

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: February 13, 2012

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:

Approval of Minutes of October 11, 2011 Public Session Meeting and October 24, 2011 Public Session Meeting

**ROLL CALL-PUBLIC SESSION**

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez				
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				

**ROLL CALL-EXEC. SESSION**

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Todd		
Vincentz		
Severino		
Acosta		
Jimenez		

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As advertised, hearing will be held on Ordinance No. 2191 entitled, “A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$60,000 FOR THE UPGRADE OF FOUR (4) REGULATION TENNIS COURTS AT VETERANS MEMORIAL PARK BY THE BOROUGH OF RIDGEFIELD AND TO APPROPRIATE \$28,315 FROM A BERGEN COUNTY OPEN SPACE GRANT AND \$31,685 FROM THE CAPITAL IMPROVEMENT FUND”

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

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As advertised, hearing will be held on Ordinance No. 2192 entitled, "AN ORDINANCE AMENDING SECTION 390-18 ENTITLED SIGNS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

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As advertised, hearing will be held on Ordinance No. 2193 entitled, "AN ORDINANCE AMENDING SECTION 390-28 ENTITLED ZONING PERMIT REQUIRED, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

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As advertised, hearing will be held on Ordinance No. 2194 entitled, "AN ORDINANCE AMENDING SECTION 35-13 ENTITLED REQUIREMENTS FOR ACTIVE MEMBERSHIP, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

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As advertised, hearing will be held on Ordinance No. 2195 entitled, "AN ORDINANCE AMENDING SECTION 375-5 ENTITLED NO PARKING AREAS AND SECTION 375-6 ENTITLED LIMITED DURATION PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

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As advertised, hearing will be held on Ordinance No. 2196 entitled, "AN ORDINANCE ESTABLISHING MID-BLOCK CROSSWALKS"

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

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Introduction of Ordinance No. 2197 entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 2190"

First Reading of Ordinance

Roll Call

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**PROPOSED CONSENT AGENDA:**

81-2012	Councilman Jimenez	Release of Escrow-Sabema Plumbing and Heating
82-2012	Councilman Castelli	Authorize TY Lin Proposal-Civil Engineering Services
83-2012	Councilman Jimenez	Lien Redemption Cert #09-04
84-2012	Councilman Jimenez	Lien Redemption Cert #11T-10
85-2012	Councilman Acosta	Authorize to Advertise-Purchase of Garbage Truck
86-2012	Councilman Castelli	Community Development FY2009 Project Scope Change

87-2012	Councilman Acosta	Appointment of Crossing Guard
88-2012	Mayor Suarez	Proclamation-NEA's Read Across America
89-2012	Councilman Jimenez	Tax Appeal Settlement-1050 River Road
90-2012	Councilman Jimenez	Tax Appeal Settlement-887 Maple Avenue
91-2012	Councilman Jimenez	Change Order-All County Mechanical
92-2012	Councilman Jimenez	Professional Service Agreement-Bond Counsel
93-2012	Councilman Jimenez	Professional Service Agreement-Borough Attorney
94-2012	Councilman Jimenez	Professional Service Agreement-Borough Engineer
95-2012	Councilman Jimenez	Professional Service Agreement-Insurance Agent/ Risk Manager
96-2012	Councilman Jimenez	Professional Service Agreement-Borough Planner
97-2012	Councilman Jimenez	Professional Service Agreement-Borough Prosecutor
98-2012	Councilman Jimenez	Professional Service Agreement-Public Defender
99-2012	Councilman Jimenez	Professional Service Agreement-Substitute Prosecutor
100-2012	Councilman Jimenez	Professional Service Agreement-Substitute Public Defender
101-2012	Councilman Jimenez	Professional Service Agreement-Rent Leveling Attorney
102-2012	Councilman Jimenez	Professional Service Agreement-Special Counsel
103-2012	Councilman Jimenez	Professional Service Agreement-Special Labor Attorney
104-2012	Councilman Jimenez	Professional Service Agreement-Tax Appeal Attorney
105-2012	Councilman Jimenez	Professional Service Agreement-Borough Auditor
106-2012	Mayor Suarez	Appointment of Anti-Bullying Committee

**COUNCIL VOTE**

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

**RESOLUTIONS:**

107-2012	Councilman Jimenez	Warrants
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COMMENTS BY MAYOR:

**Application for Raffles License:**

Ridgefield Memorial High School Booster Club  
June 8, 2012 – 7:00 p.m.  
Five Fireman's Field  
Veteran's Memorial Park  
600-to-1 Raffle

St. James Episcopal Church  
March 31, 2012 – Noon-4:00 p.m.  
514 Abbott Avenue  
Tricky Tray

Ridgefield Music Parents  
March 9-10, 2012 – 10:00 p.m.  
555 Walnut Street  
50/50

St. Matthews Roman Catholic Church  
March 17, 2012 – 9:00 p.m.  
555 Prospect Avenue  
50/50

**Coin Toss Request:**

Ridgefield Fire Department Cares Enough to Wear Pink  
Saturday, February 26, 2012 – 9:00 a.m. – 3:00 p.m.

COMMENTS BY COUNCILMEN:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

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.

<b>COUNCIL VOTE</b>				
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

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

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

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

ORDINANCE NO. 2191

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

“A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$60,000 FOR THE UPGRADE OF FOUR (4) REGULATION TENNIS COURTS AT VETERANS MEMORIAL PARK BY THE BOROUGH OF RIDGEFIELD AND TO APPROPRIATE \$28,315 FROM A BERGEN COUNTY OPEN SPACE GRANT AND \$31,685 FROM THE CAPITAL IMPROVEMENT FUND”

introduced on the 23<sup>rd</sup> day of January, 2012, 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				
Todd				
Vincenz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 23, 2012

Presented by Councilman Jimenez

ORDINANCE NO. 2191

“A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$60,000 FOR THE UPGRADE OF FOUR (4) REGULATION TENNIS COURTS AT VETERANS MEMORIAL PARK BY THE BOROUGH OF RIDGEFIELD AND TO APPROPRIATE \$28,315 FROM A BERGEN COUNTY OPEN SPACE GRANT AND \$31,685 FROM THE CAPITAL IMPROVEMENT FUND”

BE IT ORDAINED, by the Governing Body of the Borough of Ridgefield in the County of Bergen, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvement described in Section 2 of this Ordinance is hereby respectively authorized as a general improvement to be made by the Borough of Ridgefield, New Jersey, for the said improvements or purposes stated in Section 2, there are hereby appropriated the sum of money therein stated as the appropriation made for said improvement or purpose, said sum being inclusive of all appropriations herefore made thereof and amounting in the aggregate to \$28,315 from a Bergen County Open Space Grant and \$31,685 which is now available in the Capital Improvement Fund.

SECTION 2. The Borough of Ridgefield, in the County of Bergen, State of New Jersey, is hereby authorized to provide for the following:

Upgrade of four (4) Regulation Tennis  
Courts at Veterans Memorial Park  
including all labor, material costs and  
appurtenances necessary and related thereto                    \$60,000

SECTION 3. It is hereby determined and stated:

(a) That said purpose is not a current expense. That the same is an improvement which the municipality may lawfully make and that no part of the cost of said improvement has been or shall be specifically be assessed on properties specifically benefited.

It is not necessary to finance said appropriation by the issuance of obligations by the Borough of Ridgefield pursuant to the Local Bond Law of the State of New Jersey, for the reason that monies sufficient to cover the appropriation thereof shall be available from a Bergen County Open Space Grant in the amount of \$28,315 and from the Capital Improvement Fund in the amount of \$31,685.

SECTION 4. The Capital Budget of the Borough of Ridgefield is hereby amended or established to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing all detail of the amended or temporary Capital Budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and is available for public inspection.

SECTION 5. The sum of \$60,000 is hereby appropriated for the aforementioned purpose.

SECTION 6. It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said appropriation, since the gross debt of the municipality, as defined under the Local Bond Law, is not increased by this Ordinance and no obligations in the matter of notes or bonds are authorized by this Ordinance.

SECTION 7. This Ordinance shall take effect after publication thereof and final passage as required by law.

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Castelli

ORDINANCE NO. 2192

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 390-18 ENTITLED SIGNS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 23<sup>rd</sup> day of January, 2012, 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				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 23, 2012

Presented by Councilman Castelli

ORDINANCE NO. 2192

“AN ORDINANCE AMENDING SECTION 390-18 ENTITLED SIGNS, OF THE CODE OF  
THE BOROUGH OF RIDGEFIELD”

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

Section I.

Section 390-18, entitled Signs, of the Code of the Borough of Ridgefield, be and hereby is amended by deleting the existing language of that section, and replacing same with the following:

§ 390-18 Signs

The following regulations shall apply to all stationary signs and outdoor advertising and shall be in addition to other regulations for specific uses elsewhere in this chapter. For the protection of property values and the character and stability of the various residential, business and industrial districts and for the protection and enhancement of the Borough as a prospective place of residence, employment and commercial, industrial and civic activity and investment, the following requirements are set forth regulating signs in the Borough of Ridgefield:

The word “sign” shall be defined as follows:

Any object, device, display or structure or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event, location, idea, issue or point of view by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images, but excluding seasonal holiday displays, the American flag or other governmental flags, athletic scoreboards on school premises, or official announcements and signs of government.

The following general provisions are applicable to all zones:

A. Unless otherwise provided for, all signs shall relate to the premises on which they are erected.

B. Any signs not specifically permitted are hereby prohibited.

C. No sign shall be located within the Borough right-of-way unless no other placement location is feasible to the property owner due to the size and shape of the lot or the existence of previously existing structures on the property. In the case where no other placement is feasible, notice must be given to the Building Department of the Borough so that an alternate location for the sign may be set. This shall not apply to traffic signs and/or other signs installed by governmental agencies.

D. No sign shall exceed 20 feet in height above ground level, except signs erected against the side of a building, which signs shall not extend above the height of the vertical wall or cornice to which they are attached.

E. Signs may be double-faced, in which case the maximum sign area will apply to only one side.

F. The area of a sign shall include every part of the sign, including moldings, frames, posts, pylons or other supporting members.

G. Where the face of a sign has openings or is of an irregular shape, the area of the sign, exclusive of supporting members, shall be considered as the total area of the smallest rectangle that can enclose the sign.

H. Freestanding signs shall be supported by posts or pylons of durable materials, which may include concrete, steel, treated wood or other suitable material, and shall be set securely in the ground or concrete so that the sign will be capable of withstanding high winds.

I. Any sign attached flat against the surface of a building shall be constructed of durable material and attached securely to the building with nonrusting hardware. The use of wood or fiber plugs is prohibited.

J. Advertising or identification of an establishment painted on the surface of a building shall be considered part of the total allowable sign area and shall be subject to the regulation of this Article.

K. Signs attached to the side of the building shall not exceed more than 12 inches from the face of the building.

L. As per the provisions of N.J.A.C. 5:23-2.14(b)(6), a sign that meets the following conditions shall not require a building permit to be erected:

- A. It is supported by uprights or braces upon the ground surface;
- B. It is not served by an electrical circuit directly connected to the sign;
- C. It is not greater than 25 square feet in surface area (one side); and
- D. It is not more than 6 feet above the ground (mounted height).

All signs not meeting the above criteria shall require a building permit. In addition, signs not meeting the above criteria shall also require a zoning permit.

M. Whenever a sign becomes structurally unsafe or endangers the safety of the building or the public, the Zoning Officer shall order such sign to be made safe or removed. Such order shall be complied with within 10 days of the receipt thereof by the person, firm or corporation owning or using the sign or the owner of the building or premises on which such unsafe sign is affixed or erected.

N. Signs shall not be painted on or affixed to water towers, storage tanks, smokestacks or similar structures.

O. The area surrounding ground signs shall be kept neat, clean and landscaped. The owner of the property upon which the sign is located shall be responsible for maintaining the condition of the area.

P. Facade signs and freestanding signs for office, commercial and industrial uses, as permitted in this Article, may be internally illuminated.

Q. Temporary signs advertising public functions, fund-raising events other than a building fund for charitable, nonprofit or religious organizations, or political signs as permitted by this Article shall be subject to the following conditions:

(1) A temporary sign may be placed not more than 60 days prior to the function, event, or election to which it applies; and

(2) A temporary sign must be removed not more than seven days after the function, event, or election to which it applies; and

(3) The owner of the property on which the temporary sign is placed shall be responsible for its removal; and

(4) The temporary sign must comply with all other regulations related to signs; and

(5) The temporary sign advertising a building fund for a charitable nonprofit or religious extension organization may be placed for not more than 10 days from its erection.

R. No person shall erect a sign on or over any public property or public right-of-way other than traffic directional signs or signs erected by a governmental entity.

The following signs are prohibited:

A. Moving or revolving signs and signs using waving, blinking, flashing, vibrating, flickering, tracer or sequential lighting except for a movie theater or Borough property.

B. Signs using words such as "stop," "look" or "danger" or any other sign which in the judgment of the Police Chief of the Borough constitutes a traffic hazard or otherwise interferes with the free flow of traffic.

C. Roof signs.

D. Signs advertising a product or service not sold on the premises, signs advertising or directing attention to another premises and any other sign not related to the premises on which the sign is erected, except for approved signs on Borough property.

E. Signs causing interference with radio or television reception.

F. Signs obstructing doors, fire escapes or stairways or keeping light or air from windows used for living quarters.

G. Signs placed in awnings, trees, fences, utility poles or signs attached to other signs.

H. Temporary mobile message signs.

The following signs are permitted in residential districts:

A. Non-illuminated directional signs identifying parking areas, entrances, loading zones, exits and similar locations and not exceeding three square feet in area.

B. Name and number plates identifying residences and affixed to a house, apartment or mailbox and not exceeding 50 square inches in area.

C. Lawn signs identifying residents and not exceeding 1 1/2 square feet in area.

D. Non-illuminated real estate signs announcing the sale, lease or rental of the premises on which the sign is located. Such signs shall not exceed six (6) square feet in area in a residential zone.

E. Temporary and permanent traffic signs and signals or other signs installed by a government agency.

F. Temporary signs advertising public functions or fund raising events for charitable, nonprofit or religious organizations, the combined total area of all such signs not exceeding an area of 32 square feet in total on one premises.

G. Religious institutions, hospitals, nursing homes, private schools and service organizations may have one freestanding wall not exceeding 20 square feet in area.

H. Housing developments or garden apartment developments may place one temporary sign at each entrance to the project and at the rental or sales office during the course of the development.

One sign shall not exceed 20 square feet in area or six feet in height. Other signs shall not exceed 15 square feet in area or five feet in height.

I. One non-flashing sign identifying farms, public and private parks and recreation areas, and not exceeding 30 square feet in area on any one side, and further provided that such sign shall not be closer than 5 feet to any street or curb line.

J. Temporary political signs shall be permitted under this Section, pursuant to the regulations set forth herein:

(1) Temporary Political Signs shall be defined as signs pertaining to federal, state, county or local candidates or questions to be voted upon by the residents of the Township at an upcoming election and shall be subject to the following conditions:

(2) Temporary political signs shall be placed not more than 60 days prior to the function, event or election to which it applies; and

(3) Temporary political signs must be removed not more than 7 days after the function, event, or election to which it applies; and

(4) If any temporary political signs are placed on residential properties, consent of the property owners must be obtained; and

(5) No temporary political signs may be placed within a distance of five feet from the curb of any street or, if there be no curb on a given street, five feet from the edge of the pavement of any street; and

(6) The combined total area of all such temporary political signs shall not exceed a total of fifty (50) square feet on any one tax lot where such temporary signs are placed and shall not exceed thirty-two (32) square feet for any individual temporary political sign; and

(7) On or in the rights-of-way on any State Highway or County Road, temporary political signs shall not be located or placed closer than within 50 linear feet of any other sign of the same candidate or campaign on any one tax lot; and

(8) No temporary political signs shall be permitted on Borough property, except as allowed by number 5 of this section; and

(9) The owner of the tax lots, and/or the registrant for the signs, on which a temporary political sign is placed shall be responsible for its removal; and

(10) The temporary political sign must comply with all other regulations related to signs.

The following are permitted signs in nonresidential districts:

A. Non-illuminated directional signs identifying parking areas, entrances, loading zones, exits and similar locations and not exceeding three square feet in area.

B. Non-illuminated real estate signs announcing the sale, lease or rental of the premises on which the sign is located. Such signs shall not exceed 20 square feet in area for commercial and office uses and 50 square feet in area for industrial properties.

C. Temporary signs advertising public functions or fund-raising events for charitable, nonprofit or religious organizations or political signs and not exceeding a combined total area of all such signs of 32 square feet in total on one premises.

D. Temporary and permanent traffic signs and signals or other signs installed by a government agency.

E. No person shall erect a sign on or over any public property or public right-of-way other than traffic directional signs or signs erected by a governmental entity.

F. Religious institutions, hospitals, nursing homes, private schools and service organizations may have one freestanding or wall sign not exceeding 20 square feet in area.

G. Each office, commercial use or industry not exceeding two stories in height may have one or more exterior signs identifying or advertising the names of tenants or uses occupying the premises, provided that such signs(s) shall not exceed 10% of the front facade area of the building.

H. Freestanding signs.

(1) Any office, commercial or industrial building over two stories in height having a gross floor area of less than 10,000 square feet shall be permitted one freestanding sign, provided that the area of such sign shall not exceed 40 square feet. Any office, commercial or industrial building having a gross floor area of at least 10,000 square feet shall be permitted one freestanding sign, provided that the area of such sign shall not exceed 50 square feet. Where more than one use is conducted in a building or attached buildings on the same lot, only one freestanding sign shall be permitted.

(2) Freestanding signs for office, commercial and industrial buildings in excess of 10,000 square feet of gross floor area shall be in accordance with the following schedule:

<b>Gross Floor Area (square feet)</b>	<b>Maximum Size of Sign Face (square feet)</b>
10,000 to 15,000	50
15,000 to 30,000	75
30,000 to 50,000	100

Over 50,000	150

(3) Any office, commercial or industrial building having over 100,000 square feet of gross floor area may have two freestanding signs. The total area of both signs shall not exceed the maximum size sign face of 150 square feet.

(4) One non-flashing sign identifying farms, public and private parks and recreation areas and not exceeding 30 square feet in area on any one side, and further provided that such sign shall not be closer than 5 feet to any street or curb line.

Section II:

BE IT FURTHER ORDAINED, if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section III:

BE IT FURTHER ORDAINED, Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section IV:

BE IT FURTHER ORDAINED, This Ordinance shall take effect upon passage and publication in accordance with applicable law.

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Castelli

ORDINANCE NO. 2193

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 390-28 ENTITLED ZONING PERMIT  
REQUIRED, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 23<sup>rd</sup> day of January, 2012, 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				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 23, 2012

Presented by Councilman Castelli

ORDINANCE NO. 2193

“AN ORDINANCE AMENDING SECTION 390-28 ENTITLED ZONING PERMIT  
REQUIRED, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I.

Section 390-28, entitled Zoning Permit Required, of the Code of the Borough of Ridgefield, be and hereby is amended by deleting the existing language of that section, and replacing same with the following:

§390-28 Zoning Permit Required.

A. No person shall erect, alter or construct any structure or building, or part thereof, nor alter or change the use of any land, until a zoning permit has been issued by the Zoning Officer. For purposes of this ordinance, a sign that meets the following conditions shall not require a building permit in order to be erected:

1. It is supported by uprights or braces upon the ground surface.
2. It is not served by an electrical circuit directly connected to the sign.
3. It is not greater than 25 square feet in surface area (one side).
4. It is not more than 6 feet above the ground (mounted height).

All other signs shall require a zoning permit.

B. No person shall occupy or use any nonresidential structure until a zoning permit had been issued by the Zoning Officer.

C. No zoning permit shall be issued except in conformity with the provisions in this Part 1.

Section II:

BE IT FURTHER ORDAINED, if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply

only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section III:

BE IT FURTHER ORDAINED, Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section IV:

BE IT FURTHER ORDAINED, This Ordinance shall take effect upon passage and publication in accordance with applicable law.

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Castelli

ORDINANCE NO. 2194

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 35-13 ENTITLED REQUIREMENTS FOR ACTIVE MEMBERSHIP, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 23<sup>rd</sup> day of January, 2012, 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				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 23, 2012

Presented by Councilman Castelli

ORDINANCE NO. 2194

“AN ORDINANCE AMENDING SECTION 35-13 ENTITLED REQUIREMENTS FOR  
ACTIVE MEMBERSHIP, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that a new subsection (assigned by Code Publisher) be added to Section 35-13 of the Code of the Borough of Ridgefield as follows:

Chief Officer Residency Requirements:

Fire Chief shall reside within the Borough of Ridgefield or shall reside within  $\frac{3}{4}$  mile of the Ridgefield municipal border line and be a resident of Bergen County

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

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

Approved:

Attest:

---

Anthony R. Suarez, Mayor

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Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Acosta

ORDINANCE NO. 2195

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

“AN ORDINANCE AMENDING SECTIONS 375-5 ENTITLED NO PARKING AREAS AND 375-6 ENTITLED LIMITED DURATION PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 23<sup>rd</sup> day of January, 2012, 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				
Todd				
Vincenz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 23, 2012

Presented by Councilman Acosta

ORDINANCE NO. 2195

“AN ORDINANCE AMENDING SECTIONS 375-5 ENTITLED NO PARKING AREAS AND 375-6 ENTITLED LIMITED DURATION PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that Chapter 375 “Vehicles and Traffic”, Section 375-5 “No Parking Areas” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

§ 375-5 No parking areas.

A. Parking is hereby prohibited on streets or parts thereof in the Borough of Ridgefield as follows:

...

(100) On the easterly side of Hillside Street beginning at a point 450 feet north from the point where said easterly side of Hillside Street intersects with northerly side of Edgewater Avenue at the northeastern corner of that intersection, and continuing in a northerly direction from that point a distance of 13 feet, to the point of 463 feet.

(101) On the southerly side of Hamilton Avenue beginning at the intersection of the southerly curb line of Hamilton Avenue and the eastern curb line of Shaler Boulevard and continuing in a southerly direction a distance of 58 feet.

(102) On the northerly side of Hamilton Avenue beginning at the intersection of the northerly curb line of Hamilton Avenue and the eastern curb line of Shaler Boulevard and continuing in a southerly direction of 59 feet.

(103) On the southerly side of Clark Avenue beginning at the intersection of the southerly curb line of Clark Avenue and the eastern curb line of Shaler Boulevard and continuing in a southerly direction a distance of 53 feet.

(104) On the northerly side of Clark Avenue beginning at the intersection of the northerly curb line of Clark Avenue and the eastern curb line of Shaler Boulevard and continuing in a southerly direction of 62 feet.

(105) On the southerly side of Day Avenue beginning at the intersection of the southerly curb line of Day Avenue and the eastern curb line of Shaler Boulevard and continuing in a southerly direction a distance of 50 feet.

BE IT FURTHER ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that Chapter 375 “Vehicles and Traffic”, Section 375-6 “Limited Duration Parking Areas” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented by adding the following new subsection:

§ 375-6 Limited duration parking areas.

...

Parking is hereby prohibited on the following streets or parts thereof in the Borough of Ridgefield between the hours of 9:00 a.m. and 1:00 a.m. for a period longer than 60 minutes without a Borough issued Resident Parking Permit:

1. Maple Avenue, specifically from Grand Avenue to Shaler Boulevard
2. Oakdene Avenue, specifically from Bergen Boulevard to the Cliffside border
3. Monroe Place
4. Ridgefield Terrace
5. Fairview Terrace
6. Sunset Terrace

...

BE IT FURTHER ORDAINED, if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 23, 2012

Presented by Councilman Acosta

ORDINANCE NO. 2196

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

“AN ORDINANCE ESTABLISHING MID-BLOCK CROSSWALKS”

introduced on the 23<sup>rd</sup> day of January, 2012, 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 23, 2012

Presented by Councilman Acosta

ORDINANCE NO. 2196

“AN ORDINANCE ESTABLISHING MID-BLOCK CROSSWALKS”

BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that Chapter 375 of the Code of the Borough of Ridgefield, entitled “Vehicles and Traffic” be and hereby is amended by adding to the existing provisions of that Chapter a new article, Article XXVIII, to be entitled “Mid-Block Crosswalks” as follows:

Section I:

Article XXVIII, Mid-Block Crosswalks.

§375-\_\_\_\_\_ The following mid-block crosswalks are established:

- (1) Hendricks Causeway, between two lines, one running parallel to, and 285 feet east of, the extension of the western curblineline of Fulton Place and the other running parallel to and 589 feet west of the extension of the eastern curblineline of Victoria Terrace.

Section II: Any and all ordinances inconsistent with the foregoing be and hereby are repealed to any extent of such inconsistency.

Section III. In all other respects, the terms and provisions of Chapter 375 of the Code of the Borough of Ridgefield shall remain in full force and effect, and are ratified and affirmed.

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

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Mayor Suarez

ORDINANCE NO. 2197

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

“AN ORDINANCE AMENDING ORDINANCE NO. 2190”

introduced on the 13<sup>th</sup> day of February, 2012, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 27<sup>th</sup> day of February, 2012 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Mayor Suarez

ORDINANCE NO. 2197

“AN ORDINANCE AMENDING ORDINANCE NO. 2190”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that Ordinance No. 2190, Under Section I of that Ordinance, be, and hereby is amended as follows:

Section I.

Section \_\_\_-6 of that Ordinance, entitled “Anti-Bullying Committee”, subpart (a) be and hereby is amended by deleting the existing language of subsection (a) and replacing same with the following:

-6. Anti-Bullying Committee.

(a) The Borough hereby establishes an Anti-Bullying Committee (hereinafter “the Committee”), to be charged with responding to reports of bullying, investigating reports of bullying and, where warranted, determining appropriate responses to incidents of bullying, including remedial action and consequences as deemed appropriate. The Committee shall also be charged with investigating and implementing programs and methods to inform and educate the various segments of the Ridgefield community about bullying, its effects and ways and methods to deal with same. The Committee shall consist of seven members and two alternates to be appointed by the Mayor with the advice and consent of the Council. Committee members and alternates shall serve for a three year term to run on a calendar year basis. The initial appointment of the Committee will have staggered terms so that two persons are appointed for a three year term, two persons for a two year term, and two persons for a one year term so that thereafter for each successive year two members of the Committee will be up for reappointment for a three year term. The initial appointment of alternate members of the Committee will be one year. Vacancies shall be filled in the same manner as the appointment, to fill the unexpired term of the member who has left office.

Section II.

Section \_\_\_\_\_-6 of that Ordinance, subpart (c), be and hereby is amended by replacing the existing language with the following:

The Mayor and Council shall select a Chairperson and Vice Chairperson who shall preside at Committee Meetings. The Mayor and Council shall also appoint on a calendar year basis a member of the Council to serve as a Council liaison to the Committee. In addition, there

shall be a liaison to the Committee from the Police Department, which person shall be assigned by the Chief of Police and appointed by the Council.

Section III.

Section \_\_\_\_\_ - 7 that Ordinance, entitled "Reporting Incidents of Bullying", is amended by adding to the existing language the following:

Allegations of incidents or occurrences of bullying by police officers in their official capacities shall not be acted upon by the Committee. Instead, credible allegations of incidents or occurrences of bullying by members of the Police Department in their official capacity shall be forwarded to the Chief of Police and Mayor and Council for further action as appropriate under existing law. In accordance with existing law, the Committee shall not investigate nor impose a remedial measure or consequence in connection with allegations concerning police officers in the performance of their duties.

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

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

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 81-2012

WHEREAS, Sabema Plumbing and Heating Co., Inc., posted \$225.00 cash escrow on November 12, 2010 as a requirement of a Road Opening Permit #246(Chapter 350-13 et seq) in front of Block 2701, Lot 13, 824 Charlotte Terrace; and

WHEREAS, said road opening has been inspected and certified acceptable by the Department of Public Works on February 9, 2012 along with a recommendation for the release of escrow funds:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer is and hereby authorized to release \$225.00 cash escrow to Sabema Plumbing and Heating Co., Inc.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Castelli

RESOLUTION NO. 82-2012

WHEREAS, there is a need for Civil Engineering Services to prepare construction documents for Preliminary and Final Major Site Plan submission to the Ridgefield Planning Board for work at Block 905, Lot 1, and Block 906, Lot 1, 725 Slocum Avenue; and

WHEREAS, the Borough Engineer, T.Y. LIN International, has submitted a Task Order Proposal dated January 23, 2012 for Civil Engineering Services at a lump sum cost of \$34,700.00; and

WHEREAS, there are funds for said proposal in the Capital Improvement Fund; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to proceed with the aforementioned project:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Borough Engineer, T.Y. LIN International, is and hereby authorized to commence work on the proposal dated January 23, 2012 for Civil Engineering Services at Block 905, Lot 1, and Block 906, Lot 1, 725 Slocum Avenue.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that \$34,700.00 is available for said project in the Capital Improvement Fund.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 83-2012

WHEREAS, Michael Broderick has deposited checks in the amount of \$60,830.53 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 09-04, Block 2704 Lot 5, further known as Day Avenue, sold to US Bank-Cust/ Sass Muni V Dtr and whereas \$100.00 was previously deposited into the Trust Account at the time of tax sale for the premium.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$60,830.53 from the Suspense Account and a check for \$100.00 from the Trust Account for the return of the premium;

BE IT FURTHER RESOLVED that the check in the amount of \$60,830.53 be drawn on the Borough of Ridgefield Suspense Account and the check for \$100.00 be drawn on the Borough of Ridgefield Trust account and be made payable to US Bank –Cust/Sass Muni V Dtr and mailed to 2 Liberty Place, Philadelphia, PA 19102.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 84-2012

WHEREAS, Emil and Gail Scheringer have deposited a check in the amount of \$10,537.07 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 11T-10, Block 3105 Lot 2, further known as 501 Ridgefield Terrace, sold to US Bank-Cust/ Sass Muni V Dtr and whereas \$2,000.00 was previously deposited into the Trust Account at the time of tax sale for the premium.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$10,537.07 from the Suspense Account and a check for \$2,000.00 from the Trust Account for the return of the premium;

BE IT FURTHER RESOLVED that the check in the amount of \$10,537.07 be drawn on the Borough of Ridgefield Suspense Account and the check for \$2,000.00 be drawn on the Borough of Ridgefield Trust account and be made payable to US Bank –Cust/Sass Muni V Dtr and mailed to 2 Liberty Place, Philadelphia, PA 19102.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Acosta

RESOLUTION NO. 85-2012

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

“BIDS FOR THE PURCHASE OF A GARBAGE TRUCK”

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Castelli

RESOLUTION NO. 86-2012

WHEREAS, the Borough of Ridgefield was awarded a \$100,000.00 Bergen County Community Development Block Grant in FY 2009 for ADA Improvements to Borough Hall and a \$100,000.00 Bergen County Community Development Block Grant in FY 2011 for Improvements to Banta Place; and

WHEREAS, The Borough of Ridgefield has made application for a Bergen County Community Development Block Grant for FY 2012 Roadway Improvements to Hillside Street; and

WHEREAS, the Borough Engineer has estimated the construction cost for making improvements to the complete stretch of Banta Place from Broad Avenue to Walnut Street to be approximately \$300,000.00 if the project was bid once and not broken down into three separate sections; and

WHEREAS, it would be in the best interests of the Borough of Ridgefield if the three grants could be amended and merged into the one project for savings and efficiency; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield supports this proposal for Banta Place Improvements:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Borough requests that Bergen County Community amend the FY2009 award from ADA Improvements to Borough Hall to Improvements to Banta Place.

BE IT FURTHER RESOLVED, that the Borough Engineer be and hereby directed to amend the FY2012 application from Roadway Improvements to Hillside Street to Improvements to Banta Place and submit same to Bergen County Community Development.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Director of Bergen County Community Development for consideration.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Prina,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Acosta

RESOLUTION NO. 87-2012

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

**BERNADETTE WEIR**

be appointed as a School Crossing Guard for the 2011-2012 school year at the hourly rate of \$12.90.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Mayor Suarez

RESOLUTION NO. 88-2012

WHEREAS, the citizens of the Borough of Ridgefield stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is the key to the community's well-being and long-term quality of life; and

WHEREAS, NEA's *Read Across America*, a national celebration of reading, will be conducted on March 2, 2012, which would have been the 108th birthday of Theodor Seuss Geisel, better known as Dr. Seuss; and

WHEREAS, *Read Across America-NJ* is being conducted statewide by the New Jersey Education Association, in partnership with the New Jersey State League of Municipalities, the New Jersey Library Association, and their local affiliates across the state to promote reading and adult involvement in the education of our community's students:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council calls on the citizens of the Borough of Ridgefield to assure that every child is in a safe place reading together with a caring adult on March 2, 2012;

AND BE IT FURTHER RESOLVED that this body enthusiastically endorses NEA'S Read Across America and Read Across America-NJ and recommits our community to engage in programs and activities to make America's children the best readers in the world.

Approved:

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

Attest:

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

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 89-2012

WHEREAS, L. Jeffrey Lewis, Esq. has filed a tax appeal challenging assessments at 1050 River Road, Block 2301, Lot 1 for 2010 and 2011;

WHEREAS, the original assessment in issue is Five Million Six Hundred Eighty-Five Thousand (\$5,685,000.00) Dollars;

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

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

1. Adjusted assessment for the 2010 tax year at Five Million Two Hundred Fifty Thousand (\$5,250,000.00) Dollars;
2. Adjusted assessment for the 2011 tax year at Five Million (\$5,000,000.00) Dollars;
3. That the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;
4. That the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
5. That the within settlement is subject to review and approval thereof by the taxpayer.

Approved:

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

Attest:

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

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 90-2012

WHEREAS, Robert E. Spiotti, Esq. has filed a tax appeal challenging assessments at 887 Maple Avenue, Block 305, Lot 8 for 2010;

WHEREAS, the original assessment in issue is Four Hundred Two Thousand Two Hundred (\$402,200.00) Dollars;

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

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

1. Adjusted assessment for 2010 at Three Hundred Seventy Thousand (\$370,000.00) Dollars;
2. That the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;
3. That the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
4. That the within settlement is subject to review and approval thereof by the taxpayer.

Approved:

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

Attest:

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

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 91-2012

WHEREAS, the project known as Improvements to the Ridgefield Public Library was awarded to All County Mechanical Contracting in the amount of \$62,900.00; and

WHEREAS, certain addition Heating Control Valves and Sensors have resulted in field changes necessary for the efficient completion of this project in the increased amount of \$3,030.00; and

WHEREAS, said changes are prudent as it would be detrimental to the Borough of Ridgefield to halt and rebid the project, causing delays in its completion:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield in the County of Bergen and State of New Jersey that Change Order No. 1 in the amount of Three Thousand Thirty Dollars (\$3,030.00) for All County Mechanical Contracting on the project known as Improvements to the Ridgefield Public Library is and hereby approved, amending the contract to \$65,930.00.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies no funds are required for the purpose of this Change Order from Capital Ordinance 2059.

BE IT FURTHER RESOLVED that the Borough Attorney is hereby authorized to amend the contract to reflect changes in the project.

Approved:

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

Attest:

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

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 92-2012

WHEREAS, there is a need in the Borough of Ridgefield for a Bond Counsel; and

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

WHEREAS, a duly constituted evaluation committee recommended that Gibbons, P.C. be awarded the professional services contract to serve as the Bond Counsel for calendar year 2012; and

WHEREAS, Gibbons, P.C. was previously appointed Bond Counsel to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gibbons, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gibbons, P.C. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Bond Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Bond Counsel.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOND COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gibbons, P.C., having offices at One Gateway Center, Newark, New Jersey, hereinafter called the "BOND COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gibbons, P.C. as Bond Counsel for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOND COUNSEL for professional services as Bond Counsel without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOND COUNSEL to serve as Borough BOND COUNSEL for calendar year 2012, or until her/his successor qualifies. The BOND COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The BOND COUNSEL shall perform all appropriate legal services in connection with the issuance of bonds and other financing activities by the BOROUGH, and as assigned to the BOND COUNSEL by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** Payment for services rendered by BOND COUNSEL will be in accordance with the following schedule:
  - A. **Preparation or Review of Ordinances:** For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$450 for each single purpose ordinance and \$550 for each multiple purpose ordinance would be received by BOND COUNSEL, plus out-of-pocket disbursements. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be an additional fee based on the time required to perform such services charged at the hourly rates set forth below.
  - B. **Traditional Note Issue:** With respect to work done in connection with any temporary financings of the BOROUGH involving a private placement and not involving preparation of an Official Statement, BOND COUNSEL will receive

\$1,000 for its approving opinion and 50 cents per \$1,000 of notes issued, plus out-of-pocket expenses.

C. Traditional Bond Issue: For work done and responsibilities assumed in connection with rendering the type of opinions anticipated in any permanent financings (which are competitively bid or negotiated), BOND COUNSEL will receive a base fee of \$3,500, plus \$1 per \$1,000 of bonds issued, plus out-of-pocket disbursements. If an Official Statement needs to be reviewed or prepared in connection with the financing, BOND COUNSEL'S fee for such services would be at an hourly rate.

D. Hourly Rate: In connection with the preparation of an Official Statement, the attention to litigation, special advise to be rendered regarding compliance with the investment restrictions under the arbitrage regulations, the review of other unusual tax questions, the attendance at meetings not related to a permanent or temporary financing, the application for investment of proceeds in Federal Treasury obligations, State and Local Government Series or questions referred to bond counsel which arise away from a specific financing, the fee for such additional or non-transactional services would be at an hourly (time charge) basis. This fee will be calculated by multiplying the number of hours expended by each attorney and paralegal by their respective billing rate in effect at the time the work is performed. Billing rates are based on the experience and expertise of the attorney involved and are reviewed and revised by the firm periodically. The present hourly rates of those attorneys and paralegals anticipated to work on BOROUGH matters are as follows:

John D. Draikiwicz	195
Steven Sholk	185
Scott A. Galano	175
Christopher Basilo	125
Paralegal	95

E. Out-of-Pocket Expenses: In addition to all of the above-mentioned fees, the firm will include in its billing statement its out-of-pocket costs incurred in connection with the matter, including expenses of telephone, document reproduction, postage, air freight, faxes and overnight deliveries, and stenographic overtime, if required.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other bond counsel for specific matters if in the opinion of the Mayor and Council such is necessary.
5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOND COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOND COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOND COUNSEL'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

ATTEST:

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

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

GIBBONS, P.C.

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 93-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Stephen F. Pellino of Basile Birchwale & Pellino, LLP be awarded the professional services contract to serve as the Borough Attorney for calendar year 2012; and

WHEREAS, Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Attorney.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP, 865 Broad Avenue, Ridgefield, New Jersey, hereinafter called the "ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as Borough Attorney for calendar year 2012; and

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

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

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

1.     **ENGAGEMENT:** The BOROUGH hereby engages the ATTORNEY to serve as Borough ATTORNEY for calendar year 2012, or until her/his successor qualifies. The ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
  
2.     **SCOPE OF SERVICES:** The ATTORNEY shall perform all legal services for the BOROUGH as assigned by the Mayor and Council, and will interface with other attorneys engaged by the BOROUGH to handle specialized areas, such as tax appeal attorney, labor attorney and bond counsel.
  
3.     **PAYMENT FOR SERVICES:** The ATTORNEY'S fees for work performed will be divided into two categories. The ATTORNEY shall receive a retainer of \$45,600 per annum payable in biweekly or other regular installments. The retainer amount shall include compensation for the following categories of legal work to be performed by the ATTORNEY: attendance at all regular and specially scheduled Mayor and Council meetings; preparation of routine ordinances and resolutions, except as specified below; availability for and consultation with, both telephonic and in person, with individual members of the Mayor and Council and such administrative personnel as the Mayor and Council shall authorize and routine interfacing with special labor counsel and tax appeal counsel. In addition, the ATTORNEY shall be compensated on an hourly basis at the rate of \$100 per hour for ***all other legal work including but not limited to*** the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned

by the Mayor and Council; participation in regulatory matters assigned by the Mayor and Council including but not limited to the Council on Affordable Housing or such other and further entities as may be created or determined by statute regarding the necessity to provide low and middle income housing pursuant to law and applications before the BCUA that the Mayor and Council assign to the Borough Attorney; participation in redevelopment issues; and the drafting of ordinances of a non-routine nature, such as amendments to significant portions of the Borough's zoning code or other code sections. The parties agree that the ATTORNEY may have other partners in the law firm of Basile Birchwale & Pellino, LLP perform services in connection with this agreement. The ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
  - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

BASILE BIRCHWALE & PELLINO, LLP

WITNESS:

DATE:

By:\_\_\_\_\_  
Stephen F. Pellino, Esq.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 94-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that T.Y. Lin International be awarded the professional services contract to serve as the Borough Engineer for calendar year 2012; and

WHEREAS, T.Y. Lin International was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with T.Y. Lin International as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with T.Y. Lin International as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Engineer within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Engineer.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH ENGINEER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and T.Y. Lin International, 550 Broad Street, Suite 1105, Newark, New Jersey, hereinafter called the "ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed T.Y. Lin International as Borough Engineer for calendar year 2012; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the ENGINEER to serve as Borough ENGINEER for calendar year 2012, or until her/his successor qualifies. The ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the ENGINEER and all matters which by law and/or tradition should be referred to and handled by the ENGINEER.
3. **PAYMENT FOR SERVICES:** The ENGINEER'S fees for work performed will be divided into two categories. The ENGINEER shall receive a retainer of \$1,900 per month (\$22,800 per annum) which shall cover up to the first 19 hours of engineering services performed by the ENGINEER in any calendar month. To the extent that the ENGINEER provides services over and above those covered by 19 hours under the retainer, the ENGINEER shall bill for same based on the attached rate schedule. The ENGINEER shall submit appropriate vouchers on a monthly basis for those additional services rendered over and above the first 19 hours.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:
  - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ENGINEER'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

T.Y. LIN INTERNATIONAL

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 95-2012

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Insurance Agent/Risk Manager; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Insurance Agent/Risk Manager; and

WHEREAS, a duly constituted evaluation committee recommended that Alamo Insurance Group, Inc. be awarded the professional services contract to serve as the Insurance Agent/Risk Manager for calendar year 2012; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Alamo Insurance Group, Inc. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Alamo Insurance Group, Inc. as required by law.
2. This contract is awarded for the following reasons: There is a need for an Insurance Agent/Risk Manager within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Insurance Agent/Risk Manager.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH INSURANCE AGENT/RISK MANAGER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Alamo Insurance Group, Inc., 8419 Bergenline Avenue, North Bergen, New Jersey, hereinafter called the "INSURANCE AGENT/RISK MANAGER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Alamo Insurance Group, Inc. for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the INSURANCE AGENT/RISK MANAGER for professional services as Borough Insurance Agent/Risk Manager without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the INSURANCE AGENT/RISK MANAGER to serve as Borough Insurance Agent/Risk Manager for calendar year 2012, or until her/his successor qualifies. The INSURANCE AGENT/RISK MANAGER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The INSURANCE AGENT/RISK MANAGER shall perform all appropriate insurance related services for the BOROUGH, including the following:
  - A. Placing all necessary insurance coverage for the BOROUGH.
  - B. Acting, where required, as liaison between the BOROUGH and the individual carriers.
  - C. Assisting in the referral, processing and resolution of all claims by or against the BOROUGH.
  - D. Evaluating coverages and policies and making appropriate recommendations to the BOROUGH.
  - E. Consulting with, and making recommendations to the Mayor and Council on insurance related matters.
  - F. Performing such other insurance related services as may be reasonably required by the Mayor and Council from time to time.
3. **PAYMENT FOR SERVICES:** The BOROUGH and INSURANCE AGENT/RISK MANAGER agree that no direct payment shall be made by the

BOROUGH to the INSURANCE AGENT/RISK MANAGER for services rendered pursuant to this agreement. Rather, the INSURANCE AGENT/ RISK MANAGER shall be compensated under this agreement by earned premiums, paid by the individual carriers, on account of the policies placed on behalf of the BOROUGH.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH or the INSURANCE AGENT/RISK MANAGER from engaging special insurance agents or risk managers for specific matters if in the opinion of the Mayor and Council and the INSURANCE AGENT/RISK MANAGER such is necessary.
5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:
  - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the INSURANCE AGENT/RISK MANAGER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the INSURANCE AGENT/RISK MANAGER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the INSURANCE AGENT/RISK MANAGER'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

ALAMO INSURANCE GROUP, INC.

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 96-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Gregory Associates, LLC be awarded the professional services contract to serve as the Borough Planner for calendar year 2012; and

WHEREAS, Gregory Associates, LLC was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gregory Associates, LLC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gregory Associates, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Planner within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Planner.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH PLANNER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gregory Associates, LLC, 96 Linwood Plaza, Number 350, Fort Lee, New Jersey, hereinafter called the "PLANNER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gregory Associates, LLC as Borough Planner for calendar year 2012; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the PLANNER to serve as Borough PLANNER for calendar year 2012, or until her/his successor qualifies. The PLANNER hereby accepts such engagement and agrees to provide the services required under this agreement.
  
2. **SCOPE OF SERVICES:** The PLANNER shall perform all appropriate planning services for the BOROUGH, as from time to time directed by the Mayor and Council, or its designees, serving in an advisory capacity and rendering consultation and advice on matters submitted to the PLANNER for study, recommendation or comment, including professional planning services in matters relating to the New Jersey Municipal Land Use Law, local redevelopment, housing law, COAH or other similar affordable housing laws and regulations, state plan and related planning statutes and documents and will be available to prepare special planning studies at the request of the BOROUGH and/or Zoning and/or Planning Board, as well as be available to prepare documents along with testimony relating to court actions and mediation that the BOROUGH and/or Zoning and/or Planning Board may be involved in and shall request. The PLANNER shall also be available to attend public hearings, and upon the BOROUGH'S directive, informal meetings and/or discussions with applicants to review and discuss matters before the BOROUGH and/or Zoning and/or Planning Board and to provide generally administration and research of general planning services are requested by the BOROUGH under this agreement.

3. **PAYMENT FOR SERVICES:** The PLANNER'S fees for work performed shall be billed and payable on at the hourly rate of \$135. The PLANNER shall submit appropriate vouchers on a periodic basis for all such services.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
  - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PLANNER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PLANNER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PLANNER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

---

Anthony R. Suarez, Mayor

ATTEST:

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

GREGORY ASSOCIATES, LLC.

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 97-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Marlene Caride, Esq. of Gonzalez and Caride be awarded the professional services contract to serve as the Borough Prosecutor for calendar year 2012; and

WHEREAS, Marlene Caride, Esq. of Gonzalez and Caride was previously appointed Borough Prosecutor to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Prosecutor.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH PROSECUTOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Marlene Caride, Esq. of Gonzalez and Caride, having offices at 545-547 39<sup>th</sup> Street, Union City, New Jersey, hereinafter called the "PROSECUTOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Marlene Caride, Esq. as Borough Prosecutor for calendar year 2012; and

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

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

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

1.     **ENGAGEMENT:** The BOROUGH hereby engages the PROSECUTOR to serve as Borough PROSECUTOR for calendar year 2012, or until her/his successor qualifies. The PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2.     **SCOPE OF SERVICES:** The PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the PROSECUTOR in the Ridgefield Municipal Court, including being in charge of the prosecution of all matters which come before the Municipal Court.
3.     **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the PROSECUTOR for services rendered pursuant to this agreement the sum of \$12,500.00 per year.
4.     **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.
5.     **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6.     **INCORPORATION OF CERTAIN PROVISIONS:**
  - A.     The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

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

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

GONZALEZ AND CARIDE

WITNESS:

DATE:

By: \_\_\_\_\_  
Marlene Caride, Esq.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 98-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Edania Rondon, Esq. be awarded the professional services contract to serve as the Public Defender for calendar year 2012; and

WHEREAS, Edania Rondon, Esq. was previously appointed Public Defender to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Edania Rondon, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Edania Rondon, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Public Defender within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Public Defender.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH PUBLIC DEFENDER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Edania Rondon, having offices at 3700 Bergenline Avenue, Union City, New Jersey, hereinafter called the "PUBLIC DEFENDER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Edania Rondon, Esq. as Borough Public Defender for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PUBLIC DEFENDER for professional services as Borough Public Defender without competitive bid; and

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

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

1.     **ENGAGEMENT:** The BOROUGH hereby engages the PUBLIC DEFENDER to serve as Borough PUBLIC DEFENDER for calendar year 2012, or until her/his successor qualifies. The PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.
2.     **SCOPE OF SERVICES:** The PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court.
3.     **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of \$200 for each court session attended. The PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.
4.     **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.
5.     **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6.     **INCORPORATION OF CERTAIN PROVISIONS:**

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PUBLIC DEFENDER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PUBLIC DEFENDER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

WITNESS:

DATE:

\_\_\_\_\_  
EDANIA RONDON, ESQ.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 99-2012

WHEREAS, there is a need in the Borough of Ridgefield for a Substitute Prosecutor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Substitute Prosecutor; and

WHEREAS, a duly constituted evaluation committee recommended that Elsbeth J. Crusius, Esq. be awarded the professional services contract to serve as the Substitute Prosecutor for calendar year 2012; and

WHEREAS, Elsbeth J. Crusius, Esq. was previously appointed Substitute Prosecutor to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Elsbeth J. Crusius, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Elsbeth J. Crusius, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Substitute Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Substitute Prosecutor.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
SUBSTITUTE BOROUGH PROSECUTOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Elsbeth J. Crusius, Esq., having offices at 267 Summit Avenue, Hackensack, New Jersey, hereinafter called the "SUBSTITUTE PROSECUTOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Elsbeth J. Crusius, Esq. as Substitute Prosecutor for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SUBSTITUTE PROSECUTOR for professional services as Substitute Prosecutor without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the SUBSTITUTE PROSECUTOR to serve as SUBSTITUTE PROSECUTOR for calendar year 2012, or until her/his successor qualifies. The SUBSTITUTE PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SUBSTITUTE PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the SUBSTITUTE PROSECUTOR. This means that when the PROSECUTOR is unable to serve or act in a given case or at a given court session, the SUBSTITUTE PROSECUTOR will be engaged to serve as prosecutor for that case or cases.
3. **PAYMENT FOR SERVICES:** The BOROUGH has agreed to pay the total compensation package of \$12,500.00 to the PROSECUTOR. When the PROSECUTOR is unable to be serve, the SUBSTITUTE PROSECUTOR and PROSECUTOR will work out between them payment arrangements so that the BOROUGH will not be obligated for additional pay to the SUBSTITUTE PROSECUTOR.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair

and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PROSECUTOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

ATTEST:

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

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

WITNESS:

DATE:

By: \_\_\_\_\_  
ELSBETH J. CRUSIUS, ESQ.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 100-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Carl Losito, Esq. be awarded the professional services contract to serve as the Substitute Public Defender for calendar year 2012; and

WHEREAS, Carl Losito, Esq. was previously appointed Substitute Public Defender to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Carl Losito, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Carl Losito, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Substitute Public Defender within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Substitute Public Defender.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
SUBSTITUTE PUBLIC DEFENDER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Carl Losito, having offices at 75 Summit Avenue, Hackensack, New Jersey, hereinafter called the "SUBSTITUTE PUBLIC DEFENDER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Carl Losito, Esq. as Substitute Public Defender for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SUBSTITUTE PUBLIC DEFENDER for professional services as Substitute Public Defender without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the SUBSTITUTE PUBLIC DEFENDER to serve as Borough SUBSTITUTE PUBLIC DEFENDER for calendar year 2012, or until her/his successor qualifies. The SUBSTITUTE PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SUBSTITUTE PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court, where the PUBLIC DEFENDER is unable to serve.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the SUBSTITUTE PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of \$200.00 for each court session attended. The SUBSTITUTE PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SUBSTITUTE PUBLIC DEFENDER agrees to comply fully with the terms, provisions and obligations of said regulation.

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

WITNESS:

DATE:

\_\_\_\_\_  
CARL LOSITO, ESQ.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 101-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Ledesma, Diaz,  
Lopez & Noris, PC be awarded the professional services contract to serve as the Rent Leveling  
Attorney for calendar year 2012; and

WHEREAS, Ledesma, Diaz, Lopez & Noris, PC was previously appointed Rent Leveling  
Attorney to the Borough of Ridgefield for calendar year 2012; and

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

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

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

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

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

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

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
RENT LEVELING ATTORNEY

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

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ledesma, Diaz, Lopez & Noris, PC as RENT LEVELING ATTORNEY for calendar year 2012; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the RENT LEVELING ATTORNEY to serve as Borough RENT LEVELING Attorney for calendar year 2012, or until his/her successor qualifies. The RENT LEVELING ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The RENT LEVELING ATTORNEY shall perform all appropriate services on an as needed basis for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the RENT LEVELING ATTORNEY and all matters which by law and/or tradition should be referred to and handled by the RENT LEVELING ATTORNEY.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay the RENT LEVELING ATTORNEY for services rendered pursuant to this agreement the sum of \$85.00 per hour and \$125.00 per meeting. The RENT LEVELING ATTORNEY shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair

and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the RENT LEVELING ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

ATTEST:

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

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

LEDESMA, DIAZ, LOPEZ & NORIS, PC

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 102-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Mariniello & Mariniello, P.C. be awarded the professional services contract to serve as the Special Counsel for calendar year 2012; and

WHEREAS, Mariniello & Mariniello, P.C. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Mariniello & Mariniello, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Mariniello & Mariniello, P.C. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
SPECIAL COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Mariniello & Mariniello, P.C., having offices at 265 Columbia Avenue, Fort Lee, New Jersey, hereinafter called the "SPECIAL COUNSEL".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Mariniello & Mariniello, P.C. as Special Counsel for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

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

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

1.     **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2012, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2.     **SCOPE OF SERVICES:** The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.
3.     **PAYMENT FOR SERVICES:** The SPECIAL COUNSEL shall be paid at an hourly rate of \$100.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.
4.     **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5.     **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6.     **INCORPORATION OF CERTAIN PROVISIONS:**
  - A.     The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the

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

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

MARINIELLO & MARINIELLO, P.C.

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 103-2012

WHEREAS, there is a need in the Borough of Ridgefield for a Special Labor Attorney;  
and

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

WHEREAS, a duly constituted evaluation committee recommended that Chasan, Leyner and Lamparello, P.C. be awarded the professional services contract to serve as the Special Labor Attorney for calendar year 2012; and

WHEREAS, Chasan, Leyner and Lamparello, P.C. was previously appointed Special Labor Attorney to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Chasan, Leyner and Lamparello, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Chasan, Leyner and Lamparello, P.C. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special Labor Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Labor Attorney.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
SPECIAL LABOR ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Chasan, Leyner and Lamparello, P.C., having offices at 300 Harmon Meadow Boulevard, Secaucus, New Jersey, hereinafter called the "SPECIAL LABOR ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Chasan, Leyner and Lamparello, P.C. as Special Labor Attorney for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL LABOR ATTORNEY for professional services as Special Labor Attorney without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL LABOR ATTORNEY to serve as Borough SPECIAL LABOR ATTORNEY for calendar year 2012, or until her/his successor qualifies. The SPECIAL LABOR ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL LABOR ATTORNEY shall perform all appropriate legal services in connection with BOROUGH labor matters as shall be assigned to SPECIAL LABOR ATTORNEY by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL LABOR ATTORNEY shall be paid at an hourly rate of \$100.00 for all legal work in the field of labor relations as assigned to it by the Mayor and Council. The SPECIAL LABOR ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL LABOR ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL LABOR ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL LABOR ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

CHASAN, LEYNER AND  
 LAMPARELLO, P.C.

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 104-2012

WHEREAS, there is a need in the Borough of Ridgefield for a Tax Appeal Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Tax Appeal Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that George Campen, Esq. be awarded the professional services contract to serve as the Tax Appeal Attorney for calendar year 2012; and

WHEREAS, George Campen, Esq. was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with George Campen, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with George Campen, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Tax Appeal Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Tax Appeal Attorney.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
TAX APPEAL ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and George Campen, Esq., having offices at 415 32<sup>nd</sup> Street, Union City, New Jersey, hereinafter called the "TAX APPEAL ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed George Campen, Esq. as Tax Appeal Attorney for calendar year 2012; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the TAX APPEAL ATTORNEY for professional services as Tax Appeal Attorney without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the TAX APPEAL ATTORNEY to serve as Borough TAX APPEAL ATTORNEY for calendar year 2012, or until her/his successor qualifies. The TAX APPEAL ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The TAX APPEAL ATTORNEY shall perform all appropriate legal services in connection with tax appeals that are filed or are pending in connection with appeals of assessments on properties within the BOROUGH including matters before the Bergen County Board of Taxation and matters filed in the Tax Court of New Jersey.
3. **PAYMENT FOR SERVICES:** The TAX APPEAL ATTORNEY shall be paid at an hourly rate of \$90.00 for all legal work in the field of labor relations as assigned to it by the Mayor and Council. The TAX APPEAL ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other tax appeal attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the TAX APPEAL ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

WITNESS:

DATE:

\_\_\_\_\_  
GEORGE CAMPEN, ESQ.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 105-2012

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

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

WHEREAS, a duly constituted evaluation committee recommended that Ferraioli, Wielkotz, Cerullo & Cuva, P.A. be awarded the professional services contract to serve as the Borough Auditor for calendar year 2012; and

WHEREAS, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2012; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Auditor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Auditor.
3. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
4. A notice of this action shall be printed in *The Record*.

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

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH AUDITOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ferraioli, Wielkotz, Cerullo & Cuva, P.A., having offices at 401 Wanaque Avenue, Pompton Lakes, New Jersey, hereinafter called the "BOROUGH AUDITOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as Borough Auditor for calendar year 2012; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOROUGH AUDITOR to serve as BOROUGH AUDITOR for calendar year 2012, or until her/his successor qualifies. The BOROUGH AUDITOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** See attached schedule consisting of 7 pages from Ferraioli, Wielkotz, Cerullo & Cuva, P.A. dated January 6, 2012 as attached hereto and incorporated herein.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay BOROUGH AUDITOR for services rendered by BOROUGH AUDITOR for services rendered pursuant to this agreement the fees generated at the hourly rates of the personnel of BOROUGH AUDITOR as listed below, with the following estimates of total fees for assignment:

Examination of Financial Statements (including Federal and State Grants, Trust, Capital and Swim Pool Utility Funds)	\$27,500
Assistance in Preparation of Budget (not to exceed)	\$6,200
Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	\$4,500
Preparation of Official Statements (for bond sales)	\$22,000

Preparation of Official Statements (for note sales)	\$10,500
Secondary Market Disclosure Documents	\$3,500
Review of Length of Service Award Program (LOSAP)	\$3,750

Hourly Rates:

Partners:	\$135-\$175 per hour
Managers:	\$110-\$125 per hour
Senior Accountants/Supervisors:	\$75-\$100 per hour
Staff Accountants:	\$60-\$70 per hour
Administrative:	\$55 per hour

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other auditors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
  - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOROUGH AUDITOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
  - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOROUGH AUDITOR agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOROUGH AUDITOR'S services are not performed satisfactorily in accordance with this contract.

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

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

FERRAIOLI, WIELKOTZ, CERULLO &  
CUVA, P.A.

WITNESS:

DATE:

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

\_\_\_\_\_

\_\_\_\_\_

## Ferraioli, Wielkocz, Cerullo & Cuva, P.A.

Charles J. Ferraioli, Jr., MBA, CPA, RMA  
Steven D. Wielkocz, CFA, RMA  
James J. Cerullo, CPA, RMA  
Paul J. Cuva, CPA, RMA  
Thomas M. Ferry, CPA, RMA

Certified Public Accountants  
401 Wanaque Avenue  
Pompton Lakes, New Jersey 07442  
973-835-7900  
Fax 973-835-6631

Newton Office  
100B Main Street  
Newton, N.J. 07860  
973-579-3212  
Fax 973-579-7128

January 26, 2012

Honorable Members of the Borough Council  
Borough of Ridgefield  
604 Broad Avenue  
Ridgefield, NJ 07657

We are pleased to confirm our understanding of the services we are to provide for the Borough of Ridgefield for the six month period ending December 31, 2012. We will audit the financial statements of the Borough of Ridgefield as of and for the six month period ending December 31, 2012. We understand that the financial statements will be presented in accordance with the accounting principles or practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Also, the document we submit to you will include the additional information as required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey that will be subjected to the auditing procedures applied in our audit of the financial statements.

### Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the accounting principles and practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- If applicable, internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and N.J. OMB circular 04-04, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*.

**FWCC**

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing body, management, the Division of Local Government Services, Department of Community Affairs, State of New Jersey, federal and state awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; audit requirements and accounting practices as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey; if applicable, the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and N.J. OMB Circular C4-04, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or, if applicable, the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

#### **Management Responsibilities**

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the various funds and account groups of the Borough of Ridgefield, and the respective changes in financial position in conformity with accounting practices prescribed or permitted by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and, if applicable, for federal and state award programs compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. In addition, we will prepare the general ledger trial balance for use during our audit. Our preparation of the trial balance will be limited to formatting information in the Borough of Ridgefield's general ledger into a working trial balance. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

**FWCC**

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, if applicable, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when we commence the audit.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. If applicable, we will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by OMB Circular A-133 and N.J. OMB Circular 04-04, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and N.J. OMB Circular 04-04.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and, if applicable, OMB Circular A-133.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough of Ridgefield's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



If applicable, OMB Circular A-133 and N.J. OMB Circular 04-04 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and *N.J. OMB Circular 04-04* for the types of compliance requirements that could have a direct and material effect on each of Borough of Ridgefield's major programs. The purpose of those procedures will be to express an opinion on Borough of Ridgefield's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133 and N.J. OMB Circular 04-04.

**Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash reconciliations, accounts receivable, and accounts payable schedules we request and will assist our personnel in locating records selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections and sign the Data Collection Form (if applicable) that summarizes our audit findings. We will provide copies of our reports to the Borough of Ridgefield. The Data Collection Form (if applicable) and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The workpapers for this engagement are the property of Ferraioli, Wielkocz, Cerullo & Cuva, P.A. and constitute confidential information. However, we may be requested to make certain workpapers available to the Division of Local Government Services, Department of Community Affairs, State of New Jersey and any other agencies, pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Ferraioli, Wielkocz, Cerullo & Cuva, P.A. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the Division of Local Government Services, Department of Community Affairs, State of New Jersey and any other agencies. The Division of Local Government Services, Department of Community Affairs, State of New Jersey and any other agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and any other agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.



Our fees for this examination including sign off on the preparation of the official budget document are based upon the level of work hours expected to be used during the completion of these tasks. However, circumstances might be encountered or the scope of work increased, which would cause us to modify the following estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Assuming we do not encounter extraordinary problems, we agree to perform the foregoing services for the following fees:

Examination of Financial Statements (including Federal and State Grants, Trust, Capital and Swim Pool Utility Funds)	\$27,500
Assistance in Preparation of Budget (not to exceed)	6,200
Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	4,500

Attendance at budget meetings are included in the aforementioned fees.

Any additional services would be at our regular government hourly rates as follows:

Partner	\$135-\$175
Manager	110-125
Senior	75-100
Staff	60-70
Administrative	55

Our fees for assistance in preparation of official statements will be \$22,000 for bond sales and \$10,500 for note sales. Our fees for preparing Secondary Market Disclosure documents will be \$3,500 and our fees to review the Length of Service Awards Program (LOSAP) will be \$3,750.

Accordingly we will submit requests for partial payments as the work progresses.

*Government Auditing Standards* require that we provide you with a copy of our most recent Quality Control Review Report. Our latest Peer Review Report accompanies this letter.

We are pleased to have this opportunity to serve you.



January 26, 2012  
Page 7.

If this letter directly expresses your understanding, please sign the enclosed copy where indicated and return it to us.

Very truly yours,



Steven D. Wielkotz, C.P.A.  
Registered Municipal Accountant

SDW:ms

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

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

Date: \_\_\_\_\_



BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Mayor Suarez

RESOLUTION NO. 106-2012

BE IT RESOLVED that the Mayor, with the consent of the Council, appoints to the Anti-Bullying Committee

STACY RUTZ, CHAIRPERSON  
LINDA APKARIAN, VICE CHAIRPERSON

for a three (3) year term; and

JANE FORTE  
RAY RAMIREZ

for a two (2) year term; and

ZELJKA PALAIA  
JIE YOUNG WON  
ISABEL MEURER

for a one (1) year term; and

REGINA McLOUGHLIN, ALTERNATE  
KEN FREIBERG, ALTERNATE

for a one (1) year term; and

HUGO JIMENEZ, COUNCIL LIAISON  
JASON WEJNERT, POLICE DEPARTMENT LIAISON

for Calendar Year 2012.

Approved:

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

Attest:

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

COUNCIL VOTE

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

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.

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Joseph Luppino,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 13, 2012

Presented by Councilman Jimenez

RESOLUTION NO. 107-2012

BE IT RESOLVED, that warrants totaling \$2,025,716.00  
be drawn on the following accounts:

CURRENT	\$1,927,644.02
TRUST	\$73,403.81
CAPITAL	\$15,625.00
POOL	\$1,123.12
UNEMPLOYMENT FUND	\$7,920.05
TOTAL	\$2,025,716.00

COUNCIL VOTE

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

Approved:

Attest:

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

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