

**BOROUGH OF RIDGEFIELD**

**A G E N D A**

Executive Session and Regular Meeting of the Mayor and Council

Date: March 2, 2016

Open Public Meetings Statement by Mayor Suarez

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

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

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

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of January 20, 2016 Public Session Meeting

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Introduction of Ordinance No. 2298 entitled, “AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES”

First Reading of Ordinance

Roll Call

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**CONSENT AGENDA:**

117-2016	Councilman Penabad	Full Tax Exemption
118-2016	Councilman Penabad	Municipal Charges Yard Maintenance

**ROLL CALL-PUBLIC SESSION**

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez				
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				

**ROLL CALL-EXEC. SESSION**

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

119-2016	Councilman Penabad	Tax Court Judgment – Block 3403, Lot 2
120-2016	Councilman Penabad	Authorize QPA to Solicit Quotes-Lawn Maintenance
121-2016	Councilman Acosta	Limousine License – Yun
122-2016	Councilman Penabad	Environmental Commission 12 <sup>th</sup> Annual Clean Up Day
123-2016	Councilman Penabad	Shared Services Agreement with Bergen County-Fire Department Loaner Program
124-2016	Councilman Penabad	Oppose Pension & Health Benefit Study Commission Report Dated February 24, 2015
125-2016	Councilman Acosta	Hire Per-Diem Community Center Attendants

**COUNCIL VOTE**

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

RESOLUTIONS:

126-2016	Councilman Penabad	Temporary Budget Emergency 2016
127-2016	Councilman Penabad	Warrants

COMMENTS BY MAYOR:

**Coin Toss Request:**

RMHS Soccer  
August 27, 2016

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

Matthew Castelli  
481 Columbia Avenue  
Company No. 2

**Request to Hang Banner:**

Ambulance Corps.  
Shaler Boulevard  
May 18-June 18, 2016

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 March 2, 2016

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 March 2, 2016

Presented by Councilman Acosta

ORDINANCE NO. 2298

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

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES”

introduced on the 2<sup>nd</sup> day of March, 2016 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 16<sup>th</sup> day of March, 2016 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council at the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
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 March 2, 2016

Presented by Councilman Acosta

ORDINANCE NO. 2298

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING  
HANDICAPPED PARKING SPACES”

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

Section I:

Section 375-52 of the Code of the Borough of Ridgefield, entitled “Designated Areas” subpart B, be and hereby is amended by the following:

1. Adding a designated handicapped space adjacent to 504 Sunset Terrace (on the south side of Sunset Terrace) beginning at a point 127 feet east of the south east corner of Bergen Boulevard and Sunset Terrace and continuing east a distance of 22 feet.

Section II: In all other respects, the terms, conditions and provisions of Section 375-52 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

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

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

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 117-2016

WHEREAS, Sisters of the Immaculate Heart of Mary at Mirinae has applied for 100 % tax exempt status to the office of the Tax Assessor in the Borough of Ridgefield pursuant to N.J.S.A. 54:4-4.4 for Block 2205 Lot 6.02, also known as 567 Prospect Avenue; and

WHEREAS, Sisters of the Immaculate Heart of Mary at Mirinae has been approved by the Tax Assessor for 100% tax exemption on their dwelling located at 567 Prospect Avenue, also known as Block 2205 Lot 6.02, in accordance with N.J.S.A 54:4-4.4.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Tax Collector is hereby authorized to cancel 100% of said taxes.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
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 March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 118-2016

WHEREAS, the Borough of Ridgefield received numerous complaints in regard to the disrepair and/or abandonment of certain properties; and

WHEREAS, the aforesated facts were confirmed upon inspection by the Property Maintenance Department; and

WHEREAS, Property Maintenance notified the owners that the properties needed to be cleaned up and maintained and the owners did not respond; and

WHEREAS, in order to preserve the health, safety and welfare of the adjacent neighbors and all municipal residents the Borough of Ridgefield hired vendors for emergency cleanup of said properties; and

WHEREAS, the owners of these properties were given ample time to respond and pay the clean up fees and have not done so;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council directs Tax Collector Frank Berardo to place Municipal Charges upon the said property for the clean-up costs incurred by the Borough of Ridgefield according to the following schedule:

1010 Elm Avenue                      Block 1103 Lot 6                      \$2,000.00

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
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 March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 119-2016

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 3403 Lot 2, also known as 471 Abbott Avenue for the year 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that MaryAnn Crudello be issued a refund in the amount of \$998.99 for the year 2015.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$998.99 made payable to MaryAnn Crudello and be mailed to 471 Abbott Avenue, Ridgefield, New Jersey 07657.

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 March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 120-2016

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Qualified Purchasing Agent be and he is hereby authorized and directed to solicit quotes for:

2016/2017 LAWN MAINTENANCE SERVICES

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 March 2, 2016

Presented by Councilman Acosta

RESOLUTION NO. 121-2016

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that a  
Limousine License be issued to:

JUNG YONG YUN

in accordance with Ordinance No. 1558.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
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 March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 122-2016

WHEREAS, in year 2015 the Borough of Ridgefield successfully sponsored it's Eleventh Annual Cleanup Day; and

WHEREAS, the Environmental Commission of the Borough of Ridgefield has recommended that the tradition of an annual cleanup day be continued in year 2016; and

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

WHEREAS, it is in the best interests of the community that a Twelfth Annual Cleanup Day be scheduled in the year 2016;

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

1. Saturday, April 2, 2016 be, and hereby is, declared to be the Twelfth Annual Cleanup Day in the Borough of Ridgefield. In case of rain, the cleanup day will be held on Sunday, April 3, 2016.
2. The Environmental Commission will take the lead in implementing the cleanup day. It is envisioned that teams of volunteers will be scheduled to collect trash and recyclables from various public areas, that residents be encouraged to remove litter from their properties and curb areas in front of their homes, and that local businesses are encouraged to clean up their properties, including parking lots and other surrounding areas.
3. The Borough hereby encourages all of its residents to work together in connection with the goal of the cleanup day in order to become better stewards of the earth, and to take pride in the community by making Ridgefield clean and green.

Approved:

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

Attest:

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

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 123-2016

WHEREAS, the County of Bergen through County Executive James J. Tedesco III and the Board of Chosen Freeholders through Chairman Steven A. Tanelli has offered a Shared Services Agreement by which the County would endeavor, in the event of an emergency, to make available to the Borough of Ridgefield, and other municipalities, certain fire apparatus on an as needed and as available basis, all of which is set forth in a certain Shared Services Agreement attached hereto; and

WHEREAS, the Shared Services Agreement is offered pursuant to the provisions of N.J.S.A. 40A:65-1, et. seq.; and

WHEREAS, the Shared Services Agreement has been authorized by the County by adoption of Resolution No. 1458-15; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to enter into said Shared Services Agreement;

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

1. The Mayor and Council does hereby approve the Shared Services Agreement attached hereto pursuant to the provisions of N.J.S.A. 40D:65-1, et. seq.
2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the Shared Services Agreement on behalf of the Borough and to return a fully conformed copy to the County of Bergen.
3. A copy of the Shared Services Agreement shall be filed with the Division of Local Government Services, Department of Community Affairs, together with an estimate of the cost savings anticipated to be achieved by the Borough of Ridgefield pursuant to the provisions of N.J.S.A. 40D:65-4(b).

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

Approved:

Attest:

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

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

**SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING  
OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY  
MUNICIPALITY WITHIN THE COUNTY OF BERGEN**

**THIS AGREEMENT** is made by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

**EACH MUNICIPALITY** located within Bergen County signing this agreement, being a body politic and corporate of the State of New Jersey, with administrative offices located at the address set forth on the municipality's respective signature page, hereinafter referred to as the "Municipality."

**WITNESSETH:**

**WHEREAS**, the County of Bergen operates a Fire Academy through the County's Department of Public Safety; and

**WHEREAS**, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

**WHEREAS**, subject to the operational needs of the Fire Academy, the County seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis solely for use as front line fire apparatus; and

**WHEREAS**, Municipality seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

**WHEREAS**, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of Municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as Municipality has a need to utilize it;

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

**WHEREAS**, the County has authorized this agreement by adoption of Resolution No. 1458-15 on December 16, 2015; and

**WHEREAS**, Municipality has authorized this agreement by adoption of the Resolution number set forth on the signature page of this Agreement, adopted on the date set forth therein;

**NOW THEREFORE BE IT AGREED AS FOLLOWS:**

**1. Scope of Services.**

- A. The Municipality agrees to borrow and the County agrees to lend Fire Apparatus from the County for use as front line fire apparatus on an emergent, temporary basis, such as in circumstances of breakdown or destruction of Municipality's firefighting vehicles, in accordance with the terms of this Agreement.
- B. The Parties understand that the County's Fire Apparatus must be primarily available for County use. Therefore, Fire Apparatus will only be available whenever not in use, or scheduled to be used by the County, and, then, it will only be made available at the sole discretion of the Director of the Bergen County Law and Public Safety Institute or a designated representative for short term emergency use as front line fire apparatus.
- C. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the Municipality will be permitted to borrow the Fire Apparatus under this Agreement, in the absence of extenuating circumstances, for a period not to exceed eight (8) weeks, free of charge.
- D. In extenuating circumstances, the County may approve a loan of the Fire Apparatus for a period not to exceed twenty four (24) weeks, subject to the fee schedule set forth in Section 4, "Compensation," below.
- E. Because long term borrowing of the Fire Apparatus is anticipated to accelerate the deterioration of the Fire Apparatus, a separately negotiated agreement shall be required for any loan of Fire Apparatus anticipated to exceed twenty four (24) weeks. The Municipality's mayor or administrator and fire chief shall meet with the County Administrator, the County's Director of Public Safety and Director of the Bergen County Law and Public Safety Institute to discuss the terms of such separate agreement, including the length of such loan, and any fees or costs to be imposed for use of the Fire Apparatus.

**2. Responsibilities of the Parties – Operation of the Loaner Program.**

- A. When and if the Municipality wishes to borrow Fire Apparatus from the County, the Municipality's Contact Person shall submit to the County's Contact Person a written request to borrow Fire Apparatus.
- B. The County may adopt a form for the written request. Regardless of whether or not the County adopts such a form, the written request shall contain, at minimum, the following information:
  - i. The piece of Fire Apparatus requested;
  - ii. The reason for the request;

- iii. The use to which the Fire Apparatus will be put;
  - iv. The duration for which the Municipality wishes to borrow the Fire Apparatus. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the duration will, in the absence of extenuating circumstances, be limited to eight (8) weeks. In extenuating circumstances, the County may approve ;
  - v. Any other information the Municipality wishes to include with its request;
  - vi. Any other information required by the County, in its discretion, to evaluate the Municipality's request.
- C. If the County, upon review of the written request, determines that the requested Fire Apparatus is available for loan, the County will loan the Fire Apparatus to the Municipality on the following terms:
- i. Prior to taking custody of the Fire Apparatus, the Municipality must provide the County with a certificate of insurance, demonstrating compliance with the insurance requirements below, naming the County, its officers, agents, employees, and volunteers as additional insureds.
  - ii. Prior to taking custody of the Fire Apparatus, the Municipality's Contact Person will sign a statement indicating and agreeing to the following:
    - a. The make, model, vehicle identification number, serial number, or other vehicle-specific identification of the Fire Apparatus being borrowed;
    - b. The date on which the Fire Apparatus will be borrowed;
    - c. The date by which the Fire Apparatus will be returned;
    - d. The daily rate the Municipality will pay to the County for use of the Fire Apparatus for any period exceeding eight (8) weeks, if the County determines that extenuating circumstances warrant such extended loan.
    - e. That the Municipality has inspected the Fire Apparatus and independently determined that the Fire Apparatus is acceptable for the Municipality's purposes. Where the County has advised the Municipality of known recommended repairs or replacement of specific malfunctioning or nonfunctioning parts of the Fire Apparatus, the Municipality has reviewed same, and determined that, notwithstanding such recommended repairs or replacement, the Municipality agrees to take custody of the Fire Apparatus.

- iii. The representative of the Municipality taking custody of the Fire Apparatus shall sign an acknowledgment thereto prior to removing the Fire Apparatus from the grounds of the Fire Academy. This acknowledgment may be included on the statement set forth in paragraph 2(C)(ii), supra.
- iv. The Director of the Bergen County Law and Public Safety Institute may, in writing, agree to permit the Municipality to keep the Fire Apparatus for a period beyond the date set forth on the statement, subject, however, to the County's continuing and overriding right to recall the Fire Apparatus for Fire Academy usage or where the needs of public safety require same, such determination to be made in the sole discretion of the County.
- v. The Municipality agrees that persons assigned to operate the Fire Apparatus ("operators") will possess all required licenses to operate the Fire Apparatus and will have fulfilled training requirements in accordance with standards set forth by the New Jersey State Division of Fire Safety as well as all New Jersey motor vehicle laws, regulations, and requirements prior to operating said Fire Apparatus. A sufficient number of the Municipality's personnel will be trained to comply with this requirement and shall keep current through continuous training courses as necessary.
- vi. The Municipality agrees to utilize the Fire Apparatus in full and complete compliance with all Federal, State, and Local standards and requirements. In the event the County determines that the Municipality has failed to utilize the Fire Apparatus in conformance with all Federal, State, and Local standards and requirements, the Municipality shall immediately return the Fire Apparatus to the County in the manner directed by the County.
- vii. The Municipality shall be responsible for all fueling and routine maintenance of the Fire Apparatus during such time as the Fire Apparatus is in the Municipality's custody. The Municipality shall be liable to the County for any costs incurred by the County as a result of the Municipality's failure to perform or negligent performance of routine maintenance of the Fire Apparatus.
- viii. The Municipality shall be responsible for repairing any damage to the Fire Apparatus or equipment failure occurring while the Fire Apparatus is in the Municipality's custody.
- ix. The Municipality shall maintain written records regarding receipt, possession and regular maintenance of the Fire Apparatus.
- x. The Municipality shall return the Fire Apparatus to the County in the same or better condition than when the Municipality borrowed it.
- xi. The Municipality will return the Fire Apparatus to the County Fire Academy upon the County's request within seven (7) days when the County determines that the

Fire Apparatus is required for Fire Academy use, and within twenty four (24) hours when the County determines that return of the Fire Apparatus is required in the interest of public safety.

- xii. The Municipality will take custody of the Fire Apparatus and return custody of the Fire Apparatus to the County at the Bergen County Fire Academy. Under no circumstances shall the County be required to retrieve the Fire Apparatus from another location.

### 3. Term.

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for a period of ten years. This Agreement will continue in effect on the terms and conditions provided herein for the full term of the Agreement, unless either Party elects to terminate said Agreement upon thirty (30) days' notice to the other Party. Said election to terminate does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or its obligations for maintenance or repair of the Fire Apparatus occasioned by Municipality's use of the Fire Apparatus. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

### 4. Compensation.

- A. Subject to availability, the County agrees to permit the Municipality to borrow the Fire Apparatus free of charge for a period not to exceed eight (8) weeks, and the Municipality agrees to return the Fire Apparatus by the date set forth in the statement described in paragraph 2(C)(ii), supra, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus.
- B. If the County determines that the Municipality has demonstrated extenuating services justifying the borrowing of the Fire Apparatus for more than eight (8) weeks, but not more than twenty four (24) weeks, the Municipality Agrees to pay the County, and the County agrees to accept payment at the daily rate charged by the County for use of the County Fire Apparatus at the time the Municipality seeks to borrow the County Fire Apparatus.
- C. The daily rates may be increased by the County periodically. The then effective rate shall be set forth in the in the statement described in paragraph 2(C)(ii), supra, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus. The current daily rates are as follow:
  - a. First eight weeks – No charge, as set forth in Paragraph 4(A), above.
  - b. Ninth through sixteenth weeks – Twenty five dollars (\$25) per day.
  - c. Seventeenth through twenty fourth weeks – Fifty dollars (\$50) per day.

D. The County will provide an invoice to the Municipality on a monthly basis. The Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

**5. Contact Person.**

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person between the County and the Municipality in order to support and facilitate the orderly and efficient distribution of Fire Apparatus and related relevant information. The Municipality's Contact Person shall be authorized to sign the statement described in paragraph 2(C)(ii), supra. The County's Contact Person shall be the Director of the Bergen County Law and Public Safety Institute or his designee.

**6. Other Agreements.**

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, rent, loan, sell, or otherwise dispose of Fire Apparatus to other public or private entities.

**7. Dispute Regarding Payment.**

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

**8. Risk of Loss; Indemnification.**

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Fire Apparatus, and the Fire Apparatus is being loaned strictly in "as is" and "where is" condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality's use of the Fire Apparatus, including any loss occasioned by failure of the Fire Apparatus to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality's agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Fire Apparatus,

including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Fire Apparatus.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality's use, or occur while the Fire Apparatus is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

#### **9. Insurance.**

During the term of this Agreement, the Municipality shall maintain workers' compensation insurance with statutory limits and a minimum of \$ 1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Fire Apparatus used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Fire Apparatus other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Fire Apparatus, the Municipality, being responsible for the operator of the Fire Apparatus, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Fire Apparatus during such time as the Municipality has custody of the vehicle, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

#### **10. Dispute Resolution.**

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Fire Apparatus to the County immediately upon demand, regardless of the status of any dispute resolution process.

**11. No Waiver.**

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**12. Relationship of the Parties.**

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

**13. Notices.**

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality:            To the address set forth on the signature page of this Agreement.

If to the County:                    Director  
    Bergen County Law and Public Safety Institute  
    281 Campgaw Road  
    Mahwah, NJ 07430

*With a copy to:*                    County Counsel  
    County of Bergen  
    One Bergen County Plaza – Room 580  
    Hackensack, NJ 07601

**14. Miscellaneous.**

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

**15. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**16. No Assignment.**

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Fire Apparatus to any third party without the express written consent of the County's Contact Person.

**17. No Third Party Beneficiaries.**

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

**18. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**19. Entire Agreement.**

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

**20. Severability.**

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

**21. Title and Headings.**

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**22. Recitals.**

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

**23. Counterparts; Facsimile Signature of County Executive.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Municipality understands and agrees that a copy of this Agreement with the County Executive's original signature shall remain on file with the County. Municipality shall execute a signature page bearing a facsimile/photocopy of the County Executive's signature, and shall accept such facsimile/photocopy of the County Executive's signature as effective and binding upon the County.

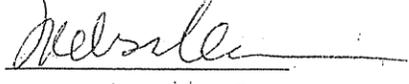
**24. Effective Date.**

This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

**[Signature page(s) to follow]**

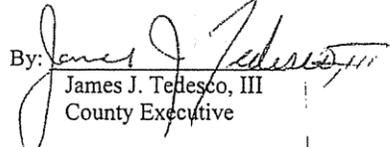
IN WITNESS WHEREOF, the COUNTY OF BERGEN and the Borough/City/Township/Village of \_\_\_\_\_ ("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN ("Agreement"), consisting of recitals and twenty four enumerated paragraphs on ten pages plus signature pages, and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:



Dated: 12/17/15

COUNTY OF BERGEN

By:   
James J. Tedesco, III  
County Executive

Authorized by Freeholder Resolution No. 1458-15, adopted on December 16, 2015, a copy of which is annexed hereto.

ATTEST:

\_\_\_\_\_  
(Name of Municipality)

\_\_\_\_\_

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

Dated: \_\_\_\_\_

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

Authorized by Resolution No. \_\_\_\_\_ of the Municipality, adopted on \_\_\_\_\_, a copy of which is annexed hereto.

All notices to the Municipality pursuant to Paragraph 13, "Notices," shall be sent to the following (to be completed by Municipality):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**2015  
BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS  
RESOLUTION**

*MSB  
2/16/15*

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Tanelli	✓			
Zur	✓			
Chairwoman Voss	✓			
<b>TOTALS</b>	<b>7</b>	<b>-</b>	<b>-</b>	<b>-</b>

Resolution No. 1458-15  
 Date: December 16, 2015  
 Page: 1 of 14  
 Department/  
 Division: Public Safety/Public Safety Education  
 Purpose: Authorize Shared Services Agreement  
 for Short Term Emergency Sharing of  
 Fire Apparatus Between the County of  
 Bergen and the Municipalities Within  
 the County of Bergen  
 Account No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Dollar Amount: n/a  
 Prepared By: DZ

Offered by: Sullivan  
 Seconded by: Ganz  
 Approved by: DZ

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders  
 on above date at the Regular Meeting by: [Signature]  
Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, the County of Bergen operates a Fire Academy through the County's  
 Department of Public Safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles  
 and engines ("Fire Apparatus") used for training firefighters; and

WHEREAS, in furtherance of the County Executive's shared services initiative, the  
 County seeks to establish a program to make certain Fire Apparatus available to the  
 municipalities within Bergen County on a temporary/emergency basis for use as front line fire  
 apparatus when not needed for training purposes ("Fire Apparatus Loaner Program"); and

**WHEREAS**, the County has determined that by entering into a Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of a municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as a municipality has a need to utilize it;

**WHEREAS**, the County is authorized to enter into shared services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

**WHEREAS**, County Counsel has prepared a form of Shared Services Agreement, entitled "SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN" ("Shared Services Agreement"), a copy of which is annexed to this Resolution, as Exhibit A; and

**WHEREAS**, the Shared Services Agreement sets forth the terms under which the County will, subject to availability, loan Fire Apparatus to municipalities on an emergent, temporary basis, such as in circumstances of breakdown or destruction of a municipality's firefighting vehicles,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS**, upon the recommendation of Ralph Rivera, Director of the Department of Public Safety and Richard Blohm, Director of the Division of Public Safety Education, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby endorses the County Executive's proposed Fire Apparatus Loaner Program, and approves the terms thereof, as set forth in the Shared Services Agreement annexed to this Resolution as Exhibit A.
3. The County Executive is hereby authorized to sign the Shared Services Agreement in the form annexed as Exhibit A, together with any other documents necessary to implement the Fire Apparatus Loaner Program as set forth therein, the Agreement and all other documents to be in forms approved by County Counsel.

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 124-2016

WHEREAS, the Governor created the New Jersey Pension and Health Benefits Study Commission which released a report dated February 24, 2015; and

WHEREAS, this report recommends merging all nine (9) public employee pension funds in the State of New Jersey into one plan that would be merged into a new defined contribution plan (also known as a 457 plan); and

WHEREAS, local governments would have to pay an additional four (4) percent for each employee in the proposed new plan as well as fund a new pension liability for the two (2) local pension plans PERS and PFRS that would be frozen while current retirees receive their benefit; and

WHEREAS, the report also recommends that the State of New Jersey transfer the responsibility for teacher pension payments to the local school districts; and

WHEREAS, the report further recommends that the school districts absorb and make payment on an as yet undetermined portion of the over \$80,000,000 unfunded liability for the teachers' pension plan; and

WHEREAS, if these two (2) recommendations related to the Teachers' Pension Plan are enacted, it will mean an immediate property tax increase to cover these costs which are currently paid for by the State or are future funding obligations of the State; and

WHEREAS, of the nine (9) public employee pension plans in the State of New Jersey, the seven (7) established for State employees will become insolvent within six (6) to seventeen (17) years; and

WHEREAS, there are two (2) pension plans that support local government employees, local PERS for municipal employees is solvent into perpetuity at current funding levels, local PFRS for police officers and firefighters is fully funded for the next forty (40) years at current funding levels; and

WHEREAS, the New Jersey State League of Municipalities, the New Jersey Municipal Management Association (NJMMA), the Government Finance Officers Association (GFOA) are in agreement that the two (2) solvent local government pension plans should not be merged with the seven (7) State pension plans that are on the road to insolvency.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield opposes the findings outlined in the Roadmap to Resolution Report dated February 24, 2015; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Ridgefield urge all municipalities and school districts in the State of New Jersey to review the cost allocation estimates of pension liability for each one percent of payroll contribution report which was prepared by Professor Raphael J. Caprio, Ph.D. dated July, 2015 published by the Bloustein Local Government Research Center which can be found at the following link: <http://tinyurl.com/paxvpty>.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Governor, District 36 state legislators, and the League of Municipalities.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
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 March 2, 2016

Presented by Councilman Acosta

RESOLUTION NO. 125-2016

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

CHRISTINE CANCIAN  
REGINA McLOUGHLIN  
and  
ANTRANIK DARAKJIAN

be hired as per-diem Community Center Attendants effectively immediately at the hourly rate of \$11.00.

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 March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 126-2016

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

WHEREAS, no adequate provision has been made in the Calendar Year 2016 temporary budget appropriations for the aforesaid purpose, and N.J.S.A. 40A: 4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the Calendar Year 2016 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including this resolution total \$100,000.

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

CURRENT FUND

Improvements to Public Buildings and Parks \$100,000.00

TOTAL CURRENT FUND \$100,000.00

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

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.

---

Matthew J. Rutch,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting March 2, 2016

Presented by Councilman Penabad

RESOLUTION NO. 127-2016

BE IT RESOLVED, that warrants totaling **\$2,056,626.57**  
be drawn on the following accounts:

CURRENT	\$2,030,788.91
TRUST	\$25,531.20
CAPITAL	\$35.00
POOL	\$271.46
<b>TOTAL</b>	<b>\$2,056,626.57</b>

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