

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: June 8, 2009

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to Executive Session: C.T.O.: Adjourn:

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: 7:30 P.M. C.T.O.: Adjourn:

Pledge of Allegiance

Invocation: Reverend Janet Blair, Zion Lutheran Catholic Church

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-EXEC. SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Lonziserio, Todd, Vincentz, Severino, Castelli, Acosta.

ROLL CALL-PUBLIC SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Lonziserio, Todd, Vincentz, Severino, Castelli, Acosta.

As advertised, hearing will be held on Ordinance No. 2102 entitled, “AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 66 “OFFICERS AND EMPLOYEES”, ARTICLE IV “MUNICIPAL ADMINISTRATOR AND DEPUTY”, SECTION 66-14 “COMPENSATION,” SECTION 66-15 “DUTIES AND RESPONSIBILITIES,” AND SECTION 66-17 “QUALIFICATIONS”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2103 entitled, "AN ORDINANCE AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD PERTAINING TO RETAINING WALLS"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2104 entitled, "AN ORDINANCE AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD SETTING REGULATIONS REGARDING STEEP SLOPES"

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

	Motion:	Second:
224-2009	Councilman Vincentz	Appointment of Summer Playground Personnel
225-2009	Councilman Vincentz	Appointment of Swim Pool Personnel
226-2009	Councilman Vincentz	Authorize July 4 Ever Contract
227-2009	Councilman Severino	Authorize Designation of Bus Stop
228-2009	Councilman Severino	Authorize Emergency Professional Services for Borough Engineer Subconsultant AccuTech
229-2009	Councilman Vincentz	Transfer of Appropriations
230-2009	Councilman Vincentz	Redemption of Tax Title Lien #08-02
231-2009	Councilman Vincentz	Designate Authorized Depository for Escrow Funds
232-2009	Councilman Lonziserio	Support Participation in the Sustainable Jersey Municipal Certification Program
233-2009	Councilman Severino	Governing Body Representative-Open Space Trust Municipal Program Regional Committee
234-2009	Councilman Todd	Support New Jersey Legislative Bills S-2503 and A-2872
235-2009	Councilman Severino	Approve Department of Public Works Collective Bargaining Agreement

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

RESOLUTIONS:

236-2009 Councilman Lonzisero Override Mayor’s Veto of Ordinance No. 2097 and Ordinance No. 2098
237-2009 Councilman Vincentz Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCILMEN:

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,

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Mayor Anthony R. 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
Lonzifero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
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

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

ORDINANCE NO. 2102

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

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 66 “OFFICERS AND EMPLOYEES”, ARTICLE IV “MUNICIPAL ADMINISTRATOR AND DEPUTY”, SECTION 66-14 “COMPENSATION,” SECTION 66-15 “DUTIES AND RESPONSIBILITIES,” AND SECTION 66-17 “QUALIFICATIONS”

introduced on the 26th day of May, 2009 do now pass a final reading and be adopted, and that the Borough Clerk be and he 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
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 26, 2009

Presented by Councilman Severino

ORDINANCE NO. 2102

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 66 “OFFICERS AND EMPLOYEES”, ARTICLE IV “MUNICIPAL ADMINISTRATOR AND DEPUTY”, SECTION 66-14 “COMPENSATION,” SECTION 66-15 “DUTIES AND RESPONSIBILITIES,” AND SECTION 66-17 “QUALIFICATIONS”

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, being the governing body thereof, that Chapter 66 “Officers and Employees”, Article IV “Municipal Administrator and Deputy”, Section 66-14 “Compensation,” Section 66-15 “Duties and Responsibilities,” and Section 66-17 “Qualifications” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

§ 66-12 Positions created.

The office of Municipal Administrator and the position of Deputy Municipal Administrator are hereby created in and for the Borough of Ridgefield, and the employment of persons to fill such positions is hereby authorized.

§ 66-13 Appointment.

The Municipal Administrator shall be appointed by the Mayor with the advice and consent of the Borough Council or, when the Mayor shall fail or refuse to make such appointment, the Borough Council may make such appointment. In either instance, such appointment shall require the affirmative vote of at least three members of the Borough Council. The term of the appointment of the Municipal Administrator shall be fixed by the Mayor and Council.

§ 66-14 Compensation.

The Municipal Administrator shall receive such compensation shall be between \$50,000 and \$60,000 annually.

§ 66-15 Duties and responsibilities.

- A. The Municipal Administrator shall be chief administrative officer of the Borough, subject to the policies and directives of the governing body.
- B. In addition, the Municipal Administrator shall:
 - (1) Coordinate the administration of all departments, divisions and offices, together with the members of the governing body assigned as liaisons of said municipal departments.

- (2) Serve as the principal administrative officer representing the Mayor and Council.
- (3) Represent the Borough in its relation to the federal government, state, county and other municipalities and assert the Borough's interest in contracts, franchises and other business transactions.
- (4) Process detailed and routine matters within the framework of the policies established and announced by the Mayor and Council and delegated to the Administrator, the department heads and other appropriate officials and employees of the Borough.
- (5) Attend all meetings of the Borough Council, as required.
- (6) Act as liaison between the Borough Council and all boards and departments of Borough government and, in this capacity, expedite and follow to completion all matters referred to such boards and departments by the Mayor and Council.
- (7) Advise the Mayor and Council on all background material as an aid to the establishment of policy.
- (8) Receive and reply to inquiries concerning Borough business and provide information and assistance in respect thereto.
- (9) Devise and administer a system of referral and follow-up by operating departments of requests for information regarding municipal services from members of the public.
- (10) Review proposed contracts for the Borough and make recommendations regarding the same to the Mayor and Council.
- (11) Establish and maintain sound working, personnel and administrative rules, regulations and practices; vacation, holiday and sick leave and similar schedules; and appropriate records and reports, subject to such general policies as may be established from time to time by the Borough Council.
- (12) Develop and administer, in close cooperation with the Treasurer, a centralized system for the purchase of supplies, materials, equipment and contractual services (except professional services, those unique in nature and not subject to competition and those awarded by resolution of the Council) so as to combine, where possible, the requests and purchase the same in bulk quantities and so as to control the commitment of appropriations for distribution of such purchases.
- (13) Assist in the preparation of the budget by receiving from each department, office or board its annual requests for appropriation, transmitting the same with recommendations and comments, together with all pertinent inventories and explanatory data, to the Mayor and Council and also assisting the Mayor and Councilmen in preparing the municipal budget.
- (14) Perform such other duties as may be assigned by the governing body.
- (15) The position shall be part time and require 19 ½ hours per week.

§ 66-16 Effect of provisions.

Nothing herein contained shall diminish the powers and duties of the elective, appointive or other officials of the Borough of Ridgefield or of the boards and commissions thereof established pursuant to law.

§ 66-17 Qualifications.

- A. In establishing this position, it is the intention of the Mayor and Council that it be a professional position and that the individual appointed to this position be an experienced governmental executive having at least five years' experience as a Borough Clerk, Tax Collector, Chief Financial Officer, Registered Municipal Auditor, Borough Attorney or a supervisory capacity equivalent in the public sector.
- B. A bachelor's degree in public administration, political science or related degree or a master's degree in public administration may be substituted for two of the five years' experience requirement. A formalized training program is preferred in governmental administration. Such training can include CPM.

§ 66-18 Deputy Municipal Administrator.

The Deputy Municipal Administrator shall be appointed by the Mayor with the advice and consent of the Borough Council or, upon failure of the Mayor to do so, by the Borough Council. The Deputy Administrator shall receive such compensation as shall be fixed from time to time by the governing body. He shall have the duties, responsibilities and powers of the Administrator but shall function as an assistant to, and the second in command to, the Municipal Administrator, to operate under the direction of the Municipal Administrator, and to act in the place of the Municipal Administrator in the absence of the Municipal Administrator. The term of the appointment of the Deputy Municipal Administrator shall be at the pleasure of the Mayor and Council.

BE IT FURTHER ORDAINED, if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

ORDINANCE NO. 2103

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 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD PERTAINING TO RETAINING WALLS”

introduced on the 8th day of June, 2009, 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 22nd day of June, 2009 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and he 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
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

ORDINANCE NO. 2103

“AN ORDINANCE AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF
RIDGEFIELD PERTAINING TO RETAINING WALLS”

An ordinance amending the Borough Zoning Ordinance Chapter 390:

WHEREAS The Borough Planning Board has found that the zoning ordinance lacks any regulations regarding retaining walls;

WHEREAS the Borough Planning Board has made recommendation to the Council to pass an ordinance regarding retaining walls;

WHEREAS the Borough Council has considered that recommendation;

THEREFORE, BE IT ORDAINED, by the Borough Council for the Borough of Ridgefield, as follows:

§ _____. **Retaining Walls**

A. Definitions.

RETAINING WALL HEIGHT. The height of a wall shall be measured from the toe of the wall to the top of the wall.

TOP OF THE WALL shall mean the highest elevation of any part of the wall.

TOE OF THE WALL shall mean the intersection of the face of a wall and the adjacent ground at the base of the wall.

B. Locations Applicable to all Architectural and Retaining Walls.

1. No fence, architectural wall, landscape retaining wall, or structural retaining wall shall be erected within a public right-of-way.

2. No fence, architectural wall, landscape retaining wall, or structural

retaining wall shall be erected within a sight triangle easement.

C. Architectural Walls.

1. Maximum height.

(a) No architectural wall shall exceed a height of four (4) feet above ground level;

2. The use of barbed wire or wire on which barbs or points are strung is prohibited.

3. Any architectural wall facing on a street or property line shall have the front surface exposed to said street or property line.

D. Retaining Walls. Retaining walls shall be divided into two (2) categories:

1. Landscape Retaining Walls.

(a) Landscape retaining walls shall not be located closer to a property line than twice the height of the wall, provided that if the grade shall be raised, said wall shall be no closer than five (5) feet from the property line.

(b) Landscape retaining walls shall be constructed of durable or preservative treated wood, or other durable materials, and shall be designed to allow replacement of the wall at the end of its useful life.

2. Structural Retaining Walls.

(a) Construction of all structural retaining walls shall require a construction/zoning permit. For structural retaining wall projects otherwise not requiring lot grading plans per subsection 30-96.20, the zoning officer, upon review of the construction/zoning permit application, shall forward the permit and application to the Construction Official who, upon completion of his/her review thereof; has the authority to require that the applicant obtain a lot grading plan approval per the requirements of subsection 30-96.20.

(b) All structural retaining walls shall be designed by a licensed design professional engineer or architect with signed and sealed

plans submitted to the Borough Engineer for review and approval, if a lot grading plan is required, otherwise, if no lot grading plan is required, then same shall be submitted to the Construction Official for verification that the structural retaining wall was designed by the specified professional.

(c) The construction of all structural retaining walls shall be inspected by a licensed design professional engineer or architect, and a signed and sealed certification that the wall has been properly constructed shall be submitted to the Borough Engineer upon completion of the wall.

3. Height of retaining walls in any residential district.

(1) The maximum height of any retaining wall, section of retaining wall, or tier of a retaining wall shall be four (4) feet.

(2) Multiple, staggered or tiered walls shall be considered single walls unless there is a minimum horizontal distance between the top of any single section or tier and the base (toe) of the next higher section or tier is not less than one and one-half (1-1/2) times the height of the lower section or tier. If there are more than three (3) single sections or tiers, the minimum distance between the top of any single section or tier and the base (toe) of the next higher section or tier shall be not less than two (2) times the height of the lower section or tier.

4. Location of Structural Retaining Walls.

(1) No portion of a structural retaining wall shall be located within ten (10) feet of a dwelling structure, unless the structural retaining wall is an extension of a building foundation wall.

(2) No portion of a structural retaining wall shall be located within fifteen (15) feet of any above ground structure, such as a deck, unless the structural retaining wall is an extension of a building foundation wall.

(3) A structural retaining wall shall be located no closer to a property line than twice the height of the wall or wall segment closest to the property line, and the applicant must demonstrate that a failure of the structural retaining wall will not have an adverse impact on any adjoining property.

5. Design of Structural Retaining Walls.

1. The applicant shall demonstrate how all segments of the structural retaining wall, including any bench area located between two (2) tiered wall sections, shall be maintained.
2. The applicant shall demonstrate how the structural retaining wall will be replaced at the end of the wall's useful life,
3. The bench, or area between the top of one tier and the bottom (toe) of the next higher tier, shall be properly graded to facilitate drainage.
4. No landscaping shall be installed in the vicinity of any structural retaining wall with a root system of such magnitude to exert lateral pressure, or otherwise cause damage to the wall assembly.

- E. **Invalid Provisions.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.
- F. **Effective Date.** This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.
- G. **Repealer.** All Ordinances of the Borough of Ridgefield that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

ORDINANCE NO. 2104

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 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD SETTING REGULATIONS REGARDING STEEP SLOPES”

introduced on the 8th day of June, 2009, 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 22nd day of June, 2009 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and he 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
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

ORDINANCE NO. 2104

“AN ORDINANCE AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF
RIDGEFIELD SETTING REGULATIONS REGARDING STEEP SLOPES”

An ordinance amending the Borough Zoning Ordinance Chapter 390:

WHEREAS The Borough Planning Board has found that the zoning ordinance lacks any regulations regarding steep slope disturbance;

WHEREAS the Borough Planning Board has made recommendation to the Council to pass an ordinance regarding steep slopes;

WHEREAS the Borough Council has considered that recommendation;

THEREFORE, BE IT ORDAINED, by the Borough Council for the Borough of Ridgefield, as follows:

§ ____ . REGULATIONS FOR DEVELOPMENT WITHIN STEEP SLOPE AREAS

§ ____ . Purpose.

The purpose of this section is to provide for reasonable control of development within the steep slope areas of the Borough in order to minimize the adverse impact caused by the development of such areas. This includes, but is not limited to, erosion, siltation, flooding, surface water runoff, and pollution of potable water supplies from point and nonpoint sources.

The removal of vegetation, disturbance of the soil and the construction of buildings and structures in steep slope areas of the Borough may increase surface water runoff, soil erosion and siltation with the resultant pollution of streams, as well as the potential danger of flooding and water drainage, thereby having the potential of endangering public and private property and the public welfare.

The public interest justifies the regulation of property with steep slopes, for the protection of persons and the property of its inhabitants and for the preservation of the public health, safety and general welfare.

§ _____. Applicability.

- A. Applicants for site plan or subdivision approval shall submit all information required under this section to the appropriate reviewing authority which shall not approve the application unless the approval requirements of this section are met.
- B. Applicants for construction permits including the construction of buildings, walls, driveways or other structures or the clearing of land shall submit an application with the information required in this section, to the Construction Official, where development is proposed in any steep slope area to insure that the proposed development of the lot will respect the natural features of the tract and minimize adverse impacts associated with such clearing and/or construction. This information shall be referred to the Borough Engineer.
- C. Applicants for subdivision or site plan review shall submit information required in this section so the approving authority can render a decision concerning the land's suitability to accommodate the proposed project without negatively impacting the community health or welfare. The Board shall use this information to evaluate the appropriateness of the project.

§ _____. Steep Slope Regulations.

- A. All applications for subdivision or site plan approval or for permit for construction, grading or clearing of any lot shall be evaluated by the applicant for the presence of steep slopes as defined herein. Each proposed or existing lot shall be evaluated to determine the presence of steep slopes within the following categories, along with the following limitations on disturbance:

Steep Slope Category	Allowable Amount of Disturbance
0 - 9.99%	100%
10 – 14.99%	40%
15 – 19.99%	15%
20 - 24.99%	10%
25% +	0%

- B. Disturbance within the allowed Maximum Disturbance limits as set forth in Section _____ may only be permitted where it can be shown to the satisfaction of the applicable board or Planning Department that

- C. Proposed excavation, removal, depositing or disturbance of soil shall be for purposes consistent with the intention of this Section and shall be executed in a manner that will not cause excessive erosion or other unstable conditions
- D. Provision shall be made for the proper disposition of surface water runoff so that it will not create unstable conditions. Appropriate storm drainage facilities shall be constructed as deemed necessary and adequate protective measures shall be provided for downstream properties.
- E. Provision shall be made for any structures or protective measures that may be required for the protection of the public safety including but not limited to retaining walls, headwalls and fences. See Ordinance ____ for regulations for retaining walls.
- F. Proper facilities have been or will be provided for a safe water supply and for the disposal of sanitary sewage as approved by the Ridgefield Borough Board of Health.
- G. Areas of disturbance shall comply with Ordinance #1679, Tree Removal and Protection.
- H. Proposed finished grades shall not exceed 3.1.

§ ____ . Steep Slope Disturbance Required Documentation.

Where application for a building permit is being made in conjunction with this Chapter, the following shall be required:

- A. A legibly drawn plan, at a scale no smaller than one inch equals fifty feet (1" = 50') and no larger than one inch equals ten feet (1" = 10') shall be submitted by a New Jersey licensed engineer, land surveyor or architect which provides sufficient on-site detail to evaluate the proposed development.
- B. The Steep Slope Disturbance Plan shall contain, at a minimum, the following items:
 - 1. Existing and proposed topographic information using two foot (2) contour intervals for all steep slopes as defined and categorized above and within all areas contemplated for clearing and/or construction as described above.
 - 2. Existing and proposed drainage patterns within one hundred feet (100') of the proposed lot under development
 - 3. Details concerning architectural design and how the proposed construction will relate to, complement and minimize adverse impacts upon the existing natural features of the lot.

4. Location of trees in excess of eight inches (8') in diameter.
5. Soil types contained on the lot with specific reference to highly erodible soils as defined by the United States Department of Agriculture Soil Conservation Service.
6. All driveway locations, paved areas and details.

§____. Steep slope disturbance application procedures.

- A. Prior to the issuance of a construction permit for any structure or the disturbance of any soil or vegetation within any steep slope area as herein defined, an applicant for building permit shall submit a steep slope disturbance application to the Planning Department for its review and approval.
- B. Applicants for site plan or subdivision approval involving the disturbance of steep slopes shall submit information regarding steep slope conditions to the appropriate reviewing authority as part of the required submission which shall be examined within the appropriate site plan or subdivision review context.

§____. Variance required.

Disturbance of steep slope areas in amounts greater than indicated in Subsection ____ 'Limit of Disturbance' shall require a variance.

§____. Invalid Provisions.

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

§____. Effective Date.

This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

§____. Repealer.

All Ordinances of the Borough of Ridgefield that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 224-2009

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following be hired as 2009 Summer Playground Personnel:

Addeo, Stephanie	\$ 8.25	Pazos, Daniel	\$ 8.25
Barroso, Mark	\$ 8.25	Penabad, Nicole	\$ 7.25
Becker, Erika	\$ 8.15	Popp, Caroline	\$ 8.15
Beretin, Diana	\$ 7.25	Popp, Julianne	\$ 7.25
Brady, Michelle	\$ 7.65	Reich, Lizzie	\$ 7.65
Cahill, Melissa	\$ 8.15	Roldan, Julia	\$ 8.25
Cavigliano, Michael	\$ 7.25	Roos, Gwen	\$ 7.75
Chartoff, Andrew	\$ 7.25	Ruts, P.J.	\$ 7.25
Clarke, Devin	\$ 8.35	Salcito, Suzanne	\$ 8.25
Clough, Chelsea	\$ 7.25	Schultz, Chris	\$ 7.25
Clough, Jessica	\$ 7.25	Skelley, Kyle	\$ 8.15
DeEsposito, Christian	\$ 7.25	Skelley, Ryan	\$ 8.15
Demaio, Angela	\$ 7.25	Tarantino, James	\$ 7.65
DeMott, Justin	\$ 8.15	Thompson, Ryan	\$ 7.65
Dicicca, Katarina	\$ 7.65	Valente, Eddie	\$ 7.25
Durante, Joe	\$ 7.25	Valente, Sergio	\$ 7.25
Estrella, Brandon	\$ 7.25	Velardo, Jessica	\$ 8.15
Farra, Jared	\$ 7.65	Xie, Max	\$ 7.25
Forbes, Christopher	\$ 8.25	Zakrzewski, Kayla	\$ 8.15
Garcia, Steven	\$ 8.15	Zubi, Malik	\$ 7.25
Garcia-Doty, Ian	\$ 7.25	Brogna, Jason	\$ 8.15
Goldman, Matthew	\$ 8.25	Cumella, Sal	\$ 7.65
Hall, Mike	\$ 7.25	Miranda, Victor	\$ 7.25
Havatian, Christohper	\$ 8.15	Mulroy, Shauna	\$ 7.65
Hoffman, Gina	\$ 7.65	Olson, Keith	\$ 8.15
Jimenez, Sara	\$ 8.15	Park, Chris	\$ 7.25
Kowatch, Kelly	\$ 8.25	Parker, Cara	\$ 8.15
Larkin, Michael	\$ 7.25	Pascali, John	\$ 8.25
Lavelle, Brianne	\$ 9.50		

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 225-2009

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following be hired as Pool employees for the 2009 swim pool season:

Substitute Lifeguards

Sarven Orak \$7.50/hr
KoKo Karajelian \$7.50/hr
Anthony Harta \$7.50/hr
Adam Boncic \$7.50/hr
Carlos Lara \$7.50/hr
Taylor Woegens \$7.50/hr
Maggie Catherina \$7.50/hr
Christian Valdes \$7.50/hr
Malanie Kiskanyan \$7.50/hr

Gate Guards

Patrick Gibaldi \$8.15/hr
Kevin Koehler \$7.50/hr

WSI (water safety instructor) Certified Lifeguards

Daniel Skobalr \$9.00/hr
Sabina Konrad \$9.00/hr
Sabina Componogara \$9.00/hr
Kyle Vermeal \$9.25/hr

Pool Custodian

Michael Issa \$7.50/hr

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 226-2009

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the contract between July 4 Ever and the Borough of Ridgefield in the amount of \$12,000.00 for the Independence Day festivities be approved; and

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk are hereby authorized and directed to execute said agreement, subject to certification of availability of funds.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

JULY 4 EVER
CUSTOM FIREWORKS DISPLAY & SUPPLY
TEL: 845-564-0184 FAX: 845-566-3715

For: Ridgefield, NJ

PROPOSAL
2009 DESCRIPTION OF DISPLAY SHOW
\$12,000.00

Opening :

- 60 3" Flash and Titanium Salute Finale Chains W/Tail
- 60 3" Finale Chains: Fancy Star Shells, Assorted Peonies, Color To Crackling or Flashing, Coconut, Brocade Crown w/Strobe Pistil, Golden Kamuro...All W/Tail
- 60 4" Finale Chains: Assorted Extra Fancy Star Shells, Assorted Two Color Changing Peonies, Color Changing to Glittering or Crackling, Color Diadem, Silver Crown w/Red Stars, Diadem Chrys. W/Coconut Tree Core...All W/Tail
- 1,200 2 x 600 Multiple Repeater

Body of Show :

- 750 5 x 150 Shot Purple To Crackling Crossette & Green Glittering
- 750 5 x 150 Big Eight W/Tail
- 900 3 x 300 Golden Tail Blossom
- 100 2 x 50 Shot Palm & Crackling W/Tail
- 344 3" Fancy Peanut Display Shells, Mines, Crackling Star Shells, Assorted Peonies, Diadem Chrys. W/Reports, Color To Crackling & Flashing, Willow To Crackling, Coconut & Brocade & Special Effect Shells W/Tail
- 200 4" Assorted Extra Fancy Crackling Star Shells, Assorted Two and Three Color Changing Chrys. And Peonies W/Pistil, Strobe Shells, Ring Shells, Gold and Silver Palm Trees, Glittering To Crackling, Asst. Color Brocade, Willow & Special Effect Shells W/Tail or Ti. Salute Mine.
- 1 American Flag

JULY 4 EVER
CUSTOM FIREWORKS DISPLAY & SUPPLY
TEL: 888-434-7396 FAX: 718-370-1252

For: Ridgefield, NJ

PROPOSAL
2009 DESCRIPTION OF PACKAGE SHOW
\$12,000.00

Grand Finale :

- 240 2.5" Assorted Colors All W/Tails
- 300 300 Shot Blue to Red Crackling
- 25 3" 25 Shot Red\ White\ Blue tail to Salute
- 220 3" Flash and Titanium Salute Finale Chains W/Tail
- 260 3" Finale Chains: Fancy Star Shells, Assorted Peonies, Color To Crackling or Flashing, Coconut, Brocade Crown w/Strobe Pistil, Golden Kamuro...All w/Tail
- 140 4" Finale Chains: Assorted Extra Fancy Star Shells, Assorted Two Color Changing Peonies, Color Changing to Glittering or Crackling, Color Diadem, Silver Crown w/Red Stars, Diadem Chrys. W/Coconut Tree Core...All w/Tail

J U L Y 4 E V E R
CUSTOM FIREWORKS DISPLAY & SUPPLY
TEL (845) 564-0184 FAX (845) 566-3715

CONTRACT FOR FIREWORKS DISPLAY

Sponsors: Ridgefield, Parks & Recreation Department

Location: Ridgefield, NJ

Time: Between 9:15pm or TBD

Duration: 20-25 Minutes

Show Price: \$12,000.00

Date: July 3rd, 2008 Rain Date TBD

Remarks:

We the undersigned, being interested in a Fireworks Display for: _____
Agree to pay a price of: \$_____ for the display agreed upon, which will be furnished
by July 4 Ever

The undersigned, (Buyer) intending to be legally bound, agree as follows

- 1) Sponsor to make a deposit of 0% upon acceptance of bid and balance to be paid on the date of display. Contract is binding for sixty days from deadline set forth in proposals.
- 2) If the event is on land, sponsor will furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until JULY 4 EVER, advises that it is no longer necessary.
- 3) If the event is over water, JULY 4 EVER ., will be responsible for Maritime permit and control of safety zone
- 4) JULY 4 EVER reserves the right to terminate the display in the event persons, vehicles or animals enters the secured safety zone and security is unable or unwilling to remove them and enforce safety regulations

CONTRACT FOR FIREWORKS DISPLAY
(CONTINUE)

5) JULY 4 EVER will furnish all applicable license; permits and \$5,000,000 liability insurance, Aggregate and Workman's Compensation insurance and provide pyrotechnicians and equipment for the display.

6) Hold harmless JULY 4 EVER , Inc. from any claims that do not directly relate to damages produced by pyrotechnic materials supplied by JULY 4 EVER

7) If winds exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsors and JULY 4 EVER , Inc.

8) Rain date policy is as follows: Postponement time is 11:30 am day of display.

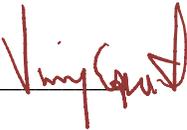
9) Charges incurred for the barge, if display is cancelled, is responsibility of sponsor.

JULY 4 EVER , Inc. upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner,

Accepted on behalf of:

Name: _____

Date: _____

Name: July 4 Ever  _____

Date: _____

J U L Y 4 E V E R
CUSTOM FIREWORKS DISPLAY & SUPPLY
TEL: (888) 434-7396 FAX: (845) 566-3715

INSURANCE ACKNOWLEDGEMENT

PLEASE READ THIS PAGE ENTIRELY BEFORE SIGNING

The acknowledgement is to make the undersigned (buyer) aware that there is \$2,500.00 Deductible on any claims while being listed as an additional insured on JULY 4 EVER insurance policy

The undersigned, being the buyer, understands and acknowledges that they are solely responsible for the payment of any and all insurance deductibles that arise from the fireworks display they have conducted while using JULY 4 EVER insurance.

The undersigned specifically agrees that the buyer will not sue the seller or any agent of the seller for any claims that may arise from the use, storage, transportation, or resale of the seller's products

Upon receipt of this acknowledgement, please sign now immediately and return to JULY 4 EVER. An original acknowledgment must be sent to JULY 4 EVER, Inc, by U. S. mail prior to display or all certificates of insurance will be cancelled.

Accepted by: _____

Date: _____

JULY 4 EVER FIREWORKS
382 ROCK CUT RD
WALDEN, NY 12586
TEL: 845-564-0184 OR FAX: 845-566-3715

DIAGRAM AND FIRING SITE INFORMATION

At July 4 Ever safety is our utmost concern, and in order to provide that it is important that you supply us with an accurate diagram & map of the display area. This will allow us review and see where the spectators, parking, and building areas will be in relation to the purposed firing site.

Below is a checklist that will assist you in completing the necessary information. If the item list does not apply do not leave the space blank, please put "N/A" this will help if the omission was an oversight or if it really applies.

When completing the next section, please use distance in feet from the firing site to the following areas.

1. Spectators, Audience, Viewing Area _____ Feet
2. Parking Areas _____ Feet
3. Occupied Buildings _____ Feet
4. Public Buildings _____ Feet
5. Explosives, Toxics, Gasoline Pumps, Etc _____ Feet
6. Temporary Event Set-ups (Tents, Rides, Etc) _____ Feet
7. Highways, Streets, Roads _____ Feet
8. Obstructions Overhead (Powerlines, Lights, Trees, Etc) _____ Feet
9. Active Railroads _____ Feet

I have completed the above information to the best of my knowledge

Name and Title

Signature

Date

July 4 Ever
382 Rock Cut Rd, Walden, NY 12586
Tel: 845-564-0184 Fax: 845-566-3715

Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

CUSTOMER INFORMATION

NAME: _____

ADDRESS: _____

FIRING SITE INFORMATION

LOCATION: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

CONTACT PERSON

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

SHOW INFORMATION

DATE: _____

RAIN DATE: _____

TIME: _____

STORAGE SITE INFO

LOCATION: _____

ADDRESS: _____

SECURITY YES OR NO (CIRCLE ONE)

ALTERNATE CONTACT

NAME: _____

ADDRESS: _____

PHONE: _____

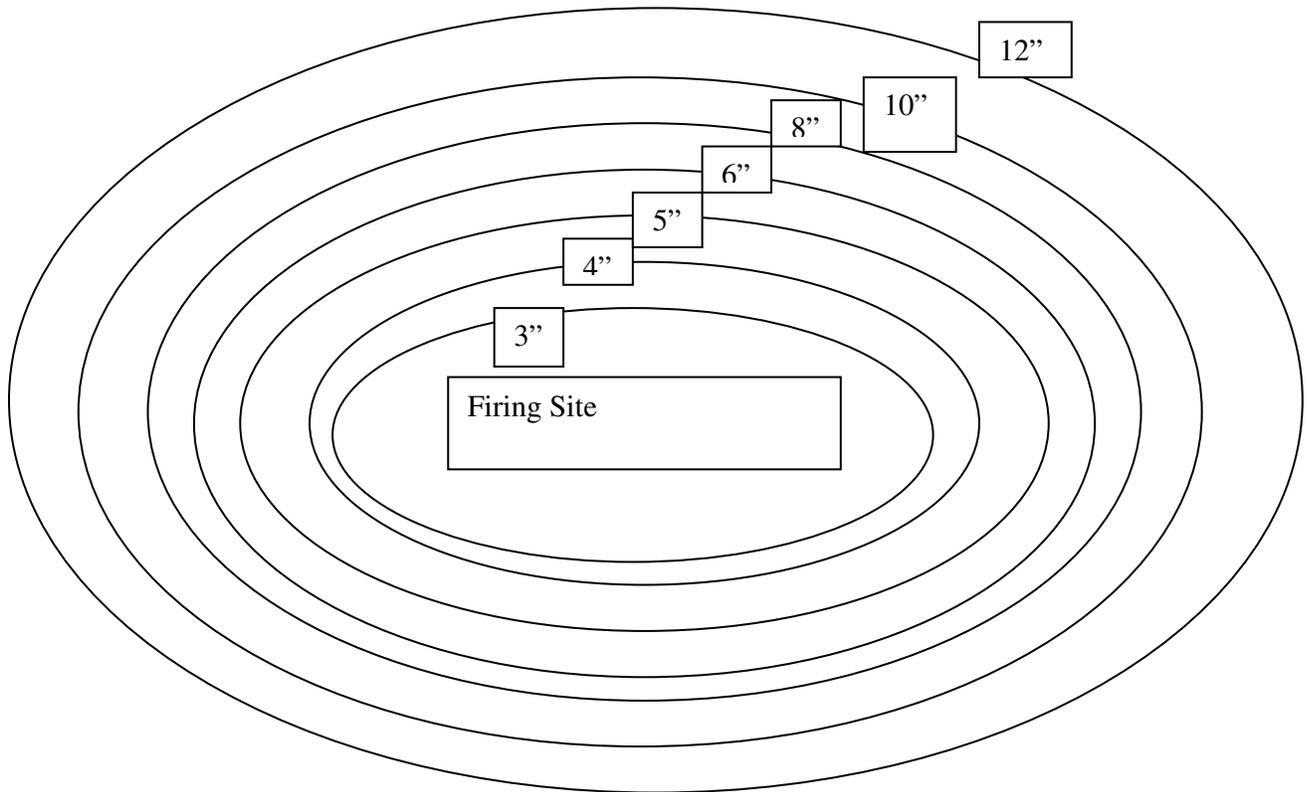
FAX: _____

CELL: _____

E-MAIL: _____

E-MAIL: _____

DISPLAY SITE SELECTION



Each circle represents a shell size. (3" thru 12") For every inch of shell it expands out 70 feet. These are the minimum distance spectators, buildings, vehicles, roadways and or anything else vital must be away from the firing site.

3"= 210 feet

4"= 280 feet

5"= 350 feet

6"= 420 feet

8"= 560 feet

10"= 700 feet

12"= 840 feet

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

RESOLUTION NO. 227-2009

WHEREAS, New Jersey Transit has proposed bus stop located on Rt. 1&9; and

WHEREAS, the Borough of Ridgefield stop be made official; and

WHEREAS, the New Jersey Department of Transportation requires a Resolution of Concurrence in order to promulgate the required Traffic Regulation Order designating the bus stop; and

WHEREAS, the Mayor and Council has reviewed the request and recommends the establishment of a bus stop on Rt. 1&9;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield, Bergen County, New Jersey, that the Mayor and Council concur with the New Jersey Department of Transportation's recommendation to establish a bus stop along Rt. 1&9 as follows:

Along State Highway Route 1&9 (Broad Avenue), northbound on the easterly side thereof at:

- a. Edgewater Avenue – (Far Side)
Beginning at the northerly curblineline of Edgewater Avenue and extending 150 feet northerly therefrom.

That the Mayor and Council of the Borough of Ridgefield will reinforce the Traffic Regulation Order governing the aforementioned bus stop location and provide the necessary police security to ensure the safety of the traveling public; and

BE IT FURTHER RESOLVED that this resolution shall take effect upon approval of the Commissioner of Transportation as provided by law.

Approved:

Anthony R. Suarez, Mayor

Attest:

Martin A. Gobbo, Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

RESOLUTION NO. 228-2009

WHEREAS, the Borough of Ridgefield requires professional services in connection with a New Jersey Department of Environmental Protection (“DEP”) Notice of Violation (“NOV”) for the Department of Public Works (“DPW”) underground storage tank leak for the installation of up to three (3) additional permanent wells, disposal of drill cuttings, performance additional groundwater sampling, and preparation of Remedial Investigation Report, Remedial Investigation Workplan, or Remedial Action Workplan (“the Project”);

WHEREAS, the Borough Engineer hired a subconsultant AccuTech Environmental Services to evaluate the deficiencies raised by the DEP at the Project site; and

WHEREAS, the DEP has informed the Borough that these deficiencies must be corrected or the Borough will face continuing violations; and

WHEREAS, the Borough must have this work performed immediately on an emergency basis; and

WHEREAS, the total cost for the work is estimated at \$36,540.00; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Borough is hereby authorizing AccuTech Environmental Services to perform the work associated with the Project to cure whatever deficiencies noticed by the DEP in an amount not to exceed \$36,540.00 for the entirety of the Project.

BE IT FURTHER RESOLVED that the Borough Chief Financial Officer has confirmed the availability of such funds for the award of the Contract.

Approved:

Anthony R. Suarez, Mayor

Attest:

Martin A. Gobbo, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 229-2009

WHEREAS, N.J.S.A. 40A:4-58 allows the transfer of budget appropriations during the last 2 months of the fiscal year; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield are desirous of executing such transfers:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer is herewith directed to execute the following 2008/2009 budget appropriation transfers:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
General Administration		
Salaries & Wages	\$ 5,000	
Municipal Clerk		
Salaries & Wages	8,000	
Financial Administration		
Salaries & Wages	11,000	
Dispatching		
Salaries & Wages	3,500	
Collection of Taxes		
Salaries & Wages	5,800	
Sanitation		
Salaries & Wages	32,000	
Mayor and Council		
Salaries & Wages	2,000	
Assessment of Taxes		
Salaries & Wages	1,000	
Municipal Court		
Salaries & Wages	2,500	
Social Security Levy	30,000	
First Aid Clothing Allowance	12,000	
Fire Department O/E	15,000	
Municipal Clerk		
Other Expenses		\$ 8,000
Engineering Services		35,000
Department of Public Works		

Other Expenses	20,000
Sanitation	
Other Expenses	12,000
Fire Dep't Clothing Allowance	25,000
Maintenance of Vehicles: Fire	15,000
Fire Prevention	
Salaries & Wages	6,000
Collection of Taxes	
Other Expenses	6,800
	<u>\$127,800</u>
	<u>\$127,800</u>

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 230-2009

WHEREAS, HomeEq Servicing has deposited a check in the amount of \$36,563.95 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 08-02, Block 802 Lot 7, further known as 669 Slocum Avenue, sold to Robert Rothman, 411 Grand Avenue, Englewood, New Jersey 07631;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$36,563.95 for the redemption of said Tax Title Lien;

BE IT FURTHER RESOLVED that the check in the amount of \$36,563.95 be drawn on the Borough of Ridgefield Suspense Account and be made payable to Robert Rothman and mailed to 411 Grand Avenue, Englewood New Jersey 07631.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 231-2009

WHEREAS, Local Fiscal Affairs Law, N.J.S.A. 40A:5-14, requires that each municipality designate authorized depositories for the local units' monies; and

WHEREAS, the Corrective Action Plan for Fiscal Year 2007/08 contained a comment that the Borough was not in compliance with Local finance Notices CFO-95-7 and CFO-97-2 regarding escrow deposit accounting and reporting; and

WHEREAS, Bank of America provides a service that will bring the Borough into corrective action with the audit comment and provide a better cash management system for developer escrow accounting and reporting:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that Bank of America is and hereby designated as an authorized depository for escrow funds of the Borough.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Lonzisero

RESOLUTION NO. 232-2009

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Ridgefield strives to save tax dollars, assure clean land, air and water, improve working and living environments as steps to building a sustainable community that will thrive well into the new century; and

WHEREAS, the Borough of Ridgefield hereby acknowledges that the residents of Ridgefield desire a stable, sustainable future for themselves and future generations; and

WHEREAS, the Borough of Ridgefield wishes to support a model of government which benefits our residents now and far into the future by exploring and adopting sustainable, economically-sound, local government practices; and

WHEREAS, by endorsing a sustainable path the Borough of Ridgefield is pledging to educate itself and community members further about sustainable activities and to develop initiatives supporting sustainable local government practices; and

WHEREAS, as elected representatives of the Borough of Ridgefield, we have a significant responsibility to provide leadership which will seek community bases sustainable solutions to strengthen our community;

NOW, THEREFORE, BE IT RESOLVED that to focus attention and effort within the Borough of Ridgefield on matters of sustainability, the Mayor and Council wishes to pursue local initiatives and actions that will lead to Sustainable Jersey Municipal Certification;

BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Ridgefield that we do hereby authorize the (Deputy) Borough Administrator or designated appointee to serve as the Borough of Ridgefield's agent for the Sustainable Jersey Municipal Certification process and authorize her to complete the Municipal Registration on behalf of the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

RESOLUTION NO. 233-2009

WHEREAS, the Borough of Ridgefield has entered into a Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act NJSA 40A:8A-1 et seq. to participate in the Bergen County Open Space, Recreation, Farmland and Historic Preservation Trust Fund; and

WHEREAS, said Agreement requires that one municipal representative be appointed by the Governing Body of the community to be part of the Open Space Trust Municipal Park Improvement and Land Acquisition Program Regional Committee for the term of one year coinciding with the fiscal year July 1, 2009 through June 30, 2010;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body hereby appoints Warren Vincentz as its representative to participate on the Open Space Trust Municipal Program Regional Committee.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Todd

RESOLUTION NO. 234-2009

WHEREAS, the Borough Council of the Borough of Ridgefield finds and declares that trees are an important part of New Jersey's environment; and

WHEREAS, the Borough Council recognizes the importance of safe and proper tree care practices for consumer protection, worker safety and the public welfare; and

WHEREAS, it is appropriate for tree care to be conducted by qualified, licensed and insured tree care experts to prevent injuries and damage to life and property; and

WHEREAS, Senate Bill No. 2503 and Assembly Bill No. 2872 are acts concerning the licensure of tree experts and tree care operators and the registration of certain employers, supplementing Title 45 of the Revised Statutes, and repealing P.L. 1940, c.100 and sections 7 and 8 of P.L. 1996, c.20 by (1) providing a new licensing scheme for tree providers, the titles of "Licensed Tree Expert" and "Licensed Tree Care Operator"; (2) re-establishing a "Board of Tree Experts" in the DEP with increased membership from 3 to 9 members; (3) establishing minimum qualifications to take the examinations and identifying specific tree services that each title can perform; (4) requiring that tree care employers are registered and carry minimum levels of liability and workers compensation insurances; (5) requiring minimum continuing education units be earned prior to reissuance of the license; (6) establishing penalties for violating certain portions of the act;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Ridgefield supports the passage of the New Jersey Legislative Bills S-2503 and A-2872.

Approved:

Anthony R. Suarez, Mayor

Attest:

Martin A. Gobbo,
Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Severino

RESOLUTION NO. 235-2009

WHEREAS, the Department of Public Works, has been certified as the Collective Bargaining agent for the Borough of Ridgefield; and

WHEREAS, a Collective Bargaining Agreement has been negotiated, which agreement requires the approval of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, that the Governing Body hereby approves the Collective Bargaining Agreement.

BE IT FURTHER RESOLVED, that Mayor and Township Clerk are hereby authorized to execute an agreement with the Department of Public Works in accordance with the terms of the attached Agreement.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF RIDGEFIELD

AND

THE EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS

EFFECTIVE JANUARY 1, 2009 THROUGH DECEMBER 31, 2013

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PREAMBLE

THIS AGREEMENT executed this ____ day of _____ 2009, by and between the **BOROUGH OF RIDGEFIELD** (hereinafter called the "**BOROUGH**"), by and through its Mayor and Council, and the Employees of the **DEPARTMENT OF PUBLIC WORKS** of the Borough of Ridgefield (hereinafter called the "**DEPARTMENT**").

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I

RECOGNITION

The BOROUGH recognizes the DEPARTMENT OF PUBLIC WORKS EMPLOYEES ASSOCIATION as the exclusive collective negotiating agent for all permanent full-time employees employed within the DEPARTMENT but excluding the Superintendent of Public Works (hereinafter called "SUPERINTENDENT") and all supervisory personnel as shall be determined by the BOROUGH. The parties further agree that this agreement shall cover employees in both the Sanitation Division and Public Works Division of the DEPARTMENT notwithstanding that there were previously separate collective bargaining agreements for each category.

ARTICLE II

TERM OF AGREEMENT

This Agreement is effective as of January 1, 2009, and shall end on December 31, 2013. The provisions of this Agreement shall remain in full force and effect during that period unless amended in writing by the mutual consent of the parties hereto.

ARTICLE III

EMPLOYEE CATEGORIES

1 There are hereby established the following categories of employees within the DEPARTMENT exclusive of Supervisory personnel:

a. **Heavy Equipment Operator** – a person who is qualified and certified by the SUPERINTENDENT to operate heavy equipment.

b. **General Labor**– a person employed by the DEPARTMENT who is qualified and certified by the SUPERINTENDENT to operate general equipment.

c. **Special Skills Person** – any person employed by the DEPARTMENT who has training in those specialized skills such as plumber, electrician, mechanic, etc.

d. **Custodian** – any person employed by the DEPARTMENT who is not qualified nor certified by the SUPERINTENDENT to be qualified to operate heavy equipment, nor certified as a special skill, nor a Sanitation Lifter or Sanitation Driver.

e. **Sanitation Lifter** – any person employed by the DEPARTMENT who regularly performs the work of collecting garbage, trash, recycling and other waste products and depositing same into BOROUGH vehicles.

f. **Sanitation Driver** – any person who has a CDL license and is otherwise qualified to operate a sanitation vehicle, and who regularly performs the function of driving that vehicle during the collection of trash, garbage, recycling and other products.

g. **Sanitation Lifter/Driver** – any person employed by the DEPARTMENT who regularly performs the work of collecting garbage, trash, recycling and other waste products and depositing same into BOROUGH vehicles, but who has a CDL and is otherwise qualified to drive a sanitation vehicle when required.

2. Any employee who applies for transfer to another category must be recommended and approved by the SUPERINTENDENT of the DEPARTMENT for transfer to such new category and must train in the new category for a period of not less than six (6) months from the time of the employee's transfer at the wage received in the employee's category prior to the time of transfer. At the expiration of the six (6) months, the SUPERINTENDENT must submit to the DEPARTMENT Committee a recommendation for final approval and transfer to the new category. Upon approval of the DEPARTMENT Committee and the Mayor and Council of the final transfer to the new category, that employee will then receive the starting wage in that category and all increases thereafter would be determined by the anniversary date of the approval of the DEPARTMENT Committee of the final transfer.

3. All employees, regardless of position and/or classification, shall perform any duty within the normal operation of the DEPARTMENT as directed by the SUPERINTENDENT and/or his supervisory personnel with the exception that as to mechanical work normally performed by the mechanic, an employee who is not a mechanic may only be an assistant to the mechanic. It is agreed and stipulated that the classification of any employee shall not preclude

that employee from doing work normally assigned to other classifications as directed by the SUPERINTENDENT and/or his supervisory personnel except in the field of mechanics as set forth above.

4. In those instances where the DEPARTMENT intends to hire in the category of laborer, first consideration shall be given to sanitation assigned workers based on seniority.

ARTICLE IV

WAGES

1. Commencing January 1, 2009, each employee of the DEPARTMENT, regardless of classification, and provided the employee has been employed for at least one (1) year, and provided further that the employee is in the BOROUGH'S employ as of December 14, 2008, shall receive the following salary increase on the employee's base pay:

a. Effective January 1, 2009, base salaries of the unit members shall be increased by three and one-quarter (3.25 %) percent. (See Schedule A).

b. Effective January 1, 2010, base salaries of the unit members shall be increased by three and one-quarter (3.25 %) percent. (See Schedule A).

c. Effective January 1, 2011, base salaries of the unit members shall be increased by three and one-half (3.5 %) percent. (See Schedule A).

d. Effective January 1, 2012, base salaries of the unit members shall be increased by three and three-quarter (3.75 %) percent. (See Schedule A).

e. Effective January 1, 2013, base salaries of the unit members shall be increased by three and three-quarter (3.75 %) percent. (See Schedule A).

ARTICLE V

LONGEVITY

In recognition of many years service to the Borough, the following longevity schedule will become effective January 1, 1989. On completion of the:

10th year of employment – 2% additional pay on base pay

15th year of employment – 4% additional pay on base pay

20th year of employment – 6% additional pay on base pay

Longevity shall be computed as of the date the employee was hired.

ARTICLE VI

SICK LEAVE

1. Each full time employee may be allotted sick leave with pay for a period not exceeding ten (10) working days in aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the BOROUGH as a sufficient and legitimate excuse for the employee's failure to be present and in attendance upon his duties, provided the reason for his absence and the good faith of the employee in making the application for such leave shall be shown to the Council by such reasonable evidence as may be required. Any unused sick days shall accrue without limit until employee's retirement, resignation or termination.

a. Sick leave credit earned by an employee in the BOROUGH shall accrue at the rate of ten (10) days per year on continuous employment or pro-rated as two and one-half (2 ½) days per every three (3) months.

b. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the employee warrants such cause.

c. Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness in the immediate family of the employee which requires the employee's personal care and dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.

2. In all cases of sick leave, the employee shall notify and inform the Department head of the reason for said sick leave. Any absence on account of sickness which exceeds five (5) days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the employee has been under the care of the physician. At the request of the BOROUGH or Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the BOROUGH or Department Head, at their request, may require any employee to be examined by a licensed physician. The parties further acknowledge that the BOROUGH reserves the right to waive such requirement and to require any employee to be examined by a physician designated by the BOROUGH in order to have the employee certified as fit for duty before the employee may return to work.

3. An employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

4. During protracted periods of illness, the BOROUGH may require interim, reports on the condition of the employee on weekly or bi-weekly periods from the attending physician. A certificate of a reputable physician in attendance shall be required if sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the immediate family. In case of leave of absence due to a contagious disease, a certificate from the Borough Department of Health shall be required. In the case of recurring or chronic illness, a doctor's certificate may be required once every six (6) months when an employee is absent because of same.

5. Employees having exhausted all their sick leave will not receive any further sick leave or compensation in lieu thereof, until same has been accumulated and earned by the employee's subsequent service. Sick leave will be credited on the first day of each year whether or not the employee reports for duty on that day.

6. Abuse of sick leave shall be cause for disciplinary action.

7. Severance of employment prior to the use of all or any part of such sick leave terminates all right for compensation hereunder.

8. Upon retirement, employees are entitled to be paid at the rate of one (1) day for every three (3) days of accumulated sick time.

9. Effective January 1, 2006, and continuing thereafter, employees who wish to "cash out" accumulated sick leave at the rate of one (1) day for every three (3) accumulated days may do so in December of any calendar year provided that:

a. The employee gives written notice of that intent to the SUPERINTENDENT and the BOROUGH'S Payroll Department; and

b. The employee maintains a minimum number of sick days in an amount to be determined by the Department of Public Works Employees Association.

ARTICLE VII

VACATIONS

1. As per Borough Ordinance No. 1240, an employee shall be entitled to vacations as follows:

a. Upon completion of the first full year of employment through and including the fifth (5th) full year of employment, ten (10) working days.

b. Upon completion of the fifth (5th) full year of employment through and including the tenth (10th) full year of employment, fifteen (15) working days.

c. Upon completion of the tenth (10th) full year of employment, through and including the fifteenth (15th) full year of employment, twenty (20) working days.

d. Upon completion of the fifteenth (15th) full year of employment and every year thereafter, twenty-five (25) full working days.

2. The regular vacation period shall be from January 1 to December 31, inclusive. Vacations will be taken as consecutive days, one week (5 days) at a time except that up to one week may be taken as a single day with the permission of the SUPERINTENDENT in charge of the Department who will reasonably attempt to accommodate requests for single days.

3. Employees shall not be entitled to a vacation until they have served one (1) full year in the DEPARTMENT.

4. Arrangements for dates of vacation periods will be made by the SUPERINTENDENT so that leaves will not conflict with the proper performance of duty.

Seniority, which is defined as continuous employment with the BOROUGH from the date of the last hire, shall be given due consideration by the SUPERINTENDENT in determining preference for vacation.

5. The amount of accrued vacation shall be computed based on anniversary dates of employment, that is, the date on which employee was hired.

6. Any employee whose service is terminated prior to reaching the employee's anniversary date of any given year shall not receive any portion of that year or years vacation benefit.

7. An employee who is terminated by the BOROUGH because of reduction of work force shall be entitled to a pro-rated amount of vacation pay, based on the time spent in employment that year.

8. In the event of dismissal of any employee by the BOROUGH for reasons other than reduction of work force, the employee shall not be entitled to any pro-rated vacation pay for that portion of the year.

9. Employees may carry no more than one (1) week (five (5) work days) of unused vacation time from any given calendar year to the following year, to be used in the first three months of the new year.

ARTICLE VIII

HOLIDAYS

During the term of this Agreement, each employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at seven (7) hours straight time for all days designated as holidays by the Mayor and Council, which designation shall be the same as the

holiday schedule for full time municipal clerical employees. Holiday pay may not be accumulated by any employee.

ARTICLE IX

PERSONAL DAYS

Each full time employee covered by this Agreement shall receive two (2) personal days off each year for which he shall receive a full day's pay at seven (7) hours straight time without working. The taking of personal days is subject to the permission of the SUPERINTENDENT, who shall make every effort to accommodate such requests, and who shall not unreasonably withhold his consent. The employee shall notify the SUPERINTENDENT of the DEPARTMENT within a reasonable time prior to using his personal days, and personal days may not be accumulated by any employee. Employees are not required to divulge the reason or nature for the personal day.

ARTICLE X

FUNERAL LEAVE

Each employee covered by this Agreement is entitled to three (3) days paid leave for a death in the immediate family. Immediate family, for the purpose of this article, is defined as spouse, domestic or civil union partner, son, daughter, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

ARTICLE XI

OVERTIME PAY

1. Employees shall be paid at the rate of time and one-half (1½) for all hours worked beyond seven (7) hours, in any one day. Employees shall be paid at the rate of time and one-half (1½) for all hours worked in excess of thirty-five (35) hours per week. Employees shall be paid at the rate of time and one-half (1½) for all hours worked on Saturdays. Employees shall be paid at the rate of double time for all hours worked on Sundays.

2. Each employee shall be paid at the rate of double time if he is scheduled and does in fact work on a holiday. In addition, the employee, however, will also receive holiday pay. In order for an employee to be eligible for holiday pay as provided above, he must work the regularly scheduled working day before and the regularly scheduled working day after the holiday, unless he is given express written approval to be absent by the SUPERINTENDENT of the DEPARTMENT.

3. In the event an employee is called out to work other than the regular work week, such as in the event of an emergency, said employee shall be guaranteed at least two (2) hours pay for such "emergency call-out". When employees are called to report early to work in the morning of a given work day, employees will be paid a minimum of two (2) hour call in time if they are called in before 6:30 a.m. In all other instances, the employee will be paid for the actual additional time worked.

ARTICLE XII

WORK SCHEDULE

1. Notwithstanding anything contained in ARTICLE VIII through X, the BOROUGH reserves the right to hire employees to work a schedule other than Monday through Friday (an "ADJUSTED WORK WEEK"). In the event such employees are hired, they shall be

paid overtime at the rate of time and one-half (1½) beyond the time of seven (7) hours worked in any one day and shall be paid overtime at the rate of time and one-half for full hours worked in excess of seven (7) hours a day and thirty-five (35) hours a week. However, any employee on an ADJUSTED WORK WEEK shall be paid double time for all hours worked on the seventh day following the first day of his normal work week

2. Effective with the first Monday following the execution of this Agreement by both parties, the regular work day shall commence at 7:30 a.m. and end at 3:30 p.m. subject, however, to the right of the SUPERINTENDENT to make temporary changes in this schedule in the event of extraordinary circumstances. In addition, effective at the same time, the normal lunch period shall be from 12:00 noon to 1:00 p.m. subject, however, to the right of the SUPERINTENDENT to make temporary changes in the schedule in the event of extraordinary circumstances.

3. No employee may cash out more than ten (10) sick days in any calendar year. Effective December 14, 2005, the workday for workers assigned to the duties of Sanitation Lifter or Driver shall be a seven (7) hour day.

ARTICLE XIII

UNIFORMS

1. Each employee of the DEPARTMENT shall wear a uniform to work, which uniform shall have printed plainly thereon in a conspicuous place as determined by the SUPERINTENDENT the employee's name. Failure to wear a proper uniform shall, at the discretion of the SUPERINTENDENT, constitute a disciplinary infraction.

2. Commencing on January 1, 2009, each employee will be granted a uniform allowance in the amount of Three Hundred and Fifty Dollars (\$350.00) per year to be utilized as follows: (1) the DEPARTMENT shall purchase the uniforms in the amount of Two Hundred Dollars (\$200.00) per year; and (2) each employee shall utilize One Hundred and Fifty Dollars (\$150.00) per year for clothing maintenance. The bargaining unit shall designate a supplier of its choice, subject to the approval of the SUPERINTENDENT, based upon the DEPARTMENT obtaining three (3) quotes for each year of the contract. Further, the DEPARTMENT shall notify the SUPERINTENDENT by June of each year who they have chosen so that they items may be ordered.

3. The SUPERINTENDENT shall order an employee whose uniform appearance fall below reasonable appearance standards to purchase a new uniform or parts thereof. The SUPERINTENDENT'S sole discretion shall be final and binding. Upon receipt of such order from the SUPERINTENDENT, the employee so ordered shall immediately purchase the required uniform or portion thereof.

4. Each employee shall be supplied by the BOROUGH with one (1) pair of steel tipped safety shoes per year and the BOROUGH will replace those shoes if damaged during the course of employment. All purchase of safety shoes must be approved by the SUPERINTENDENT. Effective January 1, 2004, replacement of safety shoes will be reimbursed by the BOROUGH to the employee at the rate of Seventy-Five Dollars (\$75.00).

ARTICLE XIV

WORKING CONDITIONS

The BOROUGH, through the SUPERINTENDENT, may adopt and post or otherwise issue such rules and regulations concerning the working conditions of the DEPARTMENT provided that same are not contrary to this Agreement.

ARTICLE XV

MANAGEMENT RIGHTS

A. The BOROUGH hereby retains and reserves unto itself without limitation all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws of the Constitution of the State of New Jersey and of the United States, including, but not limited to, the following rights:

1. The executive management and administrative control of the BOROUGH and its properties and facilities and the activities of its employees.

2. The hiring of all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer employees.

3. The right to suspend, demote, discharge, or take other disciplinary action provided, however, that all disciplinary action shall be for just cause.

B. The exercise of the foregoing management powers, rights, authorities, duties and responsibilities of the BOROUGH and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith are limited by applicable provisions of federal and state law, and by the terms of this Agreement.

C. The BOROUGH agrees that work assignments shall not be made, or used, as a form of discipline.

ARTICLE XVI

WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-incurred or work-connected injury or disability, the said employee shall be entitled to all benefits accruing under the provisions of the Workers' Compensation Act as provided by law. The employer shall pay the employee the difference between the Workers' Compensation check received and the amount of his/her regular salary as per Borough policy.

B. The employee shall be required to present evidence by a certificate of a Borough approved physician that he/she is unable to work and, the employer may reasonably require the said employee to present such certificate from time to time.

C. Time off for treatment, recuperation or rehabilitation for an injury that occurs on duty and/or a communicable illness contracted as a result of an exposure while on duty shall not be construed as sick leave under the sick leave policy heretofore agreed upon between the Borough and the Union.

ARTICLE XVII

DISABILITY COVERAGE

The Borough shall continue to provide disability coverage for the employees covered by this Agreement. Such coverage shall take effect only after the exhaustion of all sick leave due an employee and shall be paid at the same rate provided by the Statutes of the State of New Jersey and for the same duration as provided by the ordinances of the Borough of Ridgefield.

ARTICLE XVIII

MEDICAL, DENTAL, EYE CARE

A. Medical Coverage: The BOROUGH shall continue the current medical or equivalent insurance program for employees covered by this Agreement and their eligible dependents.

B. Dental Coverage: The BOROUGH agrees to provide a Dental Plan comparable to that which is in effect for other employees of the Borough.

C. Eye Care Plan: The BOROUGH agrees to reimburse employees covered by this contract for all eye care expenses for said employee and their families. Eye care expenses shall include, but not be limited to, all expenses related to eye examination and prescription related to the eyes, eyeglasses, frames, lenses, etc. The Borough's total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred and Fifty Dollars (\$250.00) Dollars per year for any individual employee and employee's spouse or child. Employees are permitted to accumulate the eye care reimbursement not to exceed two (2) years and Five Hundred (\$500.00) Dollars.

ARTICLE XIX

INSURANCE

The Employer will indemnify all employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the items specified under the Job Description.

ARTICLE XX

PAST PRACTICES

All conditions of work and employment, and practices heretofore established and not specifically amended by this Agreement, shall remain in effect for the duration of this

Agreement and all powers of the BOROUGH, heretofore exercised and/or provided by law not specifically amended by this Agreement are hereby reserved to the BOROUGH.

ARTICLE XXI

SENIORITY

A. Seniority shall commence from the date of full time employment in the DEPARTMENT.

B. In the event an employee is transferred from one department or branch of service of the BOROUGH to the DEPARTMENT, his transfer shall be deemed to have been in continuity of active service as far as his entitlement to full credit of accumulated time and benefits. However, as far as seniority among those employees within the DEPARTMENT, his seniority shall start as of the date of his transfer to the DEPARTMENT after having served his probationary period within the DEPARTMENT, said employee shall be entitled to all benefits and privileges set forth in this Agreement.

ARTICLE XXII

SAFETY COMMITTEE

The BOROUGH and the DEPARTMENT shall establish a safety committee consisting of the number of members designated by the BOROUGH. Said safety committee shall have the power to recommend to the BOROUGH various safety practices and rules and regulations relating to same. It shall be the sole obligation of the BOROUGH to adopt such rules and regulations as it deems fit in its discretion. The safety committee shall be responsible for

enforcing all safety rules and regulations thus promulgated by the BOROUGH. All disciplinary action shall be taken consistent with the BOROUGH policy and procedures manual. .

In addition to the foregoing provisions of this contract, the Mayor and Council of the BOROUGH reserve the right, during the term of this contract, to award additional pay increases, at their sole discretion, to any DEPARTMENT employee or employees who, in the judgment of the Mayor and Council, have earned such additional salary increases as a result of their productivity, performance, and conduct. This Article, however, shall not be interpreted to grant to any employee any right to additional pay nor claim for failure of the BOROUGH to give said additional pay to any or all of the employees. Nor shall this Article be interpreted to give any employee any claim against the BOROUGH based upon discrimination in the awarding of such additional pay.

ARTICLE XXIII

CDL LICENSES

Employees shall be permitted to take the state test for a CDL license and/or go for the renewal of a CDL license during the work day with pay, but to be scheduled with the SUPERINTENDENT, and only for reasonable durations. Upon presentation of a new CDL license for three (3) years, a single additional payment of Fifteen Dollars and no/cents (\$15.00), or such other amount as shall represent the difference between a CDL license and regular driver's license, shall be paid to the employee who received the new three (3) year CDL license. Each new employee shall use his or her reasonable best efforts to obtain a CDL when the knowledge or skills is essential for the position.

ARTICLE XXIV

GRIEVANCE PROCEDURE

1. Definition. The term “grievance”, as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual employee or a group of employees.

2. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method for resolving grievances between parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

a. Employees shall be entitled to file a grievance for perceived violations of the collective bargaining agreement.

b. A grievance shall be in writing, directed to the SUPERINTENDENT or his designee, and shall set forth in plain and understandable language, and in detail, the grievance complained of. Grievances shall be filed with the SUPERINTENDENT within a reasonable time of the happening of the act or event complained of.

3. STEP ONE: Within two (2) regularly scheduled work days of the filing of a written grievance, the complaining employee shall meet with the SUPERINTENDENT in an attempt to resolve the grievance. This shall be STEP ONE of the grievance process. If the grievance is not resolved at the STEP ONE level, the employee may seek review at STEP TWO.

4. STEP TWO: STEP TWO of the grievance procedure shall be initiated by having the complaining employee file an original copy of the grievance with the Borough Administrator

or Borough Clerk, together with a request that the matter be reviewed in STEP TWO. Within five (5) working days of the filing for review in STEP TWO, the complaining employee shall meet with the Borough Administrator and, at the discretion of that Borough Administrator, the SUPERINTENDENT. If the grievance is not resolved satisfactorily at STEP TWO, the employee may seek review at STEP THREE.

5. **STEP THREE:** STEP THREE of the grievance procedure shall be a review by the DPW Committee, to be made up of either two or three of that Committee. The Committee shall meet with the complaining employee and, in the Committee's discretion, with the SUPERINTENDENT, in an attempt to satisfactorily resolve the grievance.

6. **STEP FOUR:** STEP FOUR of the grievance procedure shall be reviewed by the Mayor and Council. If the grievance is not resolved satisfactorily at STEP FOUR, the Association may seek resolution at STEP FIVE.

7. **STEP FIVE:** If the grievance is not satisfactorily resolved at STEP 4, then the Association may submit the grievance to binding arbitration from an Arbitrator selected by the procedures and policies of the Public Employment Relations Commission. The Arbitrator's decision shall be final and binding upon the parties. The costs of such arbitration shall be borne equally between the parties.

8. Minor disciplinary matters (five (5) days or less) will not be subject to the grievance procedure. Discipline of six (6) days or more will be subject to the parties' grievance procedure.

ARTICLE XXV

NO STRIKE OR LOCKOUT PLEDGE

1. It is recognized that the need for continued and uninterrupted operation of the Borough's Department and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operations.

2. The DEPARTMENT covenants and agrees that during the term of this Agreement, neither the DEPARTMENT nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.

3. There shall be no lockouts of the Employees by the Borough.

ARTICLE XXVI

DATA FOR FUTURE BARGAINING

1. The Borough agrees to make available for inspection to the DEPARTMENT all relevant data in the public domain which the DEPARTMENT may require to bargain collectively and to make copies at the public rates.

2. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by the employees, the total number of sick leave days utilized by employees, the total number of injuries on duty and other similar data.

3. The borough shall incur no additional expenses by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or a group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected and shall continue in full force and effect for the length of the Agreement.

ARTICLE XXVIII

COMPLETE AGREEMENT

This Agreement constitutes the full and final understanding between the parties. This Agreement may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Borough of Ridgfield, Bergen County, New Jersey, on the date first above written.

DEPARTMENT OF PUBLIC WORKS

BOROUGH OF RIDGFIELD

By: _____
Anthony Ganci

By: _____
Anthony R. Suarez, Mayor

Dated: April __, 2009

Dated: April __, 2009

By: _____
Donald Rush

By: _____
Martin Gobbo, Borough Clerk

Dated: April __, 2009

Dated: April __, 2009

By: _____
Brian Kettler

Dated: April __, 2009

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Lonzisero

RESOLUTION NO. 236-2009

WHEREAS, at the May 26, 2009 meeting of the Mayor and Council of the Borough of Ridgefield, the Council gave final approval to Ordinance No. 2097 entitled, "AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 375 "VEHICLES AND TRAFFIC", ARTICLE XX "PERMIT PARKING", SECTION 375-61 "RESIDENT PERMIT PROGRAM" TO ADD STREETS IN ACCORDANCE WITH THE FINDINGS OF THE CHIEF OF POLICE" and Ordinance No. 2098 entitled, "A CAPITAL ORDINANCE SUPPLEMENTING CAPITAL ORDINANCE NO. 1919 ADOPTED ON FEBRUARY 28, 2005, APPROPRIATING AN ADDITIONAL SUM OF \$20,000 FOR THE PREPARATION OF A REDEVELOPMENT PLAN FOR THE OVERPECK CREEK SECTION OF THE BOROUGH AND TO APPROPRIATE AN ADDITIONAL \$20,000 FROM THE CAPITAL IMPROVEMENT FUND"; and

WHEREAS, following the final passage of said Ordinances, the Ordinances were presented by the Borough Clerk to the Mayor, and the Mayor, in accordance with the provisions of N.J.S.A. 40A:60-5 did veto same and return the Ordinance to the Council; and

WHEREAS, the Council has considered the Ordinances once again following its return and resolves to override the Mayor's veto;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Ridgefield that the Mayor's veto of Ordinance No. 2097 and Ordinance No. 2098 be, and hereby is, overridden by the Council pursuant to the provisions of N.J.S.A. 40A:60-5 (pursuant to the provisions of the statute, the override requires a vote of two-thirds of all the members of the Council, or four votes).

Approved:

Anthony R. Suarez, Mayor

Attest:

Martin A. Gobbo,
Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

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

Joseph Luppino,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 8, 2009

Presented by Councilman Vincentz

RESOLUTION NO. 237-2009

BE IT RESOLVED, that warrants totaling
be drawn on the following accounts:

\$1,671,683.72

CURRENT	\$1,636,323.16
TRUST	\$15,031.36
CAPITAL	\$1,900.00
POOL	\$18,429.20
TOTAL	\$1,671,683.72

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Lonzisero				
Todd				
Vincentz				
Severino				
Castelli				
Acosta				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Martin A. Gobbo,
Borough Clerk