

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: February 11, 2013

Open Public Meetings Statement by
Mayor Suarez

Public Session to Adjourn to C.T.O.:
Executive Session: Adjourn:

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:

ROLL CALL-PUBLIC SESSION

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez				
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

As advertised, hearing will be held on Ordinance No. 2217 entitled, “BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$550,000 FOR VARIOUS PRELIMINARY EXPENDITURES FOR THE CIVIC CENTER FOR AND BY THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$522,500 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2218 entitled, “AN ORDINANCE AMENDING CHAPTER 115 OF THE CODE OF THE BOROUGH OF RIDGEFIELD, ENTITLED AFFORDABLE HOUSING”

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

75-2013	Councilman Jimenez	Professional Service Agreement-Borough Appraiser
76-2013	Councilman Jimenez	Professional Service Agreement - Borough Prosecutor
77-2013	Councilman Jimenez	Professional Service Agreement - Substitute Prosecutor
78-2013	Councilman Jimenez	Professional Service Agreement – Rent Leveling Attorney
79-2013	Councilman Jimenez	Professional Service Agreement – Tax Appeal Attorney
80-2013	Councilman Jimenez	Professional Service Agreement-Bond Counsel
81-2013	Councilman Jimenez	Professional Service Agreement-Borough Engineer
82-2013	Councilman Jimenez	Professional Service Agreement-Special Counsel
83-2013	Councilman Jimenez	Professional Service Agreement-Special Counsel
84-2013	Councilman Jimenez	Professional Service Agreement-Special Labor Attorney
85-2013	Councilman Jimenez	Professional Service Agreement-Borough Insurance Agent/Risk Manager
86-2013	Councilman Jimenez	Clear Escrow Deposits of Record
87-2013	Councilman Jimenez	Return of Escrow-New Cingular Wireless PCS
88-2013	Councilman Acosta	Retirement Agreement-Lt. Pych
89-2013	Councilman Jimenez	Freeze Act 2010 Tax Court Judgment Block 2303, Lot 8
90-2013	Councilman Jimenez	Tax Court Judgment Block 305, Lot 8
91-2013	Councilman Jimenez	Tax Court Judgment Block 2107, Lot 7
92-2013	Councilman Jimenez	Tax Court Judgment Block 2303, Lot 1
93-2013	Councilman Acosta	Authorize Mayor Suarez to Sign Municipal Alliance Grant Letter of Agreement
94-2013	Councilman Jimenez	Request Approval for Dedication by Rider for Ridgefield Anti-Bullying Committee Donations
95-2013	Councilman Jimenez	Approve Emergency Repair-Hoyt Avenue Sanitary Sewer
96-2013	Councilman Jimenez	Professional Service Agreement-Borough Attorney

97-2013	Councilman Jimenez	Professional Service Agreement-Borough Planner
98-2013	Councilman Jimenez	Professional Service Agreement-Borough Auditor
99-2013	Councilman Jimenez	Oppose Senate Bill 2511
100-2013	Councilman Acosta	Appoint Public Defender and Substitute Public Defender
101-2013	Councilman Acosta	Appoint Engineer for Waste Water Monitoring Services

COUNCIL VOTE

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

RESOLUTIONS:

102-2013	Councilman Jimenez	Transfer of Appropriation Reserves
103-2013	Councilman Jimenez	Warrants

COMMENTS BY MAYOR:

Application for Raffles License:

Special Olympics NJ
50/50
725 Slocum Avenue
April 20, 2013

NJ State Firemen's Association Membership Application:

Paisleigh O. Rush
Company No. 2

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 February 11, 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 February 11, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2217

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

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$550,000 FOR VARIOUS PRELIMINARY EXPENDITURES FOR THE CIVIC CENTER FOR AND BY THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$522,500 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION”

introduced on the 28th day of January, 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 January 28, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2217

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$550,000 FOR VARIOUS PRELIMINARY EXPENDITURES FOR THE CIVIC CENTER FOR AND BY THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$522,500 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION”

BE IT ORDAINED, BY THE BOROUGH COUNCIL OF THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the “Improvements”) are hereby authorized to be undertaken by the Borough of Ridgefield, New Jersey (the “Borough”) as general improvements. For the said Improvements there is hereby appropriated the amount of \$550,000, such sum includes the sum of \$27,500 as the down payment as required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the “Local Bond Law”). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payments for capital purposes.

SECTION 2:

In order to finance the cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$522,500 pursuant to the provisions of the Local Bond Law (the “Bonds”). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Borough are hereby authorized to be issued in the principal amount not exceeding \$522,500 pursuant to the provisions of the Local Bond Law (the “Bond Anticipation Notes” or “Notes”).

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued is for various preliminary expenditures, including but not limited to architectural and engineering services for the Civic Center, and including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$522,500.

(c) The estimated cost of the Improvements is \$550,000 which amount represents the initial appropriation made by the Borough.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Borough Council of the Borough at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Civic Affairs, State of New Jersey is on file with the Borough Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited and stated:

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Borough may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the Improvements, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 30 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Civic Affairs, State of New Jersey. Such statement shows that the gross debt of the Borough, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$522,500 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$550,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Borough as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Borough authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$522,500.

SECTION 10:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2218

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 115 OF THE CODE OF THE BOROUGH OF RIDGEFIELD, ENTITLED AFFORDABLE HOUSING”

introduced on the 11th day of February, 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 25th day of February, 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 February 11, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2218

“AN ORDINANCE AMENDING CHAPTER 115 OF THE CODE OF THE BOROUGH OF
RIDGEFIELD, ENTITLED AFFORDABLE HOUSING”

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

Section I.

Section 115-9 be and hereby is amended by deleting the existing language of said section in its entirety and replacing same with the following:

To provide assurances that low-and moderate-income units built for COAH credit are created with controls on affordability over time and that low-and moderate-income households occupy these units, the Borough of Ridgefield will designate the COAH Administrator with the responsibility of assuring the affordability of sales and rental units over time. The COAH Administrator will be responsible for those activities detailed in N.J.A.C. 5:93-9.1(a).

A. In addition, the COAH Administrator will be responsible for utilizing the verification and certification procedures outlined in N.J.A.C. 5:93-9.1(b) in placing households in low-and moderate-income units.

B. Newly constructed low-and moderate-income sales units will remain affordable to low-and moderate-income households for at least 30 years. The COAH Administrator will require all conveyances of newly constructed units to contain the deed restriction and mortgage lien adopted by COAH and referred to as Technical Appendix E as found in N.J.A.C. 5:93.

C. Housing Units created through the conversion of a non-residential structure will be considered a new housing unit and will be subject to 30 year controls on affordability. The COAH Administrator will require COAH's appropriate deed restriction and mortgage lien.

Section II.

Section 115-11 be and hereby is amended by deleting the existing language of said section in its entirety and replacing same with the following:

Regarding rental units built for COAH credit:

A. Newly constructed low-and moderate-income rental units will remain affordable to low-and moderate-income households for at least 30 years. The COAH Administrator will require the deed restriction and lien and deed of easement referred to as Technical Appendix H as found in N.J.A.C. 5:93.

B. Affordability controls in accessory apartments will be for a period of at least 10 years, except if the apartment is to receive rental bonus credit pursuant to N.J.A.C. 5:93-5.13, then the controls on affordability will extend for 30 years.

C. Alternative living arrangements will be controlled in a manner suitable to COAH, that provides assurances that such facility will house low-and moderate-income households for at least 10 years except if the alternative living arrangement is to receive a rental bonus credit pursuant to N.J.A.C. 5:93-5.13, then the controls on affordability will extend for 30 years.

Section III.

Section 115-13D(1) be and hereby is amended by deleting the existing language of said section in its entirety and replacing same with the following:

The Borough shall appoint and contract with a qualified firm or individual to serve as COAH Administrator to administer the affirmative marketing program. The COAH Administrator has the responsibility to income-qualify low-and moderate-income households; to place income-eligible households in low-and moderate-income units upon initial occupancy; to provide for the initial occupancy of low-and moderate-income units with income-qualified households; to continue households for reoccupancy of units as they become vacant during the period of affordability control; to assist with advertising and outreach to low-and moderate-income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:93-9.1. The COAH Administrator shall provide counseling services to low-and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements and landlord/tenant law.

Section IV.

Section 115-13D(5) be and hereby is amended by deleting the existing language of said section in its entirety and replacing same with the following:

The COAH Administrator will comply with monitoring and reporting requirements as per N.J.A.C. 5:93-11.6 and 5:93-12.1.

Section V.

Section 115-14 be and hereby is amended by deleting the existing language of said section in its entirety and replacing same with the following:

The Borough of Ridgefield, if required to meet a COAH obligation, will undertake a rehabilitation program to rehabilitate substandard housing units occupied by low-and moderate-income households. The COAH Administrator will administer the rehabilitation program. The COAH

Administrator will prepare a marketing plan for the rehabilitation program. The rehabilitation program will be consistent with N.J.A.C. 5:93-5.2(b) through 5:93-5.2(1).

Section VI. Repealer.

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

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

Section IX: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 75-2013

WHEREAS, there is a need in the Borough of Ridgefield for Borough Appraiser; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Appraiser; and

WHEREAS, a duly constituted evaluation committee recommended that McNerney & Associates, Inc. be awarded the professional services contract to serve as the Borough Appraiser for calendar year 2013; and

WHEREAS, McNerney & Associates, Inc. was previously appointed Borough Appraiser to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with McNerney & Associates, Inc. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with McNerney & Associates, Inc. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Appraiser within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Appraiser.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
4. A notice of this action shall be printed in The Record.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
APPRAISER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and McNerney & Associates, Inc., 266 Harristown Road, Suite 301, Glen Rock, New Jersey, hereinafter called the "APPRAISER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed McNerney & Associates, Inc. as Borough Appraiser for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the APPRAISER for professional services as Borough Appraiser without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the APPRAISER to serve as Borough APPRAISER for calendar year 2013, or until her/his successor qualifies. The APPRAISER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The APPRAISER shall perform all appraisal and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the APPRAISER and all matters which by law and/or tradition should be referred to and handled by the APPRAISER.
3. **PAYMENT FOR SERVICES:** The APPRAISER'S fees for work performed shall be billed and payable on at the hourly rate of \$100 for court time and conference time. The compensation proposal outlining fees for preparation of appraisals is as follows:

Type of Property	Estimated Fee
Properties which have an equalized assessment of \$500,000 and under	\$1,500
Properties which have an equalized assessment between \$500,001 to \$1,000,000	\$2,000
Properties which have an equalized assessment	\$2,500

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

McNERNEY & ASSOCIATES, INC.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 76-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Prosecutor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Prosecutor; and

WHEREAS, a duly constituted evaluation committee recommended that Marlene Caride, Esq. of Gonzalez and Caride be awarded the professional services contract to serve as the Borough Prosecutor for calendar year 2013; and

WHEREAS, Marlene Caride, Esq. of Gonzalez and Caride was previously appointed Borough Prosecutor to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Prosecutor.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PROSECUTOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Marlene Caride, Esq. of Gonzalez and Caride, having offices at 545-547 39th Street, Union City, New Jersey, hereinafter called the "PROSECUTOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Marlene Caride, Esq. as Borough Prosecutor for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PROSECUTOR for professional services as Borough Prosecutor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the PROSECUTOR to serve as Borough PROSECUTOR for calendar year 2013, or until her/his successor qualifies. The PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the PROSECUTOR in the Ridgefield Municipal Court, including being in charge of the prosecution of all matters which come before the Municipal Court.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the PROSECUTOR for services rendered pursuant to this agreement the sum of \$12,500.00 per year.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PROSECUTOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PROSECUTOR agrees to comply fully with the terms, provisions and obligations of said regulation.
- 7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PROSECUTOR'S services are not performed satisfactorily in accordance with this contract.
- 8. **COUNTERPARTS:** The parties that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

GONZALEZ AND CARIDE

WITNESS:

DATE:

By: _____
Marlene Caride, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 77-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Substitute Prosecutor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Substitute Prosecutor; and

WHEREAS, a duly constituted evaluation committee recommended that Elsbeth J. Crusius, Esq. be awarded the professional services contract to serve as the Substitute Prosecutor for calendar year 2013; and

WHEREAS, Elsbeth J. Crusius, Esq. was previously appointed Substitute Prosecutor to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Elsbeth J. Crusius, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Elsbeth J. Crusius, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Substitute Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Substitute Prosecutor.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
SUBSTITUTE BOROUGH PROSECUTOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgfield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Elsbeth J. Crusius, Esq., having offices at 267 Summit Avenue, Hackensack, New Jersey, hereinafter called the "SUBSTITUTE PROSECUTOR".

WHEREAS, the Mayor and Council of the Borough of Ridgfield previously appointed Elsbeth J. Crusius, Esq. as Substitute Prosecutor for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SUBSTITUTE PROSECUTOR for professional services as Substitute Prosecutor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SUBSTITUTE PROSECUTOR to serve as SUBSTITUTE PROSECUTOR for calendar year 2013, or until her/his successor qualifies. The SUBSTITUTE PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SUBSTITUTE PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the SUBSTITUTE PROSECUTOR. This means that when the PROSECUTOR is unable to serve or act in a given case or at a given court session, the SUBSTITUTE PROSECUTOR will be engaged to serve as prosecutor for that case or cases.
3. **PAYMENT FOR SERVICES:** The BOROUGH has agreed to pay the total compensation package of \$12,500.00 to the PROSECUTOR. When the PROSECUTOR is unable to be serve, the SUBSTITUTE PROSECUTOR and PROSECUTOR will work out between them payment arrangements so that the BOROUGH will not be obligated for additional pay to the SUBSTITUTE PROSECUTOR.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair

and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PROSECUTOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SUBSTITUTE PROSECUTOR agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SUBSTITUTE PROSECUTOR'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties that this contract may be signed in separate counterparts, the effect of which, will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

By: _____
ELSBETH J. CRUSIUS, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 78-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Rent Leveling Attorney;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications
for the position of Bond Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Ledesma, Diaz,
Lopez & Noris, PC be awarded the professional services contract to serve as the Rent Leveling
Attorney for calendar year 2013; and

WHEREAS, Ledesma, Diaz, Lopez & Noris, PC was previously appointed Rent Leveling
Attorney to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Ledesma, Diaz, Lopez & Noris, PC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Professional Services Agreement with Ledesma, Diaz, Lopez & Noris, PC
as required by law.

2. This contract is awarded for the following reasons: There is a need for a Rent
Leveling Attorney within the Borough of Ridgefield; the service to be rendered constitutes a
professional service as defined by New Jersey law; the Borough did publish a request for
qualifications to which the contract recipient responded; and the contract recipient was
recommended by the Evaluation Committee of the Mayor and Council to be awarded the
professional services agreement as Rent Leveling Attorney.

3. The within contract has been awarded pursuant to a "fair and open process"
pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*

4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
RENT LEVELING ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ledesma, Diaz, Lopez & Noris, PC, 412 38th Street, Union City, New Jersey, hereinafter called the "RENT LEVELING ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ledesma, Diaz, Lopez & Noris, PC as RENT LEVELING ATTORNEY for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the RENT LEVELING ATTORNEY for professional services as RENT LEVELING ATTORNEY without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the RENT LEVELING ATTORNEY to serve as Borough RENT LEVELING Attorney for calendar year 2013, or until his/her successor qualifies. The RENT LEVELING ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The RENT LEVELING ATTORNEY shall perform all appropriate services on an as needed basis for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the RENT LEVELING ATTORNEY and all matters which by law and/or tradition should be referred to and handled by the RENT LEVELING ATTORNEY.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay the RENT LEVELING ATTORNEY for services rendered pursuant to this agreement the sum of \$85.00 per hour and \$125.00 per meeting. The RENT LEVELING ATTORNEY shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair

and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the RENT LEVELING ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the RENT LEVELING ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the RENT LEVELING ATTORNEY'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

LEDESMA, DIAZ, LOPEZ & NORIS, PC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 79-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Tax Appeal Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Tax Appeal Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that George B. Campen, Esq. be awarded the professional services contract to serve as the Tax Appeal Attorney for calendar year 2013; and

WHEREAS, George B. Campen, Esq. was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with George B. Campen, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with George B. Campen, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Tax Appeal Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Tax Appeal Attorney.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
TAX APPEAL ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and George B. Campen, Esq., having offices at 415 32nd Street, Union City, New Jersey, hereinafter called the "TAX APPEAL ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed George B. Campen, Esq. as Tax Appeal Attorney for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the TAX APPEAL ATTORNEY for professional services as Tax Appeal Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the TAX APPEAL ATTORNEY to serve as Borough TAX APPEAL ATTORNEY for calendar year 2013, or until her/his successor qualifies. The TAX APPEAL ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The TAX APPEAL ATTORNEY shall perform all appropriate legal services in connection with tax appeals that are filed or are pending in connection with appeals of assessments on properties within the BOROUGH including matters before the Bergen County Board of Taxation and matters filed in the Tax Court of New Jersey.
3. **PAYMENT FOR SERVICES:** The TAX APPEAL ATTORNEY shall be paid at an hourly rate of \$90.00 for all legal work in the field of labor relations as assigned to it by the Mayor and Council. The TAX APPEAL ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other tax appeal attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the TAX APPEAL ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the TAX APPEAL ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the TAX APPEAL ATTORNEY'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

GEORGE B. CAMPEN, ESQ.

WITNESS:

DATE:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 80-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Bond Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Bond Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Gibbons, P.C. be awarded the professional services contract to serve as the Bond Counsel for calendar year 2013; and

WHEREAS, Gibbons, P.C. was previously appointed Bond Counsel to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gibbons, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gibbons, P.C. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Bond Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Bond Counsel.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOND COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gibbons, P.C., having offices at One Gateway Center, Newark, New Jersey, hereinafter called the "BOND COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gibbons, P.C. as Bond Counsel for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOND COUNSEL for professional services as Bond Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOND COUNSEL to serve as Borough BOND COUNSEL for calendar year 2013, or until her/his successor qualifies. The BOND COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The BOND COUNSEL shall perform all appropriate legal services in connection with the issuance of bonds and other financing activities by the BOROUGH, and as assigned to the BOND COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** Payment for services rendered by BOND COUNSEL will be in accordance with the following schedule:
 - A. **Preparation or Review of Ordinances:** For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$475 for each single purpose ordinance and \$550 for each multiple purpose ordinance would be received by BOND COUNSEL, plus out-of-pocket disbursements. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be an additional fee based on the time required to perform such services charged at the hourly rates set forth below.
 - B. **Traditional Note Issue:** With respect to work done in connection with any temporary financings of the BOROUGH involving a private placement and not involving preparation of an Official Statement, BOND COUNSEL will receive

\$1,000 for its approving opinion and 50 cents per \$1,000 of notes issued, plus out-of-pocket expenses.

C. Traditional Bond Issue: For work done and responsibilities assumed in connection with rendering the type of opinions anticipated in any permanent financings (which are competitively bid or negotiated), BOND COUNSEL will receive a base fee of \$3,500, plus \$1 per \$1,000 of bonds issued, plus out-of-pocket disbursements. If an Official Statement needs to be reviewed or prepared in connection with the financing, BOND COUNSEL'S fee for such services would be at an hourly rate.

D. Hourly Rate: In connection with the preparation of an Official Statement, the attention to litigation, special advise to be rendered regarding compliance with the investment restrictions under the arbitrage regulations, the review of other unusual tax questions, the attendance at meetings not related to a permanent or temporary financing, the application for investment of proceeds in Federal Treasury obligations, State and Local Government Series or questions referred to bond counsel which arise away from a specific financing, the fee for such additional or non-transactional services would be at an hourly (time charge) basis. This fee will be calculated by multiplying the number of hours expended by each attorney and paralegal by their respective billing rate in effect at the time the work is performed. Billing rates are based on the experience and expertise of the attorney involved and are reviewed and revised by the firm periodically. The present hourly rates of those attorneys and paralegals anticipated to work on BOROUGH matters are as follows:

John D. Draikiwicz	195
Steven Sholk	185
Scott A. Galano	175
Christopher Basilo	125
Paralegal	95

E. Out-of-Pocket Expenses: In addition to all of the above-mentioned fees, the firm will include in its billing statement its out-of-pocket costs incurred in connection with the matter, including expenses of telephone, document reproduction, postage, air freight, faxes and overnight deliveries, and stenographic overtime, if required.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other bond counsel for specific matters if in the opinion of the Mayor and Council such is necessary.
5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOND COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOND COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOND COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

GIBBONS, P.C.

WITNESS:

DATE:

By: _____
Jason R. Tuvel, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 81-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Engineer; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Engineer; and

WHEREAS, a duly constituted evaluation committee recommended that T.Y. Lin International be awarded the professional services contract to serve as the Borough Engineer for calendar year 2013; and

WHEREAS, T.Y. Lin International was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with T.Y. Lin International as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with T.Y. Lin International as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Engineer within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Engineer.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ENGINEER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and T.Y. Lin International, 550 Broad Street, Suite 1105, Newark, New Jersey, hereinafter called the "ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed T.Y. Lin International as Borough Engineer for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the ENGINEER for professional services as Borough Engineer without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the ENGINEER to serve as Borough ENGINEER for calendar year 2013, or until her/his successor qualifies. The ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the ENGINEER and all matters which by law and/or tradition should be referred to and handled by the ENGINEER.
3. **PAYMENT FOR SERVICES:** The ENGINEER'S fees for work performed will be divided into two categories. The ENGINEER shall receive a retainer of \$1,900 per month (\$22,800 per annum) which shall cover up to the first 23 hours of engineering services performed by the ENGINEER in any calendar month. To the extent that the ENGINEER provides services over and above those covered by 23 hours under the retainer, the ENGINEER shall bill for same based on the attached rate schedule. The ENGINEER shall submit appropriate vouchers on a monthly basis for those additional services rendered over and above the first 23 hours.

HOURLY RATES:

Borough Engineer: \$140.00

Licensed Professional:	\$125.00
Senior Designer:	\$110.00
Senior Construction Inspector:	\$105.00
Construction Inspector:	\$90.00
Technician:	\$80.00
Survey Crew (2 person):	\$160.00

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.

5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.

7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ENGINEER'S services are not performed satisfactorily in accordance with this contract.

8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

T.Y. LIN INTERNATIONAL

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 82-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Florio & Kenny, LLP be awarded the professional services contract to serve as the Special Counsel for calendar year 2013; and

WHEREAS, Florio & Kenny, LLP was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Florio & Kenny, LLP as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Florio & Kenny, LLP as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Florio & Kenny, LLP, having offices at 5 Marine View Plaza, Suite 103, P.O. Box 771, Hoboken, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Florio & Kenny, LLP as Special Counsel for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2013, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL COUNSEL shall be paid at an hourly rate of \$110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

FLORIO & KENNY, LLP

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 83-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Mariniello & Mariniello, P.C. be awarded the professional services contract to serve as the Special Counsel for calendar year 2013; and

WHEREAS, Mariniello & Mariniello, P.C. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Mariniello & Mariniello, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Mariniello & Mariniello, P.C. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Mariniello & Mariniello, P.C., having offices at 265 Columbia Avenue, Fort Lee, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Mariniello & Mariniello, P.C. as Special Counsel for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2013, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL COUNSEL shall be paid at an hourly rate of \$110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

MARINIELLO & MARINIELLO, P.C.

WITNESS:

DATE:

By: _____
Joseph R. Mariniello, Jr., Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 84-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Special Labor Attorney;
and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications
for the position of Special Labor Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Chasan, Leyner
and Lamparello, P.C. be awarded the professional services contract to serve as the Special Labor
Attorney for calendar year 2013; and

WHEREAS, Chasan, Leyner and Lamparello, P.C. was previously appointed Special
Labor Attorney to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Chasan, Leyner and Lamparello, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Professional Services Agreement with Chasan, Leyner and Lamparello, P.C.
as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special
Labor Attorney within the Borough of Ridgefield; the service to be rendered constitutes a
professional service as defined by New Jersey law; the Borough did publish a request for
qualifications to which the contract recipient responded; and the contract recipient was
recommended by the Evaluation Committee of the Mayor and Council to be awarded the
professional services agreement as Special Labor Attorney.

3. The within contract has been awarded pursuant to a "fair and open process"
pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*

4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL LABOR ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Chasan, Leyner and Lamparello, P.C., having offices at 300 Harmon Meadow Boulevard, Secaucus, New Jersey, hereinafter called the "SPECIAL LABOR ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Chasan, Leyner and Lamparello, P.C. as Special Labor Attorney for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL LABOR ATTORNEY for professional services as Special Labor Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL LABOR ATTORNEY to serve as Borough SPECIAL LABOR ATTORNEY for calendar year 2013, or until her/his successor qualifies. The SPECIAL LABOR ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL LABOR ATTORNEY shall perform all appropriate legal services in connection with BOROUGH labor matters as shall be assigned to SPECIAL LABOR ATTORNEY by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL LABOR ATTORNEY shall be paid at an hourly rate of \$110.00 for all labor litigation services as assigned to it by the Mayor and Council. The SPECIAL LABOR ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL LABOR ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL LABOR ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL LABOR ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

 Anthony R. Suarez, Mayor

ATTEST:

 Linda M. Silvestri,
 Borough Clerk

CHASAN, LEYNER AND
 LAMPARELLO, P.C.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 85-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Insurance Agent/Risk Manager; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Insurance Agent/Risk Manager; and

WHEREAS, a duly constituted evaluation committee recommended that Alamo Insurance Group, Inc. be awarded the professional services contract to serve as the Insurance Agent/Risk Manager for calendar year 2013; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Alamo Insurance Group, Inc. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Alamo Insurance Group, Inc. as required by law.

2. This contract is awarded for the following reasons: There is a need for an Insurance Agent/Risk Manager within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Insurance Agent/Risk Manager.

3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*

4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH INSURANCE AGENT/RISK MANAGER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Alamo Insurance Group, Inc., 8419 Bergenline Avenue, North Bergen, New Jersey, hereinafter called the "INSURANCE AGENT/RISK MANAGER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Alamo Insurance Group, Inc. for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the INSURANCE AGENT/RISK MANAGER for professional services as Borough Insurance Agent/Risk Manager without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the INSURANCE AGENT/RISK MANAGER to serve as Borough Insurance Agent/Risk Manager for calendar year 2013, or until her/his successor qualifies. The INSURANCE AGENT/RISK MANAGER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The INSURANCE AGENT/RISK MANAGER shall perform all appropriate insurance related services for the BOROUGH, including the following:
 - A. Placing all necessary insurance coverage for the BOROUGH.
 - B. Acting, where required, as liaison between the BOROUGH and the individual carriers.
 - C. Assisting in the referral, processing and resolution of all claims by or against the BOROUGH.
 - D. Evaluating coverages and policies and making appropriate recommendations to the BOROUGH.
 - E. Consulting with, and making recommendations to the Mayor and Council on insurance related matters.
 - F. Performing such other insurance related services as may be reasonably required by the Mayor and Council from time to time.
3. **PAYMENT FOR SERVICES:** The BOROUGH and INSURANCE AGENT/RISK MANAGER agree that no direct payment shall be made by the

BOROUGH to the INSURANCE AGENT/RISK MANAGER for services rendered pursuant to this agreement. Rather, the INSURANCE AGENT/ RISK MANAGER shall be compensated under this agreement by earned premiums, paid by the individual carriers, on account of the policies placed on behalf of the BOROUGH.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH or the INSURANCE AGENT/RISK MANAGER from engaging special insurance agents or risk managers for specific matters if in the opinion of the Mayor and Council and the INSURANCE AGENT/RISK MANAGER such is necessary.
5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the INSURANCE AGENT/RISK MANAGER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the INSURANCE AGENT/RISK MANAGER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the INSURANCE AGENT/RISK MANAGER'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

ATTEST:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

ALAMO INSURANCE GROUP, INC.

WITNESS:

DATE:

By: _____
Luis Alamo, President

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 86-2013

WHEREAS, the following applicants have legal and engineering escrow monies deposited with the Borough for payment to Borough professionals in conjunction with said development; and

WHEREAS, said escrow funds not already encumbered have been released by the Borough professionals; and

WHEREAS, the Borough's Chief Financial Officer and Treasurer have exhausted all alternatives in contacting said applicants for the return of unused escrows; and

WHEREAS, they are recommending that these escrow deposits be cleared of record and be remanded to the Borough:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, that the Chief Financial Officer be authorized to clear the following escrow accounts of record.

BE IT FURTHER RESOLVED, that these funds be transferred to the Borough's operating account.

<u>BLOCK</u>	<u>LOT</u>	<u>NAME</u>	<u>AMOUNT</u>
2003	8	Viganola, Mario Anna	\$ 80.00
3806	13	Porto General Contractors Co.	331.25
2301	1	Testa Corp	719.00
3208	8	Hans, GC & E	198.75

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				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 87-2013

WHEREAS, the following applicants have posted legal fees for development with the Borough for Right of Way Access review:

<u>Applicant</u>	<u>Amount</u>
New Cingular Wireless PCS, LLC (AT&T), Blk 2203/Lot 18	\$315.00

WHEREAS, Borough professionals have determined that all required improvements have been satisfactorily completed and all fees due for services rendered have been received;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Borough Treasurer is and hereby authorized to return the balance of escrow monies to the applicant.

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 February 11, 2013

Presented by Councilman Acosta

RESOLUTION NO. 88-2013

WHEREAS, Lt. William Pych has indicated a desire to retire from the Police Department; and

WHEREAS, the Police Committee of the Mayor and Council has negotiated with Lt. Pych an agreement with the Borough, which would allow him to retire as of August 30, 2013; and

WHEREAS, it has been determined that this agreement is in the best interests of the Borough of Ridgefield, and has been reviewed and recommended by the Chief of Police and the Police Committee of the Mayor and Council;

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

1. A retirement agreement with Lt. William Pych in the form as annexed hereto be and same hereby is approved by the Mayor and Council.
2. The Mayor and the Borough Clerk be, and they hereby are, authorized and directed to execute said Agreement on behalf of the Borough of Ridgefield.
3. The Borough's CFO has certified that there will be funds available in the 2013 budget to cover the obligation for that year, and the Mayor and Council reasonably anticipate there will be funds available in the 2014 budget to cover the payment in that year.

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				

MEMORANDUM OF AGREEMENT

TO: Lt. William Pych **Date:** January 31, 2013
FROM: Stephen F. Pellino, Borough Attorney
CC: Mayor and Council
Chief Thomas Gallagher
Erik Lenander, Purchase Agent
Linda Silvestri, Borough Clerk

You have indicated an interest to retire from the Ridgefield Police Department. In that regard, you have requested that the Mayor and Council consider a certain retirement agreement between you and the Borough. It is the purpose of this Memorandum of Agreement is to memorialize the agreement between you and the Borough as follows:

1. You hereby agree that you are retiring from the Ridgefield Police Department effective August 31, 2013. You will be placed on terminal leave effective April 30, 2013, which will be the last day you are subject to the active work schedule of the Ridgefield Police Department.
2. The parties agree that as of January 24, 2013 you have accrued, by virtue of the terms of the Collective Bargaining Agreement, by way of sick time, vacation time and comp time, 74 ½ days of credit. The parties agree that the number of days accrued to you by virtue of the Collective Bargaining Agreement will be calculated as of your last day of work, April 30, 2013, and paid to you at your daily rate of \$673.42, which amount will be paid to you in two (2) equal installments, without interest, one payment to be made on or about September 15, 2013, and the second payment to be made on or about January 15, 2014.
3. You should understand that once you sign the Memorandum of Agreement, your decision to retire becomes firm and irrevocable, except that you may rescind this Agreement in

writing if this Agreement is not approved by the Mayor and Council at its February 11, 2013 meeting.

Should you have any questions about the meaning or implications of this Agreement, you are advised to consult with legal counsel before executing same.

In anticipation of your signing the Agreement and accepting the retirement offer, please accept a sincere “thank you” on behalf of the Borough of Ridgefield for your years of service to the Borough, and best wishes to you and your family for future success.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

LT. WILLIAM PYCH

WITNESS:

DATE:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 89-2013

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment for the years 2008 and 2009 for Block 2303 Lot 8, also known as 1012 Hoyt Avenue; and

WHEREAS, the stated stipulation for the years 2008 and 2009 was approved at the January 10, 2010 Mayor and Council meeting as Resolution No. 74-2010; and

WHEREAS, the stipulation also entitles the taxpayer to a refund for the tax year 2010, per the Freeze Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that John M. Benedetto be issued a refund in the amount of \$5,847.92 for the year 2010;

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$5,847.92 made payable to Law Office of Nathan P. Wolf, LLC and John Benedetto and mail it to 673 Morris Avenue, Springfield, New Jersey 07081.

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 February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 90-2013

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 305 Lot 8, also known as 887 Maple Avenue for the years 2010 and 2011;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Laurie Griffin be issued a refund in the amount of \$520.03 for 2010 and \$530.33 for the year 2011.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$1050.36 made payable to Davenport & Spiotti, Attorneys for Laurie Griffin and mailed to 219 Changebridge Road, Montville, New Jersey 07045.

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 February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 91-2013

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 2107 Lot 7, also known as 515 Edison Street for the year 2011;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Maria E. Varela be issued a refund in the amount of \$1,811.70 for 2011.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$1,811.70 made payable to Maria E. Varela and mailed to 515 Edison Street, Ridgefield, New Jersey 07657.

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 February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 92-2013

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 2301 Lot 1, also known as 1050 River Street for the year 2010;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Lowe Paper Co, now Simkins Industries, Inc. by merger be issued a refund in the amount of \$7,025.25 for 2010;

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$7,025.25 made payable to McKirdy & Riskin, P.A., attorneys for Lowe Paper Co. now Simkins Industries, Inc. by merger and mail it to 136 South Street, PO Box 2379, Morristown, NJ 07962.

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 February 11, 2013

Presented by Councilman Acosta

RESOLUTION NO. 93-2013

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor be and he is hereby authorized to sign the Municipal Alliance Grant Letter of Agreement with the County of Bergen.

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 February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 94-2013

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A.40A:5-29 provides for Ridgefield Anti-Bullying Committee Donations by the municipality to provide for the operating costs to administer this act; and

WEREAS, N.J.S.A.40A:4-39 provides the dedicated revenues anticipated from the Ridgefield Anti-Bullying Committee Donations Trust Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay for expenditures of the Ridgefield Anti-Bullying Committee Trust Fund under N.J.S.A.40A-5:29.
2. The Clerk of the Borough of Ridgefield, County of Bergen is hereby directed to forward two certified copies to the Director of the Division of Local Government Services.

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				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 95-2013

WHEREAS, an emergency has arisen under N.J.S.A.40A:11-6 requiring immediate repair of a sanitary sewer main located on Hoyt Avenue, just west of Grand Avenue which occurred on January 11, 2013; and

WHEREAS, expedient repairs to the above named sanitary sewer in the amount of \$35,250.00 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:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the emergency repair to the Hoyt Avenue sanitary sewer in the amount not to exceed \$35,250.00 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.

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				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 96-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Stephen F. Pellino of Basile Birchwale & Pellino, LLP be awarded the professional services contract to serve as the Borough Attorney for calendar year 2013; and

WHEREAS, Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Attorney.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP, 865 Broad Avenue, Ridgefield, New Jersey, hereinafter called the "ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as Borough Attorney for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the ATTORNEY for professional services as Borough Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the ATTORNEY to serve as Borough ATTORNEY for calendar year 2013, or until her/his successor qualifies. The ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.

2. **SCOPE OF SERVICES:** The ATTORNEY shall perform all legal services for the BOROUGH as assigned by the Mayor and Council, and will interface with other attorneys engaged by the BOROUGH to handle specialized areas, such as tax appeal attorney, labor attorney and bond counsel.

3. **PAYMENT FOR SERVICES:** The ATTORNEY'S fees for work performed will be divided into two categories. The ATTORNEY shall receive a retainer of \$45,600 per annum payable in biweekly or other regular installments. The retainer amount shall include compensation for the following categories of legal work to be performed by the ATTORNEY: attendance at all regular and specially scheduled Mayor and Council meetings; preparation of routine ordinances and resolutions, except as specified below; availability for and consultation with, both telephonic and in person, with individual members of the Mayor and Council and such administrative personnel as the Mayor and Council shall authorize and routine interfacing with special labor counsel and tax appeal counsel. In addition, the ATTORNEY shall be compensated on an hourly basis at the rate of \$110 per hour for ***all other legal work including but not limited to*** the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned

by the Mayor and Council; participation in regulatory matters assigned by the Mayor and Council including but not limited to the Council on Affordable Housing or such other and further entities as may be created or determined by statute regarding the necessity to provide low and middle income housing pursuant to law and applications before the BCUA that the Mayor and Council assign to the Borough Attorney; participation in redevelopment issues; and the drafting of ordinances of a non-routine nature, such as amendments to significant portions of the Borough's zoning code or other code sections. The parties agree that the ATTORNEY may have other partners in the law firm of Basile Birchwale & Pellino, LLP perform services in connection with this agreement. The ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

BASILE BIRCHWALE & PELLINO, LLP

WITNESS:

DATE:

By:_____
Stephen F. Pellino, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 97-2013

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Planner; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Planner; and

WHEREAS, a duly constituted evaluation committee recommended that Gregory Associates, LLC be awarded the professional services contract to serve as the Borough Planner for calendar year 2013; and

WHEREAS, Gregory Associates, LLC was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gregory Associates, LLC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gregory Associates, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Planner within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Planner.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PLANNER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gregory Associates, LLC, 96 Linwood Plaza, Number 350, Fort Lee, New Jersey, hereinafter called the "PLANNER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gregory Associates, LLC as Borough Planner for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PLANNER for professional services as Borough Planner without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the PLANNER to serve as Borough PLANNER for calendar year 2013, or until her/his successor qualifies. The PLANNER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. **SCOPE OF SERVICES:** The PLANNER shall perform all appropriate planning services for the BOROUGH, as from time to time directed by the Mayor and Council, or its designees, serving in an advisory capacity and rendering consultation and advice on matters submitted to the PLANNER for study, recommendation or comment, including professional planning services in matters relating to the New Jersey Municipal Land Use Law, local redevelopment, housing law, COAH or other similar affordable housing laws and regulations, state plan and related planning statutes and documents and will be available to prepare special planning studies at the request of the BOROUGH and/or Zoning and/or Planning Board, as well as be available to prepare documents along with testimony relating to court actions and mediation that the BOROUGH and/or Zoning and/or Planning Board may be involved in and shall request. The PLANNER shall also be available to attend public hearings, and upon the BOROUGH'S directive, informal meetings and/or discussions with applicants to review and discuss matters before the BOROUGH and/or Zoning and/or Planning Board and to provide generally administration and research of general planning services are requested by the BOROUGH under this agreement.

3. **PAYMENT FOR SERVICES:** The PLANNER'S fees for work performed shall be billed and payable on at the hourly rate of \$135. The PLANNER shall submit appropriate vouchers on a periodic basis for all such services.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PLANNER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PLANNER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PLANNER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

GREGORY ASSOCIATES, LLC.

WITNESS:

DATE:

By:_____
Kathryn M. Gregory, PP, AICP

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 98-2013

WHEREAS, there is a need in the Borough of Ridgefield for Borough Auditor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Auditor; and

WHEREAS, a duly constituted evaluation committee recommended that Ferraioli, Wielkotz, Cerullo & Cuva, P.A. be awarded the professional services contract to serve as the Borough Auditor for calendar year 2013; and

WHEREAS, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2013; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Auditor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Auditor.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

5. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH AUDITOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ferraioli, Wielkotz, Cerullo & Cuva, P.A., having offices at 401 Wanaque Avenue, Pompton Lakes, New Jersey, hereinafter called the "BOROUGH AUDITOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as Borough Auditor for calendar year 2013; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOROUGH AUDITOR for professional services as Borough Auditor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOROUGH AUDITOR to serve as BOROUGH AUDITOR for calendar year 2013, or until her/his successor qualifies. The BOROUGH AUDITOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** See attached schedule consisting of 3 pages from Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as attached hereto and incorporated herein.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay BOROUGH AUDITOR for services rendered by BOROUGH AUDITOR for services rendered pursuant to this agreement the fees generated at the hourly rates of the personnel of BOROUGH AUDITOR as listed below, with the following estimates of total fees for assignment:

Examination of Financial Statements (including Federal and State Grants, Trust, Capital and Swim Pool Utility Funds)	\$27,500
Assistance in Preparation of Budget (not to exceed)	\$6,200
Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	\$4,500
Preparation of Official Statements (for bond sales)	\$22,000

Preparation of Official Statements (for note sales)	\$10,500
Secondary Market Disclosure Documents	\$3,500
Review of Length of Service Award Program (LOSAP)	\$3,750

Hourly Rates:

Partners:	\$135-\$175 per hour
Managers:	\$110-\$125 per hour
Senior Accountants/Supervisors:	\$75-\$100 per hour
Staff Accountants:	\$60-\$70 per hour
Administrative:	\$55 per hour

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other auditors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOROUGH AUDITOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOROUGH AUDITOR agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOROUGH AUDITOR'S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

FERRAIOLI, WIELKOTZ, CERULLO &
CUVA, P.A.

WITNESS:

DATE:

By: _____

SECTION III

AUDIT SCOPE

The scope of our audit will include the financial statements of the Borough of Ridgefield on the State required Comprehensive Basis of Accounting.

Our audit will be performed in accordance with generally accepted auditing standards, Governmental Auditing Standards, and audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and will include such tests of the accounting procedures and such other procedures as we deem necessary in the circumstances.

As part of our audit, we will review the Borough's system of internal accounting controls, as necessary, to enable us to form an opinion on the financial statements. We will then issue a letter of recommendation, if appropriate, with respect to these systems.

Under generally accepted auditing standards, the independent auditor has the responsibility, within the inherent limitations of the auditing process, to plan the examination and to search for errors or irregularities (as defined in authoritative professional literature) that would have a material effect on the financial statements. Our search for material errors or irregularities ordinarily is accomplished by performing those auditing procedures that in our judgment are appropriate in the circumstances to form opinions on the financial statements as a whole.

In conducting our examination, we will be aware of the possibility that illegal acts (as defined in authoritative professional literature) may have occurred and may have a material effect on the financial statements.

Examinations, conducted in accordance with generally accepted auditing standards, are of limited effectiveness in discovering possible illegal acts and cannot be expected to provide assurance that illegal acts will be detected, although procedures that are performed primarily for the purpose of forming an opinion of the financial statements as a whole may also bring possible illegal acts to the auditor's attention.

An efficient audit

To facilitate the timely and cost-effective completion of our examination, our overall audit work plan is organized according to four distinct phases. The following section outlines the major procedures we typically perform during each phase of the engagement:

Phase I - Audit preparation stage

- Meet with key personnel to discuss our approach to the engagement so that it can be conducted in the most effective and efficient manner.
- Review changes, if any, in applicable statutes and regulations.
- Develop the preliminary auditing programs we will employ in the various areas, such as programs to be updated in Phase II.

Phase II - Accounting systems and evaluation of internal accounting controls

- Review the existing accounting systems. Such review would include updating of our documentation of system flowcharts, analysis of system strengths and weaknesses and formulation of a preliminary evaluation of the adequacy of internal controls in the system.
- Perform tests of transactions to the extent necessary in the circumstances. The results of such test will either confirm or reject our evaluation of the internal control system.
- Update the audit program (if necessary) for our audit of year-end account balances.
- Bring all significant findings in our observations on internal control and other matters to the attention of the administration for timely action.
- Review interim financial information as available.
- Identify, to the extent possible, all potential accounting and auditing problems; review them with key personnel and develop proposed solutions.
- Prepare requests for confirmation of cash balances, receivables and debt obligations.

Phase III - Examination of year-end account balances

- Mail confirmation requests, summarize and evaluate responses.
- Perform various audit procedures, including examination of supporting documentation to verify reasonableness of assets, liabilities, revenues, expenses and fund balances.
- Obtain representation regarding completeness of disclosure and integrity of accounting records.

Phase IV - Reporting

- Review draft financial statements with appropriate personnel.
- Present audit report to the Borough's governing body.

While we will be in communication with you as necessary, we anticipate that our greatest requirement of management's time will be at the inception of our work and then, again, as the audit reaches its final stages. We will always strive to deal with the person who is directly responsible for a given area, thereby minimizing the time required of management.

In addition, to ensure the highest standards of service both now and in the years ahead, we will base our audit approach on locating authority and decision-making capability in the Partner; top-down planning and control; close communication with management; and the use of advanced audit technology on your engagement.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 99-2013

WHEREAS, legislation has been introduced to reform and modernize the Open Public Meetings Act (S-2511); and

WHEREAS, the governing body of the Borough of Ridgefield agrees with and supports the statement that “the right of the public to be present at all meetings of public bodies, and to witness in full detail all phases of the deliberation, policy formulation, and decision making of public bodies, is vital to the enhancement and proper functioning of the democratic process”; and

WHEREAS, the changes, however, proposed in S-2511 will not only be a cost driver for local and State government but make government less effective; and

WHEREAS, S-2511 includes a number of proposed requirements which involve costly unfunded mandates, impractical requirements and impediments to the democratic process; and

WHEREAS, S-2511 creates a new definition of subcommittees that expands subcommittees to be overly inclusive; and

WHEREAS, subcommittees would be required to provide public notice of subcommittee meetings, if the governing body determines them to be open; and

WHEREAS, subcommittees would be required to submit at least one report to the governing body detailing the number of meetings, names of members of the committee and a concise statement of the matters discussed. The governing body would be required to establish a schedule of when the subcommittee reports shall be filed; and

WHEREAS, subcommittees do not commit the governing body to action or expend public funds; and

WHEREAS, the requirements for subcommittees meetings would, among other things, necessitate additional administrative support for all subcommittees as well as increased legal advertising cost; and

WHEREAS, the new requirement that agendas provide a description of all agenda items, including the names of parties to and approximate dollar amounts of any contracts to be acted upon, will delay the award of contracts and could lead to the loss of grant monies; and

WHEREAS, the new requirement that the governing body may act upon an item brought up by a citizen at a public meeting if it was not published as an agenda item only if: (1) there is a vote of 2/3 of the members present to proceed, (2) the municipality demonstrates that it is in the public's best interest and includes the reasons why it is in the public best interest in the minutes; is impractical, ineffective and unnecessarily inhibits the operations of municipal government and runs contrary to the time honored tradition of holding a public meeting for the very purpose of soliciting such input and acting upon it; and

WHEREAS, the new requirement that electronic communications, such as e-mails and text messages, concerning public business among an effective majority of the members that occurred prior to a meeting become part of the minutes and renders the recordings a permanent municipal record, is unworkable and unmanageable as the technology does not always exist to make "hard copies" or digital copies of text messages and the records custodian does not always have access to them, and which is an unprecedented expansion of the meeting concept; and

WHEREAS, the new requirement that comprehensive minutes must include each member's stated reason for their actions or vote, the identity of each member of the public who spoke, and summary of what was said, be made available to the public as soon as possible but no later than 60 days after the meeting will not only be costly but the historical value of minutes will be lost in order to meet an arbitrary deadline; and

WHEREAS, the new requirement that the public be allowed to speak for a minimum of three minutes, at the start of the public meeting, without the ability of the public body to limit the length of the public comment could disrupt public meetings, lead to filibustering and prevent the governing body from conducting business; and

WHEREAS, the provisions of S-2511 place financial, time, manpower and other burdens on municipalities at a time when municipalities are forced to layoff municipal employees, impose furloughs and reduce departmental budgets so that municipalities can meet the strict CAP requirements with decreased revenues and increasing operating expense; and

WHEREAS, the totality of the new requirements of S-2511 will be a significant cost driver for local and State government with no known appropriation contemplated or any alternate means to offset these costs, such a reasonable increase in fees; and

WHEREAS, the provisions of S-2511 continue to exempt the Legislature from the requirements placed on municipalities; and

WHEREAS, while we appreciate Senator Weinberg's efforts to address our concerns, we must continue to oppose the amendments to the Open Public Meeting Act as the changes proposed in S-2511 will not only be a cost driver for local and State government but make government less effective;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE Borough of Ridgefield for reasons stated above, does hereby oppose S-2511, as currently drafted, and strongly urges the State Senate and Assembly to oppose these bills, and

BE IT FURTHER RESOLVED that the governing body of the Borough of Ridgefield does hereby strongly urge the Legislature, in the interest of transparency and openness, to remove the various exceptions in the Open Public Meetings Law that apply to the Legislature. The rules that the legislation makes applicable to other governmental bodies should apply equally to all governmental levels and officials; and

BE IT FURTHER RESOLVED that a copy of this duly adopted resolution be forwarded to Senate President Stephen Sweeney, Senator Loretta Weinberg, Assembly Speaker Shelia Oliver, Assemblyman Gordon Johnson, the legislators of the Borough of Ridgefield State Legislative Districts, Governor Chris Christie, the New Jersey State League of Municipalities and the Municipal Clerks' Association of New Jersey.

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 February 11, 2013

Presented by Councilman Acosta

RESOLUTION NO. 100-2013

BE IT RESOLVED, that the Mayor and Council appoints:

EDANIA RONDON

as Public Defender for calendar year 2013; and

CARL LOSITO

as Substitute Public Defender for calendar year 2013.

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 February 11, 2013

Presented by Councilman Acosta

RESOLUTION NO. 101-2013

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

REMINGTON VERNICK & ARANGO ENGINEERS

be appointed to perform Waste Water Monitoring Services for calendar year 2013.

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 February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 102-2013

WHEREAS, N.J.S.A. 40A:4-59 provides that if, during the first three months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserves over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or any appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgfield that the Chief Financial Officer is herewith directed to execute the following transfers in the CY 2012 budget appropriation reserves:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
Maintenance of Vehicles		
Streets & Roads	\$ 6,000	
Recreation		
Salaries and Wages	6,100	
Utilities		
Gasoline	10,500	
Legal Services		
Retainer	400	
Maintenance of Vehicles		
Sanitation		\$ 11,500
Legal		
Other Expenses		5,200
Recreation		
Other Expenses		3,100
Buildings & Grounds		
Other Expenses		<u>3,200</u>
Total	<u>\$ 23,000</u>	<u>\$ 23,000</u>

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

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.

Joseph Luppino,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 11, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 103-2013

BE IT RESOLVED, that warrants totaling \$3,087,686.07
Be drawn on the following accounts:

CURRENT	\$2,914,413.92
TRUST	\$16,667.50
CAPITAL	\$150,887.70
POOL	\$1,366.10
UNEMPLOYMENT FUND	\$4,350.85
TOTAL	\$3,087,686.07

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