

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: January 24, 2011

Open Public Meetings Statement by Mayor Suarez

Work Session: 6:00 P.M. C.T.O.: 6:02 P.M. Adjourn: 7:01 P.M.

- Request from VFW regarding sign
Application Fees-Board of Adj./Planning Board
Bus Shelters
Safargar Properties Sewer Extension Permit
Proposed Changes-Sewer Laterals

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

Executive Session: 6:30 P.M. C.T.O.: 7:02 P.M. Adjourn: 7:31 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:42 P.M. Adjourn: 9:35 P.M.

Pledge of Allegiance

Invocation: Reverend Donald P. Sheehan St. Matthews Roman Catholic Church

68-2011 Mayor Suarez Proclamation-Reverend Sheehan

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-WORK SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Todd, Vincentz, Severino, Acosta, Jimenez.

ROLL CALL-EXEC. SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Todd, Vincentz, Severino, Acosta, Jimenez.

ROLL CALL-PUBLIC SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Todd, Vincentz, Severino, Acosta, Jimenez.

As advertised, hearing will be held on Ordinance No. 2158 entitled, “AN ORDINANCE TRANSFERRING THE POWERS AND JURISDICTION OF THE BOARD OF ADJUSTMENT TO THE PLANNING BOARD AND AMENDING AN ORDINANCE ENTITLED “LAND USE” OF THE CODE OF THE BOROUGH OF RIDGEFIELD AND ABOLISHING AN ORDINANCE ENTITLED BOARD OF ADJUSTMENT”

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

As advertised, hearing will be held on Ordinance No. 2159 entitled, "AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 375 "VEHICLES AND TRAFFIC" SECTION 375-6 "LIMITED DURATION PARKING AREAS" TO ADD ADDITIONAL AREAS"

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

Introduction of Ordinance No. 2160 entitled, "AN ORDINANCE ABOLISHING THE POSITION OF MUNICIPAL ADMINISTRATOR AND DEPUTY MUNICIPAL ADMINISTRATOR"

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

	Motion:	Second:
69-2011	Councilman Jimenez	Additional Holdover-Relocation Officer
70-2011	Councilman Jimenez	Settlement Stipulation-487 Shaler Boulevard
71-2011	Mayor Suarez	Appointment to Library Board
72-2011	Councilman Acosta	Hire Part-Time Employee-Municipal Court
73-2011	Mayor Suarez	Appoint Alternate Public Defender

74-2011	Councilman Jimenez	Professional Services Agreement-Insurance Agent/ Risk Manager
75-2011	Councilman Jimenez	Professional Services Agreement-Borough Auditor- REMOVED FROM AGENDA
78-2011	Councilman Jimenez	Professional Services Agreement-Borough Planner
79-2011	Councilman Jimenez	Professional Services Agreement-Borough Prosecutor
80-2011	Councilman Jimenez	Professional Services Agreement-Public Defender
81-2011	Councilman Jimenez	Professional Services Agreement-Labor Attorney
82-2011	Councilman Jimenez	Professional Services Agreement-Substitute Prosecutor
83-2011	Councilman Jimenez	Professional Services Agreement-Substitute Public Defender
84-2011	Councilman Jimenez	Professional Services Agreement-Tax Appeal Attorney

COUNCIL VOTE

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

*72, 73, 74, 78, 79, 80, 81, 82, 83, 84

**72, 73, 74, 78, 79, 80, 81, 82, 83

RESOLUTIONS:

76-2011	Councilman Jimenez	Professional Services Agreement-Bond Counsel
77-2011	Councilman Jimenez	Professional Services Agreement-Borough Engineer
85-2011	Councilman Jimenez	Warrants
86-2011	Councilman Castelli	Audiotaping Policy for Closed Session Meetings
87-2011	Councilman Acosta	Elimination of Part-Time Position
88-2011	Councilman Vincenz	Holdover-Housing Inspector
89-2011	Councilman Castelli	Authorize Signing of Safargar Properties Sewer Extension Permit Application

COMMENTS BY MAYOR:

Banner Request:

Notre Dame Interparochial School
March 18, 2011-April 16, 2011
Columbus Park

APPROVED

N.J. State Firemen's Association Membership:

John Joseph Rubino
609A Shaler Boulevard
Company No. 3

APPROVED

Andrew Chartoff
592 Hillside Street
Company No. 1

APPROVED

Dennis Bollhardt
39W Homestead Avenue
Palisades Park
Company No. 1

APPROVED

Gina Hoffman
Company No. 1

APPROVED

Raffles License Application:

St. Matthews Church
555 Prospect Avenue
50/50
March 20, 2011 – 1:15 p.m.

APPROVED

COMMENTS BY COUNCILMEN:

COMMENTS BY ADMINISTRATOR:

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

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

Respectfully submitted,

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Mayor Anthony R. Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Mayor Suarez

Proclamation
RESOLUTION NO. 68-2011

WHEREAS, REVEREND DONALD P. SHEEHAN was ordained a Priest of the Roman Catholic Church in 1968; and

WHEREAS, Father Sheehan was assigned as Pastor to Saint Matthew's Roman Catholic Church on September 1, 1999; and

WHEREAS, during his priesthood, Father Sheehan has been a member and Chaplain of the Knights of Columbus, member of Bergen County Council of Churches, and served on the Brotherhood/Sisterhood Committee; and

WHEREAS, during his tenure at Saint Matthew's Parish, Father Sheehan has been a member of the Ridgefield Clergy Association and has served as a Chaplain of the Ridgefield Volunteer Ambulance Corps; and

WHEREAS, Father Sheehan has announced his retirement after 43 years of faithful service to his Church and his parishioners.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield, on behalf of itself as the governing body and all the residents of the Borough, wish to extend sincere best wishes to the Reverend Donald Sheehan as he enters retirement.

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Ridgefield issues this Proclamation in recognition of Father Sheehan's untiring service to his Parish and to his community during his tenure at Saint Matthew's Roman Catholic Church, and wishes him a retirement filled with good health and happiness.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2158

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

“AN ORDINANCE TRANSFERRING THE POWERS AND JURISDICTION OF THE BOARD OF ADJUSTMENT TO THE PLANNING BOARD AND AMENDING AN ORDINANCE ENTITLED “LAND USE” OF THE CODE OF THE BOROUGH OF RIDGEFIELD AND ABOLISHING AN ORDINANCE ENTITLED BOARD OF ADJUSTMENT”

introduced on the 6th day of January, 2011, 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	X			
Todd		X		
Vincentz		X		
Severino		X		
Acosta	X			
Jimenez	X			
Mayor Suarez	X			

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 6, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2158

“AN ORDINANCE TRANSFERRING THE POWERS AND JURISDICTION OF THE BOARD OF ADJUSTMENT TO THE PLANNING BOARD AND AMENDING AN ORDINANCE ENTITLED “LAND USE” OF THE CODE OF THE BOROUGH OF RIDGEFIELD AND ABOLISHING AN ORDINANCE ENTITLED BOARD OF ADJUSTMENT”

WHEREAS, N.J.S.A. 40:55D-25(c) authorizes municipalities having a population of 15,000 or less to establish by Ordinance, a single nine-member Planning Board to exercise all the powers of the Planning Board and Board of Adjustment; and

WHEREAS, the Mayor and Council find that the Borough of Ridgefield has a population of less than 15,000 and that the adoption of an Ordinance establishing a joint Planning and Zoning Board is in the best interest of the Borough for reasons of economy and efficiency.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that Chapter 390 entitled “Land Use” of the Code of the Borough of Ridgefield, is hereby amended so as to consolidate all of the powers, duties, authority and jurisdiction of the Board of Adjustment of the Borough of Ridgefield with those of the Planning Board of the Borough of Ridgefield and granting the same to the latter pursuant to and in accordance with N.J.S.A. 40:55D-25 in order that it act as the sole municipal Land Use Board of the Borough and further amending and supplementing related provisions of the code to effectuate the said transition and that those portions of the aforesaid set forth below are hereby amended as follows and that those portions of the Ordinance not set forth below shall remain unchanged:

SECTION 1.

Establishment and composition.

A. There is hereby established in the Borough of Ridgefield pursuant to N.J.S.A. 40:55D-25c, as amended, a Planning Board of nine members which Board shall have the combined powers and duties of a municipal planning board and zoning board of adjustment, and consisting of four classes of members as delineated below:

(1) Class I: the Mayor or the Mayor's designee in the absence of the Mayor.

(2) Class II: one of the officials of the Borough of the municipality other than a member of the governing body, to be appointed by the Mayor, provided that if there be an Environmental

Commission, the member of the Environmental Commission who is also a member of the Planning Board as required by Section 1 of P.L. 1968, c. 245 (N.J.S.A. 40:56A-1), shall be deemed to be the Class II Planning Board member if there be among the Class IV or alternate members of the Planning Board both a member of the Board of Education.

(3) Class III: a member of the governing body to be appointed by it.

(4) Class IV: six other citizens of the Borough, to be appointed by the Mayor. The members of Class IV shall hold no other municipal office, position or employment, except that in the case of nine-member boards, one such member may be a member of the Historic Commission. No member of the Board of Education may be a Class IV member of the Planning Board, except that in the case of a nine-member board, one Class IV member may be a member of the Board of Education.

B. There is hereby established pursuant to N.J.S.A. 40:55D-23.1, four (4) alternate members of the Planning Board. Alternate members shall be appointed by the Mayor and shall meet qualifications of Class IV members. Alternate members shall be designated at the time of appointment by the Mayor as "Alternate No. 1", "Alternate No. 2", "Alternate No. 3" and "Alternate No. 4". The terms of the alternate members shall be such that the term of not more than two alternate members shall expire in any one year; provided, however, that in no instance shall the terms of the alternate members first appointed exceed two (2) years. A vacancy occurring otherwise than by expiration of term shall be filled by the Mayor for the unexpired term only.

C. Alternate members may participate in discussions of the proceedings but may not vote except in the absence of disqualification of a regular member of any class. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote. If a second alternate member is to vote, then Alternate No. 2 shall vote. If a third alternate member is to vote, then Alternate No. 3 shall vote and if a fourth alternate member is to vote, then Alternate No. 4 shall vote.

SECTION 2.

Terms of office.

A. The term of the member composing Class I shall correspond to the Mayor's official tenure, or, if the member is the Mayor's designee in the absence of the Mayor, the designee shall serve at the pleasure of the Mayor during the Mayor's official term.

B. The terms of the members composing Class II and Class III shall be for one year or terminate at the completion of their respective terms of office, whichever occurs first, except for a Class II member who is also a member of the Environmental Commission. The term of a Class II or Class IV member who is also a member of the Environmental Commission shall be for three years or terminate at the completion of his term of office as a member of the Environmental Commission, whichever occurs first.

C. The term of a Class IV member who is also a member of the Board of Education shall terminate whenever he is no longer a member of such other body or at the completion of his Class IV term, whichever occurs first. The terms all Class IV members first appointed shall be so determined that to the greatest practicable extent the expiration of such terms shall be distributed evenly over the first four years after their appointments; provided that the initial Class IV term of no member shall exceed four years. Thereafter, the Class IV term of each such member shall be four years.

SECTION 3.

Vacancies and removal from office.

If a vacancy in any class shall occur otherwise than by expiration of the Planning Board term, it shall be filled by appointment, as above provided, for the unexpired term. No member of the Planning Board shall be permitted to act on any matter in which he or she has, either directly or indirectly, any personal or financial interest. Any member other than a Class I member, after a public hearing if he or she request one, may be removed by the governing body for cause.

SECTION 4.

Officers of Planning Board; Site Plan and Subdivision Review Committee appointment and duties.

A. The Planning Board shall elect a Chairman and Vice Chairman from the members of Class IV, and select a Secretary, who may or may not be a member of the Planning Board or a municipal employee.

B. The Chairman of the Planning Board may appoint a Site Plan and Subdivision Review Committee for the purpose of reviewing all applications for preliminary subdivision and site plan approvals and all applications for approval of use variances submitted in relation to applications for preliminary subdivision and site plan approval, making reports and recommendations to the Planning Board, and performing such other duties as may be conferred upon it by the Board. The Committee's membership shall be composed of members of the Planning Board, designated professional employees of the Borough, Planning Board consultants, and/or representatives of such other agencies as shall be designated by the Board.

SECTION 5.

Experts and staff.

The Planning Board may employ or contract for and fix compensation of a Planning Board Attorney and experts, staff personnel and other services as it may deem necessary, the amount appropriated by the governing body for its use.

SECTION 6.

Powers and duties generally.

The Planning Board is authorized to adopt bylaws governing its procedural operation and in accordance with provisions of N.J.S.A. 40:55D-1 et seq., it shall also have the following powers and duties of a Planning Board:

A. To prepare and, after public hearing, adopt or amend a Master Plan or component parts thereof, to guide the use lands within the Borough in a manner which protects public health and safety and promotes the general welfare, in accordance with the provisions of N.J.S.A. 40:55D-28.

B. To administer provisions of all development regulations of the municipality, including subdivision control and site plan review, in accordance with the provisions of said regulations and the Municipal Land Use Law of 1975, N.J.S.A. 40:55D-1 et seq., as amended.

C. When reviewing applications for approval of subdivision plats, site plans or conditional uses:

(1) To grant:

(a) Direction pursuant to N.J.S.A. 40:55D-34 for issuance of a permit for a building or structure in the bed of a mapped street or public drainage way, flood control basin or public area reserved pursuant to N.J.S.A. 40:55D-32.

(b) Direction pursuant to N.J.S.A. 40:55D-36 for issuance of permit for a building or structure not related to a street.

(2) Whenever relief is requested pursuant to this subsection, notice of a hearing on the application for development shall include reference to the request for a variance or direction for issuance of a permit, as the case may be.

D. To participate in the preparation and review of programs or plans required by state or federal law or regulation.

E. To assemble data on a continuing basis as part of a continuing planning process.

F. To annually prepare a program of municipal capital improvement projects projected over a term of six years, and amendments thereto, and recommend same to the governing body.

G. Pursuant to N.J.S.A. 40:55D-25(c), the Planning Board shall exercise, to the same extent and subject to the same restriction, all powers of a Zoning Board of Adjustment, including but not limited to those powers and duties prescribed by law to a Board of Adjustment pursuant to N.J.S.A. 40:55D-70 and N.J.S.A. 40:55D-776. In exercising the powers of the Board of Adjustment, the Class I and Class III members of the Planning Board shall not participate in the consideration of applications for development which involve relief pursuant to Subsection d of Section 57 of P.L. 19775, c. 291 (N.J.S.A. 40:55D-70, as amended), including:

(1) Hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, decision or refusal made by an administrative officer based on or made in the enforcement of the Zoning Ordinance;

(2) Hear and decide requests for interpretation of the zoning map or ordinance or for decision upon other special questions upon which such board is authorized to pass by any Zoning or Official Map Ordinance, in accordance with N.J.S.A. 40:55D-1 et seq., as amended, or any other development regulation;

(3) Grant variance from regulations:

(a) Where by reason of exception narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, or by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon, the strict application of any regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon the developer of such property, grant, upon application or an appeal relating to such property, a variance from such strict application of such regulation so as to relieve such difficulties and hardship;

(b) Where in an application or appeal relating to a specific piece of property the purposes of this chapter would be advanced by a deviation from the Zoning Ordinance requirements and the benefits of the deviation would substantially outweigh any detriment, grant a variance to allow departure from said regulations; provided, however, that no variance from those departures enumerated in Subsection D of this section shall be granted under this subsection; and

(4) In particular cases for special reasons, grant variance to allow departure from this chapter to permit:

(a) A use or principal structure in a district restricted against such use or principal structure;

(b) An expansion of a nonconforming use;

(c) Deviation from a specification or standard pursuant to N.J.S.A. 40:55D-67 pertaining solely to a conditional use;

(d) An increase in the permitted floor area ratio as defined in N.J.S.A. 40:55D-4;

(e) An increase in the permitted density as defined in this chapter, except as applied to the required lot area for a lot or lots for detached one- or two-dwelling-unit buildings, which lot or lots are either an isolated undersized lot or lots resulting from a minor subdivision; or

(f) A height of a principal structure which exceeds by 10 feet or 10% the maximum height permitted in the district for a principal structure.

(5) A variance under this subsection shall be granted only by affirmative vote of at least two-thirds of the full authorized membership of this board.

(6) In exercising the above mentioned powers the Planning Board, as the Board of Adjustment, may, in conformity with the provisions of N.J.S.A. 40:55D-1 et seq., or amendments thereto or subsequent statutes applying, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and make sure other requirements, decisions or determination as ought to be made, and to that end have all the powers of the administrative officer from whom the appeal was taken.

H. To consider and make report to the governing body within 35 days after referral as to any proposed development regulation submitted to it pursuant to the provisions of N.J.S.A. 40:55D-26a, and also pass upon other matters specifically referred to the Planning Board by the governing body pursuant to the provisions of N.J.S.A. 40:55D-26b.

I. To carry out the provisions set forth in this chapter for the preservation of historic resources.

J. To perform such other advisory duties as are assigned to it by ordinance or resolution of the governing body for the aid and assistance of the governing body or other agencies and officers of the municipality.

SECTION 7.

Rules and regulations.

The Board shall adopt such rules and regulations as may be necessary to carry into effect the provisions and purposes of this chapter. In the issuance of subpoenas, administration of oaths and taking of testimony, the provisions of the County and Municipal Investigation Law (N.J.S.A. 2A:67A-1 et seq.) shall apply.

SECTION 8.

Conflicts of interest.

No member of the Planning Board shall act on any matter in which he or she has, either directly or indirectly, any personal or financial interest. Whenever any such member shall disqualify himself or herself from acting on a particular matter, he or she shall not continue to sit with the Board on the hearing of such matter nor participate in any discussion or decision relating thereto. This would include voting on a memorializing resolution relating to the such matter and the decision thereon.

SECTION 9.

Meetings.

A. Meetings of the Planning Board shall be scheduled no less often than once a month and any meeting so scheduled shall be held as scheduled unless canceled for lack of applications for development to process or appeals to be heard and decided.

B. Special meetings may be provided for at the call of the Chairman or on the request of any two Board members, which shall be held on notice to the Board's members and the public in accordance with all applicable legal requirements.

C. No action shall be taken at any meeting without a quorum present.

D. All actions shall be taken by majority vote of the members present at the meeting except as otherwise required by any provisions of N.J.S.A. 40:55D-1 et seq. Failure of a motion to receive the number of votes required to approve an application for development or appeal pursuant to the exceptional vote requirements of N.J.S.A. 40:55D-34 and 40:55D-67d shall be deemed an action denying the application.

E. All regular meetings and all special meetings shall be open to the public. Notice of all such meetings shall be given in accordance with the requirements of the Open Public Meetings Act (N.J.S.A. 40:4-6 et seq.). An executive session for the purpose of discussion and studying matters to come before the Board shall not be deemed regular or special meetings in accordance with the provisions of N.J.S.A. 40:55D-9.

SECTION 10.

Zoning Board of Adjustment

The Article entitled Zoning Board of Adjustment, is hereby deleted in its entirety.

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:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Vincentz

ORDINANCE NO. 2159

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

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 375 “VEHICLES AND TRAFFIC” SECTION 375-6 “LIMITED DURATION PARKING AREAS” TO ADD ADDITIONAL AREAS”

introduced on the 10th of January, 2011, 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	X			
Todd	X			
Vincentz	X			
Severino	X			
Acosta	X			
Jimenez	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 10, 2011

Presented by Councilman Vincentz

ORDINANCE NO. 2159

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 375 “VEHICLES AND TRAFFIC” SECTION 375-6 “LIMITED DURATION PARKING AREAS” TO ADD ADDITIONAL AREAS”

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, being the governing body thereof, 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 as follows:

§ 375-6 Limited duration parking areas.

...

C. Parking is hereby prohibited on the following streets or parts thereof in the Borough of Ridgefield between the hours of 8:30 a.m. and 4:30 p.m. for a period longer than 30 minutes:\

(1) On the westerly side of Shaler Boulevard between the intersection of Banta Place and the intersection of the first driveway to the apartment complex just north of the intersection of Banta Place, but only in those areas along that section of Shaler Boulevard where parking is permitted.

(2) On the northerly side of Edgewater Avenue beginning at a point 25 feet west from the point where said northern curblineline of Edgewater Avenue intersects with the western curblineline of Oritan Avenue and continuing in a westerly direction along Edgewater Avenue a distance of 82 feet to 107 feet.

(3) On the easterly side of Bergen Boulevard beginning at a point 34 feet north from the point where said easterly curb line of Bergen Boulevard intersects with the northerly curb line of Washington Avenue and continuing in a northerly direction along Bergen Boulevard a distance of 162 feet to 196 feet with the exception of a 16 foot area needed for a private driveway for access to a garage door.

...

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:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2160

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

“AN ORDINANCE ABOLISHING THE POSITION OF MUNICIPAL ADMINISTRATOR
AND DEPUTY MUNICIPAL ADMINISTRATOR”

introduced on the 24th of January, 2011, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 14th day of February, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

ORDINANCE NO. 2160

“AN ORDINANCE ABOLISHING THE POSITION OF MUNICIPAL ADMINISTRATOR
AND DEPUTY MUNICIPAL ADMINISTRATOR”

WHEREAS, Borough ordinances currently provide for the positions of Borough Administrator and Deputy Administrator; and

WHEREAS, the Mayor and Council are concerned about the cost effectiveness of the present system and its efficiency; and

WHEREAS, the Mayor and Council is desirous of abolishing the position of Municipal Administrator and Deputy Municipal Administrator, where administration functions of the Borough are centered on one individual, the Administrator; and

WHEREAS, the Mayor and Council is desirous of replacing this system instead with a system whereby several individuals, would divide responsibilities for various functions of the Borough's management;

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

Section I:

Article IV of the Code of the Borough of Ridgefield be, and hereby is, amended as follows:

The existing provisions of Article IV, including Code Section 66-12 through 66-18, be and hereby are deleted in their entirety.

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

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 69-2011

BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield continues the appointment of Bernard McHugh as Relocation Officer of the Borough of Ridgefield until the transition to County of Bergen is complete.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 70-2011

WHEREAS, the Bergen County Board of Taxation has approved the settlement stipulation for an adjusted Improvement assessment on Block 2703 Lot 3.01, also known as 487 Shaler Boulevard, for the year 2010.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Lofaro Developers, LLC be issued a refund in the amount of \$834.42;

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$834.42 made payable to Brach Eichler, LLC and Lofaro Developers, LLC and mailed to 101 Eisenhower Parkway, Roseland, New Jersey 07068

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Mayor Suarez

RESOLUTION NO. 71-2011

WHEREAS, a vacancy has occurred on the present membership of the Library Board;
and

WHEREAS, the Mayor and Council wishes to fill that vacancy;

NOW, THEREFORE, BE IT RESOLVED by the Mayor, with the advice and consent of the Council, hereby appoints Catherine Suarez to fill the vacancy on the Board created by the resignation of Frank Pellino. Further, Frank Pellino be and hereby is appointed as the Mayor's alternate to the Library Board.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Acosta

RESOLUTION NO. 72-2011

WHEREAS, there is a need for additional help in the Ridgefield Municipal Court;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough shall hire Lizette Torrez as a worker to be assigned to the Municipal Court on a part time basis at the rate of \$10.00 per hour, subject to a certification by the Borough's Chief Financial Officer as to the availability of funds for same.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Mayor Suarez

RESOLUTION NO. 73-2011

BE IT RESOLVED, that the Mayor and Council appoints:

CARL LOSITO

as Alternate Public Defender for calendar year 2011.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 74-2011

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 2011; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 2011; 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 2011, 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,
Acting Borough Clerk

ALAMO INSURANCE GROUP, INC.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 75-2011

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 Garbarini & Co., P.C. be awarded the professional services contract to serve as the Borough Auditor for calendar year 2011; and

WHEREAS, Garbarini & Co., P.C. was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2011; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Garbarini & Co., 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 Garbarini & Co., P.C. 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

REMOVED FROM AGENDA

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 Garbarini & Co., P.C., having offices at Division Avenue and Route 17 South, Carlstadt, New Jersey, hereinafter called the "BOROUGH AUDITOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Garbarini & Co., P.C. as Borough Auditor for calendar year 2011; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the 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 2011, 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 pages 1, 2 and 3 of correspondence dated January 13, 2011 from Garbarini & Co., P.C. to the BOROUGH.

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:

TY Audit	\$32,500.00
TY Annual Debt Statement	\$1,750.00
TY Annual Financial Statement	\$7,500.00
TY Annual Budget (not to exceed)	\$6,500.00
TY Secondary Market disclosures filled with the Municipal Securities Rulemaking Board for posting on "EMMA", the electronic municipal market access, the official source for municipal disclosures and market data	\$2,500.00

The fee for the TY Review Engagements will be as follows for the year ended TY (July 1, 2011 – December 31, 2011):

TY Review of Deferred Compensation Plan	\$2,750.00
TY Review of L.O.S.A.P.	\$2,500.00

Hourly Rates:

Partners:	\$140 to \$170 per hour
Managers:	\$100 to \$125 per hour
Senior Accountants/Supervisors:	\$80 to \$100 per hour
Staff Accountants:	\$70 to \$80 per hour
Other Personnel:	\$45 per hour

5. 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,
Acting Borough Clerk

GARBARINI & CO., P.C.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 76-2011

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 2011; and

WHEREAS, Gibbons, P.C. was previously appointed Bond Counsel to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 2011; 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 2011, 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.

6. 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

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Prina,
Acting Borough Clerk

GIBBONS, P.C.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 77-2011

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/Medina be awarded the professional services contract to serve as the Borough Engineer for calendar year 2011; and

WHEREAS, T.Y. Lin International/Medina was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2011; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with T.Y. Lin International/Medina 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/Medina 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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/Medina, 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/Medina as Borough Engineer for calendar year 2011; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the 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 2011, 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 23 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 23 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 23 hours.

7. **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,
Acting Borough Clerk

T.Y. LIN INTERNATIONAL/MEDINA

WITNESS:

DATE:

By: _____

HOURLY RATE SCHEDULE FOR CONTRACT
BETWEEN BOROUGH OF RIDGEFIELD AND
T.Y. LIN INTERNATIONAL/MEDINA

	<u>Hourly Billing Rate</u>
Borough Engineer	\$140.00
Licensed Professional	\$125.00
Senior Designer	\$110.00
Senior Construction Inspector	\$105.00
Construction Inspector	\$ 90.00
Technician	\$ 80.00
Survey Crew (2-person)	\$160.00

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 78-2011

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 2011; and

WHEREAS, Gregory Associates, LLC was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 2011; 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 2011, 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.

8. 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

ATTEST:

Anthony R. Suarez, Mayor

Linda M. Prina, Acting Borough Clerk

GREGORY ASSOCIATES, LLC.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 79-2011

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 2011; and

WHEREAS, Marlene Caride, Esq. of Gonzalez and Caride was previously appointed Borough Prosecutor to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 39th 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 2011; 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 2011, 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.
9. **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,
Acting Borough Clerk

GONZALEZ AND CARIDE

WITNESS:

DATE:

By: _____
Marlene Caride, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 80-2011

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 2011; and

WHEREAS, Edania Rondon, Esq. was previously appointed Public Defender to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 2011; 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 2011, 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 \$200.00 for each court session attended. The PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.

10. **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,
Acting Borough Clerk

WITNESS:

DATE:

EDANIA RONDON, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 81-2011

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 2011; and

WHEREAS, Chasan, Leyner and Lamparello, P.C. was previously appointed Special Labor Attorney to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 2011; 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 2011, 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.

11. **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,
Acting Borough Clerk

CHASAN, LEYNER AND
LAMPARELLO, P.C.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 82-2011

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 2011; and

WHEREAS, Elsbeth J. Crusius, Esq. was previously appointed Substitute Prosecutor to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 2011; 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 2011, 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.
12. **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,
Acting Borough Clerk

WITNESS:

DATE:

By: _____
ELSBETH J. CRUSIUS, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 83-2011

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 Gregg Paster, Esq. be awarded the professional services contract to serve as the Substitute Public Defender for calendar year 2011; and

WHEREAS, Gregg Paster, Esq. was previously appointed Substitute Public Defender to the Borough of Ridgefield for calendar year 2011; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gregg Paster, 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 Gregg Paster, 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 Gregg Paster, having offices at 18 Railroad Avenue, Rochelle Park, New Jersey, hereinafter called the "SUBSTITUTE PUBLIC DEFENDER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gregg Paster, Esq. as Substitute Public Defender for calendar year 2011; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the 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 2011, 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.

13. **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,
Acting Borough Clerk

WITNESS:

DATE:

GREGG PASTER, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 84-2011

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 2011; and

WHEREAS, George Campen, Esq. was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2011; 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. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting 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 32nd 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 2011; 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 2011, 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 \$85.00 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.

14. **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,
Acting Borough Clerk

WITNESS:

DATE:

GEORGE CAMPEN, ESQ.

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

Joseph Luppino,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 85-2011

BE IT RESOLVED, that warrants totaling \$3,022,198.67
be drawn on the following accounts:

CURRENT	\$3,005,838.82
TRUST	\$11,360.02
CAPITAL	\$3,669.37
POOL	\$163.80
DOG LICENSE	\$1,166.66
TOTAL	\$3,022,198.67

COUNCIL VOTE

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

*41781 through 41789
CHECK 77382 AND 77383 REMOVED

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Castelli

RESOLUTION NO. 86-2011

WHEREAS, the Borough has the policy of audiotaping all closed session meetings of the Mayor and Council of the Borough of Ridgefield; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wish to amend said policy;

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

1. From this point forward, the Borough Clerk shall no longer audiotape closed Executive Session meetings of the Mayor and Council of the Borough of Ridgefield.
2. The Borough Clerk shall take notes by hand at the closed Executive Session meetings of the Mayor and Council from which she shall prepare minutes of those meetings.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Acosta

RESOLUTION NO. 87-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the part-time position currently held by Doris Kedes be eliminated effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Vincentz

RESOLUTION NO. 88-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Gregory Yfantis be appointed as Housing Inspector through February 14, 2011.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2011

Presented by Councilman Castelli

RESOLUTION NO. 89-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the appropriate Borough Official be and is hereby authorized to sign the Safargar Properties Sewer Extension Permit Application.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk