

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: June 27, 2022

Open Public Meetings Statement by Mayor Suarez

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

- Resident Parking Program

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

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

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-WORK SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Penabad, Jimenez, Kontolios, Larkin, Dorsett.

ROLL CALL-EXEC. SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Penabad, Jimenez, Kontolios, Larkin, Dorsett.

ROLL CALL-PUBLIC SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Penabad, Jimenez, Kontolios, Larkin, Dorsett.

167-2022 Councilman Kontolios Hire Police Officers

Swearing in of Police Officers

As advertised, hearing will be held on Ordinance No. 2434 entitled, “AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, 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

As advertised, hearing will be held on Ordinance No. 2435 entitled, "AN ORDINANCE AMENDING SECTION 190-34 OF ARTICLE V 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

As advertised, hearing will be held on Ordinance No. 2436 entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES"

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

As advertised, hearing will be held on Ordinance No. 2437 entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 35-12.1 AND 35-13 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. 2438 entitled, “AN ORDINANCE AMENDING SECTION 390-84 ENTITLED “FEES AND ESCROW DEPOSITS” 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.

168-2022	Councilman Jimenez	Redemption of Tax Title Lien #22-005
169-2022	Councilman Castelli	Hire DPW/Sanitation Employees
170-2022	Councilman Kontolios	Liquor License Renewals 2022/2023
171-2022	Councilwoman Larkin	Appointment to Recreation Commission
172-2022	Councilman Dorsett	Developer’s Agreement-BSREP III Ridgefield, LLC
173-2022	Councilwoman Larkin	Hire Pool Maintenance Personnel

COUNCIL VOTE

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

RESOLUTIONS:

174-2022 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCIL:

COMMENTS BY ADMINISTRATOR:

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

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

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Kontolios

ORDINANCE NO. 167-2022

BE IT RESOLVED that the Mayor and Council appoints:

DANILO J. BARQUIN
HOCHAN CHOI
JOSEPH A. DANIELS

as Police Officers of the Ridgefield Police Department effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Jimenez

ORDINANCE NO. 2434

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 13th day of June, 2022, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2022

Presented by Councilman Jimenez

ORDINANCE NO. 2434

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

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

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

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mayor		\$6,750
Councilpersons		\$4,500
Borough Clerk	\$45,000	\$95,000
Assistant to Borough Clerk (stipend)	\$5,000	\$7,500
Municipal Administrator	\$20,000	\$185,000
Chief Financial Officer/Treasurer	\$15,000	\$120,000
Assistant Treasurer	\$15,000	\$40,000
Purchasing Agent	\$10,000	\$30,000
Assessor of Taxes	\$10,000	\$30,000
Assistant to Tax Assessor (stipend)		\$1,500
Tax Searcher (stipend)		\$1,000
Collector of Taxes	\$10,000	\$30,000
Human Resources/Payroll Officer	\$35,000	\$64,000
Board Secretaries:		
Rent Leveling Commission	\$6,000	\$6,500
Planning Board	\$7,200	\$12,800

Construction Official, Building Subcode Official and Building Inspector	\$10,000	\$60,000
Building Subcode Official and Building Inspector	\$7,000	\$30,000
Electrical Subcode Official	\$7,000	\$15,000
Elevator Subcode Official	\$7,000	\$15,000
Fire Subcode Official	\$7,000	\$15,000
Plumbing Subcode Official	\$7,000	\$15,000
Building Technical Assistant	\$25,000	\$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	\$30
Clerks, Secretaries, Administrative Assistants	\$25,000	\$65,000
Magistrate	\$8,000	\$21,300
Municipal Court Administrator	\$50,000	\$90,000
Deputy Municipal Court Administrator	\$35,000	\$50,000
Interpreter (voucher) (per hour)	\$20	\$75
Travel fee		\$35
Court Recorder (per hour)	\$14	\$20
Prosecutor	\$7,500	\$19,000
Patrol officers	\$44,278	\$151,184
Sergeants	\$143,589	\$155,426
Lieutenants	\$149,353	\$161,665
Captain	\$154,867	\$167,634
Detectives (stipend)		\$1,000
Police Records Clerk (stipend)		\$5,000
Deputy Chief of Police	\$125,000	\$189,000
Chief of Police	\$135,000	\$199,000
Emergency Management Coordinator	\$5,000	\$25,000
Community Service Officers	\$18,000	\$46,000
Fire (Prevention Bureau) Official	\$15,000	\$50,950
Fire Inspectors (per hour)	\$20	\$40
Relocation Officer	\$1,000	\$3,500
Superintendent of Public Works	\$40,000	\$130,000
Deputy Superintendent of Public Works	\$30,000	\$50,000

Recycling Coordinator	\$3,000	\$15,000
Heavy Equipment Operator	\$30,000	\$100,000
Specialized Heavy Equipment Operator	\$30,000	\$84,900
Sweeper Operator, DPW	\$30,000	\$74,285
General Equipment Operator, DPW	\$30,000	\$50,938
Special Skills, DPW	\$30,000	\$105,000
Custodians, DPW	\$30,000	\$40,000
Foreman, DPW	\$33,000	\$85,000
Assistant Foreman, DPW	\$30,000	\$67,918
Shop Foreman, DPW	\$30,000	\$78,530
Mechanics, DPW	\$30,000	\$70,000
Chief Mechanic, DPW	\$30,000	\$85,958
Road Foreman	\$45,000	\$105,000
Collection System Official	\$4,500	\$6,000
Sanitation/Recycling Foreman	\$30,000	\$62,000
Sanitation Driver	\$30,000	\$50,000
Sanitation Lifter	\$30,000	\$48,816
Lifter serving as Driver for day	1/2 hour overtime per day	
Recycling Monitors (per hour)	\$14	\$20
Assistant Recreation Director	\$5,000	\$30,000
Recreation Director	\$50,000	\$100,000
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	\$25,000	\$45,000
Tenant Advocate Attorney	\$4,000	\$7,000
Youth Center Attendant (Per 3 Hour Shift)	\$45	\$60
Part-time help, all departments (per hour)	Minimum wage	\$35

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Penabad

ORDINANCE NO. 2435

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

“AN ORDINANCE AMENDING SECTION 190-34 OF ARTICLE V OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 13th day of June, 2022, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2022

Presented by Councilman Penabad

ORDINANCE NO. 2435

“AN ORDINANCE AMENDING SECTION 190-34 OF ARTICLE V OF THE CODE OF THE
BOROUGH OF RIDGEFIELD”

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

Section I:

Section 190-34 Subpart A of Article V entitled “When Required; Fee” be and hereby is amended as follows:

The existing language of Subsection A of Article V is hereby deleted and replaced with the following:

Subsection A: In all publicly owned buildings and publicly owned property, (including Municipal and Board of Education properties), a Fire Marshall is required to stand by for all public and private events when the occupancy exceeds 100 people.

Section II:

In all other respects, the terms, provisions and conditions of Article V of the Code of the Borough of Ridgefield be and hereby are ratified and affirmed.

Section III:

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

Section IV:

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

Section V:

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of

this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Kontolios

ORDINANCE NO. 2436

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

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

introduced on the 13th day of June, 2022, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2022

Presented by Councilman Kontolios

ORDINANCE NO. 2436

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

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

Section I: Section 375-52 of the Code of the Borough of Ridgefield, entitled “Designated Areas” subpart B, be and hereby is amended by the following:

1. Adding a single handicapped parking space in front of 396 Oak Street (on the eastern curb line of Oak Street) beginning at a point 83 feet south of the southeast corner of Sketch Place South and continuing for a distance of 18 feet.

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Penabad

ORDINANCE NO. 2437

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 35-12.1 AND 35-13 OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 13th day of June, 2022, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 13, 2022

Presented by Councilman Penabad

ORDINANCE NO. 2437

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 35-12.1 AND 35-13 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:

The existing language of Section 35-12.1 “Clothing Allowance” is hereby deleted and replaced with the following:

- A. Qualified members of the Ridgefield Fire Department shall receive annual clothing allowances in accord with the below schedule. Qualification for clothing allowances shall be calculated on the period from November 1 to October 31 of each year. The full amount of the stipend for each category of firefighter is as follows:

Firefighter	\$750 per year
2 nd Lieutenant	\$875 per year
1 st Lieutenant	\$900 per year
Captain	\$1,000 per year
Battalion Chief	\$2,700 per year
Deputy Chief	\$3,000 per year
Chief	\$3,804 per year

Members of the fire department shall receive a percentage of the full year’s allowance based on the number of calls made as follows:

30% or higher	100%
25% to 29%	75%
21% to 24%	50%
15% to 20%	25%
0 to 14%	0%

B. In addition, fire department members shall also receive a monthly clothing allowance, paid quarterly, in the amount of \$366.67 per month. A firefighter will receive a monthly allowance if he or she makes 35% of the calls for that month, or will receive a full quarterly clothing allowance (three months) if he or she makes 35% of the calls for the entire quarter. The following rules will apply:

(1) Each firefighter will receive credits for two calls for each emergency call that commences after 12:00 midnight and prior to 6:00 AM.

(2) Firefighters will receive credit for missed calls while attending an accredited fire class; Mutual Aid events and meetings; stand-by duties in Mutual Aid towns.

(3) Attendance at one monthly meeting, one monthly drill, Memorial Day Services and Fireworks detail will each be considered a call. Members will not receive credit for any additional drills or meetings unless it is a Departmental Drill.

(4) Any firefighter serving as a County Fire Coordinator will receive credit for missed calls while deployed in this function.

(5) Firefighters may be required to attend special Borough events as directed by the Chief of the Department with the approval of the Borough Administrator. Firefighters will receive a credit for each such event attended.

(6) During Emergency Standbys, whether directed by the State, County or Local Officials, firefighters will receive credit for all calls dispatched during this time.

(7) Firefighters may qualify on a monthly or quarterly basis, as set forth in Subsection B(1) above. A firefighter who qualifies for only one or two months of the quarter shall be paid a clothing allowance only for those months in which the firefighter qualifies. Any firefighter who does not meet either of the criteria set forth in Subsection B(1), above, will not receive a check for the quarter.

(8) All three chiefs will receive full quarterly checks to cover chiefs' alarms, various meetings and responses to other company calls.

C. Eligibility for the annual and monthly clothing allowances will be reviewed and approved by the Fire Chief and the Borough's Chief Financial Officer on an annual and quarterly basis respectively.

The existing language of Section 35-13 "Requirements for active membership" is hereby amended by adding the following:

I. Employees of the Borough's Fire Prevention Bureau that possess a minimum of a Firefighter One certification in the State of New Jersey shall be appointed to the Ridgefield Volunteer Fire Department as active members.

Section II:

In all other respects, the terms, provisions and conditions of Section 35 of the Code of the Borough of Ridgefield be and hereby are ratified and affirmed.

Section III:

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

Section IV:

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

Section V:

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Dorsett

ORDINANCE NO. 2438

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

“AN ORDINANCE AMENDING SECTION 390-84 ENTITLED “FEES AND ESCROW DEPOSITS” OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 27th day of June, 2022, do now pass a first reading and that said Ordinance be further considered for final passage a regular meeting to be held on the 11th day of July, 2022 at 7:00 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Community Center, 725 Slocum Avenue and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Dorsett

ORDINANCE NO. 2438

“AN ORDINANCE AMENDING SECTION 390-84 ENTITLED “FEES AND ESCROW
DEPOSITS” OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I:

Section D of §390-84 of the Code of the Borough of Ridgefield be and hereby is amended as follows:

A. The total escrow required for residential single family, “C” variance only, in Column 1, be and hereby is amended to be \$1,675.

B. The total escrow required for residential two family, “C” variance only, in Column 1, be and hereby is amended to be \$1,925.

Section II.

In all other respects, the terms, conditions and provisions of Section 390-84 be and hereby ratified and affirmed.

Section III.

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

Section IV.

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

Section V.

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

more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section VI.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 168-2022

WHEREAS, Lauren Fioravanti, have deposited a check in the amount of \$5,703.61 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 22-005, Block 1503 Lot 15, further known as 648 Abbott Ave., sold to ROTHMAN REALTY CORP PROFIT SHARING and whereas \$62,000.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$5,703.61 from the Suspense Account and a check for \$62,000.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$5,703.61 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$62,000.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to: ROTHMAN REALTY CORP PROFIT SHARING and be mailed to 411 Grand Ave., Englewood, NJ 07631.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Castelli

RESOLUTION NO. 169-2022

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

ANTONIO PALMIERI
JOSEPH VILCA
and
WASSAN AQIL

be hired as part-time DPW/Sanitation employees effective immediately at the hourly rate of \$16.00 per hour; and

VICTOR PEREZ

be hired as a full-time DPW/Sanitation employee at the annual salary of \$30,000 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilwoman Larkin

RESOLUTION NO. 171-2022

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

JILLIAN MARCIONA

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

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Dorsett

RESOLUTION NO. 172-2022

WHEREAS, BSREP III Ridgefield, LLC (hereinafter “the Developer”) received approval from the Planning Board to develop property commonly known as Lot 1, Block 503 on the Tax and Assessment Map in the Borough of Ridgefield; and

WHEREAS, one of the conditions of the approval is that the Developer enter into a suitable Developer’s Agreement with the Borough; and

WHEREAS, the Planning Board Attorney has negotiated and drafted a form of Developer’s Agreement, which is satisfactory to the Developer; and

WHEREAS, the Borough Attorney has reviewed and approved same; and

WHEREAS, it is in the best interests of the Borough of Ridgefield that the Borough execute said Developer’s Agreement in the form attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the attached Developer’s Agreement be and hereby is approved; and the Mayor and Borough Clerk be, and they hereby are, authorized and directed to execute the attached Developer’s Agreement.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this day of June, 2022, between:

THE BOROUGH OF RIDGEFIELD
a Municipal Corporation of the State of New Jersey,
having offices located at
604 Broad Avenue, Ridgefield, New Jersey, 07657;
(hereinafter referred to as the "Borough"),

and

BSREP III RIDGEFIELD, , LLC

c/o Brookfield Properties (USA) LLC
1180 Peachtree Street NE, Suite 3380
Atlanta, GA 30309

(hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner and developer of the Property (as defined below); and

WHEREAS, the Developer's predecessor in title, Stalwart Ridgefield LLC made application to the Planning Board of the Borough of Ridgefield, New Jersey, for Preliminary and Final Site plan approval and variances for number of parking spaces and design waivers for trees in the parking in order to construct warehouse/distribution building on premises located at Railroad Avenue to Overpeck Creek, Ridgefield, New Jersey and designated as Lot 1, Block 503 on the tax assessment map of the Borough of Ridgefield (the "Property"); and

WHEREAS, the Planning Board of the Borough of Ridgefield on April 13 2021 approved the application and plans of Stalwart Ridgefield LLC for Preliminary and Final Site plan approval and variances for number of parking spaces and design waivers for trees in the parking lot in order to construct a warehouse/distribution building on premises located at Railroad Avenue to Overpeck Creek, Ridgefield, New Jersey and designated al Lot 1, Block 503 on the tax assessment map of the Borough of

Ridgefield subject to the terms and conditions as more specifically set forth in the Resolution of the Planning Board of the Borough of Ridgefield which is attached hereto and incorporated herein ("Approval Resolution"); and

WHEREAS, Developer made application to the Planning Board to modify the approval memorialized in the Approval Resolution, which approval was memorialized by resolution adopted on January 19, 2022, modifying the approval of April 13, 2021 reducing the warehouse/distribution building by 10,756 square feet, adding four (4) parking spaces and one (1) truck space, and removing two (2) loading bays; and

WHEREAS, as a result of said Approval Resolution adopted on April 13, 2021, it is necessary that a Developer's Agreement be entered into as a condition of such Developer proceeding with the work which was the subject of said application; and

WHEREAS, it is mutually desired by the parties hereto that the Property shall be improved and developed in such a manner as will ensure the protection of the surrounding and neighboring properties, as well as the public roadways in and about the proposed development to the end that said development shall result in a desirable development within the Borough of Ridgefield; and

WHEREAS, it is the purpose of this Agreement to set forth all of the terms and conditions which shall control the construction of such project and the work to be performed pursuant to same; and

NOW, THEREFORE, in consideration of these promises, mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

1. The Developer agrees that it will comply with all of the conditions set forth in the Approval Resolution of the Planning Board of the Borough of Ridgefield, and any amendments thereto, if any. Copy of said Approval Resolution and Resolution modifying said approval is annexed hereto as Exhibits "A" and "B" by reference, made a part hereof.

2. Upon execution and delivery of this Agreement, the Developer will file with the Board a certificate issued by an Attorney at Law of the State of New Jersey certifying to the Borough and the Board the interest of the Developer. Upon execution hereof, a list of stockholders holding ten percent (10%) or more of the stock of the Developer will also be filed in

accordance with N.J.S.A. 40:55D-48.1, or in the event Developer is a partnership or limited liability company, a certified list of all partners or members owning ten percent (10%) or more of the partnership shall be furnished to the Borough. Developer is a wholly owned subsidiary of Brookfield Strategic Real Estate Partners III, a private investment fund managed and controlled by Brookfield Asset Management Inc, which is a publicly traded company. Attached as Exhibit C is the Ownership Disclosure submitted to the Planning Board, which Developer represents remains true and correct as of the date of this Agreement.

3. The Developer shall comply with all of the terms and conditions imposed and mandated by the Bergen County Planning Board, the Department of Transportation, if applicable, and any and all other Municipal, County, State or Federal bodies, agencies or authorities as may rightfully apply any such terms and conditions.

4. The Developer shall make, install and perform, at its sole cost and expense all the improvements and work (a) shown on the plans, in accordance with, and conditioned upon compliance with, the Resolution and specifically any and all conditions contained therein; (b) required by any governmental agency, board, department, bureau or other unit including the State of New Jersey (and specifically, but not limited to the Department of Transportation and Department of Environmental Protection), the County of Bergen and Borough agencies and departments; and (c) in the event that after execution of this Agreement or during the course of the installation of any improvements a condition develops adversely affecting the public health or safety or constituting a threat thereto, or a condition develops inimical to the general welfare, Developer agrees to take all necessary steps and make all installations that may be necessary to abate said threat or condition.

5. The Developer shall within a period of 24 months from the date of commencement of construction of the public portions of the project, at its sole cost and expense, complete all of the improvements as set forth on certain architectural plan prepared by Architectural Floor Plans and Elevations prepared by Scot H. Murdoch, of KSS Architects dated April 24, 2020, last revised October 26, 2020, it being understood that time shall not be of the essence. In the event that the developer requires additional time beyond the 24 month period provided herein, and it is not otherwise in default of the terms of this agreement and Developer has been proceeding in good faith and with die diligence, such time period shall be extended by the governing body for a period

sufficient to permit the completion of construction. It is understood and agreed that after commencement of the project construction, Developer shall have the right due to weather, contractor availability, market conditions, material supply issues and the like, to suspend construction for the period of time necessary to address and/or alleviate any such conditions which may arise after commencement of construction. Any suspensions of construction consistent herewith shall not alter or enlarge the 24 month timeframe for completion of the project as provided herein if such suspension is not made in good faith, subject to and reserving all rights as to any permitted extensions as provided below in this Paragraph 3 and/or as to any extensions based on force majeure events as provided in this Paragraph 3 and at Paragraph 37.

Should the Developer fail to complete public improvements to the site within 24 months of the date of commencement of construction of the project, and good cause is not shown by the Developer why the time period should be extended by the Borough, then the Borough shall have the authority to complete any and all improvements as are reasonably necessary for the public health, safety and welfare without further notice to the Developer and to utilize bond funds. If good cause is shown (strikes, natural disasters and a force majeure) as to why the premises have not been completed within 24 months, the Borough shall extend the time period for construction.

6. In addition, it is agreed by and between the parties to this Agreement that, except for minor field changes as reasonably determined by the Borough Engineer, the within plan may be modified only with the consent of the appropriate board, and the Developer shall install such improvements as may be deemed reasonably necessary to effectuate the Approval Resolution and the Ordinances of the Borough of Ridgefield, as reasonably determined by the Borough Engineer or such other agent of the Municipality acting within the scope of his or her authority, it being further agreed that the certification on said plans certifies that the design standards employed in such plans minimally meet the requirements of the Approval Resolution and Ordinances of the Borough of Ridgefield and such other codes and regulations as shall rightfully apply.

7. Upon the execution of this Agreement by the parties hereto, and prior to the issuance of a building permit, the Developer shall make the following deposits in cash or certified check with the Borough of Ridgefield:

a) the sum of \$3,000.00 representing an initial escrow fee to reimburse the Borough of Ridgefield for engineering and inspection fees expended on account of the review of the site development plan; however the Developer shall have the option of making quarterly payments provided the balance held in escrow is not less than ten (10%) of the total fee.

b) the sum of \$1,750.00 to reimburse the Borough of Ridgefield for legal fees expended on account of the review of the site development plan and the preparation and review of this agreement.

The amount so deposited pursuant to Paragraph (a) above, which is to be used to reimburse the Borough for the expenses incurred by it with respect to the professional review and inspection of the within project is deposited in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. and is to be considered an estimate and shall be increased or decreased at the reasonable exercised discretion of the Borough Engineer from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement. In the event that there shall be any surplus after the work has been certified to have been completed in a good and workmanlike manner and after the acceptance thereof by the Borough Engineer, such surplus shall be promptly returned to the Developer.

The amount so deposited pursuant to Paragraph (b) above, is to be used to reimburse the Borough for the expenses incurred by it with respect to the drafting and revision of this agreement, the review of all documentation, and any other legal work as the Borough shall deem necessary. Said amount is deposited in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. and is to be considered an estimate and shall be increased or decreased at the reasonably exercised discretion of the Planning Board Attorney from time to time so as to provide sufficient funds to effectuate the purpose of this Agreement.

8. The Developer and Borough agree that the Developer shall comply with the reasonable recommendations of the Borough Engineer deemed reasonably necessary to effectuate the Approval Resolution and Site Plans.

9. In the event that any drainage easements are created or relocated, the appropriate deeds or amendments thereto shall be prepared by the Developer's attorney and submitted for approval by the Planning Board Attorney and Borough attorney.

10. The Developer shall obtain and keep in force during the life of the project, an insurance policy issued by a company licensed in the State of New Jersey and having a Best's rating of A or better. The Developer shall procure insurance for public personal injury liability and property damage liability including contingent liability and contractual liability which might result from the performance of the work required under this Agreement and shall provide the Borough with a Certificate of Insurance designating the Borough as an additional insured under each said policy in which insurance coverage shall be in at least the following amounts:

One person in any one occurrence	\$2,000,000.00
Aggregate any one occurrence	\$5,000,000.00
Property damage limit	\$1,000,000.00

The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage if applicable and provide the Borough with a Certificate of Insurance designating the Borough as an additional insured under said policy which insurance coverage shall be in at least the following amounts:

Bodily injury, each person	\$1,000,000.00
Bodily injury, each occurrence	\$3,000,000.00
Property damage	\$1,000,000.00

The Developer further covenants and agrees that it will provide workman's compensation coverages for employees and will require evidence of such coverages to be supplied by a subcontractor who may be employed to perform the work under this Agreement.

The Certificate of Insurance shall carry a thirty day cancellation notification clause. The Certificate of Insurance shall be forwarded to the Borough Clerk and Borough Risk Manager for their reasonable review.

11. Within thirty (30) days of the execution of this Agreement, the Developer shall file with the Borough Clerk a performance bond with surety, irrevocable letter of credit, or other collateral satisfactory to the Borough and approved by the Attorney for the Borough or the Board for the following items and in the following amount: a performance bond or letter of credit in the amount equal to one hundred twenty percent (120%) of the cost of completion of all public improvements contemplated herein, as estimated by the Board Engineer. Said guarantee shall remain with the Borough until a Certificate of Occupancy is issued for the building to be constructed.

The foregoing performance guarantee is conditioned for the satisfactory installation of the public improvements required hereunder, and for the performance of the terms and conditions of this Agreement within the time specified thereunder and compliance with all Borough Ordinances and applicable rules and regulations of the Borough and its agencies. The Developer further agrees to post such additional performance guarantees in the required amounts as may be necessary if the public improvements are not completed within the time specified. If a portion of said public improvements shall have been installed by the Developer, approved and certified by the Board Engineer, the Developer may for a reduction in the amount of such performance guarantee and action upon such application shall be taken in accordance with the certification of the Board Engineer in accord with N.J.S.A 40:55D-53.

Upon continuing default after notice to and a reasonable opportunity to cure by the Developer, the Borough shall be entitled to all the rights and remedies as provided in N.J.S.A. 40:55D-53 as well as the rights and remedies as provided by general law and caselaw. It is also agreed that at the option of the Borough, the Borough can demand specific performance of the within Agreement or, in the alternative, payment of costs, expenses, fees and damages in order to fulfill the terms of this Agreement and the requirements of all applicable Borough ordinances and rules and regulations of the Borough and its agencies without first doing the work at its own cost and expense. Upon default, Developer shall be responsible for the costs of reasonable attorneys' fees, costs of suit, and any other municipal expenses incurred as a result of the enforcement of this Agreement.

12. Upon completion of the improvements and prior to issuance of a Certificate of Occupancy, the Developer shall post a maintenance guarantee or letter of credit representing Fifteen Percent (15%) of the cost of completion of all site improvements within the public right of way, or which shall be otherwise dedicated to or maintained by the Borough as reasonably estimated by the Borough Engineer pursuant to the method of calculation set forth in N.J.S.A. 40:55D-53.4, as required by N.J.S.A. 40:55D-53(a)(2) and as listed in Exhibit D attached hereto which maintenance guarantee shall be in the amount of (**to be determined**). Said guarantee shall remain with the Borough for a period of two (2) years from the date a Certificate of Occupancy is issued. In the event that the amount on deposit or the amount realized from the bond posted with the Borough of Ridgefield is insufficient to complete reasonable maintenance or repair, the Borough of Ridgefield is authorized upon a minimum of thirty (30)

days written notice to the Developer, to increase the percentage of the bond to commensurate with the insufficiencies.

13. All performance guarantees or letters of credit, including but not limited to, guarantees for monuments, improvements and landscaping shall be in a form reasonably approved by the Planning Board Attorney and/or Borough Attorney pursuant to N.J.S.A. 40:55D-53b.

14. The Developer agrees that should it damage the pavement, curb or any other real or personal property not wholly owned or leased by the Developer, if any, that they shall be required to repair or replace same within twenty (20) days of notice by the Borough to the Developer (with a longer time period provided if it is not reasonable to complete the repairs within the twenty (20) days) at the address first set forth above, unless weather and/or labor strikes do not permit same or the Borough shall have the right to make the repairs and deduct the cost of same from the bond. The Developer shall install gravel strips at all driveways into the site for the purpose of cleaning vehicle tires upon egress from the site and shall otherwise conduct periodic street cleaning and sweeping in the immediate area of the work site to remove any debris generated from/caused by the construction at the Property. The Developer shall take all precautions for the safety of pedestrians and vehicular traffic in the immediate area of the job site to protect the same from falling debris and to provide adequate and safe walkways as required by law if so designated by the Police Department or Construction Code Official for the protection of the general public during the course of construction.

15. The Developer agrees with the Borough to hold the said Borough harmless for any damage or liability caused by the discharge of surface waters upon, or the alteration of lateral support from, the lands adjacent to the property being developed, from the development construction work required by this Agreement, and agree to assume any and all liability so caused by same, and further agree to take reasonable steps alleviate any and all conditions created by the construction which cause any such damage. The Developer further agrees to grade the entire premises in accordance with the Site Plan and as certified by the Bergen County Soil Conservation District and to construct any and all retaining walls necessary to maintain adequate lateral support to properties owned by surrounding property owners, if any. Any plan to construct any system of lateral support including, but not limited to, retaining walls and beams shall be approved by the Borough Engineer prior to construction.

The Developer shall be and remain liable for any and all damage or money loss (including but not limited to reasonable attorney's fees at municipal rates) occasioned to the Borough or its officers or agents by any neglect, wrongdoing, omission or commission of any act by the Developer or any person, firm or corporation acting for the Developer hereunder arising from the construction of the improvements, the performance of the terms hereof or from or out of this Agreement. The Developer shall also save, indemnify, and hold harmless the Borough, its officers, agents, boards and employees for any and all actions at law or in equity, charges, debts, liens, encumbrances, costs and counsel fees which may arise from any such damage or loss, from the making of the improvements, the performance of the terms hereof or from or out of this Agreement, except where the Borough or its agents have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence or willful misconduct.

When and in the event that by reason of the negligence of the Developer in the construction of this development, litigation arises and the Borough is made a party Defendant to any lawsuit so instituted and by reason of the necessity of the Borough to defend such suit, the escrow funds provided for in Paragraph 7 hereof are deemed to be insufficient to pay the continuing bills for services rendered to the Borough by its attorney and/or engineer, or other expenses or costs incurred in said litigation, the Borough may serve a written notice by Certified Mail, Return Receipt upon the Developer at the address set forth herein, requiring the Developer to deposit within ten(10) days thereof, such additional funds that the Borough may deem necessary for the completion of the development and the defense of any such litigation. The Developer shall within ten (10) days, deposit such additional funds with the Borough as required. Should the Developer fail to do so within the required time period, the Borough may direct the appropriate officials to place a stop work order on all development at the premises as depicted on the Plans. Notwithstanding, the Borough shall first look to Developer's insurance coverage for compensation.

16. During and at the conclusion of the construction of improvements, the Developer shall clean all drainage facilities impacted by the project of silt and debris, if any, at Developer's sole cost and expense.

17. The Developer shall furnish off-street parking for any and all tradesman, contractors or sub-contractors and employees

thereof, or any individual or party whatsoever performing any work or labor upon the job site, including, but not limited to, any and all trucks or vehicles delivering materials or equipment to the site and shall take steps reasonably necessary to prevent the congestion of traffic in the area of the job site and to facilitate the progress of the same. There shall be no off-loading of materials or equipment on the public street.

18. No additional structures or buildings of any type shall be constructed on the Property without further approval of the appropriate Board of the Borough of Ridgefield, except those referred to in the plans presently on file with the Borough of Ridgefield.

19. Should it become necessary as a result of this development to enlarge or install any utility line such as water, gas, electric, telephone or sewer lines located in or upon the public streets, the Developer shall do so at its own cost and expense. The Developer shall obtain all necessary permits to open the street and install such improvements.

20. The Developer shall be limited to the hours between 7:30 AM and 6:00 PM on weekdays and 9:00 AM and 6:00 PM on Saturdays, except in case of necessity in the interest of public health and safety, and then only with written approval from the Borough Engineer, which approval may be granted for a period not to exceed three (3) days or less while the necessity continues and which approval may be renewed for a period of three days or less while the necessity continues. If the Borough Engineer should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways during any other period of time and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within any other period of time upon application being made at the time the permit for the work is awarded or during the progress of the work.

21. The Developer further agrees to comply with additional reasonable recommendations by the appropriate Borough official concerning the proper police and fire protection for the construction site, including the hiring of special police officers as may be required during the course of construction to ensure the public safety.

22. Any and all sanitary and storm sewer facilities, on or off the site, including, but not limited to the installation of

sewer and storm basins and hookups, and pump stations and equipment specified in the plans referenced herein, are to be constructed at the sole cost of the Developer, and shall be done only upon issuance of all required approvals under law.

23. Upon the execution of this Agreement and the posting of the cash deposits as aforesaid, a construction permit shall be issued to the Developer by the Construction Code Official of the Borough upon approval of the complete building plans, payment of all fees, proof of insurance, bonds and escrows and any other requirements set forth herein.

24. Improvements shown on the plans herein referred to shall be constructed in accordance with such plans and such applicable Ordinances of the Borough of Ridgefield. Improvements can also be constructed in accordance with field changes that have been reasonably approved by the Borough Engineer.

25. Whether or not stated herein, the Developer shall perform all the work in a good and workmanlike manner and at all times comply with all laws and/or regulations of the Federal Government, the State of New Jersey and all Ordinances of the Borough as well as such other reasonable requirements as may be imposed by the Borough Engineer.

26. The Borough contemplates, and the Developer agrees to the inspection of, all facilities to be constructed by the Developer by the appropriate Borough Code Officials, which shall be defined as any one of the construction code officials, sub-code officials or the Borough Engineer. The Borough Code Officials shall inspect the installation of improvements as set forth in the Site Plans and construction plans/construction permit applications filed by the Developer consistent with the Site Plans as the same may now exist or shall be amended or revised in the future. The Developer shall notify the applicable Borough Code Official at least forty-eight (48) hours prior to the commencement construction of any such facilities. In the event of temporary suspension, the applicable Borough Code Official shall be notified of the renewed starting date thereof. Backfilling, after the laying of any drainage or sanitary sewer pipes, or other facilities in connection therewith, shall be absolutely forbidden except after inspection and approval by the applicable Borough Code Official. The Borough Code Officials and the Borough shall take all reasonable steps necessary to ensure that any construction permit applications filed by the Developer and any field inspections requested and/or required by the Developer are processed, reviewed and completed without undue delay so as to

maintain the steady progress of construction of the project and ensure compliance with the construction deadline imposed on the Developer pursuant to the terms of this Agreement.

27. Prior to the final release of any security herein required by this Agreement, and prior to the issuance of a Certificate of Occupancy, the Developer shall submit "as built" plans prepared and certified by a licensed New Jersey professional land surveyor and/or professional engineer which plans shall be approved by the Borough Engineer, and the Borough Engineer shall certify to the Governing Body and to the Construction Code Official that all of the work required by this Agreement has been contemplated in a good and workmanlike manner and in compliance with local Ordinances and regulations.

28. Nothing herein contained shall be construed in any way to render the Borough of Ridgefield liable for any damages, costs or debts for material, labor or other expenses incurred in making the improvements, but this Agreement shall be construed only as permission of said Developer so as to make improvements upon the compliance with the terms thereof.

29. Until the completion of improvements to the site and of this Agreement and the acceptance thereof by the Borough, the Developer shall be and remain liable for any and all damage occasioned by any neglect, wrongdoing, omission or commission, by any person, corporation or partnership arising from the making of said improvements and shall save, indemnify and hold harmless the Borough from any and all actions at law or in equity, charges, liens, debts or encumbrances which may arise therefrom or thereby.

30. Intentionally deleted.

31. The parties hereto agree that the terms and conditions of this Agreement shall be binding upon them, their heirs, successors and assigns, until such time as all work required hereto has been performed in a good and workmanlike manner and has been so certified to the Borough by the Borough Engineer. Wherever used herein, the term "Developer" shall mean and include the Developer named above, its successors, assignees and/or designees.

32. The parties hereto mutually agree to perform and undertake any necessary action and execute and deliver any and all documents which may now or in the future become necessary in order to effectuate the intent and purpose of this Agreement.

33. It is agreed by the Developer that this Agreement shall not be transferred or assigned to any other third parties without the prior consent of the Borough, but notwithstanding same, the Developer shall have the right to assign this Agreement to a future fee owner of the Property and/or to any lender of Developer.

34. Nothing herein contained shall be construed as preventing the Borough from exercising in any court of law or elsewhere any right or duties which it may have by statute, ordinance, or other law. Nothing herein contained shall be deemed a waiver by any party of any ordinance or state statute or other law, or be construed as an abridgement, preemption or waiver of the powers of any Borough Board, Agency or Public Body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer vis-a-vis any such public body.

35. Nothing herein contained shall be construed to render the Borough or any of its officers, board members, or employees liable for any charges, cost, or debts for material, labor or other expenses incurred in the making of the improvements.

36. In no case shall a Certificate of Occupancy be issued if a material breach or default in this Agreement has occurred and has not been cured. Without limitation upon any other remedy provided herein or by law, the Mayor and Council of the Borough of Ridgefield (hereinafter the "Mayor and Council") may order that no, or no further, building permits or certificates of occupancy shall be issued until any material breach or default in this Agreement is cured.

37. Force Majeure or Tolling Event(s). The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of Force Majeure or other Tolling Event(s) (as those terms are defined below), provided, however, that the Force Majeure or Tolling Events(s) was not the result of or did not arise out of any action or non-action of the Party relying on such Force Majeure or Tolling Event(s) as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of Force Majeure or other Tolling

Event(s), either Party hereto may obtain an extension of any affected date in the Project Schedule by notifying the other Party of the Force Majeure, but only for so long as the Force Majeure reasonably requires.

"Force Majeure" shall apply to all time limitations and other obligations and means any Acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, future global pandemics or public health emergencies, subject to the terms herein regarding COVID-19, technological disaster catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or biochemical agent(s), the elements of war, blockade, riots, mob violence or civil disturbance; any act(s) of terrorism or terroristic threat; an inability to procure goods or services or a general shortage of labor, equipment and/or facilities, energy, materials or supplies in the open market; failure of transportation; strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities; legal inability to comply resulting from a change of: municipal law(s) regulating land use and construction; any Legal Requirements under any applicable environmental laws, as well as all known and unknown federal USEPA and NJDEP clearances, approvals or permits typical of the development process; and any unreasonable delays in the Developer's receipt of any necessary Governmental Approvals, as same are defined herein, or any other similar cause not within the reasonable control of the Developer.

"Tolling Event(s)" means: (i) an Event of Default by the City; (ii) an act or omission of the City that has a material and adverse effect on the ability of the Developer to perform any obligation, requirement, commitment or responsibility set forth by this Agreement; (iii) any litigation regarding any Governmental Approval or regarding the denial or conditions to any Governmental Approval; or (iv) any governmental moratorium that prevents construction, development or occupancy of the Project.

38. Upon a default by the Developer under the terms and/or conditions of this Agreement, the Borough shall provide the Developer with thirty (30) days written notice within which period of time the Developer shall be required to comply with all the terms of this Agreement and appropriate ordinances and rules and regulations of the Borough and its agencies. Notwithstanding

the foregoing sentence, if the default is of a nature that it cannot, with the exercise of reasonable diligence, be cured within said 30 day period, then said 30 day period shall be extended to a period of time as reasonably agreed by the parties to enable the Developer to cure the default with the exercise of reasonable diligence. At the expiration of the period to cure where the Developer has failed to perform in accordance with this Agreement and in accordance with all applicable Borough ordinances and rules and regulations of the Borough and its agencies, the Borough, without further notice to the Developer, may utilize the deposited performance guarantees for the full, complete and adequate performance of this Agreement in compliance with all Borough ordinances and rules and regulations of the Borough and its agencies. In addition, the Borough may bring an action on the Performance Guaranty; expend the cash guarantee funds; bring an action for specific performance of the Agreement; or seek to effect completion on the basis of any other remedy available to the Borough.

39. If, before the completion of the work, the Developer abandons the job, files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent or suffers any type of receivership, insolvency, bankruptcy, or other similar proceeding to be filed against it, or ceased work for a period of thirty (30) consecutive days without notice to or the permission of the Borough Engineer and fails to resume work within ten (10) days after receipt of notice by certified mail, return receipt at the address stated in this Agreement, then the Borough can exercise any rights and remedies as specified in Paragraph 38 and it shall be the duty of the surety immediately to undertake the completion of the work at the expense of the Developer and its surety, or to pay to the Borough the cost of completion of the work as a local improvement pursuant to the provisions of N.J.S.A. 40:56 et seq..

40. The Developer shall complete all terms and conditions of this Agreement as specified herein. In the event that the Developer cannot complete same due to a force majeure, the time for completion of this Agreement shall be extended for a period equal to the duration of the said force majeure.

41. This Agreement may only be modified or amended by a written instrument signed by all parties hereto and duly approved according to law.

42. Each of the provisions set forth herein shall have the same force and effect as if set forth at length as conditions of the granting of site plan approval as they are deemed reasonably

necessary to effectuate the Site Plans as approved in the Approval Resolution to the extent allowed under the Municipal Land Use Law.

44. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Bergen County vicinage.

45. The Borough and the Developer agree to mediate, in good faith, any dispute prior to initiating any litigation. Mediation shall be by a retired Judge of the Superior Court in Bergen County mutually agreed to by the Parties. If the Borough and the Developer are unable to agree upon a mediator, each shall select a retired Judge and the 2 Judges selected shall determine the mediator., The cost of mediation shall be paid equally by the Borough and the Developer. Neither the Borough nor the Developer shall commence any litigation prior to good faith efforts to mediate such dispute.

46. The provisions of this Agreement are severable; if any one provision be determined unenforceable, this shall have no effect on the balance of the provisions hereof which shall remain in full force and effect.

47. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested by its Borough Deputy Clerk and its Municipal Seal to be hereunto affixed, pursuant to the Resolution of the Borough passed for that purpose, and the Developer has likewise signed and sealed this Agreement on the day and year first above written.

WITNESS:

BSREP III RIDGEEFIELD, LLC

ATTEST:

BOROUGH OF RIDGEFIELD

Anthony Suarez, Mayor
Linda M. Silvestri, Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilwoman Larkin

RESOLUTION NO. 173-2022

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

MICHAEL BONAGUARO

be appointed as pool maintenance personnel for the 2022 pool season at the hourly rate of \$13.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

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

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 174-2022

BE IT RESOLVED, that warrants totaling **\$1,228,873.64**
be drawn on the following accounts:

CURRENT	\$942,151.51
TRUST	\$86,805.29
CAPITAL	\$172,532.36
POOL	\$27,384.48
TOTAL	\$1,228,873.64

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk