BOROUGH OF RIDGEFIELD

AGENDA

Executive Session and Regular Meeting of the Mayor and Council

Date:     February 10, 2014

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to Executive Session: Adjourn:

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

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

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

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

As advertised, hearing will be held on Ordinance No. 2244 entitled, “AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance
Roll Call

As advertised, hearing will be held on Ordinance No. 2245 entitled, “AN ORDINANCE AMENDING CHAPTER 66, OFFICERS AND EMPLOYEES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2246 entitled, “AN ORDINANCE AMENDING CHAPTER 75, ARTICLE 9 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED QUALIFICATION FOR APPOINTMENT”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call


First Reading of Ordinance

Roll Call

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

82-2014 Councilman Acosta Tax Appeal Settlement-LoFaro Developers
83-2014 Councilman Acosta Professional Service Agreement-Borough Appraiser
84-2014 Councilman Acosta Professional Service Agreement-Borough Auditor
85-2014 Councilman Acosta Professional Service Agreement-Bond Counsel
86-2014 Councilman Acosta Professional Service Agreement-Borough Attorney
87-2014 Councilman Acosta Professional Service Agreement-Borough Engineer
88-2014 Councilman Acosta Professional Service Agreement-Borough Planner
89-2014 Councilman Acosta Professional Service Agreement-Borough Prosecutor
90-2014 Councilman Acosta Professional Service Agreement-Labor Attorney
91-2014 Councilman Acosta Professional Service Agreement-Public Defender
92-2014 Councilman Acosta Professional Service Agreement-Rent Leveling Attorney
93-2014 Councilman Acosta Professional Service Agreement-Special Counsel
94-2014 Councilman Acosta Professional Service Agreement-Special Counsel
95-2014 Councilman Acosta Professional Service Agreement-Special Counsel
96-2014 Councilman Acosta Professional Service Agreement-Substitute Prosecutor
97-2014 Councilman Acosta Professional Service Agreement-Substitute Public Defender
98-2014 Councilman Acosta Professional Service Agreement-Tax Appeal Attorney
99-2014 Councilman Acosta Professional Service Agreement-Special Counsel with Governmental Affairs Department
100-2014 Councilman Acosta Professional Service Agreement-Special Counsel with Governmental Affairs Department
101-2014 Councilman Acosta Exceed Bid Threshold-Police Patrol Vehicles
102-2014 Mayor Suarez Appointment-Insurance Agent/Risk Manager
103-2014 Councilman Acosta Appointment-Special Counsel Waste Water Litigation

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RESOLUTIONS:

104-2014 Councilman Acosta Warrants

COMMENTS BY MAYOR:

(Application for Social Affair: Ridgefield Lions Club
March 22, 2014 – 5:30-11:00 p.m.
725 Slocum Avenue

Senior Citizens of Ridgefield
March 19, 2014 – 5:00-11:00 p.m.
725 Slocum Avenue

Ridgefield PBA 330
April 12, 2014 - 6:00 pm-Midnight
725 Slocum Avenue

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
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.

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

____ Personnel matters

____ Potential real estate transactions shall be disclosed to the public.

____ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

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

Approved: Anthony R. Suarez, Mayor

Attest: Linda M. Silvestri, Borough Clerk
Presented by Councilman Acosta

ORDINANCE NO. 2244

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

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 27th day of January, 2014, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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Approved: ________________________________  Attest: _____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
Borough Clerk
ORDINANCE NO. 2244

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

Section I: Section 92-1 of the Code of the Borough of Ridgefield, entitled “Salaries” be and hereby is deleted in it’s entirety and replaced with the following:

The rate of compensation of each of the following officers and employees shall be in the amounts as hereinafter set forth as follows: Where a salary range is indicated, the standards to be evaluated in fixing a specific salary for a specific individual shall include education, training, professional certifications, experience, management skills as well as work and salary history and recommendations from other employers.

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<td>Councilpersons</td>
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<td>Part time up to 30 hours: $15/hr</td>
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<td>Full time:</td>
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<td>Communications Director</td>
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<td>Board Secretaries</td>
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<td>Rent Leveling Commission (Month)</td>
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<td>Planning Board (Month)</td>
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<td>$10,000</td>
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<td>Elevator Subcode Official</td>
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<td>Police Records Clerk (Stipend)</td>
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<td>Deputy Chief of Police</td>
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<tr>
<td>Chief of Police</td>
<td>$135,000</td>
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<td>Emergency Management Coordinator</td>
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<td>Community Service Officers</td>
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<tr>
<td>Fire (Prevention Bureau) Official</td>
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<tr>
<td>Fire Inspectors</td>
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<td>Relocation Officer</td>
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<td>Special Skills, DPW</td>
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<td>Current Hourly Rate</td>
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<td>Custodians, DPW</td>
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<td>Foreman, DPW</td>
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<td>Assistant Foreman, DPW</td>
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<td>Shop Foreman, DPW</td>
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<td>Mechanics, DPW</td>
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<tr>
<td>Chief Mechanic, DPW</td>
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<td>Collection System Official</td>
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<tr>
<td>Sanitation/Recycling Foreman</td>
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<td>Sanitation Driver</td>
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<tr>
<td>Sanitation Lifter</td>
<td>$25,000</td>
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<tr>
<td>Lifter Serving as Driver for Day</td>
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<tr>
<td>Recycling Monitors</td>
<td>$10/hr</td>
<td>$14/hr</td>
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<tr>
<td>Assistant Recreation Director and</td>
<td>$5,000</td>
<td>$70,000</td>
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<td>Recreation Director</td>
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<tr>
<td>Pool Director</td>
<td>$5,000</td>
<td>$8,000</td>
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<tr>
<td>Part-time help, all departments (per hour)</td>
<td>Minimum wage</td>
<td>$30</td>
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Section II: In all other respects, the terms, conditions and provisions of Chapter 92 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

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

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

Approved:  

Attest:

_____________________________  _____________________________
Anthony R. Suarez, Mayor  Linda M. Silvestri,  
Borough Clerk
Presented by Councilman Acosta

ORDINANCE NO. 2245

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

“AN ORDINANCE AMENDING CHAPTER 66, OFFICERS AND EMPLOYEES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 27th day of January, 2014, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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Approved:  Attest:

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk  Borough Clerk
BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 27, 2014

Presented by Councilman Acosta

ORDINANCE NO. 2245

“AN ORDINANCE AMENDING CHAPTER 66, OFFICERS AND EMPLOYEES, OF THE
CODE OF THE BOROUGH OF RIDGEFIELD”

SECTION I:

A new Article VIII, Human Resources and Payroll Officer, shall be added to Chapter 66 as
follows:

ARTICLE VIII, HUMAN RESOURCES AND PAYROLL OFFICER


The Mayor and Council of the Borough of Ridgefield does hereby establish the position of
Human Resources and Payroll Officer of the Borough of Ridgefield.

§ 66-29. Compensation.

Compensation for such employee is hereby established by the Mayor and Council as follows:
$35,000 to $60,000 per year.

§ 66-30. Appointment, powers, duties and qualifications

The Human Resources and Payroll Officer shall be appointed by the Mayor and Council. The
Human Resources and Payroll Officer shall receive such compensation as shall be fixed from
time to time by the governing body in accordance with this Ordinance. The Human Resources
and Payroll Officer shall compile personnel action material; interpret applicable state and federal
laws, policies, rules and regulations; provide technical advice to peers, management, and others;
mediate problems that cannot be solved through other channels. Handles all aspects of payroll.
Must possess a Bachelor’s Degree.

SECTION II:

In all other respects, the terms and provisions of Chapter 66 of the Code of the Borough
of Ridgefield are hereby ratified and affirmed.
SECTION III:

All ordinance or parts of ordinances inconsistent herewith are hereby repealed.

SECTION IV:

This Ordinance shall take effect upon passage and publication as provided by law.

Approved:  

_____________________________  _____________________________
Anthony R. Suarez, Mayor  Linda M. Silvestri, 
Borough Clerk  

Attest: 

_____________________________  _____________________________

Linda M. Silvestri, 
Borough Clerk
BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 10, 2014

Presented by Councilman Acosta

ORDINANCE NO. 2246

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

“AN ORDINANCE AMENDING CHAPTER 75, ARTICLE 9 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED QUALIFICATION FOR APPOINTMENT”

introduced on the 27th day of January, 2014, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

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<td>Mayor Suarez</td>
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Approved: ____________________________  Attest: ____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri, Borough Clerk
BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 27, 2014

Presented by Councilman Acosta

ORDINANCE NO. 2246

“AN ORDINANCE AMENDING CHAPTER 75, ARTICLE 9 OF THE CODE OF THE
BOROUGH OF RIDGEFIELD ENTITLED QUALIFICATION FOR APPOINTMENT”

WHEREAS, Chapter 75 of the Code of the Borough of Ridgefield is entitled “Police
Department”; and

WHEREAS, Article 9 of Chapter 75 of the Borough of Ridgefield is entitled
“Qualification for Appointment”; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield have determined that
there is a need to amend Chapter 75, Article 9 of the Code as follows: (deletions indicated by “---
-“ and additions in bold):

§ 75-9 Qualification for appointment

A. Each member and officer of the Police Department, prior to his/her appointment as such,
shall be a citizen of the United States of America, and possess a valid New Jersey driver's
license. In addition, all appointees to the Police Department shall be sound in body and
mind and in good health sufficient to satisfy the Board of Trustees of the Police and
Fireman's Retirement System of New Jersey that such appointee is eligible for
membership in the retirement system. All appointees shall be able to read, write and
speak the English language well and intelligently and be of good moral character. No
person who has been convicted of any crime or offense involving moral turpitude shall be
appointed to the Police Department. No person shall be appointed to the Police
Department who is less than 18 or more than 35 years of age at the time of appointment,
except as may be modified by law. All appointees shall have satisfied all of the criteria
set forth in Subsections A, B, C and D of this section of Chapter 75. Each appointee shall
comply with all of the laws of the State of New Jersey pertaining to eligibility
requirements for police officers.

B. No person shall be appointed to the Police Department who is not qualified as provided
in the New Jersey Statutes. All appointments to the Police Department shall be made by
majority of the Council, with special reference to fitness of the person or persons
appointed. These persons desiring to be appointed shall be required to submit to any
testing procedures and examinations as the Council may, from time to time, direct, which
examinations shall be of the type as may then be conducted by any county, state or
national association of Chiefs of Police, by the State Police, by other local governing
units or as designated by the Council. The Mayor and Council shall also require that an applicant for appointment to the Police Department shall successfully complete a physical, mental and psychological examination (N.J.S.A. 40A:14-122 and N.J.S.A. 40A:14-127).

C. All persons applying for appointment to the Police Department shall satisfy one of the following criteria prior to sitting for any examination referred:

(1) Shall possess a bachelor's degree from a college accredited by the Middle States Association of Schools and Colleges, the North Central Association of Schools and Colleges, the Northwest Association of Colleges and Schools or the Western Association of Schools and Colleges (hereinafter, "accredited college").

(2) Shall have served three years in the United States Military Service and have an honorable discharge except Reservists who shall have served during a war or served for more than 180 consecutive days, other than for training, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom or who shall have served a minimum of three years of their six-year commitment and have not yet received their honorable discharge.

(3) Shall have four years' experience as a law enforcement officer in the State of New Jersey, including service as a special police officer, and possess an associate's degree.

[Amended 4-23-2012 by Ord. No. 2202]

D. (Reserved)

Editor's Note: Former Subsection D, which set forth criteria, one of which would need to be satisfied before any person could be appointed to the Police Department, was repealed 4-23-2012 by Ord. No. 2202.

E. Employment is contingent upon successful completion of pre-employment physical, drug screening, physical fitness exam and psychological exam.

[Added 3-14-2011 by Ord. No. 2164]

F. No person shall be given or accept permanent appointment as a police officer in the Borough unless such person has been given a probationary or temporary appointment to such office for a period of one year after successfully completing a police training course at a school approved and authorized by the Police Training Commission in the Department of Public Safety of the State of New Jersey, pursuant to the provisions of N.J.S.A. 52:17B-66 et seq.

[Amended 3-14-2011 by Ord. No. 2164]

G. All persons appointed to the Police Department must be residents of the Borough of Ridgefield at the time of appointment, and must remain domiciled in the Borough for a period of three (3) years following appointment. If the Borough learns that
any officer of the Department is in violation of this provision, it shall notify said officer in writing and said officer shall have ninety (90) days from the date of the notice to cure the violation or risk forfeiture of his or her employment.

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

Chapter 75, Article 9 of the Borough Code shall be amended to read as follows:

§ 75-9 Qualification for appointment

A. Each member and officer of the Police Department, prior to his/her appointment as such, shall be a citizen of the United States of America, and possess a valid New Jersey driver's license. In addition, all appointees to the Police Department shall be sound in body and mind and in good health sufficient to satisfy the Board of Trustees of the Police and Fireman's Retirement System of New Jersey that such appointee is eligible for membership in the retirement system. All appointees shall be able to read, write and speak the English language well and intelligently and be of good moral character. No person who has been convicted of any crime or offense involving moral turpitude shall be appointed to the Police Department. No person shall be appointed to the Police Department who is less than 18 or more than 35 years of age at the time of appointment, except as may be modified by law. All appointees shall have satisfied all of the criteria set forth in Subsections A, B, C and D of this section of Chapter 75. Each appointee shall comply with all of the laws of the State of New Jersey pertaining to eligibility requirements for police officers.

B. No person shall be appointed to the Police Department who is not qualified as provided in the New Jersey Statutes. All appointments to the Police Department shall be made by majority of the Council, with special reference to fitness of the person or persons appointed. These persons desiring to be appointed shall be required to submit to any testing procedures and examinations as the Council may, from time to time, direct, which examinations shall be of the type as may then be conducted by any county, state or national association of Chiefs of Police, by the State Police, by other local governing units or as designated by the Council. The Mayor and Council shall also require that an applicant for appointment to the Police Department shall successfully complete a physical, mental and psychological examination (N.J.S.A. 40A:14-122 and N.J.S.A. 40A:14-127).

C. All persons applying for appointment to the Police Department shall satisfy one of the following criteria prior to sitting for any examination referred:

(1) Shall possess a bachelor's degree from a college accredited by the Middle States Association of Schools and Colleges, the North Central Association of Schools and Colleges, the Northwest Association of Colleges and Schools or the Western Association of Schools and Colleges (hereinafter, "accredited college").
(2) Shall have served three years in the United States Military Service and have an honorable discharge except Reservists who shall have served during a war or served for more than 180 consecutive days, other than for training, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom or who shall have served a minimum of three years of their six-year commitment and have not yet received their honorable discharge.

(3) Shall have four years' experience as a law enforcement officer in the State of New Jersey, including service as a special police officer, and possess an associate's degree.

[Amended 4-23-2012 by Ord. No. 2202]

D. (Reserved)

Editor's Note: Former Subsection D, which set forth criteria, one of which would need to be satisfied before any person could be appointed to the Police Department, was repealed 4-23-2012 by Ord. No. 2202.

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[Amended 3-14-2011 by Ord. No. 2164]

G. All persons appointed to the Police Department must be residents of the Borough of Ridgefield at the time of appointment, and must remain domiciled in the Borough for a period of three (3) years following appointment. If the Borough learns that any officer of the Department is in violation of this provision, it shall notify said officer in writing and said officer shall have ninety (90) days from the date of the notice to cure the violation or risk forfeiture of his or her employment.

IT IS FURTHER ORDAINED that the remainder of Chapter 75 of the Code of the Borough of Ridgefield shall remain in full force and effect.

Approved: ___________________________  Attest: ___________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk  Borough Clerk
Presented by Councilman Acosta

ORDINANCE NO. 2248

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

“A CAPITAL ORDINANCE APPROPRIATING THE SUM OF $44,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE PURCHASE OF ONE 2014 CHEVROLET TAHOE SSV 4WD VEHICLE AND RELATED ACCESSORIES FOR THE RIDGEFIELD FIRE DEPARTMENT”

introduced on the 10th of February, 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 24th of February at 7:30 P.M. 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

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Approved: ___________________________  Attest: ___________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk  Borough Clerk
BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 10, 2014

Presented by Councilman Acosta

ORDINANCE NO. 2248

“A CAPITAL ORDINANCE APPROPRIATING THE SUM OF $44,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE PURCHASE OF ONE 2014 CHEVROLET TAHOE SSV 4WD VEHICLE AND RELATED ACCESSORIES FOR THE RIDGEFIELD FIRE DEPARTMENT”

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN AND THE STATE OF NEW JERSEY AS FOLLOWS:

Section1. The Borough of Ridgefield, in the County of Bergen, New Jersey, authorizes the purchase of one 2014 Chevrolet Tahoe SSV 4WD vehicle and related accessories for the Ridgefield Fire Department to be funded from the source specified in Section 2 of the Ordinance.

Section2. The amount of $44,000 is hereby appropriated for the purposes stated in Section 1 of the Ordinance and which amount was funded from the Capital Improvement Fund in the amount of $44,000.

Section3. In connection with the purpose and the amount authorized in Sections 1 and 2 hereof, the Borough determines the purpose described in Section 1 hereof is not a Current Expense and is an improvement which the Borough of Ridgefield may lawfully make as a general improvement.

Section4. All ordinances or parts of ordinances which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistency.

Section5. This Ordinance shall take effect immediately upon due 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 February 10, 2014

Presented by Councilman Castelli

ORDINANCE NO. 2249

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

"AN ORDINANCE AMENDING CHAPTER 35, FIRE DEPARTMENT, OF THE CODE OF THE BOROUGH OF RIDGEFIELD BY ADDING A NEW SUBSECTION ENTITLED FALSE ALARMS"

introduced on the 10th of February, 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 24th of February at 7:30 P.M. 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.

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Approved: 

Attest:

_____________________________  _____________________________
Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 10, 2014

Presented by Councilman Castelli

ORDINANCE NO. 2249

“AN ORDINANCE AMENDING CHAPTER 35, FIRE DEPARTMENT, OF THE CODE OF THE BOROUGH OF RIDGEFIELD BY ADDING A NEW SUBSECTION ENTITLED FALSE ALARMS”

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

Section I:

Chapter 35 of the Code of the Borough of Ridgefield entitled “Fire Department” be and hereby is amended by adding a new subsection entitled “False Alarms”:

FALSE ALARMS

Definitions.

As used in this article, the following terms shall have the meanings indicated:

ALARM SYSTEM – The equipment and device designed to signal the presence of an emergency or hazard requiring urgent attention to or in a structure in the Borough of Ridgefield and to which the Police and/or Fire Department may be expected to respond. An alarm system shall not include what are commonly known as “car alarms”.

FALSE ALARM – Any alarm actuated by inadvertence, negligence or unintentional act of anyone, including alarms caused by the malfunctioning of the alarm device or other equipment as determined by an investigation by the Fire Department on scene.

Enforcement.

The provisions of this article shall be enforced by the Ridgefield Fire Department, Fire Chief’s or his designee and monitored by the Fire Official.

Violations and Penalties.

Any person or entity who owns or controls an alarm system which has been actuated by a false alarm as determined by the Fire Department, shall be subject to the following penalties:
A. Residential, per calendar year (one and two family dwellings)

1. First occurrence: $0
2. Second occurrence: $0
3. Third occurrence: $0
4. Fourth occurrence: $50
5. Fifth occurrence: $50
6. Sixth occurrence: $150
7. Any subsequence occurrence: $300

B. Commercial/industrial/multi-family dwelling, per calendar year (three or more independent dwelling units)

1. First occurrence: $0
2. Second occurrence: $0
3. Third occurrence: $100
4. Fourth occurrence: $250
5. Fifth occurrence: $500
6. Any subsequent occurrence: $1,000

C. The property owner shall be given written notice of the false alarm and the imposition of the penalty. The property owner shall pay the false alarm penalty no later than thirty (30) days from the receipt of the notice of the false alarm penalty. Any person who believes that the penalty has been imposed against that person in violation of this chapter may file a written request for a hearing on that issue before the Fire Chief or his designee, but must do so within fifteen (15) days of receipt of the notice of the false alarm penalty. The time in which to pay the penalty shall be tolled by the filing of a written request for a hearing, and shall remain tolled until the decision of the Fire Chief or his designee on the appeal.

D. Collected penalties shall be split between the Fire Department and the Fire Prevention Bureau and placed in the appropriate penalty trust accounts.

Failure to Pay.

A. Failure to pay the penalty within the thirty (30) day period will result in a court summons being issued.

Section II. Repealer.

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

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

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

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

Approved:  

Attest:

_____________________________  _____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
RESOLUTION NO. 82-2014

WHEREAS, Michael J. Donnelly, Esq., representing LoFaro Developers have filed a tax appeal challenging assessments at 487 Shaler Blvd. Block2703, Lot 3.01 for 2013;

WHEREAS, the original assessment in issue is:

LAND: One Hundred Seventy Five Thousand Eight Hundred ($175,800.00) Dollars

IMPROVEMENTS: Four Hundred Seventy Four Thousand Seven Hundred ($474,700.00) Dollars

TOTAL: Six Hundred Fifty Thousand Five Hundred ($650,500.00) Dollars

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

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

1. Adjusted assessment for 2013 at:

LAND: One Hundred Seventy Five Thousand Eight Hundred ($175,800.00) Dollars

IMPROVEMENTS: Four Hundred Fourteen Thousand Two Hundred ($414,200.00) Dollars

TOTAL: Five Hundred Ninety Thousand ($590,000.00) Dollars

2. That the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;

3. That the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
4. That the within settlement is subject to review and approval thereof by the taxpayer.

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Approved: _____________________________  Attest: _____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
Presented by Councilman Acosta

RESOLUTION NO. 83-2014

WHEREAS, there is a need in the Borough of Ridgefield for Borough Appraiser; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Appraiser; and

WHEREAS, a duly constituted evaluation committee recommended that McNerney & Associates, Inc. be awarded the professional services contract to serve as the Borough Appraiser for calendar year 2014; and

WHEREAS, McNerney & Associates, Inc. was previously appointed Borough Appraiser to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with McNerney & Associates, Inc. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with McNerney & Associates, Inc. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Borough Appraiser within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Appraiser.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: _____________________________  Attest: _____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH APPRAISER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and McNerney & Associates, Inc., 266 Harristown Road, Suite 301, Glen Rock, New Jersey, hereinafter called the “APPRAISER”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed McNerney & Associates, Inc. as Borough Appraiser for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the APPRAISER for professional services as Borough Appraiser without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the APPRAISER to serve as Borough APPRAISER for calendar year 2014, or until her/his successor qualifies. The APPRAISER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The APPRAISER shall perform all appraisal and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the APPRAISER and all matters which by law and/or tradition should be referred to and handled by the APPRAISER.

3. PAYMENT FOR SERVICES: The APPRAISER’S fees for work performed shall be billed and payable on at the hourly rate of $100 for court time and conference time. The compensation proposal outlining fees for preparation of appraisals is as follows:

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between $1,000,001 to $2,500,000

Properties which have an equalized assessment $3,500
between $2,500,000 to $5,000,000

Properties which have an equalized assessment $5,000
between $5,000,001 to $7,500,000

Properties which have an equalized assessment over $7,500,000:

To be determined by negotiation between the parties with reference to fees by
other comparable appraisers in similar situations.

Court Time and Conference Time: To be billed at an hourly rate of $100.00
No charge for telephone calls between an appraiser and attorney, nor for review of
cases.

APPRAISER shall submit appropriate vouchers on a periodic basis for
all such services.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH
from engaging other planners for specific matters if in the opinion of the Mayor
and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair
and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

   A. The parties to this agreement agree to incorporate into same the mandatory
      language of subsection 3.4(a) of the Regulations promulgated by the
      Department of the Treasury, pursuant to P.L. 1975, c.127, as amended
      and supplemented from time to time, and the APPRAISER agrees to fully
      comply with the terms, provisions and obligations of said regulation,
      provided that said subsection shall be applied subject to the terms of
      subsection 3.4(d) of said regulations.

   B. The parties to this agreement agree to incorporate into same the mandatory
      language of section 5.3 of the Regulations promulgated by the Department
      of the Treasury pursuant to P.L. 1975, c.127, as amended
      and supplemented from time to time and the PLANNER agrees to comply
      fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the
BOROUGH’S right to rescind same within thirty (30) days of its issuance
should the Mayor and Council determine that the APPRAISER’S services are
not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: __________________________

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST: __________________________

Linda M. Silvestri,
Borough Clerk

McNERNEY & ASSOCIATES, INC.

WITNESS: __________________________

DATE: __________________________

By: __________________________
RESOLUTION NO. 84-2014

WHEREAS, there is a need in the Borough of Ridgefield for Borough Auditor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Auditor; and

WHEREAS, a duly constituted evaluation committee recommended that Ferraioli, Wielkotz, Cerullo & Cuva, P.A. be awarded the professional services contract to serve as the Borough Auditor for calendar year 2014; and

WHEREAS, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Borough Auditor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Auditor.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ____________________________  Attest: ____________________________

_____________________________  _____________________________
Anthony R. Suarez, Mayor        Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH 
BOROUGH AUDITOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ferraioli, Wielkotz, Cerullo & Cuva, P.A., having offices at 401 Wanaque Avenue, Pompton Lakes, New Jersey, hereinafter called the “BOROUGH AUDITOR”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as Borough Auditor for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOROUGH AUDITOR for professional services as Borough Auditor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the BOROUGH AUDITOR to serve as BOROUGH AUDITOR for calendar year 2014, or until her/his successor qualifies. The BOROUGH AUDITOR hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: See attached schedule consisting of 3 pages from Ferrarioli, Wielkotz, Cerullo & Cuva, P.A. as attached hereto and incorporated herein.

3. PAYMENT FOR SERVICES: The BOROUGH agrees to pay BOROUGH AUDITOR for services rendered by BOROUGH AUDITOR for services rendered pursuant to this agreement the fees generated at the hourly rates of the personnel of BOROUGH AUDITOR as listed below, with the following estimates of total fees for assignment:

   Examination of Financial Statements                   $27,500
   (including Federal and State Grants, Trust, Capital and Swim Pool Utility Funds)

   Assistance in Preparation of Budget (not to exceed)  $6,200

   Preparation of Unaudited Annual Financial Statement
   and Debt Statement (not to exceed)                  $4,500

   Preparation of Official Statements (for bond sales)  $22,000
Preparation of Official Statements (for note sales) $10,500
Secondary Market Disclosure Documents $3,500
Review of Length of Service Award Program (LOSAP) $3,750

Hourly Rates:

Partners: $135-$175 per hour
Managers: $110-$125 per hour
Senior Accountants/Supervisors: $75-$100 per hour
Staff Accountants: $60-$70 per hour
Administrative: $55 per hour

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other auditors for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOROUGH AUDITOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOROUGH AUDITOR agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOROUGH AUDITOR’S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: __________________________ BOROUGH OF RIDGEFIELD

______________________________

Anthony R. Suarez, Mayor

ATTEST:

______________________________

Linda M. Silvestri,
Borough Clerk

FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.

WITNESS: __________________________ DATE: ________________ By: ________________________

______________________________  ______________________________
RESOLUTION NO. 85-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Bond Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Bond Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Gibbons, P.C. be awarded the professional services contract to serve as the Bond Counsel for calendar year 2014; and

WHEREAS, Gibbons, P.C. was previously appointed Bond Counsel to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gibbons, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gibbons, P.C. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Bond Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Bond Counsel.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: _____________________________

Attest: _____________________________

_______________________________  _____________________________
Anthony R. Suarez, Mayor          Linda M. Silvestri,
Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
BOND COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gibbons, P.C., having offices at One Gateway Center, Newark, New Jersey, hereinafter called the “BOND COUNSEL”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gibbons, P.C. as Bond Counsel for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the BOND COUNSEL for professional services as Bond Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the BOND COUNSEL to serve as Borough BOND COUNSEL for calendar year 2014, or until her/his successor qualifies. The BOND COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The BOND COUNSEL shall perform all appropriate legal services in connection with the issuance of bonds and other financing activities by the BOROUGH, and as assigned to the BOND COUNSEL by the Mayor and Council.

3. PAYMENT FOR SERVICES: Payment for services rendered by BOND COUNSEL will be in accordance with the following schedule:

A. Preparation or Review of Ordinances: For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of $475 for each single purpose ordinance and $550 for each multiple purpose ordinance would be received by BOND COUNSEL, plus out-of-pocket disbursements. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be an additional fee based on the time required to perform such services charged at the hourly rates set forth below.

B. Traditional Note Issue: With respect to work done in connection with any temporary financings of the BOROUGH involving a private placement and not involving preparation of an Official Statement, BOND COUNSEL will receive
$1,000 for its approving opinion and 50 cents per $1,000 of notes issued, plus out-of-pocket expenses.

C. Traditional Bond Issue: For work done and responsibilities assumed in connection with rendering the type of opinions anticipated in any permanent financings (which are competitively bid or negotiated), BOND COUNSEL will receive a base fee of $3,500, plus $1 per $1,000 of bonds issued, plus out-of-pocket disbursements. If an Official Statement needs to be reviewed or prepared in connection with the financing, BOND COUNSEL’S fee for such services would be at an hourly rate.

D. Hourly Rate: In connection with the preparation of an Official Statement, the attention to litigation, special advise to be rendered regarding compliance with the investment restrictions under the arbitrage regulations, the review of other unusual tax questions, the attendance at meetings not related to a permanent or temporary financing, the application for investment of proceeds in Federal Treasury obligations, State and Local Government Series or questions referred to bond counsel which arise away from a specific financing, the fee for such additional or non-transactional services would be at an hourly (time charge) basis. This fee will be calculated by multiplying the number of hours expended by each attorney and paralegal by their respective billing rate in effect at the time the work is performed. Billing rates are based on the experience and expertise of the attorney involved and are reviewed and revised by the firm periodically. The present hourly rates of those attorneys and paralegals anticipated to work on BOROUGH matters are as follows:

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E. Out-of-Pocket Expenses: In addition to all of the above-mentioned fees, the firm will include in its billing statement its out-of-pocket costs incurred in connection with the matter, including expenses of telephone, document reproduction, postage, air freight, faxes and overnight deliveries, and stenographic overtime, if required.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other bond counsel for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOND COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOND COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOND COUNSEL’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

________________________
Linda M. Silvestri, Borough Clerk

GIBBONS, P.C.

WITNESS: DATE: By:________________________

Jason R. Tuvel, Esq.
RESOLUTION NO. 86-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Stephen F. Pellino of Basile Birchwale & Pellino, LLP be awarded the professional services contract to serve as the Borough Attorney for calendar year 2014; and

WHEREAS, Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as required by law.

2. This contract is awarded for the following reasons: There is a need for a Borough Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Attorney.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ___________________________  Attest: ___________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH BOROUGH ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP, 865 Broad Avenue, Ridgefield, New Jersey, hereinafter called the “ATTORNEY”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as Borough Attorney for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the ATTORNEY for professional services as Borough Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the ATTORNEY to serve as Borough ATTORNEY for calendar year 2014, or until her/his successor qualifies. The ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The ATTORNEY shall perform all legal services for the BOROUGH as assigned by the Mayor and Council, and will interface with other attorneys engaged by the BOROUGH to handle specialized areas, such as tax appeal attorney, labor attorney and bond counsel.

3. PAYMENT FOR SERVICES: The ATTORNEY’S fees for work performed will be divided into two categories. The ATTORNEY shall receive a retainer of $45,600 per annum payable in biweekly or other regular installments. The retainer amount shall include compensation for the following categories of legal work to be performed by the ATTORNEY: attendance at all regular and specially scheduled Mayor and Council meetings; preparation of routine ordinances and resolutions, except as specified below; availability for and consultation with, both telephonic and in person, with individual members of the Mayor and Council and such administrative personnel as the Mayor and Council shall authorize and routine interfacing with special labor counsel and tax appeal counsel. In addition, the ATTORNEY shall be compensated on an hourly basis at the rate of $110 per hour for all other legal work including but not limited to the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned
by the Mayor and Council; participation in regulatory matters assigned by
the Mayor and Council including but not limited to the Council on Affordable
Housing or such other and further entities as may be created or determined
by statute regarding the necessity to provide low and middle income housing
pursuant to law and applications before the BCUA that the Mayor and Council
assign to the Borough Attorney; participation in redevelopment issues;
and the drafting of ordinances of a non-routine nature, such as amendments
to significant portions of the Borough’s zoning code or other code sections.
The parties agree that the ATTORNEY may have other partners in the law
firm of Basile Birchwale & Pellino, LLP perform services in connection
with this agreement. The ATTORNEY shall submit periodic vouchers
with detailed specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH
from engaging other attorneys for specific matters if in the opinion of the Mayor and
Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair
and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory
language of subsection 3.4(a) of the Regulations promulgated by the
Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and
supplemented from time to time, and the ATTORNEY agrees to fully
comply with the terms, provisions and obligations of said regulation,
provided that said subsection shall be applied subject to the terms of
subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory
language of section 5.3 of the Regulations promulgated by the Department
of the Treasury pursuant to P.L. 1975, c.127, as amended and
supplemented from time to time and the ATTORNEY agrees to comply
fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the
BOROUGH’S right to rescind same within thirty (30) days of its issuance
should the Mayor and Council determine that the ATTORNEY’S services are
not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate
counterparts, the effect of which will be the same as if one original were signed
by both parties.
IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:       BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

______________________________
Linda M. Silvestri,
Borough Clerk

BASILE BIRCHWALE & PELLINO, LLP

WITNESS:      DATE:         By:________________________

______________________________
Stephen F. Pellino, Esq.
RESOLUTION NO. 87-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Engineer; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Engineer; and

WHEREAS, a duly constituted evaluation committee recommended that T.Y. Lin International be awarded the professional services contract to serve as the Borough Engineer for calendar year 2014; and

WHEREAS, T.Y. Lin International was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with T.Y. Lin International as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with T.Y. Lin International as required by law.

2. This contract is awarded for the following reasons: There is a need for a Borough Engineer within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Engineer.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ____________________________  Attest: ____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ENGINEER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and T.Y. Lin International, 550 Broad Street, Suite 1105, Newark, New Jersey, hereinafter called the "ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed T.Y. Lin International as Borough Engineer for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the ENGINEER for professional services as Borough Engineer without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the ENGINEER to serve as Borough ENGINEER for calendar year 2014, or until her/his successor qualifies. The ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the ENGINEER and all matters which by law and/or tradition should be referred to and handled by the ENGINEER.

3. PAYMENT FOR SERVICES: The ENGINEER’S fees for work performed will be compensated by a monthly retainer of $1,000 ($12,000 per annum), which will cover all work which by law and/or tradition is to be referred to and handled by the ENGINEER. For those projects which fall outside of the ones which by law or tradition are referred to the ENGINEER, the Mayor and Council will obtain a quote from the ENGINEER in advance of the work, and the Mayor and Council will also solicit quotes from other approved engineering firms.

4. HOURLY RATES: For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the ENGINEER, and when directed to the ENGINEER by the Mayor and Council shall be billed at the following rates:
Borough Engineer: $140.00
Licensed Professional: $125.00
Senior Designer: $110.00
Senior Construction Inspector: $105.00
Construction Inspector: $90.00
Technician: $80.00
Survey Crew (2 person): $160.00

5. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.

6. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

7. INCORPORATION OF CERTAIN PROVISIONS:
   
   A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

   B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.

8. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ENGINEER’S services are not performed satisfactorily in accordance with this contract.

9. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.
RESOLUTION NO. 88-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Planner; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Planner; and

WHEREAS, a duly constituted evaluation committee recommended that Gregory Associates, LLC be awarded the professional services contract to serve as the Borough Planner for calendar year 2014; and

WHEREAS, Gregory Associates, LLC was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gregory Associates, LLC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gregory Associates, LLC as required by law.

2. This contract is awarded for the following reasons: There is a need for a Borough Planner within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Planner.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: _____________________________  Attest: _____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PLANNER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gregory Associates, LLC, 96 Linwood Plaza, Number 350, Fort Lee, New Jersey, hereinafter called the “PLANNER”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gregory Associates, LLC as Borough Planner for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PLANNER for professional services as Borough Planner without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the PLANNER to serve as Borough PLANNER for calendar year 2014, or until her/his successor qualifies. The PLANNER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The PLANNER shall perform all appropriate planning services for the BOROUGH, as from time to time directed by the Mayor and Council, or its designees, serving in an advisory capacity and rendering consultation and advice on matters submitted to the PLANNER for study, recommendation or comment, including professional planning services in matters relating to the New Jersey Municipal Land Use Law, local redevelopment, housing law, COAH or other similar affordable housing laws and regulations, state plan and related planning statutes and documents and will be available to prepare special planning studies at the request of the BOROUGH and/or Zoning and/or Planning Board, as well as be available to prepare documents along with testimony relating to court actions and mediation that the BOROUGH and/or Zoning and/or Planning Board may be involved in and shall request. The PLANNER shall also be available to attend public hearings, and upon the BOROUGH’S directive, informal meetings and/or discussions with applicants to review and discuss matters before the BOROUGH and/or Zoning and/or Planning Board and to provide generally administration and research of general planning services are requested by the BOROUGH under this agreement.
3. PAYMENT FOR SERVICES: The PLANNER’S fees for work performed shall be billed and payable on at the hourly rate of $135. The PLANNER shall submit appropriate vouchers on a periodic basis for all such services.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
   
   A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PLANNER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

   B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PLANNER agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PLANNER’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

   IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

   DATE: __________________________

   __________________________
   BOROUGH OF RIDGEFIELD

   __________________________
   Anthony R. Suarez, Mayor
ATTEST:

__________________________________________
Linda M. Silvestri,
Borough Clerk

GREGORY ASSOCIATES, LLC.

WITNESS:         DATE:         By:________________________

_________________        _____________________

Kathryn M. Gregory, PP, AICP
RESOLUTION NO. 89-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Prosecutor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Prosecutor; and

WHEREAS, a duly constituted evaluation committee recommended that Marlene Caride, Esq. of Gonzalez and Caride be awarded the professional services contract to serve as the Borough Prosecutor for calendar year 2014; and

WHEREAS, Marlene Caride, Esq. of Gonzalez and Caride was previously appointed Borough Prosecutor to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Marlene Caride, Esq. of Gonzalez and Caride as required by law.

2. This contract is awarded for the following reasons: There is a need for a Borough Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Prosecutor.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: _______________________________  Attest: _____________________________

_____________________________  _____________________________
Anthony R. Suarez, Mayor        Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH 
BOROUGH PROSECUTOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Marlene Caride, Esq. of Gonzalez and Caride, having offices at 545-547 39th Street, Union City, New Jersey, hereinafter called the “PROSECUTOR”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Marlene Caride, Esq. as Borough Prosecutor for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PROSECUTOR for professional services as Borough Prosecutor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the PROSECUTOR to serve as Borough PROSECUTOR for calendar year 2014, or until her/his successor qualifies. The PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the PROSECUTOR in the Ridgefield Municipal Court, including being in charge of the prosecution of all matters which come before the Municipal Court.

3. PAYMENT FOR SERVICES: The BOROUGH agrees to pay to the PROSECUTOR for services rendered pursuant to this agreement the sum of $12,500.00 per year.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

   A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the
Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PROSECUTOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PROSECUTOR agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PROSECUTOR’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

______________________________
Linda M. Silvestri,
Borough Clerk

GONZALEZ AND CARIDE

WITNESS: DATE: By:________________________

Marlene Caride, Esq.

________________________  ______________
BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 10, 2014

Presented by Councilman Acosta

RESOLUTION NO. 90-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Special Labor Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Labor Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that Chasan, Leyner and Lamparello, P.C. be awarded the professional services contract to serve as the Special Labor Attorney for calendar year 2014; and

WHEREAS, Chasan, Leyner and Lamparello, P.C. was previously appointed Special Labor Attorney to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Chasan, Leyner and Lamparello, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Chasan, Leyner and Lamparello, P.C. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special Labor Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Labor Attorney.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ____________________________  Attest: ____________________________

_____________________________   _____________________________
Anthony R. Suarez, Mayor        Linda M. Silvestri,
                               Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL LABOR ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Chasan, Leyner and Lamparello, P.C., having offices at 300 Harmon Meadow Boulevard, Secaucus, New Jersey, hereinafter called the "SPECIAL LABOR ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Chasan, Leyner and Lamparello, P.C. as Special Labor Attorney for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL LABOR ATTORNEY for professional services as Special Labor Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SPECIAL LABOR ATTORNEY to serve as Borough SPECIAL LABOR ATTORNEY for calendar year 2014, or until her/his successor qualifies. The SPECIAL LABOR ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SPECIAL LABOR ATTORNEY shall perform all appropriate legal services in connection with BOROUGH labor matters as shall be assigned to SPECIAL LABOR ATTORNEY by the Mayor and Council.

3. PAYMENT FOR SERVICES: The SPECIAL LABOR ATTORNEY shall be paid at an hourly rate of $110.00 for all labor litigation services as assigned to it by the Mayor and Council. The SPECIAL LABOR ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL LABOR ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL LABOR ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL LABOR ATTORNEY’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

______________________________
Linda M. Silvestri, Borough Clerk

CHASAN, LEYNER AND LAMPARELLO, P.C.

WITNESS: DATE: By: ________________________

________________________  _________________________
RESOLUTION NO. 91-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Public Defender; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Public Defender; and

WHEREAS, a duly constituted evaluation committee recommended that Edania C. Rondon, Esq. be awarded the professional services contract to serve as the Public Defender for calendar year 2014; and

WHEREAS, Edania C. Rondon, Esq. was previously appointed Public Defender to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Edania C. Rondon, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Edania C. Rondon, Esq. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Public Defender within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Public Defender.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ____________________________ Attest: ____________________________

Anthony R. Suarez, Mayor Linda M. Silvestri,
Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PUBLIC DEFENDER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Edania C. Rondon, having offices at 3700 Bergenline Avenue, Suite 201, Union City, New Jersey, hereinafter called the “PUBLIC DEFENDER”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Edania C. Rondon, Esq. as Borough Public Defender for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the PUBLIC DEFENDER for professional services as Borough Public Defender without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the PUBLIC DEFENDER to serve as Borough PUBLIC DEFENDER for calendar year 2014, or until her/his successor qualifies. The PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court.

3. PAYMENT FOR SERVICES: The BOROUGH agrees to pay to the PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of $200 for each court session attended. The PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PUBLIC DEFENDER agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PUBLIC DEFENDER’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

______________________________
Linda M. Silvestri,  
Borough Clerk

WITNESS: DATE:  

________________________  ________________________
EDANIA C. RONDON, ESQ.

________________________  ________________________
RESOLUTION NO. 92-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Rent Leveling Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Bond Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Ledesma, Diaz, Lopez & Noris, PC be awarded the professional services contract to serve as the Rent Leveling Attorney for calendar year 2014; and

WHEREAS, Ledesma, Diaz, Lopez & Noris, PC was previously appointed Rent Leveling Attorney to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ledesma, Diaz, Lopez & Noris, PC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Ledesma, Diaz, Lopez & Noris, PC as required by law.

2. This contract is awarded for the following reasons: There is a need for a Rent Leveling Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Rent Leveling Attorney.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ___________________________
Attest: ___________________________

Anthony R. Suarez, Mayor
Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
RENT LEVELING ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ledesma, Diaz, Lopez & Noris, PC, 412 38th Street, Union City, New Jersey, hereinafter called the “RENT LEVELING ATTORNEY”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ledesma, Diaz, Lopez & Noris, PC as RENT LEVELING ATTORNEY for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the RENT LEVELING ATTORNEY for professional services as RENT LEVELING ATTORNEY without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the RENT LEVELING ATTORNEY to serve as Borough RENT LEVELING Attorney for calendar year 2014, or until his/her successor qualifies. The RENT LEVELING ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The RENT LEVELING ATTORNEY shall perform all appropriate services on an as needed basis for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the RENT LEVELING ATTORNEY and all matters which by law and/or tradition should be referred to and handled by the RENT LEVELING ATTORNEY.

3. PAYMENT FOR SERVICES: The BOROUGH agrees to pay the RENT LEVELING ATTORNEY for services rendered pursuant to this agreement the sum of $85.00 per hour and $125.00 per meeting. The RENT LEVELING ATTORNEY shall submit appropriate vouchers on a periodic basis for services rendered.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair
and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the RENT LEVELING ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the RENT LEVELING ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the RENT LEVELING ATTORNEY’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: ____________________________
BOROUGH OF RIDGEFIELD

______________________________
Anthony R. Suarez, Mayor

ATTEST:

______________________________
Linda M. Silvestri,
Borough Clerk

LEDESMA, DIAZ, LOPEZ & NORIS, PC

WITNESS: ________________________
DATE: ____________________________

By: ______________________________
BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting February 10, 2014

Presented by Councilman Acosta

RESOLUTION NO. 93-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Mariniello & Mariniello, P.C. be awarded the professional services contract to serve as the Special Counsel for calendar year 2014; and

WHEREAS, Mariniello & Mariniello, P.C. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Mariniello & Mariniello, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Mariniello & Mariniello, P.C. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: __________________________________________________________________________

Attest: ______________________________________________________________________________

_____________________________  _____________________________
Anthony R. Suarez, Mayor      Linda M. Silvestri,
Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH SPECIAL COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Mariniello & Mariniello, P.C., having offices at 265 Columbia Avenue, Fort Lee, New Jersey, hereinafter called the “SPECIAL COUNSEL”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Mariniello & Mariniello, P.C. as Special Counsel for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2014, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.

3. PAYMENT FOR SERVICES: The SPECIAL COUNSEL shall be paid at an hourly rate of $110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
   A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the
Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

________________________
Linda M. Silvestri, Borough Clerk

MARINIELLO & MARINIELLO, P.C.

WITNESS: DATE: By:________________________

________________________
Joseph R. Mariniello, Jr., Esq.
RESOLUTION NO. 94-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Methfessel & Werbel, P.C. be awarded the professional services contract to serve as the Special Counsel for calendar year 2014; and

WHEREAS, Methfessel & Werbel, P.C. was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Methfessel & Werbel, P.C. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Methfessel & Werbel, P.C. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved:  

Attest:

_____________________________  _____________________________
Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH SPECIAL COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Methfessel & Werbel, P.C., having offices at 3 Ethel Road, Edison, New Jersey, hereinafter called the “SPECIAL COUNSEL”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Methfessel & Werbel, P.C. as Special Counsel for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2014, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.

3. PAYMENT FOR SERVICES: The SPECIAL COUNSEL shall be paid at an hourly rate of $110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the
Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:       BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

______________________________
Linda M. Silvestri,
Borough Clerk

METHFESSEL & WERBEL, P.C.

WITNESS: DATE: By:________________________
RESOLUTION NO. 95-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel; and

WHEREAS, a duly constituted evaluation committee recommended that Scarinci & Hollenbeck be awarded the professional services contract to serve as the Special Counsel for calendar year 2014; and

WHEREAS, Scarinci & Hollenbeck was previously appointed Special Counsel to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Scarinci & Hollenbeck as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Scarinci & Hollenbeck as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special Counsel within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved:  Attest:

_____________________________  _____________________________
Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Scarinci Hollenbeck, having offices at 1100 Valley Brook Avenue, Lyndhurst, New Jersey, hereinafter called the “SPECIAL COUNSEL”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Scarinci Hollenbeck as Special Counsel for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2014, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council.

3. PAYMENT FOR SERVICES: The SPECIAL COUNSEL shall be paid at an hourly rate of $110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the
Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________ 
Anthony R. Suarez, Mayor

ATTEST:

__________________________________________
Linda M. Silvestri, Borough Clerk

SCARINCI HOLLENBECK

WITNESS: DATE: By:________________________
RESOLUTION NO. 96-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Substitute Prosecutor; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Substitute Prosecutor; and

WHEREAS, a duly constituted evaluation committee recommended that Elsbeth J. Crusius, Esq. be awarded the professional services contract to serve as the Substitute Prosecutor for calendar year 2014; and

WHEREAS, Elsbeth J. Crusius, Esq. was previously appointed Substitute Prosecutor to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Elsbeth J. Crusius, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Elsbeth J. Crusius, Esq. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Substitute Prosecutor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Substitute Prosecutor.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: _____________________________  Attest: _____________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
SUBSTITUTE BOROUGH PROSECUTOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Elsbeth J. Crusius, Esq., having offices at 267 Summit Avenue, Hackensack, New Jersey, hereinafter called the “SUBSTITUTE PROSECUTOR”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Elsbeth J. Crusius, Esq. as Substitute Prosecutor for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SUBSTITUTE PROSECUTOR for professional services as Substitute Prosecutor without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SUBSTITUTE PROSECUTOR to serve as SUBSTITUTE PROSECUTOR for calendar year 2014, or until her/his successor qualifies. The SUBSTITUTE PROSECUTOR hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SUBSTITUTE PROSECUTOR shall perform all appropriate services on an as needed basis for the BOROUGH in order to serve as the SUBSTITUTE PROSECUTOR. This means that when the PROSECUTOR is unable to serve or act in a given case or at a given court session, the SUBSTITUTE PROSECUTOR will be engaged to serve as prosecutor for that case or cases.

3. PAYMENT FOR SERVICES: The BOROUGH has agreed to pay the total compensation package of $12,500.00 to the PROSECUTOR. When the PROSECUTOR is unable to serve, the SUBSTITUTE PROSECUTOR and PROSECUTOR will work out between them payment arrangements so that the BOROUGH will not be obligated for additional pay to the SUBSTITUTE PROSECUTOR.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other prosecutors for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair
and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
   
   A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PROSECUTOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

   B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SUBSTITUTE PROSECUTOR agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SUBSTITUTE PROSECUTOR’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties that this contract may be signed in separate counterparts, the effect of which, will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: ________________________________

BOROUGH OF RIDGEFIELD

ATTEST: ________________________________

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

WITNESS: ________________________________

DATE: ________________________________

By: ________________________________

ELSBETH J. CRUSIUS, ESQ.
RESOLUTION NO. 97-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Substitute Public Defender; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Substitute Public Defender; and

WHEREAS, a duly constituted evaluation committee recommended that Gloria Oh, Esq. be awarded the professional services contract to serve as the Substitute Public Defender for calendar year 2014; and

WHEREAS, Gloria Oh, Esq. was previously appointed Substitute Public Defender to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Gloria Oh, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gloria Oh, Esq. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Substitute Public Defender within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Substitute Public Defender.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

**COUNCIL VOTE**

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Approved: ___________________________

Attest: ___________________________

_____________________________
Anthony R. Suarez, Mayor

_____________________________
Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH SUBSTITUTE PUBLIC DEFENDER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Gloria Oh, having offices at 210 Sylvan Avenue, Englewood Cliffs, New Jersey, hereinafter called the “SUBSTITUTE PUBLIC DEFENDER”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Gloria Oh, Esq. as Substitute Public Defender for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SUBSTITUTE PUBLIC DEFENDER for professional services as Substitute Public Defender without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SUBSTITUTE PUBLIC DEFENDER to serve as Borough SUBSTITUTE PUBLIC DEFENDER for calendar year 2014, or until her/his successor qualifies. The SUBSTITUTE PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SUBSTITUTE PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court, where the PUBLIC DEFENDER is unable to serve.

3. PAYMENT FOR SERVICES: The BOROUGH agrees to pay to the SUBSTITUTE PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of $200.00 for each court session attended. The SUBSTITUTE PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SUBSTITUTE PUBLIC DEFENDER agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SUBSTITUTE PUBLIC DEFENDER’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

____________________________
Linda M. Silvestri,
Borough Clerk

WITNESS: DATE: GLORIA OH, ESQ.

_________________________  __________________________
RESOLUTION NO. 98-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Tax Appeal Attorney; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Tax Appeal Attorney; and

WHEREAS, a duly constituted evaluation committee recommended that George B. Campen, Esq. be awarded the professional services contract to serve as the Tax Appeal Attorney for calendar year 2014; and

WHEREAS, George B. Campen, Esq. was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with George B. Campen, Esq. as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with George B. Campen, Esq. as required by law.

2. This contract is awarded for the following reasons: There is a need for a Tax Appeal Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Tax Appeal Attorney.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: _____________________________  Attest: _____________________________

_____________________________  _____________________________
Anthony R. Suarez, Mayor        Linda M. Silvestri, Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
TAX APPEAL ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and George B. Campen, Esq., having offices at 415 32nd Street, Union City, New Jersey, hereinafter called the “TAX APPEAL ATTORNEY”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed George B. Campen, Esq. as Tax Appeal Attorney for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the TAX APPEAL ATTORNEY for professional services as Tax Appeal Attorney without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the TAX APPEAL ATTORNEY to serve as Borough TAX APPEAL ATTORNEY for calendar year 2014, or until her/his successor qualifies. The TAX APPEAL ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The TAX APPEAL ATTORNEY shall perform all appropriate legal services in connection with tax appeals that are filed or are pending in connection with appeals of assessments on properties within the BOROUGH including matters before the Bergen County Board of Taxation and matters filed in the Tax Court of New Jersey.

3. PAYMENT FOR SERVICES: The TAX APPEAL ATTORNEY shall be paid at an hourly rate of $90.00 for all legal work in the field of labor relations as assigned to it by the Mayor and Council. The TAX APPEAL ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other tax appeal attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.
6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the TAX APPEAL ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the TAX APPEAL ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the TAX APPEAL ATTORNEY’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

______________________________
Linda M. Silvestri,
Borough Clerk

WITNESS: DATE:

___________________________
___________________________
GEORGE B. CAMPEN, ESQ.

___________________________
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RESOLUTION NO. 99-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel with Governmental Affairs Department; and

WHEREAS, a duly constituted evaluation committee recommended that Chasan Leyner & Lamparello be awarded the professional services contract to serve as the Special Counsel with Governmental Affairs Department for calendar year 2014; and

WHEREAS, Chasan Leyner & Lamparello was previously appointed Special Counsel with Governmental Affairs Department to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Chasan Leyner & Lamparello as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Chasan Leyner & Lamparello as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special Counsel with Governmental Affairs Department within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ____________________________

Attest: ____________________________

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk
CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL COUNSEL WITH GOVERNMENTAL AFFAIRS DEPARTMENT

THIS IS A CONTRACT for professional services made by and between the Borough of
Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and
Chasan Leyner & Lamparello, having offices at 300 Harmon Meadow Boulevard, Secaucus,
New Jersey, hereinafter called the “SPECIAL COUNSEL”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed
Chasan Leyner & Lamparello as Special Counsel with the Governmental Affairs Department for
calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and
Borough Clerk to enter into an agreement with the SPECIAL COUNSEL with the Governmental
Affairs Department for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to
memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for
the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SPECIAL COUNSEL to
serve as Borough SPECIAL COUNSEL for calendar year 2014, or until her/his
successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement
and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SPECIAL COUNSEL shall perform all appropriate
legal services in connection with BOROUGH matters as shall be assigned to
SPECIAL COUNSEL by the Mayor and Council when there is a need for legal
counsel that also has a governmental affairs department.

3. PAYMENT FOR SERVICES: The SPECIAL COUNSEL shall be paid
at an hourly rate of $110.00 for all legal work as assigned to it by the Mayor and
Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed
specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH
from engaging other attorneys for specific matters if in the opinion of the Mayor and
Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair
and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: ____________________________

BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

________________________
Linda M. Silvestri,
Borough Clerk

CHASAN LEYNER & LAMPARELLO

WITNESS: ____________________________

DATE: ____________________________

By: ________________________________
RESOLUTION NO. 100-2014

WHEREAS, there is a need in the Borough of Ridgefield for a Special Counsel; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Special Counsel with Governmental Affairs Department; and

WHEREAS, a duly constituted evaluation committee recommended that Archer & Greiner be awarded the professional services contract to serve as the Special Counsel with Governmental Affairs Department for calendar year 2014; and

WHEREAS, Archer & Greiner was previously appointed Special Counsel with Governmental Affairs Department to the Borough of Ridgefield for calendar year 2014; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Archer & Greiner as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Archer & Greiner as required by law.

2. This contract is awarded for the following reasons: There is a need for a Special Counsel with Governmental Affairs Department within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Special Counsel.

3. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

4. A notice of this action shall be printed in The Record.
5. The award of this contract is subject to the certification of availability of funds by the Borough’s Financial Officer.

6. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

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Approved: ________________________  Attest: ________________________

Anthony R. Suarez, Mayor  Linda M. Silvestri,
Borough Clerk
THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Archer & Greiner, having offices at 21 Main Street, Suite 353, Hackensack, New Jersey, hereinafter called the “SPECIAL COUNSEL”.

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Archer & Greiner as Special Counsel with the Governmental Affairs Department for calendar year 2014; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL COUNSEL with the Governmental Affairs Department for professional services as Special Counsel without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. ENGAGEMENT: The BOROUGH hereby engages the SPECIAL COUNSEL to serve as Borough SPECIAL COUNSEL for calendar year 2014, or until her/his successor qualifies. The SPECIAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.

2. SCOPE OF SERVICES: The SPECIAL COUNSEL shall perform all appropriate legal services in connection with BOROUGH matters as shall be assigned to SPECIAL COUNSEL by the Mayor and Council when there is a need for legal counsel that also has a governmental affairs department.

3. PAYMENT FOR SERVICES: The SPECIAL COUNSEL shall be paid at an hourly rate of $110.00 for all legal work as assigned to it by the Mayor and Council. The SPECIAL COUNSEL shall submit periodic vouchers with detailed specifications of services performed.

4. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.

5. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5, et. seq.

6. INCORPORATION OF CERTAIN PROVISIONS:
A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH’S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL COUNSEL’S services are not performed satisfactorily in accordance with this contract.

8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE: BOROUGH OF RIDGEFIELD

________________________
Anthony R. Suarez, Mayor

ATTEST:

____________________________
Linda M. Silvestri, Borough Clerk

WITNESS: DATE: By:________________________

________________________  __________________
Borough of Ridgefield
Bergen County, New Jersey

Meeting February 10, 2014

Presented by Councilman Acosta

RESOLUTION NO. 101-2014

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

WHEREAS, Winner Ford, was awarded a State Contract Number 82925 for Police Patrol Vehicles for the period October 25, 2012 through October 24, 2014; and

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

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

WHEREAS, the Borough of Ridgefield will exceed $36,000.00 for the purchase of Police Patrol Vehicles in the Calendar Year 2014:

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be authorized to contract for the purchase of Police Patrol Vehicles from Winner Ford, through the New Jersey State Contract not to exceed $51,516.00 without public bidding.

BE IT FURTHER RESOLVED, that funds for said purchases are certified from Capital Ordinance 2232.

Approved:

_____________________________
Anthony R. Suarez, Mayor

Attest:

_____________________________
Linda M. Silvestri, Borough Clerk

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Presented by Mayor Suarez

RESOLUTION NO. 102-2014

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

ALAMO INSURANCE CO.

be appointed Insurance Agent/Risk Manager for 2014.

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<th>COUNCIL VOTE</th>
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Approved:  

Attest:

_________________________________  ________________________________
Anthony R. Suarez, Mayor    Linda M. Silvestri,
Borough Clerk
Presented by Councilman Acosta

RESOLUTION NO. 103-2014

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

WEINER LESNIAK

be appointed Special Counsel for Waste Water Litigation for 2014.

| COUNCIL VOTE |
|-------------|----------------|----------------|
|             | YES           | NO            |
| Castelli    |               |               |
| Acosta      |               |               |
| Penabad     |               |               |
| Shim        |               |               |
| Todd        |               |               |
| Vincentz    |               |               |
| 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.

__________________________________
Frank Berardo,  
Chief Financial Officer
RESOLUTION NO. 104-2014

BE IT RESOLVED, that warrants totaling $2,757,612.11 be drawn on the following accounts:

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<td>CURRENT</td>
<td>$2,746,920.79</td>
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<td>TRUST</td>
<td>$6,682.22</td>
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<td>CAPITAL</td>
<td>$2,917.16</td>
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<td>POOL</td>
<td>$1,013.94</td>
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<td>DOG LICENSE</td>
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<td><strong>TOTAL</strong></td>
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<td>Mayor Suarez</td>
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Approved: Anthony R. Suarez, Mayor
Attest: Linda M. Silvestri, Borough Clerk