

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: January 27, 2020

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to Executive Session: C.T.O.: 6:34 P.M. Adjourn: 6:35 P.M.

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

Executive Session: 6:30 P.M. C.T.O.: 6:35 P.M. Adjourn: 7:26 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:33 P.M. Adjourn: 7:57 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda: NONE

Correspondence:

ROLL CALL-PUBLIC SESSION

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

ROLL CALL-EXEC. SESSION

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

As advertised, hearing will be held on Ordinance No. 2378 entitled, “AN ORDINANCE AUTHORIZING AN EMERGENCY APPROPRIATION N.J.S. 40A:4-53”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call



- Andres Riveros  
9249 Kennedy Boulevard, North Bergen Company 1
- Lisandro Castano  
814 76<sup>th</sup> Street, North Bergen Company 1
- Romina Safargar  
952 Maple Avenue Company 1

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
Mayor Suarez				

**RESOLUTIONS:**

- 98-2020 Councilman Jimenez Warrants
- 99-2020 Councilman Jimenez Hire P/T Seasonal Clerical Employee-Elenio

**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 27, 2020

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

ORDINANCE NO. 2378

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

“AN ORDINANCE AUTHORIZING AN EMERGENCY APPROPRIATION N.J.S. 40A:4-53”

introduced on the 13<sup>th</sup> day of January, 2020, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 13, 2020

Presented by Councilman Jimenez

ORDINANCE NO. 2378

“AN ORDINANCE AUTHORIZING AN EMERGENCY APPROPRIATION N.J.S. 40A:4-53”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that pursuant to N.J.S. 40A:4-53 (Ch. 48, P.L. 1956 as amended, including Ch. 46, P.L. 2010 and Ch. 38, P.L. 1969) the sum of \$200,000 is hereby appropriated for A Reassessment of Real Property (as ordered by the Bergen County Board of Taxation) and shall be deemed a special emergency appropriation as defined and provided for in N.J.S. 40A:4-55.

The authorization to finance the appropriation shall be provided for in succeeding annual budgets by the inclusion of at least 1/5 of the amount authorized pursuant to this act (N.J.S. 40A:4-55).

BE IT FURTHER ORDAINED that this ordinance shall take effect at the time and in the manner provided by law.

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Silvestri,  
Borough Clerk

I, Linda Silvestri, Borough Clerk of the Borough of Ridgefield, do hereby certify the foregoing to be a true and correct copy of an ordinance adopted by the Mayor and Council at a meeting of said Mayor and Council held on January 27, 2020, and said ordinance was adopted by not less than a two-thirds vote of the members of the Mayor and Council.

---

Witness my hand and seal of the  
Borough of Ridgefield this 27<sup>th</sup> day  
of January, 2020

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Castelli

ORDINANCE NO. 2379

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

“AN ORDINANCE AMENDING ARTICLE I, PARKS AND OPEN SPACES, OF CHAPTER 293 OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 27<sup>th</sup> day of January, 2020, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 10<sup>th</sup> day of February, 2020 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Castelli

ORDINANCE NO. 2379

“AN ORDINANCE AMENDING ARTICLE I, PARKS AND OPEN SPACES, OF CHAPTER  
293 OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I:

Article I, Parks and Open Spaces, of Chapter 293 of the Code of the Borough of Ridgefield be and hereby is amended as follows:

Section 293-2, entitled Open Spaces, is amended by removing from the list of open spaces the following locations:

1. Lot next to Wolf’s Creek, located on Slocum Avenue off Shaler Boulevard; and
2. Five garages on Shaler Boulevard, across from the Nature Center; and
3. Park, located on Shaler Boulevard and Slocum Avenue; and
4. Community Gardens, located behind 5 garages off Shaler Boulevard, between Ray and Slocum Avenues
5. Ambulance Building Area, wooded, undeveloped area north of Ambulance Corps building and parking lot.

Section 293-2, entitled Open Spaces, is amended by substituting the below Location description for the existing description and changing the designation from Park to Recreational Facility:

Lot 3, Block 907 on the tax map of the Borough of Ridgefield, a lot lying on the southerly side of Slocum Avenue east of Shaler Boulevard.

Section 293-2, entitled Open Spaces, is amended by changing the designation of the below Location from Park to Recreational Facility:

Community Center Field, 725 Slocum Avenue (behind Community Center)

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 January 27, 2020

Presented by Councilman Castelli

RESOLUTION NO. 79-2020

WHEREAS, there is a need for Professional Survey Services regarding the site commonly known as the Meadowlands Field 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 January 16, 2020 for such Services; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to award a Professional Service Agreement with Maser Consulting, P.A. for Professional Survey Services for an amount not to exceed \$10,850.00.

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](http://www.ridgefieldnj.gov).

BE IT FURTHER RESOLVED, that funding is available in the CY2020 temporary budget in the Improvement Authorization 01-2010-20-1652-003 in an amount not to exceed \$10,850.00 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	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Castelli

RESOLUTION NO. 80-2020

WHEREAS, there is a need for Professional Engineering Design Services regarding the design and construction administration services regarding the Fiscal Year 2018 CDBG Roadway Improvements 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 January 16, 2020 for such Services; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to award a Professional Service Agreement with Maser Consulting, P.A. for Professional Engineering Design Services for an amount not to exceed \$16,250.00.

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

3. 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.
4. A notice of this action shall be printed in *The Record* and/or [www.ridgefieldnj.gov](http://www.ridgefieldnj.gov).

BE IT FURTHER RESOLVED, that funding is available in the CY2020 temporary budget in the Capital Improvement Authorization 04-2150-55-2325-001 in an amount not to exceed \$16,250.00 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	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Castelli

RESOLUTION NO. 81-2020

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that a Limousine License be issued to:

HAJRI NELA

in accordance with Ordinance No. 1558.

COUNCIL VOTE

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

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Castelli

RESOLUTION NO. 82-2020

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 riot, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, riots, 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 provisions 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. A: 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 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 as 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 the Borough of Ridgefield, under the direction of the Chief of Police, cooperate with the Bergen County Police Chief's Association to create an Interlocal Services Agreement with all 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 copy of the Resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor, and all municipalities in the County of Bergen.

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilwoman Larkin

RESOLUTION NO. 83-2020

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

ANNA GUACCI

be appointed as A4, Alternate 1 on the Rent Leveling Commission for calendar year 2020.

COUNCIL VOTE

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

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Mayor Suarez

RESOLUTION NO. 84-2020

BE IT RESOLVED that the Mayor and Council appoints

ALAN GARCIA

to the Board of Health for a three (3) year term expiring December 31, 2022.

COUNCIL VOTE

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

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 85-2020

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 paced 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, 2020 through December 31, 2020.

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 ATTORNEY

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

SPECIAL COUNSEL

Inglesino Webster  
Waters McPherson  
Cleary Jacobbe Alfieri Jacobs, LLC

SUBSTITUTE PUBLIC DEFENDER

Marc Macri  
Gerard Gonzalez

**COUNCIL VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 86-2020

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 2020; 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 2019; 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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 2019; 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 2020, 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:

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

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

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

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

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

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

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

\_\_\_\_\_  
Anthony R. Suarez, Mayor

ATTEST:

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

McNERNEY & ASSOCIATES, INC.

WITNESS:

DATE:

By:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 87-2020

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 2020; and

WHEREAS, Wielkocz & Company, LLC was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2019; 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](http://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 \$27,500 and from the Account Number 01-2010-20-1302-028 in an amount not to exceed \$18,000, The funds are available in the 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 2020, 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)	\$27,500
Assistance in Preparation of Budget (not to exceed)	\$6,200
Preparation of Unaudited Annual Financial Statement and Debt Statement (not to exceed)	\$4,500
Preparation of Official Statements (for bond sales)	\$22,000

Preparation of Official Statements (for note sales)	\$10,500
Secondary Market Disclosure Documents	\$3,500

Hourly Rates:

Partners:	\$135-\$175 per hour
Managers:	\$110-\$125 per hour
Senior Accountants/Supervisors:	\$75-\$100 per hour
Staff Accountants:	\$60-\$70 per hour
Administrative:	\$55 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 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 88-2020

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 2020; and

WHEREAS, Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2019; 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](http://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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 2019; 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 2020, or until her/his successor qualifies. The ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ATTORNEY shall perform all legal services for the BOROUGH as assigned by the Mayor and Council, and will interface with other attorneys engaged by the BOROUGH to handle specialized areas, such as tax appeal attorney, labor attorney and bond counsel.
3. **PAYMENT FOR SERVICES:** The ATTORNEY'S fees for work performed will be divided into two categories. The ATTORNEY shall receive a retainer of \$46,800 per annum payable in biweekly or other regular installments. The retainer amount shall include compensation for the following categories of legal work to be performed by the ATTORNEY: attendance at all regular and specially scheduled Mayor and Council meetings; preparation of routine ordinances and resolutions, except as specified below; availability for and consultation with, both telephonic and in person, with individual members of the Mayor and Council and such administrative personnel as the Mayor and Council shall authorize and routine interfacing with special labor counsel and tax appeal counsel. In addition, the ATTORNEY shall be compensated on an hourly basis at the rate of \$125 per hour for ***all other legal work including but not limited to*** the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned by the Mayor and Council; participation in regulatory matters assigned by the Mayor and Council including but not limited to the Council on Affordable Housing or such other and further entities as may be created or determined by statute regarding the necessity to provide low and middle income housing pursuant to law

and applications before the BCUA that the Mayor and Council assign to the Borough Attorney; participation in redevelopment issues; and the drafting of ordinances of a non-routine nature, such as amendments to significant portions of the Borough's zoning code or other code sections. The parties agree that the ATTORNEY may have other partners in the law firm of Basile Birchwale & Pellino, LLP perform services in connection with this agreement. The ATTORNEY shall submit periodic vouchers with detailed specifications of services performed.

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

5. INCORPORATION OF CERTAIN PROVISIONS:

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

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

DATE:

BOROUGH OF RIDGEFIELD

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 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 89-2020

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, P.A., 331 Newman Springs Rd., Suite 203, Red Bank, NJ 07701 be awarded the professional services contract to serve as the Borough Engineer for calendar year 2020; and

WHEREAS, Maser Consulting, P.A. was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2019; 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, P.A. 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](http://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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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, P.A., having offices at 331 Newman Springs Road, Red Bank, New Jersey, hereinafter called the "ENGINEER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Maser Consulting, P.A. as Borough Engineer for calendar year 2019; 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 2020, 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, P.A.

WITNESS:

DATE:

By:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 90-2020

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 2020; and

WHEREAS, Ellas Environmental was previously appointed Environmental Consultant to the Borough of Ridgefield for calendar year 2019; 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](http://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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 2019; 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 2020, 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

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 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 91-2020

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 2019; and

WHEREAS, Millennium Strategies, LLC was previously appointed Grant Writer to the Borough of Ridgefield for calendar year 2019;

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](http://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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 2019; 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 2020, 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 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 92-2020

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 2020; and

WHEREAS, Cleary Giacobbe Alfieri Jacobs, LLC was previously appointed Special Labor Attorney to the Borough of Ridgefield for calendar year 2019; 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](http://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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
Mayor Suarez				

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

CONTRACT FOR PROFESSIONAL SERVICES WITH  
SPECIAL 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 "SPECIAL LABOR ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Cleary Giacobbe Alfieri Jacobs, LLC. as Special Labor Attorney for calendar year 2019; and

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL LABOR ATTORNEY for professional services as Special 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 SPECIAL LABOR ATTORNEY to serve as Borough SPECIAL LABOR ATTORNEY for calendar year 2020, or until her/his successor qualifies. The SPECIAL LABOR ATTORNEY hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL LABOR ATTORNEY shall perform all appropriate legal services in connection with BOROUGH labor matters as shall be assigned to SPECIAL LABOR ATTORNEY by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The SPECIAL 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 SPECIAL 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 SPECIAL 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 SPECIAL 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 SPECIAL 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 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 93-2020

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 Edania C. Rondon, Esq. Attorney at Law, 543 59<sup>th</sup> Street, West New York, NJ 07093 be awarded the professional services contract to serve as the Public Defender for calendar year 2020; and

WHEREAS, Edania C. Rondon, Esq. was previously appointed Public Defender to the Borough of Ridgefield for calendar year 2019; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Edania C. Rondon, 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 Edania C. Rondon, 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](http://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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Edania C. Rondon, Esq., Attorney at Law, having offices at 543 59<sup>th</sup> Street, West New York, New Jersey, hereinafter called the "PUBLIC DEFENDER".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Edania C. Rondon, Esq. as Borough Public Defender for calendar year 2019; and

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 2020, 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 \$200 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:

\_\_\_\_\_  
EDANIA C. RONDON, ESQ.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 94-2020

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 2020; 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 2019; 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](http://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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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, 7<sup>th</sup> 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 2019; 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 2019, 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

\_\_\_\_\_  
 Anthony R. Suarez, Mayor

ATTEST:

\_\_\_\_\_  
 Linda M. Silvestri,  
 Borough Clerk

WATERS, MCPHERSON, MCNEILL, P.C.

WITNESS:

DATE:

By:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 95-2020

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 Sarah Kim, Esq., of the Law Offices of Sarah Kim, LLC, 2 University Plaza, Suite 101, Hackensack, NJ 07601 be awarded the professional services contract to serve as the Tenant Advocate for calendar year 2020; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Sarah Kim, Esq., of the Law Offices of Sarah Kim, 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 Sarah Kim, Esq., of the Law Offices of Sarah Kim, LLC 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](http://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 2020 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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 Sarah Kim, Esq., of the Law Offices of Sarah Kim, LLC, having offices at 2 University Plaza, Suite 101, Hackensack, 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 2020, 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 appropriate services to tenants of the Borough of Ridgefield and attend monthly Rent Leveling meetings and attend meetings with tenants.
3. **PAYMENT FOR SERVICES:** The BOROUGH agrees to pay to the TENANT ADVOCATE 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 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:

\_\_\_\_\_  
SARA KIM, ESQ.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 96-2020

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 2020; and

WHEREAS, Alamo Insurance Group, Inc. was previously appointed Insurance Agent/Risk Manager to the Borough of Ridgefield for calendar year 2019; 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](http://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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 Ridgfield, 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 Ridgfield previously appointed Alamo Insurance Group, Inc. for calendar year 2019; 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 2020, or until her/his successor qualifies. The INSURANCE AGENT/RISK MANAGER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The INSURANCE AGENT/RISK MANAGER shall perform all appropriate insurance related services for the BOROUGH, including the following:
  - A. Placing all necessary insurance coverage for the BOROUGH.
  - B. Acting, where required, as liaison between the BOROUGH and the individual carriers.
  - C. Assisting in the referral, processing and resolution of all claims by or against the BOROUGH.
  - D. Evaluating coverages and policies and making appropriate recommendations to the BOROUGH.
  - E. Consulting with, and making recommendations to the Mayor and Council on insurance related matters.
  - F. Performing such other insurance related services as may be reasonably required by the Mayor and Council from time to time.
3. **PAYMENT FOR SERVICES:** The BOROUGH and INSURANCE AGENT/RISK MANAGER agree that no direct payment shall be made by the BOROUGH to the INSURANCE AGENT/RISK MANAGER for services rendered pursuant to this agreement. Rather, the INSURANCE AGENT/ RISK MANAGER shall be

compensated under this agreement by earned premiums, paid by the individual carriers, on account of the policies placed on behalf of the BOROUGH.

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

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

DATE:

BOROUGH OF RIDGEFIELD

\_\_\_\_\_  
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 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 97-2020

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 2020; and

WHEREAS, DMR Architects was previously appointed Borough Planner to the Borough of Ridgefield for calendar year 2019; 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](http://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**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli	X			
Penabad	X			
Shim	X			
Jimenez				X
Kontolios	X			
Larkin	X			
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 2019; 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 2020, 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:

\_\_\_\_\_

\_\_\_\_\_

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 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 98-2020

BE IT RESOLVED, that warrants totaling **\$854,919.05**  
be drawn on the following accounts:

CURRENT	\$851,665.42
TRUST	\$2,340.63
CAPITAL	\$450.00
POOL	\$463.00
<b>TOTAL</b>	<b>\$854,919.05</b>

COUNCIL VOTE

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

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting January 27, 2020

Presented by Councilman Jimenez

RESOLUTION NO. 99-2020

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

FRANK ELENIO, JR.

be hired as a part-time seasonal clerical employee at the hourly rate of \$11.25.

COUNCIL VOTE

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

Approved:

Attest:

\_\_\_\_\_  
Anthony R. Suarez, Mayor

\_\_\_\_\_  
Linda M. Silvestri,  
Borough Clerk