

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: August 17, 2020

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to Executive Session: C.T.O.: Adjourn:

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

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

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

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

ROLL CALL-EXEC. SESSION

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

Presentation by Johnston Communications

As advertised, hearing will be held on Ordinance No. 2387 entitled, “AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF THE BOROUGH OF RIDGEFIELD, SUBSECTION 21-8 COURT, MUNICIPAL-LOCATION, HOURS”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2388 entitled, “AN ORDINANCE AMENDING CHAPTER 322, RENT CONTROL, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2389 entitled, “AN ORDINANCE AMENDING CHAPTER 322, RENT CONTROL, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

All items listed are considered to be routine and non-controversial by the Borough Council and will be approved by one motion. There will be no separate discussion on these items unless a Council member(s) so request it, in which case the item(s) will be removed from the Consent Agenda and considered in its normal sequence on the agenda. The one motion signifies the adoption of all resolutions and approval of applications and minutes.

181-2020	CouncilmanCastelli	Amendment to By-Laws
182-2020	Councilman Castelli	Settlement Agreement with Biazzo Diary
183-2020	Councilman Castelli	Appoint School Crossing Guards
184-2020	Councilman Castelli	Hire Class III Special – Gaito
185-2020	Councilman Castelli	Shared Service Agreement with Board of Education
186-2020	Councilman Castelli	Hire Full Time DPW Parks Dept. Employee-Castro
187-2020	Councilman Castelli	Hire Part Time Recycling Center Attendant-Hegarty
188-2020	Councilman Jimenez	Tax Lien Redemption #18-004
189-2020	Councilman Castelli	Appoint Redeveloper/Construction Manager-At-Risk for the New Borough Hall/Police Station Project
190-2020	Councilman Castelli	Shared Service Agreement with Borough of Paramus

191-2020 Councilman Castelli Authorize Mayor to Sign TWA-1 Application

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

RESOLUTIONS:

192-2020 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCIL:

COMMENTS BY ADMINISTRATOR:

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 17, 2020

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

ORDINANCE NO. 2387

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

“AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF THE BOROUGH OF RIDGEFIELD, SUBSECTION 21-8 COURT, MUNICIPAL-LOCATION, HOURS”

introduced on the 27th day of July, 2020, 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				
Penabad				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 27, 2020

Presented by Councilman Castelli

ORDINANCE NO. 2387

“AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF THE BOROUGH OF
RIDGEFIELD, SUBSECTION 21-8 COURT, MUNICIPAL-LOCATION, HOURS”

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

Section I. Chapter 21 of the Code of the Borough of Ridgefield shall be as follows:

§21-8: Location; hours.

The Municipal Court shall be held in the Borough Hall. The Municipal Magistrate shall sit from 3:30 p.m. until the calendar is completed on the first and third Tuesday of each month and at such other times as the business of the Court may require, subject to the rules applicable to Municipal Courts.

Section II: In all other regards, the provisions of Chapter 21 of the Code of the Borough of Ridgefield shall remain in full force and effect.

Section III: This Ordinance shall take effect immediately upon passage and publication as prescribed by law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilwoman Larkin

ORDINANCE NO. 2388

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

“AN ORDINANCE AMENDING CHAPTER 322, RENT CONTROL, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 27th day of July, 2020, 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				
Penabad				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 27, 2020

Presented by Councilwoman Larkin

ORDINANCE NO. 2388

“AN ORDINANCE AMENDING CHAPTER 322, RENT CONTROL, OF THE CODE OF
THE BOROUGH OF RIDGEFIELD”

WHEREAS, the COVID-19 pandemic has caused upheaval in the job market, and caused loss of job and income to many individuals; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield finds that residential tenants in particular have been especially hard hit by economic losses, including loss of employment; and

WHEREAS, the Mayor and Council believes that the current economic emergent circumstances on account of the COVID-19 pandemic call for a form of extraordinary relief for tenants; and

WHEREAS, the law of the State of New Jersey allows municipalities to impose reasonable regulation of rents for residential apartments;

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

Section I:

Section 322-6, entitled “Regulation of Rental Increases”, of Chapter 322, Rent Control, of the Code of the Borough of Ridgefield be, and hereby is, amended by adding to the existing subsection a new subsection K as follows:

K. Suspension of Rental Increases on Account of the COVID-19 Pandemic.

Effective on the date of adoption of this ordinance, and continuing for a period of two months following the conclusion of the Governor’s declaration of emergency, no landlord may impose or collect an increase in rent for rental properties whose rents are subject to the regulation of Chapter 322 of the Code of the Borough of Ridgefield. The imposition and/or collection of any such otherwise permissible rent increases shall be postponed until the expiration of this emergency provision, which may be extended by further ordinance of the Mayor and Council. This provision shall include all forms of rent increase, including increases to base rent,

tax surcharge and capital improvement, but shall not include hardship increases which a landlord may still pursue via the provisions of this Chapter.

Section II.

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

Section III:

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

Section IV.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilwoman Larkin

ORDINANCE NO. 2389

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

“AN ORDINANCE AMENDING CHAPTER 322, RENT CONTROL, OF THE CODE OF
THE BOROUGH OF RIDGEFIELD”

introduced on the 17th day of August, 2020, 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 14th day of September, 2020 at 7:00 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				
Penabad				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilwoman Larkin

ORDINANCE NO. 2389

“AN ORDINANCE AMENDING CHAPTER 322, RENT CONTROL, OF THE CODE OF
THE BOROUGH OF RIDGEFIELD”

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to adopt the changes to Chapter 322 of the Code of the Borough of Ridgefield entitled “Rent Control”;

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

Section I. Chapter 332 of the Code of the Borough of Ridgefield be and hereby is amended as follows:

A. Section 322-1, Definitions, be and hereby is amended by modifying the following definition as follows:

Dwelling: Any building, structure, trailer or land used as a trailer park rented or offered for rent for residential purposes, excluding owner occupied one and two family dwellings.

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 181-2020

WHEREAS, the Mayor and Council of the Borough of Ridgefield had adopted certain standing By-Laws of the Mayor and Council of the Borough of Ridgefield (Revised August 26, 2002 – Resolution No. 258-2002); and

WHEREAS, those By-Laws may be amended by resolution of the Mayor and Council;
and

WHEREAS, the Mayor and Council wishes to so revise those By-Laws;

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

1. Section 9 of Article IV, entitled Meetings, be and hereby is amended by deleting the language in that Section that reads as follows:

Regular meetings of the Mayor and Council shall be called to order at 7:30 p.m. or as soon thereafter as practicable.

The above language shall be replaced with the following:

Regular meetings of the Mayor and Council shall begin at such time as the Mayor and Council may, from time to time, establish, and publish as otherwise required by law.

2. In all other respects, the By-Laws of the Mayor and Council of the Borough of Ridgefield are ratified and affirmed.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 182-2020

WHEREAS, the Borough of Ridgefield has experienced disputes with a local business, Biazzo Dairy Products (hereinafter "Biazzo"), in connection with what are known as Tier II sewer charges; and

WHEREAS, the Borough has engaged in negotiations with Biazzo concerning that dispute; and

WHEREAS, the parties have reached a resolution by which they will settle all outstanding issues related to Tier II sewer charges;

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

1. The Settlement Agreement between the Borough of Ridgefield and Biazzo Dairy Products, in a form as attached hereto, be and hereby is approved.
2. The Mayor and the Borough Clerk be, and they hereby are, authorized and directed to execute same on behalf of the Borough.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

SETTLEMENT AGREEMENT

This is a Settlement Agreement by and between Biazzo Dairy Products, maintaining a principal place of business address at 1145 Edgewater Avenue, Ridgefield, New Jersey (hereinafter "Biazzo"), and the Borough of Ridgefield, maintaining a principal place of business at 604 Broad Avenue, Ridgefield, New Jersey (hereinafter "Ridgefield") in regard to certain outstanding issues related to Tier II sewer charges.

RECITALS

WHEREAS, Ridgefield is a municipality in the County of Bergen, whose waste water is treated by the Bergen County Utilities Authority (hereinafter "BCUA"); and

WHEREAS, the BCUA annually issues bills to Ridgefield and other municipalities on account of the treatment of its waste water; and

WHEREAS, Biazzo is a dairy business located by and within the Borough of Ridgefield at 1145 Edgewater Avenue, Ridgefield, New Jersey (the "Property"); and

WHEREAS, the Property is owned by 1145 Realty Associates, LLC, a New Jersey limited liability company having its principal place of business at 1145 Edgewater Avenue, Ridgefield, New Jersey (the "Property Owner"); and

WHEREAS, Biazzo discharges its waste into the Borough's sewer system, which is then in turn treated by the BCUA; and

WHEREAS, Biazzo is classified as a Tier II sewer user under applicable statutes and regulations; and

WHEREAS, Ridgefield is permitted under the Tier II sewer regulations to collect from Biazzo the flow and loading charges that Biazzo contributes to Ridgefield's waste water bill from the BCUA; and

WHEREAS, certain disputes have arisen by and between Biazzo and Ridgefield as to Tier II User Charges levied against Biazzo by Ridgefield for past years through and including the year ended December 31, 2018 (the "Disputed Charges"); and

WHEREAS, the parties, through their counsel and professionals, have discussed the within matter; and

WHEREAS, the parties now wish to resolve all outstanding issues by and between them in accordance with the terms and conditions set forth therein;

NOW, THEREFORE, BE IT RESOLVED by and between Biazzo and Ridgefield, in exchange for the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, as follows:

1. Payment: In resolution of all of the Disputed Charges, Biazzo hereby agrees to pay and Ridgefield agrees to accept the payment of the sum of \$131,684 (the "Settlement Amount") as and for unpaid Tier II charges for calendar year 2018.

2. Payment Schedule: Biazzo will pay the Settlement Amount by making monthly payments, beginning August 19, 2020, and continuing on the fifteenth day of each month thereafter, in a minimum amount of \$10,973.67, with the final payment being that amount necessary to pay the balance of the Settlement Amount and any interest accrued thereunder. There shall be no penalty associated with any prepayment of the Settlement Amount due hereunder.

To the extent the full Settlement Amount is not paid in full by February 28, 2021, the unpaid balance will begin to accrue interest at the rate of 6% per annum. Biazzo will continue to be obligated to make monthly payments in the minimum amount specified above until the full balance, including any interest, is paid in full.

3. **Default:** In the event any payment is not received by Ridgefield within five days of its due date, Ridgefield may give Biazzo a notice of intent to declare default under the terms and provisions of this agreement. Following receipt of the notice, Biazzo will have a period of five days to cure the default. If the default is not cured within the five day cure period, then a default under this Agreement shall occur. Upon the occurrence of default:

a. The entire remaining unpaid principal balance shall be immediately due and payable, and shall immediately begin to accrue interest at the rate of six percent per annum;

b. Any such unpaid balance may be recorded by Ridgefield as a lien against the Biazzo real property. For purposes of perfecting any such lien, the Property Owner hereby consents to the imposition of such lien and has executed this Settlement Agreement as proof of such consent; and

c. Ridgefield shall have such other and further remedies as it may otherwise be legally entitled to, including pursuing charges from Biazzo for years prior to 2018, the parties specifically agreeing that in the event of default, any defenses related to lapse of time, including statutes of limitation, laches, etc. that may result as of the date of the parties entering into this Settlement Agreement until a default hereunder are waived. Notwithstanding the foregoing, if Ridgefield should pursue any such action, Biazzo shall have the right to any defense, counterclaim, setoff, or other remedy that it otherwise would have had at the time of the execution of this Settlement Agreement.

The parties specifically agree that in connection with the provisions of this paragraph, time is specifically made of the essence.

4. **Stipulation:** Ridgefield stipulates and agrees that to the best of its knowledge, information and belief, for the period November 1, 2016 to October 31, 2017, Ridgefield employed engineer Carl Jenne to monitor the flows and loading discharged by Biazzo, and that to the best of Ridgefield's knowledge, information and belief, the flows recorded by Jenne for said period are reflected on the Amended Tier II User Charge Questionnaire submitted by Biazzo to the BCUA, dated September 18, 2018 and were and are accurate and complete.

5. **Cooperation:** Ridgefield understands that Biazzo will attempt to have the BCUA agree that the flow numbers recorded by Jenne, and reported by Biazzo on the Amended Tier II User Charge Questionnaire submitted by Biazzo to the BCUA, dated September 18, 2018 are accurate and attempt to obtain a credit from the BCUA in Ridgefield's favor on account of this adjustment. Ridgefield agrees that it will reasonably cooperate with those efforts, including but not limited to, having its Chief Administrative Officer provide a sworn statement consistent with the representations in paragraph 4 above.

6. **Credit to Ridgefield and Biazzo:** The parties agree that if the BCUA issues Ridgefield a credit on account of the reduced flow numbers as set forth above, Ridgefield will pass this credit on to Biazzo as a credit against Tier II bills in the year in which the credit is received.

In the event the BCUA does not agree to extend a credit, the parties will not seek anything further from each other.

7. **Releases:** As part of this agreement, the parties hereby mutually remise and release any and all claims either may have against the other, including specifically but without limitation, Ridgefield's claims that Biazzo underpaid its Tier II sewer charge to Ridgefield in any prior years. The release of claims shall not apply to Biazzo's duty to make current Tier II payments or payment of current real estate taxes.

8. Notices:

All notices or other correspondence required or permitted to be given in connection with this Agreement shall be in writing by regular mail and email and shall be deemed effective on the day sent to the parties at the following addresses:

To Biazzo: Biazzo Dairy Products
1145 Edgewater Avenue
Ridgefield, New Jersey 07657
Attention: Joseph Iapichino, Vice President
Email: joei@biazzo.com

With a copy to: Robert C. Hess, Esq.
840 Van Houten Avenue
Clifton, New Jersey 07013
Email: rchlaw@optonline.net

To the Municipality: Borough of Ridgefield
604 Broad Avenue
Ridgefield, New Jersey 07657
Attention: Linda Silvestri, Municipal Clerk
Email: lsilvestri@ridgefieldborough.com

With a copy to: Stephen F. Pellino, Esq.
Basile Birchwale & Pellino, LLP
865 Broad Avenue
Ridgefield, New Jersey 07657
Email: spellino@bbplawyers.com

9. Signatures in Counterparts: The parties agree that this Agreement may be executed separately by each party. The Agreement shall be effective and considered fully executed when the attorneys for each of the parties have a full set of counterpart signatures. For purposes of this Agreement, the exchange of executed copies of this Agreement by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the parties for all purposes.

10. Entire Agreement: This writing contains the entire agreement by and between the parties. As such, it may only be modified by a similar document in writing signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

BIAZZO DAIRY PRODUCTS

Anna Ispikina

By: _____

WITNESS:

Joseph Lopez

DATE:

7/31/2020

As to the Consent to the filing of a municipal lien on the Property pursuant to Section 3.b. only:

1145 REALTY ASSOCIATES, LLC

Anna Ispikina

By: _____

WITNESS:

Joseph Lopez

DATE:

7/31/2020

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 183-2020

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

Gus Arrocho-\$13.15	Mary Ann Gentile-\$15.90
Markrit Bekarogullari -\$15.40	Dawn Giantonio-\$14.15
Domenica Blum-\$15.90	Carol Kelm-\$15.15
Reinaldo Bozan-\$15.90	Madeline Kulhan-\$15.90
Antonio Cancian-\$13.15	Benny Lio-\$15.15
Maritza Cedeno-\$14.90	David Martin-\$13.15
John Consoli-\$13.15	Marie Novermbre-\$17.50
Joanne Dobrzynski-\$13.90	Joan Oliver-\$13.15
Ivan Donadic-\$13.15	Gary Sargent-\$14.40
Camille Frusciante-\$14.25	Philomena Trues-\$15.90
Silca Gaudiosi-\$14.90	Bernadette Weir-\$14.90

be hired as School Crossing Guards for the 2020/2021 School Year at the hourly rates listed above.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 184-2020

WHEREAS, *N.J.S.A.* 40A:14-146.14 permits municipalities to appoint special law enforcement officers; and

WHEREAS, New Jersey statutes permit the hiring of a Class Three Special Law Enforcement Officer under certain conditions and

WHEREAS, Section 75-19 of the Code of the Borough of Ridgefield permits the Mayor and Council of the Borough of Ridgefield to appoint, from time to time, special police officers in accordance with New Jersey statutes for terms not exceeding one year; and

WHEREAS, on account of COVID-19, the parties recognize that Ridgefield schools may not have live sessions for all or part of the school year, and also may have reduced sessions as well; and

WHEREAS, Richard Gaito, a former police officer retired from service with the Cliffside Park Police Department, meets the criteria of a Class Three Special Law Enforcement Officer, subject to completion of certain training as specified by *N.J.S.A.* 40A:14-146.10(g); and

WHEREAS, the Borough anticipates entering into an interlocal services agreement with the Ridgefield Board of Education for the employment of Officer Gaito as a security officer in the Ridgefield schools;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Richard Gaito be, and he hereby is, appointed as a Class Three Special Law Enforcement Officer in the Borough of Ridgefield for a term of one year, commencing on July 1, 2020 and ending June 30, 2021, and to be assigned to the Ridgefield schools pursuant to an Interlocal Services Agreement with the Ridgefield Board of Education, and to be compensated at the rate of \$30 per hour, with no benefits, for actual hours worked in the Ridgefield schools and/or in training, subject to Officer Gaito qualifying according to New Jersey statutes, to serve in a part-time capacity as more completely determined by the Mayor and Council from time to time. There are no guaranteed hours for this appointment, which is conditioned upon the Borough and the Board of Education executing and adopting an appropriate Shared Services Agreement for the placement of the Class Three Special Law Enforcement Officer in the Ridgefield schools.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 185-2020

WHEREAS, the Ridgefield Board of Education has a need for the services of a Class Three Special Law Enforcement Officer to work in the school district; and

WHEREAS, Class Three Special Law Enforcement Officers must be qualified and employed by the local police department; and

WHEREAS, the parties have negotiated the terms and provisions of a certain Interlocal Services Agreement by which the Borough would hire and employ a Class Three Special Law Enforcement Officer; and

WHEREAS, the Class Three Special Law Enforcement Officer would be deployed in the Ridgefield School District, and the costs of same would be allocated by and between the parties as set forth in the attached agreement; and

WHEREAS, such an agreement would be in the best interests of both the Borough of Ridgefield and the Board of Education;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and the Borough Clerk be, and they hereby are, authorized and directed to enter into an Interlocal Services Agreement with the Ridgefield Board of Education in the form as attached hereto, and further that a copy of the agreement be forwarded to the Division of Local Government Services in the Department of Community Affairs for informational purposes once it has been fully executed by both parties.

BE IT FURTHER RESOLVED that the approval of this Interlocal Services Agreement is contingent upon its acceptance and execution by the Ridgefield Board of Education within thirty (30) days of the date of adoption of this Resolution.

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a copy of this Resolution once adopted, to the Secretary of the Ridgefield Board of Education.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (“Agreement”) date this _____ day of _____ 2020 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 September 1, 2020 and ending June 30, 2021.
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. If a SLEO-III is not available, then the Borough may provide the services of a properly-trained and certified, part-time School Resource Officer whose hours shall not exceed 29 per week, and who shall not be eligible for or entitled to health benefits by the Board of Education. Any School Resource Officer provided by the Borough shall provide services in accordance with this Agreement and shall be compensated in accordance with Paragraph 8. 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 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 2020-2021 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 ten (10) months, commencing on September 1, 2020 and ending June 30, 2021, 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, 2021.

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, its 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 properly addressed as follows:

If to the Borough of Ridgefield:

Township 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

RIDGEFIELD POLICE DEPARTMENT DEPARTMENTAL DIRECTIVE		Date Issued: June 20, 2018	Date Effective: June 20, 2018
		Distribution: Sworn Personnel	
Directive: General Order		Directive #:	Status: New
Subject: Special Law Enforcement Officers Class III		Accreditation Standards:	
Issued by: Chief Thomas J. Gallagher	Supersedes Order #:	Review Date:	
Revision Dates:			

PURPOSE The purpose of this directive is to establish a Special Law Enforcement Officer III (SLEO III) program to enhance the services provided to the public by the Ridgefield Police Department

POLICY It is the policy of the Ridgefield Police Department to maintain a special law enforcement officer program to supplement and not supplant the regular police department.

It is further the policy of the Ridgefield Police Department to adhere to the requirements of N.J.S.A. 40A: 14-146.8, et seq., and Borough of Ridgefield.

PROCEDURE

I. GENERAL

- A. Borough of Ridgefield ordinance (75-19) et seq. authorizes special law enforcement officers Class III.
- B. SLEO Class III (SLEO III) are authorized to exercise full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at a public or nonpublic school on the school premise during hours when the public or nonpublic school is normally in session or when it is occupied by public or nonpublic school students or its teachers.
 1. SLEO III personnel are authorized to carry a handgun and must qualify and demonstrate proficiency with the handgun and any other authorized firearms with the same frequency as a regular police officer, but must first comply with the requirements of N.J.S.A. 2C: 39-6 authorizing a retired law enforcement officer to carry a handgun.
 2. SLEO III personnel are authorized to use batons, OC, handcuffs and other restraining devices consistent with this department's general orders and only after demonstrating proficiency in the use of these devices with the same frequency as regular police officers.
 3. SLEO III personnel are not eligible for health care benefits or enrollment in any state-administered retirement system.

4. Specific SLEO III duties are contained within section VII of this directive.

C. Qualifications for SLEO III Officers:

1. Must be less than 65 years of age for appointment or renewed appointment.
2. Will be hired part-time capacity with no pension or health benefits.
3. Must be a resident of the State of NJ during the term of appointment.
4. Must possess a valid NJ driver's license.
5. Must be able to read, write and speak the English language well and intelligently and have a high school diploma or equivalent.
6. Must be sound in body and of good health and be able to perform all the duties assigned as prescribed in NJ Police Training Commission guidelines.
7. Must be of good moral character and shall not have been convicted of any crime or offense involving moral turpitude.
8. Must not have been convicted of any offense involving dishonesty or which would make him unfit to perform the duties of the office.
9. Must be a retired police officer who has previously served as a duly qualified, fully-trained, full-time police officer in any municipality or county of this State, or as a member of the New Jersey State Police, and must be living in the State of New Jersey.
10. Must be retired from that agency in good standing (necessary to have a letter of good standing issued by the agency from which the officer retired, listing the date and type of retirement. A copy will be submitted to the PTC).
11. Must successfully undergo the same psychological testing that is required on all sworn officers of the RPD.
12. Must pass a medical examination and have a doctor complete and sign Medical Certification Form (PTC 8A)
13. Must submit to and pass a Drug Test pursuant to Attorney General's Law Enforcement Drug Testing Policy.
14. Must successfully complete an updated background investigation conducted by the Ridgefield Police under the direction of the Chief of Police.
15. Must be fingerprinted and fingerprints sent to the NJSP & FBI.
16. Beginning July 1, 2018, a new SLEO III's break in service may not exceed three (3) years.
17. No person shall be appointed to serve as a Special Law Enforcement Officer III in more than one local unit at the same time.
18. Possess a New Jersey Police Training Commission Basic Police Officer

Certification or NJSP Academy certificate.

19. Must complete SRO Training approved by the Chief of Police within twelve (12) months of being appointed.

20. Must be physically capable of performing the functions of the position.

- D. SLEO III personnel may only be appointed to assist regular police officers and may not be employed, used, or deployed to replace or substitute for regular police officers of this department, or in any way diminish the number of full time officers employed.
- E. SLEO III personnel in good faith carrying out, and complying with, or attempting to comply with rules and regulations made and promulgated or performing any authorized service shall have and possess all the rights, privileges and immunities conferred upon regular officers by the laws of this state.
- F. SLEO III personnel are covered by state and federal statutes for compensation insurance in case of death or personal injury only when on duty.
- G. SLEO III personnel are provided with public liability protection equal to that provided to regular police officers.
- H. SLEO III personnel shall be included in the agency's organizational chart and are subordinate to the division, bureau, or unit commander assigned.

II. SELECTION PROCESS

- A. Review of applicants / resumes by Command Staff & applicants selected for interviews by Command Staff with final approval of Chief of Police.
- B. All applicants selected by the Chief of Police for SLEO III positions shall be fingerprinted and subject to a background investigation, including, but not limited to:
 - 1. Verification of qualifying credentials;
 - 2. A review of any criminal and/or traffic record; and
 - 3. Verification of at least three personal references.
 - 4. A check of the NJ Domestic Violence Registry;
 - 5. A check of the NJSP Central Drug Registry.
- C. Applicants being considered for appointment and, following a conditional offer of appointment, shall undergo a psychological evaluation resulting in a recommendation for hire, negative results on drug testing, and will be required to undergo a medical examination at Occupational Health Services at HNMU or HUMC as determined by the Chief of Police.
- C. Applicants for SLEO III upon successfully completing conditions of the Conditional Offer of Employment will receive a Final Offer of Employment from the Director of Public Safety after receiving a recommendation from the Chief of Police.

III. TRAINING

- A. All SLEO III personnel must have completed a PTC approved Basic Training Course before commencing duties.
- B. The PTC may waive basic training consistent with 1C above.
- C. SLEO III must retain any certifications required by their positions
- D. SLEO III personnel are required to attend other mandatory training made necessary by their assignment or duties. Those training topics statutory required of regular police officers shall be provided. These topics include, but are not limited to:
 - 1. Use of force refresher (with the same frequency as regular officers);
 - 2. Weapons qualification and proficiency (with the same frequency as regular officers)
 - 3. Active Shooter
 - 4. Less lethal weapons proficiency if applicable
 - 5. OC Training
 - 6. Right to know
 - 7. Ethics training
 - 8. Bias
 - 9. Domestic Violence
 - 10. Mental Health
 - 11. Hazardous Material
 - 12. Unlawful harassment in the workplace;
 - 13. Bloodborne pathogens;
 - 14. CPR/AED/Narcan Use
 - 15. Other topics mandated by the Chief of Police

IV. APPOINTMENT, TERMS, REGULATIONS, AND DUTIES

- A. The Director of Public Safety shall make appointments upon recommendation by the Chief of Police. The term of appointment shall not exceed one year.
- B. Reappointment of SLEO III personnel is not guaranteed at the expiration of the

current term.

- C. SLEO III personnel shall not perform any duties other than authorized by the Chief of Police or his/her designee.
- D. SLEO III personnel shall not leave any assigned detail/assignment without notification to and permission from their RPD Supervisor.
- E. SLEO personnel are not permitted to initiate or engage in any vehicular pursuit or forcible stopping incident.
- F. While on duty, SLEO III personnel can respond to offenses or emergencies off school grounds if they occur in the officer's presence while traveling to or back from a school facility, but an officer shall not otherwise be dispatched or dedicated to any assignment off school property.
- G. Regular police officers shall not abdicate their authority and responsibilities to a SLEO III. When a regular police officer is present, the regular officer is responsible for any decisions made and/or actions taken.
- H. SLEO III personnel are subject to all rules, regulations, general orders, procedures, and directives, and memos of this department.
- I. Failure to carry out or disobeying any rule, regulation, order, general order, directive, memo, etc. shall be cause for disciplinary action.

V. UNIFORMS AND EQUIPMENT

- A. SLEO III personnel shall report for duty in the uniform of the day for SLEO III as directed by the Chief of Police.
- B. SLEO III personnel shall wear Department issued body armor at ALL times when working.
- C. SLEO III shall be responsible for the care and maintenance of Department equipment including firearm, body armor and uniforms.
- D. The SLEO III shall prominently display a patch that clearly indicated the Officer's status as a SLEO III.
- E. SLEO III shall immediately notify their direct RPD Supervisor for all losses and damage to Department issued equipment and uniforms.

VI. WEAPONS CONTROL

- A. SLEO III personnel are only permitted to carry their department-issued equipment (e.g., handguns (SLEO III), less lethal weapons, handcuffs, etc.) when on duty.
- B. SLEO III personnel are not permitted to take and carry the department-issued

handgun while off duty, but can possess and carry their own off duty handgun if authorized as a retired law enforcement officers under N.J.S.A. 2C: 39-6.

- C. SLEO III personnel have no police powers while off duty and the statutory exemptions for weapons possession only applies while they are on duty.
 - 1. SLEO III personnel shall report to headquarters prior to any assignment to obtain possession of their handguns and shall return their handguns immediately following completion of their assignment.
 - 2. SLEO III personnel shall sign on and off duty as prescribed by the Chief of Police.
 - 3. SLEO III personnel shall load and unload the handgun while pointing it at the clearing station. Only one SLEO III at a time will be allowed to load/unload their assigned weapon
 - 4. At no time will a SLEO III leave any of their weapon(s) unsecured.

VII. SLEO III DUTIES IN A SCHOOL

- A. SLEO III personnel are employees of this department and are subordinate to the Chief of Police and his/her designees. SLEO III personnel are NOT school employees and not subject to the school's chain of command.
 - 1. SLEO III personnel should not refuse any reasonable request by a school official if the duty is consistent with this general order, this department's general orders, rules and regulations.
 - 2. SLEO III personnel shall contact the tour commander for guidance if a request appears to be in conflict with this general order.
- B. SLEO III personnel are responsible for security in their assigned school. SLEO III personnel shall work in cooperation with school officials and with the school's administration.
- C. SLEO III personnel shall provide security at school activities and functions including, but not limited to:
 - 1. School opening;
 - 2. Student assembly;
 - 3. Lunch;
 - 4. Recess (where applicable);
 - 5. School dismissal;
- D. SLEO III personnel may be reassigned to different schools and different hours depending on the school, its specific security needs, and the specific school's extra-curricular activity schedule.
- E. Responsible to immediately report any security issues and/or concerns to the

principal of the building and their RPD Supervisor.

IX. DOCUMENTATION

- A. SLEO III personnel shall complete all reports and forms required by their assignment by the end of their assigned shift, unless otherwise excused by their supervisor.
- B. SLEO III personnel shall be issued an ID number, which shall be used on all documentation.

X. SUPPLEMENTAL

- A. SLEO personnel shall not be permitted to work in excess of statutory limits.
- B. SLEO III personnel shall receive performance evaluations annually or as directed by the Chief of Police and shall be conducted by the SLEO III's RPD Supervisor and the building principal in which the SLEO III is assigned.
- C. SLEO III personnel are subject to drug testing as per AG Directive 2018-2.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 186-2020

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

ALBERTO CASTRO

be hired as a full time DPW Parks Department employee at the annual salary of \$30,000 effective August 10, 2020.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 187-2020

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

RICHARD HEGARTY

be hired as a part time Recycling Center Attendant at the hourly rate of \$11.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 188-2020

WHEREAS, Lauren Fioravanti has deposited a check in the amount of \$35,696.50 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 18-004, Block 1503 Lot 15, further known as 648 Abbott Avenue, sold to CLEMENTE ENTERPRISES, LLC; and

WHEREAS \$32,600.00 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 \$35,696.50 from the Suspense Account and a check for \$32,600.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$35,696.50 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$32,600.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to CLEMENTE ENTERPRISES, LLC and be mailed to P.O. Box 141, Wyckoff, New Jersey 07481.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 189-2020

WHEREAS, on May 16, 2018, the Mayor and Council of the Borough of Ridgefield adopted Resolution No. 181-2018 authorizing and directing the Planning Board of the Borough of Ridgefield to conduct a preliminary investigation to determine whether the Borough-owned property at Shaler Boulevard and Slocum Avenue met the criteria set forth in the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et. seq.* (the “Local Redevelopment Law”), so as to be declared as an area in need of redevelopment; and

WHEREAS, the Planning Board conducted a public hearing on April 9, 2019 after proper notice; and

WHEREAS, at the conclusion of the hearing on April 9, 2019, the Planning Board did, by resolution, recommend to the Mayor and Council that said property be designated as an area in need of redevelopment; and

WHEREAS, by Resolution No. 160-2019, the Mayor and Council of the Borough of Ridgefield did designate the subject property as an area in need of redevelopment and also authorized the preparation of a Redevelopment Plan for the subject property; and

WHEREAS, the Planning Board held a public hearing on a Redevelopment Plan dated June 2019 prepared by DMR Architects for the Borough Hall/Police Station Site, and by Resolution recommended that the Mayor and Council adopt the Redevelopment Plan; and

WHEREAS, on June 24, 2019 and July 8, 2019, the Mayor and Council held a first and second reading of Ordinance No. 2358, which adopted the Redevelopment Plan for the New Borough Hall/Police Station Site; and

WHEREAS, pursuant to the Local Redevelopment Law, the Mayor and Council is responsible for implementing the Redevelopment Plan and carrying out redevelopment projects; and

WHEREAS, following adoption of the Redevelopment Plan, the Municipality may proceed the development and redevelopment of the area designated in the plan; and

WHEREAS, pursuant to the Local Redevelopment Law, the Mayor and Council is authorized to make and enter into all contracts and agreements necessary or incidental to the performance of the duties authorized by the Redevelopment Plan; and

WHEREAS, in accordance with the statutory authority, the Mayor and Council did cause a written Solicitation dated June 15, 2020 to be sent to five entities, which were recommended by the Borough's Project Architect, DMR Architects; and

WHEREAS, the five entities were:

1. Torcon, Inc.
2. Gilbane Building Company
3. Joseph A. Natoli Construction Corporation
4. Epic Management, Inc.
5. Vanas Construction Co., Inc.

WHEREAS, although all of the entities indicated to DMR Architects an interest in participating in the solicitation process, prior to the mandatory pre-proposal submission meeting, Torcon, Inc. and Gilbane Building Company notified DMR that they intended not to participate, citing workload and other opportunities; and

WHEREAS, a preproposal meeting was held on June 22, 2020, attended by representatives of Epic Management, Inc., Vanas Construction Co., Inc. and Joseph A. Natoli Construction Corporation; and

WHEREAS, prior to the due date for responses, Natoli advised they would not be submitting a response; and

WHEREAS, the Solicitation identified a Review Committee being comprised of Mayor Anthony Suarez, Council President Russell Castelli, Borough Attorney Stephen Pellino, Business Administrator Ray Ramirez, and a DMR Representative; and

WHEREAS, subsequent to that, it was determined that DMR would not be on the Review Committee and would be replaced by Councilman Ray Penabad; and

WHEREAS, the Review Committee independently reviewed the responses of Epic Management, Inc. and Vanas Construction Co., Inc., which were submitted in accordance with the Solicitation requirements; and

WHEREAS, on August 5, 2020, the Review Committee conducted interviews with representatives of Epic Management, Inc. and Vanas Construction Co., Inc. which lasted approximately one hour each; and

WHEREAS, subsequent to the meeting, each member of the Review Committee valued and scored Epic Management, Inc. and Vanas Construction Co., Inc. pursuant to the criteria set forth in the Solicitation; and

WHEREAS, the scoring sheets of each member of the Review Committee were sent to the Borough Clerk for aggregation and totaling; and

WHEREAS, based on the extensive deliberative process identified above, the Review Committee did recommend to the governing body of the Borough of Ridgefield that they appoint Epic Management, Inc. as the Redeveloper/Construction Manager at Risk for the Redevelopment and Construction of the New Borough Hall/Police Station Site based on the process outlined above, a total score of 23.2 and a total score for Vanas Construction Co., Inc. of 21.1; and

WHEREAS, the Mayor and Council now wishes to follow the recommendation of the Review Committee;

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

1. Epic Management, Inc. be and hereby is appointed as Redeveloper/Construction Manager at Risk for the Redevelopment and Construction of the New Borough Hall/Police Station Project.
2. The Borough Attorney, together with DMR Architects, shall proceed to negotiate a form of contract, consistent with the Solicitation, between the Borough and Epic Management, Inc.
3. The Mayor and Borough Clerk be and hereby are authorized and directed to execute same on behalf of the Borough.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

Basile Birchwale and Pellino, LLP

Counselors At Law

865 BROAD AVENUE
P.O. BOX 434
RIDGEFIELD, NEW JERSEY 07657

PAUL L. BASILE (1915-1997)
ALBERT H. BIRCHWALE
STEPHEN F. PELLINO
ANTHONY P. CIALONE*

FLORENCE D. NOLAN**
OF COUNSEL

*MEMBER OF N.J. AND D.C. BARS

**MEMBER OF N.J. AND N.Y. BARS

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FAX. (201) 945-8934
E-MAIL: law@bbplawyers.com

August 12, 2020

Honorable Mayor and Council
Borough of Ridgefield
604 Broad Avenue
Ridgefield, New Jersey

**Re: Recommendation by Selection Committee to Mayor and Council
Redeveloper / Construction Manager-at-Risk - New Borough Hall
and Police Station at Shaler Boulevard**

Dear Honorable Mayor and Council:

The purpose of this correspondence is to provide a recommendation to the full governing body by the Selection Committee, for the retention of a Redeveloper/Construction Manager-at-Risk for the New Borough Hall Police Station Project to be located on Shaler Boulevard.

Background

On May 16, 2018, the Council of the Borough of Ridgefield ("Council") adopted Resolution No. 181-2018 authorizing and directing the Planning Board of the Borough ("Board") to conduct a preliminary investigation to determine whether the Borough owned property at Shaler Boulevard and Slocum Avenue, met the criteria set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Redevelopment Law"), so as to be declared as an area-in-need-of redevelopment.

A public hearing was conducted by the Board on April 9, 2019, with notice having been properly given pursuant to N.J.S.A. 40A:12A-6(b)(3), which included a legal notice being published in the Bergen Record newspaper March 23, 2019 and March 28, 2019, notice being provided to the Clerk of the Borough, and notice being provided by certified mail to the utility companies who registered with the Borough to receive such notice in connection with a development application under the Municipal Land Use Law.

On April 9, 2019, by Resolution, the Planning Board recommended to the Governing Body that the said Property be designated as an area-in-need-of redevelopment. By Resolution No. 160-

219, the Council agreed with the Resolution of the Board and designated the subject Property as an area-in-need-of-redevelopment. The Council also authorized the preparation of Redevelopment Plan for the Subject Property.

The Planning Board held a public hearing on a Redevelopment Plan dated June 2019, prepared by DMR Architects, for the New Borough Hall / Police Station Site and by Resolution, and recommended that the Council adopt the Redevelopment Plan.

On June 24, 2019 and July 8, 2019, the Council held a first and second reading of Ordinance No. 2358 concerning the adoption of the Redevelopment Plan for the New Borough Hall / Police Station Site.

Relevant Law

Pursuant to the Local Redevelopment Law;

- (i) The Borough is “responsible for implementing redevelopment plans and carrying out redevelopment projects pursuant to N.J.S.A. 40A:12A-8” and the “municipality may execute these responsibilities directly . . .”¹; and
- (ii) “Upon the adoption of a Redevelopment Plan . . . the municipality may proceed with the clearance, re-planning, development and redevelopment of the area designated in that Plan;”² and
- (iii) “[I]n order to carry out and effectuate the purposes of [the Redevelopment Law] and the terms of the Redevelopment Plan, the Borough may . . . clear any area owned and make site improvements essential to the preparation of the site for use in accordance with the Redevelopment Plan”³; and
- (iv) The Borough is authorized to “make and enter into all contracts and agreements necessary or incidental to the performance of the duties authorized in [the Redevelopment Law].

Selective Solicitation

In accordance with the statutory authority vested in the Borough pursuant to the Redevelopment Law, a written Solicitation, dated June 15, 2020, was sent to five entities as recommended by the Borough’s/the Project Architect, DMR Architects. The five entities were:

- (i) Torcon, Inc., Red Bank, N.J.;
- (ii) Epic Management, Inc. Piscataway, N.J.

¹ N.J.S.A. 40A:12A-4c

² N.J.S.A. 40A:12A-8

³ N.J.S.A. 40A:12A-8d

- (iii) Vanas Construction Co., Inc., Bogota, N.J.;
- (iv) Gilbane Building Company, Newark, N.J.; and
- (v) Joseph A. Natoli Construction Corporation, Pine Brook, N.J.

Prior to the Solicitation being sent to the identified entities, DMR Architects contacted a representative of each entity to discuss the solicitation process, the nature of the process post selection and the general nature of the project itself. Each of the entities endorsed the receipt of the solicitation and stated a desire to submit a proposal. Prior to the mandatory pre-proposal submission meeting, Torcon and Gilbane notified DMR Architects that they intended not to attend this meeting, citing workload and other project opportunities. A pre-proposal meeting was held on June 22, 2020 attended by representatives of Epic, Vanas, and Natoli. A few days prior to the due date of July 31, 2020 for the responses, Natoli advised that they would not be submitting a response. Accordingly, responses were submitted by Epic and Vanas to the Borough for review and consideration by the Selection Committee.

Review Committee

The Solicitation identified a Review Committee being comprised of: (i) Mayor Anthony Suarez; (ii) Council President Russell Castelli; (iii) Borough Attorney Stephen Pellino, Esq.; and (iv) Business Administrator Ray Ramirez. Councilman Ray Penabad was added to the Selection Committee to replace DMR representatives who were initially identified in the Solicitation as being part of the Review Committee.

The Review Committee independently reviewed the responses of Epic and Vanas, which were submitted in accordance with the Solicitation requirements. On August 5, 2020, the Review Committee conducted interviews with representatives of Epic and Vanas. Those interviews lasted approximately one hour for each company. Subsequent thereto, each member of the Review Committee valued and scored Epic and Vanas pursuant to the criteria set forth in the Solicitation. The scoring sheets of each Member of the Review Committee was sent to the Borough Clerk for aggregation and totaling.

Selection Criteria

As noted hereinabove, the Solicitation established the Criteria on which Respondents to the Solicitation for a Redeveloper/Construction Manager-at-Risk would be evaluated. This Criteria was as follows:

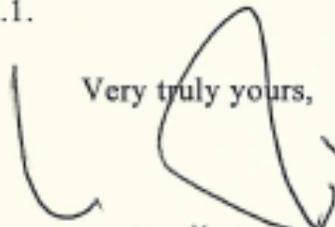
<u>Criteria</u>	<u>Weighted Percent</u>
1. Guaranteed Maximum Price, Fee, General Conditions, Design Contingency (<i>Best value to Borough</i>)	35 %

- | | |
|--|------|
| 2. Experience of the Firm and the Project Team (sub-contractors) on projects of similarly sized, Borough Hall and / or Police Station complexes. | 30 % |
| 3. Experience of the Firm with Construction Manager-at- Risk Approach | 5% |
| 4. Ability to meet / exceed construction schedule (consideration of COVID-19 issues) | 10% |
| 5. Interview | 10% |
| 6. Litigation, Claim History | 10% |

Review Committee Recommendation to the Governing Body of the Borough

Based on an extensive deliberative process identified above, I hereby advise the full Mayor and Council that the Review Committee is recommending that the Governing Body of the Borough hereby appoint Epic Construction as the Redeveloper/Construction Manager-at-Risk for the development and construction of the new Borough Hall/Police Station Project. Based on the process outlined hereinabove, the total score for Epic Construction is 23.2 and the total score for Vanas Construction is 21.1.

Very truly yours,



Stephen F. Pellino

SFP:cas

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 190-2020

WHEREAS, the Borough of Ridgefield has a need for mechanical services for the repair and maintenance of its fleet of vehicles; and

WHEREAS, the Borough of Paramus has offered, through a Shared Services Agreement, to provide such services to the Borough of Ridgefield; and

WHEREAS, the parties have negotiated the terms and provisions of a certain Shared Services Agreement by which the Borough of Paramus would provide mechanical and maintenance services for the Ridgefield fleet of vehicles; and

WHEREAS, such an agreement would be in the best interests of both the Borough of Ridgefield and the Borough of Paramus;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and the Borough Clerk be, and they hereby are, authorized and directed to enter into a Shared Services Agreement with the Borough of Paramus in the form as attached hereto, and further that a copy of the agreement be forwarded to the Division of Local Government Services in the Department of Community Affairs for informational purposes once it has been fully executed by both parties.

BE IT FURTHER RESOLVED that the approval of this Shared Services Agreement is contingent upon its acceptance and execution by the Borough of Paramus within thirty (30) days of the date of adoption of this Resolution.

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a copy of this Resolution once adopted, to the Borough of Paramus.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Castelli

RESOLUTION NO. 191-2020

WHEREAS, New Jersey Department of Environmental Protection requires a resolution from the municipality to authorize TWA-1 Treatment Works Approval Permit application; and

WHEREAS, the Borough Engineer recommends the signing of the TWA-1 application submitted by Stonefield Engineering, for premises known as 745 Bergen Boulevard, Block 703, Lot 1, in the Borough of Ridgefield.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield, State of New Jersey, that the Mayor is hereby authorized to sign the TWA-1 application for the above mentioned project.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

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

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 17, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 192-2020

BE IT RESOLVED, that warrants totaling **\$6,863,102.62**
be drawn on the following accounts:

CURRENT	\$3,614,805.94
TRUST	\$92,470.96
CAPITAL	\$3,125,490.29
POOL	\$30,335.43
TOTAL	\$6,863,102.62

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk