

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: May 24, 2021

Open Public Meetings Statement by Mayor Suarez

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

- Presentation by Community Options, Inc.

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**

	<b>PRESENT</b>	<b>ABSENT</b>
Mayor Suarez		
Castelli		
Penabad		
Shim		
Jimenez		
Kontolios		
Larkin		

**ROLL CALL-EXEC. SESSION**

	<b>PRESENT</b>	<b>ABSENT</b>
Mayor Suarez		
Castelli		
Penabad		
Shim		
Jimenez		
Kontolios		
Larkin		

**ROLL CALL-PUBLIC SESSION**

	<b>PRESENT</b>	<b>ABSENT</b>
Mayor Suarez		
Castelli		
Penabad		
Shim		
Jimenez		
Kontolios		
Larkin		

Presentation of Proclamations:

- JiWon Cha - Asian American and Pacific Islander Heritage Month
- Yongki Colin Ryu - Asian American and Pacific Islander Heritage Month

As advertised, hearing will be held on Ordinance No. 2413 entitled, "AN ORDINANCE AMENDING CHAPTER 375 ARTICLE XXVI OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED SPECIALLY ALLOCATED PARKING"

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

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As advertised, hearing will be held on Ordinance No. 2414 entitled, "AN AMENDED ORDINANCE TO RELEASE, VACATE AND EXTINGUISH ANY AND ALL PUBLIC RIGHTS IN AND TO A PORTION OF VIRGIL AVENUE BY AND WITHIN 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

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As advertised, hearing will be held on Ordinance No. 2415 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

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Introduction of Ordinance No. 2416 entitled, “AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF RIDGEFIELD WITH THE ADDITION OF A CHAPTER 391 ENTITLED “COMMUNICATION FACILITIES RIGHT-OF-WAY PERMITS” TO PROVIDE FOR THE REGULATION OF SMALL CELL WIRELESS FACILITIES WITHIN THE MUNICIPAL RIGHTS-OF-WAY”

First Reading of Ordinance

Roll Call

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Introduction of Ordinance No. 2417 entitled, “BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF CAPITAL EQUIPMENT FOR THE POLICE DEPARTMENT, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, AND REAPPROPRIATING EXCESS BOND PROCEEDS IN THE AMOUNT OF \$146,177.48 TO FINANCE THE COST THEREOF”

First Reading of Ordinance

Roll Call

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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.

163-2021	Mayor Suarez	Proclamation – Mental Illness Awareness Month
164-2021	Councilman Jimenez	Professional Service Agreement –Substitute Public Defender
165-2021	Councilman Castelli	Meadowlands Field Easement Agreement
166-2021	Councilman Jimenez	Veteran’s Exemption Refund
167-2021	Councilman Jimenez	Revised Developer’s Agreement – Jasmine 585 LLC
168-2021	Councilman Kontolios	Approve Contract for Emergency Medical Services
169-2021	Councilman Kontolios	Unified Communication Services- New Era Technology

170-2021

Councilwoman Larkin

Hire Swim Pool Personnel for 2021 Season

**COUNCIL VOTE**

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

**RESOLUTIONS:**

171-2021

Councilman Jimenez

Warrants

**COMMENTS BY MAYOR:**

**COMMENTS BY COUNCIL:**

**COMMENTS BY ADMINISTRATOR:**

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

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

Respectfully submitted,

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Penabad

ORDINANCE NO. 2413

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 ARTICLE XXVI OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED SPECIALLY ALLOCATED PARKING”

introduced on the 10<sup>th</sup> day of May, 2021, 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				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 10, 2021

Presented by Councilman Penabad

ORDINANCE NO. 2413

“AN ORDINANCE AMENDING CHAPTER 375 ARTICLE XXVI OF THE CODE OF THE  
BOROUGH OF RIDGEFIELD ENTITLED SPECIALLY ALLOCATED PARKING”

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

Section I. Article XXVI, Specially Allocated Parking, of the Borough of Ridgefield,  
be and hereby is amended as follows:

§375-82, Areas Designated, be and hereby is amended by adding to the existing  
provisions of said ordinance section a new subsection (c) as follows:

- C. A single parking place adjacent to 720 Bergen Boulevard (on the east side  
of Bergen Boulevard) beginning at a point 109 feet south of the southeast  
corner of Bergen Boulevard and Lafayette Avenue and proceeding south a  
distance of 18 feet. This parking place shall be reserved for the exclusive  
use of Fire Chief Anthony Santangelo’s fire department vehicle.

Section II. In all other respects, the terms and conditions of Chapter 375 of the Code of the  
Borough of Ridgefield are 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 herewith are hereby repealed.

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Castelli

ORDINANCE NO. 2414

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

“AN AMENDED ORDINANCE TO RELEASE, VACATE AND EXTINGUISH ANY AND ALL PUBLIC RIGHTS IN AND TO A PORTION OF VIRGIL AVENUE BY AND WITHIN THE BOROUGH OF RIDGEFIELD”

introduced on the 10<sup>th</sup> day of May, 2021, 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				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 10, 2021

Presented by Councilman Castelli

ORDINANCE NO. 2414

“AN AMENDED ORDINANCE TO RELEASE, VACATE AND EXTINGUISH ANY AND ALL PUBLIC RIGHTS IN AND TO A PORTION OF VIRGIL AVENUE BY AND WITHIN THE BOROUGH OF RIDGEFIELD”

WHEREAS, the Mayor and Council of the Borough of Ridgefield in the County of Bergen is of the opinion that the public interests will best be served by abandoning, vacating, releasing and extinguishing any and all public rights which said Borough may have in and to the following described portion of Virgil Avenue:

That portion of Virgil Avenue from its intersection with the easterly side of Shaler Boulevard running thence in an easterly direction to its intersection with the westerly side of Bruce Street.

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

Section I.

The public rights and interests to a portion of Virgil Avenue, particularly described as follows, are hereby vacated, abandoned and released:

That portion of Virgil Avenue from its intersection with the easterly side of Shaler Boulevard running thence in an easterly direction to its intersection with the westerly side of Bruce Street.

Reserved and excepted from vacation are all rights and privileges presently possessed by public utilities as defined in *N.J.S.A. 48:2-13*, and by any television company, as defined in *N.J.S.A. 48:5A-1*, et. seq., to maintain, repair and replace the existing facilities in, adjacent to, over or under the street, or any part thereof, to be vacated.

Section II.

This ordinance shall become effective twenty (20) days after final passage, publication according to law. The Municipal Clerk shall file a copy with the Office of the Bergen County Clerk.

Section III:

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

Section IV.

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

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Kontolios

ORDINANCE NO. 2415

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 10<sup>th</sup> day of May, 2021, 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**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 10, 2021

Presented by Councilman Kontolios

ORDINANCE NO. 2415

“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 813 DeLalla Terrace (on the northerly curb line of DeLalla Terrace) beginning at a point 124 feet west of the northeast corner of Morse Avenue and DeLalla Terrace and continuing west a distance of 22 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:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Kontolios

ORDINANCE NO. 2416

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 CODE OF THE BOROUGH OF RIDGEFIELD WITH THE ADDITION OF A CHAPTER 391 ENTITLED “COMMUNICATION FACILITIES RIGHT-OF-WAY PERMITS” TO PROVIDE FOR THE REGULATION OF SMALL CELL WIRELESS FACILITIES WITHIN THE MUNICIPAL RIGHTS-OF-WAY”

introduced on the 24<sup>th</sup> day of May, 2021, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 14<sup>th</sup> day of June, 2021 at 7:00 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Kontolios

ORDINANCE NO. 2416

“AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF RIDGEFIELD WITH  
THE ADDITION OF A CHAPTER 391 ENTITLED “COMMUNICATION FACILITIES  
RIGHT-OF-WAY PERMITS” TO PROVIDE FOR THE REGULATION OF SMALL CELL  
WIRELESS FACILITIES WITHIN THE MUNICIPAL RIGHTS-OF-WAY”

WHEREAS, the Borough of Ridgefield (“Borough”) is aware that certain technological developments have made access to its Municipal Rights-of-Way desirable by certain telecommunications companies for the placement of small cell wireless facilities, including but not limited to, the installation of antennas, small cells and other communication devices and associated equipment (collectively the “Small Cells”); and

WHEREAS, the Borough has determined that its Municipal Rights-of-Way, such as they are or may be, themselves constitute a valuable resource, finite in nature, and which exists as a common right of the public to pass and repass freely over and across said lands without unreasonable obstruction or interference, and which therefore must be managed carefully; and

WHEREAS, the Federal Telecommunications Act preserves local governments’ ability to manage the public Rights-of-Way on a competitively neutral and non-discriminatory basis 47 U.S.C. 332 (c)(7)(A); and

WHEREAS, New Jersey municipalities must give consent before a Small Cell, i.e., a small antenna, can be placed on existing poles pursuant to N.J.S.A. 48:3-19 and for the erection of new poles within the public Rights-of-Way pursuant to N.J.S.A. 48:17-10; and

WHEREAS, the Federal Communications Commission (FCC) has recently adopted an order entitled “Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment” WT Docket No. 17-79; WC Docket 17-84, which places a shot clock on municipal approval for the placement of Small Cells on Existing Poles and the placement of New Poles in the Municipal Right-of-Way; and

WHEREAS, the erection of New Poles and Ground level Cabinets in the Municipal Right-of-Way raise significant aesthetic and safety concerns; and

WHEREAS, the FCC, in its recent order, provides that municipalities can impose aesthetic requirements on Small Cells where said requirements are: 1) reasonable; 2) no more burdensome than those applied to other types of infrastructure deployment; and 3) published in advance; and

WHEREAS, the Borough has determined that it is necessary to set forth clear standards in relation to the siting of Poles, Cabinets and Antennas for the benefit of its citizens and any utilities which use or will seek to make use of said Municipal Rights-of-Way.

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

The Code of the Borough of Ridgefield is amended with the addition of Chapter 391 Communication Facilities Right-of-Way Permits

Chapter 391 Communication Facilities Right-of-Way Permits

A. Definitions

**Administrative Review** means ministerial review of an Application by the Designee and Engineer to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Chapter.

**Antenna** means communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

**Applicable Codes** means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

**Applicant** means any Person or Entity who submits an Application under this Chapter.

**Application** means a written request, on a form provided by the Borough of Ridgefield.

**Authority** means the Mayor and Council of the Borough of Ridgefield.

**Collocate** means to install or mount a Small Wireless Facility in the Public Right-Of-Way on an existing Support Structure, an existing Tower, or on an existing Pole to which a Small Wireless Facility is attached at the time of the Application.

“**Collocation**” has a corresponding meaning.

**Communications Facility** means, collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including; (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached.

**Communications Service** means cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or telecommunications service, as defined in 47 U.S.C. § 153(53).

**Communications Service Provider** means a provider of Communications Services and includes a cable operator as defined in 47 U.S.C. § 522(5).

**Decorative Pole** means a Pole that is specially designed and placed for aesthetic purposes.

**Designee** means Hoplite Communications, LLC, the Person appointed by the Borough to serve as the initial point-of-contact and consultant for the Borough for all matters concerning this Chapter, and who may be contracted for professional services.

**Eligible Facilities Request** means an eligible facilities request as set forth in 47 C.F.R. Section 1.6100, as that section may be amended from time to time.

**FCC** means the Federal Communications Commission of the United States.

**Laws** means, collectively, any and all Federal, State or Local law, statute, common law, code, rule, regulation, order, or ordinance.

**Ordinary Maintenance and Repair** means inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a communications Facility and/or the associated Support Structure, Pole or Tower, that does not require blocking, damaging or disturbing any portion of the Public ROW.

**Permit or “R.O.W. Permit”** means a written authorization to install, at a specified location(s) in the Public ROW, a Communications Facility, Tower or a Pole to support a Communications Facility.

**Permittee** means an Applicant that has received a Permit under this Chapter.

**Person** means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental entity.

**Pole** means a legally constructed pole, such as a utility, lighting or similar pole made of wood, concrete, metal or other material, located or to be located within the Public Right-of-Way. A Pole does not include a Tower or Support Structure and does not include a pole or structure that supports electric transmission lines.

**Provider** means a Communications Service Provider or a Wireless Services Provider, and includes any Person that owns and/or operates within the Public ROW any Communications Facilities, Wireless Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities or Towers.

**Public Right of Way or Public ROW** means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, or similar purpose. The term does not include a federal interstate highway, state highway, county right of way or other areas that are not within the legal jurisdiction, ownership or control of the Authority.

**Replace or Replacement** means, in connection with an existing Pole, Support Structure or Tower, to replace (or the replacement of) same with a new structure, substantially similar in design, size and scale to the existing structure and in conformance with this Chapter and any other applicable regulations in order to address limitations of the existing structure to structurally support Collocation of a Communications Facility.

**Small Wireless Facility** means a Wireless Facility that meets both of the following qualifications: (i) each Antenna could fit within an enclosure of not more than three (3) cubic feet in volume; and (ii) all other wireless equipment associated with the Antenna, including the preexisting equipment, is cumulatively no more than twenty-eight (28) cubic feet in volume.

**State** means the State of New Jersey.

**Support Structure** means a structure in the Public ROW other than a Pole or a Tower to which a Wireless Facility is attached at the time of the Application.

**Surrounding Streetscape** means the visual elements of a street, including the road, adjoining buildings, street furniture, trees and open spaces, etc., that combine to form the street's character.

**Tower** means any structure in the Public ROW built for the sole or primary purpose of supporting a Wireless Facility. A Tower does not include a Pole or a Support Structure.

**Wireless Facility** means the equipment at a fixed location or locations in the Public ROW that enables Wireless Services. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one type of a Wireless Facility.

**Wireless Services** means any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

**B. Access to Public Right of Way**

Prior to installing in the Public R.O.W. any Communications Facility, or any Pole built for the sole or primary purpose of supporting a Communications Facility, or any Tower, a Person shall enter into a Right of Way Use Agreement with the Borough of Ridgefield expressly authorizing use of the Public Right of Way for the Communications Facility, Pole or Tower proposed to be installed.

1. The term of the R.O.W. Use Agreement shall not exceed 30 years.
2. The R.O.W. Use Agreement authorizes the Provider's non-exclusive use of the Public R.O.W. for the sole purpose of installing, maintaining and operating Communications Facilities, including any Pole built for the sole or primary purpose of supporting the Communications Facilities and to provide the services expressly authorized in the agreement subject to Applicable Codes and applicable laws, this Chapter and the terms and conditions of the agreement. The agreement authorizes use only of the public R.O.W. in which the Borough has an actual interest. It is not a warranty of title or interest in any Public R.O.W. and it does not confer on the Provider any interest in any particular location within the Public R.O.W.. No other right or authority is granted except as expressly set forth in the agreement. Nothing herein shall authorize the use of the Borough's Poles, Towers, Support Structures, or other structures in the Public R.O.W.. All use of the Borough's Poles, Towers, Support Structures and other structures in the Public R.O.W. shall require a separate agreement and the payment of separate fees for such use.
3. The Provider shall, at its sole cost and expense, keep and maintain its Communications Facilities, Poles, Support Structures and Towers in the Public R.O.W. in a safe condition, and in good order and repair.
4. The Provider shall provide insurance and indemnification of the Borough as described in the R.O.W. Use Agreement. The insurance coverage limits must be at least as broad as follows:
  - a. Worker's Compensation and Employer's Liability Insurance. Provider shall provide proof of Worker's Compensation Insurance and be in compliance with the Worker's Compensation Law of the State of New Jersey. Employer's Liability: Limit of liability shall be a minimum of \$500,000 in accordance with New Jersey statute.
  - b. Comprehensive General Liability. Comprehensive general liability ("CGL") insurance with limits no less than \$2,000,000 per occurrence.
  - c. Automobile Liability. Automobile liability insurance covering claims for bodily injury and property damage arising from all owned, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit.

**C. R.O.W. Permit**

1. No person may construct, maintain or perform any other work in the Public R.O.W. related to Communications Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities, or Towers without first receiving a Permit to the extent required under this Chapter, and any subsequent permits or authorizations required by applicable Laws or the Authority.

2. The Authority shall not issue a Permit unless the Applicant, or a Provider on whose behalf the Applicant is constructing Communications Facilities, Poles or Towers, has applied for and received the R.O.W. Use Agreement required by this Chapter, or otherwise has a current and valid franchise with the Borough expressly authorizing use of the Public R.O.W. for the Communications Facilities, Poles or Towers proposed in the Application, and all applicable fees have been paid.

3. The Provider shall not locate or maintain its Communications Facilities, Wireless Facilities, Support Structure, Poles and Towers so as to unreasonably interfere with the use of the Public R.O.W. by the Borough, by the general public or by other persons authorized to use or be present in or upon the Public R.O.W.

#### D. Location and Siting

1. Height. No Pole shall be taller than fifty (50) feet in height including the antennas or 110% of the height of Poles in the Surrounding Streetscape, whichever is higher.

2. Distance from curb line. No Pole shall be farther than five (5) feet from the curb line.

3. Location, Safety and Aesthetics. No Pole shall be erected in the Right-of-Way unless it:

- a. Is replacing an Existing Pole; or
- b. Is approved by the Authority; or
- c. Is located within the Municipal Right-of-Way; and
- d. Is at least one hundred fifty (150) linear feet from any other Existing Pole or Proposed Pole, which is used to support a Small Wireless Facility; and
- e. Is not located in an area with Underground Utilities except as specified in subsection (9) below; and
- f. Does not inhibit any existing sight triangles; and
- g. Allows adequate room for the public to pass and re-pass across the Right-of-Way; and
- h. Applicant will heed reasonable requests by the Authority to utilize stealth technology and decorative poles when requested to preserve the existing character and streetscape and minimize impact on surrounding properties by causing the proposed Pole and Small Cell to blend in compatibly with their background

4. The Authority may require new poles to be Decorative Poles if appropriate.

5. Pole Mounted Antennas are permitted on New and Existing Poles, provided that each Pole Mounted Antenna:

- a. Does not exceed three (3) cubic feet in volume; and
- b. Is finished and/or painted and otherwise camouflaged, in conformance with best available stealth technology methods, so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties; and
- c. Does not inhibit sight triangles; and
- d. Allows adequate room for the public to pass and repass across the municipal right-of-way.

6. Pole Mounted Cabinets are permitted on New and Existing Poles, provided that each Pole Mounted Cabinet:

- a. Does not exceed sixteen (16) cubic feet; and
- b. Is finished and/or painted and otherwise camouflaged in conformance with best available stealth technology methods so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties; and
- c. Does not inhibit sight triangles; and
- d. Allows adequate room for the public to pass and repass across the municipal right-of-way.

7. The Authority may also require that an applicant provide a certification from a licensed engineer attesting to the structural integrity of any Pole Mounted Antenna or Pole Mounted Cabinet.

8. Ground mounted equipment may be used only to house equipment and other supplies in support of the Small Wireless Facility.

9. Underground Utilities. Unless otherwise agreed to in writing by the Authority or otherwise required by applicable Laws, whenever any existing electric utilities or Communications Facilities are located underground within a Public R.O.W., the Provider with permission to occupy the same portion of the Public R.O.W. shall locate its Communications Facilities underground at its own expense. The Authority may, in its sole discretion, approve above-ground placement of equipment cabinets, pedestals and similar equipment. For facilities or equipment such as Wireless Facilities that cannot, by their nature, operate unless located above ground, the Provider and Authority shall work to find a suitable location for such facilities or equipment, and which may be outside the Public R.O.W., only if the Authority owns or otherwise manages said locations and has the authority to make them available to Applicant for its Communications Facilities under similar terms and conditions as locations are made available in the Public R.O.W. The Applicant shall not be compelled to locate its above ground Wireless Facilities on private property that is not owned, controlled or otherwise managed by the Borough.

10. All wireless equipment associated with the Pole or Tower, including the wireless equipment associated with the antenna and any preexisting associated equipment shall not be more than twenty-eight (28) cubic feet in volume.

11. The Provider shall upon completion of construction provide the Borough with as-built drawings and a map showing the location of the facility and equipment.

12. Fewest Possible New Poles. Applicant shall use existing Poles when possible for the placement of its Small Wireless Facilities and shall minimize the number of new proposed Poles in the right-of-way to the fewest possible to meet the coverage and capacity requirements.

13. Fewest Possible Small Wireless Facilities. Applicant shall minimize the number of new proposed Small Wireless Facilities in the right-of-way to the fewest possible to meet its coverage and capacity requirements.

#### E. Restoration Requirements

1. The Provider, or its agent or contractor, shall restore, repair and/or replace any portion of the Public R.O.W. that is damaged or disturbed by the Provider's Communications Facilities, Poles, Towers or work in or adjacent to the Public R.O.W.

2. If the Provider fails to timely restore, repair or replace the Public R.O.W. as required in this subsection, the Authority or its contractor may do so and the Provider shall pay the Authority's costs and expenses in completing the restoration, repair or replacement.

#### F. Removal, Relocation and Abandonment

1. Within 30 days following written notice from the Authority, the Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its Communications Facilities, Poles, Support Structures or Towers within the Public R.O.W., including relocation of above-ground Communications Facilities underground (consistent with the provisions of this Chapter), whenever the Borough has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any Borough improvement, the operations of the Borough in, under or upon the Public R.O.W., or otherwise is in the public interest. The Provider shall be responsible to the Borough for any damages or penalties it may incur as a result of the Provider's failure to remove or relocate Communications Facilities, Poles, Support Structures or Towers as required in this subsection.

2. The Borough retains the right and privilege to cut or move any Communications Facility, Pole, Support Structure or Tower located within the Public R.O.W. of the Borough, as the Borough may determine, in its sole discretion, to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the Borough shall notify the Provider and give

the Provider an opportunity to move its own facilities prior to cutting or removing the Communications Facility, Pole, Support Structure or Tower. In all cases, the Borough shall notify the Provider after cutting or removing the Communications Facility, Pole, Support Structure or Tower as promptly as reasonably possible.

3. A Provider shall notify the Borough of abandonment of any Communications Facility, Pole, Support, Structure or Tower at the time the decision to abandon is made, however, in no case shall such notification be made later than 30 days prior to abandonment. Following receipt of such notice, the Provider shall remove its Communications Facility, Pole, Support Structure or Tower at the Provider's own expense, unless the Borough determines, in its sole discretion, that the Communications Facility, Pole, Support Structure or Tower may be abandoned in place. The Provider shall remain solely responsible and liable for all of its Communications Facilities, Poles, Support Structures and Towers until they are removed from the Public R.O.W. unless the Borough agrees in writing to take ownership of the abandoned Communications Facilities, Poles, Support Structures or Towers.

4. If the Provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its Communications Facilities, Poles, Support Structures or Towers or remove any of its abandoned Communications Facilities, Poles, Support Structures or Towers as required in this subsection, the Borough or its contractor may do so and the Provider shall pay all costs and expenses related to such work, including any delay damages or other damages the Borough incurs arising from the delay.

#### G. Fees and Charges

1. One Time Fees and Recurring Rates. As consideration to the Borough for entering into the Right-of-Way Use Agreement and also as a condition precedent for the issuance of any required Permit pursuant to this Chapter, the Applicant shall pay the required one-time fees and recurring rates as set forth in this subsection, and which may be amended or modified from time to time per revision and modification to local, state and federal laws and regulations. Said fees shall include Application or One-Time Fees and Recurring Right-of-Way Occupancy Rates.

2. Permit Application Escrow. A Permit Application Escrow of \$1000 per new Small Wireless Facility, including any new Pole or Support Structure, as applicable, and \$500 per alteration, expansion, modification to an existing Small Wireless Facility or Pole or Support Structure, shall be submitted along with each Application for a Permit and held in escrow to be billed against actual incurred costs. Any expenses above the escrow shall be invoiced to Applicant directly and shall be paid by Applicant prior to the issuance of any Permit.

3. Reasonable Approximation. All One-Time Fees will be a reasonable approximation of objectively reasonable costs.

4. One Time Fees Apply to All Work. One-time fees and event fees apply to the initial installation of facilities as well as to any subsequent upgrade, replacement, expansion,

modification or alteration of same, with each instance of an upgrade, expansion, alteration, modification or repair being a separate project subject to a Permit application and One-Time Fees. Ordinary Maintenance and Repair does not trigger any One-Time Fees.

5. Designee Consulting Fee. Applicant shall be responsible for Designee consulting fees which will be a reasonable reflection of objectively reasonable costs, and which shall be first paid to Designee via the Permit Application Escrow. Said fee shall be at the rate of \$350/hour and shall not exceed 3 hours per installation, modification, alteration, upgrade or expansion of a Small Wireless Facility or Pole or Support Structure. Said consultation shall supplement Borough personnel with expertise and knowledge not otherwise possessed by Borough agents and officials.

6. Annual ROW Occupancy Rate shall be \$270 per annum, and shall be paid within thirty (30) days of the issuance of the applicable Permit and annually thereafter, with payment being due on the anniversary of the first payment date for the balance of the Term. However, under no circumstances shall the Rate be remitted later than ninety (90) days after the full execution of the applicable Right-of-Way Use Agreement between Borough and Applicant.

7. Annual Attachment Rate, equal to an amount that represents a reasonable approximation of the objectively reasonable costs incurred by the Borough for the attachment of each Small Wireless Facility to Borough-owned structures in the Public Right-of-Way. This amount shall be paid within thirty (30) days of issuance of the applicable Permit(s) and annually thereafter. The annual rates in this subsection and the Annual ROW Occupancy Rate subsection combined shall not exceed \$270 annually per Small Wireless Facility location.

8. All Fees and Rates will be applied in a non-discriminatory manner to all Communications Service Providers.

9. Other Fees. The Applicant or Provider shall be subject to any other generally applicable fees of the Borough or other government body, such as those required for electrical permits, building permits, or street opening permits, which the Applicant or Provider shall pay as required in the applicable Laws, as well as attachment fees for the use of the Borough owned Poles, Towers, Support Structures, ducts, conduits or other structures in the Public R.O.W., as set forth in attachment agreements authorizing such use.

10. No Refund. Except as otherwise provided in the Right of Way Agreement; Franchise Agreement; License, the Provider may remove its Communications Facilities, Poles or Towers from the Public R.O.W. at any time, upon not less than 30 days prior written notice to the Borough, and may cease paying the Borough any applicable recurring fees for such use, as of the date of actual removal of the facilities and complete restoration of the Public R.O.W.. In no event shall a Provider be entitled to a refund of any fees paid prior to removal of its Communications Facilities, Poles or Towers.

## H. Permit Applications

1. Permit Required. Unless expressly authorized in this Chapter or in writing by the Authority, no Person may construct, install, modify, expand, alter or maintain in the Public R.O.W. any Communications Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities or Towers, including the installation or Collocation of Communications Facilities on existing Poles, Towers, Support Structures or other structures within the Public R.O.W. without first receiving a Permit. Notwithstanding the foregoing, in the event of an emergency, a Provider or its duly authorized representative may work in the Public R.O.W. prior to obtaining a Permit, provided that the Provider shall attempt to contact the Borough prior to commencing the work and shall apply for a Permit as soon as reasonably possible, but not later than 24 hours, after commencing the emergency work. For purposes of this subsection, an "Emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.

2. Permit Application Requirements. The Application shall be made by the Provider or its duly authorized representative and shall contain the following:

- a. The Applicant's name, address, telephone number, and email address, including emergency contact information for the Applicant.
- b. The names, addresses, telephone numbers and email addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
- c. A description of the proposed work and the purposes and intent of the proposed Communications Facility, Pole, Tower, Support Structure or Wireless Facility (as applicable) sufficient to demonstrate compliance with the provisions of this Chapter
- d. If applicable, a copy of the authorization for use of the property from the Pole, Tower or Support Structure owner on or in which the Communications Facility will be placed or attached.
- e. Detailed construction drawings regarding the proposed Communications Facility, Pole, Tower, Support Structure or Wireless Facility (as applicable). Construction drawings shall include, at minimum, a clear delineation of the right-of-way, distance of the proposed Communications Facility, Pole or Support Structure from certain existing right-of-way features such as curb ramps for handicap accessibility pursuant to the Americans With Disabilities Act, sidewalk width and other details standard for these types of telecommunications installations in the public right-of-way.
- f. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation (or that the Pole, Tower or Support Structure will be modified to meet structural requirements) in accordance with Applicable Codes.
- g. For any new aboveground facilities, accurate visual depictions or representations. If not included in the construction drawings.
- h. The following additional permits, approvals and authorization, as each is reasonably applicable to the proposed Application:

- i. Street opening permit, per Borough procedure
- ii. Construction permit, per Borough procedure. This requirement may be waived if the appropriate code official determines that it is unnecessary per the proposed construction and installation of facilities
- iii. County approval, for sites located in the County R.O.W.

3. Proprietary or Confidential Information in Application. Applications are public records that may be made publicly available pursuant to the New Jersey Open Public Records Act. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the Borough shall treat the information as propriety and confidential, subject to the New Jersey Open Public Records Act and the Borough’s determination that the Applicant’s request for confidential or proprietary treatment of Application materials is reasonable. The Borough shall not be required to incur any costs to protect the Application materials from disclosure, other than the Borough’s routine procedures for complying with the New Jersey Open Public Records Act.

4. Ordinary Maintenance and Repair. A Permit shall not be required for ordinary Maintenance and Repair. The Provider or other Person performing the Ordinary Maintenance and Repair shall obtain any other permits required by applicable laws and shall notify the Borough in writing at least 48 hours before performing the Ordinary Maintenance and Repair. Notwithstanding the foregoing, the Authority reserves the right to inspect Applicant’s Small Wireless Facilities at any time in order to determine if the existing configuration matches the configuration contained in the most recently issued Permit, and the applicable Right-of-Way Use Agreement. Applicant shall bear no costs for said inspections. However, if it is determined that an existing Small Wireless Facility is found to be larger than the dimensions specified in the most recently issued applicable Permit, then Applicant shall be in violation of this Chapter. Applicant shall receive notice from the Borough and, upon receipt of such notice, be required to restore the site within ten (10) days to the configuration of the most recently approved Permit or retroactively apply for Administrative Approval for the unapproved modifications. In such instances, Applicant will be responsible for costs and fees incurred by the Authority to perform inspections and review.

5. Material Changes. Unless otherwise agreed to in writing by the Authority, any material changes to an Application, as determined by the Authority in its sole discretion, shall be considered a new application for purposes of the time limits set forth in Chapter, unless otherwise provided by application Laws.

6. Application Fees. Unless otherwise provided the applicable Laws, all Applications pursuant to this Chapter shall be accompanied by the required Fees.

7. Effect of Permit. A Permit from the Authority authorizes an Applicant to undertake only the activities in the Public R.O.W. specified in the Application and Permit, and in accordance

with this Chapter and any general conditions included in the Permit. A Permit does not authorize attachment to or use of existing Poles, Towers, Support Structures or other structures in the Public R.O.W.; a Permittee or Provider must obtain all necessary approvals from the owner of any Pole, Tower, Support Structure or other structure prior to any attachment or use. A Permit does not create a property right or grant authority to the Applicant to interfere with other existing uses of the Public R.O.W..

8. Duration. Any Permit for construction issued under this Chapter shall be valid for a period of 365 days after issuance, provided that the period may be extended for up to an additional 180 days upon written request for the Applicant (made prior to the end of the initial 365 day period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the Applicant.

9. Batch Permit. An Applicant may simultaneously submit not more than twenty-five (25) Applications for Communications Facilities, or may file a single, consolidated Application covering such Communications Facilities, provided that the proposed Communications Facilities are to be deployed on the same type of structure using similar equipment and within an adjacent, related geographic area of the Borough. If the Applicant files a consolidated application, the Applicant shall pay the application fee calculated as though each Communications Facility were a separate Application.

#### I. Application Review

1. Pre-Application Meeting. Prior to making a formal application with the Borough for use of the Municipal Right-of-Way, all applicants are advised to meet voluntarily with the Borough Engineer and Designee to review the scope of the Applicant's proposal.

2. All applications made under this Chapter shall be expedited so as to comply with the shot clocks set forth in the Federal Communications Commission Order titled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.

3. The Borough Engineer and Designee shall review all applications for the placement of new Poles and Ground Level Cabinets within the Municipal R.O.W. and the placement of Pole Mounted Antennas and Pole Mounted Cabinets within the Municipal R.O.W. and advise the Authority whether the application is complete and whether it meets the requirements of this Chapter.

4. Except as otherwise provided by applicable Laws, the Authority shall within thirty (30) days of receiving an Application, notify the Applicant if the Application is incomplete and identify the missing information. The Applicant may resubmit the completed Application within ten (10) days without additional charge, in which case the Authority shall have thirty (30) days from receipt of the resubmitted Application to verify the application is complete, notify the

Applicant that the Application remains incomplete or, in the Borough's sole discretion, deny the Application.

5. The Authority shall review the Application and, if the Application conforms with applicable provisions of Chapter, the Authority shall issue the Permit, subject to the standard permit requirements published by the Borough.

6. The Authority shall make its final decision to approve or deny the Application within sixty (60) days for a collocation of a small wireless facility to an existing structure, and ninety (90) days to deploy a small wireless facility on a new structure, after the Application is complete (or deemed complete in the event the Borough does not notify the Applicant that the Application or resubmitted Application is incomplete). Review of an Application to deploy a facility other than a small wireless facility using a new structure shall be decided within 150 days.

7. Waiver. The Authority may waive any siting standard set forth in Chapter where the Applicant demonstrates that strict enforcement of said Standard:

- i. Will prohibit or have the effect of prohibiting any interstate or intrastate telecommunications service pursuant to 47 U.S.C. 253(a); or
- ii. Will prohibit or have the effect of prohibiting personal wireless service pursuant to 47 U.S.C. 332(c)(7)(B)(i)(11); or
- iii. Will violate any requirement set forth by the Federal Communications Commission Order entitled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by the Removal of Barrier to Infrastructure Investment." WT Docket No. 17-79; WC Docket No. 170-84.

8. The Authority shall advise the Applicant in writing of its final decision.

#### J. Permitted Use.

Notwithstanding anything else in the Code of the Borough of Ridgefield, the installation of antennas, small cells and other communication devices and associated equipment in the public municipal roadway either on existing or new poles are permitted and considered a permitted use if a Right-of-Way Use Agreement and Right-of-Way Permits are obtained pursuant to this Chapter.

#### K. Governance of Deployments Outside of the Public Right-of-Way

This Chapter is intended to govern the installation, placement, maintenance, modification, upgrade and repair of Communications Facilities, including Small Wireless Facilities, in the Public Right-of-Way. The placement of telecommunications equipment outside of the Public Right-of-Way shall be governed by the applicable codes and ordinances of the Borough.

#### L. Preexisting Sites and Municipal Agreements.

1. Any Communications Facilities in the Public Rights-of-Way existing at the time of the adoption of the provisions of this Chapter, whether or not a Right-of-Way Use Agreement exists or is in force and effect with regard to same, shall be required to comply with the provisions of this Chapter.

2. Any Right-of-Way Use Agreements entered into between the Borough and any Provider regarding Communications Facilities in the Public Rights-of-Way shall be required to conform to the provisions and standards of this Chapter. To the extent the provisions of any existing such agreement conflict with this Chapter, said provisions, at the discretion of the Borough, shall be replaced and superseded by the applicable terms of this Chapter.

M. New Jersey One Call

In addition to compliance with the applicable provisions of this Chapter, prior to the start of any installation of Poles, Support Structures, Small Wireless Facilities or other Communications Facilities that requires excavation, Applicant shall contact New Jersey One Call at 811 at least three (3) full business days prior to the commencement of work.

N. Violations of this Chapter.

Violation of any of the provisions of this Chapter shall be a simple citation punishable with a civil penalty of \$500 for each violation which continues more than ten (10) days after written notice of such violation is provided to the Person or Applicant. Each day, after such notice, that a violation occurs or is permitted to exist by the Person or Applicant constitutes a separate offense. Section 3. If any section or provision of this Ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 4. All ordinances or parts of ordinance inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall take effect upon final adoption and publication in accordance with Law.

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Jimenez

ORDINANCE NO. 2417

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

“BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF CAPITAL EQUIPMENT FOR THE POLICE DEPARTMENT, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, AND REAPPROPRIATING EXCESS BOND PROCEEDS IN THE AMOUNT OF \$146,177.48 TO FINANCE THE COST THEREOF”

introduced on the 24<sup>th</sup> day of May, 2021, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 14<sup>th</sup> day of June, 2021 at 7:00 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Jimenez

ORDINANCE NO. 2417

“BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF CAPITAL EQUIPMENT FOR THE POLICE DEPARTMENT, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, AND REAPPROPRIATING EXCESS BOND PROCEEDS IN THE AMOUNT OF \$146,177.48 TO FINANCE THE COST THEREOF”

WHEREAS, the Borough Council of the Borough of Ridgefield, in the County of Bergen, State of New Jersey (the “Borough”), finally adopted various Bond Ordinances, specifically Bond Ordinance Number 2265 finally adopted on October 27, 2014, and Bond Ordinance Number 2307 finally adopted on July 6, 2016 (collectively, the “Ordinances”); and

WHEREAS, following the effective date of each of the Ordinances, the Borough issued bonds or bond anticipation notes, as applicable, to fully fund same and to finance the improvements or purposes authorized therein; and

WHEREAS, the Borough has determined that all of the capital improvements or purposes set forth in each of the Ordinances have either been completed in full or discontinued as a result of events occurring subsequent to the adoption of the Ordinances, as applicable; and

WHEREAS, there currently remains on deposit in the Borough capital accounts excess bond or note proceeds and capital funds allocable to the Ordinances in the amount of \$146,177.48 (the “Excess Proceeds”) but no longer necessary to complete the improvements or purposes authorized therein; and

WHEREAS, in accordance with its statutory powers including, but not limited to, those set forth in section 39 of the Local Bond Law, N.J.S.A. 40A:2-1 etseq., the Borough Council has determined that it is in the best interest of the Borough to reappropriate the Excess Proceeds in the amount of \$146,177.48 from the funds of the Borough to finance the acquisition and installation, as applicable, of capital equipment for the Police Department including, but not limited to, body worn cameras and related technology equipment and hardware and software (the “Project”); and

WHEREAS, the Borough Council now desires to reappropriate the Excess Proceeds in the amount of \$146,177.48 from the funds of the Borough, making the aggregate reappropriation

of \$146,177.48 to undertake the cost of the Project, which is an improvement or purpose for which bonds may be issued; and

BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The following amounts of Excess Proceeds of the Ordinances are no longer necessary for the purposes for which they were authorized and issued:

<u>Bond Ordinance/ Ordinance Number</u>	<u>Excess Proceeds Amount</u>
2265	\$90,530.48
2307	<u>55,647.00</u>
TOTAL	<u>\$146,177.48</u>

SECTION 2. The aggregate amount of \$146,177.48 is hereby reappropriated for the Project, pursuant to N.J.S.A. 40A:2-39 and other applicable law, and shall be used to finance the cost of the Project, which is a general capital improvement or purpose for which bonds may be issued and is set forth in Section 3 of this bond ordinance.

SECTION 3. (a) The improvement hereby authorized and purpose for which the aggregate amount of \$146,177.48 is hereby reappropriated, and shall be utilized, is the acquisition and installation, as applicable, of capital equipment for the Police Department including, but not limited to, body worn cameras and related technology equipment and hardware and software (the "Project"), which Project is an improvement for which bonds may be issued.

(b) The estimated cost of said purpose is the aggregate amount of \$146,177.48 being reappropriated for the Project pursuant to N.J.S.A. 40A:2-39 and other applicable law, and shall be used to finance the cost of the Project.

SECTION 4. The capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the office of the Clerk and is available for public inspection.

SECTION 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Borough may lawfully undertake as a

general improvement or purpose, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvement or purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 7.00 years.

(c) An amount not exceeding \$15,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose herein before described.

SECTION 6. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Mayor Suarez

RESOLUTION NO. 163-2021

WHEREAS, mental health is part of overall health; and

WHEREAS, one in five adults experiences a mental health problem in any given year;  
and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14  
and three-quarters by age 24; and

WHEREAS, suicide is the 10th leading cause of death in the United States and the 2nd  
leading cause among young adults, and 90% of people who die by suicide had shown symptoms  
of a mental health condition, according to interviews with family, friends and medical  
professionals; and

WHEREAS, long delays—sometimes decades—often occur between the time symptoms  
first appear and when individuals get help; and

WHEREAS, early identification and treatment can make a difference in successful  
management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental  
illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the  
silence and stigma that for too long has surrounded mental illness and discouraged people from  
getting help; and

WHEREAS, public education and civic activities can encourage mental health and help  
improve the lives of individuals and families affected by mental illness.

NOW, THEREFORE BE IT RESOLVED, that the Borough of Ridgefield does hereby  
proclaim the month of May as Mental Illness Awareness Month in Ridgefield, NJ to shine a light  
on mental illness and fight stigma, provide support, educate the public and advocate for equal  
care.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 164-2021

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

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with Adam Lustberg, Esq. of Lustberg Law Offices, LLC, having offices at One University Plaza, Suite 210, Hackensack, New Jersey for professional services as Substitute Public Defender without competitive bid; and

WHEREAS, the contract will be awarded under a Non-Fair and Open process as a professional services contract. The Borough has chosen to award this contract under a non-fair and open process based upon the fact that the contract price shall not exceed \$17,500.

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

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Adam Lustberg, Esq. as required by law.
2. This contract is awarded for the following reason: There is a need for a Substitute Public Defender within the Borough of Ridgefield.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract has been awarded pursuant to a “non-fair and open process” pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
5. A notice of this action shall be printed in *The Record* and/or [www.ridgefieldnj.gov](http://www.ridgefieldnj.gov).

6. FURTHER RESOLVED, that funding for the payment herein authorized shall be paid from the Account No. 03-2945 in an amount not to exceed \$17,500.00. The funds are available in the 2021 Budget as certified by the Chief Finance Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

CONTRACT FOR PROFESSIONAL SERVICES WITH  
BOROUGH SUBSTITUTE PUBLIC DEFENDER

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgely, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Adam Lustberg, Esq., of Lustberg Law Offices, LLC, having offices at One University Plaza, Suite 210, Hackensack, New Jersey, hereinafter called the "SUBSTITUTE PUBLIC DEFENDER".

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

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

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

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

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SUBSTITUTE PUBLIC DEFENDER agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

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

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

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

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

DATE:

BOROUGH OF RIDGEFIELD

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

ATTEST:

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

WITNESS:

DATE:

\_\_\_\_\_  
ADAM LUSTBERG, ESQ.

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Castelli

RESOLUTION NO. 165-2021

WHEREAS, it has been brought to the attention of the Mayor and Council of the Borough of Ridgefield that a portion of the Borough's Meadowlands Field is located on the property of an adjoining property owner; and

WHEREAS, the Borough requires the continued use of the field, including that portion of the field which lies on the property of the neighboring property owner; and

WHEREAS, the Borough has engaged in legal discussions and negotiations with the owner of the property affected by the encroachment; and

WHEREAS, the Borough has reached an agreement with the neighboring property owner whereby the Borough would receive an easement allowing it to use the encroachment area for recreational purposes into perpetuity; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to enter into the Easement Agreement, which is attached hereto as EXHIBIT A.

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

1. The Easement Agreement attached hereto be and hereby is approved.
2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the Easement Agreement.
3. The Easement Agreement requires that the Borough make a one-time payment to the property owner in the amount of \$1,500. The Chief Financial Officer has certified the availability of funds for this purpose to be charged to Account No. 01-2010-28-3702-100.

Approved:

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

Attest:

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

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

Prepared By: \_\_\_\_\_  
Victor E. Kinon, Esq.

## **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (hereinafter the "Easement Agreement") dated as of this \_\_\_\_ day of May, 2021, by and between Ridgefield Industrial, LLC, a New Jersey limited liability company, having an address of One Bridge Plaza, Suite 260, Fort Lee, New Jersey 07024 (hereinafter referred to as "Grantor"), and the Borough of Ridgefield, a body politic of the State of New Jersey, having an address of 604 Broad Avenue, Ridgefield, New Jersey 07657 (hereinafter referred to as "Grantee").

### **WITNESSETH:**

**WHEREAS**, the Grantor is the owner of certain property, located in the Borough of Ridgefield, Bergen County, New Jersey known as Lot 20 in Block 4014 on the Tax Map of the Borough of Ridgefield, New Jersey (hereinafter referred to as the "Burdened Property"); and

**WHEREAS**, the Grantor desires to grant to Grantee an easement on a portion of the Burdened Property as such portion is described more fully on Exhibit "A" and depicted on the plan as Exhibit "B" each said Exhibit attached hereto (such portion of the Burdened Property being hereinafter referred to as the "Easement Area") subject to certain covenants, conditions, and restrictions, and Grantee agrees to such terms as set forth herein; and

**WHEREAS**, the Easement Area is part of the property currently leased by Grantor to Voyant Beauty, LLC (fka Cosmetic Essence, LLC) ("Tenant") which will be removed from the leasehold effective on or prior to the date hereof.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby declare and agree as follows:

1. Grant of Easement

(a) Grantor, for and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00), lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, has currently, with the recording of this Easement Agreement, given, granted, and conveyed, and by these presents does give, grant, and convey unto Grantee, its employees, agents, affiliates and guests (including, without limitation, guests using the ball fields on the Easement Area for the purposes set forth below) the right, privilege, authority, and easement to use the Easement Area solely for recreational purposes by or through the Borough Recreation Department and/or Board of Education for softball, baseball, football, soccer, cheerleading and other athletic sport and

related uses and for no other purpose (the “Permitted Use”). The Easement is subject to termination in accordance with the provisions of Paragraph 1(d) herein.

(b) Grantee shall repair, maintain in good and reasonable condition, and replace as necessary, those improvements located in and on the Easement Area. Grantee may install additional improvements directly related to the Permitted Use as herein permitted. Grantee shall keep the Easement Area clean of refuse and debris.

(c) Grantor for itself, its successors and assigns, retains the right to construct improvements (“Grantor’s Improvements”) on the Burdened Property, including the Easement Area, which do not unreasonably interfere with the Grantee’s operations on the Easement Area.

(d) The Easement shall run with the land and shall be binding upon the Burdened Property and the Grantor and inure to the benefit of the Grantee until terminated in accordance with the provisions of this paragraph. Should Grantee cease operation of the Permitted Use on the Easement Area for a continuous duration of more than one and one-half (1 1/2) years, the Easement shall terminate. In the event the Grantor seeks to terminate this Easement pursuant to the provisions of this paragraph, it shall give written notice to the Grantee of such intended termination. Upon termination of the Easement, Grantee agrees to cooperate with Grantor to prepare, execute and deliver to Grantor such documents, in recordable form, as are necessary to legally discharge the Easement Agreement from the record. The within Easement shall not merge with the fee of the Burdened Property and shall remain unchanged, unless and until Grantor and Grantee in interest to said rights and easements, shall agree in a written recordable instrument to the modification or termination of said rights and easements. In the event the Grantee’s cessation of operation of the permitted use is caused by events beyond the Grantee’s control, such as events often described as *force majeure* including, but not limited to, such events as may lead to the declaration of a state of emergency and/or a public health emergency within the State of New Jersey, the time of cessation of operations as a result of the causes set forth in this sentence shall not count toward the continuous cessation of operations which would trigger termination of the Easement. The Grantor and the Grantee shall, however, communicate and exchange information in connection with any claim by the Borough that it is entitled to an exemption from the requirement of use as set forth in this paragraph.

(e) Grantee shall timely pay for all services and/or utilities supplied to the Easement Area.

(f) Grantee shall obtain, at Grantee’s sole cost and expense, all federal, state, regional, county and/or local approvals and permits for the installation of any improvements and the operation of the Permitted Use on the Easement Area.

(g) Grantee accepts the Easement and the Easement Area in its “as is”, “where is” condition, subject to all easements, covenants and restrictions of record.

(h) Grantee may not assign the within Easement nor transfer the same in any manner whatsoever.

(i) Unless caused by the willful misconduct or gross negligence of Grantor or Tenant, Grantee shall defend, indemnify, release and hold harmless Grantor and Tenant and their assigns, subrogees, agents, parents, subsidiaries, and related entities, officers, members, employees, and insurers (collectively, "Grantor Parties" and "Tenant Parties") from and against, and shall reimburse Grantor and Tenant with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs, and expenses (including without limitation, reasonable attorneys' fees and expenses) (hereinafter "Claims") incurred by, imposed upon or asserted against Grantor or any Grantor Parties and/or Tenant or any Tenant Parties by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person and/or property including that of Grantor or Tenant caused by or arising out of or resulting from Grantee's or Grantee's agents, employees, contractors, and/or invitees operation, maintenance, security, use and/or enjoyment of the Easement. Grantee's obligation to defend, indemnify, release and hold harmless Grantor and Tenant from all Claims shall apply irrespective of the date on which such Claim(s) arose or may arise.

(j) This Easement shall be governed by and construed in accordance with the laws of the State of New Jersey. The provisions of this Easement shall inure to the benefit of and be obligatory upon the respective parties hereto and the successors and assigns of Grantor. Neither this Easement Agreement nor the Easement may be assigned or otherwise transferred by Grantee. Any attempt of assignment or transfer of this Easement Agreement by Grantee shall cause this Easement Agreement and the Easement to be automatically null and void.

(k) During the term of this Agreement, Grantee shall have Grantor and Tenant included as additional insureds on all policies of insurance issued to, or which identify Grantee (and/or the Borough Recreation Department or Board of Education) as a named insured or additional insured, covering the use of the Easement Area with respect the activities set forth in paragraph 1(a). Grantee shall further deliver evidence of such insurance coverage to Grantor upon Grantor's request therefor.

2. In the event that Grantee violates the requirements of this Easement Agreement then Grantor and Tenant shall be reimbursed by Grantee for every loss, cost, damage or expense incurred or suffered by virtue of such violation, including but not limited to reimbursement for any and all reasonable attorneys' fees incurred to enforce or restrain any violation of this Easement Agreement. In any action or suit brought to enforce the terms of this Easement or any violation hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs including, but not limited to, costs of any appeals.

(Remainder of page left intentionally blank – Signature page to follow)

**IN WITNESS WHEREOF**, Grantor has duly signed these presents the day and year first above written.

**GRANTOR:**  
RIDGEFIELD INDUSTRIAL, LLC

---

Name: William Mack  
Title: Manager

---

Name: M. James Spitzer, Jr.  
Title: Manager

**GRANTEE:**  
BOROUGH OF RIDGEFIELD

---

Name: Anthony R. Suarez  
Title: Mayor

Attest:

---

Linda Silvestri  
Borough Clerk



**STATE OF NEW JERSEY )**

**: SS.**

**COUNTY OF            )**

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_, who I am satisfied, is the authorized signature of Grantee and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the voluntary act and deed of said corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



Engineers  
 Planners  
 Surveyors  
 Landscape Architects  
 Environmental Scientists

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

**DESCRIPTION OF PROPERTY  
 BOROUGH OF RIDGEFIELD  
 BERGEN COUNTY, NEW JERSEY  
 PROJECT NO. RFB037**

**PROPOSED BALL FIELD EASEMENT  
 WITHIN LOT 20, BLOCK 4014  
 JUNE 26, 2020**

All that certain lot, tract or parcel of land situate, lying and being in the Borough of Raritan, the County of Bergen, and State of New Jersey, and known as part of Lot 20, Block 4014, as shown on a Exhibit prepared by Maser Consulting, P.A. entitled, "Exhibit, Proposed Ball Field Easement for Part of Lot 20, Block 4014, Borough of Ridgefield, Bergen County, New Jersey" dated June 26, 2020, and being more particularly bounded and described as follows to wit:

**BEGINNING** at a point on the line dividing Lot 20 and Lot 21 (lands now or formerly of The Mayor and Council of the Borough of Ridgefield as described in Deed Book 5115, Page 194), Block 4014, said point being **S 82° 27' 35" W, 40.04 feet** from where said dividing line intersects the westerly line of Lot 19, Block 4014, a 150 foot wide Public Service Electric & Gas Company right-of-way, and from Beginning Point running thence;

1. **S 82° 27' 35" W, 255.21 feet** along the line dividing Lot 20 and Lot 21, Block 4014, to a point; thence
2. **N 07° 32' 25" W, 110.80 feet** continuing along same to a point; thence: through Lot 20, Block 4014, the following three (3) courses:
3. **N 82° 27' 35" E, 145.38 feet** to a point, thence
4. **S 69° 17' 44" E, 124.68 feet** to a point, thence
5. **S 07° 32' 25" E, 51.80 feet** to the **Point and Place of Beginning.**

**CONTAINING:** 25,037 square feet or 0.575 acres.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based on the aforesaid Exhibit and plan prepared by Maser Consulting, P.A. entitled, "Boundary Survey for Lot 20 & Lot 21, Block 4014, #1135 & 1145 Pleasant View Terrace, Borough of Ridgefield, Bergen County, New Jersey" dated February 28, 2020.

**6-26-2020**

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JEFFREY D. BUNCE, P.L.S.  
 NEW JERSEY PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. GS41045

DATE SIGNED

**EXHIBIT "B"**  
**PLAN OF EASEMENT**



BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 166-2021

WHEREAS, the Tax Assessor has been notified by the Department of Veteran Affairs that Anthony Gagliostro, residing at 526 Russell Avenue, also known as Block: 2902 Lot: 9, has been declared 100% totally disabled and has been approved for 100% tax exemption on his dwelling in accordance with N.J.S.A. 54:4-3.30 et seq.; L. 1948, c259 as amended. A payment of taxes in the Borough of Ridgefield was received for the first half of 2021 in the amount of \$3,566.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a refund in the amount of \$3,566.00 for the first half of 2021 be issued to Anthony Gagliostro and the Tax Collector is hereby authorized to cancel the balance of taxes for the second half of 2021.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$3,566.00 from account 01-1062 and made payable to Anthony Gagliostro and mailed to 526 Russell Avenue, Ridgefield, NJ 07657.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 167-2021

WHEREAS, Jasmine 585 LLC, having an office at 585 Oakdene Avenue, Ridgefield, New Jersey has received Planning Board approval to construct certain improvement at property commonly known as 585 Oakdene Avenue, Ridgefield, New Jersey and designated at Lot 7, Block 1902 on the tax map of the Borough of Ridgefield; and

WHEREAS, as a condition of that approval, Jasmine 585 LLC is to enter into a Developer's Agreement with the Borough; and

WHEREAS, the attorney for the Planning Board has approved such a Developer's Agreement; and

WHEREAS, the Borough Attorney has reviewed and approved said Developer's Agreement; and

WHEREAS, it is in the best interests of the Borough of Ridgefield that the Borough enter into the Developer's Agreement with Jasmine 585 LLC in the form as attached hereto;

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

1. The attached revised Developer's Agreement between the Borough of Ridgefield and Jasmine 585 LLC be and hereby is approved.

2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute same on behalf of the Borough.

Approved:

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

Attest:

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

**COUNCIL VOTE**

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

**DEVELOPER'S AGREEMENT**

THIS AGREEMENT, made this day of , 2021, 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

Jasmine 585 LLC  
585 Oakdene Avenue  
Ridgefield, New Jersey, 07657  
(hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner and developer of the below identified property and made application to the Planning Board of the Borough of Ridgefield, New Jersey, for a Floor Area Ratio variance pursuant to N.J.S.A. 40:55D-70(D)4 and variances for the lot size, lot width, building coverage, impervious coverage, number of stories, front yard, building height, basement height, front yard impervious coverage, proximity of retaining wall to dwelling and proximity of retaining wall to property line and site plan approval in order to demolish an existing dwelling and construct a single family dwelling on premises located at 585 Oakdene Avenue, Ridgefield, New Jersey and designated as Lot 7, Block 1902 on the tax assessment map of the Borough of Ridgefield (the "Property"); and

WHEREAS, the Planning Board of the Borough of Ridgefield on September 8, 2020 approved the application and plans of Jasmine 585 LLC for a Floor Area Ratio variance pursuant to N.J.S.A. 40:55D-70(D)4 and variances for the lot size, lot width, building coverage, impervious coverage, number of stories, front yard, building height, basement height, front yard impervious coverage, proximity of retaining wall to dwelling and proximity of retaining wall to property line and site plan approval in order to demolish an existing dwelling and construct a single family dwelling on

premises located at 585 Oakdene Avenue, Ridgefield, New Jersey and designated as Lot 7, Block 1902 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, as a result of said Approval Resolution adopted on September 8, 2020, 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 is annexed hereto as Exhibit "A" by reference, made a part hereof.

2. 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.

3. The Developer shall within a period of 24 months from the date of commencement of construction of the project, at its

sole cost and expense, complete all of the improvements as set forth on certain architectural plan prepared by Demetrios Kaltsis, Kaltsis Architecture LLC, dated September 9, 2019, last revised May 14, 2020 as Exhibit B (the "Site Plan"). 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, such time period may 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, 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 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, at its sole discretion, may extend the time period for construction.

4. 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.

5. 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 \$3,374.25 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 applicant 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.

6. 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.

7. 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.

8. 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 insurance policy shall carry General Liability limits for Bodily Injury and Property Damage of not less than Three Million (\$3,000,000.00) Dollars per person, Three Million (\$3,000,000.00) Dollars. Combined Single Limit or if written on a split limit basis, shall carry limits of Three Million (\$3,000,000.00) for Bodily Injury on an occurrence basis and Three Million (\$3,000,000.00) in the aggregate. Property Damage Liability shall be three Million (\$3,000,000.00). Said insurance contract shall provide for the liability of all sub-contractors and shall include a provision for Products/Completed Operations Liability with the same applicable limits. A Certificate of Insurance shall be issued to the Borough of Ridgefield and shall name the Borough of Ridgefield as additional insured. 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 review.

9. All performance and/or maintenance 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.

10. 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, 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.

11. 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 Plans 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 urgent 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 emergency continues and which approval may be renewed for a period of three days or less while the emergency 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.

14. 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.

19. 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.

15. Upon the execution of this Agreement and the posting of the cash deposits as aforesaid, a building 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.

16. 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.

17. 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.

23. 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 of demolition or 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 building 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.

24. 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.

25. 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.

26. 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.

27. Upon the completion of all of the work on site and prior to the issuance of a Certificate of Occupancy, the Developer shall fill and grade pursuant to the Site Plans referenced herein and to the reasonable satisfaction of the Borough Engineer, all excavations as exist on the site and which were created at any time whatsoever. In the event that the final fill and grade is not consistent with the Site Plans as reasonably determined by the Borough Engineer the Borough may turn to the funds deposited under the performance guarantee or letter of credit as set forth above

for the completion of the grading and filling of all such site excavation.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 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.

35. 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 35 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..

36. 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.

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

38. 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.

39. 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.

40. 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:

JASMINE 585 LLC

ATTEST:

BOROUGH OF RIDGEFIELD

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

\_\_\_\_\_  
Anthony Suarez, Mayor

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Kontolios

RESOLUTION NO. 168-2021

WHEREAS, the Borough of Ridgefield has an anticipated need for emergency medical services to serve the citizens of this community; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-4.1(f)* the Borough is authorized to use competitive contracting for the acquisition of emergency medical services; and

WHEREAS, pursuant to statutes regarding competitive contracting, the Borough published a solicitation for RFPs for the provision of emergency medical services by and within the Borough of Ridgefield; and

WHEREAS, the Borough received a response to the RFP by Care Plus Bergen, Inc., d/b/a Bergen New Bridge Medical Center and NJ Mobile Healthcare, LLC; and

WHEREAS, the Borough's RFP Review Committee has recommended the award of a contract to Care Plus Bergen, Inc., d/b/a Bergen New Bridge Medical Center and NJ Mobile Healthcare, LLC; and

WHEREAS, the Borough has negotiated the terms of the contract, the adoption of which is in the best interests of the Borough of Ridgefield;

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

1. The attached agreement for the provision of emergency medical services by Care Plus Bergen, Inc., d/b/a Bergen New Bridge Medical Center and NJ Mobile Healthcare, LLC be and hereby is approved.
2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the agreement on behalf of the Borough.
3. The agreement requires the Borough to make an annual payment to the providers in the amount of \$19,200 per annum. The Chief Financial Officer has certified the availability of funds for this purpose to be charged to Account No. 01-2010-25-2622-029.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Kontolios

RESOLUTION NO. 169-2021

WHEREAS, the Borough of Ridgefield is in need of Unified Communication Services;  
and

WHEREAS, the anticipated cost of such services is below the bid threshold; and

WHEREAS, quotes were solicited and received in February 2021 to provide Unified Communication Services for the period March 1, 2021 through February 29, 2024; and

WHEREAS, quote from New Era Technology of 11 Melanie Lane, Suite 9, East Hanover, NJ 07936 in the amount of \$9,580.32 a year or \$28,740.96 for the entirety of the agreement was lowest responsible quote complying with the terms and specifications on file and is hereby accepted; and

WHEREAS, funds in the amount of \$9,580.32 for the year 2021 are available in the 2021 Budget under the account Telecommunications 01-2010-31-4402-111;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council authorize the Agreement with New Era Technology for Unified Communication Services in a form attached hereto.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be and hereby are authorized to execute the Agreement with New Era Technology.

Approved:

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

Attest:

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

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

# Unified Communications as a Service Avaya Solution

## DATA SHEET

With New Era Technology's CloudBlu Unified Communications as a Service, built on Avaya collaboration infrastructure, you can migrate to the cloud at your own pace while taking advantage of a full suite of applications that integrate seamlessly with the rest of your business.

As technology evolves and systems change, it can seem nearly impossible to keep up. Managing system updates and changes has become a cumbersome task as staff focus on other strategic organizational priorities such as customer experience and security.

Offset these challenges by getting the communication and collaboration capabilities your business needs with New Era's Unified Communications as a Service. New Era's UC certified team can handle the administrative tasks associated with maintaining a robust UC system. Your organization will experience the benefits of complete mobility, meetings, team collaboration, and customer contact capabilities on the devices your people use every day, from desktops to smartphones to tablets.



### Switch to the Cloud

- Streamline your business
- Flexible cloud terms
- Consumption based licensing

## Benefits of UCaaS

### Operational vs Capital Expense

- No large upfront costs
- Ability to pay month-by-month
- Predictable pricing makes forecasting easier to migrate to the cloud

**Hybrid Resiliency and Reliability:** Maximize uptime with flexible fail-over options.

- Cloud to Cloud
- Premise to Cloud
- Cloud to Premise

**Investment Protection:** Reuse analog, digital or third-party devices such as handsets or paging systems.

- Or leverage pure IP if that works best for you

- Gain a resilient and reliable system in a completely operational expense model

**Automated System Management:** Focus on your strategic business driving projects.

- Hands-on installs, supports and manages the system

**Handles upgrade entitlements.**

**No support black holes.**

**One monthly cost.**

- Proactive system management and monitoring

**Centralized Management:** One intuitive interface.

- The administrator views all users on a single site or across 150 locations

## Benefits Continued

- Monitor potential issues that could affect system performance, including over-utilized trunk lines, voice ports, and bandwidth utilization

**Security:** Protect your business with built-in, always-on security.

- Seamless upgrades help maintain your system with the latest security patches to help prevent hacking

### **Built-in Applications:**

- Web Collaboration: document sharing, white boarding, full participant controls, and a common user interface
- Audio Conference Bridge
- Team Messaging and Presence
- Mobility Client
- Geo-Tracking
- Soft Phones
- Recording

### **Enhanced client and devices support:**

- Feature rich and consistent user experience across desktop (Windows and Mac) and mobile (Android and iOS) devices
- Optional integrated HD camera, wide-band audio, hands free speaker, cordless (Bluetooth) or wired handset and analog or Bluetooth connected headsets

### **Integration Capabilities:**

- Skype for Business
- Salesforce.com
- Strong DevConnect community
- Simple integration with third-party platforms

### **Integrated Contact Center Experience: Seamless customer engagement experience.**

- Start with simple recording, reporting, and call routing for your agents
- Grow engagement experience with customers
  - Voice
  - Chat
  - Fax

## Add-on Features

### **Immediate Real-time Notification of Emergency 911 Calls or Misuse**

- Receive notifications to your desktop computer, extension, email, SMS, team rooms or mobile app
- Exact location of the phone from which the call was made may be configured for every station and delivered to email
- Activity is logged and documented for future verification and analysis

### **Secure Cloud-based Management of Your Communication Ecosystem**

Remote host a variety of diagnostic management reports for your organization. Data is transmitted to a centralized host and processed on a secured server for immediate access anywhere, anytime.

- Full control of data collection, processing and real-time access to reports.
- 24/7 emergency pager support for critical issues.

## High Level Telephony / UC Features

	Telephony User Basic	Telephony Lite User Essential	UC User Power
Broad Endpoint Selection (IP, Digital, Analog, IP 3rd party, DECT/Wireless)	✓	✓	✓
Digital Endpoint	✓	✓	✓
Analog Endpoint	✓	✓	✓
Basic Telephony Features (make, receive, hold, transfer, voicemail, park/page)	✓	✓	✓
Secure Remote Worker	✓	✓	✓
Call Recording	✓	✓	✓
Ad-hoc Meet-Me conferencing	✓	✓	✓
Soft client; Standalone Equinox		✓	✓
Advanced Telephony Features (UMS, video calling, Instant Messaging and Presence, Shared Control, Simultaneous mode)			✓
Mobile Endpoints (Including VoIP)			✓
Scheduled audio conferencing			✓
Web Collaboration			✓
Web Application Integration (SFDC, Google, O365, web-page)			✓

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilwoman Larkin

RESOLUTION NO. 170-2021

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following personnel be hired as Pool employees for the 2021 pool season:

Last Name	First Name	Year	Salary
Acevedo	Valerie	1	\$11.10
Amaritei	Victor	1	\$11.10
Arcuri	Paolo	1	\$11.10
Caceros	Alexandra	3	\$11.25
Cancian	Christina	7	\$11.75
Cancian	Anthony	5	\$11.50
Castelli	Matthew	7	\$11.75
Castillo	Jesus	1	\$11.10
Cha	Ji Won	9	\$13.50
Cha	Jamie	5	\$11.50
Chang	Joshua	1	\$11.10
Diaz	Joshua	1	\$11.10
Dooley	Emma	3	\$11.25
Espinal	Joshua	1	\$11.10
Estrada	Yuliana	1	\$11.10
Fonseca	Juan	1	\$11.10
Forbes	Matthew	2	\$11.10
Garcia	Edwin	1	\$11.10
Garcia	Alan	1	\$11.10
Garcigia	Marcos	1	\$11.10
Garcigia	Jailyn	4	\$11.25
Garcigia	Gabriella	2	\$11.10
Garofalo	Lynne	4	\$11.25
Gibaldi	Deborah	1	\$11.10
Giro	Kai	3	\$11.25
Granados	Sofia	2	\$11.10
Haase	Gianna	3	\$11.25
Haase	Louis	6	\$11.50
Halter	Christopher	3	\$11.25
Han	Sarah	1	\$11.10
Hernandez	Eduardo	4	\$11.25
Hong	Sula Olivia	1	\$11.10
Huzovic	Josip	3	\$11.25

Huzovic	Ava	1	\$11.10
Jacobs-Byer	Maggie	2	\$11.10
Jehnoi Walcott	Amira	1	\$11.10
Kane	Chris	2	\$11.10
Kim	Eunice	3	\$11.25
Kim	Christina	1	\$11.10
Kirk	Michael	1	\$11.10
Kotchman	Nicole	1	\$11.10
Kowatch	Linda	5	\$12.25
Leleu	Antony	1	\$11.10
Madera	Aurora	3	\$11.25
Mahmutbegovic	Haris	5	\$11.50
Marroquin	Yonesiy	1	\$11.10
Martinez	Sofia	2	\$11.10
McDermott	Nicole X	4	\$11.25
Mert	Sayra	1	\$11.10
Montufar	Amanda	1	\$11.10
Nam	Philip	1	\$11.10
Nunez	Alexis	3	\$11.25
Osmanski	Grace	1	\$11.10
Pepeto	Nicole	1	\$11.10
Pfeiffer	Eva	2	\$11.10
Popp	Sophia	3	\$11.25
Reynoso	Sabrina	5	\$11.50
Rivera	Leo	1	\$11.10
Rodriguez	Mauricio	1	\$11.10
Rush	Emma	8	\$11.75
Rush	James	4	\$11.25
Russo	Victoria	1	\$11.25
Salomon	Camila	4	\$11.25
Samuelian	Lori	1	\$11.10
Santiago	Julian	4	\$11.25
Santiago	Sienna	1	\$11.10
Saric	Ocean	3	\$11.25
Shim	Priscilla	1	\$11.10
Skoblar	Izabella	4	\$11.25
Sorto	Ashley	3	\$11.25
Stark	Alexa	3	\$11.25
Suarez	Matthew	1	\$11.10
Tropea	Robert	1	\$11.10
Umana	Eliana	1	\$11.10
Van Buskirk	Patrick	4	\$11.25
Van Buskirk	John	9	\$13.50
Van Buskirk	Ryan	7	\$11.75
Vazquez	Christina	3	\$11.25
Wiss	Rita	32	\$15.75

Yakoubian	Narek	1	\$11.10
Catherina	Edward	Asst Man	\$8,750.00
Muccia	Linda	Asst. Man	\$15,975.00
Wunder	Sharon	Manager	\$8,000.00

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

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

---

Francis J. Elenio,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 24, 2021

Presented by Councilman Jimenez

RESOLUTION NO. 171-2021

BE IT RESOLVED, that warrants totaling **\$2,221,036.90**  
be drawn on the following accounts:

CURRENT	\$2,186,957.77
TRUST	\$4,081.06
CAPITAL	\$28,494.88
POOL	\$1,498.99
DOG LICENSE	\$4.20
<b>TOTAL</b>	<b>\$2,221,036.90</b>

COUNCIL VOTE

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

Approved:

Attest:

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

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