

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Public Session Meeting of the Mayor and Council

Date: August 8, 2018

Open Public Meetings Statement by Mayor Suarez

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

Executive Session: 6:30 P.M. C.T.O.: 6:31 P.M.  
Adjourn: 7:19 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:33 P.M.  
Adjourn: 7:41 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

**ROLL CALL-PUBLIC SESSION**

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez	X		X	
Castelli	X		X	
Penabad	X		X	
Shim	X		X	
Jimenez	X		X	
Kontolios	X		X	
Larkin	X		X	

**ROLL CALL-EXEC. SESSION**

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

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Introduction of Ordinance No. 2345 entitled, “AN ORDINANCE AMENDING ARTICLE I, BUILDING DEPARTMENT FEES, OF CHAPTER 140, BUILDING CONSTRUCTION”

First Reading of Ordinance

Roll Call

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**CONSENT AGENDA:**

- |          |                     |  |
|----------|---------------------|--|
| 220-2018 | Councilman Castelli | Authorize DMR Architects Proposal for Architectural and Engineering Services |
| 221-2018 | Councilman Jimenez  | Tax Appeal Settlement-Block 504, Lot 8                                       |
| 222-2018 | Councilman Jimenez  | Tax Appeal Settlement-Block 2304, Lot 2                                      |
| 223-2018 | Councilman Jimenez  | Tax Appeal Settlement-Block 2303, Lot 12                                     |
| 224-2018 | Councilman Jimenez  | Tax Appeal Settlement-Block 505, Lot 3                                       |

225-2018	Councilman Jimenez	Tax Appeal Settlement-Block 2906, Lot 5
226-2018	Councilman Jimenez	Tax Appeal Settlement-Block 2906, Lot 13
227-2018	Councilman Jimenez	Chapter 159
228-2018	Councilman Castelli	Appoint 2018/2019 School Crossing Guards
229-2018	Councilman Jimenez	Correct Award – KAB Computer Services
230-2018	Councilman Castelli	Employment Agreement-Chief of Police

**COUNCIL VOTE**

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

**RESOLUTIONS:**

231-2018	Councilman Jimenez	Warrants
232-2018	Councilman Castelli	Hire DPW Part-Time Employee-M. Cullen

**COMMENTS BY MAYOR:**

**COMMENTS BY COUNCILMEN:**

**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 August 8, 2018

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				
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 August 8, 2018

Presented by Councilman Castelli

ORDINANCE NO. 2345

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

“AN ORDINANCE AMENDING ARTICLE I, BUILDING DEPARTMENT FEES, OF  
CHAPTER 140, BUILDING CONSTRUCTION”

introduced on the 8<sup>h</sup> day of August, 2018, 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 5<sup>th</sup> day of September, 2018 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Castelli

ORDINANCE NO. 2345

“AN ORDINANCE AMENDING ARTICLE I, BUILDING DEPARTMENT FEES, OF  
CHAPTER 140, BUILDING CONSTRUCTION”

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

Section I.

Section 140-2(b) be and hereby is deleted in its entirety and replaced with the following:

	<b>NEW FEE</b>
<b>Building Subcode Fees</b>	
Minimum fee R5	\$ 65
Minimum fee all other uses & commercial	\$105
New construction, including additions, per cubic foot of volume	\$0.045
The minimum fee for any new principal structure R5	\$1200
The minimum fee for any new accessory structure R5	\$150
The minimum fee for additions 120 sqft. or less R5	\$250
The minimum fee for additions greater than 120 sqft. R5	\$350
Modular structures: per \$1,000.00 of cost	\$30
Renovations, Alterations and Repairs:	
Up to first \$50,000 in cost per \$1000	\$27
From \$50,001 to \$100,000 in cost per \$1000	\$25
Over \$100,001 in cost per \$1000	\$24
Demolition:	
R5 Use group complete	\$250
All other use groups complete	\$700
Interior Demolition all use groups	\$150
Garage or accessory building demolition all use groups	\$250
Moving a Building, per \$1000 of estimated cost of work	\$25
Asbestos abatement with Administrative Certificate	\$175
Lead Hazard Abatement with Certificate of Clearance	\$195
Swimming pools: building permit only	
Above ground pools	\$150
In-ground pools: per \$1,000 of estimated cost	\$25
Sheds: Per \$1,000 of estimated cost	\$25
House and construction trailers, each	\$150

Tents:over 900 square feet or thirty feet of length in one direction	\$110
Retaining walls: 4' or more in height, per \$1000 of estimated cost	\$25
Signs per sqft.	\$3
Certificate of occupancy- U.C.C.	
Residential (new construction or rehabilitation)	\$100
Non-Residential	10% of Permit fee
Certificate of Continued Occupancy- U.C.C., applicant requested:	
General visual inspection by all Subcode Officials: per subcode	\$100
Temporary certificate of occupancy:	
Initial issuance	No fee
Subsequent renewals, each	\$35
Plan review: none refundable % of permit fee	20%
Change of Contractor: plus any additional items or cost	\$35
Withdrawn permit: administrative fee: % of permit fee	30%
Reinstatement of Lapsed Permit Fee: % of original permit fee	80%
Permit surcharge: (state mandated) N.J.A.C. 5:23-4.19(b)	
Variation Application as per N.J.A.C. 5:23-2.10	
Class I structures	\$550
Class II and III structures	\$200
Re-submission: Class I Structures	\$200
Re-submission: Class II and III	\$100
Special inspection fee request: Any request for a required code inspection either before or after regular Building Department hours of business or on holidays and weekends shall be required to pay, in addition to any established permit and certificate fees, the current contractual hourly compensation rate (one and one half times their normal hourly salary) based on the amount of time required for said inspection with a two hour minimum.	
<b>Electrical Subcode Fees</b>	
Minimum fee R3/R5	\$65
All other uses & commercial	\$105
Electrical devices :( lighting outlets, receptacles, switches, smoke and heat detectors, emergency lights, exit lights, communication points and fire alarm devices.	
1 to 20 devices	\$65
Each additional 20 devices	\$30
Dishwasher, Disposal Unit, Instant Hot (each)	\$45
Temporary Trailers (each) plus the service	\$60
Motors (all except those in plug-in appliances)	
1 to 10 horsepower	\$50
11 to 50 horsepower	\$100
51 to 100 horsepower	\$175
Greater than 100 horsepower	\$457
Transformer/Generator/Appliance equipment/ Ovens, Ranges, Warming Trays	
1 to 10 kilowatt	\$40
11 to 45 kilowatt	\$87
46 to 112.5 kilowatt	\$192
Over 112.5 kilowatt	\$457

Service entrance, panel, subpanel, temp. or disconnect (each)	
Up to 100 Amps	\$85
101 to 200 Amps	\$130
201 to 400 Amps	\$205
401 to 1200 Amps	\$500
Over 1201 Amps	\$750
Additional meters included in service	\$35
Air-conditioning units: (includes disconnect, compressor/condenser Air handler) each	\$100
Replacement of any system part	\$75
Burglar alarm system: (complete)	\$85
Swimming pools: (includes receptacle, switch, trench, bonding and equip potential bonding mat)	\$190
Hydromassage tub (interior)	\$45
Hot tub, spa (exterior) same as a pool	\$190
Certificate of compliance, annual inspection for public Swimming pools, spas and hot tubs:	\$100
Photovoltaic Systems:	
Solar Modules-1 to 20 modules	\$65
Each additional 20 modules	\$35
1 to 10 KW	\$65
11 to 50 KW	\$95
51 to 100 KW	\$125
Greater than 100 KW	\$580
Disconnects and Invertors	
Up to 100 Amps (each)	\$85
101 to 200 Amps (each)	\$105
<b>Elevator Subcode Fees</b>	
80% of state fees and subject to change by the state Pursuant to N.J.A.C. 5:23-12.6 plus 25%	
Administrative fee	
Elevator plan review shall be in accordance with N.J.A.C. 5:23-4.20 (6&7)	
<b>Fire Subcode Fees</b>	
Minimum fee R3/R5	\$65
All other uses and commercial	\$105
Sprinkler systems, each	
Pipe schedule	\$75
Hydraulically calculated	\$75
R5 use group, 20 or fewer heads	\$65
Sprinkler system heads, all use groups	
1 to 20 heads	\$85
21 to 100 heads	\$155
101 to 200 heads	\$295
201 to 400 heads	\$760
401 to 1000 heads	\$1,050
Over 1000 heads	\$1,775

Sprinkler system supervisory devices (tamper switches low/high), each	\$20
Standpipes, each	\$289
Dry Pipe/Alarm valves, each	\$65
Pre-action valves, each	\$150
Water service for a fire line	\$150
Fire alarm systems	
Control panels, R5 use group, each	\$65
Control panels, all other use groups, each	\$85
Fire alarm system devices (i.e., smoke detector heads, heat detector heads, Pull stations, water flow alarms)	
1 to 20 devices	\$65
21 to 100 devices	\$130
101 to 200 devices	\$310
201 to 400 devices	\$650
401 to 1000 devices	\$1,050
Over 1000 devices	\$1,200
Fire Alarm Panel, new installation or replacement	\$100
Fire alarm system security devices (door locks, electromagnetic releases) each	\$30
Fire alarm system signaling devices (i.e., horns, strobes, bells) each	\$ 8
Independent pre-engineered systems, each	
Wet chemical system	\$200
All other systems	\$250
Gas or Oil fired appliances, each	
R5 use group	\$65
All other use groups	\$85
Fireplaces	\$75
Metal chimney liner:	
Residential	\$75
Commercial	\$125
Exhaust systems, each:	
Commercial kitchen Hood	\$200
Smoke control system	\$350
Incinerators, Crematorium, each	\$375
Fuel storage tanks:Installation, each	
Up to 275 gallons	\$75
276 to 1000 gallons	\$100
1001 gallons to 5000 gallons	\$250
Over 5000 gallons	\$500
Fuel storage tanks, removal or abandon:	
Up to 275 gallons	\$100
276 to 1000 gallons	\$150
Each additional 500 gallons	\$60
Fire pump, each	\$350
Water service for fire line:	
Up to 2 inch	\$100

2 1/2 to 5 inch	\$200
6 inch or larger	\$300
<b>Plumbing Subcode Fees</b>	
Minimum fee R3/R5	\$65
All other uses and commercial	\$105
Fixtures: (i.e. lavatories,kitchen sinks,basins,urinals,water closets bathtubs,shower stalls,sill cocks,laundry tubs,floor drains,drinking fountains,dishwashers,garbage disposals,clothes washers and similar devices, each	\$25
Stacks: each	\$45
Special devices: (i.e., grease traps,oil separators,refrigeration units, Utility service connections,backflow preventers, gas service interceptors, fuel oil piping, Lawn Sprinklers, Water/Sewer connection. (each)	\$75
Utilization equipment: (i.e., steam boilers, hot-water boilers, warm-air furnaces): each	
R5 use group	\$65
all other use groups	\$95
Air-conditioning units: each	
R5 use group	\$65
all other use groups	\$80
Water heaters: each	
R5 use group	\$70
all other use groups	\$100
Gas piping: each	
R5 use group	\$65
all other use groups	\$75
Vapor recovery systems: each	\$100
Required annual re-inspections (i.e., cross connections, backflow preventers)	\$100
Medical gas piping: per outlet	\$25
 Annual Testing of Backflow Preventers:	
1-4 Devices	\$75 per device
5 or more Devices	\$60 per device
<b>Zoning</b>	
Zoning permit: (includes review for use and/or development)	
Initial (Residential)	\$85
Business use application/Commercial	\$125
Rental of One and Two-Family (per apartment)	\$100
Sign applications	\$150
Certificate for resale of a One-Family	\$125
Certificate for resale of a Two-Family	\$250
Three or more multifamily: per each additional unit	\$50
Certificate for resale or rental of a Commercial property	\$350
Resale or rental re-inspection	\$50
Engineers escrow: Minimum for review and inspection	\$1,000

Any letter from the Zoning Official for non-conformity, zone clarification, or permitted uses in a particular zone	\$100
<b>Mechanical Subcode Fees:</b>	
Minimum Fee (R3/R5)	\$85
Mechanical Review for R3/R5	\$65
Replacement furnaces, boilers, a/c and hvac units	\$85/unit replaced
Replacement rooftop hvac units	\$140/unit replaced
Installation of Above or Underground Fuel Storage Tanks for R3/R5	
Up to 275 gallons	\$75/unit
276 to 1000 gallons	\$100/unit
Fuel Oil or Gas Piping Connections for R3/R5	\$65/unit
New Installations fireplaces, solid fuel stoves, boilers, furnaces, a/c, hvac, generators, chimneys and chimney re-linings for R3/R5	\$85/unit
Each additional unit over the initial price for each category listed above	\$40/unit

General notes:

1. The fees pertain to all use groups unless otherwise stated.
2. All fees shall be calculated to the nearest whole dollar amount.

Section II. Repealer.

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

Section III. Severability.

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

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

Section V: 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 August 8, 2018

Presented by Councilman Castelli

RESOLUTION NO. 220-2018

WHEREAS, Resolution 215-2018 authorized the amount of \$75,000 for preliminary costs for architectural and engineering fees to be paid from the Capital Improvement Fund;

WHEREAS, DMR Architects, 777 Terrace Avenue, 6<sup>th</sup> Floor, Hasbrouck Heights 07604, submitted a proposal dated May 14, 2018 for Professional Architectural and Engineering Services Due Diligence and Concept/Schematic Design Phase Proposed Borough Hall and Police Headquarters block 905 Lot 1 and Block 906 Lot 1 for the amount of \$60,000.00;

WHEREAS, DMR Architects were authorized as Borough Planners on Resolution 92-2018;

WHEREAS, Resolution 117-2018 previously authorized to begin the investigative process with regards to a new municipal meeting in the amount of \$15,000.00 and Resolution 118-2018 authorized services to the planning board for the redevelopment investigation of said site in the amount of \$27,500; and

WHEREAS, the Chief Financial Officer certifies that \$60,000.00 are available in the Capital Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Ridgefield accept this proposal and the Mayor signs the agreement and the Purchasing Agent is authorized to forward a Purchase Order to DMR Architects in the amount of \$60,000.00 from account 04-2250 for said purpose.

Approved:

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

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 221-2018

WHEREAS, Paul M. Elias, Esq., representing Kohlsaat Reinecke, LLC filed a tax appeal challenging assessments at 782 Grand Ave., Block 504, Lot 8 for tax year 2017; and

WHEREAS, the original assessment in issue for the tax years under appeal was:

LAND:	\$ 202,000
IMPROVEMENTS:	\$ 209,400
TOTAL:	\$ 411,400

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2017, the assessment shall be adjusted to:

LAND	\$ 202,000
IMPROVEMENTS:	\$ 170,000
TOTAL:	\$ 372,000
2. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
3. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
4. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 222-2018

WHEREAS, Paul M. Elias, Esq., representing Kohlsaat Reinecke, LLC filed a tax appeal challenging assessments at 1036 Alexander Ave., Block 2304, Lot 2 for tax year 2017; and

WHEREAS, the original assessment in issue for the tax years under appeal was:

LAND:	\$ 228,400
IMPROVEMENTS:	\$ 0.00
TOTAL:	\$ 228,400

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2017, the assessment shall be adjusted to:

LAND	\$ 162,400
IMPROVEMENTS:	\$ 0.00
TOTAL:	\$ 162,400
2. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
3. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
4. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

**COUNCIL VOTE**

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

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 August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 223-2018

WHEREAS, Paul M. Elias, Esq., representing Kohlsaat Reinecke, LLC filed a tax appeal challenging assessments at 1037 Alexander Ave., Block 2303, Lot 12 for tax year 2017; and

WHEREAS, the original assessment in issue for the tax years under appeal was:

LAND:	\$ 194,500
IMPROVEMENTS:	\$ 0.00
TOTAL:	\$ 194,500

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2017, the assessment shall be adjusted to:

LAND	\$ 150,000
IMPROVEMENTS:	\$ 0.00
TOTAL:	\$ 150,000
2. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
3. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
4. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

**COUNCIL VOTE**

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

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 August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 224-2018

WHEREAS, Paul M. Elias, Esq., representing TJJ Properties, LLC filed a tax appeal challenging assessments at 1060 Elm Ave., Block 505, Lot 3 for tax year 2017; and

WHEREAS, the original assessment in issue for the tax years under appeal was:

LAND:	\$ 265,000
IMPROVEMENTS:	\$ 190,400
TOTAL:	\$ 455,400

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2017, the assessment shall be adjusted to:

LAND	\$ 265,000
IMPROVEMENTS:	\$ 120,000
TOTAL:	\$ 385,000
2. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
3. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
4. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

**COUNCIL VOTE**

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

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 August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 225-2018

WHEREAS, Paul M. Elias, Esq., representing BHP Kohlsaat – Joint Venture filed a tax appeal challenging assessments at 515 Broad Ave., Block 2906, Lot 5 for tax year 2017; and

WHEREAS, the original assessment in issue for the tax years under appeal was:

LAND:	\$ 321,900
IMPROVEMENTS:	\$ 117,800
TOTAL:	\$ 439,700

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2017, the assessment shall be adjusted to:

LAND	\$ 321,900
IMPROVEMENTS:	\$ 53,100
TOTAL:	\$ 375,000
2. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
3. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
4. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

**COUNCIL VOTE**

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

Approved:

Attest:

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Anthony R. Suarez, Mayor

---

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 226-2018

WHEREAS, Paul M. Elias, Esq., representing BHP Kohlsaas – Joint Venture filed a tax appeal challenging assessments at 518 Oritan Ave., Block 2906, Lot 13 for tax year 2017; and

WHEREAS, the original assessment in issue for the tax years under appeal was:

LAND:	\$ 180,700
IMPROVEMENTS:	\$ 7,900
TOTAL:	\$ 188,600

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2017, the assessment shall be adjusted to:

LAND	\$ 48,800
IMPROVEMENTS:	\$ 0.00
TOTAL:	\$ 48,800
2. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
3. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.
4. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

**COUNCIL VOTE**

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

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 227-2018

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an appropriation for an equal amount; and

WHEREAS, the Borough of Ridgefield has been awarded grants, and wishes to amend its 2018 Calendar Year Budget to include this amount as a item of revenue; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Mayor and Council hereby requests the Director of Government Services to approve the insertion of an item of revenue in the Calendar Year Budget of 2018 in the sum of \$46,627.67 which is now available as a revenue item from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:

Public and Private Revenue Off-set with Appropriations:

Emergency Management Performance	
Grants	\$9,400.00
2018 Clean Communities	17,227.67
Shaping NJ	20,000.00

BE IT FURTHER RESOLVED that a like sum of \$46,627.67 be and the same is hereby appropriated under the caption:

General Appropriations

Operations excluded from CAPS

Public and Private Revenues Off-set by Appropriations:

Emergency Management Performance	
Grants	\$9,400.00
2018 Clean Communities	17,227.67
Shaping NJ	20,000.00

BE IT FURTHER RESOLVED that the Chief Financial Officer file an electronic copy of this resolution with the Director of Local Government Services for approval.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

**BOROUGH OF RIDGEFIELD**  
 Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Castelli

**RESOLUTION NO. 228-2018**

BE IT RESOLVED by the Mayor and Council that

Markrit Bekarogullari -\$14.90	Joanne Dobrzynski-\$13.40	Victor Nilo-\$13.15
Domenica Blum-\$15.40	Silca Gaudiosi-\$14.40	Portalatin Noemi -\$12.90
Camille Bonito-\$13.75	Mary Ann Gentile-\$15.40	Marie Novermbre-\$17.00
Reinaldo Bozan-\$15.40	Dawn Giantonio-\$13.65	Gary Sargent-\$13.90
Lawrence Bruno-\$15.40	Carol Kelm-\$14.65	Philomena Trues-\$15.40
Natale Buro-\$15.40	Madeline Kulhan-\$15.40	Bernadette Weir-\$14.40
Antonio Capece-\$14.65	Penelope Lenskey-\$13.90	
Maritza Cedeno-\$14.40	Benny Lio-\$14.65	

be hired as School Crossing Guards for the 2018/2019 School Year at the hourly rates listed above.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 229-2018

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously made an award for outside IT consulting services as to a Request for Proposals pursuant to the provisions of *N.J.S.A. 40A:11-4.1, et. seq.* to KAB Computer Services, LLC by Resolution No. 217-2018 adopted on July 18, 2018; and

WHEREAS, that contract was erroneously awarded for a period of one year; and

WHEREAS, the Request for Proposals specified a three year contract with options for two one-year extensions; and

WHEREAS, the Mayor and Council now wishes to correct the previous Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the proposal from KAB Computer Services, LLC of Palisades Park, New Jersey, received in response to the Borough's RFP for information technology services, be and hereby is accepted and a contract for the services pursuant to the RFP be and hereby is awarded to KAB Computer Services, LLC for a term of three (3) years at an annual flat fee of \$60,000 for a total of 780 hours annually. That contract will contain a provision for two additional one-year extensions at the option of the Borough.

BE IT FURTHER RESOLVED that the cost for these services for the present budget year shall be paid from budget line item 01-2010-20-1122-029.

BE IT FURTHER RESOLVED that payment for future years will be from appropriately designated line items, and the award is subject to the availability of funds for these services.

BE IT FURTHER RESOLVED that the Borough Attorney be and is hereby authorized and directed to prepare a contract consisting with the terms of this Resolution, with the terms of the RFP and the response thereto. The Mayor and Borough Clerk be and hereby are authorized and directed to execute said contract once prepared by the Borough Attorney.

**COUNCIL VOTE**

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

Approved:

Attest:

---

Anthony R. Suarez, Mayor

---

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Castelli

RESOLUTION NO. 230-2018

WHEREAS, the Borough of Ridgefield (“Borough”) and the Ridgefield Chief of Police Thomas J. Gallagher (“Chief Gallagher”) have been engaged in negotiations for a successor contract to the one that had expired on December 31, 2014; and

WHEREAS, the parties have reached a settlement with respect to those negotiations, the terms and conditions of which have been set forth in the new agreement between the Borough and Chief Gallagher for the years 2015-2021, a copy of which is on file in the Borough Clerk’s office.

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

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

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

**EMPLOYMENT AGREEMENT BETWEEN**  
**THE BOROUGH OF RIDGEFIELD**  
**AND**  
**THOMAS J. GALLAGHER**  
**TO SERVE AS CHIEF OF POLICE**

**ARTICLE I**  
**RECOGNITION**

**THIS AGREEMENT**, entered into as of the \_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Borough of Ridgefield, in the County of Bergen, New Jersey (hereinafter referred to as the “Borough”), and Thomas J. Gallagher (hereinafter referred to as the “Chief of Police”), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police.

This agreement is in made with Thomas J. Gallagher as a result of satisfying all requirements of the Governing Body’s procedure to become Police Chief of the Borough of Ridgefield and in consideration of the many years of valuable service of Thomas J. Gallagher to the Borough.

**ARTICLE II**  
**TERM AND RENEWAL**

**THIS AGREEMENT** shall be in full force and effect for six (6) years, beginning on the 1<sup>st</sup> day of January 1, 2015 and shall remain in effect, up to, and including, December 31, 2021. It is understood that this Agreement shall remain in force and full effect until a successor agreement is approved by the parties.

This Agreement may be terminated by: (1) mutual agreement of the parties; (2) unilateral termination by the Chief of Police (whether due to retirement or resignation) upon 90 days written notice to the Borough; or (3) through removal proceedings pursuant to N.J.S.A. 40A:14-147, et seq.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that

such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States of America.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE CHIEF OF POLICE**

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Supervise, conduct and manage the day to day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel;
- f) Make recommendations to the Mayor and Council for the hiring, discipline, promotion and termination of police personnel; and
- g) Report as requested by the governing body at the regular Mayor and Council meeting(s) of the Borough, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

**ARTICLE V**  
**WORKWEEK**

The parties recognize that the position of Chief of Police is a management position and, as such, the Chief of Police is not limited to an eight (8) hour work day but, rather, shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police is not entitled to, and shall not receive, overtime or compensatory. The Borough recognizes that in those instances when the Chief of Police is required to work other than “normal and typical hours,” he may adjust his schedule accordingly to compensate for same. The Chief of Police will keep a log of all hours worked,

which log will be available for inspection by the Mayor and Council and otherwise filed in accordance with Borough rules and regulations as may be adopted from time to time. Notwithstanding the foregoing, it is expected that the Chief of Police shall be available during the regular Borough hours of business on a daily and weekly basis.

## **ARTICLE VI** **BENEFITS**

1. The Chief of Police shall be entitled to the following benefits set forth in the Collective Bargaining Agreement between the Borough of Ridgefield and the Ridgefield PBA Local 330 entered into on \_\_\_\_\_ (hereinafter referred to as “PBA Contract”): Sick Leave (Article VI); Vacations (Article VIII); Holidays, including the past practice established thereunder (Article IX); Longevity (Article XII); College Credits, provides courses are directly related to police work or the Chief of Police’s duties (Article XIII); Work Incurred Injury (Article XVI); Medical, Dental and Eye Care Plans (Article XXII); and Insurance (Article XXV), as said Articles may be amended or renegotiated in any successor PBA contract, at no time shall the Chief of Police receive any benefit that is less than those currently in place and in the event that a successor PBA agreement provides for greater benefits then that are currently in effect then the Chief of Police shall also receive the greater benefit, and subject to the following:

a. Vacations: vacation days that are not used in any one year may be carried over to the next year, but those days carried over must be used within the first quarter of the next year, or they are lost. There shall be no compensation for unused vacation days. The Chief of Police shall provide notice to the Chairperson of the Police Committee reasonably in advance of the use of vacation time.

b. Medical, Prescription, Dental, and Eye Care Plans: The Chief of Police shall enjoy the same Health care benefits provided to the other members of the Ridgefield Police Department under the PBA Contract, which shall be subject to the mandatory contribution, limitations and other applicable provisions of the law concerning pension and health care benefits, P.L. 2011, c. 78, having an effective date of June 28, 2011.

c. Upon the Chief of Police’s retirement the Chief of Police and his family (spouse and/or dependents) shall be entitled to receive, at no cost to him, insurance coverage as though the Chief of Police were still employed by the Borough. The Chief of Police’s spouse shall continue to

receive this benefit if the Chief of Police shall predecease her. The Borough also recognizes that the Chief of Police had served 20 or more years at the time of the enactment of P.L. 2011, c. 78 of June 28, 2011 and is thus exempt from having to contribute to his retired health benefits costs.

d. Return time: The Chief of Police may not accrue return time.

## **ARTICLE VII**

### **PROFESSIONAL AND PERSONAL USE OF BOROUGH VEHICLE**

1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his personal use. The make and model of the automobile shall be determined by the Borough, in the Borough's discretion. However, it shall be equipped with such equipment as is reasonably required for police work.

2. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline.

4. The automobile shall not be driven by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

## **ARTICLE VIII**

### **SALARY**

The Chief of Police's base salary as of January 1, 2013 is \$141,234.08.

Upon the execution of this Agreement the Chief of Police shall receive a net raise of two percent (2%) percent to his 2014 base salary. This increase shall be applied retroactive to January 1, 2014 and the Chief of Police shall be paid retroactively for this increase. Prior to the execution of this contract, the Chief of Police received a raise of one percent (1%) to his 2014 base salary

effective January 1, 2014. The amount of the current increase shall be reduced by the amount of the prior January 1, 2014 increase.

Upon the execution of this Agreement the Chief of Police shall receive a net raise of two percent (2%) percent to his 2015 base salary. This increase shall be applied retroactive to January 1, 2015 and the Chief of Police shall be paid retroactively for this increase. Prior to the execution of this contract, the Chief of Police received a raise of one and one half percent (1.5%) to his 2015 base salary effective January 1, 2015. The amount of the current increase shall be offset against the prior increase of January 1, 2015.

Upon the execution of this Agreement the Chief of Police shall receive a net raise of two percent (2%) percent to his 2016 base salary. This increase shall be applied retroactive to January 1, 2016 and the Chief of Police shall be paid retroactively for this increase. Prior to the execution of this contract, the Chief of Police received a raise of two percent (2%) to his 2016 base salary effective January 1, 2016. The amount of the current increase shall be offset against the prior increase of January 1, 2016.

Upon the execution of this Agreement the Chief of Police shall receive a net raise of two percent (2%) to his 2017 base salary. This increase shall be applied retroactive to January 1, 2017 and the Chief of Police shall be paid retroactively for this increase.

Upon the execution of this Agreement the Chief of Police shall receive a net raise of two percent (2%) to his 2018 base salary. This increase shall be applied retroactive to January 1, 2018 and the Chief of Police shall be paid retroactively for this increase.

On January 1, 2019, and upon every January 1<sup>st</sup> thereafter during the effective term of this Agreement, the Chief of Police shall receive an annual increase of two percent (2%) to his base salary.

The Borough agrees to make all required pension contributions and/or any other such payments as required by law that reflects the new higher retroactive base pay rate.

The Borough agrees to make all required pension contributions and any other such payment as required by law that reflects the new higher base pay rate. In all cases, the Chief of Police's annual pensionable salary shall result in the Chief of Police being the highest paid police officer in the Ridgefield Police Department.

**ARTICLE IX**  
**LONGEVITY**

The Chief of Police shall be paid, in addition to his annual base salary, additional compensation based upon his length of service. This current longevity will be calculated at fifteen (15%) percent of the Chief of Police's annual base salary. Longevity pay shall be included in the Chief of Police's bi-weekly salary and be counted towards the final average salary for pension purposes.

**ARTICLE X**  
**EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES**

1. The Chief of Police shall be permitted to paid leave to attend any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, League of Municipalities, or any other educational program of a management or supervisory nature directly related to his duties to the Borough. Any and all reasonable expenses incurred such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be presented to the Borough and if approved by the borough the Chief of Police shall be reimbursed by the Borough subject to applicable reimbursement policy of the Borough. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

2. The Borough agrees to paid leave, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference and the League of Municipalities Conference. If the Chief of Police attends a conference at the Borough's expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers. The Chief of Police shall also be required to provide written report to the Mayor and Council which details the information presented at the conference.

3. The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and the F.B.I. National Academy Associates.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

1. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief of Police, subject to the approval of the Borough, and such approval shall

not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, except those claims arising out of intentional acts or omissions, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

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

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

## **ARTICLE XII** **SEVERABILITY**

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

## **ARTICLE XIII** **FULLY BARGAINED PROVISION**

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

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE  
FOR THE BOROUGH**

**MAYOR ON BEHALF OF THE  
BOROUGH OF RIDGEFIELD**

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**THOMAS J. GALLAGHER**

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**ANTHONY SUAREZ**

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**LINDA SILVESTRI, Borough Clerk**

**DATED:**

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.

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Diane Sherry,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 231-2018

BE IT RESOLVED, that warrants totaling **\$5,270,314.25**  
be drawn on the following accounts:

CURRENT	\$5,088,244.04
TRUST	\$100,330.75
CAPITAL	\$27,790.50
POOL OPERATING	\$53,948.96
<b>TOTAL</b>	<b>\$5,270,314.25</b>

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting August 8, 2018

Presented by Councilman Castelli

RESOLUTION NO. 232-2018

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

MICHAEL CULLEN

be hired as a part time employee for the Department of Public Works at the hourly rate of \$11.00 effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

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

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