

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: August 8, 2011

Open Public Meetings Statement by Mayor Suarez

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

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

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

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

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of April 25, 2011 Work Session Meeting, May 9, 2011 Public Session Meeting, May 23, 2011 Work Session Meeting, May 23, 2011 Public Session Meeting, June 13, 2011 Public Session Meeting

Introduction of Ordinance No. 2180 entitled, “AN ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION N.J.S.A. 40A:4-53”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2181 entitled, “AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 319 OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

First Reading of Ordinance

ROLL CALL-PUBLIC SESSION

Table with 4 columns: Adj. to Ex. Pres., Adj. to Ex. Abs., Public Pres., Public Abs. and rows for Mayor Suarez, Castelli, Todd, Vincentz, Severino, Acosta, Jimenez.

ROLL CALL-EXEC. SESSION

Table with 2 columns: PRESENT, ABSENT and rows for Mayor Suarez, Castelli, Todd, Vincentz, Severino, Acosta, Jimenez.

Roll Call

Introduction of Ordinance No. 2182 entitled, "AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN, STATE OF NEW JERSEY, BY ESTABLISHING A NEW CHAPTER ENTITLED PURCHASING AGENT"

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

	Motion:	Second:
244-2011	Councilman Acosta	Appoint School Crossing Guards
245-2011	Councilman Acosta	Appoint Special Police Officers
246-2011	Councilman Jimenez	Redemption of Tax Title Lien #11-01
247-2011	Councilman Jimenez	Redemption of Tax Title Lien #11-06
248-2011	Councilman Jimenez	Municipal Charge-687 Clark Avenue
249-2011	Councilman Jimenez	Municipal Charges-Property Maintenance Complaints
250-2011	Councilman Jimenez	Authorize Agreement with Avenet, LLC-GovOffice Web Solutions
251-2011	Councilman Jimenez	Transfer of SFY2011 Budget Appropriation Reserves
252-2011	Councilman Castelli	License Agreement and Shared Parking Agreement- Bonanno Real Estate Group II, LP
253-2011	Councilman Jimenez	Stipulation of Settlement-687 Edgewater Avenue
254-2011	Councilman Jimenez	Tax Appeal Settlement-North Fork Bank
255-2011	Councilman Jimenez	Extend Deadline for Payment of 3 rd Qtr. 2011 Taxes
256-2011	Councilman Jimenez	Purchase Through State Contract Vendors
257-2011	Councilman Jimenez	Authorize AccuTech Contract for Ground Water Investigation at Willis Park
258-2011	Mayor Suarez	Support Over the Limit Under Arrest 2011 Statewide Crackdown
259-2011	Councilman Acosta	Approve 12.39 Ruling from Division of Alcoholic Beverage Control for Pang Pang
260-2011	Councilman Castelli	Authorize to Advertise-Bids for HVAC System Repairs at the Ridgefield Public Library
261-2011	Councilman Castelli	Accept and Authorize Jenne Associates Proposal #P11028 Library HVAC System Repairs
262-2011	Councilman Castelli	Authorize William Cody Associates to Prepare

263-2011	Councilman Jimenez	ADA Plan for Pool Complex Professional Service Agreement-Rent Leveling Attorney
264-2011	Councilman Jimenez	Authorize Contract with Appraisal Systems, Inc.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

RESOLUTIONS:

265-2011 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

Permission for Coin Toss:

American Legion Post #221
Saturday, August 27, 2011

Ridgefield Memorial High School Booster Club
Boys Soccer Team
Saturday, September 10, 2011

Application for Social Affair Permit:

Sts. Vartanantz Armenian Apostolic Church
461 Bergen Boulevard
November 18 and November 19, 2011
4:00 p.m.-12:00 a.m.

Ridgefield Unico
725 Slocum Avenue
September 10, 2011
5:00 p.m.-12:00 a.m.

Ridgefield Lions Club
725 Slocum Avenue

September 17, 2011
6:30-11:30 p.m.

Application for Raffles License:

Sts. Vartanantz Armenian Apostolic Church
Prize Raffle
461 Bergen Boulevard
November 20, 2011 – 2:00 p.m.

Ridgefield Music Parents
Tricky Tray
725 Slocum Avenue
November 18, 2011 – 7:30-11:00 p.m.

Ridgefield Music Parents
50/50
725 Slocum Avenue
November 18, 2011 – 7:30-11:00 p.m.

Ridgefield Unico
Texas Hold'Em Tournament
725 Slocum Avenue
September 10, 2011 – 7:30-11:30 p.m.

Ridgefield Memorial High School PTA
Vacation Raffle
Willis Field
October 21, 2011 – 8:30 p.m.

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. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Mayor Anthony R. 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				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
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. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2180

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

“AN ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION
N.J.S.A. 40A:4-53”

introduced on the 8th day of August, 2011, 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 12th day of September, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2180

“AN ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION
N.J.S.A. 40A:4-53”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that pursuant to N.J.S.A. 40A:4-53 (Ch. 48, P.L. 1956 as amended by Ch. 144, P.L. 1965 and Ch. 38, P.L. 1969) the sum of \$90,000.00 is hereby appropriated for the Reassessment of Real Property and shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-53.

The authorization to finance the appropriation shall be provided for in succeeding annual budgets by the inclusion of at least 1/5 of the amount authorized pursuant to this act (N.J.S.A. 40A:4-55).

BE IT FURTHER ORDAINED that this ordinance shall take effect at the time and in the manner provided by law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

I, Linda M. Prina, Clerk of the Borough of Ridgefield, County of Bergen, do hereby certify the foregoing to be a true and correct copy of an ordinance adopted by the Governing Body at a meeting of said Governing Body held on August 8, 2011, and said ordinance was adopted by not less than a two-thirds vote of the members of the Governing Body.

Witness my hand and seal of the
Borough of Ridgefield this
8th day of August, 2011.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Castelli

ORDINANCE NO. 2181

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

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 319 OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 8th day of August, 2011, 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 12th day of September, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Castelli

ORDINANCE NO. 2181

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 319 OF THE CODE OF THE
BOROUGH OF RIDGEFIELD”

WHEREAS, Section 319-18 of the Code of the Borough of Ridgefield pertains to relocation assistance for persons who are evicted from dwellings in the Borough of Ridgefield as a result of an illegal occupancy; and

WHEREAS, Section B of Section 319-18 authorizes the Welfare Director, in the Director’s discretion, to pay relocation assistance to any displaced person and to then to recover those costs from the property owner; and

WHEREAS, the Borough no longer maintains its own Welfare Department or Welfare Director, and that provision accordingly is superfluous;

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

Section I:

Section 319-18 of the Code of the Borough of Ridgefield be, and hereby is amended by replacing the existing provisions of that Section with the following:

Any tenant who receives a notice of eviction pursuant to the provisions of N.J.S.A. 2A:18-61.2 that results from zoning or code enforcement activity for an illegal occupancy shall be considered a displaced person and shall be entitled to relocation assistance in an amount equal to six times the monthly rental paid by the displaced person. The owner-landlord of the structure shall be liable for the payment of relocation assistance pursuant to this section.

Section II: In all other respects, the terms, conditions and provisions of Chapter 319 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:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2182

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 CODE OF THE BOROUGH OF RIDGEFIELD,
COUNTY OF BERGEN, STATE OF NEW JERSEY, BY ESTABLISHING A NEW
CHAPTER ENTITLED PURCHASING AGENT”

introduced on the 8th day of August, 2011, 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 12th day of September, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2182

“AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF RIDGEFIELD,
COUNTY OF BERGEN, STATE OF NEW JERSEY, BY ESTABLISHING A NEW
CHAPTER ENTITLED PURCHASING AGENT”

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

Section I. There is hereby established by and within the Code of the Borough of Ridgefield a new chapter to be entitled Purchasing Agent and to read as follows:

§____-1.

There is hereby established the position of Purchasing Agent for the Borough of Ridgefield.

§____-2.

The Purchasing Agent shall be appointed by the Mayor with the consent of the Council. The Purchasing Agent shall be appointed for a one year term, coinciding with the calendar year, or the balance of any remaining calendar year. Any vacancy in the position shall be filled by an appointment for the balance of the calendar year term remaining.

§____-3.

The Purchasing Agent shall possess a valid, qualified purchasing agent certificate issued by the New Jersey Division of Local Government Services, Department of Community Affairs.

§____-4. Powers and Duties of the Purchasing Agent:

The Purchasing Agent shall have, on behalf of the Borough of Ridgefield, the authority, responsibility and accountability for the purchasing activity pursuant to the Local Public Contracts Law (*N.J.S.A.* 40A:11-1-, et. seq.); to prepare public advertising for and receive bids, requests for proposals, requests for qualifications for the provision or performance of goods, services and construction contracts; to recommend to the Mayor and Council the award of contracts pursuant to New Jersey law in accordance with the regulations, forms and procedures promulgated by state regulatory agencies; and to conduct any activities as may be necessary or appropriate to the purchasing function of the Borough of Ridgefield.

Section II. Repealer.

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

Section III. Severability.

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Acosta

RESOLUTION NO. 244-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following be appointed as School Crossing Guards for the 2011-2012 school year:

- | | |
|--|--|
| John Scannavino - \$13.90 per hr. | MaryAnn Gentile - \$13.90 per hr. |
| Louis Tosoni - \$13.90 per hr. | Reinaldo Bozan - \$13.90 per hr. |
| Domenica Blum - \$13.90 per hr. | Claudio Ciciliano - \$13.65 per hr. * (3/11/12) |
| Robert Williams - \$13.90 per hr. | Natale Buro - \$13.90 per hr. |
| Johanna Yildrim - \$13.90 per hr. | Martha Campos - \$13.90 per hr. |
| Marie Novembre - \$15.50 per hr. | Dorene Grasso - \$13.65 per hr.* (11/5/11) |
| Thomas Gallagher - \$13.65 per hr.* (1/8/12) | Hialita Larino - \$13.40 per hr.* (11/10/11) |
| Barbara Humphrey - \$13.90 per hr. | Jennie Lilenthal - \$13.40 per hr.* (1/5/12) |
| John Freeland - \$13.90 per hr. | Madeline Kulhan-\$13.40 per hr.* (9/29/11) |
| Kathy O'Brien - \$13.90 per hr. | Carol Kelm-\$12.90 per hr.* (12/21/11) |
| Lawrence Bruno - \$13.65 per hr.* (9/8/11) | Gail Peticca-\$12.90 per hr.* (10/12/11) |
| Philomena Treus - \$13.90 per hr. | Markrit Bekarogulari-\$12.90 per hr.* (10/12/11) |

*Shall receive a .25 increase on their anniversary date as indicated

BE IT FURTHER RESOLVED that any new hire School Crossing Guards shall be paid at the hourly rate of \$12.90.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Acosta

RESOLUTION NO. 245-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following be appointed as Special Police Officers effective September 7, 2011 pending successful completion of the Bergen County Police Academy:

SEAN BANNON
JUSTIN BRITO
MICHAEL MALAQUIAS
DOUGLAS ROMMES
JONATHAN BERGER
FATIH KARABIYIK

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 246-2011

WHEREAS, 784 Grand Ridgefield, LLC has deposited a check in the amount of \$41,910.78 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 11-01, Block 504 Lot 7, further known as 784 Grand Avenue, sold to Robert Rothman and whereas \$52,100.00 was previously deposited into the Trust Account at the time of tax sale for the premium.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$41,910.78 from the Suspense Account and a check for \$52,100.00 from the Trust Account for the return of the premium;

BE IT FURTHER RESOLVED that the check in the amount of \$41,910.78 be drawn on the Borough of Ridgefield Suspense Account and the check for \$52,100.00 be drawn on the Borough of Ridgefield Trust account and be made payable to Robert Rothman and mailed to 409 Grand Avenue, Englewood, New Jersey 07631.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 247-2011

WHEREAS, Hudson City Savings Bank has deposited a check in the amount of \$2,058.12 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 11-06, Block 2706 Lot 24, further known as 763 Clark Avenue, sold to US Bank Cust Pro Capital, I, LLC and whereas \$13,100.00 was previously deposited into the Trust Account at the time of tax sale for the premium.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$2,058.12 from the Suspense Account and a check for \$13,100.00 from the Trust Account for the return of the premium;

BE IT FURTHER RESOLVED that the check in the amount of \$2,058.12 be drawn on the Borough of Ridgefield Suspense Account and the check for \$13,100.00 be drawn on the Borough of Ridgefield Trust account and be made payable to US Bank Cust Pro Capital I, LLC and mailed to 50 S. 16th Street, Suite 1950, Philadelphia, PA 19102.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 248-2011

WHEREAS, the Borough of Ridgefield Building Department was notified of a potentially hazardous condition concerning a tree in the rear yard of 687 Clark Avenue also known as Block 2605 Lot 14; and

WHEREAS, the aforesated facts were confirmed upon inspection by Construction Code Official Armand S. Marini III; and

WHEREAS, the Construction Code Official notified the owners that the tree needed to be removed 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 a vendor for emergency removal of the tree; and

WHEREAS, the owner of the property was given ample time to respond and pay the tree removal fee and has not done so;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council directs Tax Collector Frank Berardo to place a Municipal Charge upon the said property for the tree removal cost of \$4,000.00 incurred by the Borough of Ridgefield for emergency tree removal at 687 Clark Avenue, Block 2605 Lot 14.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 249-2011

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

WHEREAS, the aforesaid 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 properties for the clean up costs incurred by the Borough of Ridgefield according to the following schedule:

665 Virgil Avenue	Block 801 Lot 9	\$150.00
743 Clark Avenue	Block 2706 Lot 19	\$150.00
764 Edgewater Avenue	Block 2704 Lot 21	\$300.00
790 Norman Road	Block 105 Lot 22	\$1,477.50

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

	COUNCIL VOTE			
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 250-2011

WHEREAS, the Borough of Ridgefield wishes to engage a new firm to design and host its website; and

WHEREAS, the Borough has received a proposal from Avenet, LLC-GovOffice Web Solutions; and

WHEREAS, the Borough wishes to proceed with the agreement with Avenet, LLC-GovOffice Web Solutions in a form attached hereto; and

WHEREAS, the amount of the contract is well below the bid threshold;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the attached agreement with Avenet, LLC-GovOffice Web Solutions to provide website services to and for the Borough of Ridgefield be, and hereby is, approved, subject to certification of the availability of funds, and subject further to investigation for purposes of compliance with pay to play legislation.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be, and hereby are, authorized and directed to execute the attached agreement after the availability of funds have been certified, and after determination by the Purchasing Agent that the agreement is permissible under pay to play legislation, including the Borough's recently adopted Ordinance No. 2178.

BE IT FURTHER RESOLVED that an initial payment of \$4,375 shall be paid to Avenet, LLC-GovOffice Web Solutions.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				



**Avenet, LLC (GovOffice Web Solutions)
Subscription Services and License Agreement**

This agreement (the "**Agreement**"), effective the (insert) day of (insert month), 2011 (the "**Effective Date**"), is between these parties:

Borough of Ridgefield (referred to in this agreement as "Customer")

604 Broad Ave
Ridgefield, NJ 07657

Key Contact: Hugo Jimenez
Councilman - Chairman Communications Committee
201-543-3385
hjimenez@ridgefieldboro.com

Avenet, LLC – GovOffice Web Solutions

Referred to in this Agreement as "**Avenet**"

1300 Godward Street NE
Suite 2625
Minneapolis, Minnesota 55413

Sales Contact:
Ross Heupel
Marketing Director
651-270-0442
rossh@avenet.net

(See Section 7.5 regarding updates of this information)

Avenet is in the business of providing Internet-based services and Internet and Intranet-related subscription and Web site services to its customers for the purpose of aiding those customers in creating and managing web sites and web site content. Customer is an organization requiring such management assistance and Web site services and wishes to utilize certain of Avenet's products and services.

IMPORTANT: AVENET IS AN ONLINE WEB SITE CREATION AND CONTENT MANAGEMENT SYSTEM. PLEASE READ THIS AGREEMENT AND POLICY CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SERVICES DESCRIBED BELOW. BY PAYING FOR OR UTILIZING THE AVENET SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND TERMS OF USE AND AGREE TO BE BOUND BY THEIR TERMS. THIS AGREEMENT INCORPORATES BY REFERENCE THE ONLINE LICENSE AND TERMS OF USE FOUND AT WWW.AVENET.NET/LICENSE.

In consideration of the mutual covenants herein, Avenet and the Customer, by signing this Agreement, hereby agree to the following terms and conditions:

Article 1. Avenet's Obligations.

1.1 Subscription Services. Avenet hereby agrees to provide to Customer the subscription and Web site services (the "Services"), as more fully described in the attached Exhibit A, by providing subscription access to and use of certain software, server space, other technology and customer service to enable Customer and/or its members to create a site or sites on the World Wide Web (the "Web site") dedicated to Customer's or its members' use. Avenet shall supply, subject to the license provisions hereof, such subscription access to and use of certain software, server space, technology and documentation related thereto as may be agreed with Customer and specified in Exhibit A in connection with Customer's use of the Services.

1.2 Related Services and Products. Avenet may supply other services or products in connection with the Services. Any such products and services are listed, with associated prices, on Exhibit B.

1.3 Web site Availability. The Web site(s) provided under this Agreement will be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of services due to causes beyond the control of Avenet. Examples of causes beyond Avenet's control include, but are not limited to, the interruption or failure of telecommunication links, interruption or failure of transmission links, and slow downs or failures of the Internet itself. Avenet reserves the right to interrupt services for purposes of repairing, upgrading, debugging, maintaining and improving the system, among other reasons. To the extent feasible, Avenet will schedule these activities for performance at the least inconvenient time so as to minimize interruption.

Article 2. Customers' Obligations.

2.1 Fees and Payment. Customer and/or affiliate (collectively referred to as User) shall pay the fees and prices agreed in Exhibit A and other Exhibits, as the case may be, in accordance with such Exhibits. All fees listed are in U.S. dollars unless explicitly otherwise stated. To the extent any tax applies to the purchase or use of this Service, the collection, withholding, reporting and payment are the responsibility of User. The fees and prices payable

to Avenet are net of any such taxes or impositions.

- 2.2 Rules of Use. User agrees to observe the following rules of use of the Web site:
- (a) User shall use the Web site only for purposes consistent with the organization for which User has contracted for the Services and shall not resell to other organizations or entities through the Service;
 - (b) User shall not download, alter, reverse compile, or examine the source or object code of any software or data provided by Avenet or others in connection with Avenet's provision of the Services;
 - (c) User is responsible for protecting the privacy of User's user ID or other bases of restricted access supplied by or arranged in cooperation with Avenet;
 - (d) User shall not violate the confidentiality of information stored on or accessible through the Web site or Avenet's servers, or deposit or upload any materials other than those used directly by User for the purposes contemplated by this Agreement;
 - (e) User agrees to observe other rules of use of the Web site as Avenet may notify User of them as applicable to Avenet's Web sites generally; provided, however, that if a new rule so notified operates to create a serious hardship for User, User shall have the opportunity to object within fourteen (14) days after such notice, in which case User and Avenet may jointly decide on alternative implementation or definition of the rule.

2.3 Representatives. Acts of employees, officers, contractors, and other representatives of Customer shall be considered acts of Customer for purposes of this Agreement.

Article 3. Intellectual Property.

3.1 Trademarks, Service Marks. User is not licensed to use any trademarks or service marks of Avenet. Avenet shall have the right to place its trademarks, service marks, logos and copyright information on the Web site(s).

3.2 Software, Documentation, and Data. Rights in software, documentation for software, and data are as provided in Article 4. Software and documentation are internationally protected by the laws of one or more of the following: copyright, patent, and trade secrets. Marking the software or documentation to indicate ownership by Avenet is for notice only and is not evidence of publication.

Confidential Information. Unpublished information within the software and documentation provided by Avenet, as well as Avenet information to which Customer may gain access, that deals with Avenet's product plans, product details and operations, business strategies, and the like, including, but not limited to, all information that Customer would wish to maintain in confidence if the information belonged to and applied to Customer rather than Avenet, is "**Confidential Information.**" Each party agrees to treat the Confidential Information with at least the degree of care and protection with which it treats its own essential and most highly proprietary and confidential information, but in any event with no less than reasonable care and protection, and to use the Confidential Information only in a manner and for purposes consistent with the provisions and objectives of this Agreement. Both parties agree not to disclose Confidential Information or otherwise to make it available to third parties without the other party's prior written consent, except to the extent that the Confidential Information (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the disclosing party; (ii) was known to the party, without restriction, at the time of disclosure by the other party as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the other party; (iv) became known to the disclosing party, without restriction, from a source other than the other party, without breach of this Agreement by the disclosing party and otherwise not in violation of the other party's rights; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the parties shall use all reasonable efforts to provide prompt written, and sufficient advance notice thereof to the other party to enable that party to seek a protective order or otherwise prevent or restrict such disclosure. Both parties shall take appropriate action by instruction, agreement, or otherwise with Licensee's employees, agents, and other representatives to satisfy the party's obligations under this agreement with respect to the use, copying, modification, protection and security of Confidential information. Further, Avenet shall not use, distribute, sell or otherwise make available any of Customer's confidential information including but not limited to members' names, addresses, e-mail and telephone information, without the express written permission of Customer.

Article 4. License.

Regarding Avenet's software that is used by Customer in the process of accessing and utilizing the Services or the functionality of the Web site, whether such software is located on the Web site or on equipment operated by or for Customer, the following terms and conditions apply.

4.1 Grant. Avenet hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable license (the "**License**") to use the Services and related documentation ("**Documentation**"), together referred to herein as the "**Licensed Materials**," only as permitted in this Agreement and for the purposes stated herein.

4.2 Ownership. The Licensed Materials (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software) are and remain the property of Avenet or its licensors. Any data provided by Customer and manipulated or stored by the Licensed Materials remains the property of Customer or others and does not become the property of Avenet.

4.3 Updates. From time to time, whether or not obligated to do so, during the term of this Agreement, Avenet may provide changes or additions (the "Updates") to the Software and Documentation, such as but not limited to bug fixes, upgrades, and new releases.

4.4 Reverse Engineering. Customer is not permitted to reverse engineer, decompile, disassemble, or otherwise examine the Software, except and only to the extent that such activity is expressly permitted by applicable law. Customer is not permitted to adopt all or any part of the Software or its algorithms as Customer's own.

Article 5. Warranties, Remedies, and Indemnity.

5.1 Avenet warrants that the performance of the Service will not deviate materially from that represented on the applicable Avenet Web site. This is a limited warranty. Customer's remedies in connection with this warranty are described below. Also described below are warranties that Avenet expressly declines to make. Avenet makes no other warranties of any kind with respect to the Services, Licensed Materials, any other products supplied in connection with this Agreement. AVENET DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS HEREIN EXPRESSLY MADE. In any situation involving alleged nonperformance of or defect in the Services or Licensed Materials, upon notification by Customer, Avenet shall attempt to fix, remedy, repair or otherwise bring into conformance such alleged nonperformance or defect within a reasonable period of time. Customer's sole remedy shall be a refund of a pro rata part of the price paid for such Services as were not properly provided or performed. Customer recognizes that software by its nature is imperfect, and so minor objections will not be considered as grounds for complaints or remedy; no remedy will be provided unless the failure of Services or defect of Licensed Materials is shown to be material, deviating substantially in performance or capability from the description of the relevant Services or Licensed Materials attached to this Agreement or as represented in Avenet's published materials, and significantly impacting Customer's operating capability.

5.2 IN NO EVENT WILL AVENET OR ITS AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE, OR PERFORMANCE OF THE SERVICES, THE LICENSED MATERIALS, OR ANY OTHER PRODUCTS OR SERVICES. AVENET WILL NOT BE LIABLE FOR ANY DAMAGES CUSTOMER MAY SUFFER ARISING OUT OF CUSTOMER'S USE OF, OR INABILITY TO USE, THE SERVICES, THE LICENSED MATERIALS, OR ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY AVENET. IN NO EVENT SHALL AVENET BE

LIABLE FOR UNAUTHORIZED ACCESS TO OR ANY DAMAGE TO THE WEB SITE OR ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. CUSTOMER BEARS THE RESPONSIBILITY OF MAINTAINING BACKUP COPIES OF ITS DATA AND OTHER INFORMATION STORED ON AVENET'S SERVERS.

5.3 AVENET'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF FORM OF ACTION, INCLUDING NEGLIGENCE AND ALL OTHER CAUSES AND BASES FOR ACTION, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PRICE OF PRODUCTS AND SERVICES PURCHASED, LICENSED, AND PAID FOR BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT WHICH CAUSED THE DAMAGES OR INJURY; provided, however, that this limitation shall not apply to damages for personal injuries to Customer's employees, contractors, or other representatives or for destruction of Customer's tangible personal property proximately caused by the negligence or malfeasance of Avenet.

5.4 Avenet will indemnify Customer and hold Customer harmless with respect to any claim or demand by any third party that the Licensed Materials infringe any United States copyright, patent, or trade secret. Customer shall cooperate fully with Avenet in defending against any such claim or demand and shall take no action, without prior written consent of Avenet, which may compromise or settle such claim or demand. In the event that Customer is prevented by injunction or similar order from using the Licensed Materials as contemplated by this Agreement, Avenet may: procure the necessary license for the affected item(s) of the Licensed Materials; modify the affected item(s) to avoid infringement; provide a replacement for the affected item(s); or, if none of the foregoing is commercially reasonable, terminate this Agreement, ceasing to charge ongoing fees to Customer and refunding a pro rata portion of any initial or paid-up fees that Customer has paid to Avenet.

5.5 AVENET OFFERS NO NONINFRINGEMENT WARRANTY WHATSOEVER AND DISCLAIMS ALL RESPONSIBILITY WITH RESPECT TO INTELLECTUAL PROPERTY RELATED TO ITEMS PROVIDED UNDER THIS AGREEMENT BUT NOT PRODUCED BY AVENET.

5.6 Except with respect to personal injuries and destruction of personal property as provided in Section 5.3 above and liability for infringement as provided in Section 5.4 above, Customer shall indemnify Avenet and hold Avenet harmless against any claim or demand by any third party due to or arising out of the use by Customer of the Services, the Licensed Materials, or other products supplied to Customer by Avenet under this Agreement.

5.7 Avenet does not guarantee or warrant that files available for downloading in connection with the Services will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Customer is responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for accuracy of data input and output, and for maintaining a means external to Avenet's servers for the reconstruction of lost data.

5.8 THE WARRANTIES AND REMEDIES STATED IN THIS ARTICLE 5 ARE CUSTOMER'S ONLY WARRANTIES AND CUSTOMER'S EXCLUSIVE REMEDIES.

Article 6. Term and Termination.

6.1 Expiration. This Agreement shall take effect as of the Effective Date and shall remain in effect as long as Customer continues to make timely payments of fees to Avenet for hosting, maintenance, upgrades and customer service.

6.2 Termination for Cause. This Agreement may be terminated by either party in the event of (a) any material breach of the terms and conditions hereof, which breach is not cured by the party in breach within fifteen (15) calendar days following notice, by the other party, of the breach; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to either party of its debts under any bankruptcy, insolvency, or other similar law in effect at the time of or after creation of this Agreement; (c) either party's making a general assignment for the benefit of creditors or becoming insolvent or taking any corporate action to authorize any of the provisions for parts (b) or (c) of this provision. Avenet may terminate this Agreement at any time in its sole discretion if Avenet deems any content on Customer's Web site to be obscene or illegal.

6.3 Termination for Convenience. Customer may terminate this Agreement for convenience at any time upon thirty (90) days' notice to Avenet. Avenet may terminate this Agreement for convenience at any time upon thirty (90) days' notice to Customer. In the event Avenet terminates the Agreement for convenience, following the thirty (90) day notice period, Avenet shall cease to charge ongoing fees to Customer and refund a pro rata portion of any hosting and maintenance fees that Customer has paid to Avenet.

6.4 Effect of Termination. Upon termination of this Agreement for any reason, including expiration, all Documents and Licensed Materials supplied to Customer hereunder are to be returned promptly to Avenet unless otherwise specified in Exhibit A. All access rights of and through Customer to the Web site will be terminated, and all data of Customer will be removed from the Web site. The Services and the Web site may contain date-triggered software or other provisions for termination of Customer's use at the end of the scheduled term of this Agreement or similar provisions that may be activated by Avenet upon such termination. Such software or other provisions may render all or part of the Services or the Web site inoperable, which in turn may destroy or render inaccessible Customer's items such as any data, graphics, codes, records, designs and the like that have been integrated with or stored by the use of the Services, or on or by use of the Web site.

Article 7. General Provisions.

7.1 Assignment; Personal Services. Customer has no right to assign this Agreement without the prior written consent of Avenet, which may withhold it for any reason. Avenet has no right to assign this Agreement without the prior written consent of Customer, which may withhold it for any reason. Customer shall not sell, license, sublicense, lease, rent, or otherwise transfer or make available to third parties the Services, Documents, or other products or services provided by Avenet under this Agreement, or utilize them in any way not consistent with the purposes contemplated by this Agreement. This Agreement is fully binding on any and all assigns, successors, heirs, and legal representatives of the parties.

7.2 Entire Agreement. This Agreement incorporates by reference the online license at www.Avenet.net/license and all the Exhibits hereto, including Avenet's response to the MNA's request for proposals, and represents the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof, whether written or oral, except for future addenda that are mutually agreed upon in writing and signed by both parties. Customer agrees that it has not relied on any promises or expectations except those provided in this Agreement.

7.3 Governing Law. This Agreement shall in all respects be governed by the laws of the State of Minnesota, without reference to the rules of any jurisdiction concerning conflicts of laws. The parties agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in Minnesota, County of Hennepin, and Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts. No claim arising out of or in connection with this agreement may be brought by Customer more than one year after the cause of action on which it is based has accrued.

7.4 Changes to Agreement and Terms of Use Policy. Avenet may revise or amend this Agreement by amending its standard online Subscription Licensing Agreement and Terms of Use Policy located at www.Avenet.net/license. Any changes shall be posted to the Avenet Web Site (www.Avenet.net/license) and Avenet will notify you of such revisions or amendments via mail or e-mail at the addresses Customer provides. Customer is responsible to provide Avenet with updated e-mail and mailing addresses, and to periodically access the online Agreement and Terms of Use Policy to review them for any revisions or modifications. Except as provided herein, any changes to this Agreement or Terms of Use Policy must be in writing and signed by Avenet and Customer.

7.5 Severability. Any of the provisions of this Agreement held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law is, to that extent, deemed omitted, and the remainder of this Agreement shall be enforced as written.

7.6 Notices. To be effective, all notices permitted or required to be given to a party under this Agreement must be in writing and delivered by hand, facsimile, or nationally recognized express mail service (including but not limited to governmental mail services) to the address of that party as specified in this Agreement or such other address as such party may specify in writing on ten (10) days' notice in accordance with this provision. All notices shall be deemed to have been given upon receipt.

7.7 Force Majeure. Neither party will be responsible for any failure to perform its obligations (other than payment obligations) under this Agreement due to causes beyond the reasonable control of the party failing to perform, including without limitation acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents. To receive the benefits of this Section 7.6, however, the party so failing to perform must (a) notify the other party promptly of the fact, cause, and expected duration of the failure to perform; (b) continue its attempts to perform; (c) keep the other party informed of a likely end of the cause of the failure to perform; and (d) perform promptly when again able to do so. Payment is not subject to this force majeure provision. Either party may terminate this Agreement upon notice to the other if the duration of the period of a failure to perform covered by this Section 7.6 extends beyond 30 days.

7.8 Independent Contractors. Avenet and Customer are independent contractors, and nothing contained in this Agreement shall be construed to constitute a joint venture or other relationship between them or to give either party any rights whatsoever to bind the other.

7.9 Headings. The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

7.10 Public Information. Customer understands and accepts that Internet use, the Services, and related products and services may require registrations and related administrative reports which may be public in nature. Customer also consents to the use of Customer's name as a reference in Avenet's marketing activities.

7.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

Borough of Ridgefield, NJ

Avenet, LLC (GovOffice)

By: _____

By: _____

Its: _____

Its: _____

Exhibit A
to
Subscription Software License Agreement

Item	Price
One-time license fee for GovOffice CMS™ system	\$1,950
Custom Graphic Design: Value Solution Design - Logo and four banner images - Rollover menu - Two drafts	\$1,200
Annual Service Package (Hosting of site, maintenance, toll-free customer support and software upgrades)	\$900
Start-Up Kit - Premade Start-Up Website - URL transfer (domain point or redirect) - 5 shortcut URLs - Additional support materials	\$325
Grand Total to launch new GovOffice Website with first year hosting fees	\$4,375

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 251-2011

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer is herewith directed to execute the following transfers in the SFY 2011 budget appropriation reserves:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
Fire Department		
Clothing Allowance	\$22,550	
Recreation		
Salaries and Wages	4,000	
First Aid		
Clothing Allowance		\$ 8,100
Assessor		
Professional Services		11,350
Vehicle Maintenance		
Streets & Roads		1,000
Sanitation		1,000
Recreation		
Other Expenses		4,200
Property Maintenance		
Other Expenses		<u>900</u>
Total	<u>\$ 26,550</u>	<u>\$ 26,550</u>

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Castelli

RESOLUTION NO. 252-2011

WHEREAS, a situation exists in connection with certain property lying along Grand Avenue, and adjacent to the Borough's Willis Field facility, including Lot 1, Block 1101, Lots 7 and 8, Block 505, and a portion of the right of way known as Ray Avenue running westerly from its intersection with Grand Avenue; and

WHEREAS, the Borough wishes to allow the property owner to utilize on the basis of a License Agreement and Shared Parking Agreement, that portion of Ray Avenue lying west of Grand Avenue, and wishes to secure for the Borough the right to use a parking lot directly adjacent to the Borough's Willis Field property for football and soccer events during those seasons; and

WHEREAS, it is in the best interests of the Borough that the License Agreement and Shared Parking Agreement attached hereto be entered into by and between the Borough of Ridgefield and Bonanno Real Estate Group II, LP;

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

1. The attached License Agreement and Shared Parking Agreement be and hereby is approved by the Mayor and Council.
2. The Mayor and Borough Clerk are authorized and directed to execute the attached License Agreement and Shared Parking Agreement on behalf of the Borough.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

LICENSE AGREEMENT AND SHARED PARKING AGREEMENT

This is a License Agreement and Shared Parking Agreement by and between The Bonanno Real Estate Group II, LP, having its principal place of business at 107 West Tryon Avenue, Teaneck, New Jersey (hereinafter "Bonanno") and the Borough of Ridgefield, having its principal place of business at 604 Broad Avenue, Ridgefield, New Jersey (hereinafter "Ridgefield") regarding certain real estate as follows: Lot 1, Block 1101, owned by Bonanno (hereinafter "Property A"); Lots 7 and 8, Block 505, owned by Bonanno (hereinafter collectively known as "Property B"); and that portion of Ray Avenue running westerly from its intersection at Grand Avenue a distance of approximately 210 feet, being a street owned by Ridgefield (hereinafter "Ray Avenue").

RECITALS

WHEREAS, Bonanno owns property A and B located within Ridgefield; and

WHEREAS, those properties are separated by Ray Avenue; and

WHEREAS, the occupants of Property A have commonly utilized parts of Ray Avenue for ingress, egress and for parking; and

WHEREAS, Ridgefield is the owner of a certain athletic facility commonly known as Willis Park, located to the West of Property B; and

WHEREAS, Ridgefield wishes to grant to Bonanno a license agreement so that Bonanno can continue to utilize Ray Avenue for parking, ingress and egress; and

WHEREAS, in exchange for the right to use Ray Avenue, Bonanno wishes to grant to Ridgefield the right to utilize parking on property B under the terms and conditions set forth herein; and

WHEREAS, the parties have referenced a certain survey by Lapatka Associates, Inc. bearing a date of September 7, 2010 and attached hereto and incorporated herein as EXHIBIT A; and

WHEREAS, the parties wish to memorialize their agreement in writing;

NOW, THEREFORE, be it agreed to by and between the parties, in exchange for the mutual promises and covenants exchanged herein, and for other good and valuable consideration receipt of which is hereby acknowledged, as follows:

1. Form of Agreement: This is a license and shared parking agreement between the parties hereto. The parties agree that this agreement shall run for an initial term to begin on the date the agreement is fully executed by both parties, and run until December 31, 2011; and the agreement shall renew automatically for successive six (6) month periods (each period to end June 30 and December 31 of each calendar year) unless terminated by either party as provided for herein.

2. Grant of License: Ridgefield hereby grants to Bonanno a license to utilize Ray Avenue for ingress, egress and parking.

3. Utilization of Parking on Property B by Ridgefield: Bonanno hereby grants to Ridgefield the exclusive right to utilize those parking spaces lying entirely on Property B, being 15 in number, as depicted on EXHIBIT A, in connection with events at Willis Park limited to recreation and high school football games, and soccer events, all of which occur on Friday evenings or on Saturdays during the day for the months of September, October and November of each calendar year. Ridgefield shall reasonably cooperate by providing Bonanno with a schedule each year of the events where parking will be required in those months as soon as same is available.

4. Enforcement: Should a problem arise regarding the parking arrangements or any other issue herein, each party agrees they shall notify the other party of the problem, and the parties agree to reasonably cooperate in enforcing the terms and conditions of this agreement. In addition, Bonanno may post signs in and around the parking lot to delineate the terms of this agreement.

5. Acknowledgment of Ownership: Bonanno acknowledges that Ridgefield is the owner of the street entitled Ray Avenue, and hereby waives any and all claims of ownership, or the right to utilize by way of easement or otherwise, on account of any claim including those of adverse possession or adverse user, as otherwise provided in this agreement.

6. Paving: Ridgefield and Bonanno agree that Bonanno will pave that portion of Ray Avenue that abuts its property and the adjacent parking lots and will do so according to law, and according to standards of high workmanship. Bonanno shall seek and pay for any and all permits and approvals that may be required under law.

7. Notices: Notices under this agreement shall be given in writing and sent as follows:

TO BONANNO:

The Bonanno Real Estate Group II, LP
107 West Tryon Avenue
Teaneck, New Jersey 07666
Attention: Thomas P. Bonanno III

TO RIDGEFIELD:

Linda Prina, Borough Clerk
Borough of Ridgefield
604 Broad Avenue
Ridgefield, New Jersey 07657

8. **Termination:** Either party may terminate this agreement by giving the other party 90 days written notice prior to an anniversary date of this agreement (being either June 30 or December 31 of any given year). Upon the giving of such notice, this agreement shall then terminate upon the passing of the anniversary date to which the 90 day notice is referenced.

10. **Hold Harmless:** Bonanno shall indemnify and hold harmless Ridgefield for any claims which may arise from, through or out of, directly or indirectly, the utilization of Ray Avenue by Bonanno, its tenants, successors and assigns pursuant to this agreement.

11. **Entire Agreement:** This is the entire agreement by and between the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of July, 2011.

BOROUGH OF RIDGEFIELD

By: _____
Mayor Anthony Suarez

Attest:

Linda Prina, Borough Clerk

THE BONNANO REAL ESTATE
GROUP II, LP

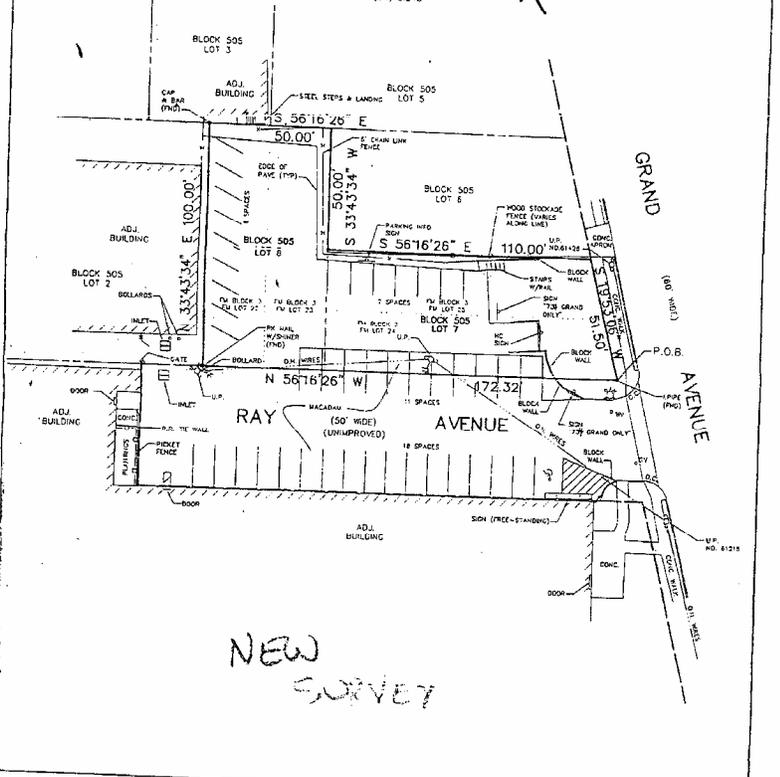
By: _____
Thomas P. Bonanno III

Attest:

EXHIBIT A

SURVEY NOTES & REFERENCES

- 1). OFFSETS SHOWN HEREON ARE NOT TO BE USED AS A BASIS FOR THE CONSTRUCTION OF FENCES OR ANY OTHER PERMANENT STRUCTURES, AND ARE NOT TO BE USED TO ESTABLISH BOUNDARY LINES.
- 2). ONLY COPIES FROM THE ORIGINAL TRACING OF THIS MAP, MARKED WITH THE EMPRESSED SEAL OF THE LICENSED LAND SURVEYOR SHALL BE CONSIDERED TRUE AND VALID COPIES.
- 3). SUBJECT TO SUCH FACTS OF RECORD AS AN ACCURATE TITLE SEARCH MIGHT DISCLOSE.
- 4). MAP ENTITLED, "MAP OF MORSEHIRE, IN THE BOROUGH OF RIDGEFIELD AND PAUMCOTS PARK, BERGEN COUNTY, NEW JERSEY," AND FILED IN THE BERGEN COUNTY CLERK'S OFFICE ON APRIL 21, 1903 AS MAP NUMBER 038.
- 5). MAP ENTITLED, "LOCATION SURVEY, FOR RIDGEFIELD BOARD OF EDUCATION BLOCK 505, LOT 2, RIDGEFIELD, BERGEN COUNTY, NEW JERSEY," AS PREPARED BY LAPATKA ASSOCIATES, INC., PARAMUS, NEW JERSEY, LAST REVISED 08/05/02.
- 6). AREA OF LOTS 7 & 8 IN BLOCK 505 AS SHOWN: 10,809 SQUARE FEET (OR) 0.248 ACRES MORE OR LESS.



NEW SURVEY

DATE		REVISION	
LOCATION SURVEY			
FOR			
BONANNO REAL ESTATE GROUP II			
BLOCK 505, LOTS 7 & 8			
RIDGEFIELD		NEW JERSEY	
LAPATKA ASSOCIATES, INC.			
12 ROUTE 17 NORTH, SUITE 230			
PARAMUS, N.J. 07652			
(201) 267-1600			
(SEE OP. SHEET) 2162771-1160			
ENGINEERS - LANDSCAPE ARCHITECTS - SURVEYORS			
DATE	DWT.	SCALE	DATE
C-P.L.	1 OF 1	1" = 30'	9-7-10
			PROJ.
			10-156

[Signature]
JEFFREY H. KLEINE
 PROFESSIONAL LAND SURVEYOR L.S. 35848

X

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 253-2011

WHEREAS, Joseph Squillace, et al. has filed a tax appeal challenging assessments at 687 Edgewater Avenue, Block 2003, Lot 11 for 2010;

WHEREAS, the original assessment in issue is Seven Hundred Sixty Eight Thousand Three Hundred (768,300) Dollars;

WHEREAS, the parties have exchanged discovery and appraisal reports and have entered into settlement discussions ad proposed settlement;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that it does hereby authorize and approve a proposed settlement as follows:

1. adjusted assessment for 2010 at Six Hundred Fifty Thousand (650,000) Dollars
2. that the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;
3. that the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
4. that the within settlement is subject to review and approval thereof by the taxpayer

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 254-2011

WHEREAS, North Fork Bank Facilities has filed a tax appeal challenging assessments at 375 Broad Avenue, Block 3805, Lot 8 for 2008, 2009, 2010, 2011;

WHEREAS, the original assessment in issue is One Million, Six Hundred Twenty two Thousand, Eight Hundred Dollars (\$1,622,800) for 2008;

WHEREAS, the original assessment in issue is One Million, Six Hundred Twenty two Thousand, Eight Hundred Dollars (\$1,622,800) for 2009;

WHEREAS, the original assessment in issue is One Million, Four Hundred Thousand Dollars (\$1,400,000) for 2010;

WHEREAS, the original assessment in issue is One Million, Four Hundred Thousand Dollars (\$1,400,000) for 2011;

WHEREAS, the parties have exchanged discovery and appraisal reports and have entered into settlement discussions ad proposed settlement;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that it does hereby authorize and approve a proposed settlement as follows:

1. adjusted assessment for 2008 at One Million, Four Hundred (1,400,000) Dollars
2. adjusted assessment for 2009 at One Million, Three Hundred (1,300,000) Dollars
3. adjusted assessment for 2010 at One Million, Two Hundred (1,200,000) Dollars
4. adjusted assessment for 2011 at One Million, Two Hundred (1,200,000) Dollars
5. that the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;
6. that the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
7. that the within settlement is subject to review and approval thereof by the taxpayer

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 255-2011

WHEREAS, N.J.S.A. 54:4-67 permits the Mayor and Council of each municipality to fix the rate of interest to be charged for the nonpayment of taxes on or before the date when they would become delinquent; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield set forth said interest rate by Resolution 46-2011 at their January 6, 2011 meeting; and

WHEREAS, the Borough of Ridgefield was unable to mail its 3rd Quarter 2011 property tax bills on or before June 14th as required by N.J.S.A. 54:4-66 due to the failure on the part of the State of New Jersey to certify state aid funding in a timely manner to permit the Bergen County Board of Taxation to certify the 2011 municipal tax rate and apportionment of taxes; and

WHEREAS, this delay will result in the late mailing of the 3rd Quarter 2011 tax bills to Borough property owners;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that the interest rate for the nonpayment of 3rd Quarter 2011 property taxes shall be fixed at zero (0%) percent until September 9, 2011.

BE IT FURTHER RESOLVED, that if payment of the 3rd Quarter 2011 property tax is not made on or before September 9, 2011, the time period set forth above, then the interest rate for nonpayment of the 3rd Quarter 2011 property tax shall revert back to the original interest rate established in Resolution 46-2011 and shall be charged from the statutory payment date for 3rd Quarter property taxes of August 1, 2011.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 256-2011

WHEREAS, the Borough of Ridgefield, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the Borough of Ridgefield has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Borough of Ridgefield intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to current State contracts:

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Ridgefield authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that the governing body of the Borough of Ridgefield pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Financial Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the Borough of Ridgefield and the Referenced State Contract Vendors shall be from July 1, 2011 to December 31, 2011.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

State Contract Vendors TY 2011

Our Vendor	Name	T Number	Contract	Goods
8243	AAA Emer Supply	T 0790	76357/65/70	Fire Equip/Clothing
	Air Purifiers, Inc.	T 2405		65808 Ventilation Equipment
10158	AutoZone Northeast	M 0065		71188 Auto Parts
10460	Atlantic Tactical of NJ	T0106		73994 Body Armor
9863	Atlas Flasher	T 0075		72583 Fire Hose
26	Beyer Brothers	T 2085		73697 Truck Repair Parts
	Campbell Freightliners	T 2085		73706 Truck Repair Parts
58	Campbell Foundry	T 0148		71626 Catch Basin/Manhole
2853	CDW- Government	M0483		75583 Laptops
512	Cliffside Body	T 2085		73781 Truck Repair Parts
10389	Cherry Valley Tractor	T 2558		69872 Brush Chippers
	Clean Air Company	T 2405		65809 Ventilation Equipment
7039	Dell Computer	M0001/0483	70256/72727	Computers/Software
7039	Dell Computer	M 0003		72727 Software
10808	DFFLM FlemingFord	T 2101		74202 Class 3 Pickup Truck
9317	Eagle Point Gun	T-106A		75931 Ammo
10159	Ford Nat Auto/Sansone	T 2297		71077 Vehicles
9499	Gen-EI Safety & Indu	T-0790		76371 Face Masks
9047	George Kline Sales	T-0790	76359/71050	Fire Equipment
352	Goodyear Tire Service	T 0123		71688 Tires/Goodyear
10485	GovDeals, Inc.	T 2581		70967 Auctions/on line
4022	Granger, W.W.	M 0002		72605 Industrial Material
9769	Guardline Safety	T 0075		72607 Fire Hose
9769	Guardline Safety	T 0790		71052 Fire Clothing/Equip
71687	Hudson Tire Exchang	T 0123		71687 Tires/firestone
9102	Lexis Nexis	T 1616		68459 Investigative/WebAccess
9872	Lifesavers, Inc.	T 2358		62423 defibulators
9612	Marturano Recreation	T 0103		59052 Playground Equip
9790	Motorola/Quality Com	T 0109		53804 Radio Equip
10415	Moore Wallace	T 1881		55230 Printing
7774	MPH Industries	T 106A		75951 Radar Guns
4049	Munidex	LFN08-16		81215 Software support
252	Office Business Syst	T 0201		81193 Office Supplies
1980	Pitney Bowes, Inc.	T 0200		75237 Post Meter Lease
8759	Rubberecycle	T 0103		59079 Playground Surface
4054	Stan's Sport Center,	T 0118		66832 Sports Equipment
10655	Staples Advantage	M0052		74337 Office Supplies
10487	Sanitation Equipment	T 2085		73777 Truck Repair Parts
136	Stateline Fire	T 0790		76357
2325	T.M. Fitzgerald	T 0322		72330 Recycling Containers
8377	Winner Ford	T 0098		70462 Police Veh

County Contract Vendors

2905	International Salt	#10-55	Road Salt
7983	V.E. Ralph & Son, Inc	#10-82	Medical Supplies
10852	Nestle Waters	#09-16	Bottled Water
257	Garden State HwyPro	#10-369	Traffic Paint
	Universal Uniform	#11-22	Police Tactical Uniforms

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 257-2011

WHEREAS, there is a need for a ground water investigation regarding Willis Park; and

WHEREAS, the Borough has asked its engineer to solicit proposals to do the necessary work; and

WHEREAS, three proposals were solicited and reviewed; and

WHEREAS, the Borough wishes to award a contract to AccuTech Environmental Services, Inc. to perform such work; and

WHEREAS, the proposal calls for a contract amount below the bid threshold;

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

1. The Mayor and Council hereby awards the contract to AccuTech Environmental Services, Inc. to perform ground water investigation regarding Willis Park for a sum projected to be \$16,600 as per a contract, a copy of which is attached hereto.
2. The Mayor and Borough Clerk be and hereby are authorized and directed to execute the attached contract with AccuTech Environmental Services, Inc., subject to submission and review of the proper pay to play forms.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				



ccuTech Environmental Services, Inc.
 CONSULTANTS • PROJECT MANAGERS

43 WEST FRONT STREET - REAR SUITE, KEYPORT NJ 07735 • PHONE 732-739-6444 • FAX 732-739-0451

June 21, 2011

Brian A. Conroy, PE
 Borough of Ridgfield
 604 Broad Avenue
 Ridgfield, New Jersey 07657

VIA ELECTRONIC MAIL

RE: Willis Park – Groundwater Investigation Request for Proposal
 Borough of Ridgfield
 Ridgfield, New Jersey

Dear Mr. Conroy:

AccuTech Environmental Services, Inc. is pleased to provide the Borough of Ridgfield with this proposal to complete the groundwater investigation in accordance with the Willis Park – Groundwater Investigation Request for Proposal (RFP). It is our understanding that the NJDEP issued a “soils only” No Further Action dated November 22, 2010 and that the only remaining item is to investigate groundwater as per the RFP. The RFP specifies the following tasks:

- Task 1: Preparation of a Site Specific Health and Safety Plan (HASP);
- Task 2: Monitor Well Installation;
- Task 3: Surveying of wells;
- Task 4: Well Assessment and Groundwater Investigation; and
- Task 5: Preparation of Remedial Investigation Report.

The following provides a summary of the costs associated with each of the Tasks outlined above. The details of each task were provided in the RFP and our costs reflect the details associated with each task.

Task #:	Details:	Cost(s):
1:	Preparation of a HASP; and retention of LSRP forms	\$950.00
2:	Installation of two (2) 2-inch PVC monitor wells; including oversight, permitting and recordkeeping; this price includes development and rehab of existing wells identified onsite	\$8,123.75
3:	Surveying of two (2) newly installed wells and additional wells that may be identified onsite	\$1,350.00
4:	Well Assessment and Groundwater Investigation; including appropriate blanks and duplicate sample for QA/QC purposes	\$3,216.25
5:	Preparation of Remedial Investigation Report; including figures, site history and evaluation of results with appropriate recommendations	\$3,060.00
	Total:	\$16,600.00

The above costs reflect collection of one (1) round of sampling from the newly installed wells and two previously installed monitor wells. The Remedial Investigation Report will document the work completed as per the aforementioned tasks and make appropriate recommendations based upon the results. It should be noted that two (2) consecutive rounds of “clean” results will most

likely be necessary to secure issuance of a Response Action Outcome. However, should results identify exceedances of the Ground Water Quality Standards; appropriate recommendations will be made to the Borough of Ridgefield.

Your attention to this matter is greatly appreciated and AccuTech appreciates the opportunity to work with the Borough on this matter. Should the Borough require references, AccuTech will gladly supply them upon request. In addition, AccuTech will supply all appropriate insurances and copies of licenses per the RFP. If you have any questions, please do not hesitate to contact me at (732) 739-6444.

Very truly yours,
AccuTech Environmental Services, Inc.

A handwritten signature in black ink, appearing to read "N. Bret Fischer". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

N. Bret Fischer, P.G., L.S.R.P.
President

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Mayor Suarez

RESOLUTION NO. 258-2011

WHEREAS, impaired drivers on our nation's roads kill someone every 30 minutes, 50 people per day, and almost 18,000 people each year; and

WHEREAS, 25% of motor vehicle fatalities in New Jersey are alcohol-related; and

WHEREAS, an enforcement crackdown is planned to combat impaired driving; and

WHEREAS, the summer season and Labor Day holiday in particular are traditionally times of social gatherings which include alcohol; and

WHEREAS, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the Over the Limit Under Arrest 2011 Statewide Crackdown; and

WHEREAS, the project will involve increased impaired driving enforcement from August 19 through September 5, 2011; and

WHEREAS, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

NOW, THEREFORE, BE IT RESOLVED that the Borough of Ridgefield declares its support for the Over the Limit Under Arrest 2011 Statewide Crackdown from August 19 through September 5, 2011 and pledges to increase awareness of the dangers of drinking and driving.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Acosta

RESOLUTION NO. 259-2011

WHEREAS, a Special Ruling to Permit Renewal of Inactive Liquor License was applied for by Pang Pang; and

WHEREAS, the Division of Alcoholic Beverage Control has granted said Permit for the 2011-2012 License Terms pursuant to N.J.S.A. 33.1-12.39

NOW, THEREFORE, BE IT RESOLVED that Plenary Retail Consumption License No. 0249-33-008-007 be issued to Pang Pang, pursuant to an Act of Legislature of the State of New Jersey, entitled "AN ACT CONCERNING ALCOHOLIC BEVERAGES" passed December 6, 1953 and amendments thereto, and the Borough Ordinance 498 entitled, "AN ORDINANCE CONCERNING ALCOHOLIC BEVERAGES" adopted July 2, 1946, and amendments thereto. Said license to expire June 30, 2012.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Castelli

RESOLUTION NO. 260-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough Clerk be and is hereby authorized and directed to advertise for:

“BIDS FOR HVAC SYSTEM REPAIRS AT THE RIDGEFIELD PUBLIC LIBRARY”

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Castelli

RESOLUTION NO. 261-2011

WHEREAS, Jenne Associates, LLC has submitted Proposal #R11028 for the Library HVAC system repairs as outlined in his proposal dated August 3, 2011 attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield authorizes said proposal submitted by Jenne Associates, LLC; and

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified the availability of funds for said proposal from Ordinance No. 2059.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk



JENNE ASSOCIATES, LLC
Consulting Engineers and Land Surveyors

August 3, 2011

Russell Castelli, Council President
Borough of Ridgefield
604 Broad Avenue
Ridgefield, NJ 07033

Re: Library HVAC System Repairs
Proposal #P11028

Dear Council President Castelli:

Jenne Associates, LLC (JENNE) is pleased to submit this proposal to provide Professional Services to you (CLIENT) for the above referenced project.

Project Summary – The HVAC system at the new Library Building constructed between Morse and Abbott Avenues between 2003 and 2005 has not functioned properly since the library was turned over to Borough. Lack of proper heat and air conditioning forced the library to be closed on 10 separate occasions between November 2005 and May 2007. Partial corrective measures were taken and there have been no shutdowns since May 2007 however the library is still experiencing uneven heating and cooling. As the system has been operating for six years, the library is also experiencing periodic equipment failures.

The Mayor and Council authorized JENNE at the September 27, 2011 Mayor and Council Meeting (Resolution 279-2010) to undertake an investigation into the operations issues, submit a report summarizing our analysis and findings, develop a specific scope of work for corrective measures and prepare bid specifications for undertaking the required work. Our report dated June 17, 2011 was submitted and reviewed with you, Councilman Acosta and Nick Gambardella. Our estimated cost for the required construction work was \$32,000 plus an additional \$19,000 allowance for anticipated, but unknown work items.

One of the work items required for proper system operation was to have a “manufacturer start-up” of the “Venmar” heat recovery unit (which had never been done as part of the original construction and is currently not operating). During preparation of our report, we obtained a quote from McQuay for startup of the heat recovery unit (Venmar is a Canadian company who does not provide services directly in the USA). Without the unit operating, we were not able to fully evaluate its functioning and therefore potential repairs after start-up were included in our \$19,000 cost allowance.

To verify the estimated construction costs, JENNE reached out to HVAC contractors for quotes. While preparing those quotes, we were informed that McQuay no longer provides service for the Venmar unit (apparently they have experienced numerous issues with them). We therefore recommend that the heat recovery unit be removed and replaced with duct work and an exhaust fan to provide the exhaust/make-up air function which was also provided by the heat recovery unit for the following reasons:

- The full scope of repairs to the heat recovery unit are not yet know as the system did not have a manufacturer’s startup and is not operating,
- The heat recovery unit appears to have added an unnecessary complication to the original system design, as evidenced by the fact that actuators in the original design located in the duct work between the heat recovery unit and the air handling units were removed after operation was started.

1362 Crim Road
Bridgewater, NJ 08807
Telephone: (908) 698-2890
Fax: (908) 926-2359

Council President Castelli
Proposal – Library HVAC System Repairs
August 3, 2011
Page 2 of 2

As design services were not included in Resolution 279-2010, we propose to prepare the design and preparation of plans and bid specifications for replacement of the heat recovery unit with duct work and an exhaust fan for an additional fee of.....\$2, 900.00

The above design fee includes preparing a bid specification for annual maintenance to include those items which can not be performed more cost effectively by Borough DPW staff and set a fixed labor service rate and maximum material markup for emergency services.

We also propose to provide bidding and construction phase administrative services for12% of the construction cost

Our preliminary estimate for the construction costs is \$51,000.

We anticipate having the bid package reading for advertising by 8/15/11 and anticipate bids being received to enable contract award at the 9/26/11 Mayor and Council meeting.

Thank you for the opportunity to continue to provide services to the Borough on this project.

If you have any questions or require further information, please do not hesitate to contact me.

Very truly yours,



Carl A. Jenne, PE
President

CAJ:cj [P11028.Proposal.LT.080311.Doc]

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Mayor Suarez

RESOLUTION NO. 262-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that WILLIAM CODY ASSOCIATES, INC. be retained to prepare the ADA compliance plan for Pool Complex as required by the State of New Jersey; and

BE IT FURTHER RESOLVED that William Cody Associates, Inc. will provide the Borough of Ridgefield with said plan at a cost not to exceed \$450.00; and

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified the availability of funds from the Mayor and Council Other Expense Line item of the SFY2011 Budget.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 263-2011

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

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

WHEREAS, a duly constituted evaluation committee recommended that Ledesma, Diaz,
Lopez & Noris, PC be awarded the professional services contract to serve as the Rent Leveling
Attorney for calendar year 2011; and

WHEREAS, Ledesma, Diaz, Lopez & Noris, PC was previously appointed Rent Leveling
Attorney to the Borough of Ridgefield for calendar year 2011; and

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

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

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

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

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

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

5. 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				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
RENT LEVELING ATTORNEY

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

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ledesma, Diaz, Lopez & Noris, PC as RENT LEVELING ATTORNEY for calendar year 2011; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the RENT LEVELING ATTORNEY to serve as Borough RENT LEVELING Attorney for calendar year 2011, or until his/her successor qualifies. The RENT LEVELING ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The RENT LEVELING ATTORNEY shall perform all appropriate services on an as needed basis for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the RENT LEVELING ATTORNEY and all matters which by law and/or tradition should be referred to and handled by the RENT LEVELING ATTORNEY.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay the RENT LEVELING ATTORNEY for services rendered pursuant to this agreement the sum of \$85.00 per hour and \$125.00 per meeting. The RENT LEVELING ATTORNEY shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

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

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Prina,
Acting Borough Clerk

LEDESMA, DIAZ, LOPEZ & NORIS, PC

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 264-2011

WHEREAS, the Borough of Ridgefield has previously determined that it is in the best interests of the taxpayers of the Borough of Ridgefield to conduct a reassessment of property values within the Borough; and

WHEREAS, the firm Appraisal Systems Inc. is qualified to perform such a reassessment; and

WHEREAS, the firm Appraisal Systems, Inc. recently conducted a revaluation of real property values in the Borough of Ridgefield; and

WHEREAS, as a result of conducting the revaluation Appraisal Systems, Inc. has access to data relative to the real property in the Borough; and

WHEREAS, this contract qualifies as a professional services agreement which may be awarded without competitive bidding; and

WHEREAS, in view of the prior experience of Appraisal Systems, Inc. the contract should be awarded to that firm;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough of Ridgefield hereby agrees to engage Appraisal Systems, Inc., having an office at 266 Harristown Road, Suite 302, Glen Rock, New Jersey to conduct a Borough-wide reassessment of real property values at a cost of \$85,000.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be, and hereby are, authorized and directed to execute the attached contract subject to certification of the availability of funds and further certification of compliance with applicable pay to play legislation and approval of the Director of the Division of Taxation of the State of New Jersey.

BE IT FURTHER RESOLVED that the contract is awarded without competitive bidding in accordance with the provision of New Jersey Public Contract Law.

BE IT FURTHER RESOLVED that the Borough Clerk is authorized and directed in the official newspaper the notice of this resolution pursuant to law.

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a copy of this resolution to the Borough Tax Assessor, to Appraisal Systems, Inc. and to the Director of the Division of Taxation of the State of New Jersey.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

Joseph Luppino,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 265-2011

BE IT RESOLVED, that warrants totaling \$4,506,809.89
be drawn on the following accounts:

CURRENT	\$4,279,062.60
TRUST	\$110,208.13
CAPITAL	\$30,942.82
POOL	\$63,953.03
DOG LICENSE	\$154.20
UNEMPLOYMENT FUND	\$22,489.11
TOTAL	\$4,506,809.89

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk