

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: January 28, 2019

Open Public Meetings Statement by Mayor Suarez

Work Session: 6:00 P.M. C.T.O.: 6:04 P.M.
Adjourn: 6:35 P.M.

- Burbio Digital City Presentation

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: 7:40 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:46 P.M.
Adjourn: 8:07 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda: NONE

Correspondence:

ROLL CALL-WORK SESSION

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

ROLL CALL-EXEC. SESSION

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

ROLL CALL-PUBLIC SESSION

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

Introduction of Ordinance No. 2350 entitled, “AN ORDINANCE AMENDING CHAPTER 375-6, LIMITED DURATION PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2351 entitled, "AN ORDINANCE AMENDING CHAPTER 375-5, NO PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2352 entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

65-2019	Councilman Castelli	2019 Standing Committees
66-2019	Councilman Jimenez	Salary Increase Correction-R. Ramirez
67-2019	Councilman Castelli	Maser Engineering Proposal-Due Diligence Proposed Municipal Complex
68-2019	Councilman Jimenez	Qualified Vendors 2019
69-2019	Councilman Castelli	Municipal Alliance Grant FY20
70-2019	Councilwoman Larkin	Park Maintenance Employee-D. Picinich
71-2019	Councilman Castelli	P/T DPW/Sanitation Employee-G. Ayman
72-2019	Councilman Jimenez	Professional Service Agreement-Appraiser
73-2019	Councilman Jimenez	Professional Service Agreement-Borough Attorney
74-2019	Councilman Jimenez	Professional Service Agreement-Environmental Consultant
75-2019	Councilman Jimenez	Professional Service Agreement-Public Defender
76-2019	Councilman Jimenez	Professional Service Agreement-Auditor
77-2019	Councilman Jimenez	Professional Service Agreement-Grant Writer
78-2019	Councilman Jimenez	Professional Service Agreement-Engineer
79-2019	Councilman Jimenez	Professional Service Agreement-Labor Attorney
80-2019	Councilman Castelli	Transfer Vehicle to Pink Heals
81-2019	Councilman Jimenez	Salary Increase-L. Silvestri
82-2019	Councilman Castelli	Award Bid-Tree Trimming and Removal
83-2019	Mayor Suarez	Appoint Alternate Borough Prosecutor
84-2019	Mayor Suarez	Demand Commitment from Suez North America to Aggressively Replace Lead Service Lines They Own
85-2019	Councilman Castelli	Ellas Environmental Proposal-DPW
86-2019	Councilman Castelli	Ellas Environmental Proposal-Borough Hall
87-2019	Councilman Jimenez	Lien Redemption #18-005
88-2019	Councilman Jimenez	Lien Redemption #18-001

89-2019	Mayor Suarez	Appoint Insurance Agent/Risk Manager
90-2019	Mayor Suarez	Appoint Tax Appeal Attorney
91-2019	Councilman Jimenez	Professional Service Agreement-Tax Appeal Attorney
92-2019	Councilman Castelli	Appoint School Crossing Guard
93-2019	Councilman Castelli	Employment Agreement-R. Meurer

COUNCIL VOTE

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

RESOLUTIONS:

94-2019	Councilman Jimenez	Transfer of Appropriation Reserves
95-2019	Councilman Jimenez	Warrants
96-2019	Councilman Castelli	Authorize Title Search-Meadowlands Field
97-2019	Councilman Castelli	Howard Woods Proposal-Hamilton Avenue
98-2019	Councilman Castelli	Howard Woods Proposal-BCUA Tier II Users
99-2019	Councilman Castelli	Authorize Title Search-Ray Avenue/Florence Street

COMMENTS BY MAYOR:

Coin Toss Request:

RMHS Baseball
 Saturday, March 23, 2019
 Rain Date: Sunday, March 24, 2019

APPROVED

Application for Raffles License:

Knights of Columbus
 555 Prospect Avenue
 April 25, 2019 – 7:00-9:00 pm
 50/50

APPROVED

Knights of Columbus
 555 Prospect Avenue
 April 25, 2019 – 7:00-9:00 pm
 Merchandise Raffle

APPROVED

COMMENTS BY COUNCIL:

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 29, 2019

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 28, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2350

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

“AN ORDINANCE AMENDING CHAPTER 375-6, LIMITED DURATION PARKING AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 28th day of January, 2019, 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 11th day of February, 2019 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 28, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2350

“AN ORDINANCE AMENDING CHAPTER 375-6, LIMITED DURATION PARKING
AREAS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I:

Section 375-6 of the Code of the Borough of Ridgefield, entitled “Limited Duration Parking Areas”, be and hereby is amended by adding to the existing provisions of said Section a new Subsection L to read as follows:

L: Parking is hereby prohibited on the following streets or parts thereof in the Borough of Ridgefield between the hours of 6:00 a.m. and 9:00 p.m. for a period longer than 30 minutes:

(1) On the westerly side of Shaler Boulevard for a distance of 100 feet southerly from the intersection of said Shaler Boulevard with the southerly line of Slocum Avenue as shown on the current Assessment Map of the Borough of Ridgefield.

(2) On the westerly side of Shaler Boulevard between the intersection of Banta Place and the intersection of the first driveway to the apartment complex just north of the intersection of Banta Place, but only in those areas along that section of Shaler Boulevard where parking is permitted.

Section II:

The former Subsection L of Section 375-6 of the Code of the Borough of Ridgefield, entitled “Penalties” is now be known and designated as Subsection M.

Section III

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

Section IV:

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

Section V.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2351

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

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

introduced on the 28th day of January, 2019, 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 11th day of February, 2019 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 28, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2351

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

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

Section I:

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

On the northerly side of Bryant Place North beginning at a point 103 feet west from the point where said northern curb line of Bryant Place North intersects with the western curb line of Prospect Avenue, and continuing in a westerly direction along Bryant Place North a distance of 11 feet to 114 feet where said northern curb line intersects with the eastern edge of a private driveway entrance.

On the southerly side of Bryant Place North beginning at a point 134.5 feet west from the point where said southern curb line of Bryant Place North intersects with the western curb line of Prospect Avenue, and continuing in a westerly direction along Bryant Place North a distance of 19 feet to 153.5 feet.

On the northerly side of Virgil Avenue beginning at a point 216 feet west from the point where said northern curb line of Virgil Avenue intersects with the western curb line of Abbott Avenue, and continuing in a westerly direction along Virgil Avenue a distance of 11 feet to 227 feet.

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 28, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2352

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

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

introduced on the 28th day of January, 2019, 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 11th day of February, 2019 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 28, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2352

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

Section I: NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, being the governing body thereof, that Chapter 92 “Salaries and Compensation”, Section 92-1 “Salaries” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

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

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mayor		\$6,750
Councilpersons		\$4,500
Municipal Clerk	\$45,000	\$90,000
Assistant to Borough Clerk (stipend)	\$5,000	\$7,500
Municipal Administrator	\$20,000	\$185,000
Chief Financial Officer/Treasurer	\$15,000	\$120,000
Assistant Treasurer	\$15,000	\$40,000
Purchasing Agent	\$10,000	\$30,000
Assessor of Taxes	\$10,000	\$30,000
Assistant to Tax Assessor (stipend)		\$1,500
Tax Searcher (stipend)		\$1,000
Collector of Taxes	\$10,000	\$30,000
Communications Director	\$35,000	\$73,000
Human Resources/Payroll Officer	\$35,000	\$64,000
Board Secretaries:		
Rent Leveling Commission	\$6,000	\$6,500
Planning Board	\$7,200	\$12,800
Construction Official, Building Subcode Official and Building Inspector	\$10,000	\$60,000

Building Subcode Official and Building Inspector	\$7,000	\$20,000
Electrical Subcode Official	\$7,000	\$15,000
Elevator Subcode Official	\$7,000	\$15,000
Fire Subcode Official	\$7,000	\$15,000
Plumbing Subcode Official	\$7,000	\$15,000
Building Technical Assistant	\$25,000	\$75,000
Zoning Officer	\$7,000	\$20,000
Housing Inspector(s)	\$5,000	\$15,000
Property Maintenance Official	\$5,000	\$15,000
Property Maintenance Inspectors (per hour)	\$23	\$30
Clerks, Secretaries, Administrative Assistants	\$25,000	\$60,500
Magistrate	\$8,000	\$21,300
Municipal Court Administrator	\$50,000	\$90,000
Deputy Municipal Court Administrator (stipend)	\$2,700	\$7,500
Interpreter (voucher) (per hour)	\$20	\$75
Travel fee		\$35
Court Recorder (per hour)	\$11	\$20
Prosecutor	\$7,500	\$19,000
Patrol Officers	\$42,559	\$148,219
Sergeants	\$138,012	\$152,377
Lieutenants	\$143,553	\$158,494
Captain	\$148,853	\$164,346
Detectives (stipend)		\$1,000
Police Records Clerk (stipend)		\$5,000
Deputy Chief of Police	\$125,000	\$170,000
Chief of Police	\$135,000	\$185,000
Emergency Management Coordinator	\$5,000	\$25,000
Community Service Officers	\$18,000	\$46,000
Fire (Prevention Bureau) Official	\$15,000	\$50,950
Fire Inspectors (per hour)	\$20	\$40
Relocation Officer	\$1,000	\$3,500
Superintendent of Public Works	\$40,000	\$130,000
Deputy Superintendent of Public Works	\$30,000	\$50,000
Recycling Coordinator	\$3,000	\$15,000
Heavy Equipment Operator	\$30,000	\$100,000
Specialized Heavy Equipment Operator	\$30,000	\$84,900
Sweeper Operator, DPW	\$30,000	\$74,285
General Equipment Operator, DPW	\$30,000	\$50,938
Special Skills, DPW	\$30,000	\$95,509
Custodians, DPW	\$30,000	\$35,000
Foreman, DPW	\$33,000	\$81,714
Assistant Foreman, DPW	\$30,000	\$67,918

Shop Foreman, DPW	\$30,000	\$78,530
Mechanics, DPW	\$30,000	\$58,367
Chief Mechanic, DPW	\$30,000	\$85,958
Collection System Official	\$4,500	\$6,000
Sanitation/Recycling Foreman	\$30,000	\$49,877
Sanitation Driver	\$30,000	\$45,632
Sanitation Lifter	\$30,000	\$48,816
Lifter Serving as Driver for Day	1/2 hour overtime per day	
Recycling Monitors (per hour)	\$11	\$20
Assistant Recreation Director	\$5,000	\$30,000
Recreation Director	\$50,000	\$100,000
Pool Director	\$5,000	\$15,000
Program Director	\$25,000	\$45,000
Part-time help, all departments (per hour)	Minimum wage	\$35.00

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

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

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

Approved:

Attest:

 Anthony R. Suarez, Mayor

 Linda M. Silvestri,
 Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 65-2019

FINANCE AND ADMINISTRATION

HUGO JIMENEZ, RUSSELL CASTELLI, JAMES KONTOLIOS

PARKS AND RECREATION

LAUREN LARKIN, RAY PENABAD, HUGO JIMENEZ

POLICE, OFFICE OF EMERGENCY MANAGEMENT AND MUNICIPAL COURT

RUSSELL CASTELLI, DENNIS SHIM, LAUREN LARKIN

DEPARTMENT OF PUBLIC WORKS; BUILDINGS AND GROUNDS; STREET LIGHTING

RUSSELL CASTELLI, DENNIS SHIM, RAY PENABAD

HEALTH AND WELFARE

HUGO JIMENEZ, JAMES KONTOLIOS, DENNIS SHIM

FIRE DEPARTMENT AND AMBULANCE CORPS.

RAY PENABAD, RUSSELL CASTELLI, JAMES KONTOLIOS

LIBRARY

JAMES KONTOLIOS, DENNIS SHIM, HUGO JIMENEZ

COMMUNICATIONS

JAMES KONTOLIOS, HUGO JIMENEZ, LAUREN LARKIN

TRANSPORTATION

HUGO JIMENEZ, RAY PENABAD, DENNIS SHIM

ELECTIONS

RUSSELL CASTELLI, LAUREN LARKIN, RAY PENABAD

BOARD OF EDUCATION

ANTHONY SUAREZ, HUGO JIMENEZ, JAMES KONTOLIOS

SPECIAL COUNCIL APPOINTMENTS AND LIAISONS

RENT LEVELING COMMISSION
ENVIRONMENTAL COMMISSION
PRESIDENT OF COUNCIL
PLANNING BOARD (CLASS III MEMBER)
OFFICE OF EMERGENCY MANAGEMENT
YOUTH COMMISSION
ANTI-BULLYING COMMITTEE

RUSSELL CASTELLI
JAMES KONTOLIOS
RUSSELL CASTELLI
DENNIS SHIM
RAY PENABAD
LAUREN LARKIN
LAUREN LARKIN

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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 66-2019

WHEREAS, Resolution No. 308-2018 was adopted at the December 19, 2018 Mayor and Council meeting; and

WHEREAS, said resolution granted salary increases to various positions; and

WHEREAS, the title of one position was incorrectly listed;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the resolution be corrected to reflect that a 2% increase be granted to the Borough Administrator/Director of Parks and Recreation /Pool Director effective January 1, 2018.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 67-2019

WHEREAS, there is a need for Civil Engineering Services for professional engineering due diligence services for a proposed municipal complex within the Borough of Ridgefield; and

WHEREAS, Maser Consulting P.A., 400 Valley Road, Suite 304, Mount Arlington, NJ 07856 was awarded the contract as Borough Engineer Resolution 90-2018 through December 31, 2018 and reappointed on January 4, 2019.

Borough Engineer, Engineering, has submitted a proposal dated December 18, 2018 for due diligence Civil Engineering Services at a lump sum cost not to exceed \$103,350.00; and

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

BE IT FURTHER RESOLVED, that funding is available in the temporary budget in the Capital Improvement – Preliminary Costs in an amount not to exceed \$103,350.00 as certified by the Chief Finance; 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				



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

400 Valley Road, Suite 304
Mount Arlington, NJ 07856
T: 973.398.3110
F: 973.398.3199
www.maserconsulting.com

December 18, 2018

Ray Ramirez
Borough Administrator
Borough of Ridgefield
604 Broad Avenue
Ridgefield, New Jersey 07657

Re: Proposed Ridgefield Municipal Building
Block 905, Lot 1 and Block 906, Lot 1
Professional Engineering Due Diligence Services
Borough of Ridgefield, Bergen County, NJ
MC Project No. 18002019BP

Dear Mr. Ramirez:

Maser Consulting P.A. (Maser Consulting) is pleased to present the following agreement for additional engineering due diligence services regarding the proposed municipal building for the Borough of Ridgefield. Specifically, the improvements currently proposed include a new two (2) story +/- 30,000 SF municipal building with parking areas, retaining walls and various site amenities at the eastern corner of Shaler Boulevard and Slocum Avenue. The properties slope to the southeast, away from Shaler Boulevard, to the Wolf Creek which is located in an east-west direction through the property. Based on preliminary due diligence efforts and coordination with the Project Architect, it is our understanding that, at this time, the Borough wishes to move forward with additional due diligence efforts for the project. Specifically, this agreement includes further environmental investigation, additional geotechnical investigation and preparation of a site work construction cost estimate.

Below is a description of the proposed scope of services.

TASK 1.0 ENVIRONMENTAL SERVICES

This Task includes preparation of an Expanded Phase II Environmental Site Assessment (Phase II ESA) of the subject property. The Phase II ESA is a follow-up to the October 15, 2018 *Environmental Overview* prepared by Maser Consulting. In addition to investigating several potential historical sources of contamination, the Phase II ESA will include conducting asbestos and lead-based paint surveys for the two building structures located on the property.



BACKGROUND

The subject municipal property consists of two tax lots. Block 906, Lot 1 is a rectangular-shaped parcel covering 3.27 acres of land. This parcel is bound by Shaler Boulevard to the west, Slocum Avenue to the south and Bruce Street to the east. The “paper” extension of Virgil Avenue and Block 905, Lot 1 form its northern boundary. Block 906, Lot 1 includes the Ridgefield Community Center, which also houses certain municipal offices including the Board of Health, asphalt-paved parking lots, and the Ridgefield Fire Department Special Operations Unit building (a/k/a Fire Department Garage, and formerly “Fire House #3”). The Patty Pfaff Ridgefield Community Garden is also located on this parcel. A former building foundation and other remnant structures, including a vault, are apparent at the ground surface extending from near the corner of Shaler Boulevard near Slocum Avenue to the east – and possibly beneath what is now the paved parking lot located along Slocum Avenue. Concrete blocks are present between the paved parking lot and Wolf Creek, within or near the “NJ Bell” (Verizon) right-of-way.

Block 905, Lot 1 (formerly Block 52, Lot 1) covers 3.08 acres. This parcel nearly spans the entire tax block from the paper street Virgil Avenue north to Ray Avenue. This parcel includes the six-bay DPW garage.

Only the portions of the lots that are located west of Wolf Creek will be included in the Phase II ESA.

Environmental Overview Findings

The following is a summary of the findings and recommendations presented in the Environmental Overview.

The following areas of concern (AOCs) were identified based on the historic reviews, earlier geotechnical investigation and the site reconnaissance:

Petroleum Storage

Historic use of the property included the storage and use of petroleum substances, such as heating oil and gasoline, in storage tanks including underground storage tanks. These substances were used in the boiler house at the main Great Bear building and were dispensed from at least two areas on the subject property. The former automotive repair and painting operations located off Shaler Boulevard also would have used hazardous substances. Investigation is recommended to determine if residual contamination exists above the respective NJDEP soil and ground-water quality standards in the areas where these materials were used and stored.



Fill Materials

Fill and debris are apparent at the ground surface and also were identified in the geotechnical soil borings. The quality of the fill material warrants investigation to assess the manner that these materials need to be addressed during redevelopment of the properties. Soil sampling also is suggested at the areas where materials and debris were used or dumped, particularly at the rear of the six-bay garage.

Pesticides

The use of pesticides in the Community Garden is unknown. Establishment of the Community Garden appears to post-date the banning of most pesticides included in the USEPA Target Compound List (TCL) pesticides. Collection and analysis of a limited number of soil samples is suggested to assess whether such pesticide contamination is present.

Wolf Creek Spill Case

Although not included in the area where the proposed municipal building or parking lots are proposed, we suggest reviewing any records and discussing with Borough personnel the conditions leading to the NJDEP discharge case for the March 1, 2018 "oil spill" in Wolf Creek. From there Maser Consulting can advise the Borough on how to proceed in closing out the NJDEP case.

TASK 1.1 - PREPARE HEALTH AND SAFETY PLAN/PROJECT COORDINATION

Prior to conducting the investigation, Maser Consulting will review any additional site information and prepare a Health and Safety Plan (HASP) complying with OSHA requirements.

TASK 1.2 - GEOPHYSICAL SURVEY AND INVESTIGATION LAY-OUT

In preparation of the geophysical survey, Maser Consulting will use the available aerial photographs and Sanborn maps to measure out the approximate locations of the prior site features that are of concern. Subsequently, we will conduct geophysical surveying using near-surface geophysical methods to map and to identify subsurface anomalies within the subject area, focusing on the suspect former tank, foundation and fill areas, including the apparent vault located near the corner of Slocum Avenue and Shaler Boulevard. Features might include buried objects, underground storage tanks (USTs), piping, structural components, utilities, and soil horizons that may be associated with existing and former building structures in the area. The utilization of geophysical surveying offers a noninvasive method of exploration and would also act as a method of subsurface conflict evaluation and to guide soil sampling locations, if necessary.

Maser Consulting will conduct a ground-penetrating-radar (GPR) investigation in accessible areas. GPR is capable of exploring depths from one (1) to twelve (12) feet below land surface, conditions



permitting. Utilizing the GPR with an integrated survey wheel and Trimble GPS system, we will identify the location and depth of buried anomalies.

Electromagnetic induction and metal detection (EM) surveying will be used in conjunction with GPR techniques to measure electrical conductivity of the shallow soils over accessible regions of the site to locate near-surface features. These surveys will be operated in real-time with a GPS data-logger to accurately locate EM anomalies. Detected EM anomalies are typically associated with metal, USTs, piping, and structural components such as foundations. Depending on the target size and orientation, this instrument can detect subsurface objects to a depth of approximately fifteen (15) feet below grade.

Upon completion of field work, geophysical anomalies will be marked onsite using survey-grade marking paint. The collected data also will be analyzed using post-processing and filtering software to refine subsurface anomalies. The result will be a geo-referenced anomaly map and summary table discussing our findings in terms of subsurface features.

During the geophysical survey, Maser Consulting personnel will also mark out and “clear” subsurface utilities in the areas that will be investigated. We will mark out the planned soil boring locations.

TASK 1.3 - SUBSURFACE INVESTIGATION

Maser Consulting will conduct a subsurface soil and ground-water investigation at the various AOCs. The investigation will entail advancing soil borings using a GeoProbe rig operated by a licensed subcontractor; three (3) field days are presumed for this investigation. Maser Consulting will field screen all recovered soil with a properly calibrated photoionization detector (PID). Soil samples will be collected from discrete intervals in accordance with NJDEP field procedures and placed into laboratory-supplied clean containers.

The soil and fill samples will be analyzed for parameters specified by the NJDEP in the Technical Requirements for Site Remediation (TRSR) and in applicable guidance documents. The analyses will be performed by a NJDEP-certified laboratory that is retained by Maser Consulting on a standard three-week turnaround.

Based on the historical information, Maser Consulting anticipates collecting the following number of samples, and conducting the analyses listed in the following table. The actual number of soil samples will depend on the conditions encountered during the Task 1.2 and 1.3 field investigations.

AREA	# OF BORINGS	# OF ANALYSES	PARAMETERS
Gasoline Tank (Fire Bldg)	8	8	VO+ and Lead
Auto Repair & Painting	4	4	EPH and VO+
		0 – 2	TCL+/TAL



Boiler House & Tank	10	14	EPH
		4	PAHs
Gas Tank & Pump House	8	8	VO+ and Lead
Fill & Vault at Former Buildings	6	12	PAHs and TAL Metals
		4	TCL+ and EPH
Fill behind Garages	4	4	PAHs and TAL Metals
		1	TCL+ and EPH
Community Garden	4	4	Pesticides
Ground Water	6	6	VO+ and SVO+

VO+ = Volatile Organics plus forward library search
 EPH = Extractable Petroleum Hydrocarbons
 TCL+ = Target Compound List plus forward library search
 TAL = Target Analyte List Metals
 SVO+ = Semi-Volatile Organics plus forward library search

TASK 1.4 - SUBSURFACE INVESTIGATION REPORT

This report will summarize the results of the field investigation and laboratory data. The data will be compared with the respective NJDEP soil remediation standards and criteria and the ground-water quality standards. The report will not be a NJDEP-compliant report meeting the requirements of a Site Investigation Report specified in the TRSR; however, the field and laboratory information and data that are collected will be available in the necessary format in the event contamination is detected and the Borough is required to report the condition to the NJDEP and take action to remediate the portions of the property.

TASK 1.5 - ASBESTOS SURVEY

Maser Consulting will conduct the ACM survey in general conformance with guidelines established under AHERA and ASHARA, and, where needed, with OSHA and NJ requirements. Following an initial site walk on the day of the survey that is aimed at identifying the suspect ACMs, a sampling strategy will be devised and implemented in the field. Suspect ACMs will be sampled in the manner and number required to satisfy applicable regulatory requirements. The survey will be conducted in a single day by a two-person team, including an AHERA-accredited inspector.

Samples will be collected from inconspicuous areas to the extent reasonably possible, if required. Sampling locations will be patched but will not be repaired or repainted. Patching materials may include spackle or caulk, white spray paint or clear spray sealant. Roof areas will be patched with a temporary spreadable or a spray sealant; permanent repairs will be the responsibility of the Borough. The sampling will be non-intrusive; therefore, materials located within walls, above fixed ceilings, below surface flooring, in crawlspaces and underground will not be assessed unless the Borough provides means to safely access such areas.



Samples of friable materials will be analyzed via polarized light microscopy (PLM) on a standard five (5)-business-day turnaround. Follow-up analysis of certain friable materials that are negative via PLM will be requested on a “positive stop basis” via transmission electron microscopy (TEM) with gravimetric separation, as deemed necessary by the inspector and in conformance with state requirements. (The intent is to limit follow-up TEM analyses of friable materials to a sufficient number of samples required to prove that a material is not an ACM.)

Non-friable materials, such as floor tiles, mastics, sealants and roofing materials, will be analyzed via TEM with gravimetric separation. If negative, select samples may receive follow-up analysis via PLM. Multiple-layered materials will be separated either in the field or in the laboratory and analyzed separately.

A duly-qualified, independent laboratory will be retained for conducting the asbestos analyses in accordance with applicable USEPA, NIOSH and/or ASTM Methods (e.g., EPA 600/R-93/116 for PLM analysis, EPA 100.1 for TEM analysis, etc.).

Maser Consulting’s estimated cost provided in this proposal assumes conducting up to 35 PLM and 30 TEM analyses. The number of samples will depend on the types and distribution of suspected ACMs. The collection and analysis of additional ACM samples (out-of-scope) will be charged to the Borough at the rates quoted herein.

The methods, observations and findings of the asbestos survey will be summarized in a letter report. The summary report will present the analytical results on data tables. Sample locations will be shown on sketches, and photographs of certain materials confirmed to be ACMs will be included. The report will be issued within approximately four (4) weeks from project initiation depending on the need for follow-up analyses.

TASK 1.6 - LEAD-BASED PAINT SURVEY

The building coatings (interior and exterior) will be surveyed by a duly-accredited USEPA lead inspector/risk assessor for the presence of lead-based paint (LBP). Building components will be evaluated according to color, substrate type, relative age and condition, and subsequently assessed for lead content using a hand-held x-ray fluorescence (XRF) analyzer. If the field XRF readings for a particular paint are “inconclusive”, a limited number of paint chip samples may be collected and submitted to a certified laboratory for lead analysis (assumed not required). The results of the lead-based paint survey will be incorporated into the report.

TASK 2.0 GEOTECHNICAL ENGINEERING SERVICES

As a follow up to the initial due diligence phase, Maser Consulting will remobilize to the site and perform a final geotechnical exploration. The purposes of this task are to provide final recommendations for the structure and floor slab support, site development, as well as to provide



estimated seasonal high-water level and permeability results within the footprint of the proposed infiltration best management facility (assumed to be less than 10,000 square feet).

1. Perform field stakeout of the test boring and test pit locations using project drawings.
2. Retain a non-union, non-prevailing drilling contractor to mobilize an ATV or track-mounted drill rig and complete test borings at the site over two (2) working days. We anticipate up to 150 to 200 lineal feet of drilling can be completed over two working days, depending on drilling conditions encountered. For preliminary estimating purposes, five more test borings will be completed within the proposed building footprint, and up to four test borings will be completed along the proposed retaining wall alignment. Test borings within the building footprint will be advanced to depths up to 20 to 25 feet (depending on the conditions encountered) or to auger refusal, whichever occurs first. However, one test boring will be advanced to a depth of 40 feet or auger refusal. Test borings advanced along the retaining wall alignment will be advanced to depths ranging from 10 to 15 feet or to auger refusal, whichever occurs first, depending on the proposed wall height. Rock coring is currently excluded from our scope of services.
3. Retain a non-union, non-prevailing wage excavating contractor to perform clearing (tree, vegetation, etc.), minor grading, and test pitting over a two-day period. Up to four test pits will be within the proposed infiltration BMP facility footprints (two pits per facility). Infiltration BMP test pits will be used to determine the estimated seasonal high groundwater table within the footprint of the proposed BMP facility, and to facilitate tube permeameter sampling. As time permits, additional test pits may also will be excavated within the site to supplement the structural test borings or to further evaluate the Hydrologic Soil Group (HSG). Test pits will be excavated to depths ranging from eight (8) to fifteen (15) feet.
4. Provide full-time on-site technical observation of the work of the drilling and excavating subcontractors. Technical observations will be performed by a geotechnical specialist under the direct supervision of the project Geotechnical Engineer over a three-day period.
5. Obtain representative soil samples encountered within the zone of influence of the proposed construction. Laboratory testing is at the discretion of the Geotechnical Engineer (but is likely to include grain size distribution [by mechanical sieve and/or by hydrometer], Atterberg limits, and moisture contents). Additionally, up to six (6) Tube Permeameter tests (including replicates) will be performed from samples obtained from the test pit excavations in accordance with NJAC 7:9A-6.2. Four (4) tube permeameter tests will be performed on samples obtained from within the proposed BMP footprints to evaluate design infiltration rates, and up to two (2) tube permeameter tests will be performed on samples obtained throughout the site to assist in the evaluation of the site HSG.



6. Prepare and evaluate test boring and test pit logs showing the types of soils and depth to groundwater encountered, and estimated seasonal high-water table, if encountered.
7. Prepare a final report that will include discussions of the site and subsurface conditions encountered, as well as conclusions and recommendations for the design and construction of earthwork, foundations, floor slabs, and retaining walls. The report will also include the results of the stormwater infiltration testing and discussion of the site HSG based on the surrounding mapped soil groups and infiltration testing; as well as an exploration location plan, the test pit and boring logs, as well as the results of the laboratory testing.

Test Boring & Test Pit Procedures

Our subcontractors shall be responsible for contacting the One Call System; however, the Client is responsible for providing us with available utility information. Neither Maser Consulting nor our subcontractors can be held responsible for any damage caused to underground utilities or structures that are not marked out in the field by others, or accurately shown on the plans provided to us.

Due to the nature of the work, some disturbance (i.e. felled trees, grading, cleat marks, etc.) and settlement should be anticipated after the completion of the test borings and test pits. Soil may be mounded at each location. However, should settlement occur, it will be the Client's option to maintain the grade at each test location after we demobilize from the site. This proposal excludes site restoration other than backfilling the test borings and test pits with the excavated soils. Test pit backfill will be completed in lifts tamped with the machine bucket.

The test borings will be advanced by an ATV or track-mounted drill rig utilizing hollow-stem auger drilling or mud rotary drilling techniques, as appropriate. Representative soil samples will be obtained continuously from the surface to a depth of twelve (12) feet, and then at a standard five-foot interval. Soil samples will be obtained from within the borehole by means of a standard two-inch outside-diameter split spoon sampler advanced in accordance with ASTM Designation D-1586 for the Standard Penetration Test. At the conclusion of each day, the boreholes and test pits will be backfilled with the auger cuttings or excavated materials. If excess cutting occurs, they will be mounded at each location within landscaped areas or disposed of elsewhere on site within hardscaped areas. Boreholes located within hardscaped areas will also be capped with asphalt cold patch and the area will be broom swept. Additional restoration of test pits located in hardscaped areas (i.e. saw-cutting extents, cold-patching, etc.) is currently excluded from our scope of services.

Test borings exceeding 25 feet will be backfilled with grout. Up to 40 lineal feet of grouting is included in our scope of services. Additional grouting will be performed for an additional fee of \$7.50 per foot.



Test borings and test pits will be performed under the full-time on-site technical observation of a representative of Maser Consulting. Our representative will maintain logs of the explorations as the work proceeds and collect tube permeameter samples. Soil samples will be classified in accordance with the Burmister Soil Classification System. The samples will be stored for a period of 60 days from the date of our report, unless otherwise negotiated with the Client.

Assumptions and Exclusions

These tasks are based on the following assumptions and exclusions:

- Test locations are accessible to ATV or track mounted drilling equipment (after site clearing and grading) and a tracked excavator during normal working hours.
- Parking lots will be closed (by others) during our field services.
- Excess spoils will be mounded at the boreholes/test pits or disposed of elsewhere onsite.
- Additional borehole grouting exceeding 40 lineal feet will be performed for an additional fee of \$7.50 per foot.
- Infiltration testing is limited to Tube Permeameter Testing as specified in NJAC 7:9A 6.2. Other testing such as field percolation testing, Soil Permeability Class Rating tests, Double Ring Infiltrometer Testing, Pit Bailing Tests, Piezometer Tests, and Basin Flooding Tests are excluded. We will prepare a separate proposal for additional and varied permeability testing if requested, or if subsurface conditions require.
- Repair of incidental site disturbances or settlement of test boring/pit backfill after demobilization from the site is currently excluded from our scope of services.
- Exploratory or analytical testing, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive, or other type of contaminants on site is excluded from our scope of services.

TASK 3.0 COST ESTIMATE AND RENDERING PREPARATION

Upon refinement and completion of the chosen concept layout, Maser Consulting will prepare a cost estimate for the proposed site improvements in an effort to assist the Borough with budgetary planning purposes. All due diligence collected to date will be utilized and incorporated into a detailed cost estimate including but not limited to demolition, earthwork, retaining walls, utility services, curbing, pavement, concrete sidewalk, fencing, guiderail, lighting, striping, landscaping and various site amenities as requested. Maser Consulting will also prepare a color rendering of the concept for use and reference at a public information meeting.



PROJECTED SCHEDULE

The following is the estimated schedule for each project:

<u>Task</u>	<u>Approximate Start Date</u>	<u>Approximate End Date</u>
Authorization (Anticipated)	December 19, 2018	
Environmental Services	December 20, 2018	March 15, 2019
Geotechnical Services	December 20, 2018	January 31, 2019
Cost Estimate and Rendering	January 2, 2019	January 14, 2019

Please note that the certain tasks required are field efforts that are weather dependent. Accordingly, inclement weather could impact the project schedule as outlined above.

FEE AGREEMENT

For your convenience we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

TASK 1.0	ENVIRONMENTAL SERVICES	\$ 76,600.00
TASK 2.0	GEOTECHNICAL ENGINEERING SERVICES	\$ 23,500.00
TASK 3.0	COST ESTIMATE AND RENDERING PREPARATION	\$ 3,250.00
TOTAL LUMP SUM FEE		\$103,350.00

The above services will be provided on a lump sum basis not to exceed the listed amount unless otherwise authorized. This Contract and Fee Schedule is based upon the current rates for the Borough of Ridgefield.

REIMBURSABLE EXPENSES

Reimbursable expenses including delivery, printing, copying, postage and other reproducible costs for the above-mentioned deliverables are not included within this agreement and will be invoiced as a separate reimbursable charge for said items. Please also note that application fees, as well as historical database searches, are not included in this agreement and will be invoiced as reimbursable expenses.



PLAN REVISIONS AND EXTRA SERVICES

Any revision requested by the client or review agencies that is a major redesign or not an error or omission on the part of Maser Consulting will be invoiced on an hourly basis in accordance with our current contract rate schedule.

EXCLUSIONS

If any item listed herein, or otherwise not specifically mentioned within this agreement is deemed necessary, then Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services. Unanticipated additional services shall be in accordance with the Schedule of Hourly Rates for the number of hours of effort involved. No extra services will be performed without authorization from the client.

If you find this agreement acceptable, please forward a copy of the Resolution of Approval to this office. This will constitute approval of the proposed engineering agreement.

We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this agreement, please feel free to contact me.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in blue ink that reads 'Carl P. O'Brien'.

Carl P. O'Brien, P.E., P.P., C.M.E., C.P.W.M.
Principal

A handwritten signature in blue ink that reads 'Sunny Mullen'.

Sunny Mullen, P.E., C.M.E.
Project Manager

CPO/mt

cc: Linda Silvestri (Borough Clerk)
Diane Sherry (Borough CFO)
Charles Sario (DMR Architects)
Andrew R. Hipolit, P.E. (Maser Consulting)
Patrick Jamieson (Maser Consulting)

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 68-2019

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

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

WHEREAS, pursuant to the fair and open process, and based upon the review of the qualifications and recommendations therefore, certain professionals are qualified to provide professional services as needed by the Borough of Ridgefield for the period January 1, 2019 through December 31, 2019.

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

SPECIAL PROJECTS ENGINEER

Boswell Engineering
D&B Engineers and Architects
Ellas Environmental
Neglia Engineering Associates
Remington & Vernick Engineers

PLANNING CONSULTANT TO BOROUGH
AND/OR PLANNING BOARD

Neglia Engineering Associates

SUBSTITUTE PUBLIC DEFENDER

H. Sarah Kim
Marc Macri

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 69-2019

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Mayor and Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Mayor and Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Mayor and Council does hereby authorize submission of a strategic plan for the Ridgefield Municipal Alliance grant for fiscal year 2020 in the amount of:
DEDR \$9876.00
Cash Match \$2469.00
In-Kind \$7407.00
2. The Mayor and Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

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 28, 2019

Presented by Councilwoman Larkin

RESOLUTION NO. 70-2019

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

DOMINICK PICINICH

be hired as a part-time Park Maintenance employee at the hourly rate of \$11.00 effective immediately.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 71-2019

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

GHRAYEB ASHRAF AYMAN

be hired as a part-time DPW/Sanitation employee at the hourly rate of \$11.00 effective January 16, 2019.

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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 72-2019

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 2019; 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 2018; and

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

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 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 2019, or until her/his successor qualifies. The APPRAISER hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The APPRAISER shall perform all appraisal and other related services for the BOROUGH, including all matters which in the reasonable opinion of the Mayor and Council should be referred to the APPRAISER and all matters which by law and/or tradition should be referred to and handled by the APPRAISER.
3. **PAYMENT FOR SERVICES:** The APPRAISER'S fees for work performed shall be billed and payable on at the hourly rate of \$100.00 for court time and conference time. The compensation proposal outlining fees for preparation of appraisals is as follows:

Type of Property Fee	Estimated
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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 73-2019

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 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 2019; and

WHEREAS, Basile Birchwale & Pellino, LLP was previously appointed Borough Attorney to the Borough of Ridgefield for calendar year 2018; and

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

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

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

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from the Account Number 01-2010-20-1562-001 in an amount not to exceed \$45,600.00 and 01-2010-20-1562-026 in an amount not to exceed \$35,000.00. The funds are available in the 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 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 2019, 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 \$45,600 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 \$110 per hour for ***all other legal work including but not limited to*** the following categories of legal work to be performed by the ATTORNEY: participation in litigation assigned by the Mayor and Council; participation in regulatory matters assigned by the Mayor and Council including but not limited to the Council on Affordable Housing or such other and further entities as may be created or

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

BASILE BIRCHWALE & PELLINO, LLP

WITNESS:

DATE:

By:_____
Stephen F. Pellino, Esq.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 74-2019

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 2019; and

WHEREAS, Ellas Environmental was previously appointed Environmental Consultant to
the Borough of Ridgefield for calendar year 2018; and

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

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

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

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from the Account Number 01-2010-20-1652-003 in an amount not to exceed \$15,000.00. The funds are available in the 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 2019, or until her/his successor qualifies. The ENVIRONMENTAL CONSULTANT hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The ENVIRONMENTAL CONSULTANT shall perform all appropriate services in connection with BOROUGH environmental matters as shall be assigned to ENVIRONMENTAL CONSULTANT by the Mayor and Council.
3. **PAYMENT FOR SERVICES:** The ENVIRONMENTAL CONSULTANT shall be paid at an hourly rate for all services as assigned to it by the Mayor and Council. The ENVIRONMENTAL CONSULTANT shall submit periodic vouchers with detailed specifications of services performed. The ENVIROMENTAL CONSULTANT shall be at the following rates:

Professional Engineer/Principal	\$125.00
NJ Licensed Site Remediation	\$120.00
Project Manager/Principal Environmental Specialist	\$115.00
Project Scientist II	\$85.00
Project Scientist I	\$70.00
CAD Operator	\$100.00
Survey Crew – 2 Person	\$150.00
Geophysical Technician	\$110.00
Administrative Support	\$55.00

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri,
Borough Clerk

ELLAS ENVIRONMENTAL, LLC

WITNESS:

DATE:

By: _____
Eleanna Ballas, Principal

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 75-2019

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 59th Street, West New York, NJ 07093 be awarded the professional services contract to serve as the Public Defender for calendar year 2019; and

WHEREAS, Edania C. Rondon, Esq. was previously appointed Public Defender to the Borough of Ridgefield for calendar year 2018; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Edania C. Rondon, Esq. as required by law; and

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.

6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from the Account Number 03-2945 in an amount not to exceed \$4,800.00 The funds are available in the public Defender Trust fund as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 59th 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 2019, 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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 76-2019

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 Ferraioli, Wielkotz, Cerullo & Cuva, P.A., 401 Wanaque Ave., Pompton Lakes, NJ 07442 be awarded the professional services contract to serve as the Borough Auditor for calendar year 2019; and

WHEREAS, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. was previously appointed Borough Auditor to the Borough of Ridgefield for calendar year 2018; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as required by law; and

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

6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from the Account Number 01-2010-20-1312-001 in an amount not to exceed \$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 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 Ferraioli, Wielkotz, Cerullo & Cuva, P.A., 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 Ferraioli, Wielkotz, Cerullo & Cuva, P.A. as Borough Auditor 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 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 2019, 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 Ferraioli, Wielkotz, Cerullo & Cuva, P.A. 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

FERRAIOLI, WIELKOTZ, CERULLO &
CUVA, P.A.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 77-2019

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 2018;

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 \$36,000;

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

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

4. The within contract has been awarded pursuant to a “fair and open process” pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq.
5. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.
6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from the Account Number 01-2010-20-1302-199 in an amount not to exceed \$36,000.00. The funds are available in the 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 Ridgfield, 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 Ridgfield 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 2019, 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 \$36,000 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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 78-2019

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 2019; and

WHEREAS, Maser Consulting, P.A. was previously appointed Borough Engineer to the Borough of Ridgefield for calendar year 2018; and

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

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.

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 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 2019, 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
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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

Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

MASER CONSULTING, P.A.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 79-2019

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 Chasan,
Lamparello, Mallon & Cappuzzo, P.C., 300 Lighting Way, Secaucus, NJ 07096 be awarded the
professional services contract to serve as the Special Labor Attorney for calendar year 2019; and

WHEREAS, Chasan, Lamparello, Mallon & Cappuzzo., P.C. was previously appointed
Special Labor Attorney to the Borough of Ridgefield for calendar year 2018; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with
Chasan, Lamparello, Mallon & Cappuzzo, P.C.as required by law; and

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

6. FURTHER RESOLVED that funding for the payment herein authorized shall be paid from the Account Number 01-2010-20-1562-048 in an amount not to exceed \$65,000.00. The funds are available in the 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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 Chasan, Lamparello, Mallon & Cappuzzo, P.C., having offices at 300 Lighting Way, Secaucus, New Jersey, hereinafter called the "SPECIAL LABOR ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Chasan, Lamparello, Mallon & Cappuzzo, P.C. 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 2019, 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 \$110.00 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

CHASAN, LAMPARELLO, MALLON &
CAPPUZZO, P.C.

WITNESS:

DATE:

By:_____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 80-2019

WHEREAS, the Borough of Ridgefield is the current owner of a 2008 Ford Crown Victoria, four door sedan presently assigned to the Fire Department.

WHEREAS, said vehicle is no longer needed for municipal purposes; and

WHEREAS, the Pink Heals Bergen County New Jersey, Inc. is a duly incorporated non-profit organization or association that has as its ultimate goal the providing of educational and medical services in the fight against breast cancer; and

WHEREAS, the said vehicle is of nominal value only;

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

1. The Borough hereby donate to Pink Heals Bergen County New Jersey, Inc. a 2008 Ford Crown Victoria, four door sedan, VIN 2FAFP71V18X132941.
2. The Mayor and the Borough Clerk be, and they hereby are, authorized and directed to execute such transfer documents, as the Borough Attorney may deem necessary and appropriate in order to accomplish the transfer to Pink Heals Bergen County New Jersey, Inc.

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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 81-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Linda Silvestri receive a salary increase of \$1,500.00 in addition to the 2% of her salary increase that was previously received as Borough Clerk effective as of January 1, 2019.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 82-2019

WHEREAS, the Department of Public Works a need for tree trimming and tree removal services,

WHEREAS, the borough advertised for bids received bids on December 10, 2018 and received bids on January 3, 2019 and

WHEREAS the four bids were received as follows:

Ace Tree Surgeons 507 N. Fairview Ave. Paramus, NJ 07652	\$90,000.00
Reliable Tree Services, Inc. 48 Harold St. Tenafly, NJ 07670	\$82,350.00
Rich Tree Service, Inc. 325 Bergen St. South Plainfield, NJ 07080	\$80,965.00
Beucler Tree Experts, LLC 48 Harold St. Tenafly, NJ 07670	\$61,900.00

WHEREAS, after careful review and analysis, the Bid Committee recommends that a contract be awarded to Beucler Tree Experts, LLC, 48 Harold St., Tenafly, NJ 07670 as the lowest responsible bidder; and

WHEREAS, the maximum amount of the contract is \$61,900.00 and funding for this purchase is available through the Shade Tree Trust Account 03-2955, as evidenced by the Borough's Chief Financial Officer's certification;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that a contract in an amount not to exceed \$61,900.00 be awarded to Beucler Tree Experts, LLC;

BE IT FURTHER RESOLVED, that said bidder be required to execute and deliver the contract bond and other documents as set forth in the specification under with the bid was made within the time period therein specified, and thereupon the Mayor and Borough Clerk are hereby authorized to execute such a contract;

BE IT FURTHER RESOLVED, that a duly executed copy of the contract be filed with the office of the Borough Clerk.

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 28, 2019

Presented by Mayor Suarez

RESOLUTION NO. 83-2019

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

GLORIA OH

be appointed Alternate Borough Prosecutor for calendar year 2019.

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 28, 2019

Presented by Mayor Suarez

RESOLUTION NO. 84-2019

WHEREAS, provision of clean drinking water is one of the most important services that Suez North America provides to its customers in Bergen and Hudson counties; and

WHEREAS, Suez North America's most recent random samplings taken from July 2018 to December 31, 2018 showed dangerous levels of lead in a percentage of homes tested; and

WHEREAS, Suez North America has identified approximately 8,600 customers who have lead service lines owned by the utility; and

WHEREAS, Suez North America has reached a tentative agreement with the New Jersey Department of Environmental Protection to replace only seven percent of these lead service lines annually; and

WHEREAS, this lead service line replacement plan tentatively agreed to by Suez North America and the New Jersey Department of Environmental Protection would take nearly 15 years to complete; and

WHEREAS, the customers of Suez North America in Bergen and Hudson counties deserve a clean safe source of water; and

WHEREAS, a replacement plan that takes more than a decade to address what is a public health crisis is untenable, irresponsible, unsafe and unfair to Suez North America customers in both Bergen and Hudson counties; and

WHEREAS, the Borough of Ridgefield calls on Suez North America to commit to an aggressive replacement program for the removal of all lead service lines the utility owns in as short a timeframe as possible; and

WHEREAS, the Borough of Ridgefield calls on the New Jersey Department of Environmental Protection, NJDEP Commissioner Catherine McCabe, the New Jersey Board of Public Utilities, the New Jersey State Legislature and Governor Phil Murphy to hold Suez North America accountable and demand that they commit to an aggressive replacement plan for all lead service lines they own; and

WHEREAS, water quality for all residents of Bergen and Hudson counties must be of paramount importance as a basic human right;

NOW THEREFORE BE IT RESOLVED that the Borough of Ridgefield demands that Suez North America and the New Jersey Department of Environmental Protection take immediate and expedited action to safeguard the drinking water in Bergen and Hudson County homes; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the New Jersey Department of Environmental Protection, NJDEP Commissioner Catherine McCabe, the New Jersey Board of Public Utilities, the New Jersey State Legislature, Governor Phil Murphy and Suez North America.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 85-2019

WHEREAS, there is a need for remediation services for at the Ridgefield DPW Garage;
and

WHEREAS, Ellas Environmental, LLC., P.O. Box 1105, Secaucus, NJ 07096 was awarded the contract as Environmental Consultant on Resolution 93-2018 through December 31, 2018 and reappointed on January 4, 2019.

Ellas Environmental has submitted a proposal dated January 22, 2019 for additional professional environmental services at the DPW site for lump sum cost not to exceed \$58,075.50;
and

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 Enviromental as required by law.
2. 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.
3. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

BE IT FURTHER RESOLVED, that funding is available in the capital fund Ordinance 2338, account 04-2150-55-2338-003 in an amount not to exceed \$58,075.50 as certified by the Chief Finance; 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				



Committed to Providing Sound Environmental Solutions

January 22, 2019
Transmitted via Email

The Borough of Ridgefield
604 Broad Avenue
Ridgefield, NJ 07657
Attn: Diane Sherry, CFO

RE: Additional Professional Environmental Services – Remedial Action
Ridgefield DPW Garage Site
515 Church Street, Ridgefield, NJ
NJDEP PI: 003808
Our File No.: 0249-03-02

Dear Ms. Sherry:

As discussed, below please find the remaining tasks for authorization pertaining to the above referenced site:

1. Free Product Mitigation	\$3,740.50
2. Injection Field Application	\$24,000.00
3. Post-Rem Soil Sampling/Testing	\$14,145.00
4. Post-Rem Groundwater Sampling/Testing	\$6,640.00
5. Monitoring Well Abandonment	\$9,550.00
Total:	\$58,075.50

Above figures are from our proposal dated March 28, 2018. Please note, one round of enhanced fluid recovery has been performed and the cost for the event was deducted from task estimate. Please refer to the aforementioned proposal for task details.

If you have any questions or concerns, please do not hesitate to contact me at (201) 725-0591, or via email at eballas@ellasenviro.com.

Very Truly Yours,
Eleanna Ballas

Eleanna Ballas, Principal

Cc: Mayor Anthony Suarez, Esq.
Ray Ramirez, Borough Administrator
Russel Castelli, Council President

Ellas Environmental, LLC ~ P.O. Box 1105 ~ Secaucus, New Jersey 07096 Ph.:201.725.0591

www.ellasenviro.com

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BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 86-2019

WHEREAS, there is a need for remediation services for at the Ridgefield Borough Hall;
and

WHEREAS, Ellas Environmental, LLC., P.O. Box 1105, Secaucus, NJ 07096 was awarded the contract as Environmental Consultant on Resolution 93-2018 through December 31, 2018 and reappointed on January 4, 2019.

Ellas Environmental has submitted a proposal dated January 22, 2019 for additional professional environmental services at the Borough Hall site for lump sum cost not to exceed \$58,075.50; and

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 as required by law.
2. 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.
3. A notice of this action shall be printed in *The Record* and/or www.ridgefieldnj.gov.

BE IT FURTHER RESOLVED, that funding is available in the capital fund Ordinance 2338, account 04-2150-55-2338-003 in an amount not to exceed \$62,985.00 as certified by the Chief Finance; 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				



Committed to Providing Sound Environmental Solutions

January 22, 2019
Transmitted via Email

The Borough of Ridgefield
604 Broad Avenue
Ridgefield, NJ 07657
Attn: Diane Sherry, CFO

RE: Additional Professional Environmental Services – Remedial Action
Ridgefield Borough Hall Site
604 Broad Avenue, Ridgefield, NJ
NJDEP PI: 002654
Our File No.: 0249-02-02

Dear Ms. Sherry:

As discussed, below please find the remaining tasks for authorization pertaining to the above referenced site:

1. Free Product Mitigation	\$5,050.00
2. Injection Well Installation	\$14,100.00
3. Injection Field Application	\$15,000.00
4. Post-Rem Groundwater Sampling/Testing	\$18,880.00
5. NJDEP Fee – Remedial Action Permit-GW	\$1,955.00
6. Monitoring Well Abandonment	\$8,000.00
Total:	\$62,985.00

Above figures are from our proposal dated March 28, 2018. Please refer to this proposal for task details.

If you have any questions or concerns, please do not hesitate to contact me at (201) 725-0591, or via email at eballas@ellasenviro.com.

Very Truly Yours,
Eleanna Ballas

Eleanna Ballas, Principal

Cc: Mayor Anthony Suarez, Esq.
Ray Ramirez, Borough Administrator
Russel Castelli, Council President

Ellas Environmental, LLC ~ P.O. Box 1105 ~ Secaucus, New Jersey 07096 Ph.:201.725.0591
www.ellasenviro.com

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BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 87-2019

WHEREAS, Safeland Title Co has deposited a check on behalf of 4 Hillside Ct, LLC in the amount of \$9,571.50 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 18-005, Block 2204 Lot 18, further known as 4 Hillside Court, sold to Clemente Enterprises, LLC and whereas \$21,500.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and she is hereby authorized to issue and sign a check in the amount of \$9,571.50 from the Suspense Account and a check for \$21,500.00 from the Trust Account;

BE IT FURTHER RESOLVED that the check in the amount of \$9,571.50 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$21,500.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to Clemente Enterprises, LLC and be mailed to PO Box 141, Wyckoff, New Jersey 07481.

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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 88-2019

WHEREAS, Alpha Funding Solutions has deposited a check on behalf of 779 Shetland, LLC in the amount of \$12,173.73 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 18-001, Block 205 Lot 16, further known as 779 Shetland Lane, sold to US Bank Cust for Act Lien and whereas \$26,100.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and she is hereby authorized to issue and sign a check in the amount of \$12,173.73 from the Suspense Account and a check for \$26,100.00 from the Trust Account;

BE IT FURTHER RESOLVED that the check in the amount of \$12,173.73 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$26,100.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to US Bank as Custodian for Act Lien and be mailed to 50 S. 16th St, Suite 2050, Philadelphia, PA 19102.

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 28, 2019

Presented by Mayor Suarez

RESOLUTION NO. 89-2019

BE IT RESOLVED, that the Mayor and Council appoints:

ALAMO INSURANCE GROUP, INC.

as Risk Manager/ Insurance Agent for calendar year 2019.

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 28, 2019

Presented by Mayor Suarez

RESOLUTION NO. 90-2019

BE IT RESOLVED, that the Mayor and Council appoints:

WATERS, McPHERSON, McNEILL, PC

as Tax Appeal Attorney for calendar year 2019.

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 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 91-2019

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 2019; 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 2018; and

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

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

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

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from the Account No. 01-2010-20-1562-187 in an amount not to exceed \$30,000.00. The funds are available in the 2019 Temporary Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	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, 7th Floor, Secaucus, New Jersey, hereinafter called the "TAX APPEAL ATTORNEY".

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously appointed Waters, McPherson, McNeill, P.C. as Tax Appeal Attorney for calendar year 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 labor relations 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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 92-2019

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

IVAN DONADIC

be appointed as a School Crossing Guard for the remainder of the 2018/2019 school year effective immediately at the hourly rate of \$12.90.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 93-2019

WHEREAS, the Borough of Ridgefield (“Borough”) and the Ridgefield Deputy Chief of Police Robert Meurer (“Deputy Chief Meurer”) have been engaged in negotiations for an employment contract; and

WHEREAS, the parties have reached a settlement with respect to those negotiations, the terms and conditions of which have been set forth in the agreement between the Borough and Deputy Chief Meurer for the years 2017-2021, a copy of which is on file in the Borough Clerk’s office.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Employment Agreement between the Borough and Deputy Chief Meurer is authorized and approved.
3. This Resolution shall be effective immediately.
4. Any resolution or parts of any resolutions inconsistent with the provisions of this Resolution are hereby repealed.

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				

**EMPLOYEE AGREEMENT BETWEEN
DEPUTY CHIEF OF POLICE ROBERT C. MEURER
AND THE
BOROUGH OF RIDGFIELD**

This employment agreement (“Agreement”) is made and entered into as of _____, 2019 by and between the Borough of Ridgefield (“Employer”), and Robert Meurer (“Meurer”).

In consideration of the mutual covenants, conditions, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2017, through December 31, 2021. It is understood that this Agreement shall remain in full force and effect until a successor agreement is approved by the parties.

2. Duties of the Deputy Chief

Meurer shall serve as the Deputy Chief of the Borough of Ridgefield’s Police Department (“Department”). Subject to the Police Chief’s approval, he shall assist the Police Chief in management and discipline of the Department, participate in the development of Department policies and regulations, supervise subordinates perform such duties and responsibilities set forth in the Ridgefield Borough Code, Chapter 75-5; and the Deputy Chief shall fulfill these duties in accordance with federal and New Jersey State laws, and the rules, regulations, and guidelines promulgated by the Attorney General of the State of New Jersey.

3. Work Schedule

The parties recognize that the position of Deputy Chief is a management position. As such, the Deputy Chief is not required to work a set number of hours, but rather is expected to put in the time necessary to properly operate his department, consistent with the schedules worked by managers in the private industry. Accordingly, the Deputy Chief is not entitled to, and shall not receive, overtime or compensatory time. The Deputy Chief is expected to devote substantially all of his working time to his duties in connection with the operation of

the Ridgefield Police Department. The Employer recognizes that in those instances when the Deputy Chief is required to work other than “normal and typical hours”, he may adjust his schedule accordingly in order to compensate for same, provided that the Police Chief approves and permits the schedule change. Notwithstanding the foregoing, it is expected that the Deputy Chief shall be available during Borough hours of business on a daily and weekly basis.

4. **Professional and Personal Use of Borough Vehicle**

The Borough agrees to supply the Deputy Chief of Police with an unmarked automobile to be used for police work and for his personal use. The make and model of the automobile shall be determined by the Borough, in the Borough’s discretion. However, it shall be equipped with such equipment as is reasonably required for police work. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Deputy Chief of Police. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Deputy Chief of Police’s personal use, at which time the Deputy Chief of Police shall be responsible for the cost of gasoline. The automobile shall not be driven by anyone other than the Deputy Chief of Police, except that the Deputy Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

5. **Salary**

The Deputy Chief’s annualized base salary, not including longevity, during the following time periods, shall be as follows:

January 1, 2017- December 31, 2017- \$147,740

January 1, 2018- December 31, 2018- \$150,695

January 1, 2019- December 31, 2019- \$153,709

January 1, 2020- December 31, 2020- \$156,783

January 1, 2021- December 31, 2021- \$159,919

6. Benefits and Longevity

The Deputy Chief shall be entitled to the following benefits set forth in the Collective Bargaining Agreement Between the Borough of Ridgefield and Ridgefield PBA Local 330, entered January 6, 2018 (“PBA Contract”): Sick Leave (Article VI); Vacations (Article VIII); Holidays, including past practice established thereunder (Article IX); Longevity (Article XII); College Credits, provided course are directly related to police work or the Deputy Chief’s duties (Article XIII); Work Incurred Injury (Article XVI); Medical, Dental, and Eye Care Plans (Article XXII), and Insurance (Article XXV), as said Articles may be amended or renegotiated in any successor PBA contract, and subject to the following:

6.1 Vacations

Vacation days that are not used in any one year may be carried over to the next year, but those days carried over must be used within the first quarter of the next year, or they are lost. There shall be no compensation for unused sick days.

The Deputy Chief shall provide notice to the Police Chief reasonably in advance of the use of vacation time.

6.2 Return Time

The Deputy Chief may not accrue return time.

6.3 Medical, Prescription, Dental, and Eye Care Plans

Health Care benefits provided under the PBA Contract shall be subject to the mandatory contributions, limitations, and other applicable provisions of the law concerning pension and health care benefits, P.L. 2011, c. 78, having an effective date of June 28, 2011.

7. MISCELLANEOUS PROVISIONS

7.1. The Borough shall supply the Deputy Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in

accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Deputy Chief of Police, subject to the approval of the Borough, and such approval shall not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, except those claims arising out of intentional acts or omissions, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

7.2. Unless specifically set forth in this agreement, the terms and conditions contained in the P.B.A.'s current collective bargaining agreement are not incorporated into this agreement.

7.3. In the event that prior to his retirement, the Deputy Chief of Police shall die of any cause, whether it be natural or un-natural, either while engaged in the performance of his official duties or while engaged in any off duty activity, the Borough of Ridgefield shall pay to the Estate of the Deputy Chief of Police all payments of accrued unused holidays, unused personal days, unused vacation days, unused sick days and unused schedule adjustment days that the Deputy Chief of Police would have been entitled to payment for as if he had retired on the date of his death.

8. Termination

This agreement may be terminated by:

- 8.1 Mutual Agreement of the parties;
- 8.2 Unilateral termination by the Deputy Chief (whether due to retirement or resignation) upon ninety (90) days written notice to the Employer; or
- 8.3 Pursuant to removal proceedings under N.J.S.A. 40A:14-147, et seq.

9. FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain-able issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

10. Consultation with an Attorney

The parties have consulted with their attorneys with respect to this Agreement, and they reviewed with their attorneys all the terms and conditions of this Agreement before signing this Agreement.

11. Savings Clause

If, during the term of this Agreement, it is found that a specific clause is illegal under Federal or State law or regulations, the remainder of the Agreement not affected by such law or regulation shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Witness:

Deputy Chief of Police

Dated: _____

Witness:

Linda Silvestri
Borough Clerk

Anthony R. Suarez
Mayor

Dated: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 94-2019

WHEREAS, N.J.S.A. 40A:4-59 provides that if, during the first three months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserves over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or any appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer is herewith directed to execute the following transfers in the CY 2018 budget appropriation reserves:

<u>CURRENT FUND</u>	FROM	TO
Legal Services O/E	\$15,000.00	
Police S&W	18,901.00	
Tax Collection O/E		\$3,600.00
Fire Protection S&W		19,581.00
Sanitation O/S		3,632.00
Electric and Gas		7,088.00
	\$33,901.00	\$33,901.00

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				

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.

Diane Sherry,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting January 28, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 95-2019

BE IT RESOLVED, that warrants totaling **\$3,836,447.72**
be drawn on the following accounts:

CURRENT	\$3,450,083.41
TRUST	\$37,234.87
CAPITAL	\$349,047.09
POOL	\$82.35
TOTAL	\$3,836,447.72

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 96-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a title search be authorized for Meadowlands Field.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 97-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Howard J. Woods Jr. & Associates, L.L.C. proposal dated January 15, 2019 regarding Hamilton Avenue water main break be authorized in an amount not to exceed \$5,500.00 subject to availability of funds.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 98-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Howard J. Woods Jr. & Associates, L.L.C. proposal dated January 15, 2019 regarding BCUA Tier II Users be authorized in an amount not to exceed \$5,900.00 subject to availability of funds.

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 28, 2019

Presented by Councilman Castelli

RESOLUTION NO. 99-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a title search be authorized for the property between Ray Avenue and Florence Street.

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