BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: June 1, 2016

Open Public Meetings Statement by
Mayor Suarez

Public Session to Adjourn to Executive Session: C.T.O.: 6:30 P.M. Adjourn: 6:31 P.M.

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

Executive Session: 6:30 P.M. C.T.O.: 6:31 P.M. Adjourn: 6:42 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:33 P.M. Adjourn: 8:00 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez	X		X	
Castelli	X		X	
Acosta		X	X	
Penabad	X		X	
Shim	X		X	
Todd	X		X	
Vincentz		X	X	

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez	X	
Castelli	X	
Acosta		X
Penabad	X	
Shim	X	
Todd	X	
Vincentz		X

As advertised, hearing will be held on CY2016 Municipal Budget

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

189-2016	Councilman Penabad	Budget Amendment
190-2016	Councilman Penabad	Adopt CY2016 Budget

As advertised, hearing will be held on Ordinance No. 2305 entitled, "AN ORDINANCE AMENDING CHAPTER 131 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED "ANIMALS" BY ADDING A NEW ARTICLE, ARTICLE V, ENTITLED "TNR PROGRAM FOR FERAL CATS" FOR THE PURPOSE TO ESTABLISH A CAT SANCTUARY IN RIDGEFIELD TO CONTROL AND EVENTUALLY REDUCE THE FERAL CAT POPULATION WITHIN RIDGEFIELD. A CAT SANCTUARY IS SUCCESSFUL BECAUSE OF TNR AND THAT IT IS THE ONLY PERMITTED OUTDOOR LOCATION FOR FEEDING OF CATS"

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. 2306 entitled, "BOND ORDINANCE PROVIDING AN APPROPRIATION OF $55,000 FOR REPLACEMENT OF A STORM SEWER LINE ALONG RIVER STREET FOR AND BY THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF $52,250 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION"

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

CONSENT AGENDA:

191-2016	Councilman Penabad	Lien Redemption-1010 Edgewater Avenue
193-2016	Councilman Acosta	Salary Correction-S. Schmidt
194-2016	Councilman Castelli	Approve Fireworks Contract

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

RESOLUTIONS:

192-2016	Councilman Penabad	Increase Salary of Planning Board Secretary
195-2016	Councilman Penabad	Warrants

COMMENTS BY MAYOR:

Coin Toss Request:

8th Grade Class October 8, 2016	APPROVED

Application for Raffles License:

St. Matthew Roman Catholic Church 50/50 November 24, 2016 – 10:00 am	APPROVED
Ridgefield PBA Local 330 50/50 July 1, 2016 – 8:00 p.m.	APPROVED

COMMENTS BY COUNCILMEN:

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

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

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Mayor Suarez

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

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
Mayor Suarez				

____ 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.

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:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Penabad

RESOLUTION NO. 189-2016

BOROUGH OF RIDGEFIELD

RESOLUTION TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2016 was approved on May 4, 2016 ; and,

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Ridgefield, Bergen County, that the following amendments to the approved budget of 2016 be made:

RECORDED VOTE (Insert Last Names)					
	AYES		NAYS		ABSTAIN

CURRENT FUND BUDGET	From	To
ANTICIPATED REVENUES		
1. Surplus Anticipated	600,000.00	700,000.00
TOTAL SURPLUS ANTICIPATED	600,000.00	700,000.00
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations Clean Communities Program	0.00	21,188.56
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	43,325.38	64,513.94
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items Rental of Borough Property - Shaler Lease	250,000.00	150,000.00
Total Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	2,319,803.00	2,219,803.00
TOTAL MISCELLANEOUS REVENUES	10,169,514.38	10,090,702.94

5. SUBTOTAL GENERAL REVENUES (Items 1, 2, 3 and 4)	11,283,514.38	11,304,702.94
7. TOTAL GENERAL REVENUES (Items 5 and 6)	21,398,132.38	21,419,320.94

APPROPRIATIONS	From	To
8. (A) Operations - Excluded from "CAPS"		
Public and Private Programs Offset by Revenues		
Clean Communities - 2-15	0.00	21,188.56
Total Public and Private Programs Offset by Revenues	45,794.38	66,982.94
TOTAL OPERATIONS - EXCLUDED FROM "CAPS"	3,007,096.38	3,028,284.94
Detail:		
Other Expenses	2,962,096.38	2,983,284.94
(H-2) TOTAL GENERAL APPROPRIATIONS FOR MUNICIPAL PURPOSES EXCLUDED FROM "CAPS"	4,728,021.38	4,749,209.94
(O) TOTAL GENERAL APPROPRIATIONS - EXCLUDED FROM "CAPS"	4,728,021.38	4,749,209.94
(L) SUBTOTAL GENERAL APPROPRIATIONS (Items (H-1) and (O))	20,562,132.38	20,583,320.94
9. TOTAL GENERAL APPROPRIATIONS	21,398,132.38	21,419,320.94

BE IT FURTHER RESOLVED, that three certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for his certification of the 2016 Local Municipal Budget so amended.

IT IS HEREBY CERTIFIED that the Amended Budget hereto and hereby made a part hereof is a true copy of the Ammended Budget approved by resolution of the Governing Body on the 1st day of June, 2016

Certified by me, this 1st day of June, 2016

Clerk

IT IS HEREBY CERTIFIED that the Adopted Budget Amendment annexed hereto and hereby made a part of the 2016 Budget is a copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me, this 1st day of June, 2016

Registered Municipal Accountant

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Penabad

RESOLUTION NO. 190-2016

SECTION 2 - UPON ADOPTION FOR 2016

(Only to be Included in the Budget as Finally Adopted)

RESOLUTION

Be It Resolved by the Mayor and Council of the Borough of Ridgefield, County of Bergen that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

(a) $9,545,990.00 (Item 2 below) for municipal purposes, and
(b) _____ (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
(c) _____ (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18:9-3) and the certification to the County Board of Taxation of
(d) 568,628.00 Minimum Library Tax

the following summary of general revenues and appropriations.

RECORDED VOTE (Insert last name)					
	Ayes		Nays	Abstained	
				Absent	

SUMMARY OF REVENUES

1. General Revenues			
Surplus Anticipated		40003-10	700,000.00
Miscellaneous Revenues Anticipated		40004-10	10,090,702.94
Receipts from Delinquent Taxes		41419-10	514,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURP (Item 6(a), Sheet 11)		41415-10	9,545,990.00
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 35	40010-10		
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	41416-10		
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only			
4. Minimum Library Tax			568,628.00
5. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)		41416-10	
Total Revenues		40000-10	21,419,320.94

Sheet 41

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXXX
(a&b) Operations Including Contingent		14,194,294.00
(e) Deferred Charges and Statutory Expenditures - Municipal		1,639,817.00
(g) Cash Deficit		
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"		3,028,284.94
(c) Capital Improvements		50,000.00
(d) Municipal Debt Service		1,652,925.00
(e) Deferred Charges - Municipal		18,000.00
(f) Judgements		
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40A:48-17.1 & 17.3)		
(g) Cash Deficit		
(k) For Local District School Purposes		
(m) Reserve for Uncollected Taxes (Include Other Reserves if Any)		836,000.00
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S.A. 40A:4-13)		
Total Appropriations		21,419,320.94

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 1st day of June 2016. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2015 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 1st day of June , 2016 _____, Clerk.
Signature

Sheet 42

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2305

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

"AN ORDINANCE AMENDING CHAPTER 131 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED "ANIMALS" BY ADDING A NEW ARTICLE, ARTICLE V, ENTITLED "TNR PROGRAM FOR FERAL CATS" FOR THE PURPOSE TO ESTABLISH A CAT SANCTUARY IN RIDGEFIELD TO CONTROL AND EVENTUALLY REDUCE THE FERAL CAT POPULATION WITHIN RIDGEFIELD. A CAT SANCTUARY IS SUCCESSFUL BECAUSE OF TNR AND THAT IT IS THE ONLY PERMITTED OUTDOOR LOCATION FOR FEEDING OF CATS"

introduced on the 18th day of May 2016, 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			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 18, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2305

"AN ORDINANCE AMENDING CHAPTER 131 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED "ANIMALS" BY ADDING A NEW ARTICLE, ARTICLE V, ENTITLED "TNR PROGRAM FOR FERAL CATS" FOR THE PURPOSE TO ESTABLISH A CAT SANCTUARY IN RIDGEFIELD TO CONTROL AND EVENTUALLY REDUCE THE FERAL CAT POPULATION WITHIN RIDGEFIELD. A CAT SANCTUARY IS SUCCESSFUL BECAUSE OF TNR AND THAT IT IS THE ONLY PERMITTED OUTDOOR LOCATION FOR FEEDING OF CATS"

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

Section I:

Chapter 131 of the Code of the Borough of Ridgefield be and hereby is amended by adding to said chapter a new article, Article V, entitled "TNR Program for Feral Cats", as follows:

§131-44: Definitions

Animal Control Provider shall mean any agency contracted or hired by the Borough to coordinate and monitor the TNR Program.

Caregiver shall mean any person who provides food, water or shelter to or otherwise cares for a cat only at the cat sanctuary.

Cat shall mean any cat that is not a feral cat and is over the age of six months.

Cat Sanctuary shall mean the only location designated by the Mayor and Council to serve as a sanctuary, meaning a place where feral cats can be placed and where provision is made for their living and well being. The said Cat Sanctuary shall be enclosed to prevent cats from free roaming, It is the intent of this Ordinance that the cat sanctuary be operated and maintained at no cost to the Borough.

Code Official shall mean any person or agency employed by the Board of Health who is authorized to investigate violations of laws and regulations concerning cats, and to issue citations in accordance with New Jersey law and this Code.

Domesticated cat shall mean a cat that is socialized to humans and is appropriate as a companion for humans.

Dwelling Unit shall mean a house, apartment, store or other building, whether or not used or designated for use as a dwelling.

Ear Tipping shall mean a straight-line cutting of the tip of the left ear of a cat by a licensed veterinarian while the cat is anesthetized.

Family Group shall mean the immediate "family group" occupying one dwelling unit.

Feeding shall mean to give, place, expose, deposit, distribute or scatter any edible material.

Feral Cat shall mean a cat which is completely or substantially unsocialized to humans. The usual and consistent temperament of a feral cat is extreme fear and resistance to contact with humans. Feral cats are either born in the wild, the offspring of tame or feral cats and not socialized; or formerly tame cats who have been abandoned and have reverted to an untamed state.

Feral Cat Colony, although not permitted, shall mean an individual feral cat or group of cats which congregate together outside as a unit. Any non-feral cats who congregate with a multiple-cat colony shall be deemed part of it.

Nuisance shall mean a situation where one or more cats are disturbing the peace by habitually or continually howling, crying or screaming, or unreasonably destroying, desecrating or soiling on private property against the wishes of the owner of the property.

Nuisance Cat is a cat (domestic or feral) including ear clipped (feral) that free roams and creates a nuisance, either individually or in conjunction with other cats, as defined above.

Owner shall mean any person, firm, corporation, partnership, association, trust, estate, or any other legal entity.

Stray Cat shall mean a cat which is regularly off the property of the owner, is not under the physical control and restraint of the owner and is not regularly provided with food by the owner.

Suitable Shelter (Cat Sanctuary) shall mean a shelter that provides protection from rain, sun, and other elements that is adequate to protect the health of the cat.

Tame Cat shall mean a cat which is socialized to humans and is appropriate as a companion for humans.

TNR shall mean trap, neuter and return/or relocate.

TNR Committee shall mean a committee of unspecified number appointed by the Mayor and Council from time to time to serve for a term of one year, or the balance of a year, so all terms

will expire on December 31, or until the successors qualify, in each and every year. The TNR Committee will be charged with the duties specified in Section 131-48 of this Ordinance.

TNR Committee Leader shall be a person appointed by the Mayor and Council who shall be a member of the TNR Committee, but who shall serve as the lead person on that committee.

TNR Program shall mean a program pursuant to which feral and stray cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped and returned to the established cat sanctuary.

§131-45: Responsibilities of Owners of Domesticated Cats.

A. Adequate Food and Water: Owners of domesticated cats shall provide appropriate and adequate food, water and shelter for their cats.

B. Cat Not to Create a Nuisance: The owner of a domesticated cat shall exercise reasonable care to guard against the cat creating a nuisance.

C. Cats are not permitted to become free roaming.

D. Unspayed and Unneutered Cats: The owner of a sexually intact (not spayed or neutered) domesticated cat shall not permit the cat to roam unsupervised.

E. Abandonment Prohibited: An owner shall not abandon a domesticated cat. Domesticated cats may be surrendered to a shelter or a rescue organization (not the cat sanctuary). The Ridgefield Cat Sanctuary is not a depository for feral cats from other municipalities or by other persons.

§131-46: Feral Cat Colonies.

Feral Cat Colonies shall be permitted only at the Cat Sanctuary and Caregivers shall be responsible to maintain them only at the cat sanctuary in accordance with the terms and conditions of this Ordinance.

§131-47: Animal Control Provider Responsibilities.

It shall be the duty of the Animal Control Provider to:

(a) Provide training for the cat sanctuary Caregivers;

(b) Help to resolve any complaints over the conduct of a Caregiver or of cats within the sanctuary; and

(c) Be responsible for any cost as provided in the Borough agreement with reference to the TNR Program.

(d) A feral cat(s) including abandoned domestic cats discovered on properties within the Borough of Ridgefield outside of the TNR Sanctuary are to be reported and will be addressed by Animal Control within two (2) weeks. Animal Control reserves the right to monitor the number of feral cats admitted to the cat sanctuary to prevent overcrowding and has the ability to make other arrangements for the disposition of feral cats trapped under this program when necessary. Animal Control reserves the right to consult with the Supervising Veterinarian or a private licensed veterinarian to refuse admission to the sanctuary for a feral cat harboring an infectious disease or a cat that is deemed too sick or disabled to be humanely maintained in a sanctuary environment

(e) Only the Animal Control provider can authorize the trapping of a nuisance cat. The Animal Control provider will make arrangements for trapping of a nuisance cat(s) when requested by a resident(s) and will provide a trap on loan with instructions for proper usage.

§131-48: TNR Committee Responsibilities.

It shall be the duty of the TNR Committee to:

(a) Help resolve any complaints over the conduct of a sanctuary caregiver or of cats within the cat sanctuary;

(b) Maintain records provided by sanctuary Caregivers on the registration and size, as well as the vaccination and spay/neuter records of cats in the cat sanctuary;

(c) Report semiannually in writing to the Borough Code Official on the status of the sanctuary, including data on the number and gender of all cats in the Sanctuary, the number of cats who died or otherwise ceased being a part of the Sanctuary during the prior six month period, the number of kittens born to the Sanctuary cats and their disposition, the number of cats and kittens spayed and neutered and the number of cats and kittens placed in permanent homes as companion cats.

(d) Provide the semi-annual report forms to caregivers and provide assistance upon request by the Caregiver in the preparation of the forms.

(e) Suggest to the animal control provider that the provider authorize the trapping of free roaming nuisance cats. The animal control provider will make arrangements for trapping of nuisance cats.

(f) See to it that the cat sanctuary is operated properly.

§131-49: Feral Cat Caregiver Responsibilities.

It shall be the duty of feral cat caregivers to:

(a) TNR cats are registered as Sanctuary Cats. Sanctuary registered cats are required to be vaccinated against rabies annually. Household domestic cats are subject to the Borough licensing ordinance and Borough allowable annual number ordinance.

(b) Take steps to get all cats in the Sanctuary population spayed/neutered by a licensed veterinarian. It is the caregiver responsibility to make arrangements with the designated shelter or a licensed veterinarian to vaccinate the Sanctuary population and have vaccinations updated annually or as needed under the direction of the licensed veterinarian.

(c) Maintain digital photos of each cat in the Sanctuary and copies of documents evidencing that the cats have been vaccinated, spayed/neutered and ear tipped; providing food and water for Sanctuary cats;

(d) Observe the Sanctuary cats and keep a record of any illnesses or unusual behavior noticed in any Sanctuary cats;

(e) Take steps, in the event that kittens are born to a Sanctuary cat, to notify the Animal Control Provider to remove the kittens and mother from the Sanctuary immediately. The kittens and mother will be cared for at the designated shelter until the kittens are weaned. The mother cat will be spayed and returned to the sanctuary and the kittens will be placed for adoption either by the designated shelter or placed with foster homes, rescue organizations or veterinary offices for the purpose of subsequent permanent placement;

(f) Report semiannually in writing to the TNR Committee who shall forward said report to the Board of Health on the status of the Sanctuary, the total number of cats in the Sanctuary, including data on the number and gender of all cats in the Sanctuary, the number of cats who died or otherwise ceased being a part of the Sanctuary during the prior six-month period, the number of kittens born to Sanctuary cats and their disposition, the number of cats and kittens spayed and neutered and the number of cats and kittens placed in permanent homes as companion cats;

(g) Obtaining proper medical attention either from the designated shelter or a private licensed veterinarian for any Sanctuary cat who appears to require it;

(h) Undergoing training for themselves and their responsible substitutes in the proper management of the Sanctuary as developed and verified by the Animal Control Provider;

(i) Setting up consistent and monitored feeding schedules at the Sanctuary. Feeding shall be limited to daylight hours. All remaining food must be removed daily; and

(j) “Ear tip” all cats with a single cut preferably on the left ear.

(k) Request authorization from the Animal Control Provider to have trapped feral cats spay/neutered at the location designated by the Animal Control Provider and to provide transportation to and from the designated location and to be subsequently relocated to the sanctuary.

§131-50: Exemptions from Restrictive Ordinances.

The following sections of the Borough Code shall not apply to the Cat Sanctuary managed by the TNR Program or to any person or organization that is providing care at the Cat Sanctuary and is taking steps to trap and sterilize animals:

Section 131-27.3 Licensing

§131-51: Cat Sanctuary Caregivers Registration-Ownership Exemption.

Any person undertaking the duties and responsibilities of a Cat Sanctuary Caregiver shall first be registered with the Committee at no cost. A registered Caregiver shall not be considered an owner in or be subject to regulations governing ownership or control of an animal, except as specified in this subsection. Unregistered Cat Sanctuary Caregivers shall not be exempt from the provisions of existing ordinances as provided in Section 131-50.

§131-52: Ordinance Enforcement.

The Borough shall retain the following rights:

A. The right to seize or remove from the Sanctuary cats which have not been vaccinated against rabies and who are demonstrating signs of the disease.

B. The right to seize or remove from the Sanctuary a cat which is creating a Nuisance.

C. The right to replace or remove a Caregiver who fails to comply with the responsibilities and requirements of this Article after reasonable notice is provided to the Caregiver of noncompliance.

D. The right to dissolve the Cat Sanctuary should there not be enough caregivers to adequately take care of the cats and the sanctuary.

§131-53: Nuisance Complaints.

The requirements of this subsection notwithstanding, the Health Officer, code officials and police officers may investigate any Nuisance complaint or emergency. If a Health Officer, code official or police officer determines that an ear-tipped Feral Sanctuary Cat is causing a Nuisance as defined by this subsection, the Health Officer, code official or police officer shall contact the Animal Control Provider to remove the cat. Only the Animal Control Officer and Supervising Veterinarian can determine if the cat is eligible to be returned to the Sanctuary.

§131-54: Operation of Cat Sanctuary.

The operation of the cat sanctuary designated by the Mayor and Council shall be under the authority of the Health Officer and Animal Control Officer. The TNR Committee will see to it that the sanctuary is operated and maintained in accordance with generally accepted standards for operation of similar type facilities, as promulgated by the Health Officer and Animal Control Officer. The operation of same shall include the maintenance of a proper structure to provide

protection from the elements, the scheduling of regular feedings followed by a clean up, and the maintenance of the overall health of the cats who congregate or live at the sanctuary.

§131-55: Enforcement.

This Article shall be enforced by the Health Officer, code official or Police Department and any other Department herein designated by the Borough Administrator.

§131-56: Study and Review.

Not later than March 1, 2017, the Borough shall assess the effectiveness of the TNR Program and the provisions of this Ordinance, and make recommendations for discontinuance, changes, etc. The Ordinance, however, shall continue as provided until specifically rescinded or amended.

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:

_____

Anthony R. Suarez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2306

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

"BOND ORDINANCE PROVIDING AN APPROPRIATION OF $55,000 FOR REPLACEMENT OF A STORM SEWER LINE ALONG RIVER STREET FOR AND BY THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF $52,250 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION"

introduced on the 18th day of May 2016, 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			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 18, 2016

Presented by Councilman Penabad

ORDINANCE NO. 2306

"BOND ORDINANCE PROVIDING AN APPROPRIATION OF $55,000 FOR REPLACEMENT OF A STORM SEWER LINE ALONG RIVER STREET FOR AND BY THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF $52,250 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION"

BE IT ORDAINED, BY THE BOROUGH COUNCIL OF THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the "Improvements") are hereby authorized to be undertaken by the Borough of Ridgefield, New Jersey (the "Borough") as general improvements. For the said Improvements there is hereby appropriated the amount of $55,000, such sum includes the sum of $2,750 as the down payment as required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law"). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payments for capital purposes.

SECTION 2:

In order to finance the cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of $52,250 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Borough are hereby authorized to be issued in the principal amount not exceeding $52,250 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued is for the replacement of a storm sewer line along River Street from Church Street to the west side of Lowe Avenue, and including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is $52,250.

(c) The estimated cost of the Improvements is $55,000 which amount represents the initial appropriation made by the Borough.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Borough Council of the Borough at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Borough Clerk and is available for public inspection.

SECTION 6:

The following additional matters are hereby determined, declared, recited and stated:

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Borough may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the Improvements, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Borough, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by $52,250 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $20,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Borough as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Borough authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is $52,250.

SECTION 10:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Approved:

_____

Anthony R. Suarez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Penabad

RESOLUTION NO. 191-2016

WHEREAS, Song of April has deposited a payment in the amount of $5,687.82 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 15-05, Block 2909 Lot 2, further known as 1010 Edgewater Avenue, sold to MTAG Cust Empire VII NJ Portfo;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and she is hereby authorized to issue and sign a check in the amount of $5,687.82 from the Suspense Account.

BE IT FURTHER RESOLVED that the check in the amount of $5,687.82 be drawn on the Borough of Ridgefield Suspense account and be made payable to MTAG Cust Empire VII NJ Portfo, PO Box 2096, Hicksville, NY 11802.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Penabad

RESOLUTION NO. 192-2016

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the monthly salary of the Planning Board Secretary be increased to $833.34 effective immediately.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

_____
Russell Castelli, Council President

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Acosta

RESOLUTION NO. 193-2016

WHEREAS, Stacey Schmidt was appointed as a per-diem Police Matron at the hourly rate of $14.00 at the May 18, 2016; and

WHEREAS, the correct hourly rate for Police Matron is $14.50;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Stacey Schmidt's hourly rate be and hereby is $14.50 effective May 18, 2016.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Castelli

RESOLUTION NO. 194-2016

WHEREAS, the Borough of Ridgefield wishes to provide its annual July 4th fireworks display on July 1, 2016; and

WHEREAS, the Borough has received a proposal from Serpico Pyrotechnics, LLC of 133 Orchid Court, Toms River, New Jersey; and

WHEREAS, the Borough Attorney has reviewed and approved the form of contract; and

WHEREAS, the amount of the contract is well below the bid threshold; and

WHEREAS, the Borough wishes to award said contract in the amount of $13,720.00 in the form as annexed hereto; and

WHEREAS, this contract is not awarded pursuant to the fair and open process;

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

1. The Borough engages Serpico Pyrotechnics, LLC to perform the Borough's July 4th fireworks display to be held on July 1, 2016.

2. The contract is below the bid threshold and accordingly is not awarded through a bidding process.

3. Inasmuch as this contract is not awarded pursuant to a fair and open process, the contractor shall submit appropriate proof of his compliance with the provisions of N.J.S.A. 19:44(a)-20 et. seq.

4. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached form of contract subject to compliance by the vendor with all applicable pay to play legislation.

5. The Borough's Chief Financial Officer has certified the availability of funds from the following account:

01-2010-30-4202-001	Celebration of Holiday	$13,720.00

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

_____

Anthony R. Suarez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

DISPLAY CONTRACT

The Borough of Ridgefield, hereinafter referred to as the "sponsor", hereby agrees to purchase a fireworks display from Serpico Pyrotechnics, LLC/Starfire Corporation, Joint Venture hereinafter referred to as the "company" on the terms and conditions set forth hereinafter.

1. Purchase Price. The sponsor will pay to the company (all checks made payable to Serpico Pyrotechnics, LLC) the sum of Thirteen Thousand, Seven Hundred, and Twenty Dollars ($13,720.00) for the display, said sum to be paid as follows:

a. The purchase price shall be paid to the company within 30 days after the display date which is hereinafter set forth.

b. In the purchase price is not paid within 30 days after the display date, all sums owed to the sponsor for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collection of any amount due hereunder incurred by the company, including reasonable attorney's fees and court costs. The aforementioned interest charge and collection costs including attorney's fees shall apply to any sum due pursuant to the terms of this contract if not paid within 30 days of its due date.

2. Display Date. The date of the display will be July 1, 2016. The rain date will be mutually agreed to by the parties to a date in 2016.

3. Display Site. The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA code sections and the applicable provisions of the New Jersey State Statutes and Department of Community Affairs Regulations. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.

4. Site Security. The **s**ponsor shall provide police and/or crowd security personnel, proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor's responsibility). The sponsor will be responsible for the cleanup of any fallout debris from the display; however company personnel will dispose the boxes brought to the site by the company.

In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display. Immediately following the display company personnel will search the display area for any unexploded fireworks and safely dispose of any that are found. A company representative will inspect the site the morning after the display if required by the Borough Fire Inspector and safely dispose of any unexploded fireworks discovered during the inspection in accordance with NFPA code requirements. The company will, if requested by the authority having jurisdiction over the display provide a post-display inspection report within 48 hours after the display. The post-display inspection report will contain the time of the search; the results thereof; any product malfunctions and any injuries.

5. Permits. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display

6. Postponement or Cancellation of the Display. In the event of inclement weather or excessive winds on the date of the display, the parties hereto shall confer and if they agree that

the weather or wind conditions require the show to be postponed, the show will be postponed to a mutually agreeable date in 2016. In the event the show cannot be fired on the postponed date or another mutually agreeable date in 2016, the sponsor will pay to the company a sum equal to 50% of the total show price.

In the event the show is postponed on the day of the show there will be a postponement fee charged to the sponsor in an amount equal to the costs incurred by the company for transportation, insurance and labor, which sum will not exceed 10% of the total contract price for the show. Said fee shall be paid within 30 days of the date the show is postponed.

7. Insurance. The company shall have liability insurance in the amount of $1,000,000.00/$9,000,000.00 umbrella policy; workers compensation insurance and vehicle insurance. Proof of the foregoing insurances shall be provided to the sponsor when this contract is executed by both parties.

8. Personnel. The company shall provide sufficient trained personnel to set up, fire and break down the display in a workmanlike manner.

9. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion. The company shall not be responsible for events beyond its control, including the weather. In the event the display is damaged or destroyed by rain or wind or weather related conditions, the risk of loss shall remain with the sponsor.

In the event the display is set up and it is postponed to the next day due to weather or wind conditions, the display will not be broken down. Additionally, the sponsor shall provide security for the site until the company crew arrives the next day to fire the show.

The authorized representatives of the parties hereby agree to the aforementioned terms and conditions of this contract on the date and year set forth below.

Serpico Pyrotechnics, LLC./ Starfire Corporation	Borough of Ridgefield
5/21/2016 Jack A. Serpico Date Jack A. Serpico	_____ _____ Date

ADDENDUM TO CONTRACT AND AGREEMENT
FOR THE DISPLAY OF FIREWORKS BY AND BETWEEN
SERPICO PYROTECHNICS, LLC
AND THE BOROUGH OF RIDGEFIELD

This is an addendum to the contract and agreement by and between Serpico Pyrotechnics, LLC/Starfire Corporation, having an office at 133 Orchid Court, Toms River, New Jersey (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 for a fireworks display to be held on July 1, 2016. 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 Borough together with evidence of such insurance as stated below. Ten (10) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the Borough, 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 ten (10) 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 Borough 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 Borough may waive or modify any requirement stated herein if the Borough, 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 have the appropriate federal license and shall conform to all safety requirements as outline in local, state and federal laws. All personnel shall at all times 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 (Starfire Corporation is covered by worker's compensation insurance because Starfire Corporation pays the workers) 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 Borough, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Borough, the Contractor shall, upon notice to that effect from the Borough, within ten (10) days obtain a new policy, submit the same to the Borough 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 Borough, 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 ten (10) day notice of cancellation and/or non-renewal and shall require the insured to notify the Borough 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 Borough, 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 Borough 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 Borough, 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 Borough 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 at the time of the display will constitute a default of this contract. The Borough will apply for and obtain necessary fire permits.

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 Silvestri
Borough Clerk

BOROUGH OF RIDGEFIELD

By:_____
Mayor Anthony Suarez

Date: 5/21/2016

Attest: _____

SERPICO PYROTECHNICS, LLC/STARFIRE CORP.

By:_____
Jack A. Serpico, Authorized Company Representative

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.

_____

Diane Sherry,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 1, 2016

Presented by Councilman Penabad

RESOLUTION NO. 195-2016

BE IT RESOLVED, that warrants totaling **$2,008,778.04** be drawn on the following accounts:

CURRENT	$1,968,303.33
TRUST	$40,192.50
CAPITAL	$945.00
POOL	$327.01
DOG LICENSE	$10.20
TOTAL	**$2,008,778.04**

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Russell Castelli, Council President

Attest:

Linda M. Silvestri,
Borough Clerk