

## **AGENDA**

REGULAR MEETING, THURSDAY, MAY 26, 2011 AT 7:00 P.M. OR AS SOON  
THEREAFTER AT BOROUGH HALL

### **OPEN PUBLIC MEETINGS ACT.**

BOROUGH CLERK: this meeting is being held in accordance with the rules and regulations of the Open Public Meetings Act of the State of New Jersey. Adequate notice of this meeting was provided by forwarding a Sunshine notice which included the time, date and location of this public meeting of the Mayor and Council.

### **ROLL CALL:**

COUNCIL MEMBERS: Councilman Yampaglia, Councilman Bianchi, Councilman Hughes, Councilman Johnson, Councilman Tanelli and Councilman Kearney

ALSO PRESENT: Mayor Peter C. Massa, Borough Clerk, Terence M. Wall, Borough Attorney, Randy Pearce

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENTS**

### **MOTION TO CLOSE PUBLIC COMMENTS**

INTRODUCED BY: Councilman Hughes  
SECONDED BY: Councilman Tanelli  
ROLL CALL: All Council present vote in the affirmative

### **RESOLUTIONS ON CONSENT**

R-144-11 RESO RE: AUTHORIZATION TO PAY CLAIMS

R-145-11 RESO RE: MEMBERSHIP INTO THE NORTH ARLINGTON FIRE DEPARTMENT

R-146-11 RESO RE; (CHANGE ORDER NO. 1) RIDGE ROAD STREETSCAPE PHASE III

R-147-11 RESO RE: APPROVAL OF 2011 BUSINESS LICENSES

INTRODUCED BY: Councilman Hughes  
SECONDED BY:  
ROLL CALL: All council present vote in the affirmative

148-11 RESO RE: AGREEMENT FOR PROFESSIONAL SERVICES FOR 2011 CDBG MUNICIPAL RESURFACING PROGRAM, 5<sup>TH</sup> STREET, BRANDENBURG PLACE AND UNION PLACE

INTRODUCED BY: Councilman Tanelli  
SECONDED BY: Councilman Bianchi  
ROLL CALL: All Council present vote in the affirmative

R-150-11 RESO RE: TEMPORARY BUDGET AMENDMENT

INTRODUCED BY: Councilman Hughes  
SECONDED BY: Councilman Kearney  
ROLL CALL:

AYES: Councilman Yampaglia, Councilman Bianchi, Councilman Hughes, Councilman Johnson, Councilman Kearney

NAY: Councilman Tanelli

**ORDINANCES**

**SECOND READING AND ADOPTION OF ORDINANCES**

**ORDINANCE NO. 2075**

**AN ORDINANCE REGARDING OUTDOOR DUMPSTERS AND OTHER REFUSE CONTAINERS AS REQUIRED BY THE STORMWATER MANAGEMENT ANNUAL REPORT**

**MOTION TO OPEN PUBLIC HEARING ON ORDINANCE NO. 2075 TO THE PUBLIC**

INTRODUCED BY: Councilman Tanelli  
SECONDED BY: Councilman Yampaglia  
ROLL CALL: All Council present vote in the affirmative

**MOTION TO CLOSE HEARING AND ADOPT**

INTRODUCED BY: Councilman Tanelli  
SECONDED BY: Councilman Yampaglia  
ROLL CALL: All Council present vote in the affirmative

**ORDINANCE NO. 2076**

**AN ORDINANCE TO AMEND CHAPTER 187 §9(B) OF THE CODE OF THE BOROUGH OF NORTH ARLINGTON ENTITLED “VEHICLES AND TRAFFIC”**

**MOTION TO OPEN PUBLIC HEARING ON ORDINANCE NO. 2076 TO THE PUBLIC**

INTRODUCED BY: Councilman Tanelli  
SECONDED BY: Councilman Bianchi  
ROLL CALL: All Council present vote in the affirmative

**MOTION TO CLOSE HEARING AND ADOPT**

INTRODUCED BY: Councilman Yampaglia  
SECONDED BY: Councilman Bianchi  
ROLL CALL: All Council present vote in the affirmative

**ORDINANCE NO. 2077**

**AN ORDINANCE TO AMEND CHAPTER 187 §9(B) OF THE CODE OF THE BOROUGH OF NORTH ARLINGTON ENTITLED “VEHICLES AND TRAFFIC”**

**MOTION TO OPEN PUBLIC HEARING ON ORDINANCE NO. 2077 TO THE PUBLIC**

INTRODUCED BY: Councilman Tanelli  
SECONDED BY: Councilman Bianchi  
ROLL CALL: All Council present vote in the affirmative

George McDermott – 216 Rutherford Place

With all due respect Mayor and Council members going through these motions and just listing off numbers has no benefit for the public they have no idea what these ordinances are for unless there here particularly just on that item nobody knows what it is. I request that for future reference give an explanation of what these are for, so if anybody does what to stand up and say something or be heard they know why. Thank you.

Mayor Massa – Mr. Dermott the ordinance are published and are available from the Borough Clerks office if anyone wishes to read them ahead of time they have that ability to do that.

### **MOTION TO CLOSE HEARING AND ADOPT**

INTRODUCED BY: Councilman Tanelli  
SECONDED BY: Councilman Kearney  
ROLL CALL: All Council present vote in the affirmative

### **ORDINANCE**

### **FIRST READING OF ORDINANCES**

### **ORDINANCE NO. 2078**

AN ORDINANCE TO AMEND CHAPTER 187 §9(B) OF THE CODE OF THE BOROUGH OF NORTH ARLINGTON ENTITLED “VEHICLES AND TRAFFIC

INTRODUCED BY: Councilman Bianchi  
SECONDED BY: Councilman Tanelli  
ROLL CALL: All Council present vote in the affirmative

Councilman Tanelli – i want to address Mr. McDermott for a second. We usually give the summary on the first reading, tells you where the handicapped was, some of the Ordinances are very lengthy, so to sit here and try and read them when we do the adoption were hoping that the people know about the Ordinance, will go up and read it after we do a summary on the first reading, We are hoping that if it is your area you are going to go up and usually posted on the board at least to get a review or inquire about it. Some of these are so lengthy to sit here and read through everyone of these Ordinances it will take all night. I know that does not help you, you want to know when you are here at night specific Ordinance that we are passing that the explanation, some are very lengthy.

Councilman Bianchi – In the case of Mr. McDermott I think that it is a good idea that he got a good point and I think that the last 3-1/2 years when we are reading these Ordinances

### **ADMINISTRATORS REPORT**

### **ENGINEERS REPORT**

### **COUNCIL REPORTS**

COUNCILMAN YAMPAGLIA

COUNCILMAN BIANCHI

COUNCILMAN HUGHES

COUNCILMAN JOHNSON

COUNCILMAN KEARNEY

COUNCILMAN TANELLI

MAYOR MASSA

R- 149-11 EXECUTIVE SESSION

INTRODUCED BY: Councilman Tanelli

SECONDED BY: Councilman Hughes

ROLL CALL: All Council present vote in the affirmative

MOTION TO RETURN TO THE REGULAR ORDER OF BUSINESS

INTRODUCED BY: Councilman Tanelli

SECONDED BY: Councilman Bianchi

ROLL CALL: All Council present vote in the affirmative

**ADJOURNMENT:**

MOTION TO ADJOURN

INTRODUCED BY: Councilman Tanelli

SECONDED BY: Councilman Kearney

ROLL CALL: All Council present vote in the affirmative

(\*AGENDA IS SUBJECT TO CHANGE AS A RESULT OF THE MATTERS NOT KNOWN AT THE TIME OF PRINTING)

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
YAMPAGLIA			X			
BIANCHI			X			
HUGHES	X		X			
JOHNSON			X			
TANELLI			X			
KEARNEY			X			
MASSA						
TOTAL						
ON CONSENT AGENDA <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

R-144-11

RESO RE: AUTHORIZATION TO PAY CLAIMS

WHEREAS, There has been presented to the Mayor and Council Members of the Borough of North Arlington, the attached list of invoices requesting payment for the work, labor, services and materials to the Borough; and

WHEREAS, said attached list specify the exact line item in the budget or Ordinance to be charged therewith: \$ 327,747.22

WHEREAS, each of the purchases by said invoices have been duly authorized by the purchasing department, agent or office in respect to the goods and services received, as well as the Chief Financial Officer in regard to availability of funds;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of North Arlington, that the CFO is hereby authorized to pay the claims.

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
YAMPAGLLIA			X			
BIANCHI			X			
HUGHES	X		X			
JOHNSON			X			
TANELLI			X			
KEARNEY			X			
MASSA						
TOTAL						
ON CONSENT AGENDA ___X___ YES _____ NO						

R-145-11

RESO RE: MEMBERSHIP INTO THE NORTH  
ARLINGTON FIRE DEPARTMENT

BE IT RESOLVED by the Mayor and Council of North Arlington that after a meeting of the Board of Fire Officers, application for membership was approved for

Ryan Mitchell - Eagle Truck Company #3.

Branden Lauer – Eagle Truck Company #3

John Gaffey – Eagle Truck Company #3

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
YAMPAGLLIA			X			
BIANCHI			X			
HUGHES	X		X			
JOHNSON			X			
TANELLI			X			
KEARNEY			X			
MASSA						
TOTAL						
ON CONSENT AGENDA <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

R-146-11

RESO RE: CHANGE ORDER NO. 1 RIDGE ROAD  
STREETSCAPE PHASE III

BE IT RESOLVED by the Mayor and council of the Borough of North Arlington of Bergen County, New Jersey upon the recommendation of the Borough Engineer that the NJDOT Change Order for the contract listed below be and is hereby approved.

NEA FILE #: NARLMUN09.014

TITLE OF JOB – Ridge Road Streetscape – Phase III

CONTRACTOR – Reggio construction, 1575 West Street, Fort Lee, NJ 07024

CHANGE ORDER NO. – 1(inclusive of NJDOT Change Order 1 & 2

AMOUNT OF CHANGE THIS RESOLUTION -\$4,450.00 (-0.99% decrease)

This Resolution to take effect upon certification by the Borough Treasurer that sufficient funds are available.

DATED: May 26, 2011

CERTIFIED: \_\_\_\_\_  
James Mangin, Treasurer

DATED: May 26, 2011

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

I, Terence Wall, Clerk of the Borough of North Arlington, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of North Arlington at a regular meeting held May 26, 2011.

DATED: May 26, 2011

\_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
YAMPAGLLIA			X			
BIANCHI			X			
HUGHES	X		X			
JOHNSON			X			
TANELLI			X			
KEARNEY			X			
MASSA						
TOTAL						
ON CONSENT AGENDA <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

R-147-11

RESO RE: APPROVAL OF 2011 BUSINESS LICENSES

BE IT RESOLVED by the Mayor and Council of the Borough of North Arlington hereby approve the business licenses listed for the year 2011.

**BUSINESS LICENSES**

**Restaurant/Food Service Licenses - #0206 - \$50.00**

<u>Name</u>	<u>Address</u>	<u>Payment</u>	<u>Date</u>
Hung Lee Restaurant	2 Ridge Road	\$50.00	3/21/11
Boston Market	491 Ridge Road	\$50.00	5/20/11

**Mechanical/Juke Box Licenses - #0210 & #0215**

<u>Name</u>	<u>Address</u>	<u>Payment</u>	<u>Date</u>
O'Neill's Pub	14 Ridge Road	\$175.00	4/8/11

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
YAMPAGLLIA			X			
BIANCHI		X	X			
HUGHES			X			
JOHNSON			X			
TANELLI	X		X			
KEARNEY			X			
MASSA						
TOTAL						
ON CONSENT AGENDA ____ YES ____X__ NO						

R-148-11

RESO RE: AGREEMENT FOR PROFESSIONAL SERVICES FOR 2011 CDBG MUNICIPAL RESURFACING PROGRAM, 5<sup>TH</sup> STREET, BRANDENBURG PLACE AND UNION PLACE

BE IT RESOLVED by the Mayor and Council of the Borough of North Arlington, Bergen County, New Jersey that Neglia Engineering is hereby authorized to provide Surveying, Engineering and Construction Management Services for 5<sup>th</sup> Street, Brandenburg Place, Union Place

(See attached Scope of Services)

This agreement when approved by the Borough of North Arlington will be completed on a lump sum basis for a cost of Thirteen Thousand Dollars and Zero Cents (\$13,180.00) representing Professional services for surveying, design permitting, contract documents preparation, bidding and construction management. This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions.

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

CERTIFICATION

I, Terence M. Wall, Borough Clerk of the Borough of North Arlington, Bergen County, New Jersey, do hereby certify that the foregoing resolution was adopted by the Mayor and Council of the Borough of North Arlington, at a regular meeting held May 26, 2011.

\_\_\_\_\_  
Terence M. Wall, Borough Clerk

This agreement, when approved by **Borough of North Arlington** will be completed on a lump sum basis for a cost of **Thirteen Thousand One Hundred Eighty Dollars and Zero Cents (\$13,180.00)** representing Professional Services for surveying, design, permitting, contract documents preparation, and bidding. This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions.

## **I. BACKGROUND**

Neglia Engineering Associates under this proposal will survey the limits of the proposed improvements along the entire length of 5<sup>th</sup> Street (Wilson Place to Jauncey Avenue), Brandenburg Place (5<sup>th</sup> Street to 6<sup>th</sup> Street), and Union Place (Belleville Turnpike to Dead End). We will design these improvements, prepare plans and specifications, submit our design to the Borough and County for approval and will assist the Borough of North Arlington in publicly bid these improvements. Please note that this proposal does not include constructions management services, and a separate proposal will be submitted to the Governing Body once the project is bid and awarded.

## **II. SCOPE OF SERVICES**

### **A. Surveying**

Neglia Engineering Associates shall utilize tax map information to determine the street Right-of-Ways for the proposed improvements. No corner markers shall be set in accordance with this survey. We will prepare a topographic survey in accordance with the rules and regulations of the New Jersey State Board of Professional Engineers and Land Surveyors (NJAC 13:40-5.1).

We anticipate all improvements will be performed within the Borough's right-of-way. The locations of utilities are to be determined by field evidence and record documents supplied by the utility companies. No certification is made by Neglia Engineering Associates as to the accuracy and / or completeness of said utility information, if any, provided by others, nor as to the actual location of these or any other underground utilities or structures.

The horizontal datum shall be based upon the requirements of the Borough. The vertical datum will be an assumed datum. The limit of area to be surveyed shall be limited within the Borough's right-of-way, with a 10-foot (approximately) overlap along any sites that may potentially require improvements outside of the right-of-way. The survey will also include bounding roadways from curblines to curblines along the frontage. The topographic information will be collected by means of on-site field surveying methods.

### **B. Preliminary & Final Drawings**

We will prepare construction plans for public bidding. We anticipate preparing the following land development plans:

- a. Cover Sheet / Key Map
- b. Construction Plan
- c. Construction Details Plan

In addition, Neglia Engineering Associates will prepare a set of site/civil technical specifications for the project along with a construction quantity estimate for the site/civil portion of the said project.

### **C. Meetings**

We will attend meetings throughout all stages of the project as required (client, and regulatory agencies). We have included one (1) project team meetings as part of the scope and budget for this project. Additional meetings will be billed in accordance with attached Schedule of Fees on an hourly basis.

**D. Bid Tabulation and Review**

We will prepare a final engineer / construction cost estimate during the course of the project work. We will review bids and create a bid table for your use.

**E. Construction Management**

Neglia Engineering Associates has not included any services and budget for construction management services at this time. A separate proposal will be submitted once this project is publicly bid and awarded.

**III. DELIVERABLES**

We will prepare and forward one copy of the materials mentioned above to the Borough Clerk and Bergen County Community Development. See below for massing printings.

**IV. TIME FRAME**

Neglia Engineering Associates is prepared begin upon receipt of a signed copy of this agreement, and with the approval of the Governing Body. Contract documents will be ready for public bids within six (6) weeks from approval of this proposal.

**V. PAYMENTS AND COST OF SERVICES**

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project.

<b>A. Topographic Survey</b>	<b>\$6,250.00</b>
<b>B. Final Drawings</b>	<b>\$6,060.00</b>
<b>C. Bidding</b>	<b>\$ 870.00</b>
<b>TOTAL</b>	<b>\$13,180.00</b>
<b>Construction Management</b>	<b>Not Included</b>

\* We have included one (1) project team meeting as part of the scope and budget for this project. Additional meetings will be billed in accordance with attached Schedule of Fees on an hourly basis.

**VI. CONDITIONS AND EXCLUSIONS**

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey (other than mentioned above), construction stakeout or construction management service, or as-built survey work. The proposal does not include a subdivision plan.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope. It also does not include irrigation design and plans.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, buoyancy calculations, flood studies, archeological studies, buoyancy calculations, visual impact assessment, environmental remediation, mitigation, asbestos removal, septic system design, holding tank design,

pump station design, or other environmental concerns. This proposal does not include air quality studies or noise studies. This proposal does not include any NJDEP Permitting. This proposal does not include air quality studies or noise studies. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, we will contact your office should revisions be required and will inform you of a budget to complete the design changes. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

The cost of reimbursable expenses which are plan and report reproduction, express mailings / courier service, mileage and any required filing fees are not included as part of this proposal. Your office will provide filing and review fee checks as required. Plan and report reproduction along with express mailings / courier service will be billed at cost (with no markup) in addition to the lump sum budget shown on page one of this proposal.

## **VII. GENERAL TERMS AND CONDITIONS**

**ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS:** Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

**ARTICLE II - PROFESSIONAL RESPONSIBILITY:** Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

**ARTICLE III - LIMITATIONS OF LIABILITY:** The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their

subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**ARTICLE IV - INDEMNIFICATION:** If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors).

**ARTICLE V - INSURANCE:** Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

**ARTICLE VI - FORCE MAJEURE:** Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

**ARTICLE VII - TERMINATION AND SUSPENSION OF WORK:** The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

**ARTICLE VIII - REUSE OF DOCUMENTS:** All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

**ARTICLE IX - CONTROLLING LAW:** Any element of this Agreement later held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

**ARTICLE X - SUCCESSORS AND ASSIGNS:** Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect

to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

**ARTICLE XI - ARBITRATION:** All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

## **GENERAL TERMS**

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
1. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA cannot, and does not; assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time

and material or on terms that the parties mutually agree upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.

7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of **The Borough of North Arlington**. Please sign one copy of this proposal and return same to this office.

Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,  
**Neglia Engineering Associates**

Very truly yours,  
**Neglia Engineering Associates**

Michael J. Neglia, P.E., P.L.S., P.P.  
Borough Engineer  
Borough of North Arlington

Stephanie R. Santos, P.E.  
For the Borough Engineer  
Borough of North Arlington

Attachments: 2011 Municipal Rates

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2011

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NEGLIA ENGINEERING ASSOCIATES  
2011 HOURLY BILLING RATES  
MUNICIPAL RATES**

PROFESSIONAL PLANNER	\$155.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$105.00
LANDSCAPE DESIGN	\$ 95.00
COMPUTER AIDED DESIGNER	\$ 85.00
DRAFTSPERSON	\$ 55.00

PRINCIPAL	\$165.00
PRINCIPAL ENGINEER / PRINCIPAL MANAGER	\$155.00
DIRECTOR/SENIOR PROJECT MANAGER	\$150.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$135.00
SENIOR ENGINEER	\$125.00
DESIGN ENGINEER	\$ 95.00
ENGINEERING ASSISTANT	\$ 75.00

CONSTRUCTION MGMT / PROJECT COORDINATOR	\$115.00
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TECHNICAL OBSERVATION LEVEL 1	\$100.00
TECHNICAL OBSERVATION LEVEL 2	\$ 95.00
TECHNICAL OBSERVATION LEVEL 3	\$ 80.00

PRINCIPAL SURVEYOR	\$155.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$130.00
SURVEY ANALYST	\$110.00
3 MAN SURVEY CREW	\$215.00
2 MAN SURVEY CREW	\$175.00
1 MAN SURVEY CREW (GPS)	\$135.00
OSHA CERTIFIED ENGINEER	\$165.00
CERTIFIED WETLAND DELINEATOR	\$130.00

LICENSED C-2 OPERATOR	\$160.00
REPORT / SPECIFICATION PREPARATION	\$ 45.00
GRAPHIC PREPARATION	\$ 75.00

PUBLIC MEETINGS – WILL BE BILLED AS FOLLOWS: (Unless yearly retainage prevails)

SENIOR PRINCIPAL	\$495/MEETING
PRINCIPAL	\$440/MEETING
STAFF PROFESSIONAL	\$385/MEETING

**REIMBURSABLE EXPENSES**

PAPER PRINTS (All Sizes)	\$ 2.00/sheet
MYLARS	\$15.00/sheet
COLOR PRINTS	\$53.00/sheet
PHOTOCOPIES (Black & White)	\$ .15/page
PHOTOCOPIES (Color)	\$ .25/page
MILEAGE	\$ .55½mile (effective January 1, 2011)

Rates effective January 1, 2011

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
YAMPAGLLIA			X			
BIANCHI			X			
HUGHES	X		X			
JOHNSON				X		
TANELLI			X			
KEARNEY		X	X			
MASSA						
TOTAL						
ON CONSENT AGENDA ____ YES <u>X</u> NO						

R-150-11

RESO RE:  
TEMPORARY BUDGET AMENDMENT

**WHEREAS**, NJSA 40A:4-20 of the Local Budget Law provides that in addition to temporary appropriations necessary for the period prior to the adoption of the budget, the governing body may, by resolution adopted by 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purposes for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the adoption of the budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of North Arlington that, based on the recommendation of the Chief Financial Officer, that the following emergency temporary appropriations be made and that a certified copy of this resolution be filed with the Director of the Division of Local Government Services:

<u>Budget Account</u>	<u>Number</u>	<u>New Appropriation</u>
Admin & Exec OE	10-11-1-1020	\$40,000
Legal Services OE	10-11-1-1070	\$40,000
Municipal Court OE	10-11-1-1080	\$7,000
Planning Board OE	10-11-1-1200	\$5,000
Zoning Commission OE	10-11-1-1210	\$5,000
Shade Tree OE	10-11-1-1230	\$15,000
Fire Official OE	10-11-1-1290	\$3,000
First Aid Organization OE	10-11-1-1320	\$22,000
Construction Code OE	10-11-1-1400	\$4,500
Recreation OE	10-11-1-1700	\$18,000
Celeb Public Events OE	10-11-1-1720	\$5,000
Gasoline	10-11-1-2010	\$45,000
Telephone	10-11-1-2060	\$55,000

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

First Reading

INTRODUCED BY: Councilman Johnson				
SECONDED BY: Councilman Yampaglia				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPGALIA	X			
BIANCHI	X			
HUGHES	X			
JOHNSON	X			
TANELLI	X			
KEARNEY	X			
MASSA				
TOTAL				

Second & Final Reading

INTRODUCED BY: Councilman Tanelli				
SECONDED BY: Councilman Yampaglia				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPAGLIA	X			
BIANCHI	X			
HUGHES	X			
JOHNSON	X			
TANELLI	X			
KEARNEY	X			
MASSA				
TOTAL				

ORDINANCE NO. 2075  
 BOROUGH OF NORTH ARLINGTON  
 BERGEN COUNTY, NEW JERSEY

**AN ORDINANCE REGARDING OUTDOOR DUMPSTERS AND OTHER REFUSE  
 CONTAINERS AS REQUIRED BY THE STORMWATER MANAGEMENT  
 ANNUAL REPORT**

**WHEREAS**, the Stormwater Management Annual Report requires the passage of an Ordinance regarding the covering of outdoor dumpsters and other refuse containers; and

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Council of the Borough of North Arlington in the County of Bergen, as follows:

**SECTION I. Purpose:**

An ordinance requiring dumpsters and other refuse containers that are outdoors or exposed to storm water to be covered at all times and prohibits the spilling, dumping, leaking, or

otherwise discharge of liquids, semi-liquids or solids from the containers to the municipal separate storm sewer system(s) operated by the Borough of North Arlington and/or the waters of the State so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.

## **SECTION II. Definitions:**

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

Municipal separate storm sewer system (MS4) – a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Borough of North Arlington or other public body, and is designed and used for collecting and conveying storm water. MS4s do not include combined sewer systems, which are sewer systems that are designed to carry sanitary sewage at all times and to collect and transport storm water from streets and other sources.

Person – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

Refuse container – any waste container that a person controls whether owned, leased, or operated, including dumpsters, trash cans, garbage pails, and plastic trash bags.

Storm water – means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, is captured by separate storm sewers or other sewerage or drainage facilities, or is conveyed by snow removal equipment.

Waters of the State – means the ocean and its estuaries, all springs, streams and bodies of surface or ground water, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

## **SECTION III. Prohibited Conduct:**

Any person who controls, whether owned, leased, or operated, a refuse container or dumpster must ensure that such container or dumpster is covered at all times and shall prevent refuse from spilling out or overflowing.

Any person who owns, leases or otherwise uses a refuse container or dumpster must ensure that such container or dumpster does not leak or otherwise discharge liquids, semi-liquids or solids to the municipal separate storm sewer system(s) operated by the Borough of North Arlington.

## **SECTION IV. Exceptions to Prohibition:**

- a. Permitted temporary demolition containers
- b. Litter receptacles (other than dumpsters or other bulk containers)
- c. Individual homeowner trash and recycling containers
- d. Refuse containers at facilities authorized to discharge storm water under a valid NJPDES permit
- e. Large bulky items (e.g., furniture, bound carpet and padding, white goods placed curbside for pickup)

## **SECTION V. Enforcement:**

This ordinance shall be enforced by the Police Department and the Department of Public Works of the Borough of North Arlington.

**SECTION VI. Penalties:**

Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine not to exceed \$1,250.00.

**SECTION VII. Severability:**

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

**SECTION VIII. Effective date:**

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

**IT IS FURTHER ORDAINED** that the provisions of this ordinance shall become effective immediately upon passage and publication as required by law.

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

**PUBLIC NOTICE**

PUBLIC NOTICE IS HEREBY GIVEN THAT AT A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH ARLINGTON HELD ON TUESDAY MAY 3, 2011 THE ABOVE ORDINANCE WAS INTRODUCED AND PASSED ON ITS FIRST READING. SAID ORDINANCE SHALL BE TAKEN UP FOR FURTHER CONSIDERATION FOR FINAL PASSAGE AT A REGULAR MEETING OF THE MAYOR AND COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS, BOROUGH HALL, 214 RIDGE ROAD, NORTH ARLINGTON, BERGEN COUNTY, NEW JERSEY ON MAY 26, 2011 PM OR AS SOON THEREAFTER AS THE MATTER CAN BE REACHED, AT WHICH TIME AND PLACE ALL PERSONS WHO MAY BE INTERESTED THEREIN SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD CONCERNING SAME. DURING THE WEEK PRIOR TO AND UP TO AND INCLUDING THE DATE OF SUCH MEETING, COPIES OF SAID ORDINANCE WILL BE MADE AVAILABLE AT THE BOROUGH CLERKS OFFICE TO THE MEMBERS OF THE GENERAL PUBLIC WHO SHALL REQUEST SAME.

Terence M. Wall  
Borough Clerk

First Reading

INTRODUCED BY: Councilman Bianchi				
SECONDED BY: Councilman Johnson				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPGALIA	X			
BIANCHI	X			
HUGHES	X			
JOHNSON	X			
TANELLI	X			
KEARNEY	X			
MASSA				
TOTAL				

Second & Final Reading

INTRODUCED BY: Councilman Yampaglia				
SECONDED BY: Councilman Bianchi				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPAGLIA	X			
BIANCHI	X			
HUGHES	X			
JOHNSON	X			
TANELLI	X			
KEARNEY	X			
MASSA				
TOTAL				

ORDINANCE NO.2076  
 BOROUGH OF NORTH ARLINGTON  
 BERGEN COUNTY, NEW JERSEY

**AN ORDINANCE TO AMEND CHAPTER 187 §9(B) OF THE CODE OF THE BOROUGH OF NORTH ARLINGTON ENTITLED “VEHICLES AND TRAFFIC”**

**WHEREAS**, the Mayor and Council have determined that there is a need to amend Chapter 187 §9(B) of the Code of the Borough of North Arlington; and

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

Chapter 187 §9(B) shall be amended to **add** the following:

<u>Location</u>	<u>Side</u>	<u>Description</u>
23 Union Place	West	Beginning at a point 283 feet north of the northerly curb line of the Belleville Turnpike (S.H. 7) and extending to a point 20 feet south therefrom.

**IT IS FURTHER ORDAINED** that the remainder of Chapter 187 §9(B) of the Code of the Borough of North Arlington shall remain in full force and effect.

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

#### PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT AT A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH ARLINGTON HELD ON TUESDAY MAY 3, 2011 THE ABOVE ORDINANCE WAS INTRODUCED AND PASSED ON ITS FIRST READING. SAID ORDINANCE SHALL BE TAKEN UP FOR FURTHER CONSIDERATION FOR FINAL PASSAGE AT A REGULAR MEETING OF THE MAYOR AND COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS, BOROUGH HALL, 214 RIDGE ROAD, NORTH ARLINGTON, BERGEN COUNTY, NEW JERSEY ON MAY 26, 2011 PM OR AS SOON THEREAFTER AS THE MATTER CAN BE REACHED, AT WHICH TIME AND PLACE ALL PERSONS WHO MAY BE INTERESTED THEREIN SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD CONCERNING SAME. DURING THE WEEK PRIOR TO AND UP TO AND INCLUDING THE DATE OF SUCH MEETING, COPIES OF SAID ORDINANCE WILL BE MADE AVAILABLE AT THE BOROUGH CLERKS OFFICE TO THE MEMBERS OF THE GENERAL PUBLIC WHO SHALL REQUEST SAME.

Terence M. Wall  
Borough Clerk

First Reading

INTRODUCED BY: Councilman Hughes				
SECONDED BY: Councilman Yampaglia				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPGALIA	X			
BIANCHI	X			
HUGHES	X			
JOHNSON	X			
TANELLI	X			
KEARNEY	X			
MASSA				
TOTAL				

Second & Final Reading

INTRODUCED BY: Councilman Tanelli				
SECONDED BY: Councilman Kearney				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPAGLIA	X			
BIANCHI	X			
HUGHES	X			
JOHNSON	X			
TANELLI	X			
KEARNEY	X			
MASSA				
TOTAL				

ORDINANCE NO. 2077  
 BOROUGH OF NORTH ARLINGTON  
 BERGEN COUNTY, NEW JERSEY

**AN ORDINANCE TO AMEND CHAPTER 187 §9(B) OF THE CODE OF THE  
 BOROUGH OF NORTH ARLINGTON ENTITLED “VEHICLES AND TRAFFIC”**

**WHEREAS**, the Mayor and Council have determined that there is a need to amend Chapter 187 §9(B) of the Code of the Borough of North Arlington; and

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

Chapter 187 §9(B) shall be amended to remove the following:

<u>Location</u>	<u>Side</u>	<u>Description</u>
31 Union Place	West	Beginning at a point 369 feet south of the northerly curb line of the Belleville Turnpike (S.H.7) and extending to a point 22 feet south therefrom.

**IT IS FURTHER ORDAINED** that the remainder of Chapter 187 §9(B) of the Code of the Borough of North Arlington shall remain in full force and effect.

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

#### PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT AT A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH ARLINGTON HELD ON TUESDAY MAY 3, 2011 THE ABOVE ORDINANCE WAS INTRODUCED AND PASSED ON ITS FIRST READING. SAID ORDINANCE SHALL BE TAKEN UP FOR FURTHER CONSIDERATION FOR FINAL PASSAGE AT A REGULAR MEETING OF THE MAYOR AND COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS, BOROUGH HALL, 214 RIDGE ROAD, NORTH ARLINGTON, BERGEN COUNTY, NEW JERSEY ON MAY 26, 2011 PM OR AS SOON THEREAFTER AS THE MATTER CAN BE REACHED, AT WHICH TIME AND PLACE ALL PERSONS WHO MAY BE INTERESTED THEREIN SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD CONCERNING SAME. DURING THE WEEK PRIOR TO AND UP TO AND INCLUDING THE DATE OF SUCH MEETING, COPIES OF SAID ORDINANCE WILL BE MADE AVAILABLE AT THE BOROUGH CLERKS OFFICE TO THE MEMBERS OF THE GENERAL PUBLIC WHO SHALL REQUEST SAME.

Terence M. Wall  
Borough Clerk

First Reading

INTRODUCED BY: Councilman Bianchi				
SECONDED BY: Councilman Tanelli				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPGALIA	X			
BIANCHI	X			
HUGHES	X			
JOHNSON	X			
TANELLI	X			
KEARNEY	X			
MASSA				
TOTAL				

Second & Final Reading

INTRODUCED BY:				
SECONDED BY:				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
YAMPAGLIA				
BIANCHI				
HUGHES				
JOHNSON				
TANELLI				
KEARNEY				
MASSA				
TOTAL				

ORDINANCE NO.2078  
 BOROUGH OF NORTH ARLINGTON  
 BERGEN COUNTY, NEW JERSEY

**AN ORDINANCE TO AMEND CHAPTER 187 §9(B) OF THE CODE OF THE BOROUGH OF NORTH ARLINGTON ENTITLED “VEHICLES AND TRAFFIC”**

**WHEREAS**, the Mayor and Council have determined that there is a need to amend Chapter 187 §9(B) of the Code of the Borough of North Arlington; and

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

Chapter 187 §9(B) shall be amended to **add** the following:

<u>Location</u>	<u>Side</u>	<u>Description</u>
146 Bathurst Ave	East	Beginning at a point 110 feet north of the northerly curb line of the Hendel Ave and extending to a point 22 feet north therefrom.

**IT IS FURTHER ORDAINED** that the remainder of Chapter 187 §9(B) of the Code of the Borough of North Arlington shall remain in full force and effect.

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011

#### PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT AT A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH ARLINGTON HELD ON TUESDAY MAY 26, 2011 THE ABOVE ORDINANCE WAS INTRODUCED AND PASSED ON ITS FIRST READING. SAID ORDINANCE SHALL BE TAKEN UP FOR FURTHER CONSIDERATION FOR FINAL PASSAGE AT A REGULAR MEETING OF THE MAYOR AND COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS, BOROUGH HALL, 214 RIDGE ROAD, NORTH ARLINGTON, BERGEN COUNTY, NEW JERSEY ON June 9, 2011 PM OR AS SOON THEREAFTER AS THE MATTER CAN BE REACHED, AT WHICH TIME AND PLACE ALL PERSONS WHO MAY BE INTERESTED THEREIN SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD CONCERNING SAME. DURING THE WEEK PRIOR TO AND UP TO AND INCLUDING THE DATE OF SUCH MEETING, COPIES OF SAID ORDINANCE WILL BE MADE AVAILABLE AT THE BOROUGH CLERKS OFFICE TO THE MEMBERS OF THE GENERAL PUBLIC WHO SHALL REQUEST SAME.

Terence M. Wall  
Borough Clerk

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
YAMPAGLIA			X			
BIANCHI			X			
HUGHES		X	X			
JOHNSON			X			
TANELLI	X		X			
KEARNEY			X			
MASSA						
TOTAL						
ON CONSENT AGENDA ____ YES ___X___ NO						

R-149-11

RESO RE: EXECUTIVE SESSION

WHEREAS, the Open Public Meeting Act, Chapter 231 permits the exclusion of the public from a meeting in

certain circumstances, and

WHEREAS, the Mayor and Council is of the opinion that such circumstances presently exist; and

WHEREAS, the Mayor and Council wish to discuss:

Personnel  
Collective Bargaining

“Public release of the discussion will only occur after counsel approval. Action may or may not occur after discussion”.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council are now in executive session.

APPROVED: \_\_\_\_\_  
Peter C. Massa, Mayor

ATTEST: \_\_\_\_\_  
Terence M. Wall, RMC, QPA  
Borough Clerk

DATED: May 26, 2011