

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: June 13, 2011

Open Public Meetings Statement by Mayor Suarez

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

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

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

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

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of January 24, 2011 Work Session Meeting, February 28, 2011 Work Session Meeting, February 28, 2011 Public Session Meeting and March 7, 2011 Special Public Session Meeting

Introduction of Ordinance No. 2178 entitled, “PAY TO PLAY REFORM ORDINANCE”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2179 entitled, “AN ORDINANCE ESTABLISHING A TRAFFIC CONTROL SIGNAL MONITORING SYSTEM”

First Reading of Ordinance

ROLL CALL-PUBLIC SESSION

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

ROLL CALL-EXEC. SESSION

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

Roll Call

PROPOSED CONSENT AGENDA:

	Motion:	Second:
194-2011	Councilman Jimenez	Authorizing to Advertise for RFQs for Auditing Services for Six Month Conversion Year
195-2011	Councilman Castelli	Hire 2011 Summer Playground Personnel
196-2011	Councilman Castelli	Rescind Award of Contract-July 4 Ever/Award Contract-International Fireworks
197-2011	Councilman Jimenez	Redemption of Tax Title Lien #10-06
198-2011	Councilman Jimenez	100% Disabled Veteran Deduction-Block 2703, Lot 24
199-2011	Councilman Jimenez	Overpayment of Taxes 2 nd Quarter 2011
200-2011	Councilman Jimenez	Redemption of Tax Title Lien #09-01
201-2011	Councilman Jimenez	Ratify and Confirm Council's Prior Authorization for the Mayor and CFO to Execute the Reversion to Calendar Year Budget Acknowledgment and Agreement
202-2011	Councilman Jimenez	Exceed Bid Threshold-Firefighter Protective Clothing & Equipment
203-2011	Councilman Castelli	Authorize Agreement between County of Bergen and Borough of Ridgefield for Donation of Fire Safety Trailer to Ridgefield
204-2011	Councilman Jimenez	Tax Appeal Settlement-Block 3104, Lot 2
205-2011	Councilman Acosta	Authorize Preparation/Advertisement of RFPs for Traffic Control Signal Monitoring System
206-2011	Councilman Castelli	Hire Additional Swim Pool Personnel
207-2011	Mayor Suarez	Arbor Day Proclamation

COUNCIL VOTE

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

RESOLUTIONS:

208-2011 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

Coin Toss Request:

American Legion
Saturday, July 9, 2011

COMMENTS BY COUNCILMEN:

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

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

Respectfully submitted,

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 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 June 13, 2011

Presented by Mayor Suarez

ORDINANCE NO. 2178

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

“PAY TO PLAY REFORM ORDINANCE”

introduced on the 13th day of June, 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 27th day of June, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Mayor Suarez

ORDINANCE NO. 2178

“PAY TO PLAY REFORM ORDINANCE”

WHEREAS, the practice of “pay to play”, whereby professionals and business entities are awarded contracts on account of political donations, is a practice to be discouraged and prevented; and

WHEREAS, the State of New Jersey has adopted certain “pay to play” legislation, which the Mayor and Council deems to be not sufficiently stringent; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to place the Borough in the vanguard of municipalities taking stringent action to discourage “pay to play” activities; and

WHEREAS, it is in the best interests of the Mayor and Council of the Borough of Ridgefield that the Borough adopt a strict Pay to Play Ordinance, more stringent than even the existing statute in the State of New Jersey;

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

Section I:

There is hereby established, by and within the Code of the Borough of Ridgefield, a new chapter to be entitled “Pay to Play Reform Ordinance”, and to receive a numbered chapter designation to be selected by the Borough’s Code publisher, and to read as follows:

§ - 1: Prohibition on awarding public contracts to certain contributors.

A. To the extent that it is not inconsistent with state or federal law, the Borough of Ridgefield and any of its purchasing agents or departments or instrumentalities of the municipality thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or vendor, including those awarded pursuant to any process including “a fair and open process”, if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to (i) a campaign committee of any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Borough of Ridgefield or County party committee, or (iii) to any candidate committee, political action

committee (PAC) or continuing political committee (CPC) that engages in, or whose primary purposes is the support of municipal or county elections and/or municipal or county parties in excess of the thresholds specified in subsection (d) within two (2) calendar years immediately preceding the date of the contract or agreement.

B. No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement (including non-emergency contracts awarded by 40A:11 et. seq. or the “fair and open” process pursuant to 19:44A-20 et. seq.) with the municipality or any departments thereof, for the rendition of professional services or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Borough of Ridgefield or county party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary-purpose is the support of municipal or county elections and/or municipal or county parties, between the time of first communication between the professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

C. For purposes of this Article, a “professional business entity” and a “vendor”, seeking a public contract shall mean an individual including the individual’s spouse, if any, and any child living at home, person, firm, corporation, professional corporation, partnership, or organization, or association. The definition of a business entity and vendor includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

D. Any individual meeting the definition of “professional business entity” and a “vendor”, under this section may annually contribute a maximum of five hundred dollars (\$500) each for any purpose to any candidate for mayor or governing body, or five hundred dollars (\$500) to the Borough of Ridgefield party committee, or five hundred dollars (\$500) to the County party committee or to a PAC or candidate committee or CPC referenced in this Article without violating Subsection A of this section. However, any group of individuals meeting the definition of “professional business entity” or “vendor” under this section, including such principals, partners, and officers of the entity or vendor in the aggregate, may not annually contribute for any purpose in excess of two thousand dollars (\$2,000) to all Borough of Ridgefield candidates and office holders with ultimate responsibility for the award of the contract, and all Borough of Ridgefield or County political parties, candidate committee, PAC’s and CPC’s referenced in this Article combined, without violating Subsection A of this section.

E. For purposes of this section, the office that if considered to have ultimate responsibility for the award of the contract shall be:

(1) The Borough of Ridgefield Mayor or governing body, if the contract requires approval or appropriation from the Mayor or governing body.

(2) The Mayor of the Borough of Ridgefield, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

§ ____ - 2: Contributions made prior to the effective date.

No contribution of money or any other thing of value, including in-kind contribution, made by a professional business entity or vendor to any Borough of Ridgefield candidate for Mayor or governing body, or Borough of Ridgefield or county party committee, candidate committee, PAC or CPC referenced in this ordinance shall be deemed a violation of this ordinance, nor shall an agreement for property, goods or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of this ordinance.

§ ____ -3: Contribution statement by professional business entity.

A. Prior to awarding any contract or agreement to procure services with any professional business entity and any contract or agreement procure goods and services from a vendor, the Borough of Ridgefield or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offer or has not made a contribution in violation of Section 1 of this Article.

B. The professional business entity and vendor shall have a continuing duty to report any violations of this Article that may occur during the negotiation, proposal process or duration of a contract. The certification required under this section shall be made prior to entry into the contract or agreement with the Borough of Ridgefield, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certification that may be required by any other provision of law.

§ ____ -4: Return of excess contributions.

A professional business entity, vendor, or municipal candidate or office holder, or Borough of Ridgefield or county party committee, candidate committee, PAC or CPC referenced in this Article, may cure a violation of Section 1 of this Article, if, within thirty (30) days after the general election, the professional business entity or vendor notifies the municipality in writing and seeks and receives reimbursement of the contribution from the relevant municipal candidate or office holder, Borough of Ridgefield or county political party, candidate committee, PAC or CPC referenced in this Article.

§ ____ -5: Penalty.

A. It shall be a breach of the terms of the Borough of Ridgefield professional service agreement or agreement for goods or services for a business entity to (i) make or solicit a contribution in violation of this Article; (ii) knowingly conceal or misrepresent a contribution

given or received; (iii) make or solicit contribution through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of the Borough of Ridgefield; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this Article; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange or contributions to circumvent the intent of this Article; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restriction of this Article.

B. Furthermore, any professional business entity who violates Subsection A (ii-viii) shall be disqualified from eligibility for future Borough of Ridgefield contracts for a period of four (4) calendar years from the date of the violation.

§ ____-6: Notice to business entity.

The Borough of Ridgefield and any of its purchasing agents or departments or instrumentalities of the municipality shall provide all business entities or vendors seeking to provide services or goods to the Borough a statement describing the requirements of this Article and a statement that compliance with the Article shall be binding upon the parties thereto upon submission of a proposal. Providing the business entity or vendor with a copy of this Article shall satisfy the requirements of this section.

§ _____-7: Severability:

A. If any provision of this Article, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Article to the extent it can be given effect or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Article are severable.

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 June 13, 2011

Presented by Councilman Acosta

ORDINANCE NO. 2178

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

“AN ORDINANCE ESTABLISHING A TRAFFIC CONTROL SIGNAL
MONITORING SYSTEM”

introduced on the 13th day of June, 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 27th day of June, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Acosta

ORDINANCE NO. 2178

“AN ORDINANCE ESTABLISHING A TRAFFIC CONTROL SIGNAL
MONITORING SYSTEM”

WHEREAS, pursuant to N.J.S.A 39:4-8.12, et. seq., , the Legislature of the State of New Jersey has determined that the installation of a traffic control signal monitoring system by municipalities complementing local law enforcement could serve as an effective tool in encouraging drivers to observe and obey traffic control devices at intersections, thereby increasing traffic flow and pedestrian safety; and

WHEREAS, the Borough of Ridgefield is desirous of installing traffic control signal monitoring systems at various intersections within the Borough of Ridgefield; and

WHEREAS, the Borough has determined that adoption of the Ordinance is in the best interests of the health, safety and welfare of the Borough and its residents.

NOW, THEREFORE, be it ordained by the Mayor and Council of the Borough of Ridgefield as follows:

Section I. There is hereby established by and within the Borough of Ridgefield a traffic control signal monitoring system as provided herein.

§1. Installation.

(a) The Borough of Ridgefield hereby determines to install and utilize a traffic control signal monitoring system (“System”) at various intersections within the Borough of Ridgefield as approved by the Commissioner of Transportation pursuant to the Act.

(b) The System to be installed shall be approved by the Governing Body by resolution.

(c) The Borough shall have the authority to enter into a contract, following a lawful procurement process, for the installation of the System. Any contract that shall contain provisions contrary to the Act shall not be deemed invalid but rather reformed to conform to the Act.

(d) The signs notifying drivers that a System is being utilized shall be approved by the municipal engineer, and shall be placed on each street converging into the affected intersection as required by the Act.

(e) The Municipal Engineer shall inspect and certify the System at least once every six (6) months from the date of its installation.

§2. Issuance of a Summons.

The Police Department of the Borough of Ridgefield shall review the recorded images produced by the System, to determine whether sufficient evidence exists demonstrating that a traffic control signal violation has occurred and shall issue a Summons when appropriate in accordance with the rules of the Court.

§3. Use of Recorded Images.

(a) Except as otherwise provided in this section, the recorded images produced by the System shall be available for the exclusive use of the Police Department for the purpose of discharging his or her duties under P.L. 2007, Ch. 384.

(b) Any recorded image or information produced in connection with the System shall not be deemed a public record under N.J.S.A. 47:1A-1 *et seq.*, or common law. The recorded images shall not be: (i) discoverable as a public record by any person, entity, or governmental agency, except upon a subpoena issued by a grand jury or a court order in a criminal matter, or (ii) offered as evidence in any civil or administrative proceeding not directly related to a traffic control signal violation.

(c) Any recorded image or information collected in connection with a traffic control signal violation shall not be retained after sixty (60) following the collection of any fine or penalty.

(d) If a summons is not issued within forty (40) business days following the traffic control signal violation, all recorded images and any information collected with respect to the traffic control signal violation shall be removed by the Police Department within two (2) business days.

(e) The Borough of Ridgefield shall certify compliance of this Section by filing a report to with the Commissioner of Transportation in accordance with the Act.

§4. Owner's Liability.

The liability of the Owner and Operator of a motor vehicle for a traffic control signal violation summons pursuant to the System shall be joint subject to provisions of the Act.

§5. Fines.

Any person liable for a traffic control signal violation shall be liable for the fines and penalties as proscribed by statute. Pursuant to the provisions of N.J.S.A. 39:4-8.20, the full amount of fines assessed for violations of N.J.S.A. 39:4-81 shall be paid to the financial officer of the Borough of Ridgefield unless the Board of Chosen Freeholders in the County of Bergen has elected to pay one-half of the cost of the installation, maintenance and administration of the traffic control signal monitoring system, in which case the fine will be split with the county.

Violation	\$150
Late Fee	\$30

§6. Additional Terms.

This Ordinance is contingent upon approval by the Commissioner of Transportation as provided by statute, and further contingent upon the Borough's award of a contract for the installation, operation

and maintenance of the traffic control signal monitoring system, and the implementation of same. In all other respects, the program established by this Ordinance shall be operated in conformity with all applicable statutes, rules and regulations.

Section II. Repealer.

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

Section III. Severability.

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 194-2011

WHEREAS, the Borough of Ridgefield has determined to convert from a fiscal year to a calendar year for state budget purposes; and

WHEREAS, there will accordingly be a need for auditing services for the six month conversion year from July 1, 2011 to December 31, 2011; and

WHEREAS, the Borough wishes to conduct a fair and open process in appointing such an auditor;

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

1. The Borough Clerk be, and she hereby is, authorized and directed to advertise a request for qualifications for auditing services for the six-month conversion year running from July 1, 2011 to December 31, 2011.
2. The Borough Attorney be, and he hereby is, authorized and directed to assist the Borough Clerk in drafting the RFQ.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Castelli

RESOLUTION NO. 195-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following hired as Summer Playground Personnel for the 2011 season at the hourly rate indicated:

Emily Pascali	\$ 7.25	s/s	Anthony Bartole	\$ 7.25	s/s
Alyssa Benitez	\$ 7.75		Justin DeMott	\$ 8.90	
Angela DeMaio	\$ 7.75		Katerina DiCicca	\$ 8.40	
Billy Pych	\$ 7.75		Joseph Biggiani	\$ 7.25	s/s
Brandon Estrella	\$ 8.00		Kelly Kowatch	\$ 9.00	
Barbara Chritis	\$ 7.25	s/s	Kendall Romaine	\$ 7.75	
Chelsea Clough	\$ 7.75		Kyle Skelley	\$ 8.90	
Chris Park	\$ 8.00		Luis Ricon	\$ 7.75	
Christian DeEsposito	\$ 8.00		Melanie Yakoubian	\$ 7.25	
Christopher Forbes	\$ 9.00		Mark Barroso	\$ 9.00	
Jessica Pych	\$ 7.25	s/s	Matt Biggiani	\$ 7.75	s/s
Michele Villalba	\$ 7.25	s/s	Matt Mattera	\$ 7.75	s/s
Stefanos Kolkitos	\$ 7.25	s/s	Max Xie	\$ 8.00	
Darek Wajda	\$ 7.75		Melissa Cahill	\$ 8.90	
Malanie Yakoubian	\$ 7.25		Michael Cavigliano	\$ 8.00	
Devin Salazar	\$ 7.75		Michael Hall	\$ 8.00	
Diana Beretin	\$ 8.00		Michael Larkin	\$ 8.00	
Elizabeth Reich	\$ 8.40		Michelle Brady	\$ 8.40	
Erika Becker	\$ 8.90		Nicole Atiencia	\$ 7.75	
Frank Pellino	\$ 7.75	s/s	Nicole Penabad	\$ 8.00	
Gina Hoffman	\$ 8.40		Patrick Gibaldi	\$ 7.75	s/s
Gwen Roos	\$ 8.50		Rudy Chavez	\$ 7.75	
Carly Cassese	\$ 7.25	s/s	Ryan Thompson	\$ 8.40	
Jared Farra	\$ 8.40		Scott Rush	\$ 7.75	s/s
Jenna Farra	\$ 7.75		Shauna Mulroy	\$ 8.40	
Jessica Clough	\$ 7.75		Stephanie Addeo	\$ 9.00	
Gavin Salazar	\$ 7.25	s/s	Steven Garcia	\$ 8.90	
Joey DiCicca	\$ 7.75		Sunny Cekic	\$ 7.75	
Joseph DePeirro	\$ 7.75		Tyler Neira	\$ 7.75	
Stephen Castel	\$ 7.25	s/s	Zachary Durkin	\$ 7.75	

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Castelli

RESOLUTION NO. 196-2011

WHEREAS, the Borough of Ridgefield previously awarded a contract for the July 4th fireworks display for the Borough of Ridgefield (to be held July 1, 2011) to the company July 4 Ever Fireworks, Inc.; and

WHEREAS, it was later discovered that this company does not have proper licenses to conduct the fireworks display; and

WHEREAS, the Borough therefore wishes to rescind the award of the contract to July 4 Ever Fireworks, Inc.; and

WHEREAS, the Borough has received another proposal from International Fireworks Mgf. Co. for the same dollar amount; and

WHEREAS, the Borough wishes to accept the proposal, which is below the threshold for competitive bidding; and

WHEREAS, this company has been recommended by the Recreation Director; and

WHEREAS, the Borough has already negotiated a proposed form of contract with International Fireworks Mgf. Co.;

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

1. The previous award of the contract for the July 4th fireworks display for the Borough of Ridgefield to July 4 Ever Fireworks, Inc. be and hereby is rescinded as the company does not have proper licenses.
2. A contract in the amount of \$12,000 be and hereby is awarded to International Fireworks Mgf. Co. to perform the Borough's July 4th fireworks display (to be held on July 1, 2011).
3. The attached form of contract be with International Fireworks Mgf. Co. be and hereby is approved, and the Mayor and Borough Clerk are hereby authorized to execute same on the behalf of the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

Contract of
International Fireworks Mfg. Co

This agreement entered 5/25/2011 by and between the International Fireworks Mfg. Co., party of the first part and Borough of Ridgefield party of the second part.

International Fireworks Mfg. Co. agrees to display for said party of the second part at Veteran Memorials Park, Ridgefield, NJ on July 1, 2011 in a location to be designated by said party of the second part and approved by International Fireworks Mfg. Co. one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells & effects and not on shell count. International Fireworks Mfg. Co. agrees to furnish sufficient skilled labor to set up and shoot the fireworks.

The party of the second part agrees to furnish the necessary police protection at all times during the preparation of the exhibition and firing of same, and for at least a period of 30 minutes after the exhibition is fired. The party of the first part agrees to inspect the area the night of the display to safely remove and dispose of any unexploded shells or live components. Furthermore, the party of the second part agrees to take responsibility for the cleanup of fallout debris after the display. The party of the second part agrees to procure any and all necessary permits and licenses, which may be required by the municipal or state authorities. International Fireworks Mfg Co will do a post display inspection the night of the display any first light inspection is the responsibility of the sponsor

International Fireworks Mfg. Co. agrees to furnish insurance, Public Liability and Property damage in the amount of Five Million Dollars, a certificate being furnished to that effect to the party of the second part.

International Fireworks Mfg. Co. agrees that in the event of rain or inclement weather, a postponement may be made to a date to be determined up until March 1, 2012. There will be a postponement fee, if the display has been delivered to the site of actual cost incurred. If the sponsor notifies us of a postponement prior to the display leaving our warehouse there will be no fee incurred. In the event of total cancellation after 3/1/2012 the party of the second part agrees to pay 50% of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

The party of the first part shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.

The party of the second part agrees to pay the total contract price of \$12,000.00 to International Fireworks Mfg. Co. within 10 days after this display has been performed.

By
International Fireworks Mfg. Co. Inc.
Geraldine Serpico
Vice President

By
Borough of Ridgefield

Date

Show Proposal



A Custom Proposal Designed by International Fireworks Manufacturing Company

For:

The Borough Of Ridgefield

Dates:

Program Date:
7/1/2011

Rain Date:

Show Proposal Details

Summary:

It is with utmost pleasure that we are thankful to provide the Borough of Ridgefield with the newest designs in fireworks displays. Our creativity in selection of the finest products is sure to keep the "oohs" and "aahs" escaping the mouths of your crowd!!! This Custom Designed Proposal will include approximately 9831 shots!

Program Cost:
\$12,000



Opening Display

Total Shots: 743

3 Inch Shells	Shell Type	Quantity of Shots
	Flights of Assorted Shells (5 Shells)	30

Total Number of 3 Inch Shots 30

4 Inch Shells	Shell Type	Quantity of Shots
	Flights of Assorted Shells (5 Shells)	15

Total Number of 4 Inch Shots 15

Cakes	Shell Type	Quantity of Shots
	300 Shot Red/White/Blue Fan Cake w/ Titanium Salutes	600
	49 Shot Quick Colorful Salute	98

Total Number of Cake Shots 698

You can expect the following types of effects in the opening portion of the show

- Five Shells Fired Simultaneously...Mini Barrages of Special Effects Such As Rings, Patterns, Brocades, Palm Trees, Assorted Colors & Salutes with Rising Tails.
- 300 Shots of Fan-Changing Patriotic Color ending with Extra-Loud Bursts
- Ground Shaking Barrage of Titanium Flashes

As the Palates of Color begin to illuminate the night sky, your patrons will enjoy our opening salvos and realize this celebration spectacular is going to be remembered!

Main Body Display

Total Shots: 6,870

3 Inch Shells	Shell Type	Quantity of Shots
	Superb Unique Multi-Effect Shells1	36
	Superb Unique Multi-Effect Shells2	36
	Superb Unique Multi-Effect Shells3	36
	Fancy Assorted Colors & Effects w/ Tails	36
	Assorted Canister w/Color & Special Effects	12
	Double-Break Peanut Shell w/ Tails	12
	Flights of Assorted Shells (5 Shells)	120

Total Number of Three Inch Shots 288

4 Inch Shells	Shell Type	Quantity of Shots
	Superb Unique Multi-Effect Shells1	18
	Superb Unique Multi-Effect Shells2	18
	Superb Unique Multi-Effect Shells3	18
	Fancy Assorted Colors & Effects w/ Tails	18
	Extra-Fancy Style Pattern Shells	36
	Assorted Canister w/Color & Special Effects	12
	Double-Break Peanut Shell w/ Tails	12
	Flights of Assorted Shells (5 Shells)	60

Total Number of Four Inch Shots 192

Cakes	Shell Type	Quantity of Shots
	2.5" 36 Shot Assorted Ring	72
	2.5" 36 Shot Red, White and Blue w/Reports	36
	2" 50 Shot Dahlia with Silver Tail	50
	10 X 8 Fan Effect Blue/Silver/Red Coco and Titanium Salute	160
	96 Shot Fan Crackling Tail To Crackling Chrysanthemum Salute	192
	100 Shot Red/White/Blue Chrysanthemums	200
	100 Shot Celebration Firework	200
	150 Shot "S" Pattern Fire Garden	150
	150 Shot Big Eight	300
	150 Shot Silver Crosettes	150
	300 Shot with Crackling Tail & Whirl	300
	300 Shot Happiness	600
	300 Shot "IVW"	300

600 Shot Silver Fan with Whistles	600
600 Shot Blue Dragon Fan	1,200
600 Gold Glitter Tail To Green And Purple stars	1,200
680 Shot Jinshan Century	680

Total Number of Cake Shots 6390

You can expect the following types of effects in the main portion of the show

- o These Shells Will Include Blue and White Peonies With Salutes, Red Crackling Chrysanthemums, Silver Spiders, Glittering Green, Whistle And Stars, Coconut Trees, Color Diadems,
- o Battle In The Clouds, Fish And Whistles, Serpents, Tourbillions, Gold Brocades, Red Waves, Silver Flashing Rings, Multi-Break Peanut Shells,
- o Canister Shells, Titanium Salutes, Silver Dahlias, Red To Blue Peonies, Palm Trees, Chrysanthemums With Salutes That Strobe, Just To Name Just A Few.
- o A Wide Variety of Colors and Effects Such As: Color Chrysanthemums, Color Peonies, Multi-Colored Shells, colored with Pistils etc...
- o Authentic Italian Style Shells with A Color Break & Special Effects including Multiple Reports, Screaming Silver-Tail Whistles, Golden Serpents, Heavy Timed Reports, Tourbillions!
- o Shells That Include A Large Burst of Color Followed By An Additional Burst of Either Heavy Titanium Reports, or Additional Color Breaks!
- o You Can Expect A Variety of Patterns Such As 5-Pointed Stars, Rings, Saturns, Hearts or Bowtie Shaped Effects.
- o Premium Assorted Color Shells with The Latest and Greatest... Color-Changing Chrysanthemums & Peonies w/Pistils & Palm Tree Cores, Splitting Comets, Crackling-Sizzling Stars, Half and Half Colors, Strobing Stars Brocades, Willows & Many More!!
- o Five Shells Fired Simultaneously...Mini Barrages of Special Effects Such As Rings, Patterns, Brocades, Palm Trees, Assorted Colors & Salutes with Rising Tails.
- o Multi-Colored Changing Fan & Whistles
- o Silver Splitting Comets with Dangling Tails and Happy Stars
- o Shimmering Gold Torches Shooting skyward in a Criss-Cross Pattern
- o A Variety of Golden Colored Crackling Stars
- o "IVW" Pattern with Red/White/Blue Scenery
- o 8 Assorted Effects Fill the Sky for a BEAUTIFUL display
- o A Zigzag of 10 Silver-Waves of 10 going into Red Mines
- o A Variety of Golden Colored Crackling Stars
- o Enjoy Exploding Bursts of Sky-Illuminating Gold Color Trailing Earthward
- o Exceeding Expectations of Brilliant Pearls Traveling Outward and Forming An Expanding, Perfectly Shaped Circle In Red, White, Blue, Green, Purple or Yellow.
- o 680 Shots of Breathtaking Fan Effect
- o Premium Shells with Patterns(Triple Rings, Star & Ring, Butterfly),Shell of Shell with 100's of Assorted Breaks, Twinkling Kamuro, Falling Leaves, Crackling Dragon Eggs with Tails

An excellent mixture of The Finest Talented "Shooters" combined with a fantastic array of shells bursting throughout the sky will prove our talent is unmatched in providing viewing pleasure!

Grand Finale

Total Shots: 2,218

3 Inch Shells	Shell Type	Quantity of Shots
	Finale-Assorted Color w/ Tails (10 Shells)	90
	Finale-Titanium Salutes (10 Shells)	90
	Finale -Red/White/Blue Peonies-w/Tails (10 Shells)	90
	Finale-Glittering Long-Duration Brocade w/Tails(10 Shells)	90

Total Number of 3 Inch Shots 360

4 Inch Shells	Shell Type	Quantity of Shots
	Finale -Red/White/Blue Peonies-w/Tails (10 Shells)	30
	Finale-Glittering Long-Duration Brocade w/Tails(10 Shells)	30

Total Number of 4 Inch Shots 60

Cakes	Shell Type	Quantity of Shots
	600 Shot "V" Brocade Crown Salute	600
	1000 Shot V-Brocade Crown	1000
	49 Shot Quick Colorful Salute	98
	100 Shot Quick Whistles	100

Total Number of Cake Shots 1798

You can expect the following types of effects in the closing portion of the show

- o A Simultaneous Mixture of Flower-Shaped Bursts of Assorted Color!
- o Titanium Flash with Ear-Splitting Pounding Thunder Sound!!!
- o SPECTACULAR Arrangement of Rapid-Fire Shells of Red, White & Blue Peonies with rising Color Tails & Whistles.
- o Without A Doubt...A Magnificent Barrage Arrangement of Suspended Duration Glittering Brocade Diadems w/Sparkling Tails!
- o Extreme-Rapid-Fire Assault With Color In The Near-Air
- o The Crowd Will Observe A Multitude of Instantaneous Ascending Silver Screaming Whistles

To experience the crescendo that is our "Signature" finale is an encounter with the arts that many describe as "Second to None". You will realize why our fans become our clients and our clients "Our Family"

**ADDENDUM TO CONTRACT AND AGREEMENT
FOR THE DISPLAY OF FIREWORKS BY AND BETWEEN
INTERNATIONAL FIREWORKS MFG. CO.
AND THE BOROUGH OF RIDGEFIELD**

This is an addendum to the contract and agreement by and between International Fireworks Mfg. Co. (hereinafter "Contractor") and the Borough of Ridgefield (hereinafter "Borough").

1. Effect of Addendum: This addendum is intended to modify the main body of a certain contract by and between Contractor and Borough. Should there be a differences or discrepancies between the terms and conditions of this addendum, and the terms and conditions of the main body of the contract, the terms and conditions of this addendum shall prevail.

2. Insurance Requirements: The Contractor, prior to commencing work, shall provide at its own expense, insurance coverage that, at a minimum, is of the type and with the limits of liability as set forth below:

The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the **ENTITY** together with evidence of such insurance as stated below. Ninety (90) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the **ENTITY**, by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail ninety (90) days written notice to the certificate holder named to the left."

All notices shall name the Contractor and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the **ENTITY** as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an "occurrence" basis. The **ENTITY** may waive or modify any requirement stated herein if the **ENTITY**, in its sole judgment and discretion, deems it would be in its best interest to do so.

All work done under the terms of this contract shall conform to the requirements of any applicable local, state or federal codes, laws or agencies. The contractor's attention is directed to the Occupational Safety and Health Act (OSHA). All work shall conform to the requirements of current OSHA standards. If there is a conflict between the method of work specified and the applicable OSHA standard, the OSHA regulation shall prevail. Anything not specifically mentioned in these specifications, but usual in work of this character, must be done by the contractor as if it were written herein. All safety violations shall be corrected immediately upon receipt of notice of violation.

Successful Contractor shall be licensed in the State of New Jersey and shall conform to all safety requirements as outline in local, state and federal laws. Successful contractor shall supply copy of New Jersey State Journeyman's Certificate for each employee who will work on **ENTITY** Facilities. All personnel shall at all time wear approved protective clothing, safety vests and any other equipment required to meet current OSHA standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation.

A. Workers' Compensation

The Contractor shall obtain Standard Workers' Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."

B. General Liability

The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000.00) combined single limit of liability per occurrence and a three million dollar (\$3,000,000.00) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-03-97 Amendment - Aggregate Limits of Insurance (per project).

C. Automobile Liability

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos.

D. Umbrella / Excess Liability

Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000.00 combined single limits per occurrence.

E. Policy Changes

If at any time, any of the foregoing policies shall be or become unsatisfactory to the **Entity**, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the **Entity**, the Contractor shall, upon notice to that effect from the **Entity**, within ninety (90) days obtain a new policy, submit the same to the **Entity** for approval and submit a Certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the **Entity**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor of any liability under the Agreement. All policies required above shall contain a ninety (90) day notice of cancellation and/or non-renewal and shall require the insured to notify the **Entity** of its intent to either cancel or not to renew immediately.

F. Insurance Companies

The Contractor shall use an Insurance Company(ies) that has (have) an A.M. Best Rating of at least "A"X.

The **Entity**, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than "A"X. All such requests must be forwarded to the **Entity** for its review and approval. The Contractor shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

G. Hold Harmless Provision

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless the **Entity**, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the **Entity** that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified in Paragraph B above.

As an express term of this contract, Contractor shall provide to the Borough appropriate certificates reasonably satisfactory to the Borough evidencing the insurance coverage set forth above. Failure to deliver the certificates shall be deemed a breach of the contract.

3. Display to be Done in Workman-like Manner: Contractor shall perform its work under this agreement in a professional and workman-like manner. The show details shall be as per the attached Schedule A prepared by the Contractor.

4. Necessary Licenses and Permits: Contractor hereby indicates that it possesses all necessary licenses and permits in order to allow it to perform the fireworks exhibition provided in the contract. Failure to have such licenses and permits at the time of the display will constitute a default of this contract.

5. Prevailing Law: This contract shall be construed and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth below.

Date:

Attest:

Linda Prina
Acting Borough Clerk

BOROUGH OF RIDGEFIELD

By: _____
Mayor Anthony Suarez

Date:

Attest:

INTERNATIONAL FIREWORKS
MFG. CO.

By: _____
Geraldine Serpico
Vice President

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 197-2011

WHEREAS, Shinhan Bank America has deposited a check in the amount of \$10,011.60 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 10-06, Block 2906.01 Lot 104 Qualifier C0104, further known as 605 Broad Avenue, Unit 104, sold to Royal Tax Lien Services, LLC and whereas \$1,600.00 was previously deposited into the Trust Account at the time of tax sale for the premium.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$10,011.60 from the Suspense Account and a check for \$1,600.00 from the Trust Account for the return of the premium;

BE IT FURTHER RESOLVED that the check in the amount of \$10,011.60 be drawn on the Borough of Ridgefield Suspense Account and the check for \$1,600.00 be drawn on the Borough of Ridgefield Trust account and be made payable to Royal Tax Lien Services, LLC and mailed to 115 West Avenue, Suite 300 Jenkintown, PA 19046.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 198-2011

WHEREAS, the Tax Assessor has been notified by the Department of Veteran Affairs that Gary T. Hickey, residing at 808 Edgewater Avenue, also known as Block 2703 Lot 24, has been declared 100% totally disabled and has been approved for 50% tax exemption on their dwelling in accordance with N.J.S.A. 54:4-3.30 et. seq.;L. 1948, c259 as amended.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the tax collector is hereby authorized to cancel 50% of said taxes beginning with the 3rd and 4th Quarter 2011 taxes.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 199-2011

WHEREAS, the State of New Jersey issued Homestead Rebates for qualified properties located in the Borough of Ridgefield that were directly applied to homeowner's 2nd Quarter 2011 property taxes; and

WHEREAS, applying said rebates has caused an overpayment to occur on certain properties where the 2nd Quarter 2011 payment had already been made;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Ridgefield that refunds be issued according to the following schedule:

<u>Property Owner</u>	<u>Block Lot Qualifier</u>	<u>Address</u>	<u>Amount</u>
Ralph and Joanne Gallo	202/6	668 Maple Avenue	\$280.95
Lorraine Lopiccolo	301/2	Rear Harriet	\$82.94
James and Josephine Hartley	304/4	906 Linden Avenue	\$219.78
Vincent Weisz	711/10	693 Kingsland Avenue	\$177.97
Elaine Weisz	711/11	689 Kingsland Avenue	\$126.27
Edward and Leonor Moscovici	901/12	719 Shaler Boulevard	\$167.19
Mark Sroka	1004/3	972 Virgil Avenue	\$256.26
Audrey Burkart	1004/25	764 Broad Avenue	\$120.24
Varujan & Nouritsa Diratsaoglu	1005/13	936 Slocum Avenue	\$187.87
Marcos & Mildred Asan	1008/8	685 Abbott Avenue	\$394.36
James & Filomena Lacey	1303/4	671 Bergen Boulevard	\$213.08
Catherine Haynoski	1307/11	633 Ridge Court	\$342.74
Elsie Lopez	1601.01/3/C0003	715 Broad Avenue Apt 3	\$133.45
Michael Castronovo	1601.03/4.01/C004A	725 Broad Avenue Apt 4A	\$182.92
Robert & Audrey Matheny	1601.04/1/C0001	729 Broad Avenue Apt 1	\$70.06
Carl and Rosemary Sambogna	1601.04/3.01/C003A	729 Broad Avenue Apt A	\$181.90
Denis J. Cacoliris	1911/2	571 Monroe Place	\$245.61
Joseph Shiel	2101/13	552 Prospect Avenue	\$383.90
Kenneth & Lucille Bohan	2101/18	576 Prospect Avenue	\$162.04
Ruth Bell	2102/8	565 Morse Avenue	\$270.54
Ida Macken	2104/7	503 Englehardt Terrace	\$327.86
Marko & Dorica Vukasovic	2504/504	504 Grand Ridge Drive	\$304.42
David & Joan Gennaro	2601/18	695 Day Avenue	\$309.34
Vincent J. Capozzoli	2703/13	427 Shaler Boulevard	\$153.62
Sherwin Raymond Living Trust	2803/5	519 Abbott Avenue	\$242.27
George & Michael Zappas	2803/13	897 Edgewater Avenue	\$314.27

Wayne Thompson Trustee	2901/6	515 Russell Avenue	\$230.16
Frank & Mary Mullens	2902/14	525 Lowe Avenue	\$214.26
James & Helen Kraus	3004/5	1077 Edgewater Ave	\$202.52
Dominic G. Post	3204/4	397 Oak Street	\$252.39
Roy & Margaret Larson	3303/3	719 Lancaster Road	\$292.15
Jack & Caridid Reich	3303/15	770 Hamilton Avenue	\$166.60
Gabriel Francis Vicari	3307/2	356 Shaler Boulevard	\$168.05
Carl & Fay Fregonese	3403/11	424 Vanrenssalaer Ct.	\$218.06
John & Angela Donas	3801/10	1015 Pleasantview Terr	\$198.92
Joseph M. & Joan Coyne	3803/23	422 Broad Avenue	\$172.48

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 200-2011

WHEREAS, Chase Home Finance has deposited a check in the amount of \$28,690.80 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 09-01, Block 303 Lot 20, further known as 905 Linden Avenue, sold to Plymouth Park Tax Services, LLC and whereas \$13,000.00 was previously deposited into the Trust Account at the time of tax sale for the premium.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$28,690.80 from the Suspense Account and a check for \$13,000.00 from the Trust Account for the return of the premium;

BE IT FURTHER RESOLVED that the check in the amount of \$28,690.80 be drawn on the Borough of Ridgefield Suspense Account and the check for \$13,000.00 be drawn on the Borough of Ridgefield Trust account and be made payable to Plymouth Park Tax Services, LLC and mailed to PO Box 5822, New York, NY 10087.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 201-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the prior authorization given for the Mayor and CFO to execute the reversion to calendar year budget acknowledgement and agreement given on June 1, 2011 is hereby ratified and confirmed.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 202-2011

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

WHEREAS, AAA Emergency Supply Co. Inc., was awarded a State Contract Numbers 76365/76370 for Firefighter Protective Clothing & Equipment the period April 1, 2010 through March 31, 2012; and

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

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

WHEREAS, the Borough of Ridgefield will exceed \$36,000.00 for the purchase of Firefighter Protective clothing & Equipment in the FY 2010/2011 budget:

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be authorized to contract for the purchase of Firefighter Protective Clothing & Equipment from AAA Emergency Supply Co., Inc. through the New Jersey State Contract in excess of \$36,000.00 without public bidding.

BE IT FURTHER RESOLVED, that funds for said purchase are certified from the Fire Protection Operating Expenses line item in the FY 2010/2011 budget.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Castelli

RESOLUTION NO. 203-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and the Borough Clerk are hereby authorized to execute the agreement between the County of Bergen and Borough of Ridgefield for the donation of a fire safety trailer to the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 204-2011

WHEREAS, 481 Realty Corp, has filed a tax appeal challenging assessments at 481 Bergen Boulevard, Block 3104, Lot 2 for 2009;

WHEREAS, the original assessment in issue is Five Hundred Ninety Three Thousand and Five Hundred (593,500) Dollars;

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

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

1. adjusted assessment for 2009 at Five Hundred Forty Three Thousand and Five Hundred (543,500) Dollars
2. that the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;
3. that the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
4. that the within settlement is subject to review and approval thereof by the taxpayer

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Acosta

RESOLUTION NO. 205-2011

WHEREAS, N.J.S.A. 39:4-8.12, et. seq., provides that municipalities may implement traffic control signal monitoring systems; and

WHEREAS, the Borough wishes and intends to implement such a system; and

WHEREAS, the Mayor and Council is considering for introduction an ordinance which would implement such system; and

WHEREAS, in order to implement such a system it is necessary that the Borough award a contract for the provision of software and hardware that would implement the traffic control signal monitoring system; and

WHEREAS, N.J.S.A. 40A:11-4.1 permits the utilization of competitive contracting for such a purpose for the procurement of specialized goods and services; and

WHEREAS, the Borough wishes to avail itself of competitive contracting provisions in soliciting proposals for the computer software and hardware installation necessary to implement this system;

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

1. The Borough Attorney, in conjunction with Purchasing Agent Erik Lenander, be and hereby is authorized and directed to prepare a Request for Proposals pursuant to the provisions of N.J.S.A. 40A:11-4.1, et. seq.
2. The Borough Clerk be, and she hereby is, authorized and directed to advertise the Request for Proposals as required by law.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina, Acting Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Councilman Castelli

RESOLUTION NO. 206-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following be hired as Swim Pool Personnel for the 2011 Pool Season:

Adam Egizi	Substitute Lifeguard	\$8.00 per hour
Linda Muccia	Gate Guard	\$8.25 per hour
Dallas Fugnitti	Gate Guard	\$7.50 per hour

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2011

Presented by Mayor Suarez

RESOLUTION NO. 207-2011

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Anthony R. Suarez, Mayor of the Borough of Ridgefield, do hereby proclaim June 9, 2011 as

ARBOR DAY

in the Borough of Ridgefield, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

BE IT FURTHER RESOLVED, that I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina, Acting Borough Clerk

COUNCIL VOTE

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

The undersigned, being the Chief Financial Officer of the Borough of Ridgely, 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 June 13, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 208-2011

BE IT RESOLVED, that warrants totaling \$759,068.39
be drawn on the following accounts:

CURRENT	\$537,409.94
TRUST	\$55,764.56
CAPITAL	\$157,535.71
POOL	\$8,336.38
DOG LICENSE	\$10.80
COAH	\$11.00
TOTAL	\$759,068.39

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk