



Borough of River Edge

Mayor and Council
Agenda July 8, 2019

Work Session Meeting

Borough Hall
705 Kinderkamack Road

6:00 P.M.

1. Call to Order –
2. Silent Prayer – Flag Salute
3. Statement of Compliance with Open Public Meeting Act: This meeting complies with the Open Public Meeting Act by notification on December 21st of this location, date and time to the Ridgewood News and the Record and by posting of same on the municipal bulletin board and Borough Web Site and filing a notice of the same with the Municipal Clerk.
4. Roll Call –
5. Closed Session -
#19-254 Resolution to Go Into Closed Session and Exclude Public.

Closed Session Docket #	Item Title or Description	Statutory Reference
19-7/8-1	Litigation – Disability Rights of NJ – Accessibility & Curb Cuts	N.J.S.A. 10:4-12(7)
19-7/8-2	Fire Dept. – Procedure Report	N.J.S.A. 10:4-12(6)
19-7/8-3	DPW Negotiations - Update	N.J.S.A. 10:4-12(4)
19-7/8-4	Contract Negotiation – DPW Acquisition	N.J.S.A. 10:4-12(7)
19-7/8-5	Contract Negotiation – New Bridge Landing Apartments	N.J.S.A. 10:4-12(7)

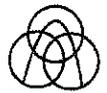
6. Borough Administrators Topics –
 - a. Contract with Thyssenkrupp Elevator Corp.
 - b. Licensing Agreement – Boy Scouts
 - c. Community Center Generator
 - d. Community Center Kitchen
7. For Discussion –
 - a. Girl Scouts – Use of Public Safety Meeting Room
8. Work Session Consent Agenda –
9. Mayor’s Report –
10. For Your Information –
11. Unfinished Business –

12. New Business –

13. Open Hearing of the Public –

14. Adjournment -

Repair Work Order



thyssenkrupp

River Edge Municipal Bldg

May 16, 2019

Purchaser: Borough Of River Edge
Address: 705 Kinderkamack Rd
River Edge, NJ 07661-2439

Location: River Edge Municipal Bldg
Address: 705 Kinderkamack Rd
River Edge, NJ 07661-2439

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Nineteen Thousand Nine Hundred Seven Dollars (\$19,907.00) plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
705A KINDERKAMACK, ONLY CAR	Buffers	Operational
705A KINDERKAMACK, ONLY CAR	Oil Line	Operational

In the event you have any questions regarding the content of this Proposal please contact me at +1 732 9969107
We appreciate your consideration.

Regards,

Angela Kostidakis
thyssenkrupp Elevator Corporation
125 Moen Ave
Cranford NJ 07016-3518
angela.kostidakis@thyssenkrupp.com | +1 732 9969107

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein.
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

thyssenkrupp will provide the necessary labor and material to replace the rusted pit steel which includes channels, buffer stands and springs in one elevator pit. Also replace rusted oil line and scrape and paint jack casing and lower part of omega rail. During the annual inspection, the Inspector wrote this up as a violation. (Due to this unit having Omega rails, we will have to safely secure the car by hanging it)

(End Scope of Work)

Repair Work Order



thyssenkrupp

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work, thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

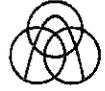
The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Repair Work Order



thyssenkrupp

Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$9,953.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Borough Of River Edge
(Purchaser):

thyssenkrupp Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)
Rick Stephen

(Signature of Branch Representative)

(Print or Type Name)

Jessica Stempien

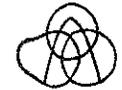
(Print or Type Title)

Service Sales Manager

(Date of Acceptance)

(Date of Execution)

Please contact _____ to schedule work at the following phone number _____



thyssenkrupp

**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 3796
Carol Stream, IL 60132-3796

Attn: Rick Stephen
Borough Of River Edge
705 Kinderkamack Rd
River Edge NJ, 07661-2439

Date	Terms	Reference ID	Customer Reference # / PO
May 16, 2019	Immediate	ACIA-1K80I65	
Total Contract Price:			\$19,907.00
Estimated Tax:			0 EXEMPT
Estimated Invoice Amount (Incl. of taxes)			\$19,907.00
Down Payment:			(50%) \$9,953.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 732 9969107. To make a payment by phone, please call 833-797-0687 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Borough Of River Edge	Remit To:	
Location Name:	River Edge Municipal Bldg	thyssenkrupp Elevator Corporation	
Customer Number:	98174	PO Box 3796	
Quote Number:	2019-2-692304	Carol Stream, IL 60132-3796	
Reference ID:	ACIA-1K80I65		
Remittance Amount:	\$9,953.50		

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS
ELEVATOR SAFETY UNIT**

NOTICE OF VIOLATION AND ORDER TO TERMINATE

INSPECTION DATE:	4/17/2019	ISSUE DATE:	April 30, 2019
REGISTRATION #:	0252-00105-001	INSPECTOR:	Michael Gaughan
OWNER NAME:	BOROUGH OF RIVER EDGE	DEVICE ID/#:	01-UPDATE
OWNER ADDRESS:	705 KINDERKAMACK RD RIVER EDGE, NJ 07661	PROJECT LOCATION:	PUBLIC SAFETY BUILDING 705 KINDERKAMACK RD RIVER EDGE BORO

NAME OF PERSON, CONTRACTOR/MAINTENANCE CO. PERFORMING TESTS: THYSSEN KRUP

Be advised that during today's inspection/ test, the following irregularities/ nonconformances/violations were noted, and you are required to ensure that they be corrected by the due date indicated below.

The elevator device(s) may be operated during repairs/ corrections *unless* there are items marked *Lock Out*. Elevator device(s) with items marked *Lock Out* will remain locked out until the repairs/corrections on items marked *Lock Out* are satisfactorily completed, the device is re-inspected, and applicable certificate is received.

Lockout	Citation Code	Due Date	Description
NO	UCC 5.23.12.1	10/28/2019	The steel supports on the elevator pit floor that support the hydraulic jack should be replaced do to the heavy rusting.

Failure to correct a violation item by the due date may result in a penalty of \$500. **FAILURE TO COMPLY WITH THIS ORDER WILL SUBJECT YOU TO A PENALTY OF \$500 PER WEEK PER VIOLATION** until corrected.

Should you wish to contest the validity of the above action in accordance with N.J.A.C. 5: 23—2.38 et seq., you may do so by filing a written request for a hearing before an Administrative Law Judge within 15 days from the receipt of this notice. Forward the request to: Hearing Coordinator, Division of Codes and Standards, PO Box 816, Trenton, N.J. 08625—0816. A timely request for an administrative hearing shall stay these orders until a final determination on the merits is reached by the Commissioner.

When work to abate the violations requires a construction permit, the owner is responsible for securing such a permit. If you have any questions concerning this matter, please call the Elevator Safety Unit at (609) 984-7833. Our mailing address is: Elevator Safety Unit, PO Box 816, Trenton, New Jersey 08625.

SUBCODE OFFICIAL: Michael Gaughan

BLOCK #: 408

LOT: 5



CERTIFICATE

Date Issued: 4/17/2019
Control #
Permit #

IDENTIFICATION

Block: 408 Lot: 5

Work Site Location:

PUBLIC SAFETY BUILDING
705 KINDERKAMACK RD
RIVER EDGE BORO

Owner in Fee/Occupant:
Address:

BOROUGH OF RIVER EDGE
705 KINDERKAMACK RD
RIVER EDGE NJ 07661

Tel:

Contractor:
Contractor Address:

Tel.: () Tel.: ()

Lic. No. or Bldrs. Reg. No.
Federal Emp. No.

CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE
If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than 10/28/2019 or the owner will be subject to fine or order to vacate: as stated in the attached inspection report, all violations should be corrected.

DEVICE: UPDATE - 01

Home Warranty No. _____
Type of Warranty Plan: () State () Private

Use Group _____
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Description of Work/Use: _____

THE FOLLOWING ELEVATOR ROUTINE OR PERIODIC INSPECTION AND TESTS WERE PERFORMED:

INSPECTION: ANNUAL

BUILDING REGISTRATION NUMBER: 0252-00105-001

CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per N.J.A.C. 5:17, to the following extent:
() Total removal of lead-based paint hazards in scope of work
() Partial or limited time period (____ years); see file

CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building, there are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Ernest Goldberg
Construction Official

Fee \$ _____

Paid [] Check No. _____

Collected by: _____