

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: January 29, 2015

Open Public Meetings Statement by Mayor Suarez

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

- Animal Control Contract

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-WORK SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

As advertised, hearing will be held on Ordinance No. 2266 entitled, “AN ORDINANCE ESTABLISHING A RECREATION AND PARKS DEPARTMENT”

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

As advertised, hearing will be held on Ordinance No. 2267 entitled, "AN ORDINANCE AMENDING SECTION 322-3, RENT LEVELING BOARD, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

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. 2268 entitled, "AN ORDINANCE AMENDING SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2269 entitled, "AN ORDINANCE ESTABLISHING THE POSITION OF MUNICIPAL CLERK OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2270 entitled, "AN ORDINANCE AMENDING ARTICLE V, PARKING OF COMMERCIAL VEHICLES, OF CHAPTER 375, VEHICLES AND TRAFFIC, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

67-2015	Mayor Suarez	Appoint Alternate Bond Counsel
68-2015	Mayor Suarez	Appointment to Recreation and Parks Commission
69-2015	Councilman Penabad	Tax Court Judgment-610 Broad Avenue
70-2015	Councilman Acosta	Bergen County Mutual Aid Plan and Rapid Deployment Force
71-2015	Councilman Castelli	Professional Service Agreement-Borough Appraiser
72-2015	Councilman Castelli	Professional Service Agreement-Borough Auditor
73-2015	Councilman Castelli	Professional Service Agreement-Bond Counsel
74-2015	Councilman Castelli	Professional Service Agreement-Borough Attorney
75-2015	Councilman Castelli	Professional Service Agreement-Borough Engineer
76-2015	Councilman Castelli	Professional Service Agreement-Ins. Agent/Risk Mgr.
77-2015	Councilman Castelli	Professional Service Agreement-Borough Planner
78-2015	Councilman Castelli	Professional Service Agreement-Borough Prosecutor
79-2015	Councilman Castelli	Professional Service Agreement-Labor Counsel
80-2015	Councilman Castelli	Professional Service Agreement-Public Defender
81-2015	Councilman Castelli	Professional Service Agreement-Special Counsel
82-2015	Councilman Castelli	Professional Service Agreement-Special Counsel
83-2015	Councilman Castelli	Professional Service Agreement-Special Counsel
84-2015	Councilman Castelli	Professional Service Agreement-Special Counsel
85-2015	Councilman Castelli	Professional Service Agreement-Special Counsel
86-2015	Councilman Castelli	Professional Service Agreement-Special Projects Engineer
87-2015	Councilman Castelli	Professional Service Agreement-Special Projects Engineer
88-2015	Councilman Castelli	Professional Service Agreement-Special Projects Engineer
89-2015	Councilman Castelli	Professional Service Agreement-Special Projects Engineer
90-2015	Councilman Castelli	Professional Service Agreement-Substitute Prosecutor
91-2015	Councilman Castelli	Professional Service Agreement-Tax Appeal Attorney

COUNCIL VOTE

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

RESOLUTIONS:

92-2015 Councilman Penabad Warrants

COMMENTS BY MAYOR:

Coin Toss Request:

Royal Strikers Soccer
Saturday, March 4, 2015
9:00 am-3:00 pm

Application for Social Affair:

Ridgefield Lions Club
Saturday, April 18, 2015 - 5:30-11:00 pm
725 Slocum Avenue

Application for Raffles License:

St. Matthew R.C. Church
March 17, 2015 - 9:00 pm
May 10, 2015 – 1:00 pm
July 5, 2015 – 1:00 pm
September 6, 2015 – 1:00 pm
November 26, 2015 – 10:00 am

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

Brian Vermeal
809 Maple Avenue
Engine Company 3

Banner Request:

Notre Dame Academy
February 21-March 21, 2015
Columbus Park

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 January 29, 2015

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2266

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

“AN ORDINANCE ESTABLISHING A RECREATION AND PARKS DEPARTMENT”

introduced on the 5th day of January, 2015, 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 5, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2266

“AN ORDINANCE ESTABLISHING A RECREATION AND PARKS DEPARTMENT”

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that a Recreation and Parks Department is hereby established as follows:

Section I.

§ _____-1 SHORT TITLE:

This section shall be known as the Recreation and Parks Department.

§ _____-2 ESTABLISHMENT:

There is hereby established by and within the Borough of Ridgefield the Recreation and Parks Department.

§ _____-3 AUTHORITY OF THE RECREATION AND PARKS DEPARTMENT:

The Recreation and Parks Department shall administer the following properties and programs:

A. Parks and Recreation Areas: The Recreation and Parks Department shall administer the parks and recreation areas within the Borough, including the authority to establish the hours of operation, supervision, terms of use, issuing of permits, sponsoring of special events, in conformity with Borough ordinances; and in conjunction with the Department of Public Works, the maintenance of all such facilities.

B. Sports and Recreation Programs: The Recreation and Parks Department shall sponsor and operate seasonal sporting and recreational programs for children in grades K-8, and general recreation programs for children of pre-K age through adult.

C. Special Summer Program: The Recreation and Parks Department may operate a special summer program providing activities and supervision for children in grades K-8 under the terms and conditions established by the Department.

D. Municipal Swimming Pool Complex: The Recreation and Parks Department shall operate the municipal swimming pool complex.

E. Nature Center: In conjunction with other municipal departments, the Recreation and Park Department Coordinate access to the Nature Center.

§ _____-4 DIRECTOR OF RECREATION AND PARKS DEPARTMENT:

The head of the department shall be the Director of Recreation and Parks Department, who shall be appointed by the Mayor with the consent of the Council on an annual basis.

§ _____-5 OTHER STAFF:

The Recreation and Parks Department shall include such other and further staff as may be approved by the Mayor and Council from time to time, including, without limitation, secretarial staff, part-time employees and such volunteers as may be approved by the Department.

§ _____-6 RECREATION COMMISSION:

There is hereby further established by and within the Borough of Ridgefield a Recreation Commission to consist of as many citizen members as the Mayor and Council may from time to time determine. In addition, the members of the Recreation and Parks Committee of the Mayor and Council shall also serve on the Recreation Commission. The Recreation Commission shall serve as an advisory board on matters of recreation and parks, to advise both the Mayor and Council and the Recreation Director. Citizen members shall be appointed by the Mayor with the consent of the Council on an annual basis for terms of one year, and shall serve as volunteers without compensation.

Section II.

The actual article and section numbers of this Ordinance are purposely left blank and shall be established by the Borough's Code Publisher.

Section III. Repealer.

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

Section IV. 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 V.

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

Section VI.

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 January 29, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2267

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

“AN ORDINANCE AMENDING SECTION 322-3, RENT LEVELING BOARD, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 5th day of January, 2015, 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 5, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2267

“AN ORDINANCE AMENDING SECTION 322-3, RENT LEVELING BOARD, OF THE
CODE OF THE BOROUGH OF RIDGEFIELD”

Section I.

Section 322-3, entitled “Rent Leveling Board”, be and hereby is amended so as to delete the existing wording of said ordinance in its entirety, and to replace same with the following:

Section 322-3. Rent Leveling Board.

A. There is hereby created a Rent Leveling Board which shall consist of five members as follows:

(1) One person, a resident of the Borough of Ridgefield, who is neither a residential tenant or a landlord.

(2) Two landlords owning property affected by the rent leveling ordinance within the Borough of Ridgefield, or their representatives.

(3) Two tenants who are residents within the Borough of Ridgefield.

(4) The Chairman and Vice-Chairman of the Rent Leveling Board shall be elected by and from the regular voting members thereof.

B. Appointments to the Rent Leveling Board will be made by the Mayor, with the advice and consent of the Borough Council. In the event that the Mayor and Council are unable to secure the services of sufficient persons to bring the Rent Leveling Board to full membership from these categories, the Mayor, with the advice and consent of the Council, shall appoint sufficient people as may be necessary to bring the Rent Leveling Board to full membership, which appointment shall be made with regard for categories with membership representation.

C. Members of the Rent Leveling Board shall serve for a term of one year, or until their replacements qualify.

D. Alternate Members:

(1) There shall be appointed by the Mayor, the advice and consent of the Borough Council, one alternate member for each designation under subsections A(1), (2) and (3).

(2) The terms of office for alternate members shall be a period of one year or until their successor qualifies.

E. A quorum of the Rent Leveling Board shall be three members, at least one of which must be a tenant and one of which must be a landlord. In the event that a meeting cannot be held for lack of a quorum then, at the next scheduled meeting, a quorum shall consist of any three members, regardless of classification, but a preference shall be given to achieve representation by all of the above categories. If more than one tenant or landlord is present under these circumstances, then the first named in the appointing resolution to the Board shall be considered the voting member of that classification present for quorum and voting purposes. In the event that a meeting cannot be held for lack of a quorum where the requirement is four members or alternates then, at the third scheduled meeting, a quorum shall consist of four members, regardless of classification, but a preference shall be given to achieve representation by all of the above categories.

F. The Rent Leveling Board shall have the authority to designate one of the alternate members as a regular member to replace a regular member whose attendance at meetings has been sporadic. The thus substituted former regular member shall become the alternate member.

Section II. Invalid Provisions.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

Section III. Repealer.

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

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

Section VI: 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 January 29, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2268

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

“AN ORDINANCE AMENDING SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 29th day of January, 2015 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 9th day of February, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2268

“AN ORDINANCE AMENDING SECTION 92-1, SALARIES, OF THE CODE OF THE
BOROUGH OF RIDGEFIELD”

Section I.

Section 92-1 entitled “Salaries” of the Code of the Borough of Ridgefield be and hereby is amended by adding to the existing positions and salary ranges the following:

Position:	Range:
Program Director	\$25,000 to \$35,000

Section II. Invalid Provisions.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

Section III. Repealer.

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

Section IV. 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 V.

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

Section VI:

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 January 29, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2269

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

“AN ORDINANCE ESTABLISHING THE POSITION OF MUNICIPAL CLERK OF THE BOROUGH OF RIDGEFIELD”

introduced on the 29th day of January, 2015 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 9th day of February, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

ORDINANCE NO. 2269

“AN ORDINANCE ESTABLISHING THE POSITION OF MUNICIPAL CLERK OF THE
BOROUGH OF RIDGEFIELD”

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that the Office of Municipal Clerk is hereby established as follows:

Section I:

§ _____-1 SHORT TITLE:

This section shall be known as the Office of Municipal Clerk.

§ _____-2 ESTABLISHMENT:

There is hereby established by and within the Borough of Ridgefield the Office of Municipal Clerk.

§ _____-3 APPOINTMENT OF THE MUNICIPAL CLERK:

The Municipal Clerk shall be appointed, and shall serve, pursuant to the provisions of *N.J.S.A. 40A:9-133, et. seq.*

§ _____-4 AUTHORITY AND DUTIES OF THE MUNICIPAL CLERK:

A. The Municipal Clerk shall perform the duties specified by, and have the authority provided by, New Jersey statutes, including, but without limitation, *N.J.S.A. 40A:9-133, et. seq.*

B. The Municipal Clerk shall perform such duties as may be assigned by the Mayor and Council pursuant to municipal ordinance.

C. In addition to the duties specified by statute and existing Borough ordinances, the Municipal Clerk shall be the direct supervising authority of all clerical and administrative positions serving by and within the Borough of Ridgefield’s Payroll, Tax, Finance, Purchasing and Clerk’s Departments.

Section II. The actual article and section numbers of this Ordinance are purposely left blank and shall be established by the Borough's Code Publisher.

Section III. Repealer.

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

Section IV. 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 V.

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

Section VI:

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 January 29, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2270

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

“AN ORDINANCE AMENDING ARTICLE V, PARKING OF COMMERCIAL VEHICLES, OF CHAPTER 375, VEHICLES AND TRAFFIC, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 29th day of January, 2015 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 9th day of February, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2270

“AN ORDINANCE AMENDING ARTICLE V, PARKING OF COMMERCIAL VEHICLES,
OF CHAPTER 375, VEHICLES AND TRAFFIC, OF THE CODE OF THE BOROUGH OF
RIDGEFIELD”

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

Section I:

Article V, Parking of Commercial Vehicles, of Chapter 375, Vehicles and Traffic, be and
hereby is amended as follows:

A. The title of Article V, presently being Parking of Commercial Vehicles, be and
hereby is amended to read as follows: Parking and Servicing of Commercial Vehicles.

B. Section 375-20, Parking of Commercial Vehicles During Certain Hours
Prohibited, be and hereby is amended by deleting the existing language of said section and
replacing same with the following:

Parking of commercial vehicles, as hereinafter defined, on all streets in the Borough of
Ridgefield between the hours of 9:00 p.m. and 6:00 a.m. is hereby prohibited, except that a
commercial business, located in a non-residential zoning district of the Borough, may park up to
two (2) commercial vehicles in front of or adjacent to its operating premises without violating
this ordinance.

C. Section 375-23.1. There is hereby added a new section to be denominated
Section 375-23.1 to be entitled Servicing of Commercial Vehicles, to read as follows:

No person shall service a commercial vehicle on any street within the Borough of
Ridgefield. Servicing of commercial vehicles shall include washing, cleaning, performing of
mechanical repairs or maintenance, and performing of auto body repairs or maintenance.
Servicing of emergency vehicles on Borough streets in commercial situations, where a
commercial vehicle has broken down and is receiving emergency servicing for the purpose of
removing it from the place of breakdown to a garage or repair facility shall be permitted.

D. Section 375-24, Violations and Penalties, be and hereby is amended by adding to
the existing provisions of said ordinance section a new subsection C as follows:

Each vehicle which is parked in contravention of the provisions of this ordinance shall constitute a separate offense.

Section II. Repealer.

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

Section III. Severability.

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

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

Section V: 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 January 29, 2015

Presented by Mayor Suarez

RESOLUTION NO. 67-2015

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

ARCHER GREINER

be appointed as Alternate Bond Counsel for calendar year 2015.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Mayor Suarez

RESOLUTION NO. 68-2015

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

ALEX CANCIAN

be appointed to the Recreation and Parks Commission for calendar year 2015.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Penabad

RESOLUTION NO. 69-2015

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 2203 Lot 18, also known as 610 Broad Avenue for the year 2013.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Dragomir and Koviljka Zivkovic be issued a refund in the amount of \$4,531.58 for the year 2013.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$4,531.58 made payable to Daniel G. Keough, Trustee and be mailed to 783 Springfield Avenue, Summit, New Jersey 07901-2332.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Acosta

RESOLUTION NO. 70-2015

WHEREAS, the Police Departments in Bergen County have a day-to-day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order; and

WHEREAS, law enforcement officials also have a responsibility to provide for preparedness against natural emergencies such as floods, hurricanes, earthquakes, major storms, etc., man-made causes, civil unrest, and civil disobedience such as riots, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, terrorist incidents and bombings, state and national emergencies; and

WHEREAS, this plan is adopted in accordance with the provisions of N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1, N.J.S.A. 40A:14-156.4 and N.J.S.A. APP. A:9-40.6; and

WHEREAS, this plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property; and

WHEREAS, it is the desire of the Mayor and Council of the Borough of Ridgefield to participate in mutual aid plan and rapid deployment force in accordance with the plan as submitted by the Bergen County Chief's Association.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Police Department of the Borough of Ridgefield, under the direction of the Chief of Police, cooperate with the Bergen County Police Chief's Association to create an interlocal services agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor and all municipalities in Bergen County.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 71-2015

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 2015; and

WHEREAS, McNerney & Associates, Inc. was previously appointed Borough Appraiser to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH 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 2015; 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 2015, 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

between \$1,000,001 to \$2,500,000

Properties which have an equalized assessment between \$2,500,000 to \$5,000,000 \$3,500

Properties which have an equalized assessment between \$5,000,001 to \$7,500,000 \$5,000

Properties which have an equalized assessment over \$7,500,000:

To be determined by negotiation between the parties with reference to fees by other comparable appraisers in similar situations.

Court Time and Conference Time: To be billed at an hourly rate of \$100.00
No charge for telephone calls between an appraiser and attorney, nor for review of cases.

APPRAISER 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 APPRAISER 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 APPRAISER'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

McNERNEY & ASSOCIATES, INC.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 72-2015

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, Wielkocz, Cerullo & Cuva, P.A. be awarded the professional services contract to serve as the Borough Auditor for calendar year 2015; and

WHEREAS, Ferraioli, Wielkocz, Cerullo & Cuva, P.A. was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ferraioli, Wielkocz, 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, Wielkocz, 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.*
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 2015; 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 2015, 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: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 73-2015

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 2015; and

WHEREAS, Gibbons, P.C. was previously appointed Bond Counsel to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 2015; 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 2015, 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
Robert Johnson	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 January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 74-2015

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 2015; and

WHEREAS, Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 2015; 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 2015, 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 January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 75-2015

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 Jenne Associates, LLC be awarded the professional services contract to serve as the Borough Engineer for calendar year 2015; and

WHEREAS, Jenne Associates, LLC was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Jenne 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 Jenne Associates, LLC 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 Jenne Associates, LLC, 1362 Crim Road, Bridgewater, 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 2015; 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 2015, 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 shall receive a base retainer of \$1,900 per month for providing 23 hours of service to the BOROUGH. To the extent the ENGINEER'S services in any given month shall exceed 23 hours, the ENGINEER shall be paid, in addition to the retainer, at the hourly rates set forth below for those services that exceed 23 hours. The ENGINEER shall submit an appropriate invoice detailing all services provided, including those within the 23 hour allowance and those above.
4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the ENGINEER, and when directed to the ENGINEER by the Mayor and Council shall be billed at the following 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

5. **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.

6. **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.

7. **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.

8. **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.

9. **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

JENNE ASSOCIATES, LLC

WITNESS:

DATE:

By: _____
Carl Jenne

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 76-2015

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 2015; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. 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.*

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

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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., 55 Flanagan Way, Secaucus, 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 2015; 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 2015, 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

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ALAMO INSURANCE GROUP, INC.

WITNESS:

DATE:

By: _____
Luis Alamo, President

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 77-2015

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 2015; and

WHEREAS, Gregory Associates, LLC was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 2015; 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 2015, 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 January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 78-2015

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 2015; and

WHEREAS, Marlene Caride, Esq. of Gonzalez and Caride was previously appointed Borough Prosecutor to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.*
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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, Suite 100, 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 2015; 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 2015, 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 January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 79-2015

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 2015; and

WHEREAS, Chasan, Leyner and Lamparello, P.C. was previously appointed Special Labor Attorney to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. 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.*

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

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 2015; 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 2015, 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 January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 80-2015

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

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

WHEREAS, a duly constituted evaluation committee recommended that Edania C. Rondon, Esq. be awarded the professional services contract to serve as the Public Defender for calendar year 2015; and

WHEREAS, Edania C. Rondon, Esq. was previously appointed Public Defender to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Edania C. Rondon, 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 Edania C. Rondon, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Public Defender 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 Public Defender.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PUBLIC DEFENDER

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 Edania C. Rondon, having offices at 3700 Bergenline Avenue, Suite 201, Union City, New Jersey, hereinafter called the "PUBLIC DEFENDER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Edania C. Rondon, Esq. as Borough Public Defender for calendar year 2015; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PUBLIC DEFENDER for professional services as Borough Public Defender 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 PUBLIC DEFENDER to serve as Borough PUBLIC DEFENDER for calendar year 2015, or until her/his successor qualifies. The PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of \$200 for each court session attended. The PUBLIC DEFENDER 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 public defenders 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 PUBLIC DEFENDER 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 PUBLIC DEFENDER 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 PUBLIC DEFENDER'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

WITNESS:

DATE:

EDANIA C. RONDON, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 81-2015

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 John H. Bang, Esq. be awarded the professional services contract to serve as the Special Counsel for calendar year 2015; and

WHEREAS, John H. Bang, Esq. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with John H. Bang, 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 John H. Bang, Esq. 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 John H. Bang, Esq., having offices at 100 Challenger Road, 3rd Floor, Ridgefield Park, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed John H. Bang, Esq. as Special Counsel for calendar year 2015; 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 2015, 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

WITNESS:

DATE:

JOHN H. BANG, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 82-2015

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 Cleary Giacobbe Alferi & Jacobs, LLC be awarded the professional services contract to serve as the Special Counsel for calendar year 2015; and

WHEREAS, Cleary Giacobbe Alferi & Jacobs, LLC was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Cleary Giacobbe Alferi & Jacobs, 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 Cleary Giacobbe Alferi & Jacobs, LLC 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 Cleary Giacobbe Alferi & Jacobs, LLC, having offices at 169 Ramapo Valley Road, Oakland, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Cleary Giacobbe Alferi & Jacobs, LLC as Special Counsel for calendar year 2015; 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 2015, 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

CLEARY GIACOBBE ALFIERI &
JACOBS, LLC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 83-2015

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 2015; and

WHEREAS, Mariniello & Mariniello, P.C. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 2015; 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 2015, 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 January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 84-2015

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 Waters McPherson McNeil, P.C. be awarded the professional services contract to serve as the Special Counsel for calendar year 2015; and

WHEREAS, Waters McPherson McNeil, P.C. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Waters McPherson McNeil, 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 Waters McPherson McNeil, 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.*
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 Waters McPherson McNeil, P.C., having offices at 300 Lighting Way, 7th Floor, Secaucus, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Waters McPherson McNeil, P.C. as Special Counsel for calendar year 2015; 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 2015, 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

WATERS McPHERSON MCNEIL, PC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 85-2015

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 Weiner Lesniak, LLP be awarded the professional services contract to serve as the Special Counsel for calendar year 2015; and

WHEREAS, Weiner Lesniak, LLP was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Weiner Lesniak, 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 Weiner Lesniak, 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincenz				
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 Weiner Lesniak, LLP, having offices at 629 Parsippany Road, Parsippany, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Weiner Lesniak, LLP as Special Counsel for calendar year 2015; 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 2015, 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

WEINER LESNIAK, LLP

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 86-2015

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

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

WHEREAS, a duly constituted evaluation committee recommended that Boswell Engineering be awarded the professional services contract to serve as the Special Projects Engineer for calendar year 2015; and

WHEREAS, Boswell Engineering was previously appointed Special Projects Engineer to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Boswell Engineering 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 Boswell Engineering as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special Projects 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 Special Projects Engineer.

3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

4. 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.*

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

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL PROJECTS 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 Boswell Engineering, 330 Phillips Avenue, South Hackensack, New Jersey, hereinafter called the "SPECIAL PROJECTS ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Boswell Engineering as Special Projects Engineer for calendar year 2015; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL PROJECTS ENGINEER for professional services as Special Projects 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 SPECIAL PROJECTS ENGINEER to serve as SPECIAL PROJECTS ENGINEER for calendar year 2015, or until her/his successor qualifies. The SPECIAL PROJECTS ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. **SCOPE OF SERVICES:** The SPECIAL PROJECTS 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 SPECIAL PROJECTS ENGINEER and all matters which by law and/or tradition should be referred to and handled by the SPECIAL PROJECTS ENGINEER.

3. **PAYMENT FOR SERVICES:** The SPECIAL PROJECT ENGINEER will be compensated based on the hourly rates specified below, or upon a flat fee proposal/award for a given project.

4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the SPECIAL PROJECTS ENGINEER, and when directed to the SPECIAL PROJECTS ENGINEER by the Mayor and Council shall be billed at the following rates:

Senior 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

5. **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.
6. **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.
7. **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 PROJECTS 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 SPECIAL PROJECTS ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **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 PROJECT ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **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

BOSWELL ENGINEERING

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 87-2015

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

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

WHEREAS, a duly constituted evaluation committee recommended that Carroll
Engineering Corporation be awarded the professional services contract to serve as the Special
Projects Engineer for calendar year 2015; and

WHEREAS, Carroll Engineering Corporation was previously appointed Special Projects
Engineer to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Carroll Engineering Corporation 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 Carroll Engineering Corporation as
required by law.

2. This contract is awarded for the following reasons: There is a need for a Special
Projects 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 Special Projects Engineer.

3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.

4. 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.

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

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincenz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL PROJECTS 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 Carroll Engineering Corporation, 105 Raider Boulevard, #206, Hillsborough, New Jersey, hereinafter called the "SPECIAL PROJECTS ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Carroll Engineering Corporation as Special Projects Engineer for calendar year 2015; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL PROJECTS ENGINEER for professional services as Special Projects 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 SPECIAL PROJECTS ENGINEER to serve as SPECIAL PROJECTS ENGINEER for calendar year 2015, or until her/his successor qualifies. The SPECIAL PROJECTS ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. **SCOPE OF SERVICES:** The SPECIAL PROJECTS 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 SPECIAL PROJECTS ENGINEER and all matters which by law and/or tradition should be referred to and handled by the SPECIAL PROJECTS ENGINEER.

3. **PAYMENT FOR SERVICES:** The SPECIAL PROJECT ENGINEER will be compensated based on the hourly rates specified below, or upon a flat fee proposal/award for a given project.

4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the SPECIAL PROJECTS ENGINEER, and when directed to the SPECIAL PROJECTS ENGINEER by the Mayor and Council shall be billed at the following rates:

Senior 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

5. **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.
6. **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.
7. **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 PROJECTS 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 SPECIAL PROJECTS ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **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 PROJECT ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **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

CARROLL ENGINEERING
CORPORATION

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 88-2015

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

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

WHEREAS, a duly constituted evaluation committee recommended that Maser
Consulting be awarded the professional services contract to serve as the Special Projects
Engineer for calendar year 2015; and

WHEREAS, Maser Consulting was previously appointed Special Projects Engineer to the
Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Maser Consulting 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 Maser Consulting as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special
Projects 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 Special Projects Engineer.
3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL PROJECTS 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 Maser Consulting, 400 Valley Road, Suite 304, Mount Arlington, New Jersey, hereinafter called the "SPECIAL PROJECTS ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Maser Consulting as Special Projects Engineer for calendar year 2015; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL PROJECTS ENGINEER for professional services as Special Projects 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 SPECIAL PROJECTS ENGINEER to serve as SPECIAL PROJECTS ENGINEER for calendar year 2015, or until her/his successor qualifies. The SPECIAL PROJECTS ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. **SCOPE OF SERVICES:** The SPECIAL PROJECTS 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 SPECIAL PROJECTS ENGINEER and all matters which by law and/or tradition should be referred to and handled by the SPECIAL PROJECTS ENGINEER.

3. **PAYMENT FOR SERVICES:** The SPECIAL PROJECT ENGINEER will be compensated based on the hourly rates specified below, or upon a flat fee proposal/award for a given project.

4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the SPECIAL PROJECTS ENGINEER, and when directed to the SPECIAL PROJECTS ENGINEER by the Mayor and Council shall be billed at the following rates:

Senior 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

5. **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.
6. **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.
7. **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 PROJECTS 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 SPECIAL PROJECTS ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **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 PROJECT ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **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

MASER CONSULTING

WITNESS:

DATE:

By: _____
Andrew Hipolit, Senior Principal

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 89-2015

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

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

WHEREAS, a duly constituted evaluation committee recommended that Remington
Vernick & Arango Engineers be awarded the professional services contract to serve as the
Special Projects Engineer for calendar year 2015; and

WHEREAS, Remington Vernick & Arango Engineers was previously appointed Special
Projects Engineer to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement
with Remington Vernick & Arango Engineers 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 Remington Vernick & Arango
Engineers as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special
Projects 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 Special Projects Engineer.

3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.

4. 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.*

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

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincenz				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL PROJECTS 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 Remington Vernick & Arango Engineers, 300 Penhorn Avenue, 3rd Floor, Secaucus, New Jersey, hereinafter called the "SPECIAL PROJECTS ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Remington Vernick & Arango Engineers as Special Projects Engineer for calendar year 2015; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL PROJECTS ENGINEER for professional services as Special Projects 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 SPECIAL PROJECTS ENGINEER to serve as SPECIAL PROJECTS ENGINEER for calendar year 2015, or until her/his successor qualifies. The SPECIAL PROJECTS ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. **SCOPE OF SERVICES:** The SPECIAL PROJECTS 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 SPECIAL PROJECTS ENGINEER and all matters which by law and/or tradition should be referred to and handled by the SPECIAL PROJECTS ENGINEER.

3. **PAYMENT FOR SERVICES:** The SPECIAL PROJECT ENGINEER will be compensated based on the hourly rates specified below, or upon a flat fee proposal/award for a given project.

4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the SPECIAL PROJECTS ENGINEER, and when directed to the SPECIAL PROJECTS ENGINEER by the Mayor and Council shall be billed at the following rates:

Senior Engineer:	\$140.00
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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

5. **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.
6. **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.
7. **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 PROJECTS 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 SPECIAL PROJECTS ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **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 PROJECT ENGINEER'S services are not performed satisfactorily in accordance with this contract.
9. **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

REMINGTON VERNICK & ARANGO
ENGINEERS

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 90-2015

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 Rosemarie Tubitio, Esq. be awarded the professional services contract to serve as the Substitute Prosecutor for calendar year 2015; and

WHEREAS, Rosemarie Tubitio, Esq. was previously appointed Substitute Prosecutor to the Borough of Ridgefield for calendar year 2015; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Rosemarie Tubitio, 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 Rosemarie Tubitio, 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Rosemarie Tubitio, Esq., having offices at 645 Westwood Avenue, River Vale, New Jersey, hereinafter called the "SUBSTITUTE PROSECUTOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Rosemarie Tubitio, Esq. as Substitute Prosecutor for calendar year 2015; 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 2015, 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: _____
ROSEMARIE TUBITIO, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Castelli

RESOLUTION NO. 91-2015

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 2015; and

WHEREAS, George B. Campen, Esq. was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2015; 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. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. 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.
5. A notice of this action shall be printed in *The Record*.

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

7. 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				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 2015; 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 2015, 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:

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.

Frank Berardo,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 29, 2015

Presented by Councilman Penabad

RESOLUTION NO. 92-2015

BE IT RESOLVED, that warrants totaling **\$2,711,285.99**
be drawn on the following accounts:

CURRENT	\$2,606,754.08
TRUST	\$33,312.99
CAPITAL	\$68,508.92
POOL	\$2,683.60
DOG LICENSE	\$26.40
TOTAL	\$2,711,285.99

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk