

BOROUGH OF RIDGEFIELD

A G E N D A

Work Session, Executive Session and Regular Meeting of the Mayor and Council

Date: January 25, 2021

Open Public Meetings Statement by Mayor Suarez

Work Session: 6:00 P.M. C.T.O.: Adjourn:

- Presentation by Syncarpha Capital, LLC – Bell Drive Solar Project

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-WORK SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Penabad		
Shim		
Jimenez		
Kontolios		
Larkin		

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Penabad		
Shim		
Jimenez		
Kontolios		
Larkin		

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Penabad		
Shim		
Jimenez		
Kontolios		
Larkin		

Introduction of Ordinance No. 2403 entitled, “AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 390 OF THE BOROUGH CODE TO IMPLEMENT AFFORDABLE HOUSING”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2404 entitled, “AN ORDINANCE AMENDING CHAPTER 375-5, NO PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

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

71-2021	Mayor Suarez	Appoint Fund Commissioner to the Public Alliance Insurance Coverage Fund
72-2021	Councilman Jimenez	Department Head Salary Increase
73-2021	Councilman Kontolios	Approve 12.39 Special Ruling –Safargar & Sons
74-2021	Councilman Kontolios	Appoint Per Diem CSOs
75-2021	Councilman Castelli	Authorize Maser Proposal-Professional Engineering Services for Tier A Municipal Storm Sewer Systems and NJ Pollutant Discharge Elimination System Permit – Task 1 and 2
76-2021	Councilman Kontolios	Bergen County Mutual Aid and Rapid Deployment
77-2021	Councilman Castelli	Hire Full Time Certified Automotive Mechanic
78-2021	Councilman Jimenez	Redemption of Tax Lien #19-005
79-2021	Councilman Castelli	Endorse Bergen County Community Development Project-Bryant Place
80-2021	Councilman Jimenez	Professional Service Agreement-Appraiser
81-2021	Councilman Jimenez	Professional Service Agreement-Auditor
82-2021	Councilman Jimenez	Professional Service Agreement-Borough Attorney
83-2021	Councilman Jimenez	Professional Service Agreement-Borough Planner
84-2021	Councilman Jimenez	Professional Service Agreement-Borough Engineer
85-2021	Councilman Jimenez	Professional Service Agreement-Environmental Consultant
86-2021	Councilman Jimenez	Professional Service Agreement-Grant Writer
87-2021	Councilman Jimenez	Professional Service Agreement-Insurance Agent/Risk Manager
88-2021	Councilman Jimenez	Professional Service Agreement-Labor Attorney
89-2021	Councilman Jimenez	Professional Service Agreement-Public Defender
90-2021	Councilman Jimenez	Professional Service Agreement-Rent Leveling Attorney
91-2021	Councilman Jimenez	Professional Service Agreement-Tax Appeal Attorney
92-2021	Councilman Jimenez	Professional Service Agreement-Tenant Advocate

93-2021

Councilman Jimenez

Qualified Vendors

COUNCIL VOTE

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

RESOLUTIONS:

94-2021

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 January 25, 2021

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Castelli

ORDINANCE NO. 2403

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

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 390 OF THE
BOROUGH CODE TO IMPLEMENT AFFORDABLE HOUSING”

introduced on the 25th day of January, 2021, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 22nd day of February, 2021 at 7:00 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council to be held by Zoom.us via computer <https://us02web.zoom.us/j/84107778874> or via phone 1-929-205-6099 US (New York), Meeting ID: 841 0777 8874 and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Castelli

ORDINANCE NO. 2403

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 390 OF THE
BOROUGH CODE TO IMPLEMENT AFFORDABLE HOUSING”

WHEREAS, pursuant to *N.J.S.A. 40:55D-62b*, the Mayor and Council of the Borough of Ridgefield are authorized and empowered to adopt and amend the zoning ordinance of the Borough of Ridgefield; and

WHEREAS, the Borough further recognizes the continuing need for and its responsibility to maintain its efforts in creating affordable housing within the Borough consistent with the “Fair Housing Act”, P.L. 1985, c 222 (C-52:27D-301 et seq.); and

WHEREAS, the Borough’s settlement of its affordable housing litigation requires that it amend its zoning ordinance in conformity with the terms and provisions of that settlement agreement; and

WHEREAS, the within ordinance is consistent with the Borough’s obligations under that settlement; and

WHEREAS, the Mayor and Council deem it in the best interests of the Borough to amend the zoning ordinance and adopt the regulations set forth herein to address such efforts;

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

Section I.

The existing language of §390-39.3 of the Code of the Borough of Ridgefield be, and hereby is, deleted in its entirety and replaced with the following:

§390-39.3. C Commercial Zone.

Section 1. Objectives.

A. Objectives. It is the purpose of the C Commercial Zone to provide for the development and redevelopment needs of the one-lot-deep strip commercial areas so zoned in such a manner as to encourage containment and curb the further extension of strip commercial uses and to facilitate the construction of affordable housing.

Section 2. Applicability.

A. This zoning amendment is applicable to all the lots zoned as C Commercial District in the Borough of Ridgefield.

B. All developments with a residential component are subject to the Borough's Affordable Housing Ordinance, §115-1, et seq., regarding affirmative marketing, bedroom distribution, accessibility requirements, maximum rents and sales prices, occupancy standards, deed restrictions, and phasing.

C. To the greatest extent possible, affordable housing units being provided within inclusionary developments shall be disbursed throughout inclusionary developments and shall be located within buildings designed to be architecturally indistinguishable from the market-rate units otherwise being constructed within the development. To that end, the scale, massing, roof pitch and architectural detailing (such as the selection of exterior materials, doors, windows, etc.) of the buildings containing the affordable housing units shall be similar to and compatible with that of the market-rate units.

Section 3. Uses.

A. Permitted Uses. In the C Commercial Zone District, no building or premises shall be used and no building or part of a building shall be erected, constructed or altered which shall be arranged, intended or designed to be used for any purpose other than the following uses:

1. Professional, business and governmental offices.
2. Banks, savings-and-loan institutions, mortgage company offices, brokerage houses and other investment-related offices.
3. Stores, shops, and similar commercial uses for retail merchandising.
4. Restaurants. Restaurants and other eating and drinking establishments wherein food and drink are consumed within the principal building. Such uses shall not be interpreted to include and are hereby defined to exclude drive-in restaurants or refreshment stands, commonly called "fast-food" establishments, including but not limited to snack bars, dairy bars, hamburger stands or hot dog stands or similar uses where customers and patrons are served food, soft drinks or ice cream primarily for their immediate consumption outside the confines of the building or structure in which the business is conducted.
5. Barbershops, beauty parlors and similar service establishments.
6. Multistory garage structures.
7. Multi-Family residential uses above the first story with a minimum 20% affordable housing set-aside.

B. Conditionally Permitted Uses. None.

C. Permitted Accessory Uses.

1. Accessory uses and structures customarily incidental to the principal permitted use.
2. Signs.
3. Parking decks and garages to house delivery trucks or other commercial vehicles when accessory to a permitted nonresidential use.

D. Prohibited Uses.

1. Fabricating, assembling or manufacturing.
 2. Wholesaling or warehousing.
 3. Residential uses.
 4. Poolrooms, billiard rooms or parlors as defined in Ordinance No. 723, adopted on May 21, 1963, [2] and so-called “teenage” lounges, dance halls, establishments and/or clubs for minors, operated for commercial gain or profit.
- [2] Editor’s Note: See Ch. 306, Poolrooms.
5. Fast-food establishments, including but not limited to drive-in restaurants, snack bars, dairy bars, hamburger, hot dog, root beer or ice cream stands; and diners and lunch wagons.
 6. Used or new car dealerships.

Section 4. Bulk Regulations:

1. Minimum Lot Area: 5,000 SF
2. Minimum Lot Width: 50’
3. Minimum Lot Depth: 100’
4. Minimum Front Yard: 20’
5. Minimum Side Yard abutting single- or two-family: 20’
6. Minimum Side Yard, other: 10’
7. Minimum Rear Yard abutting single- or two-family: 20’
8. Minimum Rear Yard, other: 5’
9. Maximum Building Coverage: 80%
10. Maximum Impervious Coverage: 90%
11. Maximum Building Height: 3 residential stories/35’

- a. Parking levels used exclusively for the storage of motor vehicles shall not be counted as part of the number of stories permitted, not to exceed one story of parking.
12. Density: 30 du/ac for properties abutting Bergen Boulevard
25 du/ac for those properties abutting Grand Avenue
13. Minimum Landscaped Area: 10%

Section 5. Parking Requirements.

A. Off-Street Parking Requirements.

1. Commercial or Personal Service Establishments.
 - a. Food markets and supermarkets shall have one space per 150 square feet of gross floor area.
 - b. Delicatessens and bakeries shall have one space per 250 square feet of gross floor area.
 - c. Barbershops and beauty shops shall have three spaces for each beautician and barber or one space for each 150 square feet of gross floor area, whichever is greater.
 - d. Other commercial or personal service uses not specifically listed elsewhere in this section shall have one space for each 200 square feet of gross first-floor area, plus one space for each 300 square feet of additional gross floor area.
2. Mortuary or Funeral Home. At least one parking space for each five seats in the chapel, one additional space for each residential family residing on premises and one additional space for each funeral vehicle.
3. Offices.
 - a. Business and governmental offices shall have one space for each 300 square feet of net office space.
 - b. Medical or dental practitioner's office. Each office shall provide at least five spaces for each professional person occupying or using each office, plus an additional space for each employee on site.
 - c. Other professional offices shall have one space for each employee, plus one space for each 250 square feet of net office space or part thereof.
4. Restaurants, taverns and inns shall have one space for each three seats, plus one space for each two employees.
5. Private clubs shall have at least one space for 100 square feet of gross floor space.
6. Publicly owned or operated buildings and uses, such as a library, museum or post office, shall have at least one space for each 100 square feet of gross floor space for each three seats whichever is greater.
7. Residential Uses: RSIS standards.
8. For uses not listed above, required parking spaces shall be according to the category which most nearly approximates each particular use as determined by the Planning Board.

9. The parking requirements for professional or other office uses shall be met within 100 feet of the site. The Planning Board shall review all off-street parking plans as provided in the Site Plan Review Ordinance, [3] but in no case shall off-street parking be provided off site without Planning Board approval, nor shall parking standards be less than those specified in the off-street parking requirements of the Borough of Ridgefield.

Section 6. Loading Requirements.

A. Off-Street Loading Requirements. For any building erected hereafter in the C Commercial Zone, off-street loading spaces shall be provided in such amount and manner that all loading and unloading operations will be conducted entirely within the boundaries of the lot concerned, and no vehicle or conveyance shall in any manner use public streets, sidewalks or rights-of-way for loading or unloading operations, other than for ingress and egress to the lot. Every office structure in excess of 20,000 square feet or gross floor area shall provide, at the side or rear of the structure, a minimum of one off-street loading space, 15 feet by 30 feet, subject to Planning Board approval. There shall be no loading or unloading from the street in the C Commercial Zone District.

B. Screening of Parking and Loading Areas. In the C Commercial Zone, all parking areas and loading and unloading areas in conjunction with an office or business use shall be screened from adjacent residential districts and parks by a hedge, fence or wall at least six feet in height or other protective device as approved by the Planning Board.

Section 7. Signs.

A. All signs in the C Commercial Zone District shall be in full compliance with the requirements of §390-18, this section and all other sign ordinances of the Borough of Ridgefield; however, the sign requirements shall be read together and the requirements shall be construed in the most restrictive manner.

B. Billboards or off-site advertising signs shall be prohibited in the C Commercial Zone. For purposes of this section, a “billboard” shall be defined as a commercial advertising sign or structure which advertises a business, product or service not on or offered on the premises on which the subject is located.

C. No site plan shall be approved where a preexisting billboard is to remain after redevelopment.

D. Where a building is set back from the street line a distance of 20 feet or more, not more than one freestanding ground sign containing a total surface display area of not more than 18 square feet may be erected. Such ground signs shall not be more than 12 feet above the center-line grade elevation of the nearest street and shall only be located in the front yard.

Section 8. Supplemental Regulations.

A. Landscaped Open Space Area. In order to provide for much needed pervious areas for drainage purpose in the C Commercial Zone District, a minimum of 10% of total lot areas shall be maintained in lawns, gardens or buffer strips, subject to site plan approval.

B. Planted Buffer Strip. Where a lot in a C Commercial Zone District abuts a lot in any residential district, there shall be provided along such lot lines on such business lot a planted buffer strip at least 10 feet wide, and said strip shall not be utilized for roadway or parking and shall be landscaped and planted so as to create an effective evergreen visual screen.

C. Sight Rights.

1. Visibility at Intersections. On a corner lot in any C Commercial Zone District, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of 2 ½ feet and 10 feet above the center-line grades of the intersecting streets in the area bounded by the street lines of such corner lots and a line joining points along said line 30 feet from the point of intersection, nor shall a principal structure be located less than 20 feet from the side street line. All sight rights, where applicable, shall be subject to County of Bergen and Department of Transportation approvals.

D. Site Plan Approval. Site development plan approval in accordance with Part 4, Site Plan Review, of this Chapter shall be required prior to the issuance of building permits for the erection of all permitted and conditionally permitted uses and structures. Such approval shall also be required prior to the issuance of a certificate of occupancy for a change of use of a permitted or conditionally permitted use.

Section 9. Regulations Regarding Certain Uses.

A. Gun Shops. Businesses which offer for sale or rental guns, rifles, ammunition for guns and rifles and other weaponry must meet the following conditions and standards:

1. Said businesses may not be located within 100 feet of the property of any public or private school.
2. Such businesses may not be located within 100 feet of the property of any church, synagogue or other house of worship.
3. If the business is located within 1,000 feet of a public or private school, church, synagogue or other house of worship, or within 1,000 feet of residential zone, then said business may not display pictures or other depictions of guns, rifles, ammunition or other weaponry so as to be visible to pedestrians or passersby from the street, sidewalk or other public way adjacent to the premises.
4. The guns, rifles, ammunition and other weaponry are stored and maintained in cases, containers, or display cases that are locked and secured by devices that are suitable for same.
5. Site plan approval is received from the Planning Board.

Section II. Other Provisions Superseded.

In the event of any inconsistency between the provisions of this section and any other section of Chapter 390, the provisions of this section shall prevail.

Section III. Planning Board Review.

Upon approval of this Ordinance upon First Reading by the Mayor and Council of the Borough of Ridgefield, this Ordinance shall be transmitted to the Planning Board for its review and recommendation.

Section IV. Severability.

If any provisions or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State Law, or otherwise invalid by any court or competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.

Section V. Effective Date.

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

Section VI. Repeal of Inconsistent Ordinances.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Kontolios

ORDINANCE NO. 2404

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 375-5, NO PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 25th day of January, 2021, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 8th day of February, 2021 at 7:00 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council to be held by Zoom.us via computer <https://us02web.zoom.us/j/84107778874> or via phone 1-929-205-6099 US (New York), Meeting ID: 841 0777 8874 and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Kontolios

ORDINANCE NO. 2404

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

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

Section I. Chapter 375-5 be and hereby is amended by adding the following no parking areas:

On the easterly side of Ridge Court beginning at a point 55 feet south from the point where said eastern curb line of Ridge Court intersects with the southern curb line of Columbia Avenue and continuing in a southerly direction along Ridge Court a distance of 17.5 feet to 72.5 feet where said eastern curb line intersects with the northern edge of a private driveway entrance.

Section II. This ordinance shall take effect upon final publication according to law.

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting November 23, 2020

Presented by Mayor Suarez

RESOLUTION NO. 71-2021

BE IT RESOLVED by the Borough of Ridgefield, County of Bergen, State of New Jersey that it hereby appoints:

FRANK ELENIO as the Fund Commissioner

and

ISABELLE MEURER as the Alternate Fund Commissioner

for the Public Alliance Insurance Coverage Fund; and

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded to Frank Elenio, Isabelle Meurer and Public Alliance Insurance Coverage Fund.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Ridgefield on the 25th day of January, 2021.

Linda M. Silvestri, Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 72-2021

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that salary increases of 2% be granted to the Borough Administrator/Director of Parks and Recreation/Pool Director, Superintendent of DPW, Municipal Court Administrator, Program Director, Fire Sub-code Official, Housing Inspector, Zoning Official, Electrical Sub-Code Official and Plumbing Sub-Code Official effective January 1, 2021.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Kontolios

RESOLUTION NO. 73-2021

WHEREAS, a Special Ruling to Permit Renewal of Inactive Liquor License was applied for by Safargar& Sons LLC; and

WHEREAS, the Division of Alcoholic Beverage Control has granted said Permit for the 2020-2021 and 2021-2022 License Terms pursuant to N.J.S.A. 33.1-12.39;

NOW, THEREFORE, BE IT RESOLVED that Plenary Retail Consumption License No. 0249-33-003-0013 be issued to Safargar& Sons LLC, pursuant to an Act of Legislature of the State of New Jersey, entitled "AN ACT CONCERNING ALCOHOLIC BEVERAGES" passed December 6, 1953 and amendments thereto, and the Borough Ordinance 498 entitled, "AN ORDINANCE CONCERNING ALCOHOLIC BEVERAGES" adopted July 2, 1946, and amendments thereto. Said license to expire June 30, 2021.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Kontolios

RESOLUTION NO. 74-2021

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

MARCIN BEDNARZ

and

ELLIOT SOTO

be appointed as Per-Diem Community Service Officers at the hourly rate of \$16.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Castelli

RESOLUTION NO. 75-2021

WHEREAS, there is a need for Professional Engineering Services regarding the Tier A Municipal Storm Sewer Systems and New Jersey Pollutant Discharge Elimination System permit within the Borough of Ridgefield; and

WHEREAS, Maser Consulting, P.A., 400 Valley Road, Suite 304, Mount Arlington, NJ 07856, has submitted a proposal dated October 8, 2020 for such Services; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to award Task 1.0, Annual Report and Permit updates; and Task 2, Ordinance and Operational Updates outlined in the proposal submitted of the Professional Services Agreement with Maser Consulting, P.A. for Professional Engineering Services for an amount not to exceed \$20,000.00.

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 Professional Services Agreement with Maser Consulting, P.A. as required by law.
2. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

BE IT FURTHER RESOLVED, that funding is available in the 2020 budget in account 01-2030-20-1652-003 in the amount not to exceed \$8,000.00 and account 01-2030-20-1652-004 in an amount not to exceed \$12,000.00 as certified by the Chief Financial Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Kontolios

RESOLUTION NO. 76-2021

WHEREAS, the police departments in Bergen County have a day to day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order; and

WHEREAS, Law Enforcement Officials also have a responsibility to provide for preparedness against natural emergencies, such as floods, hurricanes, earthquakes, major Storms, etc., man-made causes, civil unrest, and civil disobedience such as riots, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, terrorist incidents and bombings, state and national emergencies; and

WHEREAS, the Bergen County Police Chief's Association has proposed a Mutual Aid Plan and Rapid Deployment Force to deal with these emergencies; and

WHEREAS, this plan is adopted in accordance with the provision of N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1, N.J.S.A. 40A:14-156.4 and N.J.S.A. App: 9-40.6; and

WHEREAS, this Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property; and

WHEREAS, it is also recognized that the Borough of Ridgefield Chief of Police, in accordance with the provisions of N.J.S.A. 40A:14-118 and under the authority of the Bergen County Prosecutor, has the authority to assign officers to a Task Force, Rapid Deployment Team, or Regional SWAT Team operated in conjunction with the Bergen County Prosecutor's Office; and

WHEREAS, it is the desire of the Mayor and Council of the Borough of Ridgefield to participate in a Mutual Aid Plan and Rapid Deployment Force in accordance with the Plan submitted by the Bergen County Police Chief's Association.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and council of the Borough of Ridgefield that the Police Department of Ridgefield under the direction of Thomas J. Gallagher, Chief of Police, cooperate with the Bergen County Police Chief's Association to create an Interlocal Services Agreement with all the municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force: and

BE IT FURTHER RESOLVED that a certified to be true copy of this Resolution be forwarded to Thomas J. Gallagher, Ridgefield Police Chief.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Ridgefield on the 25th day of January, 2021.

Linda M. Silvestri, Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Castelli

RESOLUTION NO. 77-2021

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

BERNARDO ACOSTA

be hired as full time Certified Automotive Mechanic for the Department of Public Works at the annual salary of \$48,000.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 78-2021

WHEREAS, John Coleman, also known as 588 Abbott Ave, LLC have deposited a check in the amount of \$20,718.82 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 19-005, Block 2102 Lot 24, further known as 588 Abbott Avenue, sold to PAM INVESTORS and whereas \$15,100.00 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 \$20,718.82 from the Suspense Account and a check for \$15,100.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$20,718.82 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$15,100.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to PAM INVESTORS and be mailed to 127 S. Washington Ave., Bergenfield, New Jersey 07621.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Castelli

RESOLUTION NO. 79-2021

WHEREAS, a Bergen County Community Development grant of \$110,825.00 has been proposed by the Borough of Ridgefield for the *Bryant Place Project* in the municipality of the Borough of Ridgefield, and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body, and

WHEREAS, the aforesaid project is in the best interest of the people of the Borough of Ridgefield, and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid CD funds.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield hereby confirms endorsement of the aforesaid project, and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Director of the Bergen County Community Development Program so that implementation of the aforesaid project may be expedited.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 80-2021

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 2021; 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 2020; 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 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 McNerney & Associates, Inc., 266 Harristown Road, Suite 301, Glen Rock, New Jersey, hereinafter called the "APPRAISER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed McNerney & Associates, Inc. as Borough Appraiser for calendar year 2020; 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 2021, or until her/his successor qualifies. The APPRAISER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The APPRAISER shall perform all appraisal and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the APPRAISER and all matters which by law and/or tradition should be referred to and handled by the APPRAISER.
3. **PAYMENT FOR SERVICES:** The APPRAISER'S fees for work performed shall be billed and payable on at the hourly rate of \$100.00 for court time and conference time. The compensation proposal outlining fees for preparation of appraisals is as follows:

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

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

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

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

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

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

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

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

McNERNEY & ASSOCIATES, INC.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 81-2021

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 Wielkocz & Company, LLC, 401 Wanaque Ave., Pompton Lakes, NJ 07442 be awarded the professional services contract to serve as the Borough Auditor for calendar year 2021; and

WHEREAS, Wielkocz & Company, LLC was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2020; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Wielkocz & 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 Wielkocz & 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 \$30,000 and from the Account Number 01-2010-20-1302-028 in an amount not to exceed \$18,000, The funds are available in the 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 Wielkotz & Company, LLC, having offices at 401 Wanaque Avenue, Pompton Lakes, New Jersey, hereinafter called the "BOROUGH AUDITOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Wielkotz & Company, LLC as Borough Auditor for calendar year 2020; 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 2021, or until her/his successor qualifies. The BOROUGH AUDITOR hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** See attached schedule consisting of 3 pages from Wielkotz & Company, LLC as attached hereto and incorporated herein.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay BOROUGH AUDITOR for services rendered by BOROUGH AUDITOR for services rendered pursuant to this agreement the fees generated at the hourly rates of the personnel of BOROUGH AUDITOR as listed below, with the following estimates of total fees for assignment:

Examination of Financial Statements (including Federal and State Grants, Trust, Capital and Swim Pool Utility Funds)	\$30,000
Assistance in Preparation of Budget (not to exceed)	\$7,000

Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	\$5,250
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
Managers:	\$135-\$150 per hour
Senior Accountants/Supervisors:	\$100-\$125 per hour
Staff Accountants:	\$85-\$95 per hour
Administrative:	\$70 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 January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 82-2021

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 2021; and

WHEREAS, Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2020; 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 \$46,800.00 and 01-2010-20-1562-026 in an amount not to exceed \$35,000.00. The funds are available in the 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 2020; 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 2021, 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.
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 ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
 - B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the ATTORNEY agrees to comply fully with the terms, provisions and obligations of said regulation.
7. **RIGHT TO RESCIND:** The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the ATTORNEY'S services are not performed satisfactorily in accordance with this contract.
8. **COUNTERPARTS:** The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

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

DATE:

BOROUGH OF RIDGEFIELD

ATTEST:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BASILE BIRCHWALE & PELLINO, LLP

WITNESS:

DATE:

By:_____
Stephen F. Pellino, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 83-2021

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 2021; and

WHEREAS, DMR Architects was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2020; 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 2020; 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 2021, 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 January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 84-2021

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 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 2021; and

WHEREAS, Maser Consulting, P.A. was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2020; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Maser Consulting, Inc. 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 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 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 2021, 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

MASER CONSULTING, INC.

WITNESS:

DATE:

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 85-2021

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 2021; and

WHEREAS, Ellas Environmental was previously appointed Environmental Consultant to the Borough of Ridgefield for calendar year 2020; 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 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 2020; 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 2021, 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 ENVIROMENTAL 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 January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 86-2021

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 2021; and

WHEREAS, Millennium Strategies, LLC was previously appointed Grant Writer to the
Borough of Ridgefield for calendar year 2020;

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 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 2020; 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 2021, 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 \$3,000.
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 January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 87-2021

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 2021; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2020; 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 2020; 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 2021, 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 January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 88-2021

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 2021; and

WHEREAS, Cleary Giacobbe Alfieri Jacobs, LLC was previously appointed Special Labor Attorney to the Borough of Ridgefield for calendar year 2020; 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 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 2020; 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 2021, 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 January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 89-2021

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

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

WHEREAS, a duly constituted evaluation committee recommended that Zare Khorozian, Esq., of Zare Khorozian Law, 220 Franklin Avenue, Cliffside Park, NJ 07601 be awarded the professional services contract to serve as the Public Defender for calendar year 2021; and

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Zare Khorozian, Esq. as required by law.
2. This contract is awarded for the following reasons: There is a need for a Public Defender within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law; the Borough did publish a request for qualifications to which the contract recipient responded; and the contract recipient was recommended by the Evaluation Committee of the Mayor and Council to be awarded the professional services agreement as Public Defender.
3. 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 03-2945 in an amount not to exceed \$4,800.00 The funds are available in the public Defender Trust fund 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				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH PUBLIC DEFENDER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgfield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Zare Khorozian, Esq., of Zare Khorzian Law, LLC, having offices at 220 Franklin Avenue, Cliffside Park, New Jersey, hereinafter called the "PUBLIC DEFENDER".

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the PUBLIC DEFENDER to serve as Borough PUBLIC DEFENDER for calendar year 2021, or until her/his successor qualifies. The PUBLIC DEFENDER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The PUBLIC DEFENDER shall perform all appropriate services on an as needed basis for the BOROUGH and its Municipal Court, including acting as defense attorney for those persons assigned to the PUBLIC DEFENDER by the Municipal Court.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the PUBLIC DEFENDER for services rendered pursuant to this agreement the sum of \$150 for each court session attended. The PUBLIC DEFENDER shall submit appropriate vouchers on a periodic basis for services rendered.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other public defenders for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, 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 PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

ZARE KHORZIAN, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 90-2021

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 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 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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, 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 2021, 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 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 RENT LEVELING ATTORNEY agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

ROBERT A FERRARO, ESQ.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 91-2021

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 2021; 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 2020; 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 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
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 2020; 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 2020, or until her/his successor qualifies. The TAX APPEAL ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The TAX APPEAL ATTORNEY shall perform all appropriate legal services in connection with tax appeals that are filed or are pending in connection with appeals of assessments on properties within the BOROUGH including matters before the Bergen County Board of Taxation and matters filed in the Tax Court of New Jersey.
3. **PAYMENT FOR SERVICES:** The TAX APPEAL ATTORNEY shall be paid at an hourly rate of \$90.00 for all legal work in the field of 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 January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 92-2021

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

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

WHEREAS, a duly constituted evaluation committee recommended that Wilfredo J. Ortiz, Esq., of Dario, Albert, Metz, Eyerman, Canda, Concannon, Ortiz &Krouse Attorneys at Law, 314 48th Street, Union City, New Jersey be awarded the professional services contract to serve as the Tenant Advocate for calendar year 2021; and

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

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

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

6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from the Account Number 01-2010-20-1012-040 in an amount not to exceed \$6,000.00 The funds are available in the 2021 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				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH
BOROUGH TENANT ADVOCATE

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

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

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

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

1. **ENGAGEMENT:** The BOROUGH hereby engages the TENANT ADVOCATE to serve as Borough TENANT ADVOCATE for calendar year 2021, or until her/his successor qualifies. The TENANT ADVOCATE hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The TENANT ADVOCATE shall perform all tasks related to tenant/landlord matters as assigned by the Mayor & Council of the Borough of Ridgefield.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the TENANT ADVOCATE for services rendered pursuant to this agreement the sum of \$100 per hour.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
6. **INCORPORATION OF CERTAIN PROVISIONS:**
 - A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the TENANT ADVOCATE agrees to fully comply with the terms, provisions and obligations of said

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

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

WITNESS:

DATE:

WILFREDO J. ORTIZ, ESQ.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 93-2021

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, 2021 through December 31, 2021.

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

REDEVELOPMENT ATTORNEY

McManimon Scotland Baumann LLC

SPECIAL PROJECTS ENGINEER

Boswell Engineering

D&B Engineers and Architects

Ellas Environmental

Remington & Vernick Engineers

Neglia Engineering Associates

Suburban Consulting Engineers

SPECIAL COUNSEL

Inglesino Webster

Waters McPherson

Cleary Giacobbe Alfieri Jacobs, LLC

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

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

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 25, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 94-2021

BE IT RESOLVED, that warrants totaling **\$914,450.80**
be drawn on the following accounts:

CURRENT	\$786,861.77
TRUST	\$62,274.20
CAPITAL	\$27,354.48
POOL	\$3,181.14
DOG LICENSE	\$12.00
COAH	\$2,320.00
UNEMPLOYMENT FUND	\$32,447.21
TOTAL	\$914,450.80

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk