

The public is invited to participate in the public session meeting at 7:00 pm by calling 1 (929) 205-6099 MEETING ID: 841 0777 8874 or <https://us02web.zoom.us/j/84107778874> or the Zoom Meeting Link can be accessed from the Borough's Website: www.ridgefieldnj.gov on the Home Page.

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: February 14, 2022

Open Public Meetings Statement by Mayor Suarez

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

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

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

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

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

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
	Mayor Suarez	
Castelli		
Penabad		
Jimenez		
Kontolios		
Larkin		
Dorsett		

As advertised, hearing will be held on Ordinance No. 2426 entitled, “AN ORDINANCE AMENDING CHAPTER 75, “POLICE DEPARTMENT”, 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. 2427 entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES"

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.

80-2022	Mayor Suarez	Proclamation-Black History Month
81-2022	Councilman Jimenez	Qualified Vendors 2022
82-2022	Councilman Jimenez	Professional Services Agreement-Appraiser
83-2022	Councilman Jimenez	Professional Services Agreement-Auditor
84-2022	Councilman Jimenez	Professional Services Agreement-Borough Attorney
85-2022	Councilman Jimenez	Professional Services Agreement-Borough Engineer
86-2022	Councilman Jimenez	Professional Services Agreement-Insurance Agent
87-2022	Councilman Jimenez	Professional Services Agreement-Borough Planner
88-2022	Councilman Jimenez	Professional Services Agreement-Environmental Consultant
89-2022	Councilman Jimenez	Professional Services Agreement-Grant Writer
90-2022	Councilman Jimenez	Professional Services Agreement-Labor Attorney
91-2022	Councilman Jimenez	Professional Services Agreement-Rent Leveling Attorney
92-2022	Councilman Jimenez	Professional Services Agreement-Tax Appeal Attorney
93-2022	Councilman Jimenez	Redemption of Tax Title Lien
94-2022	Councilwoman Larkin	Appointment to Recreation Commission

Application for Fire Department Membership:

Cody Midgley
38 Center Street, Little Ferry
Hose Co. #1

Approval of 2022 Minutes:

January 7, 2022 Sine Die and January 7, 2022 Reorganization Meeting Minutes

Approval of 2021 Minutes:

January 4, 2021 Sine Die, January 4, 2021 Reorganization, May 5, 2021 Special, January 25, 2021, February 8, 2021, February 22, 2021, March 8, 2021, March 22, 2021, April 12, 2021, April 26, 2021, May 10, 2021, May 24, 2021, June 14, 2021, June 28, 2021, July 12, 2021, August 16, 2021, September 13, 2021, September 27, October 12, 2021, October 25, 2021, November 8, 2021, November 22, 2021 and December 13 Public Session Meeting Minutes

COUNCIL VOTE

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

RESOLUTIONS:

95-2022 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCIL:

COMMENTS BY ADMINISTRATOR:

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

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

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Kontolios

ORDINANCE NO. 2426

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, “POLICE DEPARTMENT”, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 24th day of January, 2022, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 24, 2022

Presented by Councilman Kontolios

ORDINANCE NO. 2426

“AN ORDINANCE AMENDING CHAPTER 75, “POLICE DEPARTMENT”, 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 75-9 of the Code of the Borough of Ridgefield, entitled “Qualification for Appointment” is hereby deleted in its entirety and replaced with the following:

I. General Qualifications for Sworn Personnel

A. The following are the general qualifications for employment within the Borough of Ridgefield Police Department for sworn personnel:

1. Must be a resident of New Jersey and a citizen of the United States.
2. Must be between 18 and 35 years of age.
3. Possess a minimum of a Bachelor’s Degree. An Associate’s Degree may be substituted for this education requirement only if the candidate has 4 years prior law enforcement or 3 years military experience. Service as a Special Police Officer shall count as prior law enforcement experience.
4. Must have the ability to perform all the tasks, duties, and essential job functions of a police officer.
5. Must have no criminal history and possess a good moral character. Criminal history shall mean conviction of a criminal offense that is the equivalent of a fourth degree or greater offense as set forth in New Jersey statutes.

II. Selection of a Sworn Officer

A. All candidates must pass a written, physical, and oral evaluation as determined appropriate by the Chief of Police and/or the Appropriate Authority.

1. The Written Exam will be conducted by a professional law enforcement testing agency as selected by the Chief of Police.

2. The Physical Fitness Evaluation will be conducted to measure an applicant's physical agility, strength, and endurance. The physical examination will mirror that which is required by the New Jersey Police Training Commission.

a. Exemptions

i. The Chief of Police, after consulting with the Borough Business Administrator, may opt to forgo the physical agility test for candidates who are New Jersey PTC certified.

3. The Oral Evaluation will be conducted by a panel of Borough Officials. The panel will include the Chief of Police, a police department staff member designated by the Chief of Police, the Borough's Police Committee, Mayor, and Business Administrator.

a. Each candidate invited to the oral evaluation will be scored and assigned a value between 1 (lowest) and 10 (highest) based on each of the following categories:

i. Professional Appearance;

ii. Presentation and Interpersonal Skills;

iii. Content.

III. Medical Exam

A. A medical examination will be conducted on all sworn candidates prior to appointment, but after being given a conditional offer of employment, to certify the general health of each candidate.

B. Drug screening will be conducted on all candidates prior to appointment, but after being given a conditional offer of employment. Drug screening will be conducted in accordance with the directives issued by the New Jersey State Attorney General.

IV. Psychological Exam

A. A psychological fitness examination of each candidate for a sworn position will be conducted by a qualified professional prior to appointment, but after being given a conditional offer of employment.

V. Background Investigation

A. A background investigation will be conducted on all candidates for all positions prior to appointment that will include at least the following aspects:

1. A verification of qualifying credentials;
2. A fingerprint check for the purposes of uncovering any criminal record. All candidates for police officer shall be subject to a criminal history check prior to the selection phase paying particular attention to acts including but not limited to domestic violence, sexual abuse, stalking elder abuse, or child abuse.
3. A review of all motor vehicle records;
4. The verification of at least three personal references and a review and investigation of the applicant's social status.
5. A review and inquiry of current and past employment;
6. A review of financial history;
7. A review of non-criminal records (i.e., civil actions, judgments, etc.);
8. All candidates for sworn positions shall be checked against the New Jersey

Central

Drug Registry as well as the Domestic Violence Registry to determine the existence of any active restraining orders and to determine if there is a history of domestic violence.

VI. Appointment:

A. After taking into account all of the above criteria, the Mayor and Council will make conditional offers of employment and the ultimate appointment of the sworn officer.

VII. Selection Process Non-Sworn Positions

A. Vacancies for non-sworn positions will be filled pursuant to Borough policies, procedures, and the approval of the Mayor and Council.

B. There shall be no minimum secondary educational requirement for an applicant in Clerical, Records, and Communications; however, the candidate must possess a high school diploma or a General Equivalency Degree (GED).

Section II:

Subsection F of Section 75-1, entitled "Current Members of the Ridgefield Police Department", be and hereby is deleted in its entirety. The Borough's Code publisher will adjust the Subsections following the deleted Subsection so that they receive proper letter designations.

Section III:

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

Section IV:

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

Section V.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Kontolios

ORDINANCE NO. 2427

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 375-52 DESIGNATING HANDICAPPED PARKING SPACES”

introduced on the 14th day of February, 2022, do now pass a first reading and that said Ordinance be further considered for final passage a regular meeting to be held on the 28th day of February, 2022 at 7:00 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held via Zoom and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Kontolios

ORDINANCE NO. 2427

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING
HANDICAPPED PARKING SPACES”

NOW, THEREFORE, 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 space at 830 Elizabeth Street, Ridgefield, New Jersey;
2. Removing a single handicapped parking space at 555 Hillside Street, Ridgefield, New Jersey;
3. Adding a single handicapped parking space in front of 586 Carpenter Place (on the southerly curb line of Carpenter Place) beginning at a point 186 feet west of the southwest corner of Martling Place and Carpenter Place and continuing west a distance of 22 feet;
4. Adding a single handicapped parking space adjacent to 549 Hillside Street (on the west side of Hillside Street) beginning at a point 642 feet north of the northwest corner of Hillside Street and Edgewater Avenue proceeding north a distance of 22 feet.

Section II: In all other respects, the terms, conditions and provisions of Section 375-52 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Mayor Suarez

RESOLUTION NO. 80-2022

WHEREAS, During Black History Month, we celebrate the many achievements and contributions made by African Americans, honor the legacies of generations past and confront those injustices that exist even today; and

WHEREAS, the 2022 national theme for the observance is “Black Health and Wellness”, noting that in the 95 year history, it could not be more appropriate as African Americans have suffered disproportionately from COVID-19 more than any other group of Americans; and

WHEREAS, we must make time to acknowledge the health disparities that affect the African American quality of life and celebrate the strides made through their contributions to both medical and scientific innovation; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to address racism and build a society that lives up to its democratic ideals; and

WHEREAS, all members of the nation are affected by black history because it is our collective American history, which should be celebrated by everyone; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield, do hereby proclaim February 2022 to be Black History Month and encourage our citizens to continue efforts to create a world that is more just, peaceful and equitable for all.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 81-2022

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, 2022 through December 31, 2022.

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
D&B Engineers and Architects
Neglia Engineering Associates
Suburban Consulting Engineers
Matrix New World Engineering

SPECIAL COUNSEL

Waters McPherson McNeill
Wiss & Bouregy, P.C.

ALTERNATE ENVIRONMENTAL CONSULTANT
Matrix New World Engineering

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 82-2022

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 2022; and

WHEREAS, McNerney & Associates, Inc. 266 Harristown Rd, # 301, Glen Rock, NJ 07452 was previously appointed Borough Appraiser to the Borough of Ridgefield for calendar year 2021; 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 the Account Number 01-2010-20-1502-028 in an amount not to exceed \$20,000.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, 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 Mc Nerney & Associates, Inc., 266 Harristown Road, Suite 301, Glen Rock, New Jersey, hereinafter called the "APPRAISER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Mc Nerney & Associates, Inc. as Borough Appraiser for calendar year 2021; 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 2022, 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 between \$1,000,001 to \$2,500,000 \$2,500

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

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

McNERNEY & ASSOCIATES, INC.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 83-2022

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 2022; and

WHEREAS, Wielkotz & Company, LLC was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2021; 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 the Account Number 01-2010-20-1312-001 in an amount not to exceed \$32,000 and from the Account Number 01-2010-20-1302-028 in an amount not to exceed \$16,000, The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH AUDITOR

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Wielkocz & 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 Wielkocz & Company, LLC as Borough Auditor for calendar year 2021; 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 2022, 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 Wielkocz & 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)	\$32,000
Assistance in Preparation of Budget (not to exceed)	\$7,000
Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	\$6,375

Preparation of Official Statements (for bond sales)	\$25,000
Preparation of Official Statements (for note sales)	\$12,500
Secondary Market Disclosure Documents	\$3,500

Hourly Rates:

Partners:	\$160-\$200 per hour
Senior Manager	\$150-\$175 per hour
Managers:	\$135-\$150 per hour
Senior Accountants/Supervisors:	\$100-\$125 per hour
Staff Accountants:	\$85-\$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

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WIELKOTZ & COMPANY, LLC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 84-2022

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

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

WHEREAS, a duly constituted evaluation committee recommended that Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP, 865 Broad Avenue, Ridgefield, NJ 07657 be awarded the professional services contract to serve as the Borough Attorney for calendar year 2022; and

WHEREAS, Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2021; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Basile Birchwale & Pellino, LLP as required by law.
2. This contract is awarded for the following reasons: There is a need for a Borough Attorney within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Borough Attorney.
3. 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 Account Number 01-2010-20-1562-001 in an amount not to exceed \$48,000.00 and 01-2010-20-1562-026 in an amount not to exceed \$35,000.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ATTORNEY

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

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Stephen F. Pellino, Esq. of Basile Birchwale & Pellino, LLP as Borough Attorney for calendar year 2021; 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 2022, or until her/his successor qualifies. The ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ATTORNEY shall perform all legal services for the BOROUGH as assigned by the Mayor and Council, and will interface with other attorneys engaged by the BOROUGH to handle specialized areas, such as tax appeal attorney, labor attorney and bond counsel.
3. **PAYMENT FOR SERVICES:** The ATTORNEY'S fees for work performed will be divided into two categories. The ATTORNEY shall receive a retainer of \$46,800 per annum payable in biweekly or other regular installments. The retainer amount shall include compensation for the following categories of legal work to be performed by the ATTORNEY: attendance at all regular and specially scheduled Mayor and Council meetings; preparation of routine ordinances and resolutions, except as specified below; availability for and consultation with, both telephonic and in person, with individual members of the Mayor and Council and such administrative personnel as the Mayor and

Council shall authorize and routine interfacing with special labor counsel and tax appeal counsel. In addition, the ATTORNEY shall be compensated on an hourly basis at the rate of \$125 per hour for *all other legal work including but not limited to* the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned by the Mayor and Council; participation in regulatory matters assigned by the Mayor and Council including but not limited to the Council on Affordable Housing or such other and further entities as may be created or determined by statute regarding the necessity to provide low and middle income housing pursuant to law and applications before the BCUA that the Mayor and Council assign to the Borough Attorney; participation in redevelopment issues; and the drafting of ordinances of a non-routine nature, such as amendments to significant portions of the Borough's zoning code or other code sections. The parties agree that the ATTORNEY may have other partners in the law firm of Basile Birchwale & Pellino, LLP perform services in connection with this agreement. The ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

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

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

BASILE BIRCHWALE & PELLINO, LLP

WITNESS:

DATE:

By:_____
Stephen F. Pellino, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 85-2022

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 (f/k/a Maser Consulting, Inc.) 400 Valley Road, Suite 304, Mount Arlington, New Jersey be awarded the professional services contract to serve as the Borough Engineer for calendar year 2022; and

WHEREAS, Colliers Engineering & Design was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2021; 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 the Account Number 01-2010-20-1652-001 in an amount not to exceed \$22,800.00 and 01-2010-20-1652-003 in an amount not to exceed \$10,000.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH ENGINEER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Colliers Engineering & Design (f/k/a Maser Consulting, Inc.), 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 Maser Consulting, Inc. (formerly Maser Consulting P.A.) as Borough Engineer for calendar year 2020; 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 2022, 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 base retainer of \$1,900 per month for providing 23 hours 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:

Borough Engineer:	\$140.00
Licensed Professional:	\$125.00
Senior Designer:	\$110.00
Senior Construction Inspector:	\$105.00
Construction Inspector:	\$90.00
Technician:	\$80.00
Survey Crew (2 person):	\$160.00

5. ENGAGING OTHERS: Nothing in this agreement shall prohibit the BOROUGH from engaging other engineers for specific matters if in the opinion of the Mayor and Council such is necessary.
6. FAIR AND OPEN PROCESS: This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, 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

ATTEST:

Anthony R. Suarez, Mayor

Linda M. Silvestri, Borough Clerk

COLLIERS ENGINEERING & DESIGN

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 86-2022

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 2022; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2021; 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, 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 2021; 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 2022, 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.

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ALAMO INSURANCE GROUP, INC.

WITNESS:

DATE:

By: _____
Luis Alamo, President

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 87-2022

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 2022; and

WHEREAS, DMR Architects was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2021; 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PLANNER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and 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 2021; 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 2022, or until her/his successor qualifies. The PLANNER hereby accepts such engagement and agrees to provide the services required under this agreement.

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

3. **PAYMENT FOR SERVICES:** The PLANNER'S fees for work performed shall be billed and payable on at the hourly rate of \$135. The PLANNER shall submit appropriate vouchers on a periodic basis for all such services.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other planners for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, 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

Anthony R. Suarez, 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 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 88-2022

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 2022; and

WHEREAS, Ellas Environmental was previously appointed Environmental Consultant to the Borough of Ridgefield for calendar year 2021; 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 the Account Number 01-2010-20-1652-003 in an amount not to exceed \$15,000.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

 Anthony R. Suarez, 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 2021; 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 2022, 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	\$125.00
NJ Licensed Site Remediation	\$120.00
Project Manager/Principal Environmental Specialist	\$115.00
Project Scientist II	\$85.00
Project Scientist I	\$70.00
CAD Operator	\$100.00
Survey Crew – 2 Person	\$150.00

Geophysical Technician	\$110.00
Administrative Support	\$55.00
Court Testimony (4 hours min.)	\$125.00
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

Anthony R. Suarez, 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 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 89-2022

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 2022; and

WHEREAS, Millennium Strategies, LLC was previously appointed Grant Writer to the
Borough of Ridgefield for calendar year 2021;

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 \$37,200;

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 the Account Number 01-2010-20-1302-199 in an amount not to exceed \$37,200.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, 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 2021; 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 2022, 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 \$37,200 payable in monthly installments of \$3,100.
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

Anthony R. Suarez, 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 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 90-2022

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 2022; and

WHEREAS, Cleary Giacobbe Alfieri Jacobs, LLC was previously appointed Special
Labor Attorney to the Borough of Ridgefield for calendar year 2021; 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 the Account Number 01-2010-20-1562-048 in an amount not to exceed \$50,000.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, 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 2021; 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 2022, 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 \$125.00 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

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

CLEARY GIACOBBE ALFIERI
JACOBS, LLC

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 91-2022

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 Robert A. Ferraro Esq., of the Bruno and Ferraro, Counselors at Law, 301 Route 17 North, Suite 211, Rutherford, New Jersey be awarded the professional services contract to serve as the Rent Leveling Attorney for calendar year 2022; and

WHEREAS, Robert A. Ferraro, Esq., of Bruno and Ferraro, Counselors at Law was previously appointed Rent Leveling Attorney to the Borough of Ridgefield for calendar year 2021; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Robert A. Ferraro Esq., of the Bruno and Ferraro, Counselors 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 Robert A. Ferraro Esq., of the Bruno and Ferraro, Counselors at Law 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 the Account Number 01-2010-20-1012-036 in an amount not to exceed \$6,000.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, 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 Robert A. Ferraro Esq., of the Bruno and Ferraro, Counselors at Law, having offices at 301 Route 17 North, Suite 211, Rutherford, New Jersey, hereinafter called the "RENT LEVELING ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Robert A. Ferraro Esq., of the Bruno and Ferraro, Counselors at Law as RENT LEVELING ATTORNEY for calendar year 2021; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the RENT LEVELING ATTORNEY for professional services as 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 2022, 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 the sum of \$6,000 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

ATTEST:

Anthony R. Suarez, Mayor

Linda M. Silvestri, Borough Clerk

ROBERT A FERRARO, ESQ.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 92-2022

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 2022; and

WHEREAS, Waters, McPherson, McNeill, PC, 300 Lighting Way # 7, Secaucus, NJ 07094 was previously appointed Tax Appeal Attorney to the Borough of Ridgefield for calendar year 2021; 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 the Account No. 01-2010-20-1562-187 in an amount not to exceed \$30,000.00. The funds are available in the 2022 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
Castelli				
Penabad				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
TAX APPEAL ATTORNEY

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Waters, McPherson, McNeill, PC, having offices at 300 Lighting Way, 7th Floor, 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 2021; 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 2022, 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

ATTEST:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

WATERS, MCPHERSON, MCNEILL, P.C.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 93-2022

WHEREAS, ELITE TITLE GROUP, LLC on behalf of Amelia Cafiero's surviving tenant, have deposited a check in the amount of \$10,751.47 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 21-008, Block 2703 Lot 6, further known as 467 Shaler Boulevard, sold to US BANK CUST ACTLIEN and whereas \$50,000.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$10,751.47 from the Suspense Account and a check for \$50,000.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$10,751.47 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$50,000.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to: US BANK CUST ACTLIEN and be mailed to 50 S. 16th St. Ste. 2050, Philadelphia, PA 19102.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilwoman Larkin

RESOLUTION NO. 94-2022

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

JOSEPH DANIELS

be appointed to the Recreation Commission for the remainder of calendar year 2022.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

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

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 14, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 95-2022

BE IT RESOLVED, that warrants totaling **\$4,136,418.62**
be drawn on the following accounts:

CURRENT	\$3,483,891.45
TRUST	\$52,790.64
CAPITAL	\$599,166.53
POOL	\$570.00
TOTAL	\$4,136,418.62

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk