BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: August 12, 2019

ROLL CALL-PUBLIC SESSION

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

Open Public Meetings Statement by
Mayor Suarez

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

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

Executive Session: 6:30 P.M. C.T.O.: 6:33 P.M. Adjourn: 7:43 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:45 P.M. Adjourn: 8:02 P.M.

ROLL CALL-EXEC. SESSION

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of July 22, 2019 Public Session Meeting - APPROVED

Freeholder Voss - Presentation of Bergen County Open Space Check

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As advertised, hearing will be held on Ordinance No. 2361 entitled, "AN ORDINANCE ENACTING A FLOOD DAMAGE PREVENTION ORDINANCE"

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

Introduction of Ordinance No. 2362 entitled, "AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 35 "FIRE DEPARTMENT" OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2363 entitled, "AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 29 "ENVIRONMENTAL COMMISSION" SUBSECTIONS 29-10 "COMMUNITY GARDENS" AND 29-11 "RIDGEFIELD NATURE CENTER" OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

219-2019	Councilman Jimenez	Corrective Action Plan
220-2019	Councilman Castelli	Municipal Alliance Grant Letter of Agreement
221-2019	Councilman Jimenez	Lien Redemption Cert 19-001
222-2019	Councilman Jimenez	Lien Redemption Cert 19-006
223-2019	Councilman Jimenez	Hire Temporary Employee –Sinclair
224-2019	Councilman Jimenez	Authorize Sale of Fire Engine Through Municibid
225-2019	Councilman Castelli	Amendment to Interlocal Services Agreement with Board of Education
226-2019	Councilman Shim	Developers Agreement-Jehovah's Witnesses
227-2019	Councilman Castelli	Hire P/T DPW/Sanitation Employee-Lee
228-2019	Councilman Castelli	Appoint Special Police Officers
229-2019	Councilman Castelli	Appoint 2019/2020 School Crossing Guards
230-2019	Councilman Jimenez	Notice of Intention to Award Contract Under the Houston-Galveston Area Counsel Procurement Service

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin	X		225-2019	
Mayor Suarez				

RESOLUTIONS:

231-2019	Councilman Jimenez	Warrants
232-2019	Councilwoman Larkin	Licensing Agreement with 730 Soccer Arena Inc.

COMMENTS BY MAYOR:

Application for a Raffles License:

Special Olympics New Jersey — APPROVED
Veterans Field
September 8, 2019 – 6 p.m.
50/50

COMMENTS BY COUNCIL:

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

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

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Mayor Suarez

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

COUNCIL VOTE

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

____ Personnel matters in various departments of the Borough.

____ Pending and Potential Litigation

____ Tax Court Litigation.

____ Potential real estate transactions in which the Borough may engage.

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

____ Personnel matters

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

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

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

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2361

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

"AN ORDINANCE ENACTING A FLOOD DAMAGE PREVENTION ORDINANCE"

introduced on the 22nd day of July, 2019, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 22, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2361

"AN ORDINANCE ENACTING A FLOOD DAMAGE PREVENTION ORDINANCE"

WHEREAS, the Federal Emergency Management Agency (hereinafter "FEMA") has notified the Borough of Ridgefield of the necessity of amending the Borough's Municipal Code to reflect updated standards; and

WHEREAS, the required modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973, and are in accordance with the National Flood Insurance Act of 1968, as amended; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to enact the within ordinance;

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

Section I.

Article XLIX of Chapter 390 entitled "Flood Damage Prevention" of the Code of the Borough of Ridgefield be and hereby is, repealed in its entirety.

Section II.

There is hereby established a new article, Article XLIX entitled "Flood Damage Prevention Ordinance", as follows:

§390-205 STATUTORY AUTHORIZATION

The Legislature of the State of New Jersey has in N.J.S.A. 40:48-1,et seq., delegated the responsibility to local governmental units to adopt regulations designed to promote public health, safety, and general welfare of its citizenry. Therefore, the Mayor and Council of the Borough of Ridgefield, County of Bergen, New Jersey does ordain as follows:

§390-206 FINDINGS OF FACT

A. The flood hazard areas of the Borough of Ridgefield are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood

protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazard which increase flood heights and velocities, and when inadequately anchored, causes damage in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

§390-207 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health;
B. Minimize expenditure of public money for costly flood control projects;
C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
D. Minimize prolonged business interruptions;
E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, bridges located in areas of special flood hazard;
F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

§390-208 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
B. Requiring that uses vulnerable to floods including facilities which serve such uses, be protected against flood damage at the time of initial construction;
C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
D. Controlling filling, grading, dredging, and other development which may increase flood damage; and,
E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

AH Zone- Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone

AO Zone- Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

Appeal — A request for a review of the Construction Official's interpretation of any provision of this ordinance or a request for a variance.

Area of Shallow Flooding — A designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent annual or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard —The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone V, VE, V1-30, A, AO, A1-A30, AE, A99, or AH.

Base Flood —A flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – The flood elevation shown on a published Flood Insurance Study (FIS) including the Flood Insurance Rate Map (FIRM). For zones AE, AH, AO, and A1-30 the elevation represents the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

Basement — Any area of the building having its floor subgrade (below ground level) on all sides.

Best Available Flood Hazard Data — The most recent available flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM.

Best Available Flood Hazard Data Elevation — The most recent available flood elevation FEMA has provided. The Best Available Flood Hazard Data Elevation may be depicted on an Advisory Flood Hazard Area Map, Work Map or Preliminary FIS and FIRM.

Breakaway Wall — A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.

Development — Any man made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials located within the area of special flood hazard.

Elevated Building — A non-basement building (i) built, in the case of a building in an Area of Special Flood Hazard, to have the top of the elevated floor, elevated above the base flood elevation plus freeboard by means of piling, columns (posts and piers), or shear walls parallel to the flow of the water, and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood up to the magnitude of the base flood. In an Area of Special Flood Hazard "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

Erosion — The process of gradual wearing away of land masses.

Existing Manufactured Home Park or Subdivision — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Flood or Flooding — A general and temporary condition of partial or complete inundation of normally dry land areas from:

a) The overflow of inland or tidal waters and/or
b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM) — The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) — The official report in which the Federal Insurance Administration has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

Floodplain Management Regulations — Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing — Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway — The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

Freeboard — A factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade — The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

Historic Structure — Any structure that is:

a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
c) Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    (1) By an approved State program as determined by the Secretary of the Interior; or
    (2) Directly by the Secretary of the Interior in States without approved programs.

Lowest Floor — The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so to render the structure in violation of other applicable non-elevation design requirements of 44 CFR Section 60.3.

Manufactured Home — A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Manufactured Home Subdivision — A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

New Construction — Structures for which the start of construction commenced on or after the effective date of a floodplain regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by the municipality.

Preliminary Flood Insurance Rate Map (pre FIRM) — The draft version of the FIRM released for public comment before finalization and adoption.

Recreational Vehicle — A vehicle which is [i] built on a single chassis; [ii] 400 square feet or less when measured at the longest horizontal projections; [iii] designed to be self-propelled or permanently towable by a light duty truck; and [iv] designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of Construction — (For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. No. 97-348)) includes substantial improvements and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site such as the pouring of a slab or footings, the installation of pilings, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings or piers, or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure — A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

Substantial Damage — Damage of any origin sustained by a structure whereby the cost of restoring the structure to its condition before damage would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial Improvement — Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

a) Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
b) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Variance — A grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

Violation — The failure of a structure or other development to be fully compliant with this ordinance. A new or substantially improved structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

§390-210 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazards within the jurisdiction of the Borough of Ridgefield, Bergen County, New Jersey.

§390-211 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard for the Borough of Ridgefield, Community No. 340065, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

A. A scientific and engineering report "Flood Insurance Study, Bergen County, New Jersey (All Jurisdictions)" dated August 28, 2019.
B. "Flood Insurance Rate Map for Bergen County, New Jersey (All Jurisdictions)" as shown on Index and panels 34003C0257H, 34003C0258H, 34003C0259H, and 34003C0278H, whose effective date is August 28, 2019.
C. Best Available Flood Hazard Data. These documents shall take precedence over effective panels and FIS in construction and development regulations only. Where the effective mapping or Base Flood Elevation conflict or overlap with the Best Available Flood Hazard Data, whichever imposes the more stringent requirement shall prevail.

The above documents are hereby adopted and declared to be a part of this ordinance. The Flood Insurance Study, maps and advisory documents are on file at Town Hall, 604 Broad Avenue, Ridgefield, New Jersey.

§390-212 PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a Borough ordinance offense. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $2,000.00 and/or imprisoned for not more than ninety (90) days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the Borough of Ridgefield, from taking such other lawful action as is necessary to prevent or remedy any violation.

§390-213 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and other ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

§390-214 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

A. Considered as minimum requirements;
B. Liberally construed in favor of the governing body; and,
C. Deemed neither to limit nor repeal any other powers granted under State statutes.

§390-215 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

This ordinance shall not create liability on the part of the Borough of Ridgefield, any officer or employee thereof or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

§390-216 ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit (as a form of a zoning permit) shall be obtained before construction or development begins, including placement of manufactured homes, within any area of special flood hazard established in Section 390-211. Application for a Development Permit shall be made on forms furnished by the Zoning Officer or his designee and may include, but not be limited to; plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

A. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;
B. Elevation in relation to mean sea level to which any structure has been floodproofed.
C. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 390-221B; and,
D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

§390-217 DESIGNATION OF THE LOCAL ADMINISTRATOR

The Zoning Officer or his designee is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

§390-218 DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Zoning Officer or his designee shall include, but not be limited to:

A. PERMIT REVIEW

1. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
2. Review all development permits to determine that all necessary permits have been obtained from those Federal, State or local governmental agencies from which prior approval is required.
3. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 390-224 are met.

B. USE OF OTHER BASE FLOOD AND FLOODWAY DATA

When base flood elevation and floodway data has not been provided in accordance with Section 390-211, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the Zoning Officer or his designee shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Sections 390-221A SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, and 390-221B, SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION.

C. INFORMATION TO BE OBTAINED AND MAINTAINED

1. Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
2. For all new or substantially improved floodproofed structures:
   i. verify and record the actual elevation (in relation to mean sea level); and
   ii. maintain the floodproofing certifications required in Section 390-216C).
3. Maintain for public inspection all records pertaining to the provisions of this ordinance.

D. ALTERATION OF WATERCOURSES

1. Notify adjacent communities and the New Jersey Department of Environmental Protection, Bureau of Flood Control and the Land Use Regulation Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
2. Require that maintenance is provided within the altered or relocated portion of said watercourse so the flood carrying capacity is not diminished.

E. SUBSTANTIAL DAMAGE REVIEW

1. After an event resulting in building damages, assess the damage to structures due to flood and non-flood causes.
2. Record and maintain the flood and non-flood damage of substantial damage structures and provide a letter of Substantial Damage Determination to the owner and the New Jersey Department of Environmental Protection, Bureau of Flood Control.

3. Ensure substantial improvements meet the requirements of Sections 390-221A SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, 390-221B SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION and 390-221C, SPECIFIC STANDARDS, MANUFACTURED HOMES.

F. INTERPRETATION OF FIRM BOUNDARIES

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 390-219.

§390-219 VARIANCE PROCEDURE

A. APPEALS

1. The Planning Board (in its zoning board capacity) as established by the Mayor and Council and state statute shall hear and decide appeals and requests for variances from the requirements of this ordinance.
2. The Planning Board shall hear and decide appeals from the decision of the Zoning Officer when it is alleged there is an error in any requirement, decision, or determination made by the Zoning Officer in the enforcement or administration of this ordinance.
3. Those aggrieved by the decision of the Planning Board, or any taxpayer, may appeal such decision to the Superior Court of New Jersey pursuant to the provisions of New Jersey Court Rule 4:69.
4. In passing upon such applications, the Planning Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
    a. the danger that materials may be swept onto other lands to the injury of others;
    b. the danger to life and property due to flooding or erosion damage;
    c. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
    d. the importance of the services provided by the proposed facility to the community;
    e. the necessity to the facility of a waterfront location, where applicable;
    f. the availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
    g. the compatibility of the proposed use with existing and anticipated development;
    h. the relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
    i. the safety of access to the property in times of flood for ordinary and emergency vehicles;
    j. the expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
    k. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

5. Upon consideration of the factors of Section 390-219 4 and the purposes of this ordinance, the Planning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
6. The Zoning Officer shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration upon request.

B. CONDITIONS FOR VARIANCES

1. Generally, variances may be granted for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items a-k in Section 390-219 4 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be granted for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
3. Variances should generally not be granted within any designated floodway if any increase in flood levels during the base flood discharge would result.
4. Variances should generally only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. The following factors should generally be considered in granting of the variances:
   a. A showing of good and sufficient cause;
   b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and,
   c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in Section 390-219 4.), or conflict with existing local laws or ordinances.
   d. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

§390-220 GENERAL STANDARDS

In all areas of special flood hazards, compliance with the applicable requirements of the Uniform Construction Code (N.J.A.C. 5:23) and the following standards, whichever is more restrictive, is required:

A. ANCHORING

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
2. All manufactured homes to be placed or substantially improved shall be anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This

requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

B. CONSTRUCTION MATERIALS AND METHODS

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

C. UTILITIES

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters;
3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding; and
4. For all new construction and substantial improvements the electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

D. SUBDIVISION PROPOSALS

1. All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage;
2. All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
3. All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and,
4. Base flood elevation data shall be provided for subdivision proposals and other proposed new development which contain at least fifty (50) lots or five (5) acres (whichever is less).

E. ENCLOSURE OPENINGS

All new construction and substantial improvements having fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria: A minimum of two (2) openings in at least two (2) exterior walls of each enclosed area, having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, or other covering or devices provided that they permit the automatic entry and exit of floodwaters.

§390-221 SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data have been provided as set forth in Section 390-211, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD or in Section 390-218B, USE OF OTHER BASE FLOOD DATA, the following standards are required:

A. RESIDENTIAL CONSTRUCTION

1. New construction and substantial improvement of any residential structure located in an A or AE zone shall have the lowest floor, including basement together with the attendant utilities (including all electrical, heating, ventilating, air- conditioning and other service equipment) and sanitary facilities, elevated at or above the more restrictive, base flood elevation (published FIS/FIRM) plus one (1) foot, the best available flood hazard data elevation plus one (1) foot, or as required by ASCE/SEI 24-14, Table 2-1**;**
2. Require within any AO or AH zone on the municipality's DFIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated above the depth number specified in feet plus one (1) foot, above the highest adjacent grade (at least three (3) feet if no depth number is specified) or at or above the best available flood hazard data elevation plus one foot, whichever is more restrictive. And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

B. NONRESIDENTIAL CONSTRUCTION

In an Area of Special Flood Hazard, all new construction and substantial improvement of any commercial, industrial or other nonresidential structure located in an A or AE zone shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities as well as all electrical, heating, ventilating, air-conditioning and other service equipment:
either

1. Elevated at or above the more restrictive, base flood elevation (published FIS/FIRM) plus one (1) foot, the best available flood hazard data elevation plus one (1) foot, or as required by ASCE/SEI 24-14, Table 2-1; and
2. Require within any AO or AH zone on the municipality's FIRM to elevate above the depth number specified in feet plus one (1) foot, above the highest adjacent grade (at least three (3) feet if no depth number is specified) or at or above the best available flood hazard data elevation plus one foot, whichever is more restrictive._And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures;

or

1. Be floodproofed so that below the more restrictive, base flood elevation (published FIS/FIRM) plus one (1) foot, the best available flood hazard data elevation plus one (1) foot, or as required by ASCE/SEI 24-14, Table 6-1, the structure is watertight with walls substantially impermeable to the passage of water;
2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,

3. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this subsection. Such certification shall be provided to the official as set forth in Section 390-218C2ii.

§390-222 MANUFACTURED HOMES

A. Manufactured homes shall be anchored in accordance with section 390-220 A2).
B. All manufactured homes to be placed or substantially improved within an area of special flood hazard shall:
    1. Be consistent with the need to minimize flood damage,
    2. Be constructed to minimize flood damage,
    3. Have adequate drainage provided to reduce exposure to flood damage,
    4. Be elevated on a permanent foundation such that the top of the lowest floor is at or above the more restrictive, base flood elevation (published FIS/FIRM) plus one (1) foot, the best available flood hazard data elevation plus one (1) foot, or as required by ASCE/SEI 24-14, Table 2-1.
    5. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

§390-224 FLOODWAYS

Located within areas of special flood hazard established in Section 390-211 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless a technical evaluation demonstrates that encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
B. If the above section is satisfied, all new construction and substantial improvements must comply with sections 390-220 through 390-224.
C. In all areas of special flood hazard in which base flood elevation data has been provided and no floodway has been designated, the accumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than two-tenths (0.2) of a foot at any point.

Section III. Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

Section IV.

This Ordinance shall be effective upon final adoption (anticipated to be August 22, 2019) and publication according to law, and shall remain in force and effect until modified, amended or rescinded by the Mayor and Council, Borough of Ridgefield, County of Bergen, State of New Jersey, according to law.

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Penabad

ORDINANCE NO. 2362

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

"AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 35 "FIRE DEPARTMENT" OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

introduced on the 12th day of August, 2019, 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 9th day of September, 2019 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Penabad

ORDINANCE NO. 2362

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

"AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 35 "FIRE DEPARTMENT" OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, being the governing body thereof, that Chapter 35 "Fire Department" of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

Section 35-3 Apparatus and appliances.

Apparatus and appliances to be used in the Ridgefield Fire Department for the extinguishment of fires and for the protection of property exposed to fire or water used thereon shall be such as the Mayor and Council of the Borough of Ridgefield may, from time to time, direct and shall be furnished for the use of the Fire Department by the Borough of Ridgefield. All fire apparatus shall conform to NFPA Standard No. 19. Recommendations for new equipment shall be promulgated by the three Fire Chiefs and a small committee of current of former officers from the gaining company.

Section 35-4 Duty of the Chief.

It shall be the duty of the Chief to keep themselves informed as to the condition of all fire equipment. He/she is to file a written report when requested by any member of the Fire Committee. The Chief of the Department will be directly responsible to the Chairperson of the Fire Committee, the Borough Administrator, and the Mayor and Council of the Borough of Ridgefield. In the event a Chiefs position is vacated, the other remaining Chiefs may move up and finish the term of the Chief that is leaving and the company from which the vacancy occurred will seek a former Chief to step back in until the next election. If a former Chief cannot accept the position, there will be an election of current and former Captains of said company. Current position must be filled within 30 days.

Section 35-6 Qualifications for line officers.

To be eligible to be a line officer a member must meet and have maintained a monthly percentage of 35% for two out of the last four quarters prior to nominations. A member may not hold a line

office in any other fire department while running for or holding an Officer position with this department.

In order to be eligible to be a line officer, a person shall have the following qualifications:

A. To be a First or Second Lieutenant, he/she must have been an active member for a minimum of three years and shall have completed three fire-training courses and ICS levels one, two, and three.

B. To be a Captain, in addition to meeting the qualifications for a First or Second Lieutenant, he/she must have completed an officer's training course from a certified fire academy.

C. To be a Chief, Deputy Chief or Battalion Chief, in addition to meeting the qualifications for Captain and having served as Captain, he/she must have completed at least two additional recognized firematics courses in specialized subjects, including administration, fire ground safety, hazmat incident command and any other educational certification requirement required by the New Jersey Division of Fire Safety. Said member must have completed 10 years service within the Ridgefield Fire Department.

Section 35-7 Removal from office.

All officers shall maintain monthly average of not less than 25% of any two consecutive quarters. All officers shall attend all department and company meetings unless excused by the Chief. All excuses must be requested in writing. If an officer fails to maintain mandatory attendance, said officer may be removed. Any line officer may be removed for cause, provided that he/she has been given written notice of the charges against him and has had an opportunity for an open departmental hearing within 30 days after such notice, at which hearing he/she shall have the right to be represented by counsel at his/her own expense. The hearing board shall consist of the three Chiefs and counsel. From an adverse determination at a departmental hearing, a charged officer may, within 10 days from the receipt of a written decision or opinion of the Department, appeal to the Mayor and Council for review and final determination of his/her case. In the event that the person charged is a Chief, the hearing board shall consist the fire committee of the Mayor and Council, Borough Attorney, Borough Administrator, the remaining two Chiefs and the Captain of the Company the Chief is from. The charged Chief has the option of bringing his/her own attorney and his/her own expense.

Section 35-11 Inactive members; pension

A. The status of "life member" shall be granted to any person who has completed and retired after 20 years of service as a full member of the Ridgefield Volunteer Fire Department, and maintained 20% per year and who has attained the age of 55 years. As a measure of the Borough's gratitude for his or her service, a life member shall be entitled to receive a yearly pension payment of $900.00. The Fire Chief shall certify the eligibility of all firefighters emeritus to the chief financial officer with documented date of birth on October 31 of each year. The right of a life member to receive the payment set forth in this section shall cease upon the firefighter's death.

B. Any fireman forced to become inactive due to fire-service-connected disability as determined by the Fire Department surgeon and who has completed at least 10 years of active service shall be entitled to said pension referred to in Subsection A above, in full, from the date of said fire-service-connected disability.

C. Any fireman forced to become inactive due to fire-service-connected disability as determined by the Fire Department surgeon, who has completed less than 10 years of active service, shall be entitled to a pension of 50% of the above-mentioned pension from the date of disability.

D. Any fireman forced to become inactive due to a disability which is not fire-service connected, as determined by the Fire Department surgeon, who has completed 15 years of service and who has reached the age of 55 years shall be entitled to receive a full pension in that amount set forth in Subsection A above.

E. The first payment of this pension shall commence on October 31, 1979. Thereafter, the amount of the pension shall be reviewed annually by the Mayor and Council to consider its sufficiency and adequacy in light of the economic conditions existing at the time.

Section 35-12 Uniforms.

The regulation uniform of the Ridgefield Fire Department and the wearing of the same shall be prescribed by a majority of the Ridgefield Fire Department at a regularly scheduled combined meeting. There shall be both a regular uniform and a summer-weight uniform. Each individual member must purchase both uniforms within six months of being accepted as an active fireman. Each individual member must have ordered both uniforms within 30 days of the date of acceptance as a permanent fireman. All members must wear the numbered breast badge issued to them by the Fire Department, with the exception of current officers and ex-Chiefs, who will wear the badge of their respective rank. Ex-officers may wear an "ex" badge, in addition to the numbered Fire Department badge.

Section 35-13 Requirements for active membership.

F. All active members shall enroll in Fire One training within 12 months of joining. All members must complete the requirement within the first 36 months of membership.

G. In order to remain an active member in good standing, a member must maintain 15% per year. If percentage is not maintained, that member must respond to Chiefs in writing as to the reason for poor attendance. The Chiefs may place the member on probation allowing said member three months to improve attendance. If attendance is not improved, said member may be removed.

H. In order for a member to be eligible to vote in a Department Election, said member must be an Active Firefighter and maintained a percentage of 25% for two of the last three quarters.

BE IT FURTHER ORDAINED, if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvesti,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2363

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

"AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 29 "ENVIRONMENTAL COMMISSION" SUBSECTIONS 29-10 "COMMUNITY GARDENS" AND 29-11 "RIDGEFIELD NATURE CENTER" OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

introduced on the 12th day of August, 2019, 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 9th day of September, 2019 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2363

"AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 29 "ENVIRONMENTAL COMMISSION" SUBSECTIONS 29-10 "COMMUNITY GARDENS" AND 29-11 "RIDGEFIELD NATURE CENTER" OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, being the governing body thereof, that Chapter 29 "Environmental Commission" of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

Section 29-10: Community Gardens: The Ridgefield Community Gardens are hereby defined as that area of land yet to be determined by the Mayor and Council of the Borough of Ridgefield. The Environmental Commission is hereby authorized to conduct and control the operation of the Community Gardens and the Commission is hereby authorized and directed to promulgate and adopt regulations for the operation of the Community Gardens which must be approved by the Mayor and Council. A copy of said regulations will be filed with the Borough Clerk and shall be adopted by reference as part of this Code after said filing.

Section 29-11: Ridgefield Nature Center: The Ridgefield Nature Center is hereby defined as that area of land wooded fenced in areas (5.4 acres) to the south of Ray Avenue between Shaler Boulevard and Abbott Avenue. The Environmental Commission is hereby authorized to conduct and control the operation of the Ridgefield Nature Center and the Commission is hereby authorized and directed to promulgate and adopt regulations for the operation of the Nature Center which must be approved by the Mayor and Council. A copy of said regulations will be filed with the Borough Clerk and shall be adopted by reference as part of this Code after said filing.

BE IT FURTHER ORDAINED, if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 219-2019

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit it cause an annual audit of its books, accounts and financial transactions to be made and completed within six months after the close of its fiscal year; and,

WHEREAS, the audit for the fiscal year ending December 30, 2018 was presented to the governing body on July 30, 2019; and,

WHEREAS, in accordance with OMD Circular A-133, 98-07, and Local Finance Notice CFP 97-16, all local government units must prepare and submit a Corrective Action Plan as part of the annual audit process; and,

WHEREAS, the Corrective Action Plan cover all findings and recommendations, including state, federal, and general of financial statement finding in the audit report; and,

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and,

WHEREAS, the Corrective Action Plan must be approved by the governing body of the local using and be submitted to the Division of Local Government Services no later than sixty days from the receipt of the audit report; and,

NOW THEREFORE BE IT RESOLVED THAT the Mayor and Council of the Borough of Ridgefield that the Corrective Plan for the fiscal year ended December 31, 2018 is hereby approved.

BE IT FUTHER RESOLVED, that a copy of the Corrective Action Plan will be placed on file in the Office of the Borough Clerk.

COUNCIL VOTE

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

Approved:

_____

Anthony R. Suarez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

Borough of Ridgefield
Bergen County
604 Broad Ave.
Ridgefield, NJ 07657

Audit Report Fiscal Year December 31, 2018

CORRECTIVE ACTION PLAN

Schedule of Comments and Recommendations:

FINANCE

Comment 1 (A Prior Year's Recommendation)

Prior year interfund balances were not liquidated prior to the close of the current fiscal year.

Recommendation:

That all interfund balances be liquidated prior to the close of the year.

Explanation and Corrective Action:

All interfunds that can be liquidated will be liquidated.

Comment 2 (A Prior Year's Recommendation)

Subsidiary ledgers in the Grant Fund do not agree to audit balances of the Appropriated Grant Revenues.

Recommendation:

That the Grant Fund subsidiary ledgers be reviewed and adjusted accordingly to reflect audited balances for Appropriated Grant Reserves.

Explanation and Corrective Action:

The Grant ledgers were reviewed and adjusted to the audited balances. Greater care will be exercised making all entries.

Comment 3 (A Prior Year's Recommendation)

Not all transactions are posted to the general ledger for the Net Payroll account as required by Technical Directive #3.

Recommendation:

That all transactions be recorded in the general ledger for all funds.

Explanation and Corrective Action:

The missing transactions have been posted. The payroll officer has been trained to properly post all transactions.

Comment 4 (A Prior Year's Recommendation)

There are unfunded improvement authorizations in the General Capital fund greater than 5 years old.

Recommendation:

That all ordinances with cash deficits over 5 years should be funded through a valid financing source.

Explanation and Corrective Action:

The capital balances will be evaluated. Unfunded balances will be funded or cancelled.

Comment 5 (A Prior Year's Recommendation)

Interest earned on the Public Assistance Trust Fund, Rent Deposit Trust Fund and COAH Trust Fund are not being posted to the general ledger.

Recommendation:

That all interest earnings be posted to the appropriate general ledgers.

Explanation and Corrective Action:

Interest will be posted from the manual reconciliations to the general ledger.

Comment 6 (A Prior Year's Recommendation)

There were instances in which vendors receiving payments in excess of the IRS thresholds were not issued the required Form 1099.

Recommendation:

That all eligible vendors receive a Form 1099 as required by IRS Rev. Rule 2003-66.

Explanation and Corrective Action:

The review of Form 1099 was for only vendors that were listed, there was no review for omissions. A review of all vendors will be completed periodically to ensure they are coded correctly in the system. Also, greater care will be used when entering new vendors.

Comment 7 (A Prior Year's Recommendation)

There were instances in which amounts paid to the vendor history exceeded the amounts reported on Form 1099.

Recommendation:

That all eligible payments are reported on Form 1099 as required by IRS from the General Capital Fund be made only with a valid appropriation.

Explanation and Corrective Action:

Greater care will be taken when preparing reports for Form 1099s. The detail will be analyzed more intently prior to printing the forms.

Comment 8

Accounts payable balances were cancelled without approval from Mayor and Council.

Recommendation:

That all cancellations of accounts payable be approved by Mayor and Council via resolution.

Explanation and Corrective Action:

The Finance Department has implemented a policy that prior to cancelling any accounts payable balance, an approved resolution from the Mayor and Council must first be obtained.

Comment 9

That bank reconciliation for the Borough's Current Fund included items that were not accurate.

Recommendation:

That all reconciling items be investigated on a monthly basis for accuracy.

Explanation and Corrective Action:

All bank accounts will be reconciled on a monthly basis and great care will be taken in order to maintain accuracy.

Comment 10

Payments for DCA fees collected Due to State are not made in a timely manner.

Recommendation:

That more care be taken to be sure amounts paid are made in a timely manner.

Explanation and Corrective Action:

Greater care will be taken with respect to remitting fees to the DCA in a timely manner.

Comment 11

The Borough does not have a system in place for tagging fixed assets.

Recommendation:

That the Borough develop and implement a system for tagging fixed assets as required by N.J.A.C. 5:30-5.6.

Explanation and Corrective Action:

The CFO will update the fixed assets inventory system to include additions and disposals during 2018 and will continue to maintain the systems with all additions and disposals in the future.

Comment 12

There is a deficit in the amount of $1,090 in the Unemployment Insurance Compensation Trust Account due to invoices being paid in excess of the available amounts.

Recommendation:

That more care be taken to ensure sufficient funds are available in the reserve prior to disbursement.

Explanation and Corrective Action:

The Unemployment Insurance Compensation Trust Account will be reconciled on a regular basis and greater care will be taken to ensure sufficient funds are available in the reserve.

PURCHASING:

Comment 1 (A Prior Year's Recommendation)

There were instances in which goods and services were ordered prior to encumbrance.

Recommendation:

That controls over purchasing procedures being enhanced to ensure that purchase orders are issued and funds are encumbered when the goods and/or services are received.

Explanation and Corrective Action:

Departments have been informed of purchasing law to ensure that they follow it.

Comment 2 (A Prior Year's Recommendation)

Informal quotes were not obtained for purchases which exceeded 15% of the bid threshold as required by N.J.S.A 40A:11-6.1.

Recommendation:

That all purchases in excess of 15% of the bid threshold have informal quotes as required by Local Public Contracts Law.

Explanation and Corrective Action:

Quotes are usually obtained before the purchase, then not necessarily available but the time of audit. If purchases are in excess of 15% of the bid threshold, quotes will be attached to the Purchase Order for filing and a copies will also be maintained by the Purchasing Agent.

PAYROLL:

Comment 1 (A Prior Year's Recommendation)

The Net Payroll Account and Payroll Agency Accounts were not properly reconciled as of year-end.

Recommendation:

That more care be taken to ensure monthly reconciliations are completed.

Explanation and Corrective Action:

The Net Payroll Account will be reconciled on a monthly basis.

Comment 2

There is a deficit in the reserve for Net Payroll in the amount of $35,545, resulting from amounts being transferred to the net payroll account which did not agree to the payroll registers.

Recommendation:

That more care be taken to ensure amounts being transferred to ne net payroll agree to the payroll registers.

Explanation and Corrective Action:

It was discovered that Payroll Clerk reduced the amount of money to transfer by the amount of Workers Compensation even when the Borough was paying the employee before being reimbursed for the Workers Compensation. The amount of the workers compensation was correctly charged to the prior year's salary lines and transmitted to payroll.

DEPARTMENTS:

Municipal Court:

Comment 1

There are 644 items in Other Case Status on the December Monthly Management Report.

Recommendation:

That items in Other Case Status be processed in a timely manner.

Explanation and Corrective Action:

The Court will process items in Other Case Status on a timely manner.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

RESOLUTION NO. 220-2019

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Mayor and Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Mayor and Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Mayor and Council does hereby authorize submission of a strategic plan for the Ridgefield Municipal Alliance grant for fiscal year 2020 in the amount of:

DEDR	$9876.00
Cash Match	$2469.00
In-Kind	$7407.00

2. The Mayor and Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

COUNCIL VOTE

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

Approved:

_____

Anthony R. Suarez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 221-2019

WHEREAS, Mahmoud Hatami has deposited a check in the amount of $5,292.88 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 19-001, Block 203 Lot 29, further known as 679 Elm Avenue, sold to Pam Investors and whereas $13,000.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of $5,292.88 from the Suspense Account and a check for $13,000.00 from the Trust Account;

BE IT FURTHER RESOLVED that the check in the amount of $5,292.88 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of $13,000.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to Pam Investors and be mailed to 127 S. Washington Avenue, Bergenfield, New Jersey 07621.

COUNCIL VOTE

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

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 222-2019

WHEREAS, Wiken Zakarian has deposited a check in the amount of $11,007.67 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 19-006, Block 2107 Lot 2, further known as 754 Banta Place, sold to Robert Rothman and whereas $23,000.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of $11,007.67 from the Suspense Account and a check for $23,000.00 from the Trust Account;

BE IT FURTHER RESOLVED that the check in the amount of $11,007.67 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of $23,000.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to Robert Rothman and be mailed to 411 Grand Avenue, Englewood, New Jersey 07631.

COUNCIL VOTE

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

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 223-2019

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

STEPHANIE SINCLAIR

be hired on a temporary basis for the Finance Department at $11.00 per hour beginning August 2, 2019 through October 31, 2019.

COUNCIL VOTE

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

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 224-2019

WHEREAS, the Borough of Ridgefield is the owner of a certain 1989 Pearce Fire Engine Pumper, Vin No. 1P9CAO2J5KAO40688, which is no longer needed for fire department or other public purposes; and

WHEREAS, the Borough now wishes to offer same for sale in compliance with *N.J.S.A.* 40A:12-13; and

WHEREAS, Municibid is a company which has been awarded a state contract by the Department of the Treasury for internet auctions to sell surplus property with blanket PO Contract No. 19-GNSV1-00696 to conduct the required auctions pursuant to statute;

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

1. The 1989 Pearce Fire Engine Pumper, Vin No. 1P9CAO2J5KAO40688, is no longer needed for municipal purposes, and will be offered for sale pursuant to the provisions of *N.J.S.A.* 40A:12-13.

2. The Mayor and the Borough Clerk are hereby authorized and directed to execute an agreement with Municibid pursuant to the state contract award blanket PO Contract No. 19-GNSVI-00696 to conduct the auction sale of the fire equipment in question, and the Borough Administrator and CFO be and hereby are authorized to interact with Municibid so as to further the sale as set forth above.

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

RESOLUTION NO. 225-2019

WHEREAS, the Borough of Ridgefield previously approved an Interlocal Services Agreement with the Ridgefield Board of Education; and

WHEREAS, subsequent to the Mayor and Council approving the form of that Agreement, the Board of Education has proposed certain changes; and

WHEREAS, those changes are reasonable and acceptable to the Borough;

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

1. The revised Interlocal Services Agreement with the Ridgefield Board of Education be and hereby approved.

2. The Mayor and the Borough Clerk be, and hereby are, authorized and directed to execute the attached Interlocal Services Agreement on behalf of the Borough of Ridgefield.

3. The terms and conditions of the initial approving Resolution No. 197-2019 be incorporated herein.

COUNCIL VOTE

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

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT ("Agreement") date this _____ day of _____ 2019 by and between the RIDGEFIELD BOARD OF EDUCATION, a duly authorized New Jersey School District (hereinafter referred to as "Ridgefield School District") and the BOROUGH OF RIDGEFIELD, a duly authorized New Jersey municipality (hereinafter referred to as ("Borough").

1. **Statutory Authorization:** *N.J.S.A.* 40A:65-1, *et seq.*, the "Uniform Shared Services and Consolidation Act," authorizes interlocal shared service agreements.

2. **Background of Agreement and Term:** The Ridgefield Board of Education operates the public schools within the Borough of Ridgefield, Bergen County, New Jersey (the "Schools"). The Ridgefield School District and the Borough of Ridgefield have agreed to have one (1) part-time special police officer employed by the Borough of Ridgefield (as defined in paragraph 5 below) assigned to the Schools commencing July 1, 2019 and ending June 30, 2020.

3. **Assignment of Officer:** The Borough will assign one (1) part-time, Class III Special Law Enforcement Officer ("SLEO III") to the Ridgefield School District during the Term of this Agreement, with such officer being assigned security duties for not less than 15 minutes prior to the commencement of the pupils school day in the school building to which he is assigned and continuing for not less than 15 minutes following the conclusion of the pupils school day in the school building to which he is assigned. All reasonable efforts will be made by the Borough to ensure

that coverage will be provided on a daily basis, when schools are in session, during such hours. The parties understand, however, that the Borough will be hiring one SLEO III for this post so that if that officer is sick or otherwise unable to come to work, there will most likely be no replacement. If the post will remain vacant during a school day, the Chief of Police shall notify the Superintendent of Schools prior to the commencement of the school day.

4. **Selection of Officer:** The officer to be assigned must be certified by a New Jersey Police Training Commission and meet other requirements specified by the Job Description on file with the Borough of Ridgefield and the Board of Education entitled "Class III/School Resource Officer."

5. **Borough of Ridgefield's Responsibilities:** The Borough of Ridgefield will hire and/or maintain sufficient staff (defined for purposes of this Agreement as one (1) part-time SLEO III) to provide the Ridgefield School District with school security services for the duration of this agreement. The parties acknowledge and agree that the SLEO III will be an employee of the Borough of Ridgefield and not the Ridgefield Board of Education. The SLEO III shall perform his or her services consistent with Section 7 of the June 20, 2018 General Order Directive issued by Chief Thomas J. Gallagher, which is attached hereto and incorporated herein. The parties further understand that the Borough will be hiring one special police officer for this post, and as a result, if that officer is sick or otherwise unable to come to work, there will most likely be no replacement. The Borough of Ridgefield will provide one (1) 800 MHz radio and any other necessary equipment for

communication between the School Resource Officer and the Borough of Ridgefield Police Department.

6. **Duties, Chain of Command and Authority of the Special Police Officer:** The duties, chain of command and authority of the Special Police Officer shall be in accordance with state law and in accordance with the Ridgefield Police departmental directive entitled "Special Law Enforcement Officer Class III dated June 20, 2018" and as may be amended and supplemented from time to time. The document is incorporated herein by reference.

7. **Employee Compensation and Insurance:** The Borough of Ridgefield shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, unemployment, social security, withholding and any and all other expenses related to employee compensation, as well as the training, hiring, firing and discipline, including all expenses and costs associated therewith.

8. **Payment:** The Ridgefield School District shall pay to the Borough the sum of $40,000 as the estimated salary of the officer for the 2019-2020 school year for such services. Payment shall be made in equal, quarterly installments upon the following schedule: September 30, December 31, March 30, and June 30.

9. **Term and Renewal:** The term of this Agreement shall be for twelve (12) months, commencing on July 1, 2019 and ending June 30, 2020, subject to the adoption of Resolutions by the Borough of Ridgefield and the Ridgefield Board of Education approving the execution of this Agreement.

The parties may, but are not required, to renew this Agreement upon the expiration of the initial term, upon the agreement by both parties. The terms of this Agreement, including payment terms, may be renegotiated for any renewal term. The Ridgefield Board of Education shall notify the Borough of Ridgefield if it desires to renew this Agreement in writing on or before January 31, 2020.

10. **Termination:** This Agreement may be terminated at any time during the term of the Agreement or any renewal term, upon mutual agreement of the Parties. Absent mutual agreement of the parties, the Agreement may only be terminated for just cause. For purposes of this Agreement, termination by the Ridgefield School District for cause will be permitted if the Borough fails to staff the position for a continued and significant period of time, or if the assigned officer shall substantially fail to perform the security duties assigned to him under this Agreement.

11. **Insurance And Indemnification:** The Ridgefield Board of Education shall not be liable for any negligent, careless, reckless and/or intentional acts or omissions of the Borough of Ridgefield, its officers, agents, servants, employee and/or representatives. All demands, claims, suits, actions, damages or costs of any nature whatsoever, whether for personal injury, property damage or other liability, on account of the rendering of any and all services provided pursuant to this Agreement by the Borough of Ridgefield, it officers, agents, servants, employees and/or representatives shall be the responsibility of the Borough.

It is recognized and understood that the Borough of Ridgefield and the Ridgefield Board of Education are members of and participate in the Joint Insurance Fund and

that this agreement is subject to each party naming the other as an additional insured on any appropriate insurance policy each may separately maintain. Specifically the Borough agrees to name the Ridgefield Board of Education as an additional insured for General Liability, and the Ridgefield Board of Education will name the Borough of Ridgefield as an additional insured for General Liability. Upon execution of this Agreement, each party shall provide the other with a Certificate of Insurance evidencing the above coverage and naming the other as an additional insured.

12. **Authorization:** Both the Borough of Ridgefield and the Ridgefield Board of Education represent that the execution, delivery and performance of this Agreement has been authorized by its respective governing body, that it does not require any consent, approval or referendum of the voters, and that it does not violate any judgment, order, law or regulation applicable to either party.

13. **NOTICES.** All notices, demands and other communications to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered (a) on the date of service if given personally to the party to whom notice is to be given, (b) on the date four (4) days after mailing if mailed to the party to whom notice is to be given by regular first class mail, (c) on the date of receipt as evidenced by the signed return receipt card if the notice is given by registered or certified mail, return receipt requested, postage prepaid; or (d) on the following business day if given by a nationally recognized overnight delivery service. All notices, demands and other communications given hereunder shall be property addressed as follows:

If to the Borough of Ridgefield:

Borough Clerk
Municipal Building
604 Broad Avenue
Ridgefield, New Jersey 07657

If to the Ridgefield School District

School Business Administrator
555 Chestnut Street
Ridgefield, New Jersey 07657

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written below.

RIDGEFIELD BOARD OF EDUCATION

By:_____
President

Date: _____

ATTEST:_____
Board Secretary

BOROUGH OF RIDGEFIELD

By:_____
Mayor

Date: _____

ATTEST:_____
Municipal Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Shim

RESOLUTION NO. 226-2019

WHEREAS, the Ridgefield Congregation of Jehovah's Witnesses, having an office at 634 Abbott Avenue, Ridgefield, New Jersey, filed an application with the Planning Board of the Borough of Ridgefield; and

WHEREAS, said application was for continuation of variances and preliminary and final site plan approval; and

WHEREAS, on July 10, 2018 the Planning Board adopted a resolution memorializing its June 12, 2018 action/decision approving the application; and

WHEREAS, the approving resolution determined that the applicant should enter into a Developer's Agreement with the Borough of Ridgefield; and

WHEREAS, the Planning Board Attorney has prepared such a Developer's Agreement; and

WHEREAS, the Borough Attorney has reviewed the Developer's Agreement; and

WHEREAS, it is in the best interests of the Mayor and Council that the Borough of Ridgefield enter into a Developer's Agreement with the Ridgefield Congregation of Jehovah's Witnesses;

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

1. The Developer's Agreement between the Borough of Ridgefield and the Ridgefield Congregation of Jehovah's Witnesses in the form annexed hereto be and hereby is approved.

2. The Mayor and Borough Clerk be and hereby are authorized and directed to execute same.

COUNCIL VOTE

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

Approved:

_____

Anthony R. Suarez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018, between:

THE BOROUGH OF RIDGEFIELD
a Municipal Corporation of the State of New Jersey,
having offices located at
604 Broad Avenue, Ridgefield, New Jersey, 07657;
(hereinafter referred to as the "Borough"),

and

RIDGEFIELD CONGREGATION OF JEHOVAH'S WITNESSES
having an office located at
634 Abbott Avenue, Ridgefield, New Jersey, 07657
(hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner and developer of the below identified property and made application to the Planning Board of the Borough of Ridgefield, New Jersey, for variances for location and height of the retaining walls and the continuation of variances for lot depth, impervious coverage and building height and preliminary and final site plan approval to make interior repair in excess of $25,000.00 and exterior repairs in excess of $50,000.00 in order to make interior renovations, replace the retaining wall, replace the asphalt, curb and sidewalk on premises located at 634 Abbott Avenue, Ridgefield, New Jersey and designated as Lot 11, Block 1503, on the tax assessment map of the Borough of Ridgefield (the "Property"); and

WHEREAS, the Planning Board of the Borough of Ridgefield on July 10, 2018 adopted a resolution memorializing its June 12, 2018 action/decision which granted the Developer's request for variances for location and height of the retaining walls and the continuation of variances for lot depth, impervious coverage and building height and preliminary and final site plan approval to make interior repair in excess of $25,000.00 and exterior repairs in excess of $50,000.00 in order to make interior renovations, replace the retaining wall, replace the asphalt, curb and sidewalk subject to the terms and conditions as more specifically set forth in the Resolution of the Planning Board of the Borough of Ridgefield which is attached hereto and incorporated herein ("Approval Resolution"); and

WHEREAS, as a result of said Approval Resolution

adopted on July 12, 2018, it is necessary that a Developer's Agreement be entered into as a condition of such Developer proceeding with the work which was the subject of said application; and

WHEREAS, it is mutually desired by the parties hereto that the Property shall be improved and developed in such a manner as will ensure the protection of the surrounding and neighboring properties, as well as the public roadways in and about the proposed development to the end that said development shall result in a desirable development within the Borough of Ridgefield; and

WHEREAS, it is the purpose of this Agreement to set forth all of the terms and conditions which shall control the construction of such project and the work to be performed pursuant to same; and

NOW, THEREFORE, in consideration of these promises, mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

1. The Developer agrees that it will comply with all of the conditions set forth in the Approval Resolution of the Planning Board of the Borough of Ridgefield, and any amendments thereto, if any. Copy of said Approval Resolution is annexed hereto as Exhibit "A" by reference, made a part hereof.

2. The Developer shall comply with all of the terms and conditions imposed and mandated by the Bergen County Planning Board, the Department of Transportation, if applicable, and any and all other Municipal, County, State or Federal bodies, agencies or authorities as may rightfully apply any such terms and conditions.

3. The Developer shall within a period of 24 months from the date of commencement of construction of the project, at its sole cost and expense, complete all of the improvements as set forth on certain Preliminary and Final Site Plan Improvements prepared by Richard E. Boyee, PE, dated July 14, 2016, last revised July 11 2017 to as Exhibit B (the "Site Plan"). In the event that the developer requires additional time beyond the 24 month period provided herein, and it is not otherwise in default of the terms of this agreement, such time period may be extended by the governing body for a period sufficient to permit the completion of construction. It is understood and agreed that after commencement of the project construction, Developer shall have the right due to weather, contractor availability, market conditions, material supply issues and the like, to

suspend construction for the period of time necessary to address and/or alleviate any such conditions which may arise after commencement of construction. Any suspensions of construction consistent herewith shall not alter or enlarge the 24 month timeframe for completion of the project as provided herein, subject to and reserving all rights as to any permitted extensions as provided below in this Paragraph 3 and/or as to any extensions based on force majeure events as provided in this Paragraph 3 and at Paragraph 37.

Should the Developer fail to complete improvements to the site within 24 months of the date of commencement of construction of the project, and good cause is not shown by the Developer why the time period should be extended by the Borough, then the Borough shall have the authority to complete any and all improvements as are reasonably necessary for the public health, safety and welfare without further notice to the Developer and to utilize bond funds. If good cause is shown (strikes, natural disasters and a force majeure) as to why the premises have not been completed within 24 months, the Borough, at its sole discretion, may extend the time period for construction.

4. In addition, it is agreed by and between the parties to this Agreement that, except for minor field changes as reasonably determined by the Borough Engineer, the within plan may be modified only with the consent of the appropriate board, and the Developer shall install such improvements as may be deemed reasonably necessary to effectuate the Approval Resolution and the Ordinances of the Borough of Ridgefield, as reasonably determined by the Borough Engineer or such other agent of the Municipality acting within the scope of his or her authority, it being further agreed that the certification on said plans certifies that the design standards employed in such plans minimally meet the requirements of the Approval Resolution and Ordinances of the Borough of Ridgefield and such other codes and regulations as shall rightfully apply.

5. Upon the execution of this Agreement by the parties hereto, and prior to the issuance of a building permit, the Developer shall make the following deposits in cash or certified check with the Borough of Ridgefield:

a) the sum of $7,858.13 representing an initial escrow fee to reimburse the Borough of Ridgefield for engineering and inspection fees expended on account of the review of the site development plan; however the applicant shall have the option of making quarterly payments provided the balance held in escrow is not less than ten (10%) of the total fee.

b) the sum of $1,500.00 to reimburse the Borough of Ridgefield for legal fees expended on account of the review of the site development plan and the preparation and review of this agreement.

The amount so deposited pursuant to Paragraph (a) above, which is to be used to reimburse the Borough for the expenses incurred by it with respect to the professional review and inspection of the within project is deposited in accordance with the Municipal Land Use Law, *N.J.S.A.* 40:55D-1, et seq. and is to be considered an estimate and shall be increased or decreased at the reasonable exercised discretion of the Borough Engineer from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement. In the event that there shall be any surplus after the work has been certified to have been completed in a good and workmanlike manner and after the acceptance thereof by the Borough Engineer, such surplus shall be promptly returned to the Developer.

The amount so deposited pursuant to Paragraph (b) above, is to be used to reimburse the Borough for the expenses incurred by it with respect to the drafting and revision of this agreement, the review of all documentation, and any other legal work as the Borough shall deem necessary. Said amount is deposited in accordance with the Municipal Land Use Law, *N.J.S.A.* 40:55D-1 et seq. and is to be considered an estimate and shall be increased or decreased at the reasonably exercised discretion of the Planning Board Attorney from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement.

6. The Developer and Borough agree that the Developer shall comply with the reasonable recommendations of the Borough Engineer deemed reasonably necessary to effectuate the Approval Resolution and Site Plans.

7. In the event that any drainage easements are created or relocated, the appropriate deeds or amendments thereto shall be prepared by the Developer's attorney and submitted for approval by the Planning Board Attorney and Borough attorney.

8. The Developer shall obtain and keep in force during the life of the project, an insurance policy issued by a company licensed in the State of New Jersey and having a Best's rating of A or better. The insurance policy shall carry General Liability limits for Bodily Injury and Property Damage of not less than Three Million ($3,000,000.00) Dollars per person, Three Million ($3,000,000.00) Dollars. Combined

Single Limit or if written on a split limit basis, shall carry limits of Three Million ($3,000,000.00) for Bodily Injury on an occurrence basis and Three Million ($3,000,000.00) in the aggregate. Property Damage Liability shall be three Million ($3,000,000.00). Said insurance contract shall provide for the liability of all sub-contractors and shall include a provision for Products/Completed Operations Liability with the same applicable limits. A Certificate of Insurance shall be issued to the Borough of Ridgefield and shall name the Borough of Ridgefield as additional insured. The Certificate of Insurance shall carry a thirty day cancellation notification clause. The Certificate of Insurance shall be forwarded to the Borough Clerk and Borough Risk Manager for review.

9. The Developer shall provide, or cause to be provided by its contractor, a performance bond issued by an insurance company approved by the New Jersey State Department of Insurance or issued by a banking or savings institution authorized to do and doing business in this State or letter of credit in the amount of One Hundred Fifty Seven Thousand One Hundred Sixty-Two Dollars and Fifty-Four Cents ($157,162.54) as may be modified by the Borough Engineer, which represents One Hundred Percent (100%) of the cost of completion of all site improvements, as that term is defined in the Municipal Land Use Law *N.J.S.A.* 40:55D-53, and as specified on the Site Plans and contemplated by the Approval Resolution as reasonably estimated by the Borough Engineer pursuant to the method of calculation set forth in *N.J.S.A.* 40:55D-53.4, as required by *N.J.S.A.* 40:55D-53(a)(1) and as listed in Exhibit C attached hereto. Said guarantee shall remain with the Borough until the Borough Engineer certifies that all improvements as specified in Exhibit C have been completed and the Borough adopts a Resolution releasing the Performance Bond/Guarantee and replacing it with the maintenance guarantee as required by Paragraph 10. Upon request by the Developer, the Borough shall grant a partial reduction in the amount of the performance guarantee commensurate with the portion of the site improvements completed by the Developer and approved by the Borough Engineer.

10. Upon completion of the improvements and prior to issuance of a Certificate of Occupancy, the Developer shall post a maintenance guarantee or letter of credit representing Fifteen Percent (15%) of the cost of completion of all site improvements within the public right of way, or which shall be otherwise dedicated to or maintained by the Borough as reasonably estimated by the Borough Engineer pursuant to the method of calculation set forth in *N.J.S.A.* 40:55D-53.4, as

required by N.J.S.A. 40:55D-53(a)(2) and as listed in Exhibit C attached hereto which maintenance guarantee shall be in the amount of _____Dollars ($_____). Said guarantee shall remain with the Borough for a period of two (2) years from the date a Certificate of Occupancy is issued. In the event that the amount on deposit or the amount realized from the bond posted with the Borough of Ridgefield is insufficient to complete reasonable maintenance or repair, the Borough of Ridgefield is authorized upon a minimum of thirty (30) days written notice to the Developer, to increase the percentage of the bond to commensurate with the insufficiencies.

11. All performance and/or maintenance guarantees or letters of credit, including but not limited to, guarantees for monuments, improvements and landscaping shall be in a form reasonably approved by the Planning Board Attorney and/or Borough Attorney pursuant to N.J.S.A. 40:55D-53b.

12. The Developer agrees that should it damage the pavement, curb or any other real or personal property not wholly owned or leased by the Developer, that they shall be required to repair or replace same within twenty (20) days of notice by the Borough to the Developer (with a longer time period provided if it is not reasonable to complete the repairs within the twenty (20) days) at the address first set forth above, unless weather and/or labor strikes do not permit same or the Borough shall have the right to make the repairs and deduct the cost of same from the bond. The Developer shall install gravel strips at all driveways into the site for the purpose of cleaning vehicle tires upon egress from the site, and shall otherwise conduct periodic street cleaning and sweeping in the immediate area of the work site to remove any debris generated from/caused by the construction at the Property. The Developer shall take all precautions for the safety of pedestrians and vehicular traffic in the immediate area of the job site to protect the same from falling debris and to provide adequate and safe walkways as required by law if so designated by the Police Department or Construction Code Official for the protection of the general public during the course of construction.

13. The Developer agrees with the Borough to hold the said Borough harmless for any damage or liability caused by the discharge of surface waters upon, or the alteration of lateral support from, the lands adjacent to the property being developed, from the development construction work required by this Agreement, and agree to assume any and all liability so caused by same , and further agree to take reasonable steps alleviate any and all conditions created by the construction which cause any such damage. The Developer

further agrees to grade the entire premises in accordance with the Site Plans and to construct any and all retaining walls necessary to maintain adequate lateral support to properties owned by surrounding property owners, if any. Any plan to construct any system of lateral support including, but not limited to, retaining walls and beams shall be approved by the Borough Engineer prior to construction.

14. During and at the conclusion of the construction of improvements, the Developer shall clean all drainage facilities impacted by the project of silt and debris, if any, at Developer's sole cost and expense.

15. The Developer shall furnish off-street parking for any and all tradesman, contractors or sub-contractors and employees thereof, or any individual or party whatsoever performing any work or labor upon the job site, including, but not limited to, any and all trucks or vehicles delivering materials or equipment to the site and shall take steps reasonably necessary to prevent the congestion of traffic in the area of the job site and to facilitate the progress of the same. There shall be no off-loading of materials or equipment on the public street.

16. No additional structures or buildings of any type shall be constructed on the Property without further approval of the appropriate Board of the Borough of Ridgefield, except those referred to in the plans presently on file with the Borough of Ridgefield.

17. Should it become necessary as a result of this development to enlarge or install any utility line such as water, gas, electric, telephone or sewer lines located in or upon the public streets, the Developer shall do so at its own cost and expense. The Developer shall obtain all necessary permits to open the street and install such improvements.

18. The Developer shall be limited to the hours between 6:30 AM and 6:00 PM on weekdays and 7:00 AM and 5:00 PM on Saturdays, except in case of urgent necessity in the interest of public health and safety, and then only with written approval from the Borough Engineer, which approval may be granted for a period not to exceed three (3) days or less while the emergency continues and which approval may be renewed for a period of three days or less while the emergency continues. If the Borough Engineer should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways during any other period of time and if he shall further determine

that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within any other period of time upon application being made at the time the permit for the work is awarded or during the progress of the work.

19. The Developer further agrees to comply with additional reasonable recommendations by the appropriate Borough official concerning the proper police and fire protection for the construction site, including the hiring of special police officers as may be required during the course of construction to ensure the public safety.

20. Any and all sanitary and storm sewer facilities, on or off the site, including, but not limited to the installation of sewer and storm basins and hookups, and pump stations and equipment specified in the plans referenced herein, are to be constructed at the sole cost of the Developer, and shall be done only upon issuance of all required approvals under law.

21. Upon the execution of this Agreement and the posting of the cash deposits as aforesaid, a building permit shall be issued to the Developer by the Construction Code Official of the Borough upon approval of the complete building plans, payment of all fees, proof of insurance, bonds and escrows and any other requirements set forth herein.

22. Improvements shown on the plans herein referred to shall be constructed in accordance with such plans and such applicable Ordinances of the Borough of Ridgefield. Improvements can also be constructed in accordance with field changes that have been reasonably approved by the Borough Engineer.

23. Whether or not stated herein, the Developer shall perform all the work in a good and workmanlike manner and at all times comply with all laws and/or regulations of the Federal Government, the State of New Jersey and all Ordinances of the Borough as well as such other reasonable requirements as may be imposed by the Borough Engineer.

24. The Borough contemplates and the Developer agrees to the inspection of all facilities to be constructed by the Developer by the appropriate Borough Code Officials, which shall be defined as any one of the construction code officials, sub-code officials or the Borough Engineer. The Borough Code Officials shall inspect the installation of improvements as set forth in the Site Plans and construction plans/construction permit applications filed by the Developer

consistent with the Site Plans as the same may now exist or shall be amended or revised in the future. The Developer shall notify the applicable Borough Code Official at least forty-eight (48) hours prior to the commencement of demolition or construction of any such facilities. In the event of temporary suspension, the applicable Borough Code Official shall be notified of the renewed starting date thereof. Backfilling, after the laying of any drainage or sanitary sewer pipes, or other facilities in connection therewith, shall be absolutely forbidden except after inspection and approval by the applicable Borough Code Official. The Borough Code Officials and the Borough shall take all reasonable steps necessary to ensure that any building permit applications filed by the Developer and any field inspections requested and/or required by the Developer are processed, reviewed and completed without undue delay so as to maintain the steady progress of construction of the project and ensure compliance with the construction deadline imposed on the Developer pursuant to the terms of this Agreement.

2425. Prior to the final release of any security herein required by this Agreement, and prior to the issuance of a Certificate of Occupancy, the Developer shall submit "as built" plans prepared and certified by a licensed New Jersey professional land surveyor and/or professional engineer which plans shall be approved by the Borough Engineer, and the Borough Engineer shall certify to the Governing Body and to the Construction Code Official that all of the work required by this Agreement has been contemplated in a good and workmanlike manner and in compliance with local Ordinances and regulations.

26. Nothing herein contained shall be construed in any way to render the Borough of Ridgefield liable for any damages, costs or debts for material, labor or other expenses incurred in making the improvements, but this Agreement shall be construed only as permission of said Developer so as to make improvements upon the compliance with the terms thereof.

27. Until the completion of improvements to the site and of this Agreement and the acceptance thereof by the Borough, the Developer shall be and remain liable for any and all damage occasioned by any neglect, wrongdoing, omission or commission, by any person, corporation or partnership arising from the making of said improvements and shall save, indemnify and hold harmless the Borough from any and all actions at law or in equity, charges, liens, debts or encumbrances which may arise therefrom or thereby.

28. Upon the completion of all of the work on site and

prior to the issuance of a Certificate of Occupancy, the Developer shall fill and grade pursuant to the Site Plans referenced herein and to the reasonable satisfaction of the Borough Engineer, all excavations as exist on the site and which were created at any time whatsoever. In the event that the final fill and grade is not consistent with the Site Plans as reasonably determined by the Borough Engineer the Borough may turn to the funds deposited under the performance guarantee or letter of credit as set forth above for the completion of the grading and filling of all such site excavation.

29. The parties hereto agree that the terms and conditions of this Agreement shall be binding upon them, their heirs, successors and assigns, until such time as all work required hereto has been performed in a good and workmanlike manner and has been so certified to the Borough by the Borough Engineer. Wherever used herein, the term "Developer" shall mean and include the Developer named above, its successors, assignees and/or designees.

30. The parties hereto mutually agree to perform and undertake any necessary action and execute and deliver any and all documents which may now or in the future become necessary in order to effectuate the intent and purpose of this Agreement.

31. It is agreed by the Developer that this Agreement shall not be transferred or assigned to any other third parties without the prior consent of the Borough, but notwithstanding same, the Developer shall have the right to assign this Agreement to a future fee owner of the Property and/or to any lender of Developer.

32. Nothing herein contained shall be construed as preventing the Borough from exercising in any court of law or elsewhere any right or duties which it may have by statute, ordinance, or other law. Nothing herein contained shall be deemed a waiver by any party of any ordinance or state statute or other law, or be construed as an abridgement, preemption or waiver of the powers of any Borough Board, Agency or Public Body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer vis-a-vis any such public body.

33. Nothing herein contained shall be construed to render the Borough or any of its officers, board members, or employees liable for any charges, cost, or debts for material, labor or other expenses incurred in the making of the improvements.

34. In no case shall a Certificate of Occupancy be issued if a material breach or default in this Agreement has occurred and has not been cured. Without limitation upon any other remedy provided herein or by law, the Mayor and Council of the Borough of Ridgefield (hereinafter the "Mayor and Council") may order that no, or no further, building permits or certificates of occupancy shall be issued until any material breach or default in this Agreement is cured.

35. Upon a default by the Developer under the terms and/or conditions of this Agreement, the Borough shall provide the Developer with thirty (30) days written notice within which period of time the Developer shall be required to comply with all the terms of this Agreement and appropriate ordinances and rules and regulations of the Borough and its agencies. Notwithstanding the foregoing sentence, if the default is of a nature that it cannot, with the exercise of reasonable diligence, be cured within said 30 day period, then said 30 day period shall be extended to a period of time as agreed by the parties to enable the Developer to cure the default with the exercise of reasonable diligence. At the expiration of the period to cure where the Developer has failed to perform in accordance with this Agreement and in accordance with all applicable Borough ordinances and rules and regulations of the Borough and its agencies, the Borough, without further notice to the Developer, may utilize the deposited performance guarantees for the full, complete and adequate performance of this Agreement in compliance with all Borough ordinances and rules and regulations of the Borough and its agencies. In addition, the Borough may bring an action on the Performance Guaranty; expend the cash guarantee funds; bring an action for specific performance of the Agreement; or seek to effect completion on the basis of any other remedy available to the Borough.

36. If, before the completion of the work, the Developer abandons the job, files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent or suffers any type of receivership, insolvency, bankruptcy, or other similar proceeding to be filed against it, or ceased work for a period of thirty (30) consecutive days without notice to or the permission of the Borough Engineer and fails to resume work within ten (10) days after receipt of notice by certified mail, return receipt at the address stated in this Agreement, then the Borough can exercise any rights and remedies as specified in Paragraph 35 and it shall be the duty of the surety immediately to undertake the completion of the work at the expense of the Developer and its surety, or to pay to the Borough the cost of completion of the work as a local improvement pursuant to the provisions of N.J.S.A. 40:56 et seq..

37. The Developer shall complete all terms and

conditions of this Agreement as specified herein. In the event that the Developer cannot complete same due to a force majeure, the time for completion of this Agreement shall be extended for a period equal to the duration of the said force majeure.

38. This Agreement may only be modified or amended by a written instrument signed by all parties hereto and duly approved according to law.

39. Each of the provisions set forth herein shall have the same force and effect as if set forth at length as conditions of the granting of site plan approval as they are deemed reasonably necessary to effectuate the Site Plans as approved in the Approval Resolution to the extent allowed under the Municipal Land Use Law.

40. The provisions of this Agreement are severable; if any one provision be determined unenforceable, this shall have no effect on the balance of the provisions hereof which shall remain in full force and effect.

41. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested by its Borough Deputy Clerk and its Municipal Seal to be hereunto affixed, pursuant to the Resolution of the Borough passed for that purpose, and the Developer has likewise signed and sealed this Agreement on the day and year first above written.

WITNESS:

RIDGEFIELD CONGREGATION OF JEHOVAH'S WITNESSES

_____

_____

ATTEST:

BOROUGH OF RIDGEFIELD

_____

_____
Anthony Suarez, Mayor

Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

RESOLUTION NO. 227-2019

BE IT RESOLVED by the Mayor and Council that

CHARLES LEE

be hired as part-time employee for DPW/Sanitation at the hourly rate of $11.00, 35 hours per week, effective immediately.

COUNCIL VOTE

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

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

RESOLUTION NO. 228-2019

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

DANIEL DeRITO
ANTONIO PERITO
LUCKY ABERNATHY
SUN KYUNG (KRISTEN) LEE

and

EAMON CATHERINA

be appointed as Special Police Officers of the Ridgefield Police Department effective immediately.

COUNCIL VOTE

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

Approved:

Anthony R. Suarez, Mayor

Attest;

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Castelli

RESOLUTION NO. 229-2019

BE IT RESOLVED by the Mayor and Council that

Gus Arrocho-$12.90
Markrit Bekarogullari -$15.15
Domenica Blum-$15.65
Reinaldo Bozan-$15.65
Natale Buro-$15.65
Antonio Cancian-$12.90
Maritza Cedeno-$14.65
John Consoli-$12.90
Joanne Dobrzynski-$13.65
Ivan Donadic-$12.90
Camille Frusciante-$14.00
Silca Gaudiosi-$14.65
Mary Ann Gentile-$15.65
Dawn Giantonio-$13.90
Carol Kelm-$14.90
Madeline Kulhan-$15.65
Benny Lio-$14.90
David Martin-$12.90
Marie Novembre-$17.25
Joan Oliver-$12.90
Gary Sargent-$14.15
Philomena Trues-$15.65
Bernadette Weir-$14.65

be hired as School Crossing Guards for the 2019/2020 School Year at the hourly rates listed above.

COUNCIL VOTE

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

Approved:

Anthony R. Suarez, Mayor

Attest;

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 230-2019

WHEREAS, under certain circumstances award of contract without public bidding is permitted pursuant to N.J.S.A. 52:34-6.2; and

WHEREAS, Fire and Safety Services, Ltd. as an agent for Pierce Manufacturing Inc., is an approved vendor under the Houston-Galveston Area Counsel Procurement Service as approved by the State of New Jersey; and

WHEREAS, the Borough of Ridgefield wishes to enter into an agreement with Fire and Safety, Ltd. for the purchase of a fire apparatus truck for the Ridgefield Volunteer Fire Department; and

WHEREAS, prior to the award of this contract a Notice of Intention to Award a Contract must be published in the official newspaper;

NOW, THERFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that they approve the following:

1. The Borough Clerk is hereby authorized to publish a Notice of Intention to Award Contract to Fire and Safety Services, Ltd. Pursuant to the Houston-Galveston Area Counsel Procurement Service for the purchase of a fire apparatus truck at a cost of $548,743.19.
2. Any objections to this award of contract should be directed to the Borough Clerk, 604 Broad Avenue, Ridgefield, New Jersey 07657 within ten (10) days of the publication of the Notice of Intention.
3. The contract is awarded to Fire and Safety Services, Ltd. contingent upon no objections being received.

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

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

_____

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 231-2019

BE IT RESOLVED, that warrants totaling **$2,914,751.99**
be drawn on the following accounts:

CURRENT	$2,735,524.72
TRUST	$122,136.53
CAPITAL	$22,250.34
POOL	$34,840.40
TOTAL	**$2,914,751.99**

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X		99176	
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin	X		99176	
Mayor Suarez				

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 12, 2019

Presented by Councilwoman Larkin

RESOLUTION NO. 232-2019

WHEREAS, the Borough of Ridgefield is the owner of a parking lot facility adjacent to Willis Field; and

WHEREAS, 730 Soccer Arena, Inc. is a company which plans to operate an indoor soccer facility at premises known as 730 Grand Avenue, adjacent to this parking lot; and

WHEREAS, that company has asked the Borough to execute a license agreement to use that parking lot when not needed for Borough purposes; and

WHEREAS, the company has offered in return to grant the Borough a right to use one of its indoor soccer fields at certain times during each and every week of the year; and

WHEREAS, the Borough Administrator and Recreation Director has approved the form of agreement and has indicated the use of the indoor soccer facility is a much needed benefit for the Borough; and

WHEREAS, the Borough Attorney has negotiated the terms of that license agreement;

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

1. The Parking Use License Agreement between the Borough of Ridgefield and 730 Soccer Arena, Inc. in the form attached hereto be, and hereby is, approved.

2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached agreement on behalf of the Borough.

Approved:

_____
Anthony R. Suarez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

PARKING USE LICENSE AGREEMENT

THIS PARKING USE AGREEMENT (this "Agreement") is effective as August 12, 2019, ("Effective Date"), and is entered into by and between the Borough of Ridgefield, ("Borough") and 730 Soccer Arena, Inc. ("Company").

RECITALS

A. Borough is the owner of the Willis Field Parking Lot as defined in Section 375-75 of the Borough's Ordinance and identified by the Borough's Tax Map as Block 1101 and Lot 3, located in Ridgefield, New Jersey.

B. Borough has made twenty-one (21) parking spaces in the rear of the Willis Field near the railroad (the "Parking Lot") available for use by the Company, for parking of vehicles only, under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of License. Borough hereby grants to Company a non-exclusive license to utilize the Parking Lot, subject to the terms, conditions and provisions of this Agreement, for the sole purpose as defined and set forth herein.

2. Term of Agreement. The term of this Agreement shall commence on January 1, 2020 the Effective Date and continue as long as the Company stays in business at its present location which is 730 Grand Avenue, Unit 1K, Ridgefield, NJ 07657 ("Term"), unless terminated sooner in accordance with paragraph 3 of this Agreement.

3. Review. Borough's Mayor and Council shall have the right to review the terms and conditions of this Agreement every three (3) years from the base year which shall be 2020 ("Base Year"). Borough shall upon one hundred twenty (120) days written notice to Company as provided in paragraph 15 may terminate this Agreement with or without cause at any time.

4. Conditions to Use License. Borough may from time to time suspend the grant of permit parking to Company temporarily for its own use of the Parking Lot. Borough shall, to the best of its ability, provide Company with a schedule in advance for its own use. In any non-scheduled determination of the need to use the Parking Lot, Borough shall give Company as much advance notice as possible, although none is absolutely required, and hang temporary signs that would advise Company and its patrons that permit parking is temporarily suspended. Neither Company nor any of their customers or patrons may sell, rent, lease, or charge for the use of the Parking Lot. The Company shall use the Parking Lot solely for its own business related services.

5. Compensation/ Agreement Fee. In lieu of a certain dollar amount, the Borough shall have an exclusive right to use one of Company's four indoor soccer fields Monday through Friday from 3:00 p.m. to 5:00 p.m. and Saturday and Sunday for two hours each day, for each and every week of the year,with at least seven (7) days advance notice.

6. Compliance with Laws. Company shall, at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statues, ordinances and regulations applicable to this Agreement and Company's use of the Parking Lot. In conjunction therewith, Company shall obtain, at its sole cost and expense, any other approvals and permits necessary to use the Parking Lot if applicable.

7. Maintenance and Notice of Necessary Repairs. Company is responsible for Parking Lot maintenance as it relates to trash clean-up, weed abatement, parking enforcement, parking violators/violations, and signage. Borough shall not be obligated pursuant to this Agreement to undertake any repairs or maintenance, including snow or ice removal.

8. Signage, Alterations and Modifications. Borough will review and inspect signage posted at the Parking Lot. The Company shall pay the cost of erecting replacement signs which will read as follows: "Parking only for those utilizing Willis Park, except as allowed by permit. Violators are subject to fine and towing." If the Borough identifies signage that is in need of repair or in poor condition, the Company will replace and/or repair the signage identified by the Borough. Company shall not, without prior written consent from Borough, place or otherwise alter, modify, improve or change any signage on the Parking Lot. Any request from Company to place signage on, or otherwise alter, modify, improve or change the Parking Lot must include drawings or a detailed written proposal of any such requested changes. Any and all such Borough approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of Company. Company shall prepare cardboard or similar type placards for its patrons or customers to place on their windshields to read as follows: "Permit parking for 730 Soccer Arena, Inc."

9. Indemnification. Company agrees to defend, indemnify and hold harmless the Borough, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Company, its officials, agents and employees and subcontractors in the performance of this Agreement. Company shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Borough in any such action, Company shall, at its sole cost and expense, satisfy and discharge such obligation of the Borough. Borough shall have the right, at its own expense, to participate in the defense of any suit, without relieving Company of any of its obligations hereunder. Borough retains final approval of any and all settlements or legal strategies which involve the interest of Borough. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

10. Assumption of Risk. Company acknowledges and agrees that by use of the Parking Lot, Company assumes all risk of loss or damage to property, including, without

limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Borough. Company further agrees that it is familiar with the condition of the Parking Lot and the suitability of the Parking Lot for its intended use and accepts the Parking Lot on an "AS-IS" "WHERE-IS" basis. Company forever releases Borough, its agents, manager, affiliates and employees from and against any and all of Company's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. Borough, its agents, manager, affiliates and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of Borough or its employees resulted in the loss or damages.

11. Security. Company acknowledges that as of the Effective Date and at all times during the Term, it shall maintain security measures appropriate to reasonably protect the Parking Lot and any and all Company employees, guests, visitors, and/or licensees.

12. Insurance Requirements. The procuring of required polices of insurance shall not be construed to limit Company's liability thereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policies of insurance, Company shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement or with Company's use or occupancy of any portion of the Parking Lot.

Company shall purchase, maintain and keep in force during the term of this Agreement at Company's sole cost and expense the following insurance:

A. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE if required by the statutory laws of the State of New Jersey.

B. CERTIFICATE OF GENERAL LIABILITY INSURANCE AND AUTO LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

Commercial General Liability shall include endorsements naming Borough, Its Officers, Agents, Volunteers and Employees as additional insured. Endorsements for General Liability shall state that Company's insurance is "primary" and Borough is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

Minimum Insurance Requirements – General Liability Insurance:

One million dollars ($1,000,000) each occurrence (combined single limit)
One million dollars ($1,000,000) for personal injury liability
Two million dollars ($2,000,000) in the aggregate

13. Company Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

A. Any material misrepresentation by Company in the inducement of this

Agreement or the use of the Parking Lot;

B. Breach of any agreement, representation or warranty made by Company in this Agreement;

C. Failure of Company to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to the following:

i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Parking Lot;

ii) Failure to perform in accordance with terms and conditions of this Agreement;

iii) Failure to operate and maintain the Parking Lot in a manner satisfactory to Borough, or inability to operate and maintain the Parking Lot satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

iv) Abandonment of the Parking Lot for reasons not beyond Company's reasonable control;

v) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default;

vi) Default by Company under any other agreement the Company may have with the Borough.

vii) Borough has the option to terminate this Agreement based upon events that cannot be predicted by Borough.

14. Assignment and Successor and Assigns. The interest of Company under this Agreement is personal to Company and may not be assigned or transferred to any other individual or entity without Borough's prior written consent.

15. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate):

If to Borough: Mayor and Council
Ridgefield Municipal Building
604 Broad Avenue
Ridgefield, NJ 07657

With a copy to: Stephen F. Pellino, Esq.
Basile Birchwale & Pellino, LLP
865 Broad Avenue
Ridgefield, NJ 07657

If to Company: 730 Soccer Arena, Inc.
730 Grand Avenue, Unit 1K
Ridgefield, NJ 07657

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

16. Severability, In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

17. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statues, laws, codes, ordinances or otherwise.

18. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

19. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BOROUGH:
Ridgefield

By: _____
Anthony R. S uarez, Mayor

COMPANY:
730 Soccer Arena, Inc.

By: _____
Suk Ho Choi