BOROUGH OF RIDGEFIELD

A G E N D A

Regular and Executive Session Meeting of the Mayor and Council

Date: June 25, 2024

Open Public Meetings Statement by
Mayor Jimenez

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

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Jimenez		
Kontolios		
Ryu		
Congalton-Hali		
Kim		
Ramundo		
Said		

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

As advertised, hearing will be held on Ordinance No. 2492 entitled, "AN ORDINANCE AMENDING CHAPTER 375, VEHICLES AND TRAFFIC, ARTICLE X, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2493 entitled, "AN ORDINANCE AMENDING CHAPTER 293, PARKS, SUBSECTION 293-5, RULES AND REGULATIONS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2494 entitled, “AN ORDINANCE ESTABLISHING THE POSITION OF PARKING ENFORCEMENT OFFICER”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2495 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:

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

180-2024	Councilman Kontolios	Liquor License Renewals 2024/2025
181-2024	Councilman Kontolios	Liquor License Transfer-Whesik Corp.
182-2024	Councilwoman Congalton-Hali	Hire Additional Swim Pool Personnel
183-2024	Councilman Kontolios	Shared Service Agreement-County of Bergen Use of Vehicles
184-2024	Councilman Said	Corrective Action Plan
185-2024	Councilman Kontolios	Shared Service Agreement-County of Bergen Vehicle Maintenance
186-2024	Councilman Kontolios	Professional Service Agreement - Colliers Engineering FY2023 CDBG Roadway Improvement Charlotte Terrace
187-2024	Councilman Kontolios	Professional Service Agreement - Colliers Engineering FY2024 NJDOT Local Municipal Aid Roadway Improvement Sketch, Meuter and Bernard
188-2024	Councilman Kontolios	Hire Part-Time DPW/Sanitation Employee
189-2024	Councilman Said	Merit Increase – A. Gramuglia
190-2024	Councilman Kontolios	Hire Violations Clerk-K. Jaber

COUNCIL VOTE

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

RESOLUTIONS:

191-2024 Councilman Said Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCIL:

COMMENTS BY ADMINISTRATOR:

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

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

Respectfully submitted,

Linda M. Silvestri
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2492

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, VEHICLES AND TRAFFIC, ARTICLE X, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

introduced on the 10th day of June, 2024, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 10, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2492

"AN ORDINANCE AMENDING CHAPTER 375, VEHICLES AND TRAFFIC, ARTICLE X, 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 "Vehicles and Traffic" Article X "Alternate Side of Street Parking" Section 376-36 "Provisions specified" is hereby amended and supplemented as follows:

§ 376-36 Provisions specified

New Language:

Broad Avenue	West	9:00 a.m. to 3:00 p.m. Friday	Beginning at a point 652 feet south from the point where said western curb line of Broad Avenue intersects with the southern curb line of Virgil Avenue, and continuing the length of Broad Avenue until said western curb line intersects with the northern curb line of River Street

SECTION II. Severability.

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.

SECTION III. This Ordinance shall take effect immediately upon passage and publication according to law.

SECTION IV: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilwoman Congalton-Hali

ORDINANCE NO. 2493

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 293, PARKS, SUBSECTION 293-5, RULES AND REGULATIONS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

introduced on the 25th day of June, 2024, do now pass a first reading and that said Ordinance be further considered for final passage a regular meeting to be held on the 15th day of July, 2024 at 6:30 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilwoman Congalton-Hali

ORDINANCE NO. 2493

"AN ORDINANCE AMENDING CHAPTER 293, PARKS, SUBSECTION 293-5, RULES AND REGULATIONS, 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:

Subsection 293-5. Rules and Regulations.

L. Shall be amended to read as follows:

Bicycles, Scooters and Electric Powered Modes of Transportation

1. Bicycles and scooters may be ridden in Veteran's Memorial Park except for the following designated areas and times;

    a. No bicycle or scooter riding in the specifically marked and designated pedestrian safety corridor.
    b. No bicycle or scooter riding during summer camp hours of operation.
    c. An alternate location will be provided for electric powered modes of transportation to be operated during set days and times within the borough, as designated by the appropriate authority.

2. Bicycles, scooters and/or electric powered modes of transportation will not be operated in a reckless manner and must yield to pedestrians at all times. Bicycles, scooters and/or electric powered modes of transportation riding may be temporarily suspended at any time at the discretion of the Police Department, Parks and Recreation Department with the consent of the Mayor and Council.

3. Bicycles and scooters may not be ridden in other parks and recreational facilities, unless otherwise designated by the appropriate authority.

4. Electric powered modes of transportation shall not be operated within public parks, and riders must dismount from the electric powered modes of transportation and walk it, if necessary, to traverse the park to reach their desired destination, unless otherwise designated and posted by the appropriate authority.

5. Handicap accessibility devices and equipment shall be permitted in all parks and recreation facilities.

6. As per state law, any person under the age of seventeen (17) must wear a helmet while riding a bicycle, scooter and/or electric powered mode of transportation.

SECTION II: All remaining provisions of Section 293-5 will remain in full force and effect.

SECTION III: This Ordinance shall take effect upon final passage and publication in the manner provided by 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:

_____

Hugo Jimenez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2494

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

"AN ORDINANCE ESTABLISHING THE POSITION OF
PARKING ENFORCEMENT OFFICER"

introduced on the 25th day of June, 2024, do now pass a first reading and that said Ordinance be further considered for final passage a regular meeting to be held on the 15th day of July, 2024 at 6:30 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

ORDINANCE NO. 2494

"AN ORDINANCE ESTABLISHING THE POSITION OF PARKING ENFORCEMENT OFFICER"

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

Section I:

Article IV of the Code of the Borough of Ridgefield be, and hereby is, amended by establishing the following provisions as Article XII of Chapter 66 of the Code of the Borough of Ridgefield:

A. Title of Article XII shall be Parking Enforcement Officer, and the following provisions are inserted:

ARTICLE XII. PARKING ENFORCEMENT OFFICER

§ 66-41. Appointment and number.

The Mayor and Council may appoint up to 10 parking enforcement officers for the Borough of Ridgefield. After the initial appointment, a parking enforcement officer shall be appointed annually with a term of office running from January 1 to December 31.

§ 66-42. Powers and duties.

A. A parking enforcement officer for the Borough of Ridgefield shall enforce State, County or Municipal statutes, resolutions, ordinances, or regulations related to the parking of vehicles within the Borough of Ridgefield under the direction of the Chief of Police and the Ridgefield Police Department.

B. A parking enforcement officer shall possess the power and authority to:

(1) Issue a parking ticket for parking offenses as those two terms are defined in the Parking Offenses Adjudication Act, P.L. 1985, c. 14 (N.J.S.A. 39:4-139.2 et seq.).

(2) Serve and execute all processes for any parking offenses issued out of the Ridgefield Municipal Court.

(3) Cause any vehicle parked, stored or abandoned in Ridgefield in violation of a statute, resolution, ordinance or regulation to be towed away from the scene of the violation and to collect from the vehicle owner or the owner's agent, on behalf of Ridgefield, the costs

of the towing and subsequent storage of the vehicle before surrendering the vehicle to the owner or agent.

C. A parking enforcement officer shall perform the duties of a crossing guard on an as needed basis as directed by the Police Department and shall perform any additional tasks as assigned by the Police Department.

§ 66-43. Restrictions on powers and benefits.

A. A parking enforcement officer is not a special law enforcement officer within the meaning of the Special Law Enforcement Officers' Act, P.L. 1985, c. 439 (N.J.S.A. 40A:14-146.8 et seq.) and is not a member of the Police Force of Ridgefield. No parking enforcement officer may carry or use a firearm while on duty. A parking enforcement officer is deemed to be on duty while the officer is performing the public safety functions enumerated in § 48-10 of this article and for which the officer is receiving compensation from the borough.

B. A parking enforcement officer is not eligible for membership in the Police and Firemen's Retirement System established pursuant to P.L. 1944, c. 255 (N.J.S.A. 43:16A-1 et seq.).

§ 66-44. Minimum Qualifications.

No person may be appointed as a parking enforcement officer unless, at a minimum, the person:

A. Is a resident of this state during the term of appointment.
B. Is able to read, write and speak the English language well and intelligently.
C. Is of sound mind and in good health.
D. Is of good moral character.
E. Has not been convicted of any offense involving dishonesty or which would make the person unfit to perform the duties of his office.

§ 66-45. Fingerprints required; report of qualifications.

A. An applicant for the position of parking enforcement officer appointed pursuant to this article shall have fingerprints taken, which fingerprints shall be filed with the Division of State Police and the Federal Bureau of Investigation.

B. Before any parking enforcement officer is appointed pursuant to this article, the Chief of Police of Ridgefield shall ascertain the eligibility and qualifications of the applicant and report these determinations in writing to the appointing authority.

§ 66-46. Training course required; waiver.

No person appointed after the effective date of this article may commence duties as a parking enforcement officer unless that person has successfully completed a training course conducted or approved by the borough. The Mayor and Council may waive this training requirement for any person otherwise eligible to be appointed as a parking enforcement officer under this article if

the person possesses substantially equivalent training and background, as determined by the Chief of Police.

§ 66-47. Uniform.

Prior to the commencement of duties, every parking enforcement officer shall be furnished with a uniform which shall clearly identify the officer's function. The uniform shall include but not be limited to a hat and appropriate badges which shall bear an identification number or name tag and the name of the municipality in which the officer is employed. The uniform shall also include an insignia issued by the municipality which clearly indicates the officer's status as a parking enforcement officer. The uniform shall be distinct in color from the uniform of a regular police officer or special law enforcement officer.

§ 66-48. Compensation.

Compensation for a parking enforcement officer of the Borough of Ridgefield shall be determined by the Mayor and Council and provided for in the borough's Annual Salary Ordinance.

Section II. Repealer.

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

Section III. Severability.

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.

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

Approved:

_____

Hugo Jimenez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Said

ORDINANCE NO. 2495

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 25th day of June, 2024, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 15th day of July, 2024 at 6:30 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Said

ORDINANCE NO. 2476

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

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

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

POSITION	MINIMUM	MAXIMUM
Mayor		$6,750
Councilpersons		$4,500
Borough Clerk	$45,000	$115,000
Assistant to Borough Clerk (stipend)	$5,000	$7,500
Municipal Administrator	$20,000	$190,000
Chief Financial Officer/Treasurer	$65,000	$190,000
Assistant Treasurer	$15,000	$40,000
Purchasing Agent	$10,000	$25,000
Assessor of Taxes	$10,000	$30,000
Assistant to Tax Assessor (stipend)		$1,500
Tax Searcher (stipend)		$1,000
Collector of Taxes	$10,000	$30,000
Tax Department Technical Clerk	$5,000	$7,500
Human Resources/Payroll Officer	$35,000	$64,000
Systems Administrator	$75,000	$125,000
Board Secretaries:		
Rent Leveling Commission (stipend)	$6,000	$6,500
Planning Board	$7,200	$12,800
Construction Official, Building Subcode Official		

and Building Inspector	$10,000	$60,000
Building Subcode Official and Building Inspector	$7,000	$30,000
Electrical Subcode Official	$7,000	$15,000
Elevator Inspector	$7,000	$15,000
Fire Subcode Official	$7,000	$15,000
Plumbing Subcode Official	$7,000	$15,000
Building Technical Assistant	$35,000	$85,000
Zoning Officer	$7,000	$20,000
Housing Inspector(s)	$5,000	$15.000
Property Maintenance Official (stipend)	$5,000	$15,000
Property Maintenance Inspectors (per hour)	$23.00	$30.00
Clerks, Secretaries, Administrative Assistants	$35,000	$85,000
Magistrate	$15,000	$35,000
Municipal Court Administrator	$50,000	$90,000
Deputy Municipal Court Administrator	$35,000	$60,000
Prosecutor	$7,500	$19,000
Patrol Officers	$46,988	$154,206
Sergeants	$152,378	$158,534
Lieutenants	$158,495	$164,898
Captain	$164,346	$170,986
Detectives (stipend)		$1,000
Deputy Chief of Police	$125,000	$210,000
Chief of Police	$135,000	$225,000
Special Police Officer – Class I (per hour)	$18.00	$35.00
Special Police Officer – Class III	$48,000	$56,000
Traffic Enforcement Officer (per hour)	$18.00	$35.00
Crossing Guards (per hour)	Minimum Wage	$30.00
Emergency Management Coordinator	$5,000	$25,000
Fire Prevention Bureau Official	$15,000	$50,950
Fire Inspectors – Full Time	$35,000	$65,000
Fire Inspectors – Part Time (per hour)	$20.00	$40.00
Superintendent of Public Works	$40,000	$130,000
Recycling Coordinator	$3,000	$15,000
Clean Communities Coordinator (stipend)	$750	$1,500
Heavy Equipment Operator	$35,000	$115,000
Specialized Heavy Equipment Operator	$35,000	$95,000
Sweeper Operator, DPW	$35,000	$74,285
General Equipment Operator, DPW	$35,000	$81,035
Special Skills, DPW	$35,000	$115,000
Custodians, DPW	$35,000	$50,000
Foreman, DPW	$35,000	$85,000
Assistant Foreman, DPW	$35,000	$67,918
Shop Foreman, DPW	$35,000	$85,530
Mechanics, DPW	$35,000	$70,000
Chief Mechanic, DPW	$35,000	$85,958
Road Foreman	$45,000	$105,000

Collection System Official	$4,500	$8,000
Sanitation/Recycling Foreman	$35,000	$64,000
Sanitation Driver	$35,000	$80,000
Sanitation Lifter	$35,000	$66,631
Lifter serving as Driver for day	½ hour overtime per day	
Recycling Monitors (per hour)	Minimum Wage	$25.00
Per Diem Bus Driver (weekend only trips)	$200	$400
Assistant Recreation Director	$5,000	$30,000
Recreation Director	$50,000	$135,000
Camp Director	$5,000	$12,000
Assistant Camp Director	$5,000	$10,000
Senior Citizen Coordinator (stipend)	$5,000	$10,000
Pool Director	$5,000	$16,500
Pool Manager	$8,000	$25,000
Assistant Pool Manager	$8,000	$12,000
Pool Maintenance Supervisor	$5,000	$10,000
Program Director/Community Center Director	$35,000	$60,000
Youth Center Attendant (per 3 hour shift)	$45.00	$65.00
Part-time help, all departments (per hour)	Minimum Wage	$35.00
Seasonal Part-time help, all departments (per hour)	Minimum Wage	$25.00
Seasonal Part-time help, under 18 yrs. Old Recreation Department and Swimming Pool (per hour)	$13.73	$25.00

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:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 180-2024

BE IT RESOLVED, that Liquor Licenses be issued to the following applicants pursuant to an Act of Legislature of the State of New Jersey, entitled, "AN ACT CONCERNING ALCOHOLIC BEVERAGES" passed December 6, 1953 and amendments thereto, and the Borough Ordinance 498 entitled, "AN ORDINANCE CONCERNING ALCOHOLIC BEVERAGES" adopted July 2, 1946, and amendments thereto, such licenses to expire July 1, 2024 and paid to June 30, 2025.

NAME OF LICENSEE	ADDRESS	STATE LICENSE
	PLENARY RETAIL CONSUMPTION	
The Stancato, Inc. D/B/A Café Tivoli	533 Shaler Boulevard Ridgefield, NJ	0249-33-016-004
Jay Jala Bapa, Inc. D/B/A Ridgefield Liquors	520 Shaler Boulevard Ridgefield, NJ	0249-32-012-010
Waterfalls Associates, Inc. D/B/A Gotham City Diner	550 Bergen Boulevard Ridgefield, NJ	0249-33-011-006
Barbrothers Ridgefield LLC D/B/A Colonial Bar & Liquors	719D Grand Avenue Ridgefield, NJ	0249-33-014-007
Bistro 686, Inc.	686 Grand Avenue Ridgefield, NJ	0249-33-005-003
Cantina 46 LLC	88 Route 46 West Ridgefield, NJ	0249-33-003-014
Main Street Food Corp.	630 Broad Avenue Ridgefield, NJ	0249-33-002-005
Tom Tim and Pat, Inc.		0249-33-013-002
Jinny Jinouk Kwon		0249-33-007-009

VL Liquor LLC	482 Bergen Boulevard Ridgefield, NJ	0249-33-009-012

PLENARY RETAIL DISTRIBUTION LICENSE

JC & D Best Wine & Liquor LLC	321 Broad Avenue, Suite 102 Ridgefield, NJ	0249-44-006-007

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 181-2024

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 0249-33-001-010, heretofore issued to Texas Steak House, Inc.with a mailing address of 441 Broad Avenue, Ridgefield, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield does hereby approve, effective July 1, 2024 the transfer of the aforesaid Plenary Retail Consumption License to Whesik Corp.with a mailing address of 441 Broad Avenue, Ridgefield, NJ and does hereby direct the Borough Clerk to endorse the license certificate to the new ownership as follows: “This license, subject to all its terms and conditions, is hereby transferred to Whesik Corp. effective July 1, 2024.”

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilwoman Congalton-Hali

RESOLUTION NO. 182-2024

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

ALEXIS NUNEZ

and

IZABELLA SKOBLAR

be hired as additional Swim Pool Personnel for the 2024 pool season effective May 30, 2024 at the hourly rate of $15.25.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 183-2024

WHEREAS, the County of Bergen owns certain vehicles and equipment(the "Equipment") that it could make available to the Borough of Ridgefield, subject to the operational needs of the County of Bergen; and

WHEREAS, some of the Equipment was acquired by the County of Bergen's Office of Emergency Management pursuant to State and Federal grants for the express purpose of making same available to the municipalities within Bergen County, and is controlled by the County of Bergen's Office of Emergency Management ("OEM"); and

WHEREAS, other equipment is controlled by other departments of the County of Bergen, such as Public Works and Parks; and

WHEREAS, due to emergencies, mechanical breakdown or budgetary restrictions, the need arises occasionally for which the Borough of Ridgefield does not possess the required equipment; and

WHEREAS, the County of Bergen and the Borough of Ridgefield recognize the need to enter into a written agreement between the County of Bergen and the Borough of Ridgefield in advance of the actual need, to govern the terms under which the County of Bergen will make the County's Equipment available for the use of the Borough of Ridgefield; and

WHEREAS, the County of Bergen and the Borough of Ridgefield have determined that by entering into this Shared Services Agreement governing the terms for sharing of County of Bergen's owned Equipment, the parties will be able to facilitate the prompt availability of such Equipment at such time as the Borough of Ridgefield has a need to utilize it;

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A.40A:65-l, *etseq.).*

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

1. The Mayor and Council do hereby approve the attached agreement with the County of Bergen for use of vehicles.
2. The Mayor and Borough Clerk be, and they hereby are, authorized and directed to execute the agreement on behalf of the Borough of Ridgefield.

3. The Borough Clerk be, and she hereby is, authorized and directed to forward the agreement to the appropriate county official for signature once it has been signed by the Mayor.

COUNCIL VOTE

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

Approved:

_____

Hugo Jimenez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

BOROUGH OF RIDGEFIELD

FOR:

THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT

BERGEN COUNTY OFFICE OF EMERGENCY MANAGEMENT

BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SHARED SERVICES

Approved by Bergen County Resolution No. _____
Approved by Borough of Ridgefield Resolution No. 183-2024

DATE: June 25, 2024

PREPARED BY:

BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950

SHARED SERVICES AGREEMENT
SHARING OF COUNTY-OWNED
EMERGENCY AND NON-EMERGENCY EQUIPMENT

THIS AGREEMENT is made by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

Borough of Ridgefielda body politic and corporate of the State of New Jersey, withadministrative offices located at 700 Shaler Boulevard, Ridgefield, NJ 07657 hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the County of Bergen owns certain vehicles and equipment(the "Equipment") that it could make available to the Municipality, subject to the operational needs of the County; and

WHEREAS, some of the Equipment was acquired by the County's Office of Emergency Management pursuant to State and Federal grants for the express purpose of making same available to the municipalities within Bergen County, and is controlled by the County's Office of Emergency Management ("OEM"); and

WHEREAS, other equipment is controlled by other departments of the County, such as Public Works and Parks; and

WHEREAS, due to emergencies, mechanical breakdown or budgetary restrictions, the need arises occasionally for which the Municipality does not possess the required equipment; and

WHEREAS, the County and Municipality recognize the need to enter into a written agreement between the County and the Municipality in advance of the actual need, to govern the terms under which the County will make the County's Equipment available for the use of the Municipality; and

WHEREAS, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for sharing of County owned Equipment, the parties will be able to facilitate the prompt availability of such Equipment at such time as Municipality has a need to utilize it;

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A.40A:65-l, *etseq.).*

WHEREAS, the County has authorized this agreement by adoption of Resolution No. _____ on _____, 2024; and

WHEREAS, the Municipality has authorized this agreement by adoption of Resolution No. 183-2024 on June 25, 2024; and

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. Scope of Services.

A. This Agreement is intended to cover the sharing of equipment controlled by the County's Office of Emergency Management or Division of Emergency Management as appropriate, as well as equipment controlled by other Departments and Divisions of the County.

B. The purpose of this Agreement is to provide the basic terms under which the Municipality may borrow Equipment from the County for short term use should the County, in its sole discretion, determine that such Equipment is available for use by the Municipality. By entry into this Agreement, the County does not commit to loan any particular piece of Equipment to Municipality.

C. It is clearly understood by all the parties concerned that the Equipment must be available to the County for County projects, whenever needed, and that the County is entering into this Agreement with other Municipalities in the County. Consequently, any particular pieceof Equipment will only be available whenever not in use or scheduled to be used for a County project or another municipality, and even then, it will only be made available at the sole discretion of the County.

D. The County anticipates entering into this agreement with all of the municipalities in Bergen County. Therefore, the Municipality agrees to notify the County as far in advance of the Municipality's need for Equipment as possible, to permit the County to determine if the County has available equipment to loan and, if so, to coordinate among possible requests from various municipalities.

E. While the County will make every effort to make Equipment available to any municipality seeking to borrow Equipment where doing so does not compromise the County's operations, the County shall not be deemed in breach of this Agreement, and shall have no liability to the Municipality in the event the County denies Municipality's request to borrow any particular piece of Equipment.

F. This Agreement shall not apply to any Equipment for which the County requires execution of a separate agreement, or payment of a fee to borrow or use. Nor shall anything in this Agreement preclude the County from requiring execution of a separate agreement or payment of a fee to borrow or use any Equipment.

2. Term; Termination.

A. The term of this Agreement shall commence upon adoption of authorizing resolutions by both the County and the Municipality, and execution by authorized officials of both entities, and shall continue for a period of one year.

B. This Agreement shall automatically renew for successive one-year terms unless either party notifies the other in writing of intent to terminate.

C. This Agreement may be terminated by either party upon thirty days' written notice, for any reason, including administrative convenience.

D. Termination of this Agreement does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or the Municipality's obligations for maintenance or repair of the Equipment occasioned by Municipality's use thereof.

E. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

3. Compensation.

A. The Equipment loaned under this Agreement shall be loaned by the County to the Municipality free of charge. In the event any reimbursement is available from State or Federal sources (e.g. FEMA reimbursement) for use of such Equipment, Municipality agrees and acknowledges that the County is entitled to such reimbursement.

B. In the event any payment is due from the Municipality to the County (e.g. for damage to the Equipment resulting from the Municipality's use), the Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

4. County's Contact Person.

A. For purposes of Equipment controlled by the County's Office of Emergency Management, the County's Contact Person shall be the Director of the County's Division of Emergency Management, the County Emergency Management Coordinator, or either of their designees.

B. For purposes of Equipment not controlled by the County's Office of Emergency Management, the County's designated Contact Person shall be the Director of the Division of Shared Services within the Department of Public Works.

C. The Municipality shall designate one or more Contact Persons, and shall advise the County accordingly.

5. Responsibilities of the Parties.

A. When and if the Municipality wishes to borrow Equipment from the County, the Municipality's Contact Person shall submit to the County's appropriate Contact Person a written request to borrow the Equipment. The request shall include:

1. The piece of Equipment requested;
2. The reason for the request, and the use to which the Equipment will be put;
3. The approximate dates or duration for which the Municipality wishes to borrow the Equipment.
4. Any other information the Municipality wishes to include with its request;
5. Any other information required by the County, in its discretion, to evaluate the Municipality's request.

B. Requests for Equipment controlled by the County's Office of Emergency Management shall, unless otherwise permitted by the County, be submitted through the online system utilized by the County's Office of Emergency Management called "WEBEOC," or such other system that the County's Office of Emergency Management may choose to use in the future.

D. Requests for Equipment not controlled by the County's Office of Emergency Management may be submitted to the Director of the Division of Shared Services within the Department of Public Works, who shall coordinate with the directors of the various County departments and the Administration to determine whether the requested Equipment is available for loan.

C. The County anticipates entering into this agreement with several municipalities. Therefore, the Municipality agrees to notify the County as far in advance of the Municipality's need for the Equipment, to permit the County to schedule use among the Municipalities seeking to borrow the Equipment.

D. The County, upon review of the written request, shall:

1. Notify the Municipality's Contact Person of the Equipment's availability, and coordinate a time for the Municipality to take custody of the Equipment; or
2. Notify the Municipality's Contact Person that the requested Equipment cannot be loaned; or
3. If the Equipment can be loaned, but is unavailable for the date(s) requested by the Municipality, the County will notify the Municipality accordingly, and, attempt to coordinate an alternate date or set of dates for the Municipality to borrow the Equipment.

E. The Municipality shall be responsible in most instances for retrieving the Equipment from the County's storage location, which will vary depending upon the piece of Equipment.

F. The representative of the Municipality taking custody of the Equipment shall sign a statement prior to removing the Equipment from the County's property, indicating and agreeing to the following:

   i. Identifying the Equipment, utilizing the make, model, vehicle identification number, serial number, or other Equipment-specific identification;

   ii. The date on which the Municipality takes custody of the Equipment;

   iii. The date by which the Equipment will be returned;

   iv. That the Municipality has inspected the Equipment and independently determined that the Equipment is acceptable for the Municipality's purposes.

   v. Any operational requirements specific to the Equipment, that the Municipality should not reasonably be aware.

G. The Municipality shall return the Equipment no later than the date set forth in the foregoing statement, unless the Municipality requests to keep the Equipment for a longer period, and the County consents.

H. The Municipality shall take custody of and return the Equipment to the County at the storage location designated by the County. The County shall not be required to deliver the Equipment to or retrieve the Equipment from another location.

I. Prior to taking custody of the Equipment, the Municipality shall provide the County with one or more certificates of insurance meeting the requirements of Paragraph 9, "Insurance," below.

J. The Municipality agrees that persons assigned to operate the Equipment("operators") will possess all required licenses to operate the Equipment, will have fulfilled all training requirements for such operation, prior to operating said Equipment.

K. The Municipality agrees to utilize the Equipment in full and complete compliance with all Federal, State, and Local laws, standards and requirements as well as any requirements imposed by the County. In the event the County determines that the Municipality has failed to utilize the Equipment in conformance with all Federal, State, and Local laws,standards and requirements, or any requirements imposed by the County, the Municipality shall immediately return the Equipment to the County in the manner directed by the County.

L. Where the Equipment requires fuel (e.g. vehicles, generators, etc.), Municipality shall be responsible for all fuel utilized while borrowing the Equipment, and shall return the Equipment with a full fuel tank.

M. The Municipality shall be responsible for inspecting the Equipment before taking custody, and before each operation of the Equipment to ensure the Equipment is in operational condition.

N. The Municipality shall maintain written records regarding receipt, possession, inspection, and use of the Equipment, and provide them to the County upon return of the Equipment.

O. The Municipality shall be responsible for the cost of repairing any damage to the Equipment occurring while the Equipment is in the Municipality's custody.In the event that the equipment is damaged during the Municipality's possession of same, the County will provide an itemized bill to the Borough and the Municipality will pay same within forty five days of presentment of the itemized bill.

P. Depending upon the length of time the Municipality will be borrowing a piece of Equipment, the County may determine that Municipality must be responsible for the cost of regular scheduled maintenance. The County shall advise Municipality of any regular scheduled maintenance due during the period Municipality is expected to have custody of the Equipment, and whether the Municipality shall be responsible for the cost of suchregular scheduled maintenance. The Municipality shall return the Equipment to the County for regular scheduled maintenance in accordance with the manufacturer's recommended maintenance schedule.

Q. All maintenance and repair, including regular scheduled maintenance, of the Equipment shall be conducted by the County at the County's vehicle maintenance facility, currently located at the Bergen County Annex in Paramus, or by such other service provider as the County may determine. If Municipality is responsible for the cost of any maintenance or repair, same shall be charged at the County's then current rates charged under the County's vehicle maintenance shared services agreement, or the County's actual cost where repair or maintenance must be performed by an outside vendor.

R. The Municipality shall return the Equipment to the County in the same condition as when the Municipality borrowed it, normal wear and tear excepted.

S. Notwithstanding any other provision of this agreement, the Municipality will return the Equipment to the County upon the County's request within twenty four (24) hoursunder normal operations. If an emergent circumstance should occur while the equipment is in the custody of the Municipality, the emergent circumstance shall take precedence, and the Municipality shall mobilize the equipment at the direction of the County Office of Emergency Management.

6. Other Agreements.

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement

shall prohibit the County from entering into agreements to purchase, maintain, borrow, loan, sell, or otherwise dispose of the Equipment to other public or private entities.

7. Dispute Regarding Payment.

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

8. Risk of Loss; Indemnification.

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Equipment, and the Equipment is being loaned strictly in "as is" and "where is" condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality's use of the Equipment, including any loss occasioned by failure of the Equipment to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality's agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Equipment, including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Equipment.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality's use, or occur while the Equipment is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

9. Insurance.

During the term of this Agreement, the Municipality shall maintain workers' compensation insurance with statutory limits and a minimum of $1,000,000/$1,000,000/$1,000,000 Employers Liability limits, and automobile liability insurance

with a minimum liability limit of $1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Equipment used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million ($1,000,000.00) dollars covering any claims arising out of the use of the Equipment other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The County shall be listed as Additional Insured on all policies of insurance. The certificates of insurance must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Equipment, the Municipality, being responsible for the operator of the Equipment, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Equipment during such time as the Municipality has custody of the Equipment, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

10. Dispute Resolution.

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Equipment to the County immediately upon demand, regardless of the status of any dispute resolution process.

11. No Waiver.

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

12. Relationship of the Parties.

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

13. Notices.

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality:
Borough Clerk
Borough of Ridgefield
700 Shaler Boulevard
Ridgefield, NJ 07657

If to the County:
Director, Division of Shared Services
Bergen County Department of Public Works
One Bergen County Plaza
Hackensack, NJ 07410

Or

Director, Division of Emergency Management
Bergen County Office of Emergency Management
Bergen County Public Safety Operations Center
285 Campgaw Road
Mahwah, NJ 07430

With a copy to:
County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

14. Miscellaneous.

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. No Assignment.

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Equipment to any third party without the express written consent of the County.

17. No Third Party Beneficiaries.

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Entire Agreement.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

20. Severability.

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

21. Title and Headings.

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

22. Recitals.

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

23. Effective Date.

This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-l, etseq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

IN WITNESS WHEREOF, the partieshave executed this Shared Services Agreement for THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT ("Agreement"), and agree to be bound to the terms thereof, as ofthe Effective Date.

ATTEST: COUNTY OF BERGEN

_____ By: _____
James J. Tedesco, III, County Executive, or
Thomas J. Duch, Esq. County Administrator

Dated: _____

ATTEST: **BOROUGH OF RIDGEFIELD**

By: _____

Linda Silvestri, Hugo Jimenez
Borough Clerk Mayor

Dated: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Said

RESOLUTION NO. 184-2024

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit it cause an annual audit of its books, accounts and financial transactions to be made and completed within six months after the close of its fiscal year; and

WHEREAS, the audit for the fiscal year ending December 30, 2023 was presented to the governing body on June 10, 2024; and

WHEREAS, in accordance with OMD Circular A-133, 98-07, and Local Finance Notice CFP 97-16, all local government units must prepare and submit a Corrective Action Plan as part of the annual audit process; and

WHEREAS, the Corrective Action Plan cover all findings and recommendations, including state, federal, and general of financial statement finding in the audit report; and

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and

WHEREAS, the Corrective Action Plan must be approved by the governing body of the local using and be submitted to the Division of Local Government Services no later than sixty days from the receipt of the audit report; and

NOW THEREFORE BE IT RESOLVED THAT the Mayor and Council of the Borough of Ridgefield that the Corrective Plan for the fiscal year ended December 31, 2023 is hereby approved.

BE IT FUTHER RESOLVED, that a copy of the Corrective Action Plan will be placed on file in the Office of the Borough Clerk.

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____

COUNCIL VOTE

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

Linda M. Silvestri,Borough Clerk

Borough of Ridgefield
Bergen County
700 Shaler Boulevard
Ridgefield, NJ 07657

Audit Report Fiscal Year December 31, 2023

CORRECTIVE ACTION PLAN

Schedule of Comments and Recommendations:

FINANCE

Comment 1 (A Prior Year's Recommendation)

There are unfunded improvement authorizations in the General Capital fund greater than 5 years old.

Recommendation:

All ordinances with cash deficits over five years should be funded through a valid financing source.

Explanation and Corrective Action:

The capital balances will be evaluated. Unfunded balances will be funded or canceled.

Comment 2(A Prior Year's Recommendation)

There are long outstanding grants receivable in the General Capital Fund.

Recommendation:

All grants receivable should be reviewed and assessed for collectability and cancelled if deemed uncollectable.

Explanation and Corrective Action:

A complete review of all outstanding grants has been ongoing to assess for collectability. On a go forward basis, grants will be reviewed on a periodic basis and assessed accordingly

Comment 3 (A Prior Year's Recommendation)

Subsidiary ledgers in the Grant Fund do not agree to audited balances for the Appropriated Grant Reserves.

Recommendation:

The Grant Fund subsidiary ledgers be reviewed and adjusted accordingly to reflect the audited balances for Appropriated Grant Reserves.

Explanation and Corrective Action:

All Grant Fund subsidiary ledgers will be reviewed and adjusted accordingly. Procedures have been implemented by the finance department to reconcile the subsidiary ledgers on a periodic basis.

Comment 4

Goods and/or services are being ordered prior to the execution of a purchase order in violation of Technical Accounting Directive #1.

Recommendation:

All goods and/or services be encumbered prior to being ordered in accordance with Technical Accounting Directive #1.

Explanation and Corrective Action:

All departments have been instructed that all goods and/or services must be encumbered prior to ordering and goods and/or services.

Comment 5

Interfunds are not being liquidated in a timely manner.

Recommendation:

More care should be taken to ensure that interfunds are liquidated in a timely manner.

Explanation and Corrective Action:

Interfund balances will be liquidated in a timely manner.

PAYROLL

There was an instance in which an employee was paid more than the amount approved in the current salary ordinance.

Recommendation:

More care should be taken to ensure that salaries are within the range approved by the Mayor and Council.

Explanation and Corrective Action:

Greater care will be taken to ensure salaries are within the range approved by the Mayor and Council.

DEPARTMENTS

MUNICIPAL COURT

There are 1,628 tickets in failure to appear over 14 days status on the December Monthly Management Report.

Recommendation:

All tickets in failure to appear status should be processed in a timely manner.

Explanation and Corrective Action:

During the pandemic, the Municipal Court did not issue warrants for driver's license suspensions. The Municipal Court is working to rectify these issues.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 185-2024

WHEREAS, the Borough of Ridgefield has a need for supplemental maintenance and repair services for its vehicles; and

WHEREAS, the County of Bergen has the personnel and equipment necessary to provide vehicle maintenance and repair services for the Borough of Ridgefield; and

WHEREAS, the Borough of Ridgefield wishes to enter into an agreement with the County of Bergen whereby the County of Bergen would provide to the Borough of Ridgefield vehicle maintenance and repair services on an as-needed basis to supplement services provided by the Borough personnel or vendor(s); and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A.40A:65-1 *et seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County of Bergen and the Borough of Ridgefield have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

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

2. The Mayor and Council do hereby approve the attached agreement with the County of Bergen for vehicle maintenance.
2. The Mayor and Borough Clerk be, and they hereby are, authorized and directed to execute the agreement on behalf of the Borough of Ridgefield.
3. The Borough Clerk be, and she hereby is, authorized and directed to forward the agreement to the appropriate county official for signature once it has been signed by the Mayor.

COUNCIL VOTE

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

Approved:

_____

Hugo Jimenez, Mayor

Attest:

_____

Linda M. Silvestri,
Borough Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

RIDGEFIELD

FOR:

THE PROVISION BY THE COUNTY OF BERGEN OF VEHICLE MAINTENANCE AND REPAIR SERVICES ON AN AS-NEEDED BASIS

BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF MECHANICAL SERVICES

Approved by Bergen County Resolution No. _____
Approved by Borough of RidgefieldResolution No. 185-2024

DATE: June 25, 2024

PREPARED BY:

BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950

SHARED SERVICESAGREEMENT
AS-NEEDED VEHICLE MAINTENANCE

THIS AGREEMENT made this **25th** day of **June, 2024**, by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as "COUNTY;" and

The Borough of Ridgefielda body politic and corporate of the State of New Jersey, with administrative offices located at 700 Shaler Boulevard, Ridgefield, NJ 07657 hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, MUNICIPALITY has need of maintenance and repair services for its vehicles; and

WHEREAS, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for MUNICIPALITY; and

WHEREAS, MUNICIPALITY wishes to enter into an agreement with COUNTY whereby COUNTY would provide to MUNICIPALITY vehicle maintenance and repair services on an as-needed basis to supplement services provided by MUNICIPALITY's personnel or vendor(s); and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A.40A:65-1 *et seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and MUNICIPALITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

NOW, THEREFORE, **BE IT AGREED**, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, COUNTY and MUNICIPALITY agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

A. "Category I Vehicle" means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.

B. "Category II" Vehicle" means a vehicle with a GVW greater than 6,000 pounds up to 26,000 pounds.

C. "Category III Vehicle" means a vehicle with a GVW in excess of 26,000 pounds.

D. "Effective Date" means the date identified in this Agreement which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by COUNTY and MUNICIPALITY authorizing entry into this Agreement.

E. "Law" means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.

F. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between the County and the MUNICIPALITY as provided under N.J.S.A. 40A:65-1 etseq.

II. TERM.

A. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of one year, unless terminated sooner as provided in this agreement.

B. This Agreement shall renew annually for successive one year terms, unless terminated sooner as provided in this agreement.

III. PROJECT DESCRIPTION.

COUNTY, through its Division of Mechanical Services, shall provide repair and maintenance services for vehicles owned by MUNICIPALITY on an as-needed basis. MUNICIPALITY does not, by entry into this Agreement, commit to any minimum number of repairs by COUNTY.

IV. RESPONSIBILITIES.

A. Bergen County's Responsibilities.

1. COUNTY shall provide labor, parts, personnel and equipment to provide the services requested by MUNICIPALITY pursuant to the terms of this Agreement.

2. COUNTY shall perform all services in accordance and in compliance with all statutes, rules, and directives governing the provision thereof.

3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide the services.

4. All performance by the County shall be limited to the County's appropriation for same, and the County's budgetary restrictions.

5. All performance by the County shall be limited to the availability of the County's equipment and personnel. COUNTY shall use its best efforts to accommodate any request for service by MUNICIPALITY during the term of this Agreement, but COUNTY shall not be in breach of this Agreement if, for any reason, COUNTY is unable to accommodate a request by MUNICIPALITY for services under this Agreement.

6. While COUNTY may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform the services under this Agreement. COUNTYshall have no obligation to procure additional equipment to perform under this Agreement.

B. MUNICIPALITY's Responsibilities.

1. MUNICIPALITY shall provide COUNTY with an inventory of vehicles owned by MUNICIPALITY, intended to be repaired or maintained pursuant to this Agreement. MUNICIPALITY shall update this inventory whenever any vehicle is added or deleted.

2. MUNICIPALITY shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work. In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.

3. MUNICIPALITY shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.

4. MUNICIPALITY shall designate an authorized representative who will be empowered to request services from COUNTY under this Agreement, to review estimates provided by the COUNTY, and to authorize the COUNTY to proceed with each repair.

V. SERVICES AND COMPENSATION.

A. Upon request, COUNTY will provide the following services at the following rates:

1. Vehicle Inspection, Diagnosis, Maintenance and Repair: $80 per hour

2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):

i. Under vehicle's own power: $75 per hour ($75 minimum)

ii. Tow (Category I Vehicle): $150 flat fee

iii. Tow (Category II Vehicle): $175 flat fee

iv. Tow (Category III Vehicle): $325 flat fee

3. If towing requested by MUNICIPALITY requires the COUNTY to utilize a private towing company, MUNICIPALITY shall be responsible for the fees charged by the private towing company.

B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's Shopkey repair information system produced by Snap-On, Inc.

C. COUNTY will provide MUNICIPALITY with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed as determined by the COUNTY's Shopkey repair information system. MUNICIPALITY's authorized representative shall authorize the COUNTY to proceed with the service in writing. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.

D. Parts will be charged at the County's cost, plus an administrative fee of 15%, which shall be applied to the total cost for parts to defray costs relating to overhead, billing,

hardware, software licenses, procurement, handling, stocking, and similar costs incurred by the COUNTY to provide the services set forth herein.

E. Where additional labor or parts are required due to unforeseen circumstances, MUNICIPALITY agrees to pay for such additional labor or parts at the rates and/or prices set forth herein. The COUNTY will notify MUNICIPALITY as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give MUNICIPALITY the choice whether to authorize the additional labor or parts.

F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify MUNICIPALITY, and provide MUNICIPALITY with the option to take back the vehicle and have it serviced elsewhere at MUNICIPALITY's expense. If MUNICIPALITY requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstance, COUNTY shall charge MUNICIPALITY and MUNICIPALITY shall pay the actual cost borne by the COUNTY plus an administrative fee of 15%. MUNICIPALITY shall be responsible for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of MUNICIPALITY's vehicle to the vendor's garage.

G. COUNTY shall bill MUNICIPALITY monthly for all services provided. MUNICIPALITY shall tender payment to COUNTY within sixty (60) days of receipt of invoice.

VI. PREVENTATIVE MAINTENANCE PROGRAM(OPTIONAL).

COUNTY shall offer an optional preventative maintenance program as set forth herein:

A. COUNTY shall, if requested by MUNICIPALITY, perform regular preventive maintenance on MUNICIPALITY's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle and the terms of this Agreement.

B. The first time the vehicle is brought in for service, the COUNTY will perform a comprehensive inspection to determine the vehicle's condition, and identify any recommended repairs.

C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to MUNICIPALITY specifying when each vehicle previously inspected by the COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by the County's fleet maintenance software.

D. MUNICIPALITY shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.

E. To request enrollment in the optional preventative maintenance program, MUNICIPALITY shall separately initial the space indicated on the signature page of this Agreement.

F. The parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with MUNICIPALITY. Therefore COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify MUNICIPALITY of manufacturer recommended preventative maintenance or failure of MUNICIPALITY to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.

G. Under this Agreement, it is anticipated that MUNICIPALITY will have its vehicles serviced by other mechanics or vendors. If MUNICIPALITY elects to enroll in this preventative maintenance program, MUNICIPALITY must notify COUNTY of any service or repair performed on MUNICIPALITY's vehicles by anyone other than COUNTY so that COUNTY may update COUNTY's fleet maintenance software. Without such updates, COUNTY will be unable to provide MUNICIPALITY with accurate maintenance recommendations.

VII. DISPUTE RESOLUTION.

A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.

B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

F. Payment Pending Dispute.In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

A. Each party agrees to defend, indemnify and hold the other party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying party.

B. MUNICIPALITY acknowledges that, in the event of property damage to MUNICIPALITY-owned/leased vehicles while in the COUNTY'S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the NJ Tort Claim Act Title 59, inclusive of 59:9-2(e). MUNICIPALITY agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), MUNICIPALITY agrees to waive any claim for subrogation against the COUNTY.

IX. EMPLOYMENT RECONCILIATION.

A. MUNICIPALITYhas represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

B. No employees are intended to be transferred from MUNICIPALITY to COUNTY pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.

X. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the County shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified

or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to
MUNICIPALITY: Borough Clerk
Borough of Ridgefield
700 Shaler Boulevard
Ridgefield, NJ 07657

If to
COUNTY: Director, Division of Mechanical Services
Bergen County Department of Public Works
220 East Ridgewood Avenue
Paramus, NJ 07652

With a copy to:

Bergen County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

XI. <u>TERMINATION</u>.

A. Notwithstanding any other term in this Agreement, COUNTY and MUNICIPALITY retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' notice, without further liability to the other, except as set forth herein.

B. Upon termination of this Agreement, MUNICIPALITY shall remove any vehicles owned by MUNICIPALITY from COUNTY's repair facility.

C. MUNICIPALITY shall be responsible for payment for any labor performed and parts purchased on behalf of MUNICIPALITY prior to notice of termination.

D. If COUNTY is the party terminating the Agreement, COUNTY shall be responsible for completing any pending repair of MUNICIPALITY's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:

1. COUNTY's reason for terminating the Agreement is nonpayment by MUNICIPALITY; or
2. MUNICIPALITY requests that COUNTY refrain from completing the pending repair(s).

XII. <u>OTHER AGREEMENTS</u>.

COUNTY and MUNICIPALITY reserve the right to enter into agreements with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

XIII. MISCELLANEOUS.

A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.

C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

G. Modifications in Writing. This Agreement may not be modified except in a writing executed by all Parties.

H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.

I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.

L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST: **COUNTY OF BERGEN**

By:_____
James J. Tedesco, III, County Executive, or
Thomas J. Duch, Esq. County Administrator

ATTEST: **BOROUGH OF RIDGEFIELD**

By: _____
Linda Silvestri, Hugo Jimenez
Borough Clerk Mayor

By separately initialing here, MUNICIPALITY requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.

Initialed: ____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 186-2024

WHEREAS, there is a need for Professional Engineering Design Services regarding the design and construction administration services regarding the Fiscal Year 2023 CDBG Roadway Improvement grant for Charlotte Terrace in the Borough of Ridgefield; and

WHEREAS, Colliers Engineering & Design., 400 Valley Road, Suite 304, Mount Arlington, NJ 07856,has submitted a proposal dated June 18, 2024 for such Services; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to award a Professional Service Agreement with Colliers Engineering & Design for Professional Engineering Design and Bidding Services, as well as for Construction and Grant Administration Services for an amount not to exceed $36,000.00 as outlined in the June 18, 2024 proposal.

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the Professional Services Agreement with Colliers Engineering & Design as required by law.

2. A notice of this action shall be printed in *The Record*and/orwww.ridgefieldnj.gov.

BE IT FURTHER RESOLVED, that funding is available in the 2024 budget in the Capital Improvement Authorization Fund 04-2150-55-2491-003 in an amount not to exceed $36,000.00 as certified by the Chief Financial Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 187-2024

WHEREAS, there is a need for Professional Engineering Design Services regarding the design and construction administration services regarding the Fiscal Year 2024 NJDOT Local Municipal Aid Roadway Improvement grant for Sketch Place North, Meuter Place and Bernard Place in the Borough of Ridgefield; and

WHEREAS, Colliers Engineering & Design., 400 Valley Road, Suite 304, Mount Arlington, NJ 07856,has submitted a proposal dated June 18, 2024 for such Services; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to award a Professional Service Agreement with Colliers Engineering & Design for Professional Engineering Design and Bidding Services, as well as for Construction and Grant Administration Services for an amount not to exceed $57,000.00 as outlined in the June 18, 2024 proposal.

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the Professional Services Agreement with Colliers Engineering & Design as required by law.

2. A notice of this action shall be printed in *The Record* and/orwww.ridgefieldnj.gov.

BE IT FURTHER RESOLVED, that funding is available in the 2024 budget in the Capital Improvement Authorization Fund 04-2150-55-2491-003 in an amount not to exceed $57,000.00 as certified by the Chief Financial Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 188-2024

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

ERIK PARRA

be hired as a part-time DPW/Sanitation employee at the hourly rate of $18.00 effective immediately.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Said

RESOLUTION NO. 189-2024

WHEREAS, Angela Gramuglia has been working as Accounts Payable Clerk since November 2005; and

WHEREAS, Article XX of the Collective Bargaining Agreement between the Borough and the Ridgefield Employees Association reserves the right of the Borough, during the term of the contract, to award additional pay increases, at their sole discretion, to any department employee or employees who, in the judgment of the Mayor and Council, have earned such additional salary increases as a result of their productivity performance and conduct; and

WHEREAS, the Chief Financial Officer, Borough Administrator and Finance Chairman reviewed Angela Gramuglia's work record and recommends to the Mayor and Council that her annual base salary be increased 5% effective June 27, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the annual base salary of Accounts Payable Clerk Angela Gramuglia be increased 5% effective June 27, 2024.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Councilman Kontolios

RESOLUTION NO. 190-2024

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

KHALED JABER

be hired as a full-time Violations Clerk at the annual salary of $35,000.00 effective June 27, 2024.

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

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

_____

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by CouncilmanSaid

RESOLUTION NO. 191-2024

BE IT RESOLVED, that warrants totaling **$1,748,184.57** be drawn on the following accounts:

CURRENT	$1,229,854.74
TRUST	$35,260.08
CAPITAL	$446,130.18
POOL	$27,371.67
DOG LICENSE	$2.40
COAH	$2,565.50
UNEMPLOYMENT	$7,000.00
TOTAL	**$1,748,184.57**

COUNCIL VOTE

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

Approved:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 25, 2024

Presented by Mayor Jimenez

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

COUNCIL VOTE

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

____ 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.

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:

_____
Hugo Jimenez, Mayor

Attest:

_____
Linda M. Silvestri,
Borough Clerk