

**BOROUGH OF RIDGEFIELD**

**A G E N D A**

Work Session, Executive Session and Regular Meeting of the Mayor and Council

Date: April 22, 2013

Open Public Meetings Statement by Mayor Suarez

Work Session: 6:00 P.M. C.T.O.:  
Adjourn:

- Senior Housing Presentation

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

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

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

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of January 14, 2013 Public Session, January 28, 2013 Work Session, January 28, 2013 Public Session, February 25, 2013 Work Session, February 25, 2013 Public Session and March 11, 2013 Public Session Meetings

**ROLL CALL-WORK SESSION**

	<b>PRESENT</b>	<b>ABSENT</b>
Mayor Suarez		
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

**ROLL CALL-EXEC. SESSION**

	<b>PRESENT</b>	<b>ABSENT</b>
Mayor Suarez		
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

**ROLL CALL-PUBLIC SESSION**

	<b>PRESENT</b>	<b>ABSENT</b>
Mayor Suarez		
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

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Earth Day Poster Contest Winners

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As advertised, hearing will be held on CY2013 Municipal Budget Amendment

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

147-2013      Councilman Jimenez      Adopt CY2013 Budget

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As advertised, hearing will be held on Ordinance No. 2224 entitled, “AN ORDINANCE AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD PERTAINING TO RETAINING WALLS”

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

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As advertised, hearing will be held on Ordinance No. 2225 entitled, “AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

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

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Introduction of Ordinance No. 2226 entitled, “AN ORDINANCE REGULATING CATS BY AND WITHIN THE BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN AND STATE OF NEW JERSEY”

First Reading of Ordinance

Roll Call

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PROPOSED CONSENT AGENDA:

148-2013	Councilman Acosta	Emergency Repair of Victoria Terrace Sanitary Sewer
149-2013	Councilman Acosta	Release of Escrow Funds-Dutra Excavating
150-2013	Councilman Jimenez	Change Order No. 1-Gallen Contracting
151-2013	Councilman Castelli	Hire Pool Personnel 2013 Season
152-2013	Councilman Penabad	Environmental Commission 9th Annual Clean Up Day
153-2013	Councilman Penabad	Community Stewardship Incentive Program Grant Application
154-2013	Councilman Jimenez	Explore Option of Third Party Billing
155-2013	Councilman Jimenez	Settlement of MEL Litigation
156-2013	Councilman Jimenez	Accept TY Lin Surveying Services Proposal
157-2013	Councilman Jimenez	Senior Housing Resolution of Need
158-2013	Councilman Jimenez	Senior Housing Tax Abatement

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

RESOLUTIONS:

159-2013	Councilman Jimenez	Emergency Temporary Appropriations
160-2013	Councilman Jimenez	Warrants

COMMENTS BY MAYOR:

**N.J. State Firemen's Association Membership Application:**

Steven Finster  
706 Bergen Blvd.  
Company No. 1

**Coin Toss Request:**

RMHS Baseball  
Sunday, May 19, 2013

COMMENTS BY COUNCILMEN:

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

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

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				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
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, 2013

Presented by Councilman Jimenez

**RESOLUTION NO. 147-2013**

**SECTION 2 - UPON ADOPTION FOR 2013**

(Only to be Included in the Budget as Finally Adopted)

**RESOLUTION**

Be It Resolved by the Mayor and Council of the Borough of Ridgefield, County of Bergen that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$9,147,668.00 (Item 2 below) for municipal purposes, and
- (b) (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18:9-3) and the certification to the County Board of Taxation of
- (d) 596,371.00 Minimum Library Tax

the following summary of general revenues and appropriations.

	{	{	{
	{	{	Abstained {
	{	{	{
RECORDED VOTE	Ayes {	Nays {	
(Insert last name)	{	{	Absent {
	{	{	{

**SUMMARY OF REVENUES**

<b>1. General Revenues</b>		
Surplus Anticipated	40003-10	890,000.00
Miscellaneous Revenues Anticipated	40004-10	9,288,947.86
Receipts from Delinquent Taxes	41419-10	750,000.00
<b>2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURP (Item 6(a), Sheet 11)</b>	<b>41415-10</b>	<b>9,147,668.00</b>
<b>3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:</b>		
Item 6, Sheet 35	40010-10	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	41416-10	
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only		
<b>4. Minimum Library Tax</b>		596,371.00
<b>5. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:</b>		
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	41416-10	
<b>Total Revenues</b>	<b>40000-10</b>	<b>20,662,986.86</b>

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**SUMMARY OF APPROPRIATIONS**

<b>5. GENERAL APPROPRIATIONS:</b>	XXXXXX	XXXXXXXXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXXXXXXXX
(a&b) Operations Including Contingent		13,952,356.00
(e) Deferred Charges and Statutory Expenditures - Municipal		1,523,032.00
(g) Cash Deficit		
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"		2,642,303.86
(c) Capital Improvements		145,000.00
(d) Municipal Debt Service		1,502,295.00
(e) Deferred Charges - Municipal		18,000.00
(f) Judgements		85,000.00
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40A:48-17.1 & 17.3)		
(g) Cash Deficit		
(k) For Local District School Purposes		
(m) Reserve for Uncollected Taxes (include Other Reserves if Any)		795,000.00
<b>6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S.A. 40A:4-13)</b>		
<b>Total Appropriations</b>		<b>20,662,986.86</b>

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 22nd day of April 2013. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2013 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 22nd day of April, 2013, \_\_\_\_\_, Clerk.

Signature

Sheet 42

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2224

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

“AN ORDINANCE AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD PERTAINING TO RETAINING WALLS”

introduced on the 25<sup>th</sup> day of March, 2013, 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				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting March 25, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2224

“AN ORDINANCE AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF  
RIDGEFIELD PERTAINING TO RETAINING WALLS”

An ordinance amending the Borough Zoning Ordinance Chapter 390:

WHEREAS The Borough Planning Board has found that the zoning ordinance lacks any regulations regarding retaining walls;

WHEREAS the Borough Planning Board has made recommendation to the Council to pass an ordinance regarding retaining walls;

WHEREAS the Borough Council has considered that recommendation;

THEREFORE, BE IT ORDAINED, by the Borough Council for the Borough of Ridgefield, as follows:

Section I.

There is hereby created by and within the Code of the Borough of Ridgefield a new section to Chapter 390, Article VII, Supplementary Regulations, to be denominated as 390-23A, entitled “Retaining Walls”, to read as follows:

**§390-23A. Retaining Walls**

A. Definitions.

**RETAINING WALL HEIGHT.** The height of a wall shall be measured from the toe of the wall to the top of the wall.

**TOP OF THE WALL** shall mean the highest elevation of any part of the wall.

**TOE OF THE WALL** shall mean the intersection of the face of a wall and the adjacent ground at the base of the wall.

**RETAINING WALL** shall mean a wall that is constructed between lands of different elevations to stabilize the surfaces, prevent erosion, and/or protect structures.

**LANDSCAPE RETAINING WALL** shall mean a wall that is constructed between lands of different elevations to stabilize the surfaces, prevent erosion, and/or protect structures, but does not exceed 18 inches in height.

**STRUCTURAL RETAINING WALL** shall mean a wall that is constructed between lands of different elevations to stabilize the surfaces, prevent erosion, and/or protect structures, and is greater than 18 inches and 4 feet..

**ARCHITECTURAL WALL** shall mean a wall that is purely decorative in nature, and does not stabilize any surface, prevent erosion, or protect a structure.

**WALL:** Wall shall mean any permanent upright structure having a length at least three times greater than its thickness and presenting a continuous vertical surface.

**B. Regulations Applicable to all Architectural and Retaining Walls.**

1. No fence, architectural wall, landscape retaining wall, or structural retaining wall may be erected within a public right-of-way.

2. No fence, architectural wall, landscape retaining wall, or structural retaining wall may be erected within a clear line of sight triangle.

**C. Regulations Pertaining to Architectural Walls.**

1. Maximum height: Architectural walls shall not exceed a height of 3 feet.

2. Fencing, as permitted in residential use, may be placed on top of architectural walls. The use of barbed wire or wire on which barbs or points are strung is prohibited.

3. Architectural walls may be constructed of brick, stone, or other durable materials, but may not be constructed of cinderblock.

4. Any architectural wall facing on a street or property line shall have the finished surface exposed to said street or property line.

## D. Regulations Pertaining to Retaining Walls.

### 1. Landscape Retaining Walls.

(a) Landscape retaining walls shall not be located closer to a property line than twice the height of the wall, provided that if the grade shall be raised, said wall shall be no closer than five (5) feet from the property line.

(b) Landscape retaining walls shall be constructed of stone, brick, or other materials, with the exception of cinderblock.

### 2. Structural Retaining Walls.

(a) Construction of all structural retaining walls shall require the issuance of a construction and zoning permit, other than when constructed as a component of an approved site plan. For structural retaining wall projects not requiring lot grading plans per subsection 30-96.20, the zoning officer, upon review of the construction/zoning permit application, shall forward the permit and application to the Construction Official who, upon completion of his/her review thereof; may require that the applicant obtain a lot grading plan approval pursuant to the requirements of subsection 30-96.20.

(b) All structural retaining walls shall be designed by a New Jersey licensed design professional engineer or architect with signed and sealed plans submitted to the Engineer for review and approval, if a lot grading plan is required, otherwise, if no lot grading plan is required, then same shall be submitted to the Construction Official for verification that the structural retaining wall was designed by the specified professional.

(c) The construction of all structural retaining walls shall be inspected by a New Jersey licensed design professional engineer or architect, and a signed and sealed certification that the wall has been properly constructed shall be submitted to the Engineer upon completion of the wall.

### 3. Height of retaining walls in any residential district.

(a) The maximum height of any retaining wall, section of retaining wall, or tier of a retaining wall shall be 4 feet.

(b) Multiple, staggered or tiered walls shall be considered single walls provided there is a minimum horizontal distance between the top of any single section or tier and the base (toe) of the next higher section or tier equal to at least 1-1/2 times the

height of the lower section or tier. If there are more than three (3) single sections or tiers, the minimum horizontal distance between the top of any single section or tier and the base (toe) of the next higher section or tier shall be at least 2 times the height of the lower section or tier.

(3) Structural retaining walls which are generally parallel to and within 10 feet of a sidewalk are limited to a height of 30 inches.

#### 4. Location of Structural Retaining Walls.

(a) No portion of a structural retaining wall shall be located within 10 feet of a dwelling, unless the structural retaining wall is an extension of a building foundation wall.

(b) No portion of a structural retaining wall shall be located within 15 feet of any above ground structure, such as a deck, unless the structural retaining wall is an extension of a building foundation wall.

(c) A structural retaining wall shall be located no closer than five (5) feet to a property, or twice the height of the wall or wall segment, whichever is greater. The Applicant must demonstrate that a structural failure of the retaining wall will not have an adverse impact on any adjoining property.

#### 5. Design of Structural Retaining Walls.

(a) Plans for structural retaining walls shall demonstrate how all segments of the structural retaining wall, including any area located between 2 tiered wall sections, commonly known as bench area will be maintained.

(b) Plans shall demonstrate how the structural retaining wall will be replaced at the end of the wall's useful life,

(c) The bench, or area between the top of one tier and the bottom (toe) of the next higher tier, shall have a minimum grade of 2% to allow for positive drainage.

(d) Structural retaining walls may be constructed of stone, brick, or other durable materials, with the exception of cinderblock.

(e) No landscaping shall be installed in the vicinity of any structural retaining wall with a root system of such magnitude to exert lateral pressure, or otherwise cause damage to the wall assembly.

Section II. Repealer.

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

Section III. Severability.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

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

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2225

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

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

introduced on the 25<sup>th</sup> day of March, 2013, 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				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting March 25, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2225

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE  
BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

Section I: Section 355-22 of the Code of the Borough of Ridgefield, entitled Fees, be and hereby is amended by making the changes set forth below:

SECTION 355-22 "FEES" shall be amended as follows:

	Discount Period		Regular Season
Family	\$300.00	Family	\$325.00
Married Couple/Civil Union	\$250.00	Married Couple/Civil Union	\$280.00
Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$250.00	Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$280.00
Individual	\$200.00	Individual	\$225.00
Senior Citizen Individual	\$100.00	Senior Citizen Individual	\$125.00
Senior Citizen Couple	\$175.00	Senior Citizen Couple	\$225.00

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A limited number of Non-Residents will be accepted into the Community Swimming Pool subject to being sponsored by a Resident Swim Pool Member. Resident pool members may only sponsor 1 non-resident pool membership per family. Rates will be as follows:

	Discount Period		Regular Season
Family	\$550.00	Family	\$575.00
Married Couple/Civil Union	\$500.00	Married Couple/Civil Union	\$525.00
Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$490.00	Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$515.00
Individual	\$325.00	Individual	\$350.00

Senior Citizen Individual

\$230.00

Senior Citizen Individual

\$240.00

Section II: In all other respects, the terms and provisions of Article II of Chapter 355 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:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2226

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

“AN ORDINANCE REGULATING CATS BY AND WITHIN THE BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN AND STATE OF NEW JERSEY”

introduced on the 22<sup>nd</sup> day of April, 2013, 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 13<sup>th</sup> day of May, 2013 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				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2226

“AN ORDINANCE REGULATING CATS BY AND WITHIN THE BOROUGH OF  
RIDGEFIELD, COUNTY OF BERGEN AND STATE OF NEW JERSEY”

WHEREAS, it is an objective of the Borough of Ridgefield to protect the public and animals from the spread of Rabies to animals and humans, since Rabies is transmissible to humans and is fatal in all cases; and

WHEREAS, it is an objective of the Borough of Ridgefield to protect the public from animal related nuisances and threats to public health, safety and welfare; and;

WHEREAS, it has been determined that these objectives can be fostered by assuring that animal owners meet responsibilities for the control and care of their cats; and

WHEREAS, this ordinance has been recommended by the Board of Health;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR/COUNCIL OF THE  
BOROUGH OF RIDGEFIELD, AS FOLLOWS:

SECTION I.

Existing Borough ordinances under Chapter 131 entitled Animals, Article II, entitled Domestic Animals, including Sections 131-5 through 131-27, shall hereafter be grouped under Article II, Subpart A, entitled Dogs.

SECTION II.

There is hereafter created a new subsection to Chapter 131, Animals, Article II, Domestic Animals, Subpart B, to be entitled Cats and to read as follows:

Section 131A-5: Definitions.

As used in this Ordinance, the following terms shall have the meanings indicated:

- A. Cat: Any member of the domestic feline species; male, female or altered.
- B. Cat of licensing age: Any cat which has attained the age of seven (7) months or which possesses a set of permanent teeth.
- C. Animal: For the purpose of this ordinance, animal shall mean cat or dog.

- D. Animal Control Authority: The authorized Animal Control Officer designated by the Borough and the Health Officer or his designee.
- E. Owner: Every person having a right of property (or custody) in such cat and every person who has such cat in his/her keeping, or who harbors or maintains a cat or knowingly permits a cat to remain on or about any premises occupied by that person.
- F. Cattery: Any room or group of rooms, cage, or exhibition pen, not part of a kennel, wherein cats for sale are kept or displayed.
- G. Person: any individual, corporation, partnership organization, or institution commonly recognized by law as a unit.
- H. Licensing Authority: The Ridgefield Board of Health by and through its Health Department.
- I. Neutered: rendered permanently incapable of reproduction as certified by a licensed veterinarian.
- J. Nuisance: any condition which is dangerous to human life or health, or that which renders air, water, soil or any type of food hazardous or injurious to human life or health.
- K. Stray: any cat of licensing age without a current registration tag, visible tattoo or other bodily identification marking approved by the Animal Control Officer or any cat which the Animal Control Officer has reason to believe is a stray cat.
- L. Feral Cats: cats living in an unsocialized or wild state, living in a group or colony.
- M. Free-roaming Cats: cats that roam outdoors and interact with feral cats and wildlife. Cats with a specific owner, stray pets, or may have originated in one household and are fed or cared for by other households in the neighborhood.

#### Section 131A-6: Vaccination and Licensing Required.

- A. Vaccination and license requirements: Every person who shall own, keep, harbor, or maintain any cat over seven (7) months of age within Borough of Ridgefield shall obtain a license for same and shall have such cat vaccinated. The provisions of this section do not apply to cats held in a cattery or those held by a state or federal licensed research facility or a veterinary establishment where cats are received or kept for diagnostic, medical, surgical or other treatments or licensed animal shelters, pounds, kennels or pet shops.
- B. Vaccination: All cats shall be vaccinated against Rabies by a licensed veterinarian in accordance with the latest "Compendium of Animal Rabies Vaccines and Recommendations for Immunization," published by the National Association of State Public Health Veterinarians, except as provided for in Subsection (D).
- C. Vaccination Certificate: Proof of vaccination shall be by way of a certificate of vaccination issued to the owner of each animal vaccinated, on a form recommended by the state.
- D. Exemptions: Any cat may be exempt from the requirements of such vaccination for a specified period of time by the local Board of Health of the Borough of Ridgefield upon presentation of a veterinarian's certificate stating that, because of an infirmity or

other physical condition or regimen of therapy, the inoculation of such cat shall be deemed inadvisable.

Section 131A-7: Licensing Requirements.

- A. **Cats Must Have License Number Displayed:** Any person who shall own, keep or harbor a cat of licensing age shall annually apply for and procure from the licensing authority a license and official registration tag with license number or a registration sleeve for each cat so owned, kept or harbored and shall place upon such cat a collar or other device with the license number securely fastened or displayed thereto. Acceptable methods of displaying license number shall include, but are not limited to, breakaway or elastic collars. License tags or sleeves are not transferable.
- B. **Time for Applying for License:** The owner of any newly acquired cat of licensing age, or any cat that attains licensing age, shall make application for a license tag or sleeve for such cat within ten (10) days after such acquisition or age attainment. The requirement will not apply to a non-resident keeping a cat within the Borough of Ridgefield for no longer than ninety (90) days.
- C. **Cats Brought into Ridgefield:** Any person who shall bring in or cause to be brought in to the Borough of Ridgefield any cat licensed in another state for the current year, and bearing a registration tag or sleeve, and who shall keep the same or permit the same to be kept within the Borough of Ridgefield for a period of more than ninety (90) days shall immediately apply for a license and registration tag or sleeve for each such cat. Any person who shall bring in or cause to be brought in to the Borough of Ridgefield any unlicensed cat and who shall keep the same or permit the same to be kept within the Borough of Ridgefield for a period of more than ten (10) days shall immediately apply for a license and registration tag or sleeve for each such cat.
- D. **Application, Contents, Preservation of Information:** The application shall state the breed, sex, age, color and markings of the cat for which license and registration are sought and whether it is of a long- or short-haired variety; also the name, street, and post office address of the owner, and the person who shall keep or harbor such cat. The information on said application and the registration number issued for the cat shall be preserved for a period of three (3) years by the clerk or other local official designated to license cats in the municipality.
- E. **License Forms and Tags:** License forms and official tags or sleeves shall be furnished by the licensing authority and shall be numbered serially, and shall bear the year of issuance and the name of the municipality.
- F. **Evidence of Inoculation with Rabies Vaccine or Certificate of Exemption:**  
**Requirement for License:** The Health Officer or his or her designate shall not grant any such license and official registration tag or sleeve for any cat, unless the owner thereof provides evidence that the cat to be licensed and registered has been inoculated with Rabies vaccine of a type approved by and administered in accordance with the

recommendations of the United States Department of Agriculture and the United States Department of Human Services, or has been certified exempt as provided by Section 11 of this Ordinance. The rabies inoculation shall be administered by a duly licensed veterinarian, or by such other veterinarian permitted by law to do the same.

- G. License Fee Schedule: A license shall be issued after payment of a fee of fifteen (\$15.00) dollars for each un-neutered cat and twelve (\$12.00) dollars for each neutered cat. Anyone who fails to obtain a license after July 31<sup>st</sup> of each year will be subject to a delinquent fee of twenty (\$20.00) dollars. In addition, three-year licenses shall be available at a cost of thirty-four (\$34.00) dollars covering a three-year period for any sterilized cat over the age of seven (7) months, proof of sterilization must be presented at time of application. Three-year licenses shall be available at a cost of forty-three (\$43.00) dollars for any non-sterilized cat over the age of seven (7) months. Except for the three-year licenses, which shall be renewed every three (3) years, each license shall be renewed annually.
- H. Fees, Renewals, Expiration Date of License: License from another municipality shall be accepted. The person applying for the license and registration tag and/or sleeve shall pay the fee fixed or authorized. The fee for renewal of license and registration tag or sleeve shall be the same as for the original and said license, registration tag or sleeve and renewal thereof shall expire on the 30th day of June in the following year.
- I. Loss of License: If a license tag or sleeve has been misplaced or lost, the licensing authority may issue a duplicate license and/or registration sleeve for the particular cat for a fee of ten (\$10.00) dollars.
- J. Proof of Licensing: Proof of licensing shall be produced by any person owning, keeping, maintaining or harboring a cat, upon the request of any health official, police officer, animal control officer, or other authorized person.
- K. Interfering with Person Performing Duties Under this Ordinance: No person shall hinder, molest, or interfere with anyone authorized or empowered to perform any duty under this Ordinance. The Animal Control Officer shall have the authority to carry out all regulations and is authorized and empowered to impound all unlicensed cats.
- L. Disposition of Fees Collected: License fees and other moneys collected or received under the provisions of this Ordinance shall be forwarded to the treasurer of the Borough of Ridgefield and shall be placed in a special account separate from any of the other accounts of the Borough of Ridgefield and shall be used for the following purposes only: collecting, keeping, and disposing of cats liable to seizure, for local prevention and control of rabies, providing anti-rabies treatment under the direction of the local Board of Health for any person known or suspected to have exposed to rabies, and for administering the provisions of this Ordinance. Any unexpected balance remaining in such special account shall be retained until the end of the third fiscal year following, and may be used for any of the purposes set forth in this section.

At the end of the said third fiscal year following, and at the end of each fiscal year thereafter, there shall be transferred from such special account to the general funds of the Borough of Ridgefield any amount then in such account which is in excess of the total amount paid into the special account during the last two fiscal years next preceding.

- M. Enforcement: The Animal Control Officer or other person designated by the council upon receipt of a written complaint to the Health Department by a local resident, that a cat is a public nuisance, as defined herein, seize the cat and keep the same in his/her care and custody for a period of seven (7) full days from the day of apprehension.
- N. Notification to Owner: If any cat apprehended pursuant to the provisions of this article bears any identification of ownership or place of abode, the Animal Control Officer or other duty authorized apprehending official shall, on the day of apprehension, notify the owner or the occupant of said place of abode that the animal has been apprehended and that it may be claimed at a designated location, subject to the provisions of this article. A notice which shall include the complaint under this article may be served either by delivering it to the person or whom it is to be served or by leaving it at the person's usual or last known place of abode or by forwarding it by the post in a prepaid letter addressed to that person at his/her usual or last known place of abode.
- O. Reclaiming Costs: During the aforementioned seven (7) day custodial period, any cat so incarcerated may be claimed by its owner upon payment to the Animal Control Officer or other authorized custodian a minimum fee as set forth in the fee schedule.

#### Section 131A-8: Impoundment.

- A. Seizure. The Animal Control Officer shall take into custody and impound:
  - (1) Any cat running at large in the Borough or off the premises of the owner causing injury to a person or of other domestic animal, or creating a threat to public health, safety or welfare, as deemed by the Health Authority or Animal Control Officer.
  - (2) Any cat believed, by the Animal Control Officer, to be a stray.
- B. Notification. If any cat seized wears a current registration tag or other proper identification marking, the Animal Control Officer shall serve a notice in writing to the owner. The notice shall state that the cat has been seized and will be liable to be placed for adoption or euthanized if not claimed within seven (7) days after the service of the notice.

- C. Placing for adoption or euthanization. When any cat so seized has been detained for seven (7) days after seizure when no notice has been given because of lack of name and address of owner, and if the owner or person keeping or harboring the cat has not claimed the cat and paid all expenses incurred by reason of its detention, the ownership of the cat shall transfer to the agency providing animal control services to the Borough of Ridgefield.
- D. Responsibility of Owner: The owner shall be responsible for all expenses incurred by reason of its detention. Such expenses must be paid to the impoundment facility prior to the release of the cat.
- E. Adoption: If an animal is adopted, at the time of adoption, the right of ownership in the animal shall transfer to the new owner. No cat or other animal so caught and detained or procured, obtained, sent or brought to a pound or shelter shall be sold or otherwise made available for the purpose of experimentation.

#### Section 131A-9: Nuisance.

Any cat causing the destruction or private or public property or injury to a person or other domestic animal, creating a threat to public health, safety or welfare, causing damage to any lawn, shrubbery, flowers, grounds, trees or otherwise interfering with the enjoyment of property shall be declared a nuisance.

#### Section 131A-10: Violations and Penalties.

Except as otherwise provided in this ordinance, any person who violates, or who fails, or refuses to comply with this ordinance, shall be liable to a penalty of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) for each offense to be recovered by and in the name of the local Board of Health, or by and in the name of the Borough of Ridgefield.

#### SECTION III - Repeals Conflicting Ordinances:

All other Ordinances of the Borough of Ridgefield that are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

#### SECTION IV - Severability:

If any part of this Ordinance shall be invalid, such parts shall be deemed severable and the invalidity thereof shall not affect the remaining part of this Ordinance.

SECTION V - Applicability:

This Ordinance shall take effect upon final passage thirty (30) days after the date of first publication in accordance with the law.

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Acosta

RESOLUTION NO. 148-2013

WHEREAS, an emergency has arisen under N.J.S.A.40A:11-6 requiring immediate repair of a sanitary sewer main located at 11 Victoria Terrace which occurred on March 30, 2013; and

WHEREAS, expedient repairs to the above named sanitary sewer by W.S. King & Son Equip. Co., Inc., in the amount of \$27,530.00 is necessary to provide for the health safety and welfare of the Borough of Ridgefield; and

WHEREAS, the Chief Financial Officer and Purchasing Agent have certified that proper procedures have been utilized in the Request for Emergency Purchases and that funds will be available from the Department of Public Works Line of the CY2013 Budget or a Capital Improvement Ordinance to be introduced:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the emergency repair to the Victoria Terrace sanitary sewer by W.S. King & Son Equip. Co., Inc., in the amount not to exceed \$27,530.00 is and hereby approved.

BE IT FURTHER RESOLVED that the funds for this emergency repair will be available from the Department of Public Works Operating Expense line item of CY 2013 Current Budget or a Capital Improvement Ordinance to be introduced.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Acosta

RESOLUTION NO. 149-2013

WHEREAS, Dutra Excavating & Sewer, Inc., posted \$1,250.00 cash escrow on March 21, 2013 as a requirement of a Road Opening Permit #251(Chapter 350-13 et seq) in front of Block 1006 Lot15, 897 Ray Avenue; and

WHEREAS, said road opening was cancelled and the Department of Public Works on April 3, 2013 made recommendation for the release of escrow funds;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer is and hereby authorized to release \$1,250.00 cash escrow to Dutra Excavating and Sewer, Inc.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 150-2013

WHEREAS, the project known as Emergency Sanitary Sewer Repair at Hoyt Avenue near Grand Avenue was awarded to Gallen Contracting in the amount of \$35,250.00; and

WHEREAS, certain additional time and materials have resulted in field changes necessary for the efficient completion of this project in the increased amount of \$88,729.00; and

WHEREAS, said changes are prudent as it would be detrimental to the Borough of Ridgefield to halt and rebid the project, causing delays in its completion:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield in the County of Bergen and State of New Jersey that Change Order No. 1 in the amount of Eighty Eight Thousand, Seven Hundred Twenty Nine Dollars and no Cents (\$88,729.00) for Gallen Contracting on the project known as Emergency Sanitary Sewer Repair at Hoyt Avenue near Grand Avenue is and hereby approved, amending the contract to \$123,979.00.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies no funds are required for the purpose of this Change Order from Capital Ordinance number 2222.

BE IT FURTHER RESOLVED that the Borough Attorney is hereby authorized to amend the contract to reflect changes in the project and consult with the Borough Engineer to recover monies expended on this project from Public Service Electric and Gas.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Castelli

RESOLUTION NO. 151-2013

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following people be hired as Swim Pool personnel for the 2013 pool season:

<b>Title</b>	<b>Last Name</b>	<b>First Name</b>	<b>Years</b>	<b>Rate</b>
PT- LG	Bickford	Richard	6	8.75
FT-LG	Bonic	Adam	5	8.50
SUB	Buzancic	Fedja	9	10.50
FT- LG	Buzancic	Tin	4	8.25
SUB	Camponogara	Ivan	8	10.25
SUB	Camponogara	Sabina	5	9.75
GATE	Cancian	Patrick	6	8.75
FT-LG	Cancian	Alex	6	8.75
FT-LG	Catherina	Kevin	9	9.50
FT-LG	Catherina	Maggie	4	8.50
FT-LG	China	Alex	8	10.25
SUB	China	Samantha	4	8.25
SUB	Fay	Daniel	4	8.25
FT-LG	Goldman	Matt	6	8.75
SUB	Goldman	Alyssa	6	8.75
GATE/DESK	Gutshteyn	Evita	13	12.00
FT-LG	Kalathas	Tryfon	5	8.50
FT-LG	Kiskanyan	Melanie	5	8.50
FT-MAIN	Kohler	Kevin	5	8.50
SUB	Kolenovic	Emily	8	9.25
FT-LG	Konrad	Sabina	6	9.75
SUB	Kopec	Paulina	6	8.75
SUB- MAN	Lado	David	15	11.00
SUB-MAN	Lado	Robert	17	11.00
SUB	Lynch	Kaitlyn	10	9.75
SUB-MAN	Meller	Edward (JJ)	13	11.00
SUB-MAN	Muccia	Amanda	13	11.00
FT-LG	Muccia	Nicholas	4	8.25
FT-LG	Ruppert	Kyle	10	11.00
SUB	Rush	Paisleigh	4	8.25
FT-HLG	Ruppert	Keith	8	13.25
SUB	Skoblar	Philip	8	10.25
SUB	Skoblar	Daniel	6	9.75
PT-LG	Skoblar	Diana	4	8.25
FT-LG	Spoleti	Gabriella	7	10.00
SUB	Stavrou-Wilson	Pani	5	8.50
GATE	Turro	Stephen	11	10.00
SUB	Turro	Leigh	6	8.75
PT-LG	Vermeal	Briana	4	8.25

FT-LG	Vermeal	Kyle	6	9.00
FT-LG	Weikl	Joseph	4	8.25
GATE	Wiss	Rita	29	13.50
FT-LG	Woegens	Taylor	4	8.25
FT-MAN	Wunder	Sharon	20	13,860
PT-GATE	Wunder	Michael	17	11.00
FT-MAN	Catherina	Edward	3	7,650
PT-LG	Freitag	Christopher	3	8.00
GATE	Goldman	Maria del Pilar	2	8.00
SUB	Walsh	Kassidy	4	8.25
PT-LG	Brown	Connor	3	8.00
SUB	Egizi	Adam	4	8.25
FT-LG	Niosi	Michael	3	8.00
PT-LG	Alegria	Mark	4	8.25
FT-LG	Durkin	Jordan	3	8.00
FT-LG	Toumazou	Ioannis	3	8.00
SUB-GATE	Gibaldi	Patrick	2	7.50
PT-MAIN	Cinque	Anthony	3	8.00
GATE	Muccia	Linda	4	8.50
GATE	Fugnitti	Dallas	3	8.00
FT-LG	Ryder	Richie	5	8.50
PT-LG	Magriples	Iman	2	7.50
PT-LG	Crudello	Alex	2	7.50

**COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Penabad

RESOLUTION NO. 152-2013

WHEREAS, in year 2012 the Borough of Ridgefield successfully sponsored it's Eighth Annual Cleanup Day; and

WHEREAS, the Environmental Commission of the Borough of Ridgefield has recommended that the tradition of an annual cleanup day be continued in year 2013; and

WHEREAS, the Mayor and Council wishes to recognize the initiative and hard work of the Environmental Commission; and

WHEREAS, it is in the best interests of the community that a Ninth Annual Cleanup Day be scheduled in the year 2013;

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

1. Saturday, April 27, 2013 be, and hereby is, declared to be the Ninth Annual Cleanup Day in the Borough of Ridgefield. In case of rain, the cleanup day will be held on Sunday, April 28, 2013.
2. The Environmental Commission will take the lead in implementing the cleanup day. It is envisioned that teams of volunteers will be scheduled to collect trash and recyclables from various public areas, that residents be encouraged to remove litter from their properties and curb areas in front of their homes, and that local businesses are encouraged to clean up their properties, including parking lots and other surrounding areas.
3. The Borough hereby encourages all of its residents to work together in connection with the goal of the cleanup day in order to become better stewards of the earth, and to take pride in the community by making Ridgefield clean and green.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri, Borough Clerk

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Penabad

RESOLUTION NO. 153-2013

BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$20,000 to fund the Community Forestry Program Community Stewardship Incentive Program Grant;

NOW, THEREFORE, BE IT RESOLVED that Anthony R. Suarez, Mayor is authorized to make application for such a grant and if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$20,000.00 and not more than \$20,000.00 and to execute any amendments thereto which do not increase the Grantee's obligations; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Ridgefield authorizes and agrees to match 33.3% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100% of the match will be made up of in-kind services.

BE IT FURTHER RESOLVED that the Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 154-2013

WHEREAS, the Mayor and Council of the Borough of Ridgefield is always concerned about the tax burden to the citizens of the Borough; and

WHEREAS, the Mayor and Council is always looking for lawful ways to raise additional revenues to ease that tax burden; and

WHEREAS, the Mayor and Council is desirous of exploring the idea of doing third party billing (billing to insurance companies) for some of the services of its emergency services and CSO officers; and

WHEREAS, it is in the best interests of the Borough of Ridgefield and its taxpayers that these options be explored;

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

1. The Borough Attorney be, and he hereby is, authorized, in consultation with the Purchasing Agent and Chief of Police, to formulate a request for proposals for third party billing on account of Ridgefield emergency services.

2. The Borough Clerk be, and she hereby is, authorized and directed to advertise the request for proposals for the rendering of services as described therein.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 155-2013

WHEREAS, Mayor Anthony Suarez and the Borough of Ridgefield have jointly pursued from one of the Borough's insurance carriers, the Municipal Excess Liability Joint Insurance Fund, reimbursement for the attorney's fees and out of pocket expenses incurred by the Mayor in the successful defense of the criminal prosecution against him, in which he was acquitted, and which arose while the Mayor was in the course of his duties; and

WHEREAS, there is a proposed settlement of that litigation; and

WHEREAS, the settlement is embodied in the form of three Releases to be issued by and between the parties in the forms attached hereto; and

WHEREAS, the Council is satisfied that the settlement is fair and reasonable under all of the circumstances and is in the best interests of the Borough of Ridgefield;

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

1. The Releases attached hereto as Exhibits A, B and C, representing the settlement of the litigation as referenced above, be and hereby are, approved.

2. The Council President be, and hereby is, authorized and directed to execute the Release to be given to the Borough's insurance carriers on behalf of the Borough, and the Borough Clerk be and she hereby is authorized and directed to attest to same.

3. The payment authorized by the Releases by the Borough to the Mayor be and hereby are approved, subject to certification of the availability of funds.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri, Borough Clerk

	COUNCIL VOTE			
	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

RELEASE

This Release, dated April , 2013, is given

**BY** the Releasor(s)

ANTHONY R. SUAREZ

referred to as "I",

**TO**

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND  
AND PUBLIC ALLIANCE INSURANCE GROUP FUND ("PAIC")

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

**1. Release.** I release and give up any and all claims and rights, which I may have against You. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything, which has happened up to now. I specifically release the following claims:

Any and all claims arising from, through or out of my claim for reimbursement of legal fees and/or costs incurred in connection with the successful defense of a criminal prosecution entitled *United States v. Anthony R. Suarez*, Indictment No. 09-932.

**2. Payment.** I will be paid a total of \$161,500 by You in full payment for making this Release. Specifically the Municipal Excess Liability Fund shall pay/contribute \$111,500 and the sum of \$50,000 will be paid by PAIC. In addition, The Municipal Excess Liability Joint Insurance Fund will pay the sum of \$14,000 to my attorney, S. Gregory Moscaritolo, Esq. as attorney's fees in consideration of the Releasor's claim for reimbursement of legal fees in the above-referenced matter. I agree that I will not seek anything further including any other payment from You. It is further represented and the understanding of the Releasor that the Borough of Ridgefield will also make payment of \$111,500 to me in connection with his claim for reimbursement of legal fees and/or costs incurred in connection with the defense of the criminal prosecution entitled United States v. Anthony R. Suarez, indictment no. 09-932. In addition, The Borough of Ridgefield will pay the sum of \$14,000.00 to S. Gregory Moscaritolo as attorney's fees in

connection with my claim for reimbursement of legal fees and/or costs incurred in connection with the defense of the referenced criminal prosecution.

**3. Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

**4. Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

\_\_\_\_\_

\_\_\_\_\_  
ANTHONY R. SUAREZ

STATE OF NEW JERSEY, COUNTY OF BERGEN SS.:

I CERTIFY that on April \_\_\_\_\_, 2013

ANTHONY R. SUAREZ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

\_\_\_\_\_

RELEASE

This Release, dated April           , 2013, is given

**BY** the Releasor(s)

BOROUGH OF RIDGEFIELD

referred to as "I",

**TO**

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND AND  
PUBLIC ALLIANCE INSURANCE GROUP FUND "(PAIC)"

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

**1. Release.** I release and give up any and all claims and rights, which I may have against You which arise in connection with, directly or indirectly, the claims as follows:

Any and all claims arising from, through or out of Anthony Suarez's claim for reimbursement of legal fees and/or costs incurred in connection with the successful defense of a criminal prosecution entitled *United States v. Anthony R. Suarez*, Indictment No. 09-932, and in connection with any other claim that may relate to legal fees related to Anthony R. Suarez's successful defense of his criminal prosecution.

**2. Payment/Terms of Settlement.** I will be paid nothing for making this Release. I do understand, however, that in consideration of making this Release that you will be making a payment of \$111,500.00 to Anthony Suarez in connection with his claim for reimbursement of legal fees and/or costs incurred in connection with the defense of the criminal prosecution entitled United States vs. Anthony R. Suarez, indictment no.09-032. In addition, you will pay sum of \$14,000.00 to S. Gregory Moscaritolo, Esq., Mr. Suarez' attorney in connection with Mr. Suarez' claim against you for reimbursement of legal fees and costs in connection with the defense of the referenced criminal prosecution. It is further agreed that the Borough of Ridgefield will also make a payment of \$111,500.00 to Anthony Suarez in connection with his claim for reimbursement of legal fees and/or costs incurred in connection with the defense of the criminal prosecution entitled United States v. Anthony R. Suarez, indictment no. 09-932. In addition, the Borough of Ridgefield will pay the sum of \$14,000.00 to S. Gregory Moscaritolo as attorney's fees in connection with Mr. Suarez' claim for reimbursement of legal fees and/or costs incurred in connection with the defense of the referenced criminal prosecution. The Borough of Ridgefield further agrees that should any additional monies be obtained by the Borough of Ridgefield as reimbursement of legal fees and/or costs incurred in connection with the defense of the criminal prosecution entitled United States v. Anthony R. Suarez, indictment no. 09-932 that there will be pro-rata sharing of any and all monies obtained by the Borough from future claims

it may pursue of the net recovery following deductions of fees and costs incurred in pursuit of such claims following the execution of this release. It is further the understanding that an additional payment of \$50,000.00 will be made to Anthony Suarez for reimbursement of legal fees and/or costs incurred in connection with the defense of the criminal prosecution entitled United States v. Anthony R. Suarez, indictment no. 09-932 by Public Alliance Insurance Coverage Fund ("PAIC").

**3. Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as you heirs or the executor of your estate.

**4. Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

BOROUGH OF RIDGEFIELD

\_\_\_\_\_  
Linda Silvestri, Borough Clerk

By: \_\_\_\_\_  
Russell Castelli, Council President

STATE OF NEW JERSEY, COUNTY OF BERGEN SS:  
I CERTIFY that on March , 2013

RUSSELL CASTELLI personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the Release;
- (b) was authorized to and did execute this Release as Council President of the Borough of Ridgefield, the entity named in this Release;
- (c) executed this Release as the act of the entity.

\_\_\_\_\_

RELEASE

This Release, dated April           , 2013, is given

**BY** the Releasor(s)

ANTHONY R. SUAREZ

referred to as "I",

**TO**

BOROUGH OF RIDGEFIELD

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

**1. Release.** I release and give up any and all claims and rights, which I may have against You. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything, which has happened up to now. I specifically release the following claims:

Any and all claims arising from, through or out of my claim for reimbursement of legal fees and/or costs incurred in connection with the successful defense of a criminal prosecution entitled *United States v. Anthony R. Suarez*, Indictment No. 09-932.

**2. Payment.** I will be paid a total of \$111,500 by You in full payment for making this Release. In addition, You will pay to my attorney, S. Gregory Moscaritolo, Esq., the difference between his attorney fee bill and the \$14,000 being paid to him by the Municipal Excess Liability Fund. I agree that I will not seek anything further including any other payment from You.

**3. Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as you heirs or the executor of your estate.

**4. Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

---

---

ANTHONY R. SUAREZ

STATE OF NEW JERSEY, COUNTY OF BERGEN SS.:

I CERTIFY that on April , 2013

ANTHONY R. SUAREZ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

---

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 156-2013

WHEREAS, there is a need for surveying services in connection with the Borough's efforts to offer for sale the property commonly known as Block 2402, Lot 1 on the Tax Map of the Borough of Ridgefield; and

WHEREAS, the Borough solicited quotes for the survey project; and

WHEREAS, the lowest quote was submitted by the Borough Engineer, TY Lin International in the amount of \$4,315; and

WHEREAS, the amount of the project is well below the bid threshold; and

WHEREAS, surveying services must be performed by licensed professionals and therefore disqualifies as a professional service contract;

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

1. The survey project in connection with the sale of Marine Park be and hereby is awarded to TY Lin International without competitive bid.
2. The Mayor and the Borough Clerk be, and they hereby are, authorized to execute the proposal attached hereto.
3. The award of this contract is contingent upon the certification of the availability of funds and determination that TY Lin International is in compliance with all applicable pay to play regulations.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri, Borough Clerk

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

## CONTRACT

This is a contract made and entered into this     day of April 2013 by and between TY Lin International, a company organized and existing under the laws of the State of New Jersey, with its offices located at 550 Broad Street, Suite 1105, Newark, New Jersey 07102 (hereinafter referred to as "CONTRACTOR"), and the Borough of Ridgefield, a municipal corporation, organized and existing under the laws of the State of New Jersey, with offices located at 604 Broad Avenue, Borough of Ridgefield, State of New Jersey (hereinafter referred to as "BOROUGH").

### **RECITALS**

WHEREAS, the BOROUGH requires the services of a qualified surveyor to perform certain surveying services for property commonly known as Block 2402, Lot 1 on the Tax Map of the Borough of Ridgefield; and

WHEREAS, the BOROUGH solicited proposals from various qualified surveyors; and

WHEREAS, the BOROUGH has awarded the job to the CONTRACTOR based on the letter proposal dated April 3, 2013 attached and incorporated herein; and

WHEREAS, the cost of the proposal is well below the bid threshold; and

WHEREAS, the Borough is accepting the proposal as per Resolution No. 156-2013 dated April 22, 2013; and

WHEREAS, the BOROUGH and the CONTRACTOR now wish to enter into a contract in conformity with the bid specifications and bid proposal.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK: The CONTRACTOR agrees to provide all labor, tools, equipment and materials to perform surveying services as per the proposal dated April 3, 2013, attached hereto and incorporated herein.

2. PAYMENT TO CONTRACTOR: CONTRACTOR shall be paid the sum of \$4,315.00 for all work required under the contract to perform the surveying services.

3. INCORPORATION OF TERMS OF PROPOSAL: This contract incorporates all of the terms, conditions and provisions of the letter proposal by the CONTRACTOR dated April 3, 2013 and attached hereto.

4. INSURANCE: The CONTRACTOR shall, before undertaking the performance of the Contract obtain, and maintain in full force and effect at all times during the performance of the Contract, the following policies of insurance with a reputable company or companies authorized to do business in the State of New Jersey, which policies of insurance and which companies shall be reasonably acceptable to and approved by the BOROUGH:

A. Comprehensive General Public Liability Insurance, including automobile coverage, in an amount not less than \$500,000/\$1,000,000 for personal injuries including accidental property damage. The CONTRACTOR shall cause the insurance carrier to endorse the said policy to include the BOROUGH as an additional insured and to include indemnification of the BOROUGH as required herein.

B. Public Liability on each vehicle or equipment used or to be used by the CONTRACTOR in the performance of the Contract, which policy shall contain limits of not less than \$500,000/\$1,000,000 for personal injuries including accidental death and property damage coverage in the amount of not less than \$500,000. The CONTRACTOR shall cause the insurance carrier to endorse the said policy to include the BOROUGH as an additional insured and to include indemnification of the BOROUGH as required herein.

C. Standard Workmen's Compensation and Employers' Liability Insurance indemnifying the CONTRACTOR against any loss arising from liabilities or injuries sustained by any and all agents and servants of the CONTRACTOR and as may be required by law. The CONTRACTOR shall cause the insurance carrier to endorse the said policy to include the BOROUGH as an additional insured and to include indemnification of the BOROUGH as required herein.

5. INDEMNIFICATION: The CONTRACTOR shall indemnify and save the BOROUGH harmless from and against any and all claims, demands, actions, damages, losses, costs, fines, penalties, expenses and liability of every kind, name and nature, including all reasonable expenses incurred by the BOROUGH, which may result or arise, directly or indirectly from or by reason of the performance of the contract or from any act or omission by the CONTRACTOR, its agents, servants, employees or Subcontractors and which shall result in any loss of life or property or injury or damage to persons or property.

All policies of insurance shall be written by companies authorized to do business in the State of New Jersey. All policies shall be renewed no later than ten (10) days prior to expiration and evidence of such renewal, whether in the form of Certificates, policies or copies of policies, shall be forthwith submitted to the Borough Clerk, together with proof of payment of premium.

The CONTRACTOR shall pay all social security, unemployment, disability and other taxes required by State or Federal Law and shall furnish proof thereof to the BOROUGH, if and when required.

6. ASSIGNMENT OF CONTRACT: There shall be no assignment or subletting of the Contract or any part thereof or of any money due to become due thereon without the consent of the Mayor and Council of the BOROUGH, expressed by Resolution.

7. BANKRUPTCY OR INSOLVENCY: It is further understood and agreed that should the CONTRACTOR be declared insolvent or bankrupt at any time during the performance of the Contract, either by virtue of any State or Federal Laws, that such adjudication shall in no way terminate the liability of the CONTRACTOR under this Contract insofar as the liability of the surety company under its bond is concerned; the said surety company shall continue liability to the BOROUGH under the bond furnished as though said CONTRACTOR had not been adjudicated insolvent or bankrupt; and such adjudication of insolvency or bankruptcy may be construed by the BOROUGH as default of the CONTRACTOR.

8. DEFAULT: In the event that the CONTRACTOR shall perform the Contract in an unsatisfactory manner, the Mayor and Council may declare the bidder to be in default of these specifications and his Contract. Such declaration of default, however, shall not be made until the bidder shall have been given a hearing by the entire Mayor and Council. In the event that a default shall be declared by the entire Mayor and Council, the Mayor and Council shall have the option of engaging another person or persons to complete said Contract in accordance with the manner prescribed by law. In such event, the CONTRACTOR and the surety, upon his performance bond, shall be liable to the BOROUGH for the difference between the cost of

completing such Contract and the amount payable to the new bidder for the remaining time he has to perform the Contract in accordance with the within specifications.

9. EXTRA WORK: Extra work not contemplated by the Contract shall not be performed, nor shall other material be furnished, unless on written order of the BOROUGH.

10. CONFORMITY TO LAWS AND ORDINANCES: The work done in the performance of the contract shall be conducted and managed in all cases in conformity with the laws of the State of New Jersey, the Ordinances of the BOROUGH and of any other municipality and the lawful regulations of any State or local health authorities having jurisdiction.

The bidder represents that he is recognized as being qualified in the performance of the work, supplying of goods and/or services as called for in the specifications above and shall, upon request, furnish evidence that he is prepared to comply with all state, municipal and local laws, conditions, ordinances, regulations and other matters affecting the project.

11. PAYMENTS: All work is to be authorized by a Purchase Order and payment shall be by Voucher to include all required invoices. The Vendor shall be entitled to no additional compensation beyond the amount specified on the Purchase Order.

12. PAY TO PLAY: The CONTRACTOR represents that it is not in violation of any commonly known pay to play law, rule or ordinance including the Borough's Pay to Play Ordinance. The CONTRACTOR shall, as a condition of this contract, submit a certification of its compliance with these laws.

13. PREVAILING WAGE: The parties agree that this contract is not subject to the requirement that the CONTRACTOR pay prevailing wages, as per the provisions of N.J.S.A. 34:11-56.26, et.

seq., since the portion of the contract that is deemed to be public work is below the threshold amount established by N.J.S.A. 34:11-56.26 (11).

14. BUSINESS REGISTRATION: The CONTRACTOR shall provide proof of his compliance with the Business Registration requirements as set forth in N.J.S.A. 52:32-44.

IN WITNESS WHEREOF the parties have set their hands and seals on the dates indicated next to their respective signatures.

DATE

ATTEST

BOROUGH OF RIDGEFIELD

\_\_\_\_\_

\_\_\_\_\_

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

Linda Silvestri  
Borough Clerk

Mayor Anthony R. Suarez

TY LIN INTERNATIONAL

\_\_\_\_\_

\_\_\_\_\_

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



April 3, 2013

Mayor & Council  
Borough of Ridgefield  
604 Broad Avenue  
Ridgefield, New Jersey 07657

Reference: Marine Park Survey  
Block 2402, Lot 1, 10 - Bell Drive  
Borough of Ridgefield, NJ

Dear Mayor & Council:

T.Y. Lin International (TYLI) is pleased to provide the following proposal for surveying and mapping services for the above referenced property.

**Understanding the Project**

TYLI understands that the Borough of Ridgefield is seeking to convey the property known as Marine Park (also known as Block 2402, Lot 1 and 10 Bell Drive) to private ownership. To accomplish this, a survey of the existing premises along with a legal description for conveyancing is needed.

TYLI proposes to meet the needs of the Borough by performing the following Scope of Services.

**Scope of Services**

**Boundary Survey**

TYLI will prepare a survey of Borough property shown on Borough Tax Maps as Block 2402, Lot 1, also known as 10 Bell Drive based on title documentation provided by the Borough and additional records researched as determined to be necessary. The survey will be performed in accordance with the rules and regulations promulgated by the New Jersey State Board of Professional Engineers and Land Surveyors. The survey will comply with N.J.S.A. 45:8-27 et seq and N.J.A.C. 13:40-5.1 et seq.

TYLI will conduct a field survey of the property and, if needed, the adjoining properties to re-establish the boundaries of the subject property. If TYLI must enter upon the lands of an adjoining property owner, a certified letter will be sent by the surveyor to obtain Right of Entry to the adjoining property.

TYLI will recover any and all evidence necessary to complete the retracement of the subject property boundaries. TYLI shall set corner markers at the subject property corners if not

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currently marked. If the corner falls in an inaccessible area or stream, a point on line made of durable material shall be set at an offset to the corner and noted on the plan of survey.

TYLI shall prepare a plan of survey showing all improvements on and abutting the subject property along with any encroachments onto or off of the subject property. Corner markers found or set shall be shown along with the metes and bounds.

**Description**

TYLI shall prepare a metes and bounds description of the subject property suitable for use in conveyancing. The metes and bounds description shall be prepared using the evidence and measurements obtained during the field portion of the survey. The description will be printed on company letterhead and contain a signature block of a New Jersey licensed Professional Land Surveyor.

**Deliverables**

TYLI shall provide the Borough six signed and sealed copies of the plan of survey certified to the Borough of Ridgefield and three signed and sealed copies of the metes and bounds description.

**Fees**

The fee to perform the surveying and mapping services listed above is \$4,315.00.

Should you have any questions, or require additional information, please feel free to contact me at our Hackettstown, New Jersey office at (908) 441-7160.

Very truly yours,



Michael W. King, P.L.S.  
Senior Project Manager  
T.Y. Lin International

**enclosure(s)**

cc: Mr. Brian A. Conroy, P.E., Borough Engineer  
Mr. Erik Lenander - Borough of Ridgefield Assistant CFO,  
Linda Silvestri - Borough of Ridgefield Clerk  
Mr. Russell Castelli - Borough of Ridgefield Council President  
Stephen F. Pellino, Esq. - Basile Birchwale & Pellino, LLP

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 157-2013

WHEREAS, Ridgefield Senior Housing, LLC (hereinafter referred to as the "Sponsor") proposes to construct 56 units of affordable housing for senior citizens with qualifying incomes (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the Borough of Ridgefield (hereinafter referred to as the "Municipality") on a site described as Block 904, Lot 1 as shown on the Official Assessment Map of the Borough of Ridgefield, Bergen County and commonly known as 650 Shaler Boulevard, Ridgefield, New Jersey; and

WHEREAS, the Sponsor is or will be the subtenant of the Housing Authority of Bergen County, to whom the Borough has agreed to lease Block 904, Lot 1, for the purposes of constructing the housing as herein stated; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, the Project will or may be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

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

- (1) The Mayor and Council finds and determines that Ridgefield Senior Housing Development, the 56-unit senior citizen housing Project proposed by the Sponsor meets or will meet an existing housing need.
- (2) The Mayor and Council finds and determines that Ridgefield Senior Housing Development, the 56-unit senior citizen housing Project proposed by the Sponsor, will satisfy all or part of the municipality's low and moderate income housing obligation.
- (3) The Mayor and Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity

with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 158-2013

WHEREAS, Ridgefield Senior Housing, LLC (hereinafter referred to as the “Sponsor”) proposes to construct a housing project known as Ridgefield Senior Housing Project that will provide 56 units of affordable Senior rental housing (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C.5:80-1.1 et seq. and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”) within the Borough of Ridgefield (hereinafter referred to as the “Municipality”) on a site described Block 904, Lot 1, as shown on the Official Assessment Map of the Borough of Ridgefield, Bergen County; and

WHEREAS, the Sponsor is or will be the subtenant of the Housing Authority of Bergen County, to whom the Borough has agreed to lease Block 904, Lot 1, for the purposes of constructing the housing as herein stated; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

WHEREAS, pursuant to the HMFA Requirements, the Mayor and Council of the Borough of Ridgefield hereby determines that there is a need for this senior rental housing project in the Borough of Ridgefield.

WHEREAS, the Sponsor has presented to the Mayor and Council, a revenue projection of the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield (the “Mayor and Council”) that:

1. The Mayor and Council finds and determines that the proposed senior rental project will meet or meets an existing housing need.
2. The Mayor and Council does hereby adopt the within Resolution and makes the determination and finding herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Requirements with the intent and purpose

that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project.

3. The Mayor and Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "B".

4. The Mayor and Council hereby authorizes and directs the Mayor and Borough Clerk of the Borough of Ridgefield to execute, on behalf of the Municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit "B".

5. The Mayor and Council understands and agrees that the revenue projections set forth in Exhibit "A" are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and Municipality.

Approved:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

Attest:

\_\_\_\_\_  
Linda M. Silvestri, Borough Clerk

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

**CERTIFICATION**

I, LINDA SILVESTRI, Clerk of Borough of Ridgefield, in the County of Bergen, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Borough Council at a regular meeting held on the \_\_\_\_ day of April 2013.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Borough this \_\_\_\_\_ day of April 2013.

\_\_\_\_\_  
LINDA SILVESTRI

EXHIBIT "A"

FINANCIAL ESTIMATE  
RELATING TO ANNUAL SERVICE CHARGES  
OF  
RIDGEFIELD SENIOR HOUSING, LLC

With regard to a housing development to be constructed, known as Ridgefield Senior Housing, to be located in the Borough of Ridgefield, (Bergen County), New Jersey.

Estimated Annual Rent Payable by Residential Tenants	\$516,432
Less: Estimated Vacancy 7%	\$ 36,150
Less: Estimated Project Paid Utilities	\$ 35,000
 Estimated Annual Project Revenues	 \$445,282
 Estimated Annual Municipal Service Charge of _____% of Project Revenues	 \$ _____

Total Number of Residential Units: 56



EXHIBIT "B"

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2013, between Ridgefield Senior Housing, LLC., a limited liability Company of the State of New Jersey, having its principal office at One Bergen County Plaza, 2<sup>nd</sup> Floor, Hackensack, New Jersey 07601 (hereinafter the "Sponsor") and the Borough of Ridgefield, a municipal corporation in the County of Bergen and State of New Jersey (hereinafter the "Municipality").

**WITNESSTH:**

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et. seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated April 22, 2013 (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The parties agree that the Sponsor is the subtenant of the Housing Authority of Bergen County to whom the Municipality has leased the property designated as Block 904, Lot 1, as shown on the Official Assessment Map of the Borough of Ridgefield.

3. The Project is or will be situated on that parcel of land designated as Block 904, Lot 1, as shown on the Official Assessment Map of the Borough of Ridgefield.

4. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.

5. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amounts as follows:

(1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to the amount of taxes due on the property

for the year preceding the recording of the Agency Mortgage. As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.

(2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to \_\_\_\_ percent of the Project Revenues.

(b) For projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to \_\_\_\_\_ percent of the Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) or (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 6 below.

6. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of the operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at \_\_\_\_percent of Projected Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its rights to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality.

If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by Municipality.

(c) In the event of the delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and the NJHMFA in the manner set forth in 10(a) below, prior to any legal action being taken.

7. The tax exemption provided herein shall apply only so long as the Sponsor or its successor and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

8. Upon termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

9. The Sponsor, its successor and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors or assigns.

10. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

- (a) When sent by the Municipality to the Sponsor, it shall be addressed to Domingo Senande, One Bergen County Plaza, 2<sup>nd</sup> Floor, Hackensack, New Jersey, 07601 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.
- (b) When sent by the Sponsor to the Municipality, it shall be addressed to the Office of the Borough Manager or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

11. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, the parties agree that the Superior Court, Chancery Division, Bergen County shall be the appropriate venue for the filing of litigation to resolve any such dispute.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement or produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST

RIDGEFIELD SENIOR HOUSING, LLC

\_\_\_\_\_

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

ATTEST

BOROUGH OF RIDGEFIELD

\_\_\_\_\_  
Linda Silvestri, Borough Clerk

By:\_\_\_\_\_  
Mayor Anthony R. Suarez

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 159-2013

WHEREAS, an emergency has arisen with respect to current fund appropriations; and

WHEREAS, no adequate provision has been made in the Calendar Year 2013 temporary budget appropriations for the aforesaid purpose, and N.J.S.A. 40A: 4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the Calendar Year 2013 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including this resolution total \$10,545,929.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that in accordance with N.J.S.A. 40A:4-20, that an emergency temporary appropriation be and the same is hereby made for:

CURRENT FUND

General Administration	
Salaries & Wages	16,000.00
Other Expenses	5,000.00
Rent Leveling	
Salaries & Wages	1,500.00
Mayor & Council	
Salaries & Wages	10,000.00
Municipal Clerk	
Salaries & Wages	25,000.00
Other Expenses	10,000.00
Financial Administration	
Salaries & Wages	38,000.00
Assessment of Taxes	
Salaries & Wages	4,400.00
Other Expenses	800.00
Professional Services	2,000.00
Collection of Taxes	
Salaries & Wages	20,000.00
Other Expenses	5,000.00
Legal Services	
Retainer	10,000.00
Engineering Services	

Other Expenses	35,000.00
Planning Board	
Salaries & Wages	1,500.00
Construction Code	
Salaries & Wages	40,000.00
Other Expenses	5,000.00
Property Maintenance	
Salaries & Wages	2,000.00
Other Expenses	500.00
Insurance	
Liability	120,000.00
Workers Compensation	120,000.00
Employee Health	500,000.00
Police Dep't	
Salaries & Wages	1,000,000.00
Other Expenses	15,000.00
Vehicle Purchase	60,000.00
Emergency Management	
Salaries & Wages	5,000.00
Ambulance Corps	
Other Expenses	5,000.00
Community Service Officers	
Salaries & Wages	25,000.00
Fire Protection	
Other Expenses	20,000.00
Hydrant Service	30,000.00
Fire Prevention	
Salaries & Wages	17,000.00
Other Expenses	5,000.00
Prosecutor	3,000.00
Dep't Public Works	
Salaries & Wages	300,000.00
Other Expenses	30,000.00
Sanitation	
Salaries & Wages	70,000.00
Sanitary Landfill	50,000.00
Recycling	
Salaries & Wages	3,000.00
Public Buildings & Grounds	30,000.00
Maintenance of Vehicles	
Streets & Roads	10,000.00
Fire	3,500.00
Police	5,000.00
Volunteer Ambulance	1,000.00
Sanitation	4,000.00
Board of Health	



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.

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Joseph Luppino,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 22, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 160-2013

BE IT RESOLVED, that warrants totaling \$2,709,566.73  
be drawn on the following accounts:

CURRENT	\$2,642,052.10
TRUST	\$63,276.30
CAPITAL	\$663.20
POOL	\$2,908.46
DOG LICENSE	\$666.67
<b>TOTAL</b>	<b>\$2,709,566.73</b>

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk