Myung W. Hwang | 748 Grand Avenue | Non-Residential | 0.13 | 0.13 | 0.00 | | 1 Yes | Excluded due to size |
| 601 | 1 | Sabgar Properties LLC | 82 State Highway 46 West | Non-Residential | 4.61 | 4.57 | 0.04 | | 8A Yes | Aerial imagery indicates site is not vacant |
| 601 | 2 | Sabgar Properties LLC | 86 State Highway 46 West | Non-Residential | 0.32 | 0.32 | 0.00 | | 8A Yes | Excluded due to size |
| 701 | 1 | Borough of Ridgefield | Florsne Street | Residential | 0.89 | 0.00 | 0.89 | | 1 Yes | Lack of access (paper street) and steep slopes |
| 701 | 2 | Kathleen Burke Duda | 565 Ray Avenue | Residential | 0.09 | 0.09 | 0.00 | | 1 Yes | Excluded due to size |
| 701 | 12 | 768 Oaks Street | Borough of Ridgefield | Residential | 0.10 | 0.10 | 0.00 | | 1 Yes | Excluded due to size |
| 706 | 1 | Oak Street | Borough of Ridgefield | Residential | 0.06 | 0.07 | 0.00 | | 1 Yes | Excluded due to size |

| Block | Lot | Owner | Address | Zoning | Total Acreage | Developable Acreage | Undevelopable Acreage | Planning Area | Sewer Service Area | Reason for Exclusion |
|-------|------|---|-----------------------|-----------------|---------------|---------------------|-----------------------|---------------|--------------------|---|
| 801 | 1 | 629 Virgil (Corner of Oak Street) | Borough of Ridgely | Residential | 0.09 | 0.09 | 0.00 | 1 | Yes | Excluded due to size |
| 802 | 1 | 629 Slocum (Corner of Oak Street) | Borough of Ridgely | Residential | 0.09 | 0.09 | 0.00 | 1 | Yes | Excluded due to size |
| 802 | 10 | Pedro & Norma Caride | 667 Slocum Avenue | Residential | 0.09 | 0.09 | 0.00 | 1 | Yes | Excluded due to size |
| 803 | 5.02 | 682 Slocum Avenue, LLC | 662 Slocum Avenue | Residential | 0.20 | 0.21 | 0.00 | 1 | Yes | Excluded due to size |
| 902 | 1 | 700 Abbott | Borough of Ridgely | Non-Residential | 2.37 | 0.66 | 1.71 | 1 | Yes | Excluded due to size and environmental constraints |
| 903 | 1 | 688 Abbott | Borough of Ridgely | Non-Residential | 2.45 | 0.10 | 2.36 | 1 | Yes | Excluded due to size and env. constraints |
| 904 | 1 | Slocum/Abbott/Shaler | Borough of Ridgely | Non-Residential | 1.17 | 0.28 | 0.89 | 1 | Yes | Excluded due to size and env. constraints |
| 905 | 1 | 700 Shaler Boulevard | Borough of Ridgely | Non-Residential | 2.97 | 1.25 | 1.72 | 1 | Yes | Excluded due to size and env. constraints |
| 906 | 1 | Community Center Land | Borough of Ridgely | Non-Residential | 3.25 | 1.20 | 2.05 | 1 | Yes | Excluded due to size and env. constraints |
| 907 | 3 | 750 Slocum Avenue | Borough of Ridgely | Residential | 0.37 | 0.01 | 0.36 | 1 | Yes | Excluded due to size |
| 907 | 3.01 | 746 Slocum Avenue | Borough of Ridgely | Residential | 0.37 | 0.01 | 0.36 | 1 | Yes | Excluded due to size |
| 907 | 3.02 | 746 Slocum Avenue | Borough of Ridgely | Residential | 0.37 | 0.01 | 0.36 | 1 | Yes | Excluded due to size |
| 907 | 5 | 730 Slocum Avenue | Borough of Ridgely | Residential | 0.11 | 0.00 | 0.11 | 1 | Yes | Excluded due to size |
| 1001 | 1 | Monument Park | Borough of Ridgely | Non-Residential | 0.16 | 0.16 | 0.00 | 1 | Yes | Excluded due to size |
| 1002 | 15 | Ray Avenue (Corner of Broad & Rt.5) | Borough of Ridgely | Residential | 0.19 | 0.19 | 0.00 | 1 | Yes | Excluded due to size |
| 1005 | 7 | Paul & Patricia Schmidt | Slocum Avenue | Residential | 0.13 | 0.13 | 0.00 | 1 | Yes | Excluded due to size |
| 1101 | 9 | Bonanno Real Estate Group II, LP | R R Siding | Non-Residential | 0.25 | 0.01 | 0.24 | 1 | Yes | Excluded due to size |
| 1303 | 10 | Concetta Gasparro | 1 Studio Court | Residential | 0.12 | 0.12 | 0.00 | 1 | Yes | Excluded due to size |
| 1304 | 8 | Unknown | Columbia Avenue | Residential | 0.04 | 0.04 | 0.00 | 1 | Yes | Excluded due to size |
| 1310 | 7 | Unknown | Washington Avenue | Residential | 0.01 | 0.01 | 0.00 | 1 | Yes | Excluded due to size |
| 1503 | 7.01 | Luppino Developers LLC | 614 Abbott Avenue | Residential | 0.58 | 0.58 | 0.00 | 1 | Yes | Excluded due to size |
| 1503 | 19 | Ratner/NY Urban LLC | Rear of Abbott | Residential | 0.07 | 0.07 | 0.00 | 1 | Yes | Excluded due to size |
| 1905 | 4 | Oaklene with back on Stewart Street | Borough of Ridgely | Residential | 0.17 | 0.17 | 0.00 | 1 | Yes | Excluded due to size |
| 1909 | 6 | Modesto R. & Luz M. Rodriguez | 530 Oakdene Avenue | Residential | 0.09 | 0.09 | 0.00 | 1 | Yes | Excluded due to size |
| 1909 | 7 | Broderrick 601 Bergen Boulevard LLC | 601 Bergen Boulevard | Non-Residential | 0.08 | 0.08 | 0.00 | 1 | Yes | Excluded due to size |
| 1912 | 7 | 568 Monroe Place | Borough of Ridgely | Residential | 0.02 | 0.02 | 0.00 | 1 | Yes | Excluded due to size |
| 2002 | 1 | 723 Banta Place | Borough of Ridgely | Non-Residential | 0.49 | 0.00 | 0.49 | 1 | Yes | Excluded due to size |
| 2005 | 1 | Edison Street (Corner of Banta) | Borough of Ridgely | Residential | 0.10 | 0.00 | 0.10 | 1 | Yes | Excluded due to size |
| 2005 | 3 | Edison Street | Borough of Ridgely | Residential | 0.23 | 0.00 | 0.23 | 1 | Yes | Excluded due to size |
| 2006 | 13 | Lloyd Street | Borough of Ridgely | Residential | 0.12 | 0.00 | 0.12 | 1 | Yes | Excluded due to size |
| 2006 | 18 | Lloyd Street | Borough of Ridgely | Residential | 0.19 | 0.00 | 0.19 | 1 | Yes | Excluded due to size |
| 2102 | 7 | Jae Pil & Jung Ok Kim | 565 Morse Avenue | Residential | 0.12 | 0.12 | 0.00 | 1 | Yes | Excluded due to size |
| 2103 | 13 | Morse Avenue (Corner of Banta) | Borough of Ridgely | Residential | 0.10 | 0.07 | 0.03 | 1 | Yes | Excluded due to size |
| 2106 | 1 | Shaler Boulevard (Veteran's Park Parking Lot) | Borough of Ridgely | Non-Residential | 0.49 | 0.49 | 0.00 | 1 | Yes | Excluded due to size |
| 2106 | 2 | Central Park (Veteran's Park Parking Lot) | Borough of Ridgely | Non-Residential | 0.13 | 0.13 | 0.00 | 1 | Yes | Excluded due to size |
| 2108 | 1 | Edgewater Avenue | Borough of Ridgely | Non-Residential | 0.19 | 0.19 | 0.00 | 1 | Yes | Excluded due to size |
| 2202 | 1 | Broad & Grand Avenues | Borough of Ridgely | Non-Residential | 0.03 | 0.03 | 0.00 | 1 | Yes | Excluded due to size |
| 2301 | 1 | Lowe Paper Co. c/o Simkins | 1050 River Street | Non-Residential | 11.62 | 2.16 | 9.66 | 1 | Yes | Excluded due to development approval |
| 2303 | 12 | Kohlsaat Reinecke, LLC | 1037 Alexander Avenue | Residential | 0.20 | 0.20 | 0.00 | 1 | Yes | Excluded due to size |
| 2304 | 2 | Kohlsaat Reinecke, LLC | 1036 Alexander Avenue | Residential | 0.22 | 0.22 | 0.00 | 1 | Yes | Excluded due to size |
| 2401 | 5 | Lowe Paper Co. c/o Simkins | 1 Bell Drive | Non-Residential | 1.95 | 0.00 | 1.95 | 1 | Yes | Excluded due to size and env. constraints |
| 2402 | 1 | River Street | Borough of Ridgely | Non-Residential | 1.30 | 0.00 | 1.30 | 1 | Yes | Excluded due to size, env. constraints and development approval |
| 2504 | 17 | Lilla's Properties LLC | 555 Edgewater Avenue | Residential | 0.32 | 0.32 | 0.00 | 1 | Yes | Excluded due to size |
| 2504 | 18 | Lilla's Properties LLC | 555 Edgewater Avenue | Residential | 0.55 | 0.55 | 0.00 | 1 | Yes | Excluded due to size |
| 2506 | 1 | Unknown | Westview Avenue | Residential | 0.00 | 0.00 | 0.00 | 1 | Yes | Excluded due to size |
| 2506 | 2 | Unknown | Westview Avenue | Residential | 0.01 | 0.01 | 0.00 | 1 | Yes | Excluded due to size |

| Block | Lot | Owner | Address | Zoning | Total Acreage | Developable Acreage | Undevelopable Acreage | Planning Area | Sewer Service Area | Reason for Exclusion |
|-------|-------|---|--------------------------|-----------------|---------------|---------------------|-----------------------|---------------|--------------------|--|
| 2506 | 3 | Unknown | Westview Avenue | Residential | 0.01 | 0.01 | 0.00 | 1 | Yes | Excluded due to size |
| 2506 | 4 | Unknown | Westview Avenue | Residential | 0.02 | 0.02 | 0.00 | 1 | Yes | Excluded due to size |
| 2506 | 5 | Unknown | Westview Avenue | Residential | 0.04 | 0.04 | 0.00 | 1 | Yes | Excluded due to size |
| 2506 | 6 | Unknown | Westview Avenue | Residential | 0.05 | 0.05 | 0.00 | 1 | Yes | Excluded due to size |
| 2634 | 7 | Isabella Luebeck, et als | 543 Studio Road | Residential | 0.14 | 0.14 | 0.00 | 1 | Yes | Excluded due to size |
| 2634 | 8 | Isabella Luebeck, et als | 539 Studio Road | Residential | 0.14 | 0.13 | 0.01 | 1 | Yes | Excluded due to size |
| 2734 | 24.01 | Michael Broderick | 750 Edgewater Avenue | Residential | 0.72 | 0.39 | 0.32 | 1 | Yes | Excluded due to size |
| 2734 | 24.02 | Michael Broderick | 748 Edgewater Avenue | Residential | 0.72 | 0.36 | 0.32 | 1 | Yes | Excluded due to size |
| 2766 | 7 | Ansaku Bekaryan, et als | 742 Day Avenue | Residential | 0.17 | 0.00 | 0.17 | 1 | Yes | Excluded due to size |
| 2804 | 20 | Broad Avenue - Rear of Dairy Queen | Borough of Ridgefield | Residential | 0.21 | 0.21 | 0.00 | 1 | Yes | Excluded due to size |
| 2902 | 11 | Low Paper Co. c/o Simkins | River Street | Residential | 0.19 | 0.03 | 0.16 | 1 | Yes | Excluded due to size |
| 2904 | 1 | Low Paper Co. c/o Simkins | River Street | Non-Residential | 0.44 | 0.43 | 0.01 | 1 | Yes | Excluded due to size |
| 2904 | 2 | Low Paper Co. c/o Simkins | River Street | Non-Residential | 0.21 | 0.21 | 0.00 | 1 | Yes | Excluded due to size |
| 2904 | 3 | Low Paper Co. c/o Simkins | River Street | Non-Residential | 0.66 | 0.66 | 0.00 | 1 | Yes | Excluded due to size |
| 2904 | 4 | Low Paper Co. c/o Simkins | River Street | Non-Residential | 0.44 | 0.44 | 0.00 | 1 | Yes | Excluded due to size and development approval |
| 3001 | 2 | Reuel Compton | 1190 Edgewater Avenue | Non-Residential | 0.24 | 0.00 | 0.24 | 9 | Yes | Excluded due to size |
| 3001 | 8 | Public Service Elec & Gas Co. | Victoria Terrace | Non-Residential | 0.21 | 0.00 | 0.21 | 9 | Yes | Excluded due to size |
| 3004 | 1 | The Swatek Partnership | 1097 Edgewater Avenue | Non-Residential | 0.12 | 0.05 | 0.06 | 1 | Yes | Excluded due to size |
| 3103 | 7 | Bergen Boulevard | Borough of Ridgefield | Non-Residential | 5.43 | 5.43 | 0.00 | 1 | Yes | Excluded due to steep slopes |
| 3104 | 7 | Marling to Bergen Blvd, West of water tanks | Borough of Ridgefield | Non-Residential | 0.31 | 0.31 | 0.00 | 1 | Yes | Excluded due to size |
| 3105 | 14 | Michelle Albino, et als | Ridgefield Terrace | Residential | 0.01 | 0.01 | 0.00 | 1 | Yes | Excluded due to size |
| 3107 | 14 | Unknown | Fairview Avenue | Residential | 0.00 | 0.00 | 0.00 | 1 | Yes | Excluded due to size |
| 3204 | 2.01 | Transcentml Gas Pipe Line Corp | Oak St W/S | Residential | 0.12 | 0.12 | 0.00 | 1 | Yes | Excluded due to size |
| 3302 | 11 | Creek | Borough of Ridgefield | Residential | 0.06 | 0.00 | 0.06 | 1 | Yes | Excluded due to size |
| 3302 | 16 | Agg Builders, Inc | 721 Hamilton Avenue | Residential | 0.17 | 0.00 | 0.17 | 1 | Yes | Excluded due to size |
| 3302 | 29 | Rear of 764 Clark Avenue | Borough of Ridgefield | Residential | 0.01 | 0.00 | 0.01 | 1 | Yes | Excluded due to size |
| 3303 | 18 | Ali A. Siyam, et als | 754 Hamilton Avenue | Residential | 0.14 | 0.00 | 0.14 | 1 | Yes | Excluded due to size |
| 3305 | 13 | DeLalla Terrace | Borough of Ridgefield | Residential | 0.05 | 0.03 | 0.02 | 1 | Yes | Excluded due to size |
| 3307 | 7 | 752 Elric Court | Borough of Ridgefield | Residential | 0.05 | 0.00 | 0.05 | 1 | Yes | Excluded due to size |
| 3405 | 7 | Gladya Monaryz | 694 Lancaster Road | Residential | 0.17 | 0.17 | 0.00 | 1 | Yes | Excluded due to size |
| 3501 | 10 | 346 Ridgefield Management LLC | 465 Broad Avenue | Non-Residential | 0.45 | 0.45 | 0.00 | 1 | Yes | Excluded due to size |
| 3702 | 9 | Carol Diana Petersen | 609 Pleasantview Terrace | Residential | 0.12 | 0.12 | 0.00 | 1 | Yes | Excluded due to size |
| 3702 | 11 | Carol Diana Petersen | 610 Pleasantview Terrace | Residential | 0.16 | 0.16 | 0.00 | 1 | Yes | Excluded due to size |
| 3702 | 12 | Carol Diana Petersen | 611 Pleasantview Terrace | Residential | 0.14 | 0.14 | 0.00 | 1 | Yes | Excluded due to size |
| 3703 | 13 | Broad Avenue Development LLC | 600 Pleasantview Terrace | Residential | 0.11 | 0.11 | 0.00 | 1 | Yes | Excluded due to size |
| 3703 | 14 | Broad Avenue Development LLC | 601 Pleasantview Terrace | Residential | 0.13 | 0.13 | 0.00 | 1 | Yes | Excluded due to size |
| 3704 | 1 | SR905 LLC | 780 Charlotte Terrace | Residential | 0.14 | 0.14 | 0.00 | 1 | Yes | Excluded due to size |
| 3704 | 6 | PYC Property LLC, B. Pak Esq. | 346 Broad Avenue | Non-Residential | 0.09 | 0.09 | 0.00 | 1 | Yes | Excluded due to size |
| 3704 | 7 | PYC Property LLC, B. Pak Esq. | Broad Avenue | Non-Residential | 0.07 | 0.07 | 0.00 | 1 | Yes | Excluded due to size |
| 3704 | 13 | PYC Property LLC, B. Pak Esq. | 347 Broad Avenue | Non-Residential | 0.09 | 0.09 | 0.00 | 1 | Yes | Excluded due to size |
| 3704 | 21 | SR905 LLC | 781 Charlotte Terrace | Residential | 0.14 | 0.14 | 0.00 | 1 | Yes | Excluded due to size |
| 3704 | 22 | SR905 LLC | 782 Charlotte Terrace | Residential | 0.14 | 0.14 | 0.00 | 1 | Yes | Excluded due to size |
| 3705 | 32 | Rear of Shaler Boulevard | Borough of Ridgefield | Residential | 0.17 | 0.01 | 0.17 | 1 | Yes | Excluded due to size |
| 3803 | 5 | Redic Properties, LLC | Abbott Avenue | Residential | 0.10 | 0.10 | 0.00 | 1 | Yes | Excluded due to size |
| 3803 | 27 | Sae Hee Lee | 428 Broad Avenue | Residential | 0.08 | 0.08 | 0.00 | 1 | Yes | Excluded due to size |
| 3803 | 28.01 | Broad Avenue | Borough of Ridgefield | Residential | 0.08 | 0.08 | 0.01 | 1 | Yes | Excluded due to size |
| 4004 | 2 | Rose Frola | Meadows | Non-Residential | 50.44 | 0.00 | 50.44 | 9 | No | Excluded due to size and environmental constraints |
| 4004 | 3 | Rose Frola | Meadows | Non-Residential | 5.26 | 3.20 | 2.06 | 9 | No | Excluded due to existing development |
| 4006 | 2 | NY Susquehanna & Western Railway | Meadows | Non-Residential | 0.12 | 0.00 | 0.12 | 9 | Yes | Excluded due to size |
| 4008 | 1 | CSX Intermodal Inc. | 300 Victoria Terrace | Non-Residential | 8.49 | 0.76 | 7.70 | 9 | Yes | Excluded due to size and environmental constraints |

| Block | Lot | Owner | Address | Zoning | Total Acreage | Developable Acreage | Undevelopable Acreage | Planning Area | Sewer Service Area | Reason for Exclusion |
|-------|-----|-------------------------------|-----------------------|-----------------|---------------|---------------------|-----------------------|---------------|--------------------|--|
| 4010 | 1 | CSX Intermodal Inc. | West Side Avenue NB | Non-Residential | 16.16 | 0.58 | 15.59 | 9 | Yes | Excluded due to size and environmental constraints |
| 4012 | 1 | Meadows | Borough of Ridgefield | Non-Residential | 8.20 | 0.16 | 8.04 | 9 | No | Excluded due to size |
| 4014 | 6 | Hudson Transmission Part LLC | Hendricks Cswy | Non-Residential | 0.16 | 0.00 | 0.15 | 9 | Yes | Excluded due to size |
| 4014 | 7 | Outdoor Systems, Inc | Hendricks Cswy | Non-Residential | 0.02 | 0.02 | 0.00 | 9 | Yes | Excluded due to size |
| 4014 | 15 | DCT 101 RRNJ, LLC | Meadows | Non-Residential | 6.46 | 0.00 | 6.46 | 9 | Yes | Excluded due to size and environmental constraints |
| 4014 | 19 | Public Service Elec & Gas Co. | Meadows | Non-Residential | 3.22 | 0.07 | 3.15 | 9 | Yes | Excluded due to size and environmental constraints |
| 4014 | 25 | E. Hansen/G & M Development | Railroad Avenue | Non-Residential | 0.78 | 0.14 | 0.64 | 9 | Yes | Excluded due to size |
| 4016 | 1 | PSE&G Power LLC (Delaware) | Hendricks Causeway | Non-Residential | 105.47 | 45.38 | 60.09 | 9 | Yes | Excluded due to Meadowlands Zoning |

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 159-2019

WHEREAS, New Cingular Wireless PCS, LLC has requested the Borough of Ridgefield's permission for a license for the non-exclusive use of public rights of way for the purpose of owning, constructing, installing, operating and maintaining a telecommunications system; and

WHEREAS, under federal law the Borough cannot unreasonably withhold its consent; and

WHEREAS, the applicant has agreed to pay a reasonable sum to compensate for the reasonable legal and engineering costs of the Borough; and

WHEREAS, the proposed agreement is similar to agreements the Borough has reached with other telecommunication providers; and

WHEREAS, the Borough Attorney has prepared the agreement and reviewed proposed changes;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the attached Rights of Way License Agreement with New Cingular Wireless PCS, LLC be, and hereby is, approved, and the Mayor and the Borough Clerk be, and hereby are, authorized and directed to execute same on behalf of the Borough.

COUNCIL VOTE – TO TABLE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

TABLED:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

RIGHTS-OF-WAY LICENSE AGREEMENT

THIS RIGHTS-OF-WAY LICENSE AGREEMENT (“License Agreement”) is dated _____, 2019 (the “Effective Date”), and entered into by and between the Borough of Ridgefield (“Municipality”), a New Jersey municipal corporation, having its address at 604 Broad Avenue, Ridgefield, New Jersey, 07657, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (“Licensee”), having a mailing address located at 575 Morosgo Drive, Atlanta, GA 30324.

RECITALS

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

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

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

WHEREAS, it is in the best interests of the Borough and its citizenry for the Borough to grant consent to Licensee to occupy said Public Rights-of-Way within the Borough for the purposes of this License Agreement; and

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

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

Section 1. Definitions.

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

Section 2. Grant of Consent.

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

Section 3. Engineering Review.

This grant of consent is contingent upon the review and approval by the Borough’s Engineer of the route selected and any further information in connection with the construction to be performed by Licensee, its employees, agents, and subcontractors. Licensee agrees to provide such other and further information as the Borough Engineer may reasonably require. The Borough Engineer will review this matter as quickly as possible, and will not unreasonably withhold, condition, or delay the Engineer’s consent to the approval.

Section 4. Public Purpose.

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Licensee to occupy said Public Rights-of-Way within the Municipality for this purpose.

Section 5. Construction.

Any construction to be undertaken for the purposes described herein shall require 24 hour prior notice by Licensee to the Municipality. Licensee shall fully describe the construction to be undertaken and shall coordinate and work with the appropriate Municipal departments(s) before scheduling and commencing any construction. Licensee shall be required to obtain any and all approvals, licenses, permits or other similar forms of approval as required by law. Prior to commencing any excavation work, Licensee or its authorized contractor shall obtain a road opening permit from the Municipality. The initial project under this License Agreement shall apply to the Public Rights-of-Way described in Schedule A hereto. Should Licensee in the future wish to initiate other projects, Licensee will give the Municipality advance written notice, describing the proposed route, to the Mayor and Council of the Municipality, with a copy to the Municipal Attorney and a copy to the Municipal Engineer, at least thirty (30) days before it wishes to initiate the new project. The Municipality agrees to allow Licensee to undertake the new projects subject to the reasonable and lawful approval of the Municipal's Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 6. Scope of License Agreement.

Any and all rights expressly granted to Licensee under this License Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this License Agreement shall be deemed to grant, convey, create or vest in Licensee a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of existing Utility Poles, which shall be the sole responsibility of Licensee to undertake and obtain and which Municipality will timely cooperate with Licensee to obtain same, the Municipality hereby authorizes and permits Licensee

to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies or to be constructed by Licensee located within the Public Rights-of-Way as may be permitted by the public utility company or property owner, as the case may be.

Section 7. Compliance with Ordinance.

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

Section 8. Municipal Costs.

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

Section 9. Duration of Consent.

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

Section 10. Withdrawal of Consent and Termination of License.

In the event that during the term of this License Agreement the Municipality shall (1) require the use of, and/or access to or through, the Public Rights-of-Way to which this License Agreement applies, for municipal purposes, and (2) such required use and/or access by the Municipality is incompatible with the rights granted to Licensee by this License Agreement, then the Municipality shall have the right, in its sole and exclusive discretion to terminate the License Agreement granted herein upon six (6) months written notice to Licensee at the address set forth herein. In the event of such notice, Licensee shall, on or before the expiration of the six (6) month anniversary date from the date of the written notice, remove its facilities at its sole cost and

expense, and restore the Public Rights-of-Way to the condition existing prior to the grant of the License Agreement, reasonable wear and tear excepted. In the event the Municipality exercises its right pursuant to this paragraph of the License Agreement, the Municipality agrees that it will reasonably cooperate with Licensee in exploring the grant of other and further licenses to Licensee through Public Rights-of-Way as an alternative to the license being terminated.

Section 11. Indemnification.

Licensee, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities to the extent claiming to be or being harmed as a result of Licensee's actions under this License Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connections with Licensee's activities pursuant to the rights granted in this License Agreement.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, UNDER ANY STATUTE, WARRANTY, PROVISION OF INDEMNITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES SUFFERED BY THE OTHER PARTY OR ANY CUSTOMER OR THIRD PARTY OR ANY OTHER PERSON FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES OF SUCH PARTY'S CUSTOMERS, ADVERTISERS, USERS, CLIENTS, LICENSEES, CONCESSIONAIRES, OR ANY OTHER PERSON, FIRM, OR ENTITY, AND THE PARTIES AGREE TO INDEMNIFY AND HOLD EACH OTHER HARMLESS IN SUCH REGARD.

Section 12. Notices.

All notices or other correspondence required or permitted to be given in connection with this License Agreement shall be in writing and delivered by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ____; Cell Site Name: ____ (NJ)
Fixed Asset #: _____
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: ____; Cell Site Name: ____ (NJ)
Fixed Asset #: _____
208 S. Akard Street
Dallas, TX 75202-4206

To the Municipality: Borough of Ridgefield
604 Broad Avenue
Ridgefield, New Jersey 07657
Attention: Municipal Clerk

Section 13. Liability Insurance.

Licensee shall at all times maintain commercial liability insurance of Six Million Dollars (\$6,000,000.00) per occurrence and in the aggregate covering liability for death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein).

Prior to the commencement of any work pursuant to this License Agreement, Licensee shall file with the Municipality Certificates of Insurance with endorsements evidencing the required coverage. Licensee may self-insure any required coverage.

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

Section 14. Assignment.

Licensee may not assign this License Agreement without the written consent of the Municipality, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this License Agreement may be assigned by Licensee to its principal affiliates, subsidiaries or to any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger,

acquisition or other business reorganization without the consent of the Municipality. Licensee shall not be relieved of its liability under this Licensee Agreement until such assignment is approved by the NJBPU, and the assignee signs an assumption agreement in a form reasonably acceptable to the Municipality.

Section 15. Successors and Assigns.

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

Section 16. Governing Law.

This License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of small cells on city infrastructure or in the right of way, that differ, in any material respect from the terms of this License Agreement (“New Law”), then either party may, upon thirty (30) days written Notice, require that the terms of this License Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon new terms within 90 days after notice, then the rates contained in the New Law shall apply from the 90th day forward until the negotiations are completed, or a party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

Section 17. Incorporation of Prior Agreements.

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

Section 18. Modification of Agreement.

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

Section 19. Invalidity.

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

Section 20. Counterparts.

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

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

New Cingular Wireless PCS, LLC,
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

Witness:

Print Name: _____

Dated: _____

Dated: _____

BOROUGH OF RIDGEFIELD

Witness

Mayor Anthony R. Suarez

Linda Silvestri, Borough Clerk

Dated: _____

Dated: _____

EXHIBIT A
INITIAL PROJECT

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting April 22, 2019

Presented by Councilman Castelli

RESOLUTION NO. 160-2019

A RESOLUTION DETERMINING THAT THE PROPERTIES IDENTIFIED AS BLOCK 2801 LOT 1 AND A DESIGNATED PORTION OF BLOCK 905 LOT 1 AND BLOCK 906 LOT 1, AND A PORTION OF THE PAPER STREET VIRGIL AVENUE BE DESIGNATED AS A NON-CONDEMNATION REDEVELOPMENT AREA IN ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 *ET SEQ.*

AND

A RESOLUTION AUTHORIZING DMR ARCHITECTS, PC PREPARE A REDEVELOPMENT PLAN PURSUANT TO N.J.S.A. 40A:12A-7 *ET SEQ.*

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* ("Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, on May 16, 2018, the Council of the Borough of Ridgefield ("Council") adopted Resolution No. 181-2018 authorizing and directing the Planning Board of the Borough ("Board") to conduct a preliminary investigation to determine whether certain properties, identified as: (i) Block 2801 Lot 1, commonly known as 604 Broad Avenue on which the Borough Hall is located; and (ii) the western portions of Block 905 Lot 1 and Block 906 Lot 1, the said portions of both Lots being investigated being bounded on the north by Ray Avenue, on the west by Shaler Boulevard, the south by Slocum Avenue and on the east by Wolf Creek; or any portions thereof ("Study Area"), meet the criteria set forth in the Redevelopment Law and should be designated as a Non-Condemnation Redevelopment Area, as that term is defined by the Redevelopment Law; and

WHEREAS, the aforelisted properties of the Study Area are owned by the Borough; and

WHEREAS, the Board conducted a preliminary investigation of the Study Area to determine whether it should be designated as a Non-Condemnation Redevelopment Area in accordance with the criteria and procedures set forth in N.J.S.A. 40A:12A-5 and 40A:12A-6; and

WHEREAS, as part of its preliminary investigation, the Board caused Francis Reiner, PP, DMR Architects, PC, the Borough and the Planning Board's Consulting Planner, to prepare an Area In Need of Redevelopment Investigation Study ("Area in Need Study") Report, dated January

2019, for the Board for its consideration in determining whether the Study Area should be designated a Non-Condensation Redevelopment Area; and

WHEREAS, in addition to the foregoing, Mr. Reiner prepared a map showing the boundaries of the proposed redevelopment area and locations of the parcels of property included therein, along with a statement setting forth the basis for its investigation in accordance with N.J.S.A. 40A:12A-6(b)(1); and

WHEREAS, a public hearing was conducted by the Board on April 9, 2019, with notice having been properly given pursuant to N.J.S.A. 40A:12A-6(b)(3); and

WHEREAS, at the public hearing, the Board reviewed the Area in Need Study, the map and associated documents, and heard testimony from Mr. Reiner; and

WHEREAS, at the public hearing, members of the general public were given an opportunity to be heard and to address questions to the Board concerning the potential designation of the Study Area as a Non-Condensation Redevelopment Area; and

WHEREAS, after completing its investigation and public hearing on this matter, the Board concluded that there was sufficient credible evidence to support findings that satisfy the criteria set forth in the Redevelopment Law, particularly at N.J.S.A. 40A:12A-5 et seq., for designating the Study Area as a Non-Condensation Redevelopment Area and that said designation is necessary for the effective redevelopment of the area comprising the Study Area; and

WHEREAS, in accordance with the Redevelopment Law and as memorialized by Resolution, dated April 9, 2019, the Planning Board has recommended to the Borough Council that: (i) Block 2801 Lot 1, commonly known as 604 Broad Avenue on which the Borough Hall is located; and (ii) the western portions of Block 905 Lot 1 and Block 906 Lot 1, the said portions of both Lots being investigated being bounded on the north by Ray Avenue, on the west by Shaler Boulevard, the south by Slocum Avenue and on the east by Wolf Creek; or any portions thereof ("Study Area"), be designated as a Non-Condensation Redevelopment Area; and

WHEREAS, the Borough Council considered the Planning Board's recommendation at its regularly scheduled public meeting on April 22, 2019; and

WHEREAS, in order to effectuate the Borough's designation of the Study Area as an Area in Need of Redevelopment, the preparation of a Redevelopment Plan is required and a referral of same, upon its completion, to the Planning Board for its recommendation concerning the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that:

1. The Council hereby accepts the recommendation from the Planning Board of the Borough of Ridgefield, as set forth in its Resolution, adopted at the Planning Board public meeting on April 9, 2019, attached hereto and incorporated herein by reference,

and finds that: (i) Block 2801 Lot 1, commonly known as 604 Broad Avenue on which the Borough Hall is located; and (ii) the western portions of Block 905 Lot 1 and Block 906 Lot 1, the said portions of both Lots being investigated being bounded on the north by Ray Avenue, on the west by Shaler Boulevard, the south by Slocum Avenue and on the east by Wolf Creek; or any portions thereof ("Study Area"), as shown on the official tax map of the Borough, that the said designated area deemed to be a Non-Condemnation Redevelopment Area pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*

2. The Council hereby declares that: (i) Block 2801 Lot 1, commonly known as 604 Broad Avenue on which the Borough Hall is located; and (ii) the western portions of Block 905 Lot 1 and Block 906 Lot 1, the said portions of both Lots being investigated being bounded on the north by Ray Avenue, on the west by Shaler Boulevard, the south by Slocum Avenue and on the east by Wolf Creek; or any portions thereof ("Study Area"), as shown on the official tax map of the Borough, shall be deemed to be a Non-Condemnation Redevelopment Area pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*

BE IT FURTHER RESOLVED, that the Clerk of the Borough shall forthwith transmit a copy of the within Resolution to the Commissioner of the Department of Community Affairs for review.

BE IT FURTHER RESOLVED, that properties hereinabove so designated as an area-in-need of redevelopment are owned by the Borough and, thus, there is no obligation to serve the property owner(s) (i.e., the Borough) with the Council's within determination and declaration.

BE IT FURTHER RESOLVED, that the Borough hereby authorizes DMR Architects, PC to work with the Borough Council and draft a Redevelopment Plan for the properties designated as an area-in-need of redevelopment herein, which upon completion, shall be transmitted to the Planning Board pursuant to N.J.S.A. 40A:12A-7e, for a report containing its recommendation concerning the Redevelopment Plan.

BE IT FURTHER RESOLVED, that the Borough has heretofore, by Resolution No. 181-2018, at its public meeting on May 16, 2018, approved DMR Architects' proposal, dated May 14, 2018, for these services, said Resolution and proposal being attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Borough hereby reserves all other authority and powers granted to it under the Redevelopment Law; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | X | | | |
| Penabad | X | | | |
| Shim | X | | | |
| Jimenez | X | | | |
| Kontolios | X | | | |
| Larkin | X | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk