

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Public Session Meeting of the Mayor and Council

Date: May 28, 2019

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to C.T.O.: 6:33 P.M.
Executive Session: Adjourn: 6:35 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.: 6:35 P.M.
Adjourn: 7:23 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:39 P.M.
Adjourn: 8:04 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda: NONE

Correspondence:

As advertised, hearing will be held on CY2019 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

169-2019 Councilman Jimenez Adoption of CY2019 Budget

ROLL CALL-PUBLIC SESSION

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez	X		X	
Castelli	X		X	
Penabad	X		X	
Shim	X		X	
Jimenez	X		X	
Kontolios	X		X	
Larkin	X		X	

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
	Mayor Suarez	X
Castelli	X	
Penabad	X	
Shim	X	
Jimenez	X	
Kontolios	X	
Larkin	X	

CONSENT AGENDA:

- 170-2019 Councilman Castelli Limousine License-Walker Nunez-Henriquez
- 171-2019 Councilman Castelli Approve Fireworks Contract
- 172-2019 Councilman Castelli Hire DPW Seasonal Employees
- 173-2019 Councilman Castelli Hire Per-Diem Community Service Officers
- 174-2019 Mayor Suarez Appoint Tax Assessor
- 175-2019 Mayor Suarez Appoint 2nd Alternate – Borough Prosecutor
- 176-2019 Councilman Castelli Hire 2019 Swim Pool Personnel
- 177-2019 Councilman Castelli Support the Never Forget Heroes Permanent Authorization of the September 11th Victims Compensation Act

- 178-2019 Councilman Castelli Authorize Sale of Jetter to Northvale

COUNCIL VOTE

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

RESOLUTIONS:

- 179-2019 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

Coin Toss Request:

RMHS Volleyball
 September 21, 2019; Rain Date: September 22, 2019

APPROVED

COMMENTS BY COUNCIL:

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 May 28, 2019

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				
Penabad				
Shim				
Jimenez				
Kontolios				
Larkin				
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 May 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 169-2019

SECTION 2 - UPON ADOPTION FOR 2019

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

RESOLUTION

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

- (a) \$10,846,579.95 (Item 2 below) for municipal purposes, and
 - (b) _____ (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
 - (c) _____ (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18:9-3) and the certification to the County Board of Taxation of
 - (d) 646,232.00 Minimum Library Tax
- the following summary of general revenues and appropriations.

	[[Abstained	[
	[[[
RECORDED VOTE	Ayes	Nays		
(insert last name)	[[Absent	[
	[[[

SUMMARY OF REVENUES

1. General Revenues		
Surplus Anticipated	40503-10	1,600,000.00
Miscellaneous Revenues Anticipated	40004-10	8,635,661.61
Receipts from Delinquent Taxes	41419-10	675,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)	41415-10	10,846,579.96
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:		
Item 5, Sheet 35	40010-10	
Item 5(b), Sheet 11 (N.J.S.A. 40A:4-14)	41416-10	
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only		646,232.00
4. Minimum Library Tax		
5. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:		
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	41416-10	
Total Revenues	40000-10	22,603,473.57

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXX
(a&b) Operations Including Contingent		15,307,616.00
(e) Deferred Charges and Statutory Expenditures - Municipal		1,866,082.95
(g) Cash Deficit		
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"		2,001,574.61
(c) Capital Improvements		150,000.00
(d) Municipal Debt Service		1,485,000.00
(e) Deferred Charges - Municipal		
(f) Judgements		
(i) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40A:48-17.1 & 17.3)		
(g) Cash Deficit		
(k) For Local District School Purposes		
(m) Reserve for Uncollected Taxes (Include Other Reserves if Any)		897,000.00
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S.A. 40A:4-13)		
Total Appropriations		22,603,473.57

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the _____ day of _____, 2019. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2019 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this _____ day of _____, 2019 _____, Clerk.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 170-2019

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that a
Limousine License be issued to:

WALKER S. NUNEZ-HENRIQUEZ

in accordance with Ordinance No. 1558.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 171-2019

WHEREAS, the Borough of Ridgefield wishes to provide its annual July 4th fireworks display on July 3, 2019; 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 \$14,500.00 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 3, 2019.
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 of the CY2019 Temporary Budget:

01-2010-30-4202-001

Celebration of Holiday

\$14,500.00

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin	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 firework 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 Fourteen Thousand, Five Hundred Dollars (\$14,500.00) 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 3, 2019. The rain date will be mutually accepted date by the parties in 2019.

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 2019. In the event the show cannot be fired on the postponed date or another mutually agreeable date in 2019, the sponsor will pay to the company a sum equal to 50% of the total show price.

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

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

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

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

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

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

Serpico Pyrotechnics, LLC./
Starfire Corporation

Borough of Ridgefield

03/05/2019
Date


Jack A. Serpico

Date

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

This is an addendum to the contract and agreement by and between Serpico Pyrotechnics, LLC/Starfire Corporation, having an office at 133 Orchid Court, Toms River, New Jersey (hereinafter "Contractor") and the Borough of Ridgefield (hereinafter "Borough").

1. Effect of Addendum: This addendum is intended to modify the main body of a certain contract by and between Contractor and Borough for a firework display to be held on July 3, 2019. 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.

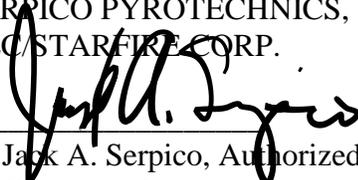
4. Necessary Licenses and Permits: Contractor hereby indicates that it possesses all necessary licenses and permits in order to allow it to perform the fireworks exhibition provided in the contract. Failure to have such licenses at the time of the display will constitute a default of this contract. The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

Linda Silvestri,
Borough Clerk
By: _____
Mayor Anthony Suarez

Date: _____ Attest: _____ SERPICO PYROTECHNICS,
LLC/STARFIRE CORP.
03/05/2019 _____  By: _____ 
Jack A. Serpico, Authorized
Company Representative

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 172-2019

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

EAMON CATHERINA
NIKOLAS PALAIA
JOSEPH CASTELLA

be hired as Seasonal employees for DPW/Sanitation at the hourly rate of \$11.00 effective May 28, 2019.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 173-2019

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

HEATHER ASHLEY SCHMIDT
REBECCA RATKOWSKI
JAMES FESCOE
ADAM GEIER
KRISTIE DUGAN

be hired as per-diem Community Service Officers at the hourly rate of \$15.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Mayor Suarez

RESOLUTION NO. 174-2019

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

WILLIAM YIRCE

be appointed as Tax Assessor for a four year term effective July 1, 2019 at the annual salary of \$17,500.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Mayor Suarez

RESOLUTION NO. 175-2019

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

E. CARTER CORRISTON, JR.

be appointed as 2nd ALTERNATE BOROUGH PROSECUTOR for the remainder of 2019.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 176-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following personnel be hired as Pool employees for the 2019 pool season:

Last Name	First Name	Year	Old Salary	New Salary
Arcuri	Luca	7	10.50	10.75
Arcuri	Piero	2	9.25	10.00
Atiencia	Brandon	1		10.00
Baric	Amanda	5	10.00	10.50
Bonacci	Cathy		14.60	
Boru	Francesca	3	9.50	10.25
Caceros	Alexandra	1		10.00
Cancian	Anthony	3	9.50	10.25
Castel	Caitlin	Rec/Pool		11.00
Castelli	Matthew	5	10.00	10.50
Cha	Jiwon	7	10.50	13.00
Cha	Jamie	4	9.75	10.25
Concha	Jonice	6	10.25	10.50
Diaz	Kevin	2	9.25	10.00
DiBatista	Justis	4	9.75	10.25
Dooley	Emma	1		10.00
Elenio	Frank	8	10.75	11.00
El-zibawi	Rami	3	9.50	10.25
Ferdinand	Alyssa	4	9.75	10.25
Fuentes	Valentina	2	9.25	10.00
Fuentes	Valentina	2	9.00	10.00
Garcia	Juan	1		10.00
Garciga	Jailyn	2		10.00
Garofolo	Lynne	2	9.25	10.00
Giro	Kaitlyn	1		10.00
Gohde	Devon	5	10.00	10.50
Halter	Christopher	1		10.00
Hasse	Louis	4	9.75	10.25
Hernandez	Eduardo	2	9.25	10.00
Hot	Emma	2	9.25	10.00
Huzovic	Josip	1		10.00
Jeremic	Lola	3	9.50	10.25

Jeremic	Milesa	5	10.00	10.50
Kakalec	Kaitlyn	1		10.00
Kopec	Paulina	5		10.50
Lajara	Yanako	1		10.00
Madina	Aurara	1		10.00
Magriples	Demetri	4	9.75	10.25
Mahmutbegovic	Haris	3	9.50	10.25
McDermott	Nicole	2	9.25	10.00
Moreiro	Ashley	5	10.00	11.00
Neilsen	Mathew	2	9.25	10.00
Nunez	Alexis	1		10.00
Parga	Ayden	2	9.25	10.00
Parker	Kiara	2	9.75	10.00
Popp	Sophia	1		10.00
Pulci	Alyssa	6	10.25	13.00
Reynoso	Sabrina	3	9.50	10.25
Rodriguez	Julian	4	9.75	10.25
Rush	Emma	5	10.00	10.50
Rush	James	2		10.00
Salomon	Camila	2	9.25	10.00
Santiago	Julian	2	9.25	10.00
Saric	Ocean	1		10.00
Siddiqui	Sara	2	9.25	10.00
Siddiqui	Sumaiyah	2	9.25	10.00
Silva	Myllena	4	9.75	10.25
Skoblar	Izabella	2	9.25	10.00
Sorto	Ashley	1		10.00
Suba	Alyssa	1		10.00
Van Buskirk	Ryan	5	10.00	10.50
Van Buskirk	John	7	12.75	13.00
Van Buskirk	Patrick	2	9.25	10.00
Wang	Annie	5	10.00	10.50
Wang	Michele	5	10.00	10.50
Wiss	Rita	30	15.25	15.50
Yoon	Kristy	1		10.00

Catherina	Edward	Asst. Mgr	F	\$8,420.00
Wunder	Sharon	Manager	F	\$15,075.00
Muccia	Linda	Asst. Mgr	F	\$7,650.00

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 177-2019

WHEREAS, subsequent to the horrific attack of September 11, 2001, Congress enacted the September 11th Victim Compensation Fund (VCF) to provide compensation for any individual (or a personal representative of a deceased individual) who suffered physical harm or was killed as a result of the terrorist-related aircraft crashes of September 11, 2001 or the debris removal efforts that took place in the immediate aftermath of those crashes; and

WHEREAS, the original VCF operated from 2001-2004; and

WHEREAS, on January 2, 2011, President Obama signed into law the James Zadroga 9/11 Health and Compensation Act of 2010 (Zadroga Act), Title II which reactivated the September 11th Victim Compensation Fund; and

WHEREAS, the reactivated VCF opened in October 2011 and was authorized to operate for a period of five years, ending in October 2016 and

WHEREAS, on December 15, 2015, President Obama signed into law a bill reauthorizing the James Zadroga 9/11 Health and Compensation Act of 2010, which included the reauthorization of the VCF for five years, allowing individuals to submit their claims until December 18, 2020; and

WHEREAS, in February 2019, Rupa Bhattacharyya, the VCF Special Master, announced funding cuts up to 50% for pending claims and up to 70% for any future claims that had yet to be filed because the fund is running low on money; and

WHEREAS, incidents of 9/11-related illnesses in the survivors of the attack and the First Responders are increasing, particularly cancer; and

WHEREAS, on October 10, 2018 North Arlington Mayor Joseph P. Bianchi lost his battle with cancer that was a result of his work as a First Responder at Ground Zero with the North Arlington Fire Department;

WHEREAS, on February 25, 2019, Congress introduced the “Never Forget the Heroes: Permanent Authorization of September 11th Victims Compensation Act” which would provide annual funding of the VCF through fiscal year 2090, as well as provide claimants whose compensation was reduced due to insufficient funds with the difference that would have been paid had sufficient funds been available;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield hereby urge Congress and the Senate to act quickly in passing the Never Forget the Heroes: Permanent Authorization of September 11th Victims Compensation Act bill; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Ridgefield urges President Trump to sign the bill when it arrives on his desk; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to send this resolution to President Donald Trump, New Jersey Senators Cory Booker and Robert Menendez, the New Jersey Congressional Delegation, the New Jersey League of Municipalities, and all Bergen County Municipalities.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 178-2019

WHEREAS, the Borough of Ridgefield is the owner of certain personal property described as a 1990 Volvo Cab Jetter Vin No. 4V2JABMD2LR805344 Color Yellow with Rear Vactor Jet Rodder 2100 Series Model #2110-C, Serial Number 90-05-3909 (hereinafter “the Jetter”); and

WHEREAS, the Jetter is no longer needed for public use; and

WHEREAS, the Borough has determined that \$10,000 is a fair and reasonable price for the Jetter; and

WHEREAS, the Borough of Northvale has offered to purchase same for the sum of \$10,000; and

WHEREAS, *N.J.S.A.* 40A:11-36(2) allows a municipality to make a private sale to another municipality without the necessity of taking bids;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Borough shall transfer and convey all of its right, title and interest in the above-described Jetter to the Borough of Northvale for the sum of \$10,000. The Mayor, Borough Clerk and other Borough Officials are authorized and directed to execute such documents as may be necessary to effectuate this conveyance.

COUNCIL VOTE

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

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.

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 179-2019

BE IT RESOLVED, that warrants totaling **\$1,103,028.69**
be drawn on the following accounts:

CURRENT	\$1,020,280.79
TRUST	\$72,070.30
CAPITAL	\$1,589.44
POOL	\$9,085.76
DOG LICENSE	\$2.40
TOTAL	\$1,103,028.69

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X		98827	
Larkin	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk