

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: December 9, 2013

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:

ROLL CALL-PUBLIC SESSION

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

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
	Mayor Suarez	
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

As advertised, hearing will be held Ordinance No. 2243 entitled, “AN ORDINANCE AMENDING SECTION 293 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED PARKS”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

297-2013	Councilman Jimenez	Developers Agreement-Sisters of the Immaculate Heart of Mary at Marinae
298-2013	Councilman Acosta	Hire Community Center Attendant
299-2013	Councilman Jimenez	Governing Body Representative to Open Space Trust Fund Municipal Program Regional Subcommittee
300-2013	Councilman Acosta	Approve PBA Collective Bargaining Agreement
301-2013	Councilman Jimenez	Authorize Mayor Suarez Reimbursement for Document Reproduction Expenses
302-2013	Mayor Suarez	Request Traffic Study-Exit Ramp Route 46 and Grand Avenue
303-2013	Mayor Suarez	Community Center Repairs and Upgrades
304-2013	Councilman Jimenez	Exceed Bid Threshold-Park and Playground Equipment
305-2013	Councilman Jimenez	Fully Exempt Veteran Overpayment Refund
306-2013	Councilman Jimenez	Senior Deduction
307-2013	Councilman Jimenez	Tax Court Judgment-Block 404, Lot 17
308-2013	Councilman Jimenez	Tax Court Judgment-Block 2203, Lot 18
309-2013	Councilman Jimenez	Tax Court Judgment-Block 3901, Lot 2
310-2013	Councilman Jimenez	Film Permit Application

COUNCIL VOTE

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

RESOLUTIONS:

311-2013	Councilman Jimenez	Transfer of Appropriations
312-2013	Councilman Jimenez	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. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2243

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

“AN ORDINANCE AMENDING SECTION 293 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED PARKS”

introduced on the 25th day of November, 2013, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting November 25, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2243

“AN ORDINANCE AMENDING SECTION 293 OF THE CODE OF THE BOROUGH OF
RIDGEFIELD ENTITLED PARKS”

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

Section I.

Section 293-2 be and hereby is amended by designating the Community Center Field as a park.

Section II.

Section 293-4 be and hereby is deleted in its entirety and replaced with the following:

The use of recreational facilities shall be restricted to use by Borough residents unless prior permission is obtained from the Mayor and Council or the Borough's Parks and Recreation Department. The Borough may prescribe forms of application and determine reasonable conditions, e.g., insurance limits on activities, number of persons and duration, for use.

All fields are for Ridgefield residents only. All field usage requires a permit by groups of more than 10, except for Ridgefield Recreation and Ridgefield High School sponsored events. In order to obtain a permit the following criteria must be met:

- Adult rosters must consist of 75% Ridgefield residents
- Teams consisting of children under the age of 18 must consist of 50% Ridgefield residents
- Proof of residency is required (driver's license) for all people on the roster. People without or not of age to have a license may be asked to provide a utility bill. If the above information is falsified it may result in the revocation of the permit.

All groups obtaining a permit will be required to have insurance. Insurance guidelines will be set by the Borough's risk manager. All permits will also require individuals to sign a hold harmless agreement as well as an agreement to return the field to its original state; i.e., clean up all garbage, debris, etc. If the field is not properly cleaned, the permit may be revoked.

The following permit fee structure is hereby established for the use of fields:

Willis Field	\$100.00 per two (2) hour block
All other fields	\$50.00 per two (2) hour block

These fees do not include additional charges for Police coverage or DPW coverage if needed.

The Mayor and Council reserves the right to waive all fees.

The use of recreational facilities by Borough sponsored or organized residential activities shall be paramount, and the Parks and Recreation Department is authorized to restrict the use of recreational facilities by Borough residents in order to permit officially sponsored or organized activities.

Section III. Repealer.

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

Section IV. Severability.

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 297-2013

WHEREAS, the Planning Board of the Borough of Ridgefield has recently approved a development project at the premises known as Block 2205, Lot 6.02 commonly known as 551 Prospect Avenue, Ridgefield, New Jersey; and

WHEREAS, it is proper and prudent that the developer of the site, Sisters of the Immaculate Heart of Mary at Marinae, enter into a developer's agreement with the Borough as to the construction of that project; and

WHEREAS, the Planning Board Attorney has prepared such a developer's agreement; and

WHEREAS, it is in the best interests of the Borough that said developer's agreement be executed by both parties;

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

1. The Mayor and Borough Clerk be, and hereby are, authorized and directed to sign the attached developer's agreement with Sisters of the Immaculate Heart of Mary at Marinae.
2. Once executed by the Mayor and Borough Clerk, the Borough Clerk shall provide fully executed copies of the agreement to the Borough Attorney, to the Planning Board and to Sisters of the Immaculate Heart of Mary at Marinae.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013,
between:

THE BOROUGH OF RIDGEFIELD
a Municipal Corporation of the State of New Jersey,
having offices located at
604 Broad Avenue, Ridgefield, New Jersey, 07657;
(hereinafter referred to as the "Borough"),

and

SISTERS OF THE IMMACULATE HEART OF MARY AT MARINAE
having an office located at
551 Prospect Avenue
Ridgefield, New Jersey
(hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner and developer of certain property and has made application to the Planning Board of the Borough of Ridgefield, New Jersey, for a major subdivision with a variance as to proposed Lot 6.02 for not fronting on a public street and site plan approval with waivers from formal site plan requirements to subdivide an existing property into two lots with one lot containing the existing church and school and the other lot containing the convent on premises located at 551 Prospect Avenue, Lot 6.02, Block 2205 as depicted on the Tax Assessment Map of the Borough of Ridgefield; and

WHEREAS, the Planning Board of the Borough of Ridgefield on October 19, 2010 granted the Developer site plan approval together with a variance as to proposed Lot 6.02 and major subdivision approval to subdivide an existing property into two lots with one lot containing the existing church and school and the other lot containing the convent subject to the terms and conditions as more specifically set forth in the Resolution of the Planning Board of the Borough of Ridgefield which is attached hereto and incorporated herein; and

WHEREAS, as a result of said resolution adopted on October 19, 2010, it is necessary that a Developer's Agreement be

entered into as a condition of such Developer proceeding with the work which was the subject of said application; and

WHEREAS, it is mutually desired by the parties hereto that the premises described above shall be improved and developed in such a manner as will insure the protection of the surrounding and neighboring properties, as well as the public roadways in and about the proposed development to the end that said development shall result in a desirable development within the Borough of Ridgefield; and

WHEREAS, it is the purpose of this Agreement to set forth all of the terms and conditions which shall control such project and the work to be performed pursuant to same; and

NOW, THEREFORE, in consideration of these promises, mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

1. The Developer agrees that it will comply with all of the conditions set forth in the Resolution of the Planning Board of the Borough of Ridgefield, and any amendments thereto, as modified by this Agreement. Copy of said Resolution is annexed hereto as Exhibit "A" by reference, made a part hereof.

2. The Developer shall comply with all of the terms and conditions imposed and mandated by the Bergen County Planning Board, the Department of Transportation, if applicable, and any and all other Municipal, County, State or Federal bodies, agencies or authorities as may rightfully apply any such terms and conditions.

3. The Developer shall within a period of 24 months from the date of commencement of construction of the project, at its sole cost and expense, complete all of the improvements as set forth on certain site plan prepared by _____ dated March 23, 2010, referred to as Exhibit B. In the event that the developer requires additional time beyond the 24-month period provided herein, and it is not otherwise in default of the terms of this agreement, such time

period may be extended by the governing body for a period sufficient to permit the completion of construction.

The Developer will further comply with all the requirements set forth by the Borough Engineer. Should the Developer fail to complete improvements to the site within 24 months of the date of commencement of construction of the project, and good cause is not shown by the Developer why the time period should be extended by the Borough, then the Borough shall have the authority to complete any and all improvements as are reasonably necessary for the public health, safety and welfare without further notice to the Developer and to utilize bond funds. If good cause is shown as to why the premises have not been completed within 24 months, the Borough, at its sole discretion, may extend the time period for construction.

4. In addition, it is agreed by and between the parties to this Agreement that the within plan may be modified only with the consent of the appropriate board, and the Developer shall install such improvements as may be deemed reasonably necessary to effectuate the intent and purpose of the Ordinances of the Borough of Ridgefield, as determined by the Borough Engineer or such other agent of the Municipality acting within the scope of his or her authority, it being further agreed that the certification on said plans certifies that the design standards employed in such plans minimally meet the requirements of the Ordinances of the Borough of Ridgefield and such other codes and regulations as shall rightfully apply.

5. Upon the execution of this Agreement by the parties hereto, and prior to the issuance of a building permit, the Developer shall make the following deposits in cash or certified check with the Borough of Ridgefield:

a) the sum of \$16,250.00 to reimburse the Borough of Ridgefield for engineering and inspection fees expended on account of the review of the site development plan; however the applicant shall have the option of making quarterly payments provided the balance held in escrow is not less than ten (10%) of the total fee.

b) the sum of \$4,000.00 to reimburse the Borough of Ridgefield for legal fees expended on account of the review of the

site development plan and the preparation and review of this agreement.

The amount so deposited pursuant to Paragraph (a) above, which is to be used to reimburse the Borough for the expenses incurred by it with respect to the professional review and inspection of the within project is deposited in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. and is to be considered an estimate and shall be increased or decreased at the reasonable exercised discretion of the Borough Engineer from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement. In the event that there shall be any surplus after the work has been certified to have been completed in a good and workmanlike manner and after the acceptance thereof by the Borough Engineer, such surplus shall be promptly returned to the Developer.

The amount so deposited pursuant to Paragraph (b) above, is to be used to reimburse the Borough for the expenses incurred by it with respect to the drafting and revision of this agreement, the review of all documentation, and any other legal work as the Borough shall deem necessary. Said amount is deposited in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. and is to be considered an estimate and shall be increased or decreased at the reasonably exercised discretion of the Planning Board Attorney from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement.

6. The Developer and Borough agree that the Developer shall comply with the recommendations of the Borough Engineer.

7. In the event that any drainage easements are created or relocated, the appropriate deeds or amendments thereto shall be prepared by the Developer's attorney and submitted for approval by the Planning Board Attorney and Borough attorney.

8. The Developer shall obtain and keep in force during the life of the project, an insurance policy issued by a company licensed in the State of New Jersey and having a Best's rating of A or better. The insurance policy shall carry General Liability limits for Bodily Injury and Property Damage of not less than Three Million (\$3,000,000.00) Dollars per person, Three Million

(\$3,000,000.00) Dollars. Combined Single Limit or if written on a split limit basis, shall carry limits of Three Million (\$3,000,000.00) for Bodily Injury on an occurrence basis and Three Million (\$3,000,000.00) in the aggregate. Property Damage Liability shall be three Million (\$3,000,000.00). Said insurance contract shall provide for the liability of all sub-contractors and shall include a provision for Products/Completed Operations Liability with the same applicable limits. A Certificate of Insurance shall be issued to the Borough of Ridgefield and shall name the Borough of Ridgefield as additional insured. The Certificate of Insurance shall carry a thirty day cancellation notification clause. The Certificate of Insurance shall be forwarded to the Borough Clerk and Borough Risk Manager for review.

9. The Developer shall provide, or cause to be provided by its contractor, a performance bond issued by an insurance company approved by the New Jersey State Department of Insurance or letter of credit in the amount of **THIRTEEN THOUSAND FIVE HUNDRED FORTY-TWO and 00/100 (\$13,542.00) DOLLARS** as may be modified by the Borough Engineer, which represents 100 Percent (100%) of the cost of completion of all site improvements contemplated herein as estimated by the Borough Engineer. Said guarantee shall remain with the Borough until a Certificate of Occupancy is issued. Upon request by the Developer, the Borough shall grant a partial reduction in the amount of the performance guarantee commensurate with the portion of the site improvements completed by the Developer and approved by the Borough Engineer.

10. Upon completion of the improvements and prior to issuance of a Certificate of Occupancy, the Developer shall post a maintenance guarantee or letter of credit representing Five Percent (5%) of the cost of completion of all site improvements within the public right of way, or which shall be otherwise dedicated to or maintained by the Borough as estimated by the Borough Engineer in Exhibit C attached hereto. Said guarantee shall remain with the Borough for a period of two (2) years from the date a Certificate of Occupancy is issued. In the event that the amount on deposit or the amount realized from the bond posted with the Borough of Ridgefield is insufficient to complete maintenance or repair, the Borough of Ridgefield is authorized upon notice to the Developer, to assess the costs thereof against the property, which assessment shall constitute a lien thereon.

11. All performance and/or maintenance guarantees or letters of credit, including but not limited to, guarantees for monuments, improvements and landscaping shall be in a form approved by the Planning Board Attorney and/or Borough Attorney.

12. The Developer agrees that should it damage the pavement, curb, sidewalks, or any other real or personal property not wholly owned or leased by the Developer, that they shall be required to repair or replace same within twenty (20) days of notice by the Borough to the Developer at the address first set forth above, unless weather does not permit same or the Borough shall have the right to make the repairs and deduct the cost of same from the bond. It is further agreed that during the course of construction, the Developer shall sweep clean all the surrounding streets which may be cluttered with debris as a result of its construction on a regular basis. The Developer shall implement, with Borough approval and review, a regular schedule of street cleaning and sweeping in the area of the job site for the purpose of removing such debris. Additionally, the Developer shall install gravel strips at all driveways into the site for the purpose of cleaning vehicle tires upon egress from the site. The Developer shall take all precautions for the safety of pedestrians and vehicular traffic in the immediate area of the job site to protect the same from falling debris and to provide adequate and safe walkways as required by law if so designated by the Police Department or Construction Code Official for the protection of the general public during the course of construction.

13. The Developer agrees with the Borough to hold the said Borough harmless for any damage or liability that might arise due to the discharge of surface waters upon, or the alteration of lateral support from, the lands adjacent to the property being developed, caused by such development or the work required by this Agreement, and agree to assume any and all liability so caused for the discharge of waters upon, or the removal of lateral support from, the lands abutting the property being developed as shown on said plans hereinabove and hereinafter referred to, and further agree to alleviate any and all conditions so caused that may arise by reason of the discharge of water, soil or dirt upon said abutting properties or the removal of lateral support from said abutting properties. The Developer further agrees to grade the entire premises so as to avoid the collection of water or drainage causing gullies or erosion and the deposit of soil on abutting properties and to create and construct any and all retaining walls

necessary to maintain adequate lateral support to properties owned by surrounding property owners. Any plan to control the drainage, collection, direction or flow of surface or sub-surface waters, must be approved by Borough Engineer. Any plan to construct any system of lateral support including, but not limited to, retaining walls and beams shall be approved by the Borough Engineer prior to construction.

14. During and at the conclusion of the construction of improvements, the Developer shall clean all drainage facilities impacted by the project of silt and debris at Developer's sole cost and expense and restore the same to its design section and volume prior to the acceptance by the Borough Engineer.

15. The Developer shall furnish off-street parking for any and all tradesman, contractors or sub-contractors and employees thereof, or any individual or party whatsoever performing any work or labor upon the job site, including, but not limited to, any and all trucks or vehicles delivering materials or equipment to the site and shall do everything necessary to prevent the congestion of traffic in the area of the job site and to facilitate the progress of the same. There shall be no off-loading of materials or equipment on the public street.

16. No additional structures or buildings of any type shall be constructed on said premises without further approval of the appropriate Board of the Borough of Ridgefield, except those referred to in the plans presently on file with the Borough of Ridgefield.

17. Should it become necessary as a result of this development to enlarge or install any utility line such as water, gas, electric, telephone or sewer lines located in or upon the public streets, the Developer shall do so at its own cost and expense. The Developer shall obtain all necessary permits to open the street and install such improvements.

18. The Developer shall be limited to the hours between 8:00 AM and 6:00 PM on weekdays and 9:00 AM and 5:00 PM on Saturdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which

permit may be renewed for a period of three days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways during any other period of time and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within any other period of time upon application being made at the time the permit for the work is awarded or during the progress of the work.

19. The Developer further agrees to comply with additional recommendations by the appropriate Borough official concerning the proper police and fire protection for the construction site, including the hiring of special police officers as may be required during the course of construction to ensure the public safety.

20. Any and all sanitary and storm sewer facilities, on or off the site, including, but not limited to the installation of sewer and storm basins and hookups, and pump stations and equipment specified in the plans referenced herein, are to be constructed at the sole cost of the Developer shall be done only with the approval and review of the Borough Engineer and the relevant authorities of the County of Bergen and the Department of Environmental Protection. Said approval and review shall include, but not be limited to, the Developer obtaining a Department of Environmental Protection Treatment Works Approval, if required.

21. Upon the execution of this Agreement and the posting of the cash deposits as aforesaid, a building permit shall be issued to the Developer by the Construction Code Official of the Borough upon approval of the complete building plans, payment of all fees, proof of insurance, bonds and escrows and any other requirements set forth herein.

22. Improvements shown on the plans herein referred to shall be constructed in accordance with such plans and such applicable Ordinances of the Borough of Ridgefield.

23. Whether or not stated herein, the Developer shall perform all the work in a good and workmanlike manner and at all times comply with all laws and/or regulations of the Federal Government, the State of New Jersey and all Ordinances of the

Borough as well as such other reasonable requirements as may be imposed by the Borough Engineer.

24. Prior to the commencements of demolition, installation and construction of any of the improvements required by this Agreement, the Developer shall submit and have approved by the Borough Engineer, detailed plans of same. In no case shall demolition or construction work be commenced on any part of the development until such detailed plans have been submitted and approved. In the event that the Borough Engineer, in his opinion, reasonably requires further details to existing plans, the Developer shall furnish said details within a reasonable time of the request by the Borough Engineer.

25. The Borough contemplates and the Developer agrees to the inspection of all facilities to be constructed by the Developer by the appropriate Borough Code Officials. The Borough Engineer shall inspect the installation of improvements as set forth in the hereinabove cited plans as the same may now exist or shall be amended or revised in the future. The Developer shall notify the Borough Engineer at least forty-eight (48) hours prior to the commencement of demolition or construction of any such facilities. In the event of temporary suspension, the Engineer shall be notified of the renewed starting date thereof. Backfilling, after the laying of any drainage or sanitary sewer pipes, or other facilities in connection therewith, shall be absolutely forbidden except after inspection and approval by the Borough Engineer or his duly authorized representatives.

26. Prior to the final release of any security herein required by this Agreement, and prior to the issuance of a Certificate of Occupancy, the Developer shall submit "as built" plans prepared and certified by a licensed New Jersey professional land surveyor which plans shall be approved by the Borough Engineer, and the Borough Engineer shall certify to the Governing Body and to the Construction Code Official that all of the work required by this Agreement has been contemplated in a good and workmanlike manner and in compliance with local Ordinances and regulations.

27. Any and all aids to additional drainage, including on-site grading, contour landscaping, swales and retaining walls and/or piping that may be reasonably deemed necessary by the

Borough Engineer and/or the Borough Board of Health, shall be installed by the Developer, at its sole cost, where conditions may warrant, whether or not the present plans provide for the same, as a condition of the release of the Developer and the surety from the performance obligation, provided the present plans are approved by the Borough Engineer and provided the additional drainage is necessary to accomplish the intent and purpose of the applicable Ordinances of the Borough of Ridgefield.

28. Nothing herein contained shall be construed in any way to render the Borough of Ridgefield liable for any damages, costs or debts for material, labor or other expenses incurred in making the improvements, but this Agreement shall be construed only as permission of said Developer so as to make improvements upon the compliance with the terms thereof.

29. Until the completion of improvements to the site and of this Agreement and the acceptance thereof by the Borough, the Developer shall be and remain liable for any and all damage occasioned by any neglect, wrongdoing, omission or commission, by any person, corporation or partnership arising from the making of said improvements and shall save, indemnify and hold harmless the Borough from any and all actions at law or in equity, charges, liens, debts or encumbrances which may arise therefrom or thereby.

30. Upon the completion of all of the work on site and prior to the issuance of a Certificate of Occupancy, the Developer shall fill and grade pursuant to the plans referenced herein and to the satisfaction of the Borough Engineer, all excavations as exist on the site and which were created at any time whatsoever. In the event that the final fill and grade is not to the satisfaction of the Borough Engineer, or is not performed by the Developer, the Borough may turn to the funds deposited under the performance guarantee or letter of credit as set forth above for the completion of the grading and filling of all such site excavation.

31. The parties hereto agree that a memorandum of this Agreement may be placed on record in the Office of the County Clerk of the County of Bergen and shall fully cooperate in the execution of all appropriate documents to effectuate same. All recording fees shall be paid by the Developer. In the event said memorandum is recorded it shall be released upon the issuance of a Final Certificate of Occupancy. However, such memorandum shall

specifically state that this Agreement and any liens or charges created hereunder against the property, or any portion thereof, shall be subject and subordinate to any construction or permanent mortgage now or hereafter to be placed on said property to the extent that said mortgage funds are used for the actual construction of site improvements on the property, including engineering, architectural, legal and land acquisition, and all other costs related thereto.

32. The parties hereto agree that the terms and conditions of this Agreement shall be binding upon them, their heirs, successors and assigns, until such time as all work required hereto has been performed in a good and workmanlike manner and has been so certified to the Borough by the Borough Engineer. Wherever used herein, the term "Developer" shall mean and include the Developer named above, its successors, assignees and/or designees.

33. The parties hereto mutually agree to perform and undertake any necessary action and execute and deliver any and all documents which may now or in the future become necessary in order to effectuate the intent and purpose of this Agreement.

34. It is agreed by the Developer that this Agreement shall not be transferred or assigned to any other third parties without the prior consent of the Borough.

35. Nothing herein contained shall be construed as preventing the Borough from exercising in any court of law or elsewhere any right or duties which it may have by statute, ordinance, or other law. Nothing herein contained shall be deemed a waiver by any party or any ordinance or state statute or other law, or be construed as an abridgement, preemption or waiver of the powers of any Borough Board, Agency or Public Body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer vis-a-vis any such public body.

36. Nothing herein contained shall be construed to render the Borough or any of its officers, board members, or employees liable for any charges, cost, or debts for material, labor or other expenses incurred in the making of the improvements.

37. In no case shall a Certificate of Occupancy be issued if a material breach or default in this Agreement has occurred and has not been cured. Without limitation upon any other remedy provided herein or by law, the Mayor and Council of the Borough of Ridgefield (hereinafter the "Mayor and Council") may order that no, or no further, building permits or certificates of occupancy shall be issued until any material breach or default in this Agreement is cured.

38. Upon a default by the Developer under the terms and/or conditions of this Agreement, the Borough shall provide the Developer with fourteen (14) days written notice within which period of time the Developer shall be required to comply with all the terms of this Agreement and appropriate ordinances and rules and regulations of the Borough and its agencies. Notwithstanding the foregoing sentence, if the default is of a nature that it cannot, with the exercise of reasonable diligence, be cured within said 14 day period, then said 14 day period shall be extended to a period of time as agreed by the parties to enable the Developer to cure the default with the exercise of reasonable diligence. At the expiration of the period to cure where the Developer has failed to perform in accordance with this Agreement and in accordance with all applicable Borough ordinances and rules and regulations of the Borough and its agencies, the Borough, without further notice to the Developer, may utilize the deposited performance guarantees for the full, complete and adequate performance of this Agreement in compliance with all Borough ordinances and rules and regulations of the Borough and its agencies. In addition, the Borough may bring an action on the Performance Guaranty; expend the cash guarantee funds; bring an action for specific performance; or seek to effect completion on the basis of any other remedy available to the Borough.

39. If, before the completion of the work, the Developer abandons the job, files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent or suffers any type of receivership, insolvency, bankruptcy, or other similar proceeding to be filed against it, or ceased work for a period of ten (10) consecutive days without notice to or the permission of the Borough Engineer and fails to resume work within ten (10) days after receipt of notice by certified mail, return receipt at the address stated in this Agreement, then it shall be the duty of the surety immediately to undertake the completion of the work at the expense of the Developer and its surety, or to pay to the Borough

the cost of completion of the work as a local improvement pursuant to the provisions of N.J.S.A. 40:56 et seq.

40. The Developer shall complete all terms and conditions of this Agreement as specified herein. In the event that the Developer cannot complete same due to a force majeure, the time for contemplation of this Agreement shall be extended for a period equal to the duration of the said force majeure.

41. This Agreement may only be modified or amended by a written instrument signed by all parties hereto and duly approved according to law.

42. Each of the provisions set forth herein shall have the same force and effect as if set forth at length as conditions of the granting of site plan approval.

43. The provisions of this Agreement are severable; if any one provision be determined unenforceable, this shall have no effect on the balance of the provisions hereof which shall remain in full force and effect.

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

WITNESS:

SISTERS OF THE IMMACULATE
HEART OF MARY AT MARINAE

ATTEST:

BOROUGH OF RIDGEFIELD

Borough Clerk

Anthony Suarez, Mayor

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Acosta

RESOLUTION NO. 298-2013

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

KELLY KOWATCH

be hired as a Community Center Attendant at the hourly rate of \$10.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 299-2013

WHEREAS, The Borough of Ridgefield has entered into a Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act NJSA40A:8A-1 et seq. to participate in the Bergen County Open Space, Recreation, Farmland and historic Preservation Trust Fund; and

WHEREAS, said Agreement requires that one municipal representative be appointed by the governing body of the community to be part of the Open Space Trust Fund Municipal Park Improvement Program Regional Subcommittee for the term coinciding with the 2013 funding year of September 1, 2013 through August 31, 2014:

NOW, THEREFORE, BE IT RESOLVED, that the governing body hereby appoints Erik Lenander as its representative to participate as a member of the Open Space Trust Fund Municipal Program Regional Subcommittee and Russell Castelli as its alternate representative.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Acosta

RESOLUTION NO. 300-2013

WHEREAS, the Borough of Ridgefield (“Borough”) and the Ridgefield PBA Local No. 330 (“PBA”) have been engaged in negotiations for a successor contract to the one that will expire on December 31, 2013; and

WHEREAS, the parties have reached a settlement with respect to those negotiations, the terms and conditions of which have been set forth in the Memorandum of Agreement, dated November 19, 2013, a copy of which is on file in the Borough Clerk’s office, and in the new agreement between the Borough and the PBA for the years 2014-2016 (the “CBA”), which is also on file in the Borough Clerk’s office.

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

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Memorandum of Agreement, dated November 19, 2013, is authorized and approved.
3. The CBA is authorized and approved.
4. This Resolution shall be effective immediately.
5. Any resolution or parts of any resolutions inconsistent with the provisions of this Resolution are hereby repealed.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

I hereby certify that the Mayor and Council duly adopted the foregoing Resolution on December __, 2013.

MEMO OF AGREEMENT

The Borough of Ridgefield and Ridgefield PBA Local #330 agree to the following terms, subject to ratification, for a new contract

1. Except as modified herein the terms of the prior contract (01-01-09-12-31-13) shall continue.

2. The term of the new contract shall be 01-01-14 - 12-31-16.

3. The following across the board wage increases shall be applied to the salary guide:

Eff. 01-01-14	1%
" 01-01-15	1 1/2%
" 01-01-16	2%

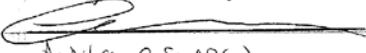
4. The first six month ^{new hire} rate effective 01-01-14 shall be \$40,000.00. The second six month rate effective 01-01-14 shall be \$45,000.00. Effective for new hires after 01-01-14 there shall be one additional pay step on a patrolmen's salary guide.

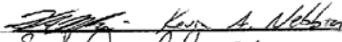
5. The employer shall have the right to provide prescription coverage through the State Health Benefits prescription plan.

6. Both negotiating committees agreed to urge ratification.

Borough of Ridgefield

PBA Local 330


Anthony E. Slape


Kevin A. Nathan

MAYOR, RIDGEFIELD

Ben [unclear]

141

November 19, 2013

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 301-2013

WHEREAS, the Borough of Ridgefield previously settled a claim involving the legal fees involving the legal fees incurred by Mayor Anthony Suarez in his successful defense of certain charges emanating from his duties as Mayor of the Borough; and

WHEREAS, the settlement to be paid by the Borough did not include one minor out of pocket expense incurred by the Mayor in connection with that successful defense; and

WHEREAS, the Borough believes it is its obligation to reimbursement the Mayor for all expenses incurred;

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

1. Payment to the Mayor in the amount of \$230.05 on account of an expense for document reproduction as evidenced by the attached receipt be and hereby is approved.
2. The check shall be issued and made payable Anthony R. Suarez in the amount of \$230.05.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

Document Technologies, Inc.

Credit Card Authorization Form

Date: 3/19/10 Location: Newark
Account Name: Critchley Kinum + Vazquez
Invoice(s)#: 517911 Amount: \$230.05

*This transaction, once approved, is payment for services rendered by Document Technologies, Inc.
The services listed on the invoice(s) named above have been received in satisfactory condition as were ordered.
Accepted and approved by the Cardholder.*

Name as shown on Credit Card: ANTHONY R. SUAREZ

Street Address (billing): 734 Oak St.

City, State, Zip: Ridgefield, NJ 07657

Card Type: Visa MasterCard Amex Discover

Credit Card Number: [REDACTED] 8956

Signature of Cardholder: [Signature]

Cardholder Name (printed): ANTHONY R. SUAREZ

Approval Code: _____

Expiration Date: 3/31/13

Processed By (DTI): _____ Date: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Mayor Suarez

RESOLUTION NO. 302-2013

WHEREAS, there is a need for changes to be made at the exit ramp of Route 46 and Grand Avenue in the Borough of Ridgefield due to the severe traffic problems that presently exist at the ramp; and

WHEREAS, the said traffic problems not only effect the residents of the Borough of Ridgefield, but all those who are traveling eastbound on Route 46 as the traffic backs up at times to the exit ramps of the New Jersey Turnpike and Route 80; and

WHEREAS, the Mayor and Council wish to have the issue examined by the appropriate state agency, including the Department of Transportation, and any and all other agencies that would be charged with assisting in rectifying the severe traffic problems at the said exit ramp;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Ridgefield do hereby request that a study be performed at the exit ramp of Route 46 and Grand Avenue, and that a solution be proposed to the said traffic problems, and that any direction be provided by the State of New Jersey's appropriate agencies as to the process to rectify the said problem; and

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the New Jersey Department of Transportation, Transportation Commissioner, Senator Paul Sarlo, Senator Gary Schaer, and Assemblywoman Marlene Caride, for their assistance in bringing this issue to the proper entity and individual to obtain a solution.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Mayor Suarez

RESOLUTION NO. 303-2013

WHEREAS, there is a need to perform certain upgrades and repairs to the Ridgefield Community Center; and

WHEREAS, certain Borough organizations have contacted the Borough of Ridgefield in order to have the said upgrades and repairs performed; and

WHEREAS, the Mayor and Council wish to meet with the various groups who utilize the Community Center for a number of activities and meetings;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield do hereby appoint the following individuals to meet with and to recommend to the whole Mayor and Council repairs and upgrades to the Ridgefield Community Center:

Mayor Anthony R. Suarez
Councilman Javier Acosta
Councilman Ray Penabad

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 304-2013

WHEREAS, the Borough of Ridgefield has entered into a Cooperative Purchasing Agreement with the State of New Jersey, Division of Purchase and Property; and

WHEREAS, Marturano Recreation Co., was awarded a State Contract Number 81411 for Park & Playground Equipment for the period May 15, 2012 through May 14, 2015; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-2) contains a bid threshold of \$36,000.00; and

WHEREAS, this threshold may be exceeded by Resolution for municipalities that are members of Cooperative Purchasing Agreements; and

WHEREAS, the Borough of Ridgefield will exceed \$36,000.00 for the purchase of Park & Playground Equipment in the Calendar Year 2013:

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be authorized to contract for the purchase of Park & Playground Equipment (bleachers) from Marturano Recreation Co., through the New Jersey State Contract not to exceed \$80,269.00 without public bidding.

BE IT FURTHER RESOLVED, that funds for said purchases are certified from Capital Ordinance 2232.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 305-2013

WHEREAS, the Tax Assessor had been notified by the Department of Veteran Affairs that Alexander Oriente, residing at 554 Elm Avenue, also known as Block 106 Lot 2, had been declared 100% totally disabled and had been approved for 100% tax exemption on his dwelling as of June 6, 2013 in accordance with N.J.S.A. 54:4-3.30 et. seq.;L. 1948, c259 as amended.

NOW THEREFORE, BE IT RESOLVED the Second Quarter taxes had already been paid before being notified by the Department of Veteran Affairs, causing an overpayment in the Second Quarter 2013 for the amount of \$504.27.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$504.27 made payable to Alexander Oriente and be mailed to 554 Elm Avenue, Ridgefield, New Jersey 07657.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 306-2013

WHEREAS, the following Senior/Disabled Deduction has been allowed for the year 2013;

NOW, THEREFORE BE IT RESOLVED that the following deduction be refunded accordingly;

<u>BLOCK</u>	<u>LOT</u>	<u>PROPERTY OWNER</u>	<u>AMOUNT</u>
1601.04	6 / C0006	Guerra, Lillian M. 729 Broad Ave Apt 6	\$250.00

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and he is hereby authorized to issue a check in accordance with the above schedule.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 307-2013

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 404 Lot 17, also known as 868 Broad Avenue for the years 2009, 2010, 2011 and 2013.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Valley National Bank be issued a refund in the amount of \$8,993.50 for the year 2009, \$8,606.34 for 2010, \$5,729.91 for 2011 and \$2,017.03 for 2013.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$25,346.78 made payable to Lasser Hochman, LLC Trust Account and be mailed to 75 Eisenhower Parkway, Suite #120, Roseland, New Jersey 07068.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 308-2013

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 2203 Lot 18, also known as 610 Broad Avenue for the years 2010, 2011 and 2012;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Dragomir & Koviljka Zivkovic be issued a refund in the amount of \$1,615.00 for the year 2010, \$2,470.50 for the year 2011 and \$3,387.38 for the year 2012.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$7,472.88 made payable to Daniel G. Keough, Trustee and be mailed to 783 Springfield Avenue, Summit, New Jersey 07901.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 309-2013

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 3901 Lot 2, also known as 313 Broad Avenue for the years 2008, 2009, 2010, 2011, 2012 and 2013.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Mesita Enterprises, Inc. be issued a refund in the amount of \$10,705.38 for the year 2008, \$11,222.34 for 2009, \$11,595.70 for 2010, \$6,884.46 for 2011, \$6,038.03 for 2012 and \$12,471.17 for 2013.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$46,445.91 made payable to Blau and Blau, Attorney for Mesita Enterprises, Inc and be mailed to 223 Mountain Avenue, PO Box 50, Springfield, New Jersey 07081.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 310-2013

WHEREAS, the Borough of Ridgefield has an ordinance pertaining to filming on public property within the Borough of Ridgefield; and

WHEREAS, that ordinance requires that an applicant doing filming in the Borough of Ridgefield shall complete an application; and

WHEREAS, the Borough Attorney has worked with the Borough Clerk to develop such an application; and

WHEREAS, such an application has been adopted; and

WHEREAS, the Borough Attorney and the Borough Clerk have reviewed the ordinance and prepared a form of application for utilization;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the attached application be and hereby is adopted for use by the Borough Clerk in connection with applications to film on public property within the Borough of Ridgefield pursuant to the provisions of Borough Code Chapter 185.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
BERGEN COUNTY, NEW JERSEY

604 BROAD AVENUE
RIDGEFIELD, NJ 07657



TELEPHONE
201-943-5215

**APPLICATION TO CONDUCT FILMING ON
PUBLIC PROPERTY WITHIN THE BOROUGH OF RIDGEFIELD
(BOROUGH CODE CHAPTER 185, ET SEQ.)**

Ridgefield Borough Code Chapter 185, et seq. requires that persons or organizations intending to conduct filming for commercial or educational purposes intended for viewing on television, in theaters, or for institutional uses on public property within the Borough of Ridgefield first obtain a permit before conducting such filming. The within application must be completed and filed with the Borough Clerk in order to seek such a permit.

SECTION I. Identity of Person or Organization:

Name: _____

Address: _____

State of Formation (for Organizations): _____

Contact Person: _____

Phone No.: _____ Email: _____

Are You a Non-Profit Organization Who Will Be Filming for Educational Purposes?

Yes _____ No _____

If Yes, give details _____

SECTION II. Proposed Location of Filming:

SECTION III. Proposed Dates and Hours of Filming:

<u>Date</u>	<u>Hours</u>
_____	_____
_____	_____
_____	_____
_____	_____

SECTION IV. Personnel and Equipment to be Used:

A. Number of Persons and Job Descriptions to be Involved in Filming:

B. Equipment to be Used in Filming (List all equipment including vehicles, cameras, rigs, lighting, etc.)

SECTION V. Insurance:

List name and address of insurer and policy number:

Attach copy of insurance certificate showing the Borough of Ridgefield, its agents, servants and employees as additional insured's.

SECTION VI. Indemnification:

The applicant hereby agrees to indemnify and hold harmless the Borough of Ridgefield, its agents, servants and employees in connection with any and all claims, liabilities, obligations and/or suits arising from, through or out of the applicant’s filming activities other than those claims, liabilities, obligations and/or suits which arise solely on account of the negligence of the Borough and its agents, servants and employees. The insurance policy identified in Section V is given to secure the indemnification obligations set forth herein.

SECTION VII. Fee:

Attach a check or money order for the required fee as follows (check below as applicable)

- 1. Basic form and permit: \$100 (expedited approval \$150) _____
- 2. Daily filming fee: \$500 per day _____
- 3. Daily filming fee payable for major motion picture: \$1,500 per day _____
- 4. Filing permit for non-profit applicant’s filming for education purposes.
(no daily rate required): \$50 _____

SECTION VIII: Verification:

I, _____, the undersigned, hereby certify that the statements contained in the within application are true to the best of my knowledge, information and belief. I understand that if any of these statements are willfully false, I am subject to punishment. Further, if the applicant is an organization, I certify that I have been authorized by appropriate organizational resolution to make the within application on behalf of the applicant:

Date: _____

DO NOT COMPLETE BELOW– FOR BOROUGH OF RIDGEFIELD USE ONLY

Date Received: _____

Date Forwarded to Police Chief for Review and Recommendation: _____

Hiring of Off-Duty Police Officers/Schedule: _____

Date Forwarded to Fire Prevention and Fire Prevention Bureau: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 311-2013

Transfer Resolution #2

WHEREAS, N.J.S.A. 40A:4-58 allows appropriation transfers during the last two months of the calendar year should it become necessary to expend for any of the purposes specified in the budget an amount in excess of the respective sums appropriated therefor and there shall an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient; no transfers may be made to appropriations for contingent expenses or deferred charges.

WHEREAS, the Mayor and Council of the Borough of Ridgefield are desirous of executing such transfers:

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 Calendar Year 2013 budget appropriation transfers:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
Municipal Clerk		
Salaries & Wages	\$ 4,000	
Fire Department		
Clothing Allowance	1,000	
Financial Administration		
Salaries & Wages	13,000	
Office of Emergency Management		
Salaries & Wages	5,000	
Utilities:		
Gasoline	10,000	
Department of Public Works		
Salaries & Wages	30,000	
Vehicle Maintenance	5,000	
Board of Health		
Salaries & Wages	5,000	
Parks & Recreation		
Salaries & Wages	10,000	

Municipal Court		
Salaries & Wages	10,000	
Insurance		
Employee Health	53,500	
Police Department		
Salaries & Wages		\$ 52,000
Fire Department		
Vol. Firemen's Pension		1,000
Department of Public Works		
Other Expenses		10,000
Vehicle Maintenance – Sanitation		5,000
Legal Services		10,000
Engineering Services		8,000
Judgements		55,500
Library		5,000
	\$146,500	\$ 146,500

POOL OPERATING

Salaries & Wages	\$ 8,000	
Social Security System	1,500	
Other expenses		\$ 9,500
	\$ 9,500	\$ 9,500

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

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

Joseph Luppino,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 9, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 312-2013

BE IT RESOLVED, that warrants totaling \$2,248,042.91
be drawn on the following accounts:

CURRENT	\$2,103,783.00
TRUST	\$17,914.09
CAPITAL	\$120,722.95
POOL	\$5,622.87
TOTAL	\$2,248,042.91

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk