

BOROUGH OF RIDGEFIELD

A G E N D A

Regular and Executive Session Meeting of the Mayor and Council

Date: February 12, 2024

Open Public Meetings Statement by Mayor Jimenez

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Jimenez		
Kontolios		
Ryu		
Congalton-Hali		
Kim		
Ramundo		

77-2024 Mayor Jimenez Fill Council Vacancy Until General Election

Swearing in of Councilperson

Presentation of Certificates –Cliffside Park/Ridgefield Royal Raiders Pee Wees

As advertised, hearing will be held on Ordinance No. 2474 entitled, “AN ORDINANCE AMENDING CHAPTER 75, ARTICLE V, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2475 entitled, “AN ORDINANCE AMENDING SECTION 375-52 ENTITLED PARKING FOR MOBILITY HANDICAPPED PERSONS OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2476 entitled, “AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2478 entitled, “BOND ORDINANCE PROVIDING VARIOUS 2024 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,166,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,110,475 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2479 entitled, “AN ORDINANCE AMENDING SECTION 322-9 ENTITLED ‘CAPITAL IMPROVEMENTS’ OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2480 entitled, “AN ORDINANCE AMENDING SECTIONS 375-5 ENTITLED NO PARKING AREAS 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.

78-2024	Councilman Kontolios	Municipal Alliance Grant FY2025
79-2024	Councilman Kontolios	Qualified Vendors 2024
80-2024	Mayor Jimenez	Appoint Insurance Agent/Risk Manager
81-2024	Mayor Jimenez	Appoint Tax Appeal Attorney
82-2024	Councilman Kontolios	Professional Service Agreement-Affordable Housing Planner
83-2024	Councilman Kontolios	Professional Service Agreement-Appraiser
84-2024	Councilman Kontolios	Professional Service Agreement-Auditor
85-2024	Councilman Kontolios	Professional Service Agreement-Borough Attorney
86-2024	Councilman Kontolios	Professional Service Agreement-Borough Engineer
87-2024	Councilman Kontolios	Professional Service Agreement-Insurance Agent/Risk Manager
88-2024	Councilman Kontolios	Professional Service Agreement-Borough Planner
89-2024	Councilman Kontolios	Professional Service Agreement-Environmental Consultant
90-2024	Councilman Kontolios	Professional Service Agreement-Grant Writer
91-2024	Councilman Kontolios	Professional Service Agreement-Labor Attorney
92-2024	Councilman Kontolios	Professional Service Agreement-Rent Leveling Attorney
93-2024	Councilman Kontolios	Professional Service Agreement-Tax Appeal Attorney
94-2024	Councilman Kontolios	Professional Service Agreement-Tenant Advocate
95-2024	Councilman Kontolios	2023 Recycling Tonnage Grant
96-2024	Councilman Kontolios	2023 Recycling Tonnage Grant Tax Reimbursement
97-2024	Councilwoman Congalton-Hali	Appoint Anti-Bullying Committee Chairperson and Vice Chairperson

98-2024	Councilman Kontolios	DPW Chief Mechanic and Mechanic
99-2024	Mayor Jimenez	Appoint Public Defender and Alternate Public Defender
100-2024	Mayor Jimenez	Appoint Borough Prosecutor
101-2024	Councilman Kontolios	Authorize to Advertise RFQ for Borough Prosecutor

Fire Department Membership:

Keith Guthrie
 512 Hillside Street
 Company No. 3

Boot Drive Request:

Ridgefield Fire Department
 Sunday, April 28, 2024
 Company No. 1 - Broad Avenue/Ray Avenue/Route 5
 Company No. 2 – Bergen Boulevard and Oakdene Avenue
 Company No. 3 – Shaler Boulevard and Edgewater Avenue

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

RESOLUTIONS:

102-2024 Councilman Kontolios 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 February 12, 2024

Presented by Mayor Jimenez

RESOLUTION NO. 77-2024

WHEREAS, there is a vacancy on the Council due to the recent resignation of Councilman Craig Dorsett; and

WHEREAS, the Democratic Municipal Committee has selected the following three (3) nominees:

MOUHAMMAD SAID
BRANDY MARIAH
CATHERINE SUAREZ

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield select _____ to fill the unexpired term of Craig Dorsett until the 2024 General Election.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2474

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

“AN ORDINANCE AMENDING CHAPTER 75, ARTICLE V, OF THE CODE OF THE
BOROUGH OF RIDGEFIELD”

introduced on the 22nd day of January, 2024, 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
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 22, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2474

“AN ORDINANCE AMENDING CHAPTER 75, ARTICLE V, OF THE CODE OF THE
BOROUGH OF RIDGEFIELD”

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

Section I:

Article V, “Extraneous Employment of Off-Duty Police Personnel and Use of Police Vehicles”, forming a part of Chapter 75 of the Code of the Borough of Ridgefield, be and hereby is amended.

Section II.

Section 75-29, Charges, be and hereby is, amended by deleting the existing provisions of said section in its entirety and replacing with the following:

- A. The following hourly rate of pay shall apply to each off-duty police officer employed:

Regular Off Duty Construction Detail	\$90.00
State Funded Borough Construction	\$90.00
Non-State Funded Borough Construction	\$55.00
Residential/Charitable/School Rate	\$45.00

- B. All employers shall provide the Borough and the PBA with certificate of liability insurance and worker's compensation insurance in such amounts and according to such terms as are reasonably acceptable to the Borough.
- C. If police vehicles are required in connection with the employment of off-duty members of the Police Department, such vehicles will be billed at a charge of \$30.00 per hour for each vehicle used.

Section III.

In all other respects, the terms and provisions of Chapter 75 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section IV.

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

Section V:

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

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2475

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

“AN ORDINANCE AMENDING SECTION 375-52 ENTITLED PARKING FOR MOBILITY HANDICAPPED PERSONS OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 22nd day of January, 2024, 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
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 22, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2475

“AN ORDINANCE AMENDING SECTION 375-52 ENTITLED PARKING FOR MOBILITY
HANDICAPPED PERSONS OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I. Section 375-52 of the Code of the Borough of Ridgefield, entitled “Designated Areas” subpart B, be and hereby is amended by the following:

1. Removing a single handicapped parking spot adjacent to 1028 Elm Avenue beginning at a point 87 feet east from the southeast corner of the intersection of Grand Avenue and Elm Avenue and proceeding a distance of 22 feet.

Section II. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Ridgefield inconsistent with the provisions of this ordinance is hereby repealed as to said inconsistencies and conflicts.

Section III: If any section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

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

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Dorsett

ORDINANCE NO. 2476

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

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

introduced on the 22nd day of January, 2024, 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
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 22, 2024

Presented by Councilman Dorsett

ORDINANCE NO. 2476

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

Section I: 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 92 “Salaries and Compensation”, Section 92-1 “Salaries” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

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

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mayor		\$6,750
Councilpersons		\$4,500
Borough Clerk	\$45,000	\$115,000
Assistant to Borough Clerk (stipend)	\$5,000	\$7,500
Municipal Administrator	\$20,000	\$185,000
Chief Financial Officer/Treasurer	\$65,000	\$190,000
Assistant Treasurer	\$15,000	\$40,000
Purchasing Agent	\$10,000	\$25,000
Assessor of Taxes	\$10,000	\$30,000
Assistant to Tax Assessor (stipend)		\$1,500
Tax Searcher (stipend)		\$1,000
Collector of Taxes	\$10,000	\$30,000
Tax Department Technical Clerk	\$5,000	\$7,500
Human Resources/Payroll Officer	\$35,000	\$64,000
Systems Administrator	\$75,000	\$125,000

Board Secretaries:

Rent Leveling Commission (Stipend)	\$6,000	\$6,500
Planning Board	\$7,200	\$12,800
Construction Official, Building Subcode Official and Building Inspector	\$10,000	\$60,000
Building Subcode Official and Building Inspector	\$7,000	\$30,000
Electrical Subcode Official	\$7,000	\$15,000
Elevator Subcode Official	\$7,000	\$15,000
Fire Subcode Official	\$7,000	\$15,000
Plumbing Subcode Official	\$7,000	\$15,000
Building Technical Assistant	\$35,000	\$85,000
Zoning Officer	\$7,000	\$20,000
Housing Inspector(s)	\$5,000	\$15,000
Property Maintenance Official (Stipend)	\$5,000	\$15,000
Property Maintenance Inspectors (per hour)	\$23	\$30
Clerks, Secretaries, Administrative Assistants	\$35,000	\$65,000
Magistrate	\$15,000	\$35,000
Municipal Court Administrator	\$50,000	\$90,000
Deputy Municipal Court Administrator	\$35,000	\$60,000
Prosecutor	\$7,500	\$19,000
Patrol officers	\$44,278	\$151,185
Sergeants	\$143,589	\$155,426
Lieutenants	\$149,353	\$161,665
Captain	\$154,867	\$167,634
Detectives (stipend)		\$1,000
Deputy Chief of Police	\$125,000	\$189,000
Chief of Police	\$135,000	\$225,000
Emergency Management Coordinator	\$5,000	\$25,000
Fire (Prevention Bureau) Official	\$15,000	\$50,950
Fire Inspectors (per hour)	\$20	\$40
Superintendent of Public Works	\$40,000	\$130,000
Recycling Coordinator	\$3,000	\$15,000
Heavy Equipment Operator	\$35,000	\$115,000
Specialized Heavy Equipment Operator	\$35,000	\$95,000

Sweeper Operator, DPW	\$35,000	\$74,285
General Equipment Operator, DPW	\$35,000	\$81,035
Special Skills, DPW	\$35,000	\$115,000
Custodians, DPW	\$35,000	\$50,000
Foreman, DPW	\$33,000	\$85,000
Assistant Foreman, DPW	\$35,000	\$67,918
Shop Foreman, DPW	\$35,000	\$85,530
Mechanics, DPW	\$35,000	\$70,000
Chief Mechanic, DPW	\$35,000	\$85,958
Road Foreman	\$45,000	\$105,000
Collection System Official	\$4,500	\$8,000
Sanitation/Recycling Foreman	\$35,000	\$64,000
Sanitation Driver	\$35,000	\$80,000
Sanitation Lifter	\$35,000	\$66,631
Lifter serving as Driver for day	1/2 hour overtime per day	
Recycling Monitors (per hour)	\$14.25	\$20
Assistant Recreation Director	\$5,000	\$30,000
Recreation Director	\$50,000	\$135,000
Pool Director	\$5,000	\$16,500
Pool Manager	\$8,000	\$25,000
Assistant Pool Manager	\$8,000	\$12,000
Pool Maintenance Supervisor	\$5,000	\$10,000
Program Director	\$35,000	\$47,500
Youth Center Attendant (Per 3 Hour Shift)	\$45	\$65
Part-time help, all departments (per hour)	Minimum wage	\$35

Section II: In all other respects, the terms, conditions and provisions of Chapter 92 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

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

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

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2478

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

“BOND ORDINANCE PROVIDING VARIOUS 2024 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,166,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,110,475 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

introduced on the 12th day of February, 2024, 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 26th day of February, 2024 at 6:30 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard 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
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2478

“BOND ORDINANCE PROVIDING VARIOUS 2024 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,166,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,110,475 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of Ridgefield, in the County of Bergen, State of New Jersey (the “Borough”). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$1,166,000, which sum includes \$55,525 as the aggregate amount of down payments for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “Local Bond Law”). Said down payments are now available therefor by virtue of appropriations in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the part of said \$1,166,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,110,475 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$1,110,475 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, the following:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Fire Department</u> – Acquisition Of A Pumper Fire Truck; And	\$816,000	\$777,142	\$38,858	10 years
(ii) <u>Library</u> – Improvements To Public Library Building Including, But Not Limited To, Improvements To And/Or Replacement Of The Roof And Improvements To The Interior Ceilings.	\$350,000	\$333,333	\$16,667	20 years
TOTAL	<u>\$1,166,000</u>	<u>\$1,110,475</u>	<u>\$55,525</u>	

(b) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering, architectural and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Clerk of the Borough and available for public inspection and hereby approved.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said purposes is \$1,110,475.

(d) The estimated cost of said improvement or purpose is \$1,166,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor, being the amount of \$55,525, is the down payment for said improvement or purpose.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Bergen make a contribution or grant in aid to the Borough for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Bergen. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Bergen shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Borough as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local Bond Law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial

Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

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

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

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 13.0 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,110,475 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$233,200 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Borough, and the Borough shall be

obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

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

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

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

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilwoman Congalton-Hali

ORDINANCE NO. 2479

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

“AN ORDINANCE AMENDING SECTION 322-9 ENTITLED ‘CAPITAL IMPROVEMENTS’
OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 12th day of February, 2024, 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 26th day of February, 2024 at 6:30 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard 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
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilwoman Congalton-Hali

ORDINANCE NO. 2479

“AN ORDINANCE AMENDING SECTION 322-9 ENTITLED ‘CAPITAL IMPROVEMENTS’
OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

SECTION I: Amendments.

Section 322-9, entitled “Capital Improvements”, of the Code of the Borough of Ridgefield be and same is hereby amended by deleting the wording of the existing subsection B. in its entirety and replacing same with the following:

A "capital improvement" is defined as a service or improvement to property which provides an additional benefit to tenants not previously accorded them, and which changes their housing accommodations in a major way. A capital improvement is not a service or improvement that is required by law or by lease and is not a repair, or a replacement of substantially equal value.

Section 322-9, entitled “Capital Improvements”, of the Code of the Borough of Ridgefield be and same is hereby amended by deleting the wording of the existing subsection C. in its entirety and replacing same with the following:

A landlord seeking a capital improvement surcharge shall petition the Rent Leveling Board for permission to collect same. Such petition must be in the form of an application and filed no later than 12 months following the completion of the work for which the landlord seeks a capital improvement surcharge. Thereafter, the Rent Control Office shall review the application for completeness, and if the Office determines the application complete, the Rent Control Office shall stamp the application as “complete” and shall designate a hearing date for the Board’s consideration of the application. Once a hearing date is designated, the Rent Control Office will provide the landlord with a copy of the stamped completed application and a Notice of Completed Application and Hearing Date. The landlord shall then notify all tenants of the application and the scheduled hearing date by providing the tenants with the Notice of Completed Application and Hearing Date and a copy of the stamped completed application by certified and regular mail at least thirty (30) days prior to the scheduled hearing date. In the event that a scheduled hearing date is postponed, the landlord must provide notice of the rescheduled hearing date at least thirty (30) days prior to the rescheduled date, however, said notice may be provided by regular mail only. After the landlord has finished

providing notice to the tenants, the landlord shall submit a Notice Log to the Rent Control Office confirming said notice has been provided to the tenants no later than five (5) days before the scheduled hearing date.

Section 322-9, entitled “Capital Improvements”, of the Code of the Borough of Ridgefield be and same is hereby amended by deleting the wording of the existing subsection K. in its entirety and replacing same with the following:

A landlord may seek a surcharge after completion of a capital improvement. Notice shall be provided by the landlord, and the tenant shall have opportunity to object, all as set forth above. No greater or lesser consideration shall be given to the applicant by the Board because of the fact that the application is made subsequent to the project’s completion. Any landlord who shall make application for a capital improvement surcharge after accomplishment of the project shall do so at his or her own risk that a surcharge will be granted. In order to be granted a capital improvement surcharge, all work must receive and pass all required governmental inspections. To the extent practicable, government inspections are to be completed within ninety (90) days of completion of all work. Where government inspections must be made to the interior of dwellings, notice is to be provided to each tenant via certified and regular mail that work has been completed and that government inspections are to commence no earlier than ten (10) days from the date of notice. After the government inspections are completed, the landlord must submit an official written confirmation from the government inspector or Borough Construction Official indicating that the completed work has passed all required government inspections. Said written confirmation must be provided to the Rent Leveling Board prior to the hearing.

SECTION II. Ratification and Affirmation.

In all other respects, the terms, conditions and provisions of Sections 322-9 of the Code of the Borough of Ridgefield are ratified and affirmed.

SECTION III. Repealer.

Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Ridgefield inconsistent with the provisions of this ordinance is hereby repealed as to said inconsistencies and conflicts.

SECTION IV. Severability.

If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION V. Retroactive Application.

This ordinance shall apply retroactively to any outstanding Capital Improvement Applications, which have not been adjudicated on the merits by the Rent Leveling Board.

SECTION VI. Effective Date.

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

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2480

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

“AN ORDINANCE AMENDING SECTION 375-5 ENTITLED NO PARKING AREAS OF
THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 12th day of February, 2024, 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 26th day of February, 2024 at 6:30 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard 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
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2480

“AN ORDINANCE AMENDING SECTION 375-5 ENTITLED NO PARKING AREAS OF
THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I. Section 375-5, Article II be and hereby is amended by adding the following no parking area:

On the northerly side of River Street beginning at a point 259 feet west from the point where said northern curb line of River Street intersects with the western curb line of Grand Avenue, and continuing in a westerly direction along River Street a distance of 20 feet to 279 feet.

Section II. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Ridgefield inconsistent with the provisions of this ordinance is hereby repealed as to said inconsistencies and conflicts.

Section III: If any section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

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

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 78-2024

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 Borough 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 Borough 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 Borough 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 by the Borough of Ridgefield, County of Bergen, State of New Jersey hereby recognizes the following:

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

GCADA GRANT	\$4,507.18
Cash Match	\$1,126.80
In-Kind	\$3,380.39

2. The Borough 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
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CERTIFICATION

I, Linda M. Silvestri, Borough Clerk of the Borough of Ridgefield, County of Bergen, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough Council on this 12th day of February, 2024.

Linda M. Silvestri, Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 79-2024

WHEREAS, the Borough of Ridgefield has received in accordance with published notice, sealed qualifications for various positions; and

WHEREAS, a duly constituted evaluation committee reviewed said qualifications; and

WHEREAS, pursuant to the fair and open process, and based upon the review of the qualifications and recommendations therefore, certain professionals are qualified to provide professional services as needed by the Borough of Ridgefield for the period January 1, 2024 through December 31, 2024.

WHEREAS, all qualified professionals listed below are in compliance with Ridgefield's Municipal Code Section 1:20-1. Entitled, "Prohibition on awarding public contraction to certain contributors;"

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Ridgefield, does hereby approve those listed below to provide professional services to the Borough of Ridgefield pending certification of funds by the Chief Financial Officer:

BOND COUNSEL

Archer & Greiner

FINANCIAL ADVISORY SERVICES

NW Financial Group, LLC

SPECIAL PROJECTS ENGINEER

Colliers Engineering & Design
Remington & Vernick Engineers
Neglia Engineering Associates
Suburban Consulting Engineers
Matrix New World Engineering
Boswell Engineering
Van Cleef Engineering

SPECIAL COUNSEL

Waters McPherson McNeill
Wiss & Bouregy, P.C.
Chasen, Lamparello, Mallon and Cappuzzo
Trenk Isabel Siddiqi & Shahdanian PC
Florio, Kenny, Raval LLP
Shafron Law Group
Murphy Orlando LLC

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Mayor Jimenez

RESOLUTION NO. 80-2024

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

ALAMO INSURANCE GROUP, INC.

be appointed Insurance Agent/Risk Manager for Calendar Year 2024.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Mayor Jimenez

RESOLUTION NO. 81-2024

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

WATERS, McPHERSON, McNEILL, PC

be appointed Tax Appeal Attorney for Calendar Year 2024.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 82-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Gregory Associates LLC, 96 Linwood Plaza, Suite 350, Fort Lee, New Jersey be awarded the professional services contract to serve as the Affordable Housing Planner for calendar year 2024; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Gregory Associates LLC.
2. This contract is awarded for the following reasons: There is a need for a Rent Leveling Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Affordable Housing Planner.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.
6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from Account Number 15-2000 in an amount of \$185.00 per hour not to exceed \$12,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance

Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH AFFORDABLE HOUSING PLANNER

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

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the AFFORDABLE HOUSING PLANNER to serve as Borough AFFORDABLE HOUSING PLANNER for calendar year 2024, or until her/his successor qualifies. The AFFORDABLE HOUSING PLANNER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The AFFORDABLE HOUSING PLANNER shall perform all tasks related to tenant/landlord matters as assigned by the Mayor & Council of the Borough of Ridgefield.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the AFFORDABLE HOUSING PLANNER for services rendered pursuant to this agreement the sum of \$185 per hour not to exceed \$12,000.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the AFFORDABLE HOUSING PLANNER agrees to fully comply with the terms, provisions and

obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 83-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that McNerney & Associates, Inc. be awarded the professional services contract to serve as the Borough Appraiser for calendar year 2024; and

WHEREAS, McNerney & Associates, Inc. 175 Rock Road, PO Box 67, Glen Rock, NJ 07452 was previously appointed Borough Appraiser to the Borough of Ridgefield for calendar year 2023; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with McNerney & Associates, Inc. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Appraiser within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Appraiser.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in in *The Record* and/or www.ridgefieldnj.gov.

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1502-028 in an amount not to exceed \$20,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

**PROFESSIONAL SERVICES WITH
BOROUGH APPRAISER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and McNerney & Associates, Inc., 175 Rock Road, PO Box 67, Glen Rock, New Jersey 07452, hereinafter called the "APPRAISER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed McNerney & Associates, Inc. as Borough Appraiser for calendar year 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the APPRAISER to serve as Borough APPRAISER for calendar year 2024, or until her/his successor qualifies. The APPRAISER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The APPRAISER shall perform all appraisal and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the APPRAISER and all matters which by law and/or tradition should be referred to and handled by the APPRAISER.
3. **PAYMENT FOR SERVICES:** The APPRAISER'S fees for work performed shall be billed and payable on at the hourly rate of \$100.00 for court time and conference time. The compensation proposal outlining fees for preparation of appraisals is as follows:

Type of Property	Estimated Fee
Properties which have an equalized assessment of \$500,000 and under	\$1,500
Properties which have an equalized assessment between \$500,001 to \$1,000,000	\$2,000
Properties which have an equalized assessment	\$2,500

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

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

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

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

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

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

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

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the APPRAISER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the APPRAISER agrees to comply fully with the terms, provisions and obligations of said regulation.

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

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

McNERNEY & ASSOCIATES, INC.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 84-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Wielkotz & Company, LLC, 401 Wanaque Ave., Pompton Lakes, NJ 07442 be awarded the professional services contract to serve as the Borough Auditor for calendar year 2024; and

WHEREAS, Wielkotz & Company, LLC was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2023; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Wielkotz & Company, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Auditor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Auditor.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1312-001 in an amount not to exceed \$36,000 and from the Account Number 01-2010-20-1302-028 in an amount not to exceed \$15,750, The funds are available in the 2023 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH AUDITOR

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

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Wielkotz & Company, LLC as Borough Auditor for calendar year 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the BOROUGH AUDITOR to serve as BOROUGH AUDITOR for calendar year 2024, or until her/his successor qualifies. The BOROUGH AUDITOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** See attached schedule consisting of 3 pages from Wielkotz & Company, LLC as attached hereto and incorporated herein.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay BOROUGH AUDITOR for services rendered by BOROUGH AUDITOR for services rendered pursuant to this agreement the fees generated at the hourly rates of the personnel of BOROUGH AUDITOR as listed below, with the following estimates of total fees for assignment:

Examination of Financial Statements (including Federal and State Grants, Trust, Capital and Swim Pool Utility Funds)	\$36,000
Assistance in Preparation of Budget (not to exceed)	\$8,750
Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	\$7,000

Hourly Rates:

Partners:	\$200 per hour
Senior Manager	\$175 per hour
Managers:	\$150 per hour
Senior Accountants/Supervisors:	\$125 per hour
Staff Accountants:	\$100 per hour
Administrative:	\$75 per hour

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other auditors for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the BOROUGH AUDITOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the BOROUGH AUDITOR agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the BOROUGH AUDITOR'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WIELKOTZ & COMPANY, LLC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 85-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Cleary Giacobbe Alfieri Jacobs, LLC having offices at 169 Ramapo Valley Road Upper Level 105, Oakland, New Jersey be awarded the professional services contract to serve as the Borough Attorney for calendar year 2024; and

WHEREAS, Cleary Giacobbe Alfieri Jacobs, LLC was previously appointed Borough Attorney to the Borough of Ridgefield for during 2023; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Cleary Giacobbe Alfieri Jacobs, LLC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Cleary Giacobbe Alfieri Jacobs, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Attorney.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1562-001 in an amount not to exceed \$47,000.00 and 01-2010-20-1562-026 in an amount not to exceed \$35,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Cleary Giacobbe Alfieri Jacobs, LLC having offices at 169 Ramapo Valley Road Upper Level 105, Oakland, New Jersey, hereinafter called the "ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Cleary Giacobbe Alfieri Jacobs, LLC as Borough Attorney for during 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the ATTORNEY to serve as Borough ATTORNEY for calendar year 2024, or until her/his successor qualifies. The ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ATTORNEY shall perform all legal services for the BOROUGH as assigned by the Mayor and Council, and will interface with other attorneys engaged by the BOROUGH to handle specialized areas, such as tax appeal attorney, labor attorney and bond counsel.
3. **PAYMENT FOR SERVICES:** The ATTORNEY'S fees for work performed will be paid on an hourly basis at the rate of \$165 per hour for the following categories of legal work to be performed by the ATTORNEY: attendance at all regular and specially scheduled Mayor and Council meetings; preparation of routine ordinances and resolutions, except as specified below; availability for and consultation with, both telephonic and in person, with individual members of the Mayor and Council and such administrative personnel as the Mayor and Council shall authorize and routine interfacing with special labor counsel and tax appeal counsel. In addition, the ATTORNEY shall be compensated on an hourly basis at the rate of \$165 per hour for *all other legal work including but not limited to* the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned by the Mayor and Council; participation in regulatory matters assigned by the Mayor and Council including but not limited to the Council on Affordable Housing or such other and further entities as may be created or determined by statute regarding the necessity to provide low and middle income housing pursuant to law and applications before the BCUA that the Mayor and Council assign to the Borough Attorney; participation

in redevelopment issues; and the drafting of ordinances of a non-routine nature, such as amendments to significant portions of the Borough's zoning code or other code sections. The parties agree that the ATTORNEY may have other partners in the law firm of Cleary Giacobbe Alfieri Jacobs, LLC perform services in connection with this agreement. The ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

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

i. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

5. INCORPORATION OF CERTAIN PROVISIONS:

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

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

ATTEST:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CLEARY GIACOBBE ALFIERI
JACOBS, LLC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 86-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Colliers Engineering & Design 400 Valley Road, Suite 304, Mount Arlington, New Jersey be awarded the professional services contract to serve as the Borough Engineer for calendar year 2024; and

WHEREAS, Colliers Engineering & Design was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2023; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Colliers Engineering & Design as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Engineer within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Engineer.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1652-001 in an amount not to exceed \$32,800.00 and 01-2010-20-1652-003 in an amount not to exceed \$10,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ENGINEER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Colliers Engineering & Design, having offices at 400 Valley Road, Suite 304, Mount Arlington, New Jersey, hereinafter called the "ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Colliers Engineering & Design as Borough Engineer for calendar year 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the ENGINEER to serve as Borough ENGINEER for calendar year 2024, or until her/his successor qualifies. The ENGINEER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ENGINEER shall perform all appropriate engineering, surveying, planning and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the ENGINEER and all matters which by law and/or tradition should be referred to and handled by the ENGINEER.
3. **PAYMENT FOR SERVICES:** The ENGINEER shall receive a yearly purchase order for General Engineering services in the amount of \$32,800 for 23 hours per month of service to the BOROUGH. To the extent the ENGINEER'S services in any given month shall exceed 23 hours, the ENGINEER shall be paid, in addition to the retainer, at the hourly rates set forth below for those services that exceed 23 hours. The ENGINEER shall submit an appropriate invoice detailing all services provided, including those within the 23 hour allowance and those above.
4. **HOURLY RATES:** For those projects not covered by the monthly retainer, in other words, matters which by law or tradition are not referred to and handled by the ENGINEER, and when directed to the ENGINEER by the Mayor and Council shall be billed at the following rates:

Technical Director

\$180.00

Project Manager	\$180.00
Senior Project Specialist	\$175.00
Project Specialist	\$170.00
Technical Professional	\$165.00
Technical Specialist	\$160.00
Specialist	\$155.00
Senior Data Technician	\$150.00
Senior Technical Assistant	\$145.00
Technical Assistant	\$135.00
Data/Field Technician	\$125.00
Survey Crew – 1 Man w/Robotic Equipment	\$190.00
Additional Survey Crew Member	\$80.00
SUE Crew (designating) – 1 Man	\$155.00
Additional (designating) Member	\$80.00
SUE Crew (locating) – 2 Man	\$210.00
Additional (locating) Member	\$80.00
Expert Witness	\$425.00
Sr. LSRP (NJ Only)	\$320.00
LSRP (NJ Only)	\$275.00

5. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
6. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
7. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ENGINEER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ENGINEER agrees to comply fully with the terms, provisions and obligations of said regulation.
8. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and

Council determine that the ENGINEER'S services are not performed satisfactorily in accordance with this contract.

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

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

COLLIERS ENGINEERING & DESIGN

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 87-2024

WHEREAS, there is a need in the Borough of Ridgefield for a Borough Insurance Agent/Risk Manager; and

WHEREAS, the Borough of Ridgefield previously published a Request for Qualifications for the position of Borough Insurance Agent/Risk Manager; and

WHEREAS, a duly constituted evaluation committee recommended that Alamo Insurance Group, Inc. be awarded the professional services contract to serve as the Insurance Agent/Risk Manager for calendar year 2024; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2023; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Alamo Insurance Group, Inc. as required by law;

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

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

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

3. No direct payment for this position shall be paid by the Borough as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.

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

5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

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

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH INSURANCE AGENT/RISK MANAGER**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Alamo Insurance Group, Inc., 55 Flanagan Way, Secaucus, New Jersey, hereinafter called the "INSURANCE AGENT/RISK MANAGER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Alamo Insurance Group, Inc. for calendar year 2023; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the INSURANCE AGENT/RISK MANAGER for professional services as Borough Insurance Agent/Risk Manager without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the INSURANCE AGENT/RISK MANAGER to serve as Borough Insurance Agent/Risk Manager for calendar year 2024, or until her/his successor qualifies. The INSURANCE AGENT/RISK MANAGER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The INSURANCE AGENT/RISK MANAGER shall perform all appropriate insurance related services for the BOROUGH, including the following:
 - A. Placing all necessary insurance coverage for the BOROUGH.
 - B. Acting, where required, as liaison between the BOROUGH and the individual carriers.
 - C. Assisting in the referral, processing and resolution of all claims by or against the BOROUGH.
 - D. Evaluating coverages and policies and making appropriate recommendations to the BOROUGH.
 - E. Consulting with, and making recommendations to the Mayor and Council on insurance related matters.
 - F. Performing such other insurance related services as may be reasonably required by the Mayor and Council from time to time.
3. **PAYMENT FOR SERVICES:** The BOROUGH and INSURANCE AGENT/RISK MANAGER agree that no direct payment shall be made by the BOROUGH to the INSURANCE AGENT/RISK MANAGER for services rendered pursuant to this

agreement. Rather, the INSURANCE AGENT/ RISK MANAGER shall be compensated under this agreement by earned premiums, paid by the individual carriers, on account of the policies placed on behalf of the BOROUGH.

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH or the INSURANCE AGENT/RISK MANAGER from engaging special insurance agents or risk managers for specific matters if in the opinion of the Mayor and Council and the INSURANCE AGENT/RISK MANAGER such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the INSURANCE AGENT/RISK MANAGER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the INSURANCE AGENT/RISK MANAGER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the INSURANCE AGENT/RISK MANAGER'S services are not performed satisfactorily in accordance with this contract.
9. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ALAMO INSURANCE GROUP, INC.

WITNESS:

DATE:

By: _____
Luis Alamo, President

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 88-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that DMR Architects, 777 Terrace Ave, Suite 607, Hasbrouck Heights, NJ 07604 be awarded the professional services contract to serve as the Borough Planner for calendar year 2024; and

WHEREAS, DMR Architects was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2023; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with DMR Architects as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with DMR Architects as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Planner within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Planner.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from the individual applicant's escrow funds; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PLANNER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and DMR Architects, having offices located at 777 Terrace Avenue, Suite 607, Hasbrouck Heights, New Jersey, hereinafter called the "PLANNER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed DMR Architects as Borough Planner for calendar year 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the PLANNER to serve as Borough PLANNER for calendar year 2024, or until her/his successor qualifies. The PLANNER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The PLANNER shall perform all appropriate planning services for the BOROUGH, as from time to time directed by the Mayor and Council, or its designees, serving in an advisory capacity and rendering consultation and advice on matters submitted to the PLANNER for study, recommendation or comment, including professional planning services in matters relating to the New Jersey Municipal Land Use Law, local redevelopment, housing law, COAH or other similar affordable housing laws and regulations, state plan and related planning statutes and documents and will be available to prepare special planning studies at the request of the BOROUGH and/or Zoning and/or Planning Board, as well as be available to prepare documents along with testimony relating to court actions and mediation that the BOROUGH and/or Zoning and/or Planning Board may be involved in and shall request. The PLANNER shall also be available to attend public hearings, and upon the BOROUGH'S directive, informal meetings and/or discussions with applicants to review and discuss matters before the BOROUGH and/or Zoning and/or Planning Board and to provide generally administration and research of general planning services are requested by the BOROUGH under this agreement.
3. **PAYMENT FOR SERVICES:** The PLANNER'S fees for work performed shall be billed and payable on at the hourly rate as follows:

President & CEO	\$225.00
Partner	\$220.00
Sr. Project Planner	\$190.00
Planner	\$180.00
Administration	\$100.00

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

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the PLANNER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the PLANNER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the PLANNER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

DMR ARCHITECTS

By: _____
Lloyd A. Rosenberg, AIA
President & CEO

WITNESS:

DATE:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 89-2024

WHEREAS, there is a need in the Borough of Ridgefield for an Environmental Consultant;
and

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

WHEREAS, a duly constituted evaluation committee recommended that Ellas
Environmental, LLC, P.O. Box 1105, Secaucus, NJ 07096 be awarded the professional services
contract to serve as the Environmental Consultant for calendar year 2024; and

WHEREAS, Ellas Environmental was previously appointed Environmental Consultant to
the Borough of Ridgefield for calendar year 2023; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with
Ellas Environmental as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Ellas Environmental, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for an Environmental Consultant within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Environmental Consultant.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in *The Record* and/or *www.ridgefieldnj.gov*.

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1652-003 in an amount not to exceed \$13,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
ENVIRONMENTAL CONSULTANT

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Ellas Environmental, LLC, having offices at P.O. Box 1105, Secaucus, New Jersey, hereinafter called the "ENVIRONMENTAL CONSULTANT".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Ellas Environmental, LLC as Environmental Consultant for calendar year 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the ENVIRONMENTAL CONSULTANT to serve as Borough ENVIRONMENTAL CONSULTANT for calendar year 2024, or until her/his successor qualifies. The ENVIRONMENTAL CONSULTANT hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ENVIRONMENTAL CONSULTANT shall perform all appropriate services in connection with BOROUGH environmental matters as shall be assigned to ENVIRONMENTAL CONSULTANT by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The ENVIRONMENTAL CONSULTANT shall be paid at an hourly rate for all services as assigned to it by the Mayor and Council. The ENVIRONMENTAL CONSULTANT shall submit periodic vouchers with detailed specifications of services performed. The ENVIRONMENTAL CONSULTANT shall be at the following rates:

Professional Engineer/Principal	\$165.00
NJ Licensed Site Remediation	\$165.00
Project Manager/Principal Environmental Specialist	\$125.00
Project Scientist II	\$90.00
Project Scientist I	\$70.00
CAD Operator	\$150.00
Survey Crew – 2 Person	\$250.00
Geophysical Technician	\$110.00
Administrative Support	\$65.00

Court Testimony (4 hours min.)	\$165.00
Public Hearing – Meeting Testimony	\$125.00

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other environmental consultants for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the ENVIRONMENTAL CONSULTANT agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ENVIRONMENTAL CONSULTANT agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ENVIRONMENTAL CONSULTANT'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

ELLAS ENVIRONMENTAL, LLC

WITNESS:

DATE:

By:_____
Eleanna Ballas, Principal

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 90-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Millennium Strategies, LLC, 60 Columbia Road, Building B, Suite 230, Morristown, NJ 07960 be awarded the grant writing services contract to serve as the Grant Writer for calendar year 2024; and

WHEREAS, Millennium Strategies, LLC was previously appointed Grant Writer to the Borough of Ridgefield for calendar year 2023;

WHEREAS, the Borough now wishes to enter into a grant writing services agreement with Millennium Strategies, LLC as required by law; and

WHEREAS, the contract is for a total amount which does not exceed the enhanced bid threshold of \$42,000;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Contract for Grant Writing Services with Millennium Strategies, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Grant Writer within the Borough of Ridgefield; the service to be rendered constitutes a service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the grant writing services agreement as Grant Writer; the contract is for an amount that does not exceed the enhanced bid threshold.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Contract for Grant Writing Services attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.
6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1302-199 in an amount not to exceed \$42,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR GRANT WRITING SERVICES

THIS IS A CONTRACT for grant writing services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Millennium Strategies, LLC, 60 Columbia Road, Bldg. B, Ste. 230, Morristown, New Jersey, hereinafter called the "GRANT WRITER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Millennium Strategies, LLC as GRANT WRITER for calendar year 2023; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the GRANT WRITER for grant writing services without competitive bid; and

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the GRANT WRITER to serve as Borough Grant Writer for calendar year 2024, or until her/his successor qualifies. The GRANT WRITER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The GRANT WRITER shall perform all appropriate grant writing services for the BOROUGH including the following:
 - A. Notification of all available governmental and non-governmental funding opportunities – the BOROUGH will receive detailed memoranda of potential funding opportunities that include an explanation of what the GRANT WRITER will do and what the BOROUGH'S responsibilities are in order to complete the grant application and produce the best possible product for submission;
 - B. Research, preparation, submission and all appropriate follow up, including appropriate legislative support, for all available governmental and non-governmental funding applications.
 - C. Representation, on the BOROUGH'S behalf with all appropriate legislative and governmental officials and their offices pertaining to grant and funding procurement services that the GRANT WRITER undertakes.
 - D. Attendance at designated meetings, as requested, with 48 hours notice.

3. **PAYMENT FOR SERVICES:** The BOROUGH shall pay the GRANT WRITER a fixed sum to cover all services as set forth above, said fee to be a total of \$42,000 payable in monthly installments of \$3,500.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH or the GRANT WRITER from engaging special grant writers for specific matters if in the opinion of the Mayor and Council and the GRANT WRITER such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the INSURANCE AGENT/RISK MANAGER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the INSURANCE AGENT/RISK MANAGER agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the INSURANCE AGENT/RISK MANAGER'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

MILLENNIUM STRATEGIES, LLC

WITNESS:

DATE:

By: _____
Bernadette P. McPherson, Esq.
Senior Vice President Marketing &
Business Development

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 91-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Cleary Giacobbe
Alfieri Jacobs, LLC, 169 Ramapo Valley Road Upper Level 105, Oakland, New Jersey 07436 be
awarded the professional services contract to serve as the Special Labor Attorney for calendar year
2024; and

WHEREAS, Cleary Giacobbe Alfieri Jacobs, LLC was previously appointed Special Labor
Attorney to the Borough of Ridgefield for calendar year 2023; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with
Cleary Giacobbe Alfieri Jacobs, LLC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to
execute the attached Professional Services Agreement with Cleary Giacobbe
Alfieri Jacobs, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Special
Labor Attorney within the Borough of Ridgefield; the service to be rendered
constitutes a professional service as defined by New Jersey law; the Borough did
publish a request for qualifications to which the contract recipient responded; and
the contract recipient was recommended by the Evaluation Committee of the Mayor
and Council to be awarded the professional services agreement as Special Labor
Attorney.
3. Compensation for this position shall be as set forth in Paragraph 3 of the
Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a “fair and open process”
pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.
6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1562-048 in an amount not to exceed \$40,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
LABOR ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Cleary Giacobbe Alfieri Jacobs, LLC having offices at 169 Ramapo Valley Road Upper Level 105, Oakland, New Jersey, hereinafter called the "LABOR ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Cleary Giacobbe Alfieri Jacobs, LLC. as Labor Attorney for calendar year 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the LABOR ATTORNEY to serve as Borough LABOR ATTORNEY for calendar year 2024, or until her/his successor qualifies. The LABOR ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The LABOR ATTORNEY shall perform all appropriate legal services in connection with BOROUGH labor matters as shall be assigned to LABOR ATTORNEY by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The LABOR ATTORNEY shall be paid at an hourly rate of \$165.00 for attorneys and \$90 per hour for paralegals for all labor litigation services as assigned to it by the Mayor and Council. The LABOR ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the LABOR ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the LABOR ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the LABOR ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

CLEARY GIACOBBE ALFIERI
JACOBS, LLC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 92-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Emma Rush,
Esq., of the Law Offices of John Schettino, LLC, 80 Main Street, Suite 101, Hackensack, New
Jersey be awarded the professional services contract to serve as the Rent Leveling Attorney for
calendar year 2024; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with
Emma Rush, Esq., of the Law Offices of John Schettino, LLC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Emma Rush, Esq., of the Law Offices of John Schettino, LLC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Rent Leveling Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Rent Leveling Attorney.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.
6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1012-036 in an amount of \$165.00 per hour not to exceed

\$9,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH RENT LEVELING ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Emma Rush, Esq., of the Law Offices of John Schettino, LLC, having offices at 80 Main Street, Suite 101, Hackensack, New Jersey, hereinafter called the "RENT LEVELING ATTORNEY".

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the RENT LEVELING ATTORNEY to serve as Borough RENT LEVELING ATTORNEY for calendar year 2024, or until her/his successor qualifies. The RENT LEVELING ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The RENT LEVELING ATTORNEY shall perform all appropriate services for the Rent Leveling Commission of the Borough of Ridgefield and attend monthly Rent Leveling meetings.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the RENT LEVELING ATTORNEY for services rendered pursuant to this agreement an hourly rate not to exceed \$9,000 annually.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the RENT LEVELING ATTORNEY agrees to fully comply with the terms, provisions and obligations of said

regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

LAW OFFICES OF JOHN SCHETTINO, LLC.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 93-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Waters, McPherson, McNeill, PC be awarded the professional services contract to serve as the Tax Appeal Attorney for calendar year 2023; and

WHEREAS, Waters, McPherson, McNeill, PC, 300 Lighting Way, PO Box 1560, Secaucus, NJ 07094 was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2023; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Waters, McPherson, McNeill, PC as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Waters, McPherson, McNeill, PC as required by law.
2. This contract is awarded for the following reasons: There is a need for a Tax Appeal Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Tax Appeal Attorney.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq.
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from Account No. 01-2010-20-1562-187 in an amount not to exceed \$30,000.00. The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
TAX APPEAL ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Waters, McPherson, McNeill, PC, having offices at 300 Lighting Way, PO Box 1560, Secaucus, New Jersey, hereinafter called the "TAX APPEAL ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Waters, McPherson, McNeill, P.C. as Tax Appeal Attorney for calendar year 2023; and

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the TAX APPEAL ATTORNEY to serve as Borough TAX APPEAL ATTORNEY for calendar year 2024, or until her/his successor qualifies. The TAX APPEAL ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The TAX APPEAL ATTORNEY shall perform all appropriate legal services in connection with tax appeals that are filed or are pending in connection with appeals of assessments on properties within the BOROUGH including matters before the Bergen County Board of Taxation and matters filed in the Tax Court of New Jersey.
3. **PAYMENT FOR SERVICES:** The TAX APPEAL ATTORNEY shall be paid at an hourly rate of \$100.00 for all legal work in the field of tax appeals as assigned to it by the Mayor and Council. The TAX APPEAL ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other tax appeal attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**

- A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the TAX APPEAL ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the TAX APPEAL ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the TAX APPEAL ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WATERS, MCPHERSON, MCNEILL, P.C.

By: _____

WITNESS:

DATE:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 94-2024

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

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

WHEREAS, a duly constituted evaluation committee recommended that Wilfredo J. Ortiz, Esq., of Dario, Albert, Metz, Canda, Concannon, Ortiz Attorneys at Law, 314 48th Street, Union City, New Jersey be awarded the professional services contract to serve as the Tenant Advocate for calendar year 2024; and

WHEREAS, Wilfredo J. Ortiz, Esq., of Dario, Albert, Metz, Canda, Concannon, Ortiz Attorneys at Law, 314 48th Street, Union City, New Jersey was previously appointed Tenant Advocate to the Borough of Ridgefield for calendar year 2023; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Wilfredo J. Ortiz, Esq., of Dario, Albert, Metz, Canda, Concannon, Ortiz Attorneys at Law Attorneys at Law as required by law;

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Wilfredo J. Ortiz, Esq., of Dario, Albert, Metz, Canda, Concannon, Ortiz Attorneys at Law Attorneys at Law as required by law.
2. This contract is awarded for the following reasons: There is a need for a Tenant Advocate within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Tenant Advocate.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.

5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.
6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from Account Number 01-2010-20-1012-040 in an amount not to exceed \$6,000.00 The funds are available in the 2024 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH TENANT ADVOCATE

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Wilfredo J. Ortiz, Esq., of Dario, Albert, Metz, Canda, Concannon, Ortiz Attorneys at Law, having offices at 314 48th Street, Union City, New Jersey, hereinafter called the "TENANT ADVOCATE".

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the TENANT ADVOCATE to serve as Borough TENANT ADVOCATE for calendar year 2024, or until her/his successor qualifies. The TENANT ADVOCATE hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The TENANT ADVOCATE shall perform all tasks related to tenant/landlord matters as assigned by the Mayor & Council of the Borough of Ridgefield.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the TENANT ADVOCATE for services rendered pursuant to this agreement the sum of \$100 per hour.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the TENANT ADVOCATE agrees to fully comply with the terms, provisions and obligations of said regulation,

provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Hugo Jimenez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

WILFREDO J. ORTIZ, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 95-2024

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants for the calendar year 2023 will memorialize the commitment of this municipality to recycling and to indicate the assent of the Mayor and Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough of Ridgefield hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Mildred Rojas to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 96-2024

WHEREAS, the Recycling Enhancement Act, P.L. 2007, Chapter 311, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, there is levied upon the owner or operator of every solid waste facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the solid waste facility; and

WHEREAS, whenever a municipality operates a municipal service system for solid waste collection or provides for regular solid waste collection service under a contract awarded pursuant to the “Local Public Contracts Law”, the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant monies received by the municipality shall be expended only for its recycling program;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Borough of Ridgefield hereby certifies a submission of expenditure for taxes paid pursuant to P.L.2007, Chapter 311, in 2023 in the amount of \$13,412.37. Documentation supporting this submission is available at 700 Shaler Boulevard and shall be maintained for no less than five years from this date.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilwoman Congalton-Hali

RESOLUTION NO. 97-2024

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

MARIA TRAVERS KUSHI

be appointed as Chairperson of the Anti-Bullying Committee; and

ALICE SARGENT

be appointed as Vice Chairperson of the Anti-Bullying Committee.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 98-2024

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

BERNARDO ACOSTA

be appointed DPW Chief Mechanic with a salary increase of \$5,000.00 effective February 8, 2024;
and

ANTHONY GIBALDI

be appointed DPW Mechanic with a salary increase of \$5,000.00 effective February 8, 2024.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Mayor Jimenez

RESOLUTION NO. 99-2024

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

ALEX CIROCCO
of
Law Offices of Alex Cirocco

be appointed Public Defender for Calendar Year 2024; and

MARCO DiSTEFANO
of
Law Offices of Marco DiStefano, Esq. LLC

be appointed Alternate Public Defender for Calendar Year 2024.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Mayor Jimenez

RESOLUTION NO. 100-2024

BE IT RESOLVED, that the Mayor and Council appoints:

MICHAEL CANDELMO
RYAN ALBERT, ALTERNATE
BART MONGELLI, ALTERNATE
ANTHONY ARNONE, ALTERNATE

as Borough Prosecutor for a 30 day holdover.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 101-2024

WHEREAS, as of January 1, 2006, N.J.S.A. 19:44A-20.1 et seq., commonly known as the “State Pay to Play Law, enacted by the New Jersey State Legislature became effective; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.1 et seq., a municipality may not award a contract with a value in excess of \$17,500.00 to a business entity that has made a contribution within one year of the date the contract is to be awarded that is reportable by the recipient under P.L. 1973, c.83 (C.19.44A-1 et seq.) to a municipal political party committee in that municipality if a member of that party is serving in elective public office when such contract is awarded or to any candidate committee of any person who is serving in an elective public office of the municipality when such contract is awarded, unless the contract is awarded under a “fair and open process” pursuant to N.J.S.A. 19:44A-20.1 et seq.; and

WHEREAS, a “fair and open process” constitutes the following: (1) public advertisement of a Request for Qualifications (“RFQ”) with twenty (20) days notice prior to the receipt of responses to the RFP; (2) award of contract under a process that provides for public solicitation of qualifications; (3) award of contract under publicly disclosed criteria established, in writing, by the municipality prior to the solicitation of qualifications; and (4) the municipality shall publicly open and announce the qualifications when awarded; and

WHEREAS, it has become necessary for the Borough of Ridgefield (“the Borough”) to engage legal, financial, and engineering professionals and to engage the services of other individuals for extraordinary unspecifiable services; and

WHEREAS, the Borough desires to appoint such professionals and services by a “fair and open process” pursuant to N.J.S.A. 19:44A-20.1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen and State of New Jersey that RFQs for professional services for the following professional services for the Borough are hereby authorized:

- 1) Borough Prosecutor

BE IT FURTHER RESOLVED, that all of the RFQs for the professional services and extraordinary unspecifiable services as set forth hereinabove shall be prepared and published in accordance with N.J.S.A. 19:44A-20.1 et seq. and all submissions in response shall be evaluated on the basis of the most advantageous submission, all factors considered, including, but not limited to:

- 1) Experience and reputation in the field
- 2) Knowledge of the Borough and the subject matter to be addressed under the contract
- 3) Availability to accommodate any required meetings of the Borough or Borough Agency
- 4) Compensation proposal
- 5) Any other factors demonstrated to be in the best interest of the Borough or Borough Agency.

BE IT FURTHER RESOLVED, that on or before February 16, 2024 the Borough Clerk be and she is hereby authorized and directed to publish notice of the RFQs for the professional services and extraordinary unspecifiable services enumerated above by the following means:

- (1) on the Borough's internet website. (The Borough Clerk is also authorized to publish the RFQ documents themselves on the Borough Website);
- (2) on the Borough's bulletin board at Borough Hall; and
- (3) in The Record, a newspaper circulating in the Borough of Ridgefield.

The notice of RFQs shall include the following:

- 1) A description of the requested professional or extraordinary unspecifiable service for which the RFQ is made;
- 2) A statement that Qualification Statements must be submitted by 11:00 AM on March 8, 2024;
- 3) A statement that the RFQs are being made by the Borough;
- 4) The address and phone number of the Borough Purchasing Agent's office and a statement that applicants may obtain the RFQ document from the Purchasing Agent's office if they cannot obtain the RFQ documents from the Borough's website;
- 5) A statement that the RFQ is being made through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

BE IT FURTHER RESOLVED, that the Purchasing Agent is authorized and directed to effectuate the drafting of the RFQs, which shall include the evaluation criteria hereinabove stated.

BE IT FURTHER RESOLVED, that the Purchasing Agent or his designee shall publicly open and read aloud the submissions responding to the RFQs, including the name of the applicant and any other pertinent information on March 8, 2024, at 11:00 AM at Borough Hall.

BE IT FURTHER RESOLVED, that those positions included hereinabove are those which the Borough of Ridgefield reasonably believes will be subject to appointment for the year 2024. However, all such appointments are subject to the availability of funds and the continuing needs of the Borough. Accordingly, inclusion of a position in this resolution is not a representation or warranty that such position will be filled, or that if filled, it will be subject to the process contained herein.

BE IT FURTHER RESOLVED, that the Borough Council has determined that the terms of this Resolution constitute a fair and open process as to all positions included herein.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, 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 February 12, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 102-2024

BE IT RESOLVED, that warrants totaling **\$4,213,671.73**
be drawn on the following accounts:

CURRENT	\$3,756,728.02
TRUST	\$88,517.09
CAPITAL	\$364,945.73
POOL	\$3,165.89
COAH	\$315.00
TOTAL	\$4,213,671.73

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Kontolios				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

Approved:

Attest:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 12, 2024

Presented by Mayor Jimenez

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
Kontolios				
Dorsett				
Ryu				
Congalton-Hali				
Kim				
Ramundo				
Mayor Jimenez				

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:

Hugo Jimenez, Mayor

Linda M. Silvestri,
Borough Clerk