

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: December 14, 2009

Open Public Meetings Statement by
Mayor Suarez

Work Session: 5:30 P.M. C.T.O.:
Adjourn:

- Discussion on CSO Third Party Billing

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

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

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

Pledge of Allegiance

Invocation: Reverend Janet Blair,
Zion Lutheran Church

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-WORK SESSION

	PRESENT	ABSENT
Mayor Suarez		
Lonzisero		
Todd		
Vincentz		
Severino		
Castelli		
Acosta		

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Lonzisero		
Todd		
Vincentz		
Severino		
Castelli		
Acosta		

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Suarez		
Lonzisero		
Todd		
Vincentz		
Severino		
Castelli		
Acosta		

PROPOSED CONSENT AGENDA:

	Motion:	Second:
418-2009	Councilman Todd	Adopting Fire Hydrants of Grand Ridge Estates
419-2009	Councilman Vincentz	Authorize Sale of Borough Property-Block 907, Lot 3.2
420-2009	Councilman Vincentz	Authorizing Signing of Lost Bond Affidavit for the Release of the Performance Bond of 1&9 Ridgefield Corp.
421-2009	Councilman Todd	Authorize Contract with Sutphen Corp.
422-2009	Councilman Todd	Authorize License/Right of Entry Agreement with

423-2009	Councilman Vincentz	Property Owners for Tree Planting Appoint PAIC Fund Commissioner and Alternate Fund Commissioner
424-2009	Councilman Vincentz	Overpayment of Taxes-Block 3302, Lot 19
425-2009	Councilman Vincentz	Stipulation of Settlement-Block 4014, Lot 14, Qualifier HM
426-2009	Councilman Vincentz	Overpayment of Taxes-Block 1304, Lot 13
427-2009	Councilman Vincentz	Adopt Emergency Purchasing Procedure
428-2009	Councilman Vincentz	Authorize Emergency Repair of Fire Engine

COUNCIL VOTE

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

RESOLUTIONS:

429-2009 Councilman Vincentz Warrants

COMMENTS BY MAYOR:

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 December 14, 2009

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
Lonziserio				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
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 December 14, 2009

Presented by Councilman Todd

RESOLUTION NO. 418-2009

WHEREAS, on or around October 26, 1998, the Borough entered into an Developer's Agreement ("Agreement") with Moreng Realty Co. for the construction of the property known as Grand Ridge Estates (the "Development"); and

WHEREAS, the Agreement makes no reference to the dedication or adoption of the fire hydrants within the Development; and

WHEREAS, municipalities in New Jersey are required by law to provide basic services to all residents who pay property taxes within the Borough; and

WHEREAS, the Development has been paying the standby charges for the fire hydrants since its existence; and

WHEREAS, the Governing Body now desires to adopt the fire hydrants located in the Development to put them with all other hydrants in the Borough going forward;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the fire hydrants located in Grand Ridge Estates are hereby adopted by the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 419-2009

WHEREAS, the Borough of Ridgefield owns certain property located at 750 Slocum Avenue, Ridgefield, New Jersey and known on the Borough tax map as Block 907, Lot 3.2 (the "Property"); and

WHEREAS, the Property is less than the minimum size required for development pursuant to the Borough zoning ordinance; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13(b)(5), such Property may be offered for sale to the contiguous property owners for "not less than fair market value"; and

WHEREAS, the Governing Body previously authorized McNerney & Associates to issue an appraisal for the Property to determine the fair market value; and

WHEREAS, the appraisal report, which will be made available for inspection at Borough Hall, lists the fair market value as \$22,000.00, making it the minimum price for the sale of the Property; and

WHEREAS, the Property will be offered for sale to the contiguous property owners for a period of 20 days in accordance with N.J.S.A. 40A:12-13(b) and will be sold to the highest bidder; and

WHEREAS, notice of this sale, including the list of property to be sold and the minimum price for sale, will be posted in on a bulletin board in the Community Center and advertised in a newspaper circulating in the municipality within five days following the enactment of the ordinance;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, that the Governing Body hereby authorizes the sale of the Property to the contiguous property owners for a minimum of \$22,000.00.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina, Acting Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 420-2009

WHEREAS, in accordance with N.J.S.A. 40:55D-53, the Borough of Ridgefield received a request for the release of Borough held Performance Guarantees in the form of a Performance Bond and Cash amount for the development known as 1 Remson Place, Block 3501, Lot 1, Ridgefield, New Jersey, such Performance Guarantees being posted by 1 & 9 Ridgefield Corporation (“Developer”); and

WHEREAS, at the November 9, 2009 regular meeting of the Mayor and Council, the Governing Body authorized the release of the performance bond; and

WHEREAS, in the event that the Borough is unable to locate the performance bond a Lost Bond Affidavit (“Affidavit”) may be accepted in its place; and

WHEREAS, the Developer has provided the Governing Body with the Affidavit for signature;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough Administrator is hereby authorized to execute the attached Lost Bond Affidavit so that the performance bond may be released to the Developer.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Todd

RESOLUTION NO. 421-2009

WHEREAS, the Borough of Ridgefield requires a new fire truck for use by the Ridgefield Fire Department (the "Truck"); and

WHEREAS, the Governing Body did publish a Request for Proposals ("RFP") for the Truck; and

WHEREAS, the Borough Clerk opened such bids on October 28, 2009; and

WHEREAS, the lowest bidder, Sutphen Corp. provided a bid package that is in order and meets all of the mandatory permissive statutory requirements; and

WHEREAS, the Governing Body is now desirous to enter into a contract for the described Truck; and

WHEREAS, the funds necessary for the Truck will become available on or around December 17, 2009;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and Borough Administrator are hereby authorized to execute the attached contract for a 2009 Fire Truck after the necessary funds become available on or around December 17, 2009.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

**AGREEMENT BY AND BETWEEN
BOROUGH OF RIDGEFIELD
AND
SUTPHEN CORPORATION**

THIS AGREEMENT (hereinafter referred to as "Agreement") entered into December , 2009, between the **BOROUGH OF RIDGEFIELD**, with its principal offices located at 604 Broad Avenue, Ridgefield, New Jersey (hereinafter referred to as "Borough"), and **SUTPHEN CORPORATION**, with offices located at 7000 Columbus – Marysville Road, Amlin, Ohio (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Mayor and Council of the Borough are desirous of contracting for a the purchase of a new fire truck; and

WHEREAS, pursuant to resolution and in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Borough solicited bids for the purchase of a new fire truck; and

WHEREAS, on October 28, 2009, one (1) bid package was received in response to the Borough's public solicitation for bids for the purchase of a new fire truck; and

WHEREAS, the Contractor submitted a bid in the following amount for the vehicle:

2009 Fire Truck - Pumper	\$767,505.90; and
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WHEREAS, the Borough has determined that the bid submitted by the Contractor is in compliance with the requirements of the bid specifications and that the Contractor constitutes the lowest responsible and complying bidder for a the purchase of a new fire truck; and

WHEREAS, the Borough has reviewed its available funds and has determined that sufficient funds are available for a the purchase of a new fire truck; and

WHEREAS, the Borough has determined that the award of this contract is necessary for its efficient operations;

WHEREAS, the Borough has accepted the Contractor's Proposal and awarded a contract to the Contractor pursuant to law, by resolution dated November 9, 2009; and

WHEREAS, the Mayor and Council of the Borough are desirous of contracting for the purchase of the new fire truck; and

WHEREAS, the Borough and the Contractor wish to execute this Agreement in order to memorialize the services to be rendered and the compensation to be paid thereof; and

WHEREAS, the Mayor and Council have determined that the award of this contract is necessary for its efficient operations;

NOW THEREFORE, that for and in consideration of the foregoing an the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Borough and the Contractor, the parties hereby agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall provide the new fire truck in accordance with the Bid Documents, which include the Request for Bids, Technical Specifications, Contract Items, the Advertisement, Notice to Prospective Bidders, and General Conditions, Contractor's Proposal, this Agreement and all addenda thereto and modifications thereof incorporated in the said Bid Documents before execution of this Agreement, which Bid Documents are identified by the signatures of the parties hereto and become hereby a part of this Agreement as if set forth herein at length.

2. **TIME OF PERFORMANCE.** It is understood and agreed by and between the parties, hereto, that the provision of the new fire truck and this Agreement shall be for a period commencing as of the date of execution of the Agreement and until all conditions of the Bid Documents and Specifications, and the Contractor's Proposal are met.

3. **PAYMENT.**

a) In payment for the services specified in the Bid Documents and upon acceptance by the Borough of the new fire truck, unless otherwise specified in the Bid Documents, the Borough agrees to pay the Contractor the fixed sum of Seven Hundred Sixty Seven Thousand Five Hundred and Five Dollars and Ninety Cents (\$767,505.90).

b) The payment referred to above shall be made within sixty (60) days after receipt of the Contractor's invoice and the new fire truck documents, setting forth the information on the new fire truck purchased and the amount due for same and the Borough's acceptance of the new fire truck. The payment referred to above shall not include any interest or late charges imposed by the Contractor or paid by the Borough on any payments.

4. **DELIVERY.**

a) Contractor agrees to deliver only the new fire truck covered by Section 1, Scope of Services, in accordance with the provisions of the Bid Documents and its Proposal, as such terms are defined herein.

b) Where a review of the new fire truck indicates that a vehicle other than that covered by this Agreement has been provided, the Borough shall take such steps as are reasonably necessary to have the fire truck returned or the Contractor shall take remove such non-complying vehicle regardless of the time lapsed between the date of the provision of the vehicle and discovery of the violation. Contractor shall be required to pay for all costs for the return and replacement of the vehicle.

c) Contractor expressly agrees that, upon delivery of the vehicle, should the fire truck fail to operate as specified in accordance with the requirements of the Bid Documents and Specifications, including the Contractor's Proposal, that it shall immediately return all funds

paid to it by the Borough pursuant to Paragraph 3 (b) hereof, and shall remove all vehicle from the premises in the Borough. Contractor hereby guarantees full satisfaction by the Borough with the fire truck and, should the Borough express any reservations with the operation of the fire truck, then Contractor shall agree to comply with the guarantees and promises in this Paragraph.

5. **INDEMNIFICATION.** Contractor agrees to indemnify and hold the Borough, its officials, officers, agents, servants, representatives, and employees, harmless from and defend the Borough against any claim, liability, cost or expense of every kind and nature arising from or in connection with the Contractor's provision of a new fire truck pursuant to this Agreement, the failure by Contractor to perform such obligations, any action or failure to act or negligence by the Contractor with respect to the project to which this Agreement is applicable or in connection with any allegation of any of the foregoing including, but not limited to, claims made by the Contractor's employees, suppliers and sub-contractors. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including but not limited to expenses and fees in connection with the engagement or utilization of any fact or expert witnesses as well as reasonable attorney's fees. When requested by the Borough, the Contractor agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees in the event any or all of same are named as a defendant or defendants in any action relating to the activities or obligations of the Contractor arising under this Agreement.

6. **WARRANTIES.** The Contractor expressly represents and warrants:

a) That it is financially solvent and that it is experienced and competent to provide the new fire truck, and if applicable, to furnish the appropriate documentation as required in accordance with the provisions of the Bid Documents, as such term is defined herein.

b) That it is familiar with all federal, state, county, and municipal laws, ordinances and regulations that may in any way affect the work or those employed therein, including, but not limited to, any special acts relating to the provision of the vehicle of which it is a part;

c) That it has complied with all the requirements concerning bonding insurance contained in the Bid Documents, and will supply evidence of such insurance and copies of such bonds, acceptable to the Borough in its reasonable discretion, prior to providing the new fire truck.

7. **INSPECTION.** The Borough has the right at all times prior to acceptance to inspect or otherwise evaluate the new fire truck to ensure compliance with the requirements of the Bid Documents. If an inspection or evaluation is to be made by the Borough, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the Borough's representatives in the performance of their duties. Except as otherwise provided in the Bid Documents, the Borough, its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Contractor's work during such observations, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, codes or orders.

8. **AFFIRMATIVE ACTION PLAN.** During the performance of this Agreement, the Contractor agrees as follows:

a) The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation the Contractor will take affirmative action to ensure such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.

b) The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

c) The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

e) The Contractor and its subcontractors shall furnish such reports or other documents to the affirmative action office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to N.J.A.C. 17:27.

f) The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time.

g) The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

h) The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

i) The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

j) All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L.1975, c.127), one of the following three documents:

i) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

ii) A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or

iii) An initial employee information report consisting of forms provided by the affirmative action office and completed by the Contractor in accordance with N.J.A.C. 17:27-4.

k) The parties to this Agreement do hereby agree that the provisions of *N.J.S.A. 10:2-1* through *10:2-4*, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

9. **AMERICAN GOODS.** The Contractor, pursuant to N.J.S.A. 40A:11-18, agrees to supply only goods manufactured and farm products of the United States where possible and wherever available, to be used in the performance of this Agreement.

10. **BONDS.** The Contractor, simultaneously with the execution hereof, shall give a Bond in the amount of one hundred (100%) percent of the Agreement price, in a form approved by the Borough Attorney for the faithful performance of all provisions of the Agreement.

11. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms and conditions of this Agreement, the Contractor is an independent

contractor and not an officer, employee or agent of the Borough. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the Borough.

12. **LIQUIDATED DAMAGES.** The Contractor, pursuant to N.J.S.A. 40A:11-19, agrees that if the Borough declared the Contractor in default in whole or in any part, such declaration of default shall not relieve or affect the liability of the Contractor and its surety for breach of any of the covenants and conditions of this Agreement. In the event that the unsatisfactory or defective conditions or breaches are not remedied and corrected to the satisfaction of the Borough within five (5) days from the service of the written default notice, the Borough will thereupon have the right to have the work or services completed or corrected by the surety, or to contract for the completion or correction of the work or services, or to complete or correct the work or services itself, charging the expenses so incurred and any resulting damages to the Contractor.

The Parties recognize that time is of the essence in providing the fire truck required under this Agreement. In the event the Contractor fails to execute or perform the Work within the specified time period, the Contractor shall be liable to the Borough in the sum of Five Hundred (\$500.00) Dollars per day, for each and every calendar day that said vehicle remains undelivered. The aforementioned liquidated damages shall be in addition to other consequential losses or damages that the Borough may incur by reason of such delay.

Without limitation of its remedies and reserving the right to maintain an action to recover damages arising from any default, the Borough may deduct any corrective expenses from the payments due or to become due the Contractor, and if the expense exceeds the unpaid Agreement balance, the Contractor shall remain liable for the additional costs.

12. **PENALTY CLAUSE.** In the event the provision of the fire truck is delayed, the Borough may terminate the Agreement in whole or in part. In that event, the Contractor shall be liable for Five Hundred (\$500.00) Dollars per day, and, liquidated damages until the time the Borough may reasonably obtain the performance in similar services.

Except for defaults of the Contractor at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond and without the default or negligence of the Contractor. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

When the contracted services were obtainable from other sources in sufficient time for the Contractor to meet the required completion schedule, at no additional cost to the Borough, the Contractor shall only be liable for any excess cost for failure to perform.

13. **ASSIGNMENT.** This Agreement shall not be assigned or assignable, either by action of Contractor or by law.

14. **ARBITRATION.** The Parties agree to be bound by the terms of the Arbitration and Waiver Addendum. A copy of said Addendum is annexed as Appendix A.

Any and all disputes arising out of this Agreement shall be submitted to process of resolution pursuant to alternative dispute resolution practices such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication as referenced in Appendix A. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto.

Notwithstanding the foregoing, nothing contained herein shall prevent the Borough from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

It is the intent and purpose of this paragraph that this Agreement be interpreted pursuant to the provisions of N.J.S.A. 40A:11-50.

15. **GOVERNING LAW.** All controversies, disputes or questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. The parties consent to the filing of an action in, and hereby submit to the jurisdiction of, the State courts located in the State of New Jersey, County of Bergen, and further agree that such Courts shall be exclusive courts of jurisdiction and venue for any litigation arising under this agreement.

16. **MERGER CLAUSE.** The Bid Documents, the Proposal, this Agreement and Addendum contain the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

17. **AMENDMENTS.** This Agreement may be amended by the mutual consent of both Parties. Any amendment must be in writing and must be executed. A copy shall be attached to this Agreement.

18. **SAVINGS CLAUSE.**

a) It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

b) Except otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

19. **WAIVER.** Modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing, and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by both parties.

IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested to by its Borough Clerk and its municipal seal to be hereunto affixed, pursuant to the Resolution of the Borough Council passed for that purpose, and the Contractor has likewise signed and sealed this Agreement on the day and year first written above.

ATTEST:

BOROUGH OF RIDGEFIELD

By: _____
Gary Bonacci
Borough Administrator

By: _____
Anthony Suarez, Mayor

ATTEST:

SUTPHEN CORPORATION

By: _____

By: _____
, President

APPENDIX A

FINAL AND BINDING ARBITRATION AGREEMENT AND WAIVER OF SPECIFIED LEGAL RIGHTS

READ THIS AGREEMENT VERY CAREFULLY

THIS FINAL AND BINDING ARBITRATION AGREEMENT AND WAIVER OF SPECIFIED LEGAL RIGHTS ("AGREEMENT") BETWEEN SUTPHEN CORPORATION (HEREINAFTER "YOU," "WE," "US" OR "OUR") AND THE BOROUGH OF RIDGEFIELD (HEREINAFTER "CLIENT") REQUIRES YOU TO GIVE UP AND WAIVE CERTAIN IMPORTANT AND SPECIFIED LEGAL RIGHTS THAT YOU MAY HAVE. THIS AGREEMENT ALSO REQUIRES YOU TO ARBITRATE CERTAIN KINDS OF LEGAL CLAIMS YOU MAY HAVE. READ THIS AGREEMENT VERY CAREFULLY. YOU MAY WISH TO CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. IF SO, TAKE A COPY OF THIS AGREEMENT WITH YOU.

YOU HAVE THIRTY (30) DAYS FROM DECEMBER 17, 2009 TO CONSENT TO, SIGN AND RETURN THIS AGREEMENT TO THE MAYOR AND COUNCIL OF THE BOROUGH OF RIDGEFIELD. AFTER YOU HAVE SIGNED THIS AGREEMENT YOU MAY STILL REVOKE YOUR CONSENT, FOR UP TO 7 DAYS, BY DELIVERING TO THE MAYOR'S OFFICE AT THE BOROUGH OF RIDGEFIELD AT 604 BROAD AVENUE, RIDGEFIELD, NEW JERSEY A SIGNED AND DATED LETTER OF REVOCATION. HOWEVER, YOU WILL NOT BE OFFERED

CONSULTING SERVICES OR CONTINUED CONTRACT IF YOU DO NOT CONSENT TO, SIGN, AND RETURN THIS AGREEMENT TO THE OFFICE DESIGNATED ABOVE BY 5:00 P.M. ON JANUARY 18, 2010. YOU WILL ALSO NOT BE OFFERED A CONTRACT OR CONTINUED CONTRACT IF YOU REVOKE YOUR CONSENT TO THIS AGREEMENT.

1) **"At-Will" Nature of Our Services:**

a) We, Sutphen Corporation ("we," "us" or "our"), hereby acknowledge that our recruitment, hiring and continued services by the Client is "at-will," that we serve solely at the pleasure of the Client, and that our hire, continued services and terms and conditions of such services are solely controlled by the Client, except as may be limited by applicable law;

b) We further acknowledge and agree that this Agreement does not alter the "at-will" nature of our prospective or continuing auction services by the Client and does not give us tenure or job security or property rights or any other right that we do not presently possess.

2) **Consideration We Received For Consenting To and Signing This Agreement:**

a) We acknowledge and agree that we have received fair and adequate consideration for our consenting to and signing of this Agreement based upon the possible savings in expense and time that we may receive if we arbitrate a claim covered by this Agreement in a binding arbitration proceeding, as opposed to litigating our claim in a court of law or equity or administrative agency.

3) **This Agreement Covers All and Any Disputes Arising in Connection with our Consulting services:**

a) We understand and agree that any dispute, right, claim, or controversy (hereinafter collectively, "Claim") that we or our heirs, successors or assigns have or may have or which we may assert, now and at any time during or after our consulting services with the Client, which Claim arises from or in connection with our consulting services or the termination of our consulting services with the Client, including but not limited to the Claims listed in Paragraph #7 of this Agreement, shall be submitted to final and binding arbitration in accordance with the provisions of the Agreement;

b) We understand and agree that the Client will pay the costs of the arbitration proceeding, but that we will have to pay our own attorney, expert or representative's fee and any other fees and costs that we may incur in arbitrating our Claim.

4) **Legal Rights We are Waiving by Consenting To and Signing This Agreement:**

a) We understand and agree that by signing this Agreement and consenting to binding arbitration of our current or future Claims (as defined in Paragraphs #4 and #7 hereof) that we are giving up and waiving important legal rights that we may have. **We understand and agree that the important legal rights which we are waiving and giving up include, but are not limited to:**

- (i) **the right to trial of our Claim in a court of law or equity or in an administrative agency;**
- (ii) **the right to trial of our Claim by a judge or jury of our peers; and**
- (iii) **the right to have the trial of our Claim governed by the rules of evidence, discovery and procedure that apply in a court or in administrative agency;**

b) We also understand and agree that this Agreement does not give us or the Client any new rights or liabilities that we did not have before, except the right to arbitrate Claims covered by this Agreement according to its terms and conditions.

5) **Agency to Select Arbitrator and Establish Rules Governing the Arbitration:**

a) We agree that we will submit any demand for binding arbitration that we may have for any Claim covered by the Agreement to the American Arbitration Association (“AAA”) pursuant to AAA's Employee Dispute Resolution Rules. We understand and agree that the Client may also demand final and binding arbitration regarding any claim that has or may arise between us and that is covered by the terms of this Agreement. In the event that the AAA declines to appoint an arbitrator for the purposes of this Agreement, then we will apply to the New Jersey State Board of Mediation (“NJSBM”) to appoint an arbitrator. AAA or the NJSBM will appoint an arbitrator according to its then applying regulations and procedures, from its list of grievance arbitrators. The arbitration proceeding will be governed by and conducted in accordance with the appointing agency's then applicable Rules;

b) We understand and agree that the Rules of Procedure, Discovery and Evidence governing proceedings in courts of law or in administrative proceedings will not be applicable in any arbitration proceeding conducted pursuant to this Agreement. We further understand and agree that issues regarding rules of procedure, discovery and evidence will be controlled and decided by the arbitrator who will apply the appointing agency's applicable rules and regulations. However, the designated arbitrator will also be required to apply all laws and rules governing privilege(s) and prosecutorial/grand jury confidentiality and secrecy, to the same extent and manner as they would be applied in a lawsuit in the Superior Court of New Jersey;

c) We understand and agree that the designated arbitrator shall be required to issue a signed and dated written decision and award. The decision and award shall apply and be consistent with the requirements and provisions of all applicable laws (including but not limited to the law and statutes set forth in Paragraph #7 hereof), applicable judicial decisions and the Public Policy of the State of New Jersey.

6) **Judicial Review, Intervention and Enforcement:**

a) We understand and agree that in the event either we or the Client seeks judicial intervention, review or enforcement of any demand for arbitration, proceeding, order or award, conducted or issued pursuant to this Agreement, we or the Client shall make his/her/its application to the Superior Court of New Jersey, Bergen County. Judicial review of any arbitration award issued pursuant to the Agreement shall be, to the same extent, manner and scope as the then applicable review that the Superior Court applies to a New Jersey private sector grievance arbitration award.

7) **The List of the Claims We Agree to Arbitrate, Instead of Going to a Court or Administrative Agency:**

(a) We understand and agree that this Agreement binds us to arbitrate all our covered Claims (as "Claims" are defined in this Agreement) against the Client, and all current and former employees, agents, representatives, attorneys and others acting for or on behalf of the Client, except for claims excluded from arbitration by Paragraph #8 of this Agreement.

(b) **We understand and agree that the Claims covered by the Agreement include, but are not limited to:**

- (i) Claims as defined in Paragraph #4 of the Agreement;
- (ii) claims for wages or other compensation; claims for breach of express or implied contract; estoppel, fraud; misrepresentation which may be brought in any court of law, equity or administrative agency;
- (iii) claims for defamation, liability in tort and claims of any kind which may be brought in any court of law, equity or administrative agency;
- (iv) claims alleging unlawful and wrongful discrimination, harassment, or retaliation which may be brought in any court of law, equity or administrative agency;
- (v) claims alleging wrongful termination or other adverse employment action of any kind, which may be brought in any court of law or equity or administrative agency;

- (vi) claims arising under the Constitution of the United States, as amended, and the Constitution of the State of New Jersey, as amended, which may be brought in any court of law, equity or administrative agency;
- (vii) claims arising under the following statutes and any other statutes, regulations, ordinances or common law regarding or affecting employee or derivative claims involving discrimination, harassment, or retaliation, as same are now constituted and as they may be later enacted, amended or supplemented in the future which may be brought in any court of law, equity or administrative agency, including but not limited to:
 - (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a - 2000h-6.
 - (b) The Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 – 634.
 - (c) The Older Worker's Benefit Protection Act, See P.L. 101 - 433.
 - (d) The Rehabilitation Act of 1973, 29 U.S.C. §§ 701 - 796 l.
 - (e) The American with Disabilities Act of 1990, 42 U.S.C. §§ 12101 – 12213.
 - (f) The Employment Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 – 1461.
 - (g) The U.S. Fair Labor Standards Act, 29 U.S.C. §§ 201 – 219.
 - (h) The U.S. Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 – 2654.
 - (i) The New Jersey Family Leave Act, N.J.S.A. 34:11B-1 to - 16.
 - (j) The New Jersey Law against Discrimination, N.J.S.A. 10:5-1 to -12.2.
 - (k) The New Jersey Conscientious Employee Protection Act (CEPA), N.J.S.A. 34:19-1 to -8
 - (l) Claims for employee benefits including health care benefits or pension benefits.
 - (m) N.J.S.A. 11A:2-24 claims (if applicable).
 - (n) and any future amendments to the above-listed statutes and any other Claims, known or unknown, alleging any violation of any federal, state or other governmental law, common law, statute, regulation, or ordinance, (as same may be later enacted or amended from time to time) relating to employment related torts and equitable claims, employment discrimination, retaliation or harassment,

employee benefits and the termination of employment, except claims expressly excluded from arbitration under the Agreement as set forth below in Paragraph #8 of this Agreement.

8) **Claims Excluded From Arbitration:**

Any claims for Worker's Compensation, unemployment compensation, temporary disability benefit claims seeking injunctive and/or equitable relief from any alleged unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information and any other claim which may not lawfully be subject to arbitration are not covered by this Agreement, and are not subject to arbitration under this Agreement. Either party is free to seek and obtain such relief as may be appropriate from a court or administrative agency of competent jurisdiction for claims not covered by this Agreement.

9) **Time Limits on Filing a Demand to Arbitrate a Claim; Method of Filing a Demand for Arbitration; and Waive and Release of Claim(s) if not Timely Filed:**

a) **We understand that we are required to demand arbitration of a Claim within the same time limitations we would have, according to law, if we were to file that same Claim in a court of law or in an administrative agency;**

b) **A demand for arbitration must be in a signed and dated writing filed with the Borough of Ridgefield at 604 Broad Avenue, Ridgefield, New Jersey 07657 and with the American Arbitration Association at 950 Warren Avenue, East Providence, Rhode Island 02914 Attention: Employment. It is strongly recommended that a demand for arbitration be filed by United States Certified Mail, Return Receipt Requested;**

c) **We further understand that if we do not file a timely demand for arbitration of our Claim(s), that we automatically waive, release and give-up the right to arbitrate (or litigate) our Claims(s) in every and any forum, court, arbitration hearing and administrative agency.**

10) **Governing Law and Venue:**

This Agreement shall be governed by the applicable United States and New Jersey laws and any dispute concerning it, or to enforce it, shall only be brought in the Superior Court of New Jersey, of Bergen County, New Jersey or the Federal District Court in Newark, New Jersey.

11) **Amendment of the Agreement by a Court:**

Should any United States or New Jersey court of competent jurisdiction finally determine, after exhaustion of all appeals, that any provision(s) of this Agreement is invalid, then the invalid provision or provisions so affected shall be automatically conformed to the law by the

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Todd

RESOLUTION NO. 422-2009

WHEREAS, the Governing Body acknowledges the importance of planting trees within the Borough; and

WHEREAS, the Environmental Commission has advised that many more trees may be planted in the Borough if additional space is provided by the property owner beyond the Borough right-of-way to allow such planting; and

WHEREAS, the Governing Body has determined that many residents would be receptive to entering an agreement with the Borough to allow additional space on their property for the planting of trees; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, that the Governing Body hereby authorizes a License/Right of Entry Agreement with property owners to allow for the planting of additional shade trees beyond the Borough right-of-way.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD

BERGEN COUNTY, NEW JERSEY

ENVIRONMENTAL COMMISSION
604 BROAD AVENUE
RIDGEFIELD, NJ 07657



KAREN RIEDE, CHAIRPERSON
201-943-5215 EXT. 353
FAX 201-943-1112

Dear Resident:

The objective of this five (5) foot planting license/right of entry (the "License") is to be able to plant a tree on the resident's property next to the existing Borough right of way. This is necessary when the tree does not properly fit within the Borough right of way and/or the property owner desires a tree.

This License will be for the sole purpose of the Borough's planting and maintaining new shade trees for a period of two (2) years. The License will expire two (2) years after planting and the tree(s) will become yours (the property owner) for your continued use and enjoyment, subject to the usual ordinances regarding property maintenance.

This planting License in no way will limit you from using your property, and will add a positive aesthetic quality to the neighborhood.

The signing of this License is completely voluntary. By signing this License, you acknowledge that you understand the terms contained herein and agree to provide for this tree. Please ask whatever questions you may have about this License, prior to affixing your signature below. If you agree to the 5 ft. planting License, please sign below and return to us.

For additional information contact the Environmental Commission at the above stated number.

Complete and return to: Ridgefield Environmental Commission
604 Broad Avenue
Ridgefield, NJ 07657

FIVE (5) FOOT PLANTING LICENSE/RIGHT OF ENTRY AUTHORIZATION

Location (Address): _____

Block & Lot: _____

Property Owner's Name: _____

Property Owner's Signature: _____ **Date:** _____

FOR BOROUGH OFFICE USE ONLY

Accepted by the Borough: _____ **Date:** _____

Date Tree Planted: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 423-2009

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that it hereby appoints GARY BONACCI as the Fund Commissioner and ERIK LENANDER as the Alternate Fund Commissioner to the Public Alliance Coverage Fund.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 424-2009

WHEREAS, an overpayment of taxes in the Borough of Ridgefield was received for the first quarter 2002 taxes on Block 3302 Lot 19, further known as 741 Hamilton Avenue;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a refund in the amount of \$814.33 for the first quarter 2002 be issued to Jill A. Pantaleo;

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and he is hereby authorized to issue a check in the total amount of \$814.33 made payable to Jill A. Pantaleo and mailed to 741 Hamilton Avenue, Ridgefield New Jersey 07657.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 425-2009

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 4014 Lot 14 Qualifier HM, also known as 175 Railroad Avenue for the years 2007 and 2008;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that 175 Railroad Ave Realty Associates be issued a refund in the amount of \$6,233.50 for the year 2007 and \$14,239.05 for the year 2008.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$20,472.55 made payable to 175 Railroad Ave Realty Associates and forwarded to John R. Lloyd, Esq. c/o Nowell, Amoroso, Klein & Bierman, PA, 155 Polifly Road, Hackensack NJ 07601.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 426-2009

WHEREAS, an overpayment of taxes in the Borough of Ridgefield was received for the third quarter 2009 taxes on Block 1304 Lot 13, further known as 483 Columbia Avenue;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a refund in the amount of \$1,339.35 for the third quarter 2009 be issued to Raymond and Karen M. Barkley;

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and he is hereby authorized to issue a check in the total amount of \$1,339.35 made payable to GMAC Mortgage and mailed to Attn: Tax Refunds, 1 First American Way, Westlake Texas, 75262.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 427-2009

WHEREAS, section N.J.S.A.40A:11-6 of the Local Public Contracts Law permits local contracting units to use emergency purchasing procedures, and pursuant to corresponding Local Public Contracts Law rules adopted by the State's Division of Local Government Services on December 4, 2000, the governing body of each contracting unit shall adopt rules to ensure that there are written procedures for determining and confirming the existence of an emergency; and

WHEREAS, according to N.J.A.C. 5:34-6.1(b) such rules or regulations shall include such provisions that ensure that if initially designated individuals are not available, there is a clear chain of command to ensure that there are always appropriate individuals to make such decisions; and

WHEREAS, when an emergency arises requiring certain purchases to be made pursuant to emergency purchasing procedures, the Borough of Ridgefield has determined that the following procedures shall apply:

NOW, THEREFORE, BE IT RESOLVED, by the Borough of Ridgefield, County of Bergen that the following is adopted as the emergency purchasing policy for the Borough of Ridgefield.

A. POLICY GOVERNING EMERGENCY PURCHASING PROCEDURES

1. Contracts, including purchase orders, shall be entered into, and funds committed or expended for an emergency pursuant to N.J.S.A.40A:11-6 and corresponding Rules N.J.A.C. 5:34-6.1, subject to the following requirements:
 - a. An actual or imminent emergency must exist requiring the immediate delivery of the goods or the performance of the service(s);
 - b. The emergency must directly affect the public health, safety, or welfare, and requires the immediate delivery of goods or the performance of service(s);
 - c. Emergency purchasing shall not be used for administrative convenience or for failure to plan. Sound business practices shall be used when an emergency purchase must be made;
 - d. The emergency purchasing procedure may not be used unless the need for the goods or the performance of the service(s) could not have been reasonably foreseen or the needs for such goods or service(s) has arisen notwithstanding a

good faith effort on the part of the Borough of Ridgefield to plan for the purchase of any required goods or service(s);

- e. The contract shall be of such limited duration as to meet only the immediate needs of the emergency declared;
- f. Under no circumstances shall the emergency purchasing procedure be used to enter into a multi-year contract;
- g. Any emergency condition(s) in which the estimated cost is in excess of twenty nine thousand dollars (\$29,000.00) shall be approved by the Mayor and Council.

B PROCEDURE FOR THE DECLARATION OF AN EMERGENCY

- 1. A department head, or in their absence his/her designee, as soon as reasonably possible shall notify the Borough Administrator of the need for awarding of a contract or purchase order, the nature of the emergency, the time of its occurrence and the need for invoking the emergency provisions of the law;
- 2. If the Borough Administrator is satisfied that an emergency exists, he/she shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs;
- 3. Within 48 hours of an emergency occurrence, the department head, or in their absence his/her designee, shall submit to the Borough Administrator a written report (Certification of Request for Emergency Purchases) providing the information referenced above;
- 4. In the Borough Administrator's absence, the chain of command for adherence to the requirements of 1, 2 and 3 shall be:
 - a. Chief Financial Officer
 - b. Chief of Police
 - c. Borough Clerk
 - d. Purchasing Agent
 - e. DPW Superintendent

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 428-2009

WHEREAS, an emergency has arisen requiring immediate repairs to the motor of Ridgefield Fire Department Engine Four which occurred during firefighting operations at a structure fire on Alexander Avenue on November 22, 2009; and

WHEREAS, expedient repairs to the above named fire apparatus in the amount of \$18,000.00 – \$20,000.00 are necessary to provide for the health safety and welfare of the Borough of Ridgefield; and

WHEREAS, the Chief Financial Officer and Purchasing Agent have certified that proper procedures have been utilized in the Request for Emergency Purchases and that funds will be available from the amended FY 2009/2010 Budget:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the emergency repair of Ridgefield Fire Department Engine Four in the amount not to exceed \$20,000.00 is and hereby approved.

BE IT FURTHER RESOLVED that the funds for this emergency repair will be available from the Repair to Municipal Vehicles; Fire, line item of the amended FY 2009/2010 Budget.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
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 December 14, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 429-2009

BE IT RESOLVED, that warrants totaling \$1,976,390.24
be drawn on the following accounts:

CURRENT	\$1,890,673.64
TRUST	\$20,069.85
CAPITAL	\$65,089.32
POOL	\$557.43
TOTAL	\$1,976,390.24

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk