

BOROUGH OF RIDGEFIELD

A G E N D A

Special Public and Executive Session Meeting of the Mayor and Council

Date: December 21, 2015

Open Public Meetings Statement by Mayor Suarez

Public Session: 5:30 P.M. C.T.O.: 5:40 P.M. Adjourn: 5:41 P.M

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

Executive Session: C.T.O.: 5:41 P.M. Adjourn: 5:48 P.M.

Public Session #2 C.T.O.: 5:48 P.M. Adjourn: 5:51 P.M.

Pledge of Allegiance

Citizens Comment on Agenda: NONE

RESOLUTIONS:

- 305-2015 Councilman Penabad Authorize Short Term Disability Plan
306-2015 Councilman Acosta Limousine License
307-2015 Councilman Castelli Approve Agreement with Bell Drive SG, LLC
308-2015 Councilman Acosta Hire DPW Seasonal Employee-Cancian

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

ROLL CALL-PUBLIC SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Acosta, Penabad, Shim, Todd, Vincentz.

ROLL CALL-EXEC. SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Acosta, Penabad, Shim, Todd, Vincentz.

Respectfully submitted,

Linda M. Silvestri, RMC
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 21, 2015

Presented by Councilman Penabad

RESOLUTION NO. 305-2015

WHEREAS, the Borough of Ridgefield currently offers its employees a self-funded short term disability plan; and

WHEREAS, the Borough's Risk Manager has recommended the Borough purchase a short term disability plan from Unum Life Insurance Company of America.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that the Borough enters into an agreement with Unum Life Insurance Company of America to provide a short term disability plan for the Borough of Ridgefield at the annual rate of \$25,646.52 for the period of January 1, 2016-December 31, 2016.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the attached Short Term Disability Reimbursement Agreement.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

SHORT TERM DISABILITY REIMBURSEMENT AGREEMENT

The following provisions are agreed to by and between Unum Life Insurance Company of America (hereinafter the "Company") and Boro Of Ridgefield, an employer located in the State of New Jersey (hereinafter the "Policyholder"), insured under Group Short Term Disability Policy No.

(the "Policy"), effective January 1, 2016.

1. **Tax Treatment of Benefit:** Policyholder will request short term disability reimbursement only if the employer has paid a benefit in accordance with this agreement and the benefit payment with the same taxability as the benefit under the policy. The Policyholder is responsible for accurate reporting of the taxes on a pre-paid benefit for which it is requesting reimbursement.
2. **Benefit Payments:** During the period of time that a claim under the Policy is pending, the Policyholder shall be reimbursed by the Company in the amount of the benefit payable under the Policy to an insured employee if:
 - (a) the Policyholder continues to pay the insured employee's salary, and that payment exceeds any obligation that the Policyholder has to the insured employee by at least the amount of the benefit payable under the Policy,
 - (b) the Company determines, in its sole discretion, that a weekly benefit under the Policy is payable to the insured employee for the period of time the Policyholder continued the insured employee's salary, and
 - (c) the Company has not otherwise provided benefits under the Policy directly to the insured employee for the same time period.

Such payment by the Policyholder to an insured employee shall be considered an advance of short term disability benefits due under the Policy, subject to reimbursement by the Company. If an insured employee requests, in writing, the direct payment of benefits, Unum shall make subsequent benefit payments in accordance with the insured employee's request and notify Policyholder.

Policyholder may request that the reimbursement of benefits for the duration of the claim or for a limited period. Policyholder may request a different duration with 30 days advanced notice. Policyholder has initially requested:

All Benefit Period: Policyholder expects to pre-pay *STD benefits for the full duration of the claim.*

Limited Benefit Period: *Policyholder expects to pre-pay STD benefits for a limited duration (i.e., one that coincides with the Policyholder's salary continuation payments) with payments to the employee directly for the remaining duration of the claim.*

3. **Claims Determinations:** The Company will make the final decision about the eligibility and amount of benefits due under the Policy. The Policyholder is not entitled to be reimbursed for any amount that is not authorized by the Company.
4. **Evidence of Payment:** Policyholder shall provide Company, upon request, with documentation showing that the Policyholder has made sufficient payment to the insured employee for the period of time subject to reimbursement.
5. **Indemnification:** The Policyholder shall indemnify the Company and hold the Company, its directors, officers, employees, and agents harmless against any claim, loss, liability, suit or judgment (including attorneys' fees and cost of defense or investigation related thereto) that arises as a result of the Policyholder's obligation to pay benefits under the Policy on behalf of the Company. In addition, the Policyholder shall indemnify the Company against any claim by an insured employee for benefits under the Policy that have been paid by the Policyholder and reimbursed by the Company. This provision shall survive termination.

6. **Termination:** This Agreement may be terminated by either the Policyholder or the Company upon 31 days advance written notice of the effective date of termination, and shall terminate automatically on the date the Policy terminates. Such termination shall not relieve the Company of its obligation to reimburse the Policyholder for any eligible advance benefit payments as described in Section 1 above, for disabilities occurring prior to the date the Policy terminates, unless otherwise required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, by and through their authorized representatives, on the date indicated next to their signatures.

Unum Life Insurance Company of America

Boro of Ridgefield

By: _____ Its: _____ Date: _____

By: _____ Its: _____ Date: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 21, 2015

Presented by Councilman Acosta

RESOLUTION NO. 306-2015

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

KANG W. LEE

in accordance with Ordinance No. 1558.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 21, 2015

Presented by Councilman Castelli

RESOLUTION NO. 307-2015

WHEREAS, the Borough of Ridgefield previously adopted Ordinance No. 2281, providing for the exchange of certain lands with Sitex Group, LLC, including payment to the Borough of certain additional cash consideration besides the exchange of the land specified in the Ordinance; and

WHEREAS, as part of its due diligence, the Borough had determined that it does not wish to accept title to Block 2401, Lot 5, but rather to receive a cash consideration in an amount equal to at least the value of Block 2401, Lot 5; and

WHEREAS, the Borough Attorney has determined that in order to accomplish same, it is necessary that the Borough execute the attached Agreement with Bell Drive SG, LLC, the commonly owned related entity and assignee of Sitex Group, LLC; and

WHEREAS, it is in the best interests of the Borough that it enter into the Agreement attached hereto;

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

1. The Mayor and Council does approve the Agreement with Bell Drive SG, LLC, the successor in interest to Sitex Group, LLC attached hereto as Exhibit A.
2. The Mayor and Borough Clerk be, and hereby are, authorized to execute same on behalf of the Borough.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri, Borough Clerk

THIS AGREEMENT (the “**Agreement**”) is made this _____ day of December 2015 between the **Borough of Ridgefield**, a municipal corporation of the State of New Jersey, having offices located at 604 Broad Avenue, Ridgefield, New Jersey 07657 (“**Borough**”), and **Bell Drive SG, LLC**, having an office located at c/o Sitex Group, LLC, 140 Broadway, Suite 2430, New York, New York 10005 (“**Sitex**”). (Borough and Sitex hereinafter collectively referred to as the “**Parties**”).

WHEREAS, the Borough adopted Ordinance No. 2281 at its meeting held on June 22, 2015, which Ordinance authorized an exchange of lands between the Parties pursuant to its terms (the “**Ordinance**”); and

WHEREAS, the Ordinance was adopted pursuant to, and consistent with, the provisions of N.J.S.A. 40A:12-16; and

WHEREAS, Bell Drive SG, LLC (Sitex) is the commonly owned related entity and assignee of Sitex Group, LLC which is the party identified as the contract-purchaser in the Ordinance; and

WHEREAS, the Ordinance, among its various terms and conditions, provides that the Borough would be conveyed the property known as Block 2401, Lot 5 on the official tax map of the Borough (“**Lot 5**”), along with properties known as Block 2902, Lot 10, on the official tax map of the Borough (“**Lot 10**”) and Block 2902, Lot 11, on the official tax map of the Borough (“**Lot 11**”), and would be paid an additional cash consideration in the amount of Five Hundred Thousand Dollars (\$500,000.00), which in the aggregate constituted consideration paid to the Borough in the amount of at least Six Hundred Seventy Thousand Dollars (\$670,000.00) (the “**Total Consideration**”), in exchange for Sitex being conveyed the property owned by the Borough and known as Block 2402, Lot 1, on the official tax map of the Borough (“**Borough Parcel**”); and

WHEREAS, the Borough has developed concerns regarding the long term operation and maintenance costs related to the environmental remediation of Lot 5 and believes therefore it is advisable that the Borough not accept title to that property; and

WHEREAS, the Borough wishes to amend the form of payment of a portion of the Total Consideration to be received by the Borough by receiving a like-kind cash payment at least equivalent to the value of Lot 5 which the Parties determine to be Eighty Thousand Dollars (\$80,000.00), in lieu of receiving title to Lot 5; and

WHEREAS, the Ordinance authorizes the Borough to execute such other and further documents in connection with the exchange of lands authorized by the Ordinance as may be deemed necessary by the Borough Attorney;

NOW, THEREFORE, the Parties, in consideration of mutual promises and covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. The form of payment of a portion of the Total Consideration to be received by the Borough is modified as follows: the Borough will receive a like-kind cash payment equivalent to at least the value of Lot 5 under the Ordinance, which the Parties determine to be Eighty Thousand Dollars (\$80,000.00), in lieu of receiving title to Lot 5.

2. The Total Consideration of at least Six Hundred Seventy Thousand Dollars (\$670,000.00) required under the Ordinance will be paid to the Borough in the following manner: the Borough will be conveyed Lots 10 and 11 and will be paid additional cash consideration in the amount of Five Hundred Eighty Thousand Dollars (\$580,000.00).

3. Each and every other term and condition of the Ordinance shall remain unmodified and in full force and effect.

4. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic means shall be binding and enforceable for all purposes.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

BELL DRIVE SG LLC

A Delaware Limited Liability Company

By: BDSRG LLC, A Delaware Limited Liability Company
its sole member

By: _____
Brian Milberg
Title: Manager

BOROUGH OF RIDGEFIELD

By: _____
Anthony R. Suarez
Title: Mayor

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 21, 2015

Presented by Councilman Acosta

RESOLUTION NO. 308-2015

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

ALEX CANCIAN

be hired as a Seasonal DPW employee at the hourly rate of \$11.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 21, 2015

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk