

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: June 7, 2017

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to C.T.O.: 6:30 P.M.
Executive Session: Adjourn: 6:33 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.: 6:33 P.M.
Adjourn: 7:22 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:30 P.M.
Adjourn: 8:09 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

Table with 5 columns: Name, Adj. to Ex. Pres., Adj. to Ex. Abs., Public Pres., Public Abs. Rows include Mayor Suarez, Castelli, Acosta, Penabad, Shim, Jimenez, and Kontolios.

ROLL CALL-EXEC. SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Acosta, Penabad, Shim, Jimenez, and Kontolios.

As advertised, hearing will be held on CY2017 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

Introduction of Ordinance No. 2324 entitled, “AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2325 entitled, “BOND ORDINANCE PROVIDING FOR VARIOUS ROADWAY AND SEWER IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, APPROPRIATING \$760,000 THEREFOR (INCLUDING GRANTS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION RECEIVED OR EXPECTED TO BE RECEIVED IN THE AGGREGATE AMOUNT OF \$321,127) AND AUTHORIZING THE ISSUANCE OF \$755,952 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

136-2017	Councilman Acosta	Hire Seasonal DPW/Sanitation Employees
137-2017	Councilman Acosta	Hire School Crossing Guard
138-2017	Councilman Jimenez	Overpayment of Taxes-Block 304, Lot 8
139-2017	Councilman Jimenez	Municipal Charges – Yard Maintenance
140-2017	Councilman Jimenez	Bell Drive Maintenance Bond
141-2017	Councilman Jimenez	Cooperative Housing Inspection Program
142-2017	Councilman Jimenez	Inclusion in Bergen County Community Development Program
143-2017	Councilman Jimenez	Execution of Community Development Program Agreement with Bergen County
144-2017	Mayor Suarez	LGBTQ Pride Month
145-2017	Mayor Suarez	Gun Violence Awareness Day
146-2017	Councilman Jimenez	Dedication by Rider-Celebration of Public Events Donations
147-2017	Mayor Suarez	Appointment to Anti-Bullying Committee
148-2017	Councilman Acosta	Engineering Services - Van Renssalaer Court Roadway Improvements Project
149-2017	Councilman Castelli	Hire Additional Swim Pool Personnel
150-2017	Councilman Castelli	Salary Correction Swim Pool Personnel
151-2017	Councilman Acosta	Shared Service Agreement – Floodplain Protection Planning Services
152-2017	Councilman Castelli	Approve Fireworks Contract
153-2017	Councilman Jimenez	Cancel Improvement Authorizations of the General Capital Fund
154-2017	Councilman Castelli	Municipal Park Improvement Grant Application
155-2017	Councilman Acosta	Appoint Per-Diem Community Service Officer

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

RESOLUTIONS:

156-2017	Mayor Suarez	Planning Board Appointment
157-2017	Councilman Jimenez	Warrants

COMMENTS BY MAYOR:

Application for Raffles License:

St. James Episcopal Church
514 Abbott Avenue
September 17, 2017 12:00-3:00 pm

APPROVED

N.J. State Firemen's Association Membership:

Joseph Castella
404 Abbott Avenue
Company 1

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 7, 2017

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Castelli

ORDINANCE NO. 2324

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

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

introduced on the 7th day of June, 2017, 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 21st day of June, 2017 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Castelli

ORDINANCE NO. 2324

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE
BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

Section I: Section 355-20 B of the Code of the Borough of Ridgefield, entitled Membership, be and hereby is amended by making the changes set forth below:

SECTION 355-20 "MEMBERSHIP", B Types of Membership shall be amended as follows:

(9) Friendly Neighbor membership. For residents of Cliffside Park, Fairview, and Edgewater.

(10) All memberships are granted subject to the rules and regulations as established by the Borough Council by ordinance or resolution. Failure to abide by these rules and regulations may result in revocation or suspension of membership.

Section II: Section 355-22 of the Code of the Borough of Ridgefield, entitled Fees, be and hereby is amended by making the changes set forth below:

SECTION 355-22 "FEES" shall be amended as follows:

D. Friendly Neighbor Rates:

	Discount Period		Regular Season
Family	\$395.00	Family (Husband, Wife &	\$420.00
Married Couple/Civil Union	\$335.00	Married Couple/Civil Union	\$340.00
Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$335.00	Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$340.00
Individual	\$255.00	Individual	\$280.00
Senior Citizen (62 or older)	\$150.00	Senior Citizen (62 or older)	\$175.00
Senior Citizen Husband & Wife	250.00	Senior Citizen Husband & Wife	\$275.00

Section III: In all other respects, the terms and provisions of Article II of Chapter 355 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

ORDINANCE NO. 2325

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

“BOND ORDINANCE PROVIDING FOR VARIOUS ROADWAY AND SEWER IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, APPROPRIATING \$760,000 THEREFOR (INCLUDING GRANTS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION RECEIVED OR EXPECTED TO BE RECEIVED IN THE AGGREGATE AMOUNT OF \$321,127) AND AUTHORIZING THE ISSUANCE OF \$755,952 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

introduced on the 7th day of June, 2017, 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 21st day of June, 2017 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

ORDINANCE NO. 2325

“BOND ORDINANCE PROVIDING FOR VARIOUS ROADWAY AND SEWER IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, APPROPRIATING \$760,000 THEREFOR (INCLUDING GRANTS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION RECEIVED OR EXPECTED TO BE RECEIVED IN THE AGGREGATE AMOUNT OF \$321,127) AND AUTHORIZING THE ISSUANCE OF \$755,952 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of Ridgefield, in the County of Bergen, State of New Jersey (the “Borough”). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the sum of \$760,000, said sum being inclusive of grants received or expected to be received from the New Jersey Department of Transportation in the aggregate amount of \$321,127 (the “Grants”) and a down payment in the amount of \$4,048 now available for said improvements or purposes as required by the Local Bond Law, as amended and supplemented (N.J.S.A. 40A:2-1 et seq.) (the “Local Bond Law”). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets. Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the bond or notes associated with the Ray Avenue, Virgil Avenue and Abbott Avenue (Slocum to Maple Avenue) portions of the projects set forth in Section 3(a) as those portions of the projects are being funded by the Grants.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$760,000 appropriation not provided for by application of said down payment, and until the Grants are received, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$755,952 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$755,952 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various roadway and sewer improvements including, but not limited to, improvements to Ray Avenue and Virgil Avenue (\$450,000 including a grant

received or expected to be received from the New Jersey Department of Transportation in the amount of \$165,627); Abbott Avenue, from Slocum Avenue to Maple Avenue (\$225,000 including a grant received or expected to be received from the New Jersey Department of Transportation in the amount of \$155,500); and Van Renssalaer Court, from Lancaster to end (\$70,000), such improvements to include, but are not limited to, as applicable, milling, paving, reconstruction and resurfacing the roadways, the repairing and/or installation of curbs, sidewalks and driveway aprons, drainage work, roadway painting, landscaping and aesthetic improvements; and various sewer improvements including, but not limited to, Edgewater Avenue sewer improvements (\$15,000); and also including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) Until the Grants are received, the estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$755,952.

(c) The estimated cost of said improvements or purposes is \$760,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor, and until the Grants have been received, being the amount of \$4,048 is comprised of the down payment for said improvement or purpose.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Bergen make a contribution or grant in aid to the Borough, for the improvement and purpose authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Bergen. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Bergen, shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local Bond Law. 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 the notes issued pursuant to this bond 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 in accordance with the provisions 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 purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Capital Budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Borough may lawfully undertake as general improvements or purposes, 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 said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and 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 or notes provided for in this bond ordinance by \$755,952 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$175,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

SECTION 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in

connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Borough covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Acosta

RESOLUTION NO. 136-2017

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

EAMON CATHERINA

be hired as a DPW/Sanitation Seasonal Employee at the hourly rate of \$11.00 effective May 22, 2017; and

SEAN JACKSON
and
MATTHEW ORLANDO

be hired as a DPW/Sanitation Seasonal Employee at the hourly rate of \$11.00 effective June 8, 2017.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Acosta

RESOLUTION NO. 137-2017

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

PHILIP DiVINCENZO

be appointed as a School Crossing Guard for the 2016-2017 school year at the hourly rate of \$12.90.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 138-2017

WHEREAS, an overpayment of taxes was received in the Borough of Ridgefield for the First Quarter 2015 for Block 304 Lot 8, also known as 888 Linden Avenue;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a refund in the amount of \$1,618.33 for the First Quarter 2015 be issued to Ji S.Kim.

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and she is hereby authorized to issue a check in the total amount of \$1,618.33 made payable to Ji S. Kim and be mailed to 888 Linden Avenue, Ridgefield, New Jersey 07657.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 139-2017

WHEREAS, the Borough of Ridgefield received numerous complaints in regard to the disrepair and/or abandonment of certain properties; and

WHEREAS, the aforesated facts were confirmed upon inspection by the Property Maintenance Department; and

WHEREAS, Property Maintenance notified the owners that the properties needed to be cleaned up and maintained and the owners did not respond; and

WHEREAS, in order to preserve the health, safety and welfare of the adjacent neighbors and all municipal residents the Borough of Ridgefield hired vendors for emergency cleanup of said properties; and

WHEREAS, the owners of these properties were given ample time to respond and pay the clean up fees and have not done so;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council directs Tax Collector Frank Berardo to place Municipal Charges upon the said property for the clean-up costs incurred by the Borough of Ridgefield according to the following schedule:

503 Martling Place Block 3101 Lot 1 \$150.00

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 140-2017

WHEREAS, Bell Drive SG LLC is the developer of a certain development known as Metro Point Logistics Center, Block 2301, Lots 1 and 1.01, Block 2401, Lot 1, and Block 2904, Lot 4; and

WHEREAS, as a condition of its approvals from the Planning Board of the Borough of Ridgefield, Bell Drive SG LLC was required to, and did, post a performance bond to insure completion of the improvements for the site work in substantial conformance to the approved plans; and

WHEREAS, the Planning Board Engineer has certified that the site work has been completed in substantial conformance with the approval; and

WHEREAS, as a condition of that approval, Bell Drive SG LLC was thereafter required to provide a maintenance bond in the amount of \$283,347.17; and

WHEREAS, Bell Drive SG LLC has provided an Irrevocable Standby Letter of Credit dated May 10, 2017, issued by The Private Bank, Chicago, Illinois to serve as the required maintenance bond; and

WHEREAS, the form of Letter of Credit has been approved by the Planning Board Engineer and the Borough Attorney;

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

1. The performance bond previously posted by Bell Drive SG LLC issued by Liberty Mutual in the amount of \$1,888,981.10 be and hereby is discharged, and the original bond shall be returned to the developer.

2. The Borough Clerk be and is hereby authorized and directed to accept the Irrevocable Standby Letter of Credit as described above as the required maintenance guaranty for this project.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 141-2017

WHEREAS, the Department of Community Affairs of the State of New Jersey has established a State Local Cooperative Housing Inspection Program; and

WHEREAS, under this program, municipalities are requested to, and receive authorization to, conduct this State mandated inspections of hotels and multiple dwellings within their jurisdiction on behalf of the Bureau of Housing Inspection from the period of July 1, 2017 to June 30, 2018; and

WHEREAS, the State will pay the Borough of Ridgefield for conducting these inspections; and

WHEREAS, the Borough has previously participated in this program; and

WHEREAS, it is in the best interests of the Borough to participate in that program;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough hereby determines to participate in the State Local Cooperative Housing Inspection Program for fiscal year 2017 to 2018. The Mayor be and he is hereby authorized and directed to execute, on behalf of the Borough of Ridgefield, the attached letter from the Department of Community Affairs, and the Municipal Clerk is authorized and directed to forward same to the Department of Community Affairs, with a copy to Armand Marini, the Borough's Construction Official, together with the Conditions of Authorization as attached.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

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



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 810
TRENTON, NJ 08625-0810

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Commissioner

June 1, 2017

The Honorable Anthony R. Suarez
Mayor, Borough of Ridgefield
604 Broad Avenue
Ridgefield Boro, New Jersey 07657

Re: State Local Cooperative Housing Inspection Program

Dear Mayor Suarez:

On behalf of Governor Chris Christie and the New Jersey Department of Community Affairs, it is my pleasure to welcome the Borough of Ridgefield's participation in the State Local Cooperative Housing Inspection Program. Under this Program, your municipality has requested and received authorization to conduct the State mandated inspections of hotels and multiple dwellings within its jurisdiction on behalf of the Bureau of Housing Inspection during the period from July 1, 2017 to June 30, 2018. This Authorization is based upon the requirement that these inspections and their related activities be conducted in strict accordance with the Conditions of Authorization enclosed with this letter.

In order to pay your municipality for conducting these State inspections during Fiscal Year 2018, the Bureau has allocated the sum of \$7,000.00. This amount is based upon the number of hotels, motels and multiple dwellings in your municipality that will require inspection during Fiscal Year 2018. In addition to the current inspections, this number may also include inspections determined by the Bureau to be overdue.

To indicate your acceptance of this authorization, please sign both copies of this letter and return one copy to Joseph Krajewski, Supervisor of the State Local Cooperative Housing Inspection Program, Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810. Please retain the other copy for your files.

I thank you for your interest in the Department's State Local Cooperative Housing Inspection Program and look forward to working with you during the upcoming months toward our common goal of ensuring safe and decent housing within your municipality.

Sincerely,

Edward M. Smith
Director
Division of Codes and Standards

Anthony R. Suarez, Mayor
Ridgefield Boro
Enclosure



CONDITIONS OF AUTHORIZATION

Definitions - Unless otherwise indicated, the within terms shall have the following meanings:

Act - Act shall mean the Hotel and Multiple Dwelling Law (P.L. 1967, C. 76 as amended, N.J.A.C. 55:13A-1 et seq.).

Building - Building shall mean a multiple dwelling as defined by the N.J.S.A. 55:13A-3(k) or a hotel as defined by N.J.S.A. 55:13A-3(j) subject to the jurisdiction of the Bureau of Housing Inspection.

Bureau - Bureau of Housing Inspection.

Certificate of Inspection - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-13, to the owners of the buildings that are found to be in compliance with the Regulations.

Certificate of Registration - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-12, to the owners of buildings that have been properly registered.

Commissioner - Commissioner shall mean the Commissioner of Community Affairs.

Department - Department shall mean the Department of Community Affairs

Local Enforcing Agency (LEA) - A permanent municipal, county or interlocal agency maintained for the purpose of conducting inspections and enforcing building maintenance laws, ordinances, codes and rules, that is supervised by, and has all hotel and multiple dwelling inspections performed by, persons licensed under N.J.A.C. 5:10-1 et seq.

Municipality - Municipality shall mean the municipality or county authorized by a letter transmitted together herewith to perform inspections on behalf of the Bureau.

Owner - Owner shall mean the person who owns, purports to own, or exercises control of any hotel or multiple dwelling.

Registration - Registration shall mean registration of a hotel or multiple dwelling in accordance with N.J.S.A. 55:13A-12.

Regulations - Regulations shall mean the current Regulations for the Maintenance of Hotels or Multiple Dwellings (N.J.A.C. 5:10-1.1 et seq.) promulgated pursuant to N.J.S.A. 55:13A-7.

RIMS - Registration-Inspection-Management-System
The electronic application used to manage registrations and inspections conducted by the Bureau of Housing Inspection and it's local inspection SLCHIP staff.

Shall - As used in this Conditions of Authorization, is always to be construed as mandatory.

1. The Municipality shall comply with all provisions of the Act and Regulations whether explicitly referred to herein or not, and with all directives of the Bureau issued pursuant thereto.
2. The Department shall create a reservation for the purchase of inspection services from the Municipality during the period from July 1 to the following June 30 and shall give notice to the Municipality of the amount of such reservation for this period. The Municipality may make requisitions against this Reservation in amounts not to exceed credits earned under Paragraph 7 Section A, B, and C at the time of requisition. Said reservation may be decreased by the Department, if in its sole discretion, it determines that the Municipality cannot reasonably be expected to do enough work satisfactory to the Department to earn the full amount of the Reservation before the end of the State's fiscal year.
3. The Municipality shall perform the following services:
 - A. The Municipality shall identify all unregistered or improperly registered buildings within the Municipality. A separate information form prescribed by the Bureau shall be completed and promptly forwarded to the Bureau for each such building.
 - B. The Municipality shall be obligated to keep the local registry accurate by promptly reporting to the Department all transfers of ownership, demolitions, alterations, and construction of buildings within the Municipality and by reporting all errors that may appear.
 - C. The municipality or county shall inspect, in each State fiscal year, all of the multiple dwellings and hotels and units of dwelling space therein which the Bureau determines to be subject to cyclical inspection in that fiscal year.
 - D. **The inspections, that are required to be performed pursuant to Paragraph C above, shall be completed and submitted, to the Bureau within 90 days of their date assigned.**
 - E. All buildings are to be inspected in accordance with the most recently promulgated Regulations.
 - F. The Municipality shall have internet access so that the municipal inspection staff has the ability to sign into the New Jersey Network Portal to access the Bureau's Registration-Inspection-Management-System (RIMS) for the purpose of conducting inspections. Each approved inspector shall have and maintain an email address to electronically receive a Personal Identification Number (PIN) to sign inspection reports, and assignments.
 - G. The Municipality shall, in addition to whatever local procedures it chooses to adopt, make an inspection report concerning each inspected building by way of the RIMS. The local program official(s) designated by the Municipality and approved by the Department shall sign all inspection and reinspection reports submitted to the Bureau electronically by obtaining a Personal Identification Number (PIN) through RIMS. Such reports shall include the name of the inspector who performed the inspection and shall be submitted to the Bureau immediately upon completion. In the event that an inspection of a building discloses a violation of the Regulations constituting an imminent hazard to the health, safety and welfare of its occupants, the Municipality shall without delay transmit its inspection report and findings to the Bureau for appropriate action. All reports submitted to the Bureau, which disclose violations shall be clearly segregated from reports, which disclose no violation.

- H. When specifically requested by the Bureau, the Municipality shall conduct, within one week of the request, a re-inspection of those buildings where violations were discovered at the time of the original inspection. The Municipality shall make a reinspection report concerning each building through the RIMS and forward such reports to the Bureau upon completion thereof. No reinspection reports will be accepted for credit unless all original reported violations have been reinspected. The Bureau shall be responsible for any other functions of the enforcement procedure, which can be undertaken on a local level. **Only the Bureau shall grant extensions of time to complete abatement.**
- I. The Municipality shall provide the Department with such information as may be necessary to determine the eligibility of the Municipality for funds that may be requisitioned by it under the Paragraph 7 hereof; including without limitation, copies of past, current and projected operation budgets and tables of organization for the Municipal Departments undertaking inspection and related duties. The Municipality shall also supply the Bureau with a list of appropriate totals of those buildings within its boundaries, which are not registered or inspected by the end of each State fiscal year.
- J. The Municipality shall be solely responsible for compliance with Local, State, and Federal Law pertaining to the dislocation and relocation of individuals, families and businesses. Nothing herein shall limit the Municipality from applying to the Department for relocation assistance, as it may deem necessary.
- K. The Municipality shall perform, within its boundaries, inspections of those buildings that are the subject of complaints received by the Bureau. Such inspections shall be completed and performed within one week of being assigned. However, in the event that the building, which is subject of the complaint; has been issued a valid Certificate of Inspection, by the Bureau, the first inspection and reinspection shall be limited to the subject matter of the complaint.
- L. All persons employed by a municipality or county to perform inspections under the Multiple Dwelling Act, shall be licensed pursuant to N.J.A.C. 5:10-1B. Inspectors acceptable and **certified** by the Bureau shall perform all inspections pursuant hereto. The Municipality shall provide to the Bureau two passport photos and both resumes and Conflict of Interest Questionnaires, of all inspectors whom the Municipality intends to assign to perform inspections pursuant hereto. No inspector disapproved by the Bureau shall perform any inspections pursuant hereto. Upon request of the Bureau, the Municipality shall provide to the Bureau such further information concerning any inspector whom the Municipality assigns or intends to assign to perform inspections pursuant hereto as the Bureau may require. In the event that the Bureau deems the quality of an inspector's work to be unsatisfactory and so advises the Municipality, then the Municipality shall immediately cease to assign inspections required to be performed pursuant hereto to the said inspector. Upon termination of an inspector, the photo ID supplied by the Bureau shall be returned to the Bureau immediately. All inspectors assigned by the Municipality to perform inspections pursuant hereto shall attend, and shall be required by the Municipality to attend, training sessions scheduled by the Bureau when such attendance is required by the Bureau and any such inspector is not specifically excused by the Bureau.

Inspections made in conjunction with newly constructed or converted buildings as described in N.J.S.A. 52:27D-119 et seq. are not authorized.

- M. In the event that the municipality chooses to establish itself as a Local Enforcement Agency (LEA) pursuant to N.J.A.C. 5:10-1A, the municipality will be removed from the State-Local-Cooperative-Housing-Inspection-Program (SLCHIP) upon passage of the municipal ordinance that establishes them as an LEA. All previously completed and outstanding inspections, reinspections, etc. become the responsibility of the Bureau of Housing Inspection until their completion. All outstanding assignments shall be returned to the Bureau for completion once the LEA is established.
4. The Department or Bureau shall do the following:
- A. The Bureau shall supply the Municipality with a listing of all buildings within the Municipality's boundaries registered or on file with the Bureau, and such other information regarding inspection and enforcement activities of the Municipality and the Bureau as may reasonably be required.
- B. The Department shall furnish to the Municipality all forms or documents, which are or may become necessary to carry out the duties assumed hereunder.
5. The Bureau, upon receipt of each inspection report disclosing a violation or violations, may initiate whatever enforcement or compliance proceedings, as it deems fit and appropriate.
6. The Department shall credit the Municipality in accordance with the following formulas:
- A. Upon formal registration of each building not now registered, the Municipality shall be credited with an amount of \$10.
- B. The Municipality shall be credited for inspections performed as follows: \$23 per unit for up to and including 7 units, \$15 per unit for the next 16 units, \$12 per unit for the next 24 units, and \$9 per unit for all units in excess of 47 units. Credits for projects will be calculated in the same manner using the total number of units in the project as a base. Credit for reinspection will be \$8 per unit reinspected with a minimum of \$10 per building. In the event of Administrative hearings and/or court appearances, the Department shall credit the Municipality with a maximum of \$25 per full day for each municipal witness required to appear. Without prior permission, Municipal attendance at Departmental hearings shall be limited to one person per day.
- C. The Municipality shall be credited with \$10 for each transfer of ownership, or creation of a building when the Municipality is responsible for such information reaching the Department in the first instance.
- D. The Municipality shall be credited with an amount of \$10 per unit for each first inspection and each reinspection when the inspection is performed as a result of a complaint received by the Bureau, and when the building that is the subject of the complaint has been issued a valid Certificate of Inspection by the Bureau. In the event that the building complained of has not been issued a Certificate of Inspection, the Municipality will be credited in accordance with Paragraph 6, Section B for the first inspection and reinspection.
- E. No credit shall be allowed for any work that is not satisfactory to the Bureau.

7. The Municipality may from time to time make requisitions against the Reservation, as may be approved by the Commissioner, up to but not in excess of the amount of credits outstanding in said account as of the date of the requisition; said requisition shall be nevertheless expressly limited to reimbursement to the Municipality for existing or additional expenses incurred in carrying out the duties assumed by it hereunder or to improve its housing inspection program and to supplement the locally approved budget dedicated to local housing inspection programs; provided, however, in the event the Municipality shows to the satisfaction of the Commissioner that such funds are not needed for the above, requisitions may request payment to the general surplus or other account designated by the Municipality.
8. The Municipality shall submit such data as the Department shall from time to time require and shall from time to time make its books available for the Department's inspection at such times as the Department shall require.
9. The Municipality shall conscientiously enforce all local ordinances related to housing and shall proceed under such ordinances with respect to cases referred by the Bureau for enforcement under such ordinances. No payment shall be made by the Bureau for enforcement under local ordinances.

While the Bureau recognizes that the Municipality may enact a local ordinance requiring inspection and reinspection of the hotels and motels within its jurisdiction provided it is more restrictive than the Hotel and Multiple Dwelling Law, such inspections and reinspections may not be conducted at the same time as those required under this agreement.

The municipality is prohibited from performing fire inspections in non-life hazard buildings, which fall under the jurisdiction of the Hotel and Multiple Dwelling Law the year the building has its five-year cyclical inspection done. Any fire violations that may exist are to be cited on the report conducted on the behalf of the Bureau of Housing Inspection.

In the event the municipality is authorized by the Division of Fire Safety to be the Local Enforcing Agency pursuant to N.J.A.C. 5:70-1.5 for the purpose of conducting fire inspections of life hazard and non-life hazard buildings and if that fire inspection and state housing inspection is not conducted at the same time by the same inspector, the above paragraph does not apply

10. It is further agreed by and between the Department and the Municipality that the Municipality shall be solely responsible for and shall keep, save and hold the Department of Community Affairs, Division of Codes and Standards, the Bureau of Housing Inspection and their officers, directors, employees, agents, and servants harmless from all claims, loss, liability, expense, damage, and judgments, including all legal expenses incurred resulting from any and all acts of the Municipality or any of its officers, directors, employees, agents, or any person or persons in connection with the performance of this agreement, or from any and all injury and damage to any property caused by any and all acts of the Municipality or any of its officers, directors, employees, agents, and servants or any other person or persons in connection with the performance of this agreement. The Municipality's liability under this agreement shall continue after the termination of this agreement with respect to any liability, claims, loss, expense, damage, or judgment resulting from acts occurring prior to termination.

The Municipality further shall be solely responsible to defend any and all suits that may be brought against the Department, the Division, or the Bureau or any of its officers, directors, employees, agents or servants on account of any and all acts of the Municipality, and will make good to, and reimburse the Department for any expenditures that the Department may make by reason of such acts

11. The Department expressly reserves the right, as its option, to carry out inspection and enforcement activities within the boundaries of the Municipality, as it deems necessary to fulfill the duties imposed upon it by the Act or to assure faithful conformance of the Municipality with the duties and responsibilities assumed hereunder.
12. The Municipality shall not utilize any funds received pursuant hereto to employ or otherwise compensate any employee of the Department of Community Affairs who has directly participated in the negotiation or approval of this Authorization.
13. This Authorization may be terminated at any time by the Department for any of the following reasons: 1) failure for any reason of the Municipality to fulfill in a timely manner any of the conditions herein set forth; 2) submission of reports by the Municipality to the Department that are incorrect and incomplete in any material respect; 3) improper use of funds provided pursuant hereto; 4) any conduct on the part of a municipal employee which would constitute a violation of the New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., if that conduct were engaged in by a State employee. In the event of termination, the Municipality shall deliver to the Department all inspection reports and registration information in its possession.
14. This Authorization shall be effective as of the date stated in the letter of authorization and shall continue in effect until revoked by the Department.
15. The Authorization hereby conferred shall be deemed to be extended to the territory of one or more other local units of government upon submission by the Municipality and by such other local unit(s) of government of proof of compliance with the requirements of the Interlocal Services Act (N.J.S.A. 40-8A et seq.).

SLCHIP

PAYMENT SCHEDULE
Effective July 1, 2005

UNITS INSPECTED

	<u>@ \$23 per unit</u>	<u>@ \$12 per unit</u>	<u>@ \$9 per unit</u>		<u>\$9</u>		<u>\$9</u>		
1	23	24	413	48	698	67	869	86	1040
2	46	25	425	49	707	68	878	87	1049
3	69	26	437	50	716	69	887	88	1058
4	92	27	449	51	725	70	896	89	1067
5	115	28	461	52	734	71	905	90	1076
6	138	29	473	53	743	72	914	91	1085
7	161	30	485	54	752	73	923	92	1094
<u>@ \$15 per unit</u>		31	497	55	761	74	932	93	1103
8	176	32	509	56	770	75	941	94	1112
9	191	33	521	57	779	76	950	95	1121
10	206	34	533	58	788	77	959	96	1130
11	221	35	545	59	797	78	968	97	1139
12	236	36	557	60	806	79	977	98	1148
13	251	37	569	61	815	80	986	99	1157
14	266	38	581	62	824	81	995	100	1166
15	281	39	593	63	833	82	1004	200	2066
16	296	40	605	64	842	83	1013	300	2966
17	311	41	617	65	851	84	1022	500	4766
18	326	42	629	66	860	85	1031		
19	341	43	641						
20	356	44	653						
21	371	45	665						
22	386	46	677						
23	401	47	689						

Complex scheduled as total units inspected and reinspected (not per building)

REINSPECTION SCHEDULE

\$8 per unit no limit, minimum \$10 per building

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 142-2017

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, the current Interlocal Services Cooperative Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS, by June 12, 2017, each Municipality must notify the Bergen County Division of Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS, it is in the best interest of the Borough of Ridgefield and its residents to participate in said Programs.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield hereby notifies the Bergen County Division of Community Development of its decision to be included as a participant Municipality in the Urban County entitlement programs being the Community Development Block Grant Program, the HOME Investment Partnership Program and the Emergency Solutions Grant Program for the Program Years 2018, 2019, 2020 (July 1, 2018-June 30, 2021); and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Bergen County Division of Community Development no later than June 12, 2017.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 143-2017

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and; and

WHEREAS, an Agreement has been proposed under which the Borough of Ridgefield and the County of Bergen in cooperation with other Municipalities will modify an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq.; and

WHEREAS, it is in the best interest of the Borough of Ridgefield and its residents to participate in said Programs.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Ridgefield that the Agreement entitled "Three Year Cooperative Agreement" (an Agreement superseding the Cooperative Agreement dated July 1, 2000-June 30, 2003) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program, the HOME Investment Partnership Program and the Emergency Solutions Grant Program for the Program Years 2018, 2019, 2020 (July 1, 2018-June 30, 2021) be executed by the Mayor and the Borough Clerk in accordance with the provisions of law; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately in accordance with law.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Mayor Suarez

RESOLUTION NO. 144-2017

WHEREAS, On June 27, 1969 the New York City Police Department raided the Stonewall Inn, a bar that was frequented by members of the lesbians, gay, bisexual, transgender and questioning, or LGBTQ community; and

WHEREAS, The Stonewall Riots marked the beginning of the liberation movement that transformed the oppression of LGBTQ people into calls of pride and action, and LGBTQ Pride Month, where we commemorate the events of June 1969 and commit to achieving equal justice under the law for LGBTQ Americans; and

WHEREAS, Ridgefield has a proud LGBTQ community, from all walks of life, which has the right to feel safe and not live with fear of harassment and persecution and not be discriminated against; and

WHEREAS, LGBTQ youth are four times more likely to attempt suicide than their straight peers, and more than 1/3 of LGBTQ youths have attempted suicide and nine out of ten LGBTQ youths report harassment at school, and three-fifths report feeling unsafe at school; and

WHEREAS, all people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation. During LGBTQ Pride Month, we celebrate the proud legacy LGBTQ individuals have woven into the fabric of our Nation, we honor those who have fought to perfect our Union, and we continue our work to build a society where every child grows up knowing that their country supports them, is proud of them, and has a place for them exactly as they are.

NOW THEREFORE, we, the Mayor and Council of the Borough of Ridgefield, do hereby proclaim June 2017 as LGBTQ Pride Month in the Borough of Ridgefield.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Mayor Suarez

RESOLUTION NO. 145-2017

WHEREAS, every day, 93 Americans are killed by gun violence and more than 200 have sustained non-fatal firearm injuries over the last 5 years; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, June 2, 2017 would have been the 20th birthday of Hadiya Pendleton, a teenager who was tragically shot and killed just weeks after marching in President Obama's second inaugural parade; and

WHEREAS, to help honor Hadiya – and the 93 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 2, 2017 as the third annual National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 2nd to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2nd, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Anthony R. Suarez of the Borough of Ridgefield declares June 2 to be National Gun Violence Awareness Day and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 146-2017

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A.40A:5-29 provides for receipt of funds from gifts, bequests, and donations by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from Celebration of Public Events Donations are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to place gift funds received by the Borough of Ridgefield in a specific fund to be considered a dedication by rider to the budget in accordance with N.J.S.A.:4-39 for the Borough of Ridgefield
2. The Municipal Clerk of the Borough of Ridgefield, County of Bergen is hereby directed to forward two certified copies to the Director of the Division of Local Government Services.
3. This resolution shall not become effective until it is approved by the Director of the Division of the Local Government Services.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Mayor Suarez

RESOLUTION NO. 147-2017

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

FELICIA CAMMARANO

to the Anti-Bullying Committee for the unexpired term of Linda Apkarian through December 31, 2017.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Acosta

RESOLUTION NO. 148-2017

WHEREAS, there is a need for Civil Engineering Services for design and construction inspection of the project known as Van Renssalaer Court Roadway Improvements within the Borough of Ridgefield; and

WHEREAS, Maser Consulting P.A., 400 Valley Road, Suite 304, Mount Arlington, NJ 07856 was awarded the contract as Borough Engineer on Resolution 86-2017; and

WHEREAS, the Borough Engineer has submitted a Proposal dated May 17, 2017 for Civil Engineering Services at a lump sum cost not to exceed \$27,000.00; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Maser Consulting P.A. as required by law.
2. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
3. A notice of this action shall be printed in *The Record*.
4. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from the Capital Fund Account Number 04-2150-55-2318 in an amount not to exceed 27,000.00, as evidenced by the Chief Finance Officer's Certificate of Sufficient Funding attached hereto; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD

604 BROAD AVENUE, RIDGEFIELD, N.J. 07657
TEL (201) 943-5215 FAX (201) 943-4730

VOUCHER

Purchase Order Number
NO: 80915
This number must appear on all packages, invoices, and correspondence.

BILLS TO BE CONSIDERED FOR PAYMENT MUST BE PRESENTED TO THE BOROUGH PROPERLY SIGNED AND CERTIFIED ON THIS FORM ON OR BEFORE THE FRIDAY PRECEDING EACH MEETING

Vendor: MASER CONSULTING, P.A.

11976 Ship to: DEPARTMENT OF PUBLIC WORKS
515 CHURCH STREET
RIDGEFIELD, NJ 07657

Certificate NOT on file.

DATE	REQ	VENDOR--PLEASE PROVIDE THE FOLLOWING		ACCOUNT
05/31/17	0	TAX ID# 22-2651610	INCORPORATED YES / NO	04-2150-55-2318-
Quantity	Unit	Description of Materials or Service	Unit Price	Extended

1.0000		VAN RESSLARAER AVE BIDDING THROUGH COMPLETION	27,000.000	27,000.00
--------	--	--	------------	-----------

Purchase Order Total: 27,000.00
NEW JERSEY SALES TAX EXEMPT #69-0220962

PLEASE SIGN AND RETURN WITH INVOICE FOR PAYMENT

CLAIMANT'S CERTIFICATION	VENDOR SIGN
I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITH THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.	SIGNATURE (X) _____ DATE _____ TITLE _____

OFFICER'S OR EMPLOYEE'S CERTIFICATION	DEPT HEAD SIGNATURE
HAVING KNOWLEDGE OF THE FACTS IN THE COURSE OF REGULAR PROCEDURES, I CERTIFY THAT THE MATERIALS AND SUPPLIES HAVE BEEN RECEIVED OR THE SERVICES RENDERED; SAID CERTIFICATION IS BASED ON DELIVERY SLIPS ACKNOWLEDGED BY A MUNICIPAL OFFICIAL OR EMPLOYEE OR OTHER REASONABLE PROCEDURES.	DATE _____ TITLE _____

NO ORDER VALID UNLESS SIGNED BELOW <small>I hereby certify that the funds are available and encumbered.</small>	COMMITTEE APPROVAL	PAYMENT DATE
C.F.O. _____ DATE _____ FOR FINANCE DEPARTMENT	CHAIRPERSON _____ COUNCILPERSON _____ COUNCILPERSON _____	DATE _____ CHECK NUMBER _____ DATE _____ CHECK NUMBER _____ DATE _____ CHECK NUMBER _____
APPROVED FOR PAYMENT _____ DATE _____		

If you would like a copy for your records, please contact the purchasing department.
VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT

fi_po_rg_c

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Castelli

RESOLUTION NO. 149-2017

BE IT RESOLVED by the Mayor and Council that the following individuals be hired as Swim Pool Personnel for the 2017 pool season:

Joseph Biggiani	\$9.25
Antonio Gil	\$9.25
Taylor Jakuc	\$9.50
Milesa Jeremic	\$9.50
Francesca Boru	\$9.00

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
 Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Castelli

RESOLUTION NO. 150-2017

WHEREAS, the Mayor and Council hired Swim Pool Personnel for the 2017 pool season through Resolution No. 132-2017; and

WHEREAS, salary corrections need to be made as follows:

Luca Aruri	10.00	Erin O’Conner	9.50
Matthew Baginski	10.00	Alyssa Pulci	9.75
Carlos Barquin	9.25	Michael Ragone	9.75
Amanda Baric	9.50	Destiny Rojas	9.50
Brendan Bohan	9.75	Ryan VanBuskirk	9.50
Jiwon Cha	10.00	John VanBuskirk	12.75
Jonice Concha	9.75	Briana Vermeal	12.75
Louis Correa	9.50	Warren Douglas Vincentz	10.75
Devon Gohde	9.75	Rita Wiss	15.00
Victoria Kulhan	9.75	Matthew Castelli	9.50
Tyler O’Conner	10.00		

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

 Anthony R. Suarez, Mayor

 Linda M. Silvestri,
 Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Acosta

RESOLUTION NO. 151-2017

WHEREAS, N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act authorizes contracts between municipalities and other local units for the joint provision of services within their respective jurisdictions; and

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“County Trust Fund”), provides grants to municipal governments for Technical Assistance involving Floodplain Protection planning; and

WHEREAS, these grants are made available to develop a Floodplain Acquisition Plan (“FAP”) for a municipality to document and map past flooding events, flooding impact, and identify areas of greatest need of assistance for the removal of existing structures and homes and develop conceptual design plans to restore and/or conserve the natural functions of floodplains once structures are removed; and

WHEREAS, services are made available through The Land Conservancy of New Jersey and The Rutgers Cooperative Extension Water Resources Program on a shared service contact basis at no cost to the municipality;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Ridgefield, Bergen County, New Jersey, pursuant to the provisions of N.J.S.A. 40A:65-1 et seq. that the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a Shared Services Agreement between the Borough of Ridgefield and County of Bergen, for the development of floodplain protection plans, a copy of which Agreement is annexed hereto and is on file in the office of the Borough Clerk, and available for public inspection; and

BE IT FURTHER RESOLVED that a copy of the aforesaid Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Prepared by:

Kevin Funabashi, Esq.

SHARED SERVICES AGREEMENT

This Shared Agreement is made on _____, 2017

BETWEEN, THE COUNTY OF BERGEN, whose address is One Bergen County Plaza, Hackensack, New Jersey 07601 and is hereinafter referred to as the “County”.

AND THE BOROUGH OF RIDGEFIELD, whose address is 604 Broad Avenue, Ridgefield, New Jersey 07657 and is hereinafter referred to as the “Municipality”.

WHEREAS, the County and the Municipality support the acquisition of flood prone properties as part of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund; and

WHEREAS, the County has retained The Land Conservancy of New Jersey and the Rutgers Cooperative Extension Water Resources Program to prepare flood acquisition plans and develop conceptual design plans to restore and/or conserve the natural functions of floodplains once structures are removed; and

WHEREAS, the Municipality has filed a Declaration of Interest with Division of Open Space for a Technical Assistance for Floodplain Protection planning services by The Land Conservancy of New Jersey and the Rutgers Cooperative Extension Water Resources Program at no cost to the Municipality; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers and allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction for a period of up to ten (10) years as set forth in N.J.S.A. 40A:65-7(4).

WHEREAS, the Board of Chosen Freeholders adopted Resolution 898-16 on August 24, 2016 and the Municipality adopted Resolution _____ on _____, 2017, which resolutions authorized the execution of this agreement.

NOW, THEREFORE, BE IT AGREED, in consideration of the premises, and of the covenants, terms and conditions hereinafter set forth, the parties agree that the County of Bergen shall provide the following services to the Municipality, at no cost to the Municipality:

1. Rutgers Cooperation Extension. Rutgers Cooperative Extension (RCE) Water Resources Program, located at 14 College Farm Road, New Brunswick, New Jersey 08901 will provide technical engineering and related assistance for the restoration of flood prone properties, to increase of flood storage, minimize future flood damages, and promote passive recreation.

A Task I. Site Assessment. RCE Water Resources Program staff will collect all available data and conduct a thorough site evaluation of the flood prone properties and surrounding community environs. Specific information to be obtained will include, but not be limited to:

- 1) Available site plans with property boundary information, topography, and flood plain limits and flood elevations.
- 2) Photographing project site/s and surrounding areas and noting existing trees and vegetation, existing wetlands, access to the property, and connections with surrounding neighborhoods and community.

Note: RCE Water Resources Program staff will require that available topographic, property boundary, utility, and existing infrastructure information be provided by the Municipality. This information, combined with site evaluation notes, will be used to prepare a suitable base map for conceptual designs. RCE will coordinate with the Municipality (including attendance at one (1) meeting) and its representatives to obtain relevant information.

B Task 2: Conceptual Design. Upon completion of the site assessment, RCE Water Resources Program staff and student interns will prepare a conceptual design plan proposing recommended improvements and restoration strategies for the flood prone properties of interest. The goal of this design effort will be to increase flood storage, minimize future flood damages, promote passive recreation, and develop a sustainable long-term management strategy for the new open space areas created through the flood prone property acquisition. The plan will provide details and

illustrate proposed improvements in a format suitable for use by community leaders to get input and consensus from the community.

- C Task 3: Public Presentation. Once the conceptual plan has been completed and reviewed by designated community representatives, the RCE Water Resources Program can assist leaders in presenting the proposed design to the public. Comments from the public will be solicited and recorded. The municipality will be responsible for scheduling and facilitating this meeting at a mutually agreed upon date and time. Based on final review of the plans and public comment by designated municipal representatives, RCE Water Resources Program staff will revise the concept plan (1 revision) and issue a final concept plan to the municipality. The final deliverables to the municipality will include a final concept plan along with a brief memorandum summarizing the proposed plan, anticipated regulatory reviews and permits, recommended next steps required to complete final design efforts, and an order-of-magnitude budget estimate for completing proposed improvements.

- 2. The Land Conservancy of New Jersey.** The Land Conservancy of New Jersey, a nonprofit located at 19 Boonton Avenue, Boonton, New Jersey 07005 shall provide technical assistance by licensed planners to municipalities in the preparation of a planning document known as a Flood Acquisition Plan (FAP) to document local impacts from flood events and identify project areas for acquisition based upon repetitive, ongoing flooding.

By signing below, the Municipality and the County hereby execute this Agreement and confirm that each of them is mutually bound by all provisions contained herein.

ATTEST:

Municipal Clerk

BOROUGH OF RIDGEFIELD

By: _____
Anthony R. Suarez, Mayor

ATTEST:

COUNTY OF BERGEN COUNTY

By: _____
James J. Tedesco III, County Executive

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Castelli

RESOLUTION NO. 152-2017

WHEREAS, the Borough of Ridgefield wishes to provide its annual July 4th fireworks display on July 1, 2017; 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, 2017.
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 per the adoption of the CY2017 Budget:

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
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

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, 2017. The rain date will be mutually agreed to by the parties to a date in 2017.

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 sponsor 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 2017. In the event the show cannot be fired on the postponed date or another mutually agreeable date in 2017, 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

4/17/17
Date


Jack A. Serpico

Borough of Ridgefield

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, 2017. 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 (both Serpico & Starfire Corporation are covered by worker's compensation insurance) 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 M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD

By: _____
Mayor Anthony Suarez

Date:

4/17/17

Attest:

D. Serpico

SERPICO PYROTECHNICS,
LLC/STARFIRE CORP.

By: *Jack A. Serpico*
Jack A. Serpico, Authorized
Company Representative

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 153-2017

BE IT RESOLVED, that the Mayor and the Council of the Borough of Ridgefield the following capital improvement authorization of the General Capital Fund be canceled:

<u>Ordinance</u>	<u>Improvement Description</u>	<u>Amount</u>
2235	Elm Avenue Improvements	\$154,941.90
2887	Abbott Avenue Improvements	158,750.00
		<u>\$313,691.90</u>

BE IT FURTHER RESOLVED, that the Mayor and the Council of the Borough of Ridgefield the following unfunded capital improvement authorization of the General Capital Fund be canceled, thereby reducing the amount of debt authorized:

<u>Ordinance</u>	<u>Improvement Description</u>	<u>Amount</u>
2207	Various Improvements	\$ 465.00
2293	Refunding Bond Ordinance	1,480,000
		<u>\$ 1,480,465</u>

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Castelli

RESOLUTION NO. 154-2017

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“County Trust Fund”), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of outdoor municipal recreation facilities; and,

WHEREAS, the Borough of Ridgefield desires to further the public interest by obtaining a matching grant of \$45,000 from the County Trust Fund to fund the following project: Park Improvements to Veterans Memorial Park; and,

WHEREAS, the governing body/board has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, as part of the application process, the governing body/board received held the required Public Hearing to receive public comments on the proposed park improvements in the application on May 17, 2017; and,

WHEREAS, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above named project and ensure its completion on or about the project contract expiration date.

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

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of **June 30, 2017**, as established by the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the Ridgefield Mayor and Council has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That the Ridgefield Mayor and Council is committed to providing a dollar for dollar cash match for the project; and,

4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.

5. That the Ridgefield Mayor and Council agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,

6. That this resolution shall take effect immediately.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Acosta

RESOLUTION NO. 155-2017

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

BRIAN BITETTO

be appointed as a per-diem Community Service Officer for the remainder of 2017 at the hourly rate of \$15.00 effective immediately.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Mayor Suarez

RESOLUTION NO. 156-2017

BE IT RESOLVED that the Mayor appoints to the Planning Board:

MICHAEL MOAT

as Alternate 2 for the unexpired term of Joan Broderick through December 31, 2017; and

ANTHONY VENTRI

as the Mayor's Alternate for the unexpired term of Michael Moat through December 31, 2017.

MAYOR'S APPOINTMENT – NO COUNCIL VOTE NEEDED

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

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

Diane Sherry,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 7, 2017

Presented by Councilman Jimenez

RESOLUTION NO. 157-2017

BE IT RESOLVED, that warrants totaling **\$3,237,492.39**
be drawn on the following accounts:

CURRENT	\$3,157,940.88
TRUST	\$53,975.35
POOL	\$25,556.36
DOG LICENSE	\$19.80
TOTAL	\$3,237,492.39

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Jimenez	X			
Kontolios	X			
Mayor Suarez				

Approved:

Attest:

Russell Castelli, Council President

Linda M. Silvestri,
Borough Clerk