

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: August 8, 2022

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

Table with 5 columns: Name, Adj. to Ex. Pres., Adj. to Ex. Abs., Public Pres., Public Abs. Rows include Mayor Suarez, Castelli, Penabad, Jimenez, Kontolios, Larkin, Dorsett.

ROLL CALL-EXEC. SESSION

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

Presentation by Budz Lightyear Recreational Grow LLC

As advertised, hearing will be held on Ordinance No. 2438 entitled, “AN ORDINANCE AMENDING SECTION 390-84 ENTITLED “FEES AND ESCROW DEPOSITS” OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2439 entitled, "AN ORDINANCE AMENDING SECTION 322-6 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED "REGULATION OF RENTAL INCREASES"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2440 entitled, "AN ORDINANCE AMENDING SECTION 140-2 ENTITLED FEES OF CHAPTER 140 ENTITLED BUILDING CONSTRUCTION OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2441 entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS 2022 GENERAL CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,519,095 THEREFOR (INCLUDING GRANTS IN THE AGGREGATE AMOUNT OF \$160,661 FROM THE COUNTY OF BERGEN) AND AUTHORIZING THE ISSUANCE OF \$1,283,140 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF"

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

All items listed are considered to be routine and non-controversial by the Borough Council and will be approved by one motion. There will be no separate discussion on these items unless a Council member(s) so request it, in which case the item(s) will be removed from the Consent

Agenda and considered in its normal sequence on the agenda. The one motion signifies the adoption of all resolutions and approval of applications and minutes.

188-2022	Councilman Dorsett	Rescind Resolution 187-2022
189-2022	Councilwoman Larkin	Hire Additional Summer Playground Personnel
190-2022	Mayor Suarez	Community Development Representatives
191-2022	Councilman Castelli	DMR Professional Service Agreement-EV Charging Station and Landscape Irrigation System
192-2022	Councilman Castelli	State Local Cooperative Housing Inspection Program
193-2022	Councilman Jimenez	Authorize Municipal Support for Budz Lightyear Recreational Grow LLC to Receive a Class 2 Manufacturing Cannabis License from the New Jersey Cannabis Regulatory Commission to Operate Within the Borough of Ridgefield
194-2022	Councilman Jimenez	Oppose Proposed Increases to the State Health Benefits Program
195-2022	Councilman Castelli	Award Bid-CDBG Year 47 (2021) Bryant Place Resurfacing Project
196-2022	Councilman Castelli	Colliers Construction Administration Extension
197-2022	Councilman Castelli	Approve DPW Collective Bargaining Agreement

Approval of Minutes:

May 23, 2022 and June 13, 2022 Public Session Meeting Minutes

Raffle License Application:

Ridgefield PBA Local 330

50/50

September 17, 2022 11:00 a.m.-7:00 p.m.

COUNCIL VOTE

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

RESOLUTIONS:

198-2022 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCIL:

COMMENTS BY ADMINISTRATOR:

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

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

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Dorsett

ORDINANCE NO. 2438

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

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

introduced on the 27th day of June, 2022, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 27, 2022

Presented by Councilman Dorsett

ORDINANCE NO. 2438

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

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

Section I:

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

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

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

Section II.

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

Section III.

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

Section IV.

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

Section V.

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

Section VI.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilwoman Larkin

ORDINANCE NO. 2439

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

“AN ORDINANCE AMENDING SECTION 322-6 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED “REGULATION OF RENTAL INCREASES”

introduced on the 11th day of July, 2022, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilwoman Larkin

ORDINANCE NO. 2439

“AN ORDINANCE AMENDING SECTION 322-6 OF THE CODE OF THE BOROUGH OF
RIDGEFIELD ENTITLED “REGULATION OF RENTAL INCREASES”

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

Section I:

Section 322-6, entitled “Regulation of Rental Increases”, of the Code of the Borough of
Ridgefield be and same is hereby amended by deleting the existing language of Subsections J(1)
and J(2), “Calculation of Rental Increases Permitted to the Landlord” and replacing it with the
following:

- (1) In those rental units in which the tenant supplies and pays for the tenant’s heat, the
permitted increase shall be 2 ½%.
- (2) In those rental units in which the landlord supplies and pays for the tenant’s heat, the
permitted increase shall be 3%.

Section II.

In all other respects, the terms, conditions and provisions of Section 322-6 of the Code of
the Borough of Ridgefield are ratified and affirmed.

Section III:

Any article, section, paragraph, subsection, clause, or other provision of the Code of the
Borough of Ridgefield inconsistent with the provisions of this ordinance is hereby repealed as to
said inconsistencies and conflicts.

Section IV.

If any section, paragraph, subsection, clause, or provision of this ordinance shall be
adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to
the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this
ordinance shall be deemed valid and effective.

Section V.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Castelli

ORDINANCE NO. 2440

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

“AN ORDINANCE AMENDING SECTION 140-2 ENTITLED FEES OF CHAPTER 140 ENTITLED BUILDING CONSTRUCTION OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 8th day of August, 2022, do now pass a first reading and that said Ordinance be further considered for final passage a regular meeting to be held on the 12th day of September, 2022 at 7:00 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Castelli

ORDINANCE NO. 2440

“AN ORDINANCE AMENDING SECTION 140-2 ENTITLED FEES OF CHAPTER 140
ENTITLED BUILDING CONSTRUCTION OF THE CODE OF THE BOROUGH OF
RIDGEFIELD”

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

Section I:

Section 140-2 entitled “Fees” of the Code of the Borough of Ridgefield be and hereby is amended by eliminating the existing language under subsection entitled Zoning, which reads as follows:

Engineers escrow: Minimum for review and inspection...\$1,000

Section II:

Section 140-2 entitled “Fees” of the Code of the Borough of Ridgefield be and hereby is amended by adding to the existing language a new subsection to be entitled “Engineers Escrow for Certain Developments” as follows:

Engineers Escrow for Certain Developments: All residential developments involving new construction of a one, two, three or multi-family dwellings; and all commercial development involving the erection of a new structure, shall be required to post an engineering escrow for review and inspection in the amount of \$2,500.

Section III:

In all other respects, the terms, conditions and provisions of Section 140-2 of the Code of the Borough of Ridgefield are ratified and affirmed.

Section IV:

Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Ridgefield inconsistent with the provisions of this ordinance is hereby repealed as to said inconsistencies and conflicts.

Section V:

If any section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section VI:

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Jimenez

ORDINANCE NO. 2441

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

“BOND ORDINANCE PROVIDING FOR VARIOUS 2022 GENERAL CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,519,095 THEREFOR (INCLUDING GRANTS IN THE AGGREGATE AMOUNT OF \$160,661 FROM THE COUNTY OF BERGEN) AND AUTHORIZING THE ISSUANCE OF \$1,283,140 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF”

introduced on the 8th day of August, 2022, do now pass a first reading and that said Ordinance be further considered for final passage a regular meeting to be held on the 12th day of September, 2022 at 7:00 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Municipal Complex, 700 Shaler Boulevard and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Jimenez

ORDINANCE NO. 2441

“BOND ORDINANCE PROVIDING FOR VARIOUS 2022 GENERAL CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,519,095 THEREFOR (INCLUDING GRANTS IN THE AGGREGATE AMOUNT OF \$160,661 FROM THE COUNTY OF BERGEN) AND AUTHORIZING THE ISSUANCE OF \$1,283,140 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF”

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Borough of Ridgefield, in the County of Bergen, State of New Jersey (the “Borough”) as general capital improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$1,519,095, which is inclusive of grants from the County of Bergen Open Space, Recreation, Floodplain Protection, Farmland and Historic Preservation Trust Fund in the aggregate amount of \$160,661 (\$85,973 allocable to Willis Park pickleball court improvements (the “Willis Park Grant”) and \$74,688 allocable to Ridgefield Community Center field improvements (the “Community Center Grant” and together with the Willis Park Grant, the “Grants”), as further detailed in Section 3(a)(i) herein, and \$75,294 as the aggregate amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* (the “Local Bond Law”). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,519,095 appropriation not provided for by application hereunder of said down payments or the Grants, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,283,140 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$1,283,140 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued, include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Recreation and Parks Department</u> – Willis Park Pickleball Court Improvements Including, But Not Limited To, Court Resurfacing And Lining Improvements, Acquisition And Installation, As Applicable, Of Nets And Posts, Fencing And Benches; And Walking Path Improvements At Ridgefield Community Center Field Including, But Not Limited To, Acquisition And Installation, As Applicable Of A Gazebo, Benches, Trash Receptacles, And Tree Removal, Site Clearing And Soil Erosion And Sediment Control Improvements;	\$400,000 (includes the Grants)	\$220,000	\$19,339	15 years
(ii) <u>Public Works Department</u> – Acquisition Of A Street Sweeper And A Sanitation Truck;	\$510,000	\$484,500	\$25,500	10 years
(iii) <u>Police Department</u> – Acquisition And Installation, As Applicable, Of Various Computer Hardware And Software To Facilitate Parking Program Improvements; Communication Improvements Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Radios;	\$400,831	\$380,789	\$20,042	7 years
(iv) <u>Fire Department</u> – Communication Improvements Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Radios;	\$128,264	\$121,851	\$6,413	7 years
(v) <u>Administration</u> – Acquisition And Installation, As Applicable, Of Computer Hardware And Software; And	\$50,000	\$47,500	\$2,500	7 years
(vi) <u>Health Department</u> – Acquisition Of A Non-Passenger Vehicle.	\$30,000	\$28,500	\$1,500	5 years
Totals	<u>\$1,519,095</u>	<u>\$1,283,140</u>	<u>\$75,294</u>	

(b) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$1,283,140.

(d) The aggregate estimated cost of said improvements or purposes is \$1,519,095, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Grants in the aggregate amount of \$160,661 and the down payments available for said purposes in the aggregate amount of \$75,294.

SECTION 4. Except for the Grants, in the event the United States of America, the State of New Jersey, the County of Bergen, and/or a private entity make a contribution or grant in aid to the Borough, for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Bergen, and/or a private entity. Except for the Grants, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Bergen, and/or a private entity shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Borough shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Capital Fund of the Borough is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Fund capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Borough may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 9.46 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey

Department of Community Affairs, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,283,140 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$300,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. Unless paid from other sources, the full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission⁴ (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Borough covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after final adoption, and approval by the Mayor, as provided by the Local Bond Law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Dorsett

RESOLUTION NO. 188-2022

WHEREAS, at the July 11, 2022 meeting, the Mayor and Council of the Borough of Ridgefield adopted a resolution requesting that the Planning Board undertake a study to determine whether the property commonly known as Block 503, Lot 1 on the tax map of the Borough of Ridgefield (commonly known and referred to hereafter as “the Pfister Property”) is an area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-5*; and

WHEREAS, it was subsequently determined that by virtue of Resolution No. 145-216 adopted on March 29, 2016 the Pfister Property was previously designated as an area in need of redevelopment; and

WHEREAS, that designation has never been modified or rescinded; and

WHEREAS, it is therefore not necessary to conduct a study to determine whether or not the Pfister Property is an area in need of redevelopment;

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

1. Resolution No. 145-216, designating and determining that the Pfister Property is an area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-5* is hereby ratified and affirmed.
2. To the extent that the provisions of Resolution No. 187-2022 directed the Planning Board to conduct a study to determine whether or not the Pfister Property was an area in need of redevelopment, same be and hereby is rescinded.
3. The Mayor and Council hereby authorizes and directs the Borough’s professional planner, DMR Architects, to prepare a redevelopment plan for the Pfister Property and upon completion of same, transmit its proposal to the Mayor and Council pursuant to the provisions of *N.J.S.A. 40A:12A-7(f)*.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilwoman Larkin

RESOLUTION NO. 189-2022

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

JOSEPH ESPINAL

be hired as summer playground counselor effective July 11, 2022 at the rate of \$12.00 per hour;
and

ALEK BERBEROGLU

be hired as summer playground counselor effective July 27, 2022 at the rate of \$12.00 per hour.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Mayor Suarez

RESOLUTION NO. 190-2022

WHEREAS, the Borough of Ridgefield has entered into a three year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of 1974; and

WHEREAS, said Agreement requires that the Borough Council to appoint a representative and alternate and that the Mayor appoint a representative and alternate for the FY 2022-2023 term starting July 1, 2022 and ending on June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council hereby appoints Russell Castelli as its representative and Ray Penabad as its alternate and that the Mayor hereby appoints Hugo Jimenez as his representative and James Kontolios as his alternate to serve on the Community Development Regional Committee for FY 2022-2023; and

BE IT FURTHER RESOLVED that an original, certified copy of this resolution be immediately emailed and sent via postage to Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, Fourth Floor; Hackensack, New Jersey 07601 | resposito@co.bergen.nj.us as soon as practicable and no later than Friday, August 12, 2022.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Castelli

RESOLUTION NO. 191-2022

WHEREAS, there is a need for Professional Services in connection with the electrical design and project oversight relative to the installation of Electric Vehicle (EV) Charging Stations at the Borough's new municipal complex within the Borough of Ridgefield; and

WHEREAS, there is a need for Professional Services in connection with the electrical and plumbing design of the proposed Landscape Area Irrigation System at the Borough's new municipal complex within the Borough of Ridgefield; and

WHEREAS, DMR Architects, PC, 777 Terrace Avenue, 6th Floor, Hasbrouck Heights, NJ 07604, has submitted proposals dated May 18, 2022 and July 1, 2022, respectively for such Services; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to award a Professional Service Agreement with DMR Architects, PC for Professional Services in connection with the electrical design and project oversight relative to the installation of Electric Vehicle (EV) Charging Stations for an amount not to exceed \$5,000.00.

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to award a Professional Service Agreement with DMR Architects, PC for Professional Services in connection with the electrical and plumbing design of the proposed Landscape Area Irrigation System for an amount not to exceed \$3,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and the Borough Clerk be and hereby are authorized and directed to execute the Professional Services Agreements with DMR Architects, PC as required by law.

BE IT FURTHER RESOLVED, that funding is available in the capital budget in the Improvement Authorization 04-2150-55-2372-001 in an amount not to exceed \$8,500.00 as certified by the Chief Financial Officer; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Castelli

RESOLUTION NO. 192-2022

WHEREAS, the State of New Jersey Department of Community Affairs has offered to enter into a State Local Cooperative Housing Inspection Program; and

WHEREAS, this is similar to a program that has been entered into in prior years in which the Borough of Ridgefield agrees to inspect multiple dwellings on behalf of the Department of Community Affairs; and

WHEREAS, this agreement is in the best interests of the Borough of Ridgefield;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the State Local Cooperative Housing Inspection Program Agreement, be and hereby is approved, and the Mayor be, and hereby is, authorized and directed to execute same on behalf of the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 193-2022

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c.16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six (6) marketplace classes of licensed cannabis businesses, specifically including a Class 2 Cannabis Manufacturing license; and

WHEREAS, Section 31a of the Act authorizes municipalities to adopt by ordinance the number of Class 2 Cannabis Manufacturing licenses that will be available in a municipality; and

WHEREAS, on February 28, 2022 the Borough of Ridgefield adopted Ordinance #2425 (the “Ordinance”), which established that 2 Class 2 Manufacturing Cannabis licenses would be available for a cannabis establishment to operate within the Borough of Ridgefield; and

WHEREAS, the Ordinance further established that the Cannabis licensee would be required to site his, her or its establishment within a designated area of the Borough of Ridgefield; and

WHEREAS, following the adoption of the Ordinance, the Borough of Ridgefield received a substantial number of inquiries from prospective licensees regarding the process for obtaining municipal support for a Cannabis establishment to operate within the Borough of Ridgefield, and in response the Borough of Ridgefield asked all those who had so inquired to provide the Borough of Ridgefield with information that would allow it to conclude that a prospective licensee is ready, willing and able to operate a successful and safe cannabis business within the Borough of Ridgefield; and

WHEREAS, the Borough of Ridgefield received a number of responses and upon review of same, the Borough Council is prepared to issue a resolution of municipal support to the prospective licensee as named herein.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, in the County of Bergen, in State of New Jersey as follows:

1. The above recitals are hereby incorporated as if restated herein in full.
2. The Mayor and Council of the Borough of Ridgefield find and determine that Budz Lightyear Recreational Grow, LLC has presented the Borough of Ridgefield with sufficient evidence that if it is granted a Class 2 Manufacturing Cannabis License, it will have control of a lawful site within an approved zone, and further has provided documentation reflecting that it is ready, willing and able to operate a successful and safe cannabis business within the Borough of Ridgefield.
3. The Borough of Ridgefield has set a limit of 2 of Class 2 Manufacturing licenses under the Ordinance. The issuance of a Class 2 Manufacturing license to Budz Lightyear Recreational Grow, LLC by the Cannabis Regulatory Commission would not exceed that limit.
4. The Mayor and Council of the Borough of Ridgefield formally express their support for Budz Lightyear Recreational Grow, LLC with respect to its application to the New Jersey Cannabis Regulatory Commission for a Class 2 Manufacturing Cannabis License.
5. Nothing in this Resolution shall preclude the Mayor and Council from issuing additional resolutions of municipal support to other applicants, to the extent that may be permissible under the regulations promulgated by the Cannabis Regulatory Commission, nor shall it limit the Mayor and Council's authority with respect to any request for input from the Cannabis Regulatory Commission as to their preferred licensee.
6. Nothing in this Resolution is intended to affirm that Budz Lightyear Recreational Grow, LLC will ultimately be granted a license from the Borough of Ridgefield to operate a cannabis business within the Borough of Ridgefield, as evidence of compliance with the Borough of Ridgefield's laws and regulations will be required to be demonstrated by the applicant at the appropriate time.
7. A certified copy of this resolution shall be provided to the appropriate representatives of Budz Lightyear Recreational Grow, LLC.
8. This Resolution shall take effect immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 194-2022

WHEREAS, the State Health Benefits Program (SHBP), governed by N.J.S.A. 52:14-17.25 et seq., offers medical, prescription drug, and dental coverage to qualified State and participating local government public employees, retirees, and eligible dependents; and

WHEREAS, all SHBP plans are self-funded meaning that the money paid out for benefits comes directly from a SHBP fund supplied by the State, participating local employers, and member premiums; and

WHEREAS, the Division of Pensions and Benefits is responsible for the daily administrative activities of the SHBP, the State Health Benefits Commission is the executive organization responsible for overseeing the SHBP; and

WHEREAS, the State Health Benefits Commission, comprised of state officials and union representatives, annually consider the calendar year premium levels for the Local Government Employer Group of the SHBP based on recommendations found in the Rate Setting Recommendation Analysis of the Local Government Employee Group; and

WHEREAS, the preliminary rate increase for the 2023 Local Government Employer Group is 22.8%, which includes a 21.6% increase for Active, a 13% increase in Early Retiree, and a 0.7% increase for Medicare Retiree; and

WHEREAS, subsequent news accounts has Department of Treasury noting “rates for active members and early retirees would likely be increase between 12-20% across the various plans for the upcoming year”; and

WHEREAS, such proposed exorbitant rate increases will fall upon the local property taxpayer along with the local public employees at a time where there is record inflation, and

WHEREAS, the proposed premium increase for most active employees will take thousands more out of their paychecks annually and lead to huge costs for local governments that will translate into higher property tax bills for struggling families; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Ridgefield in the County of Bergen call up the State Health Benefit Commission to reconsider the rate increase and strike a rate increase that is appropriate in the current economic conditions; and

BE IT FURTHER RESOVLED, that the governing body of the Borough of Ridgefield in the County of Bergen urge the legislature to adopt legislation expanding the composition of the

State Health Benefits Commission to include representatives from both municipal and county government management; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Murphy, State Treasurer Muoio, Senate President Scutari, Assembly Speaker Coughlin, Senator Sarlo, Assemblyman Calabrese, Assemblyman Schaer, and New Jersey State League of Municipalities.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Castelli

RESOLUTION NO. 195-2022

WHEREAS, the Borough of Ridgefield received a CDBG Year 47 (2021) (“Community Development Block Grant”) Roadway Improvement Grant for Bryant Place in the amount of \$83,000.00; and

WHEREAS, bids were solicited and duly advertised by the Borough of Ridgefield on July 20, 2022 for the CDBG Year 47 (2021) Roadway Improvement Grant for resurfacing of Bryant Place; and

WHEREAS, bids were received on July 20, 2022 at 10:00 a.m. and reviewed by a bid committee consisting of Carl O’Brien, of Colliers Engineering & Design and Frank Elenio, Purchasing Agent; and

WHEREAS, the results from the bid opening were as follows:

	Base Bid
American Asphalt & Trucking	\$122,216.66
4 Clean Up Inc.	\$321,343.81
Your Way Construction Inc.	\$137,237.03
D & L Paving Contractors	\$149,469.50
AJM Contracting Inc.	\$149,985.00
DLS Contracting Inc.	\$155,957.50

WHEREAS, after careful review and analysis, the Bid Committee recommends that a contract be awarded to American Asphalt & Trucking, 818 Summer Avenue, Newark, NJ 07104 as the lowest responsible bidder for the base bid; and

WHEREAS, sufficient funds are available in Account Number 04-2150-55-2433-002 in an amount not to exceed \$122,216.66, as certified by the Chief Finance Officer; and

WHEREAS, Colliers Engineering & Design, in a letter dated July 21, 2022 recommends that a contract be awarded to American Asphalt & Trucking.; and

BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Ridgefield that a contract for the CDBG Year 47 (2021) Roadway Improvement in an amount not to exceed \$122,216.66 be awarded to American Asphalt & Trucking, 818 Summer Avenue, Newark, NJ 07104; and

BE IT FURTHER RESOLVED, that said bidder be required to execute and deliver the contract bond and other documents as set forth in the specification under with the bid was made within the time period therein specified, and thereupon the Mayor and Borough Council are hereby authorized to execute such a contract; and

BE IT FURTHER RESOLVED, that a duly executed copy of the contract be filed with the office of the Borough Clerk.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Castelli

RESOLUTION NO. 196-2022

WHEREAS, there is a need for Civil Engineering Services for construction administration services for the proposed municipal complex within the Borough of Ridgefield; and

WHEREAS, Colliers Engineering & Design, Inc., 400 Valley Road, Suite 304, Mount Arlington, NJ 07856 was awarded the contract as Borough Engineer Resolution 6-2022; and

WHEREAS, Colliers Engineering & Design, Inc. was approved to provide the construction administration services on November 23, 2020, Resolution 241-2020 through March 2022; and

WHEREAS, additional construction administration services are necessary for the completion of the municipal complex; and

WHEREAS, Colliers Engineering & Design's has submitted a proposal dated June 13, 2022 for the extended construction administration services in the amount of \$24,000.00; and

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

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Maser Consulting P.A. as required by law.
2. The within contract has been awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4, et. seq.*
3. A notice of this action shall be printed in *The Record* and/or www.ridgeifeldnj.gov.

BE IT FURTHER RESOLVED, that funding is available in account number 04-2150-55-2372-001 in an amount not to exceed \$24,000.00 as certified by the Chief Finance; and that a duly executed copy of this resolution will be filed in the Office of the Borough Clerk.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Castelli

RESOLUTION NO. 197-2022

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Collective Bargaining Agreement with the Employees of the Department of Public Works as attached is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with the Employees of the Department of Public Works.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOROUGH OF RIDGEFIELD

and

THE EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

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PREAMBLE

THIS AGREEMENT executed this . day of _____, 2022, 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 negotiations agent for all permanent full-time employees employed with 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 separated collective bargaining agreements for each category.

ARTICLE II

TERMS OF AGREEMENT

This Agreement is effective as of January, 1 2021, and shall end on December 31, 2023. 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 a 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 expiration of the six (6) month training period, 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 SUPERINTEDENT and/or his supervisory personnel with the exception that as to mechanical work normally performed by the machine, 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 labor, first consideration shall be given to sanitation assigned workers based on seniority.

ARTICLE IV

WAGES

1. Commencing January 1, 2021, each employee of the DEPARTMENT, regardless of classification, and provided the employee has been an employee of the DEPARTMENT

for at least one (1) continuous year, and provided further that the employee is in BOROUGH's employ as of December 31, 2020, shall receive the following salary increase on the employee's base pay:

- a. Effective January 1, 2021, members of the unit shall receive a \$2,500 step up and base salaries of the unit members shall be increased by two and one quarter (2.25%) percent after \$2,500 step up.
 - b. Effective January 1, 2022, members of the unit shall receive a \$2,500 step up and base salaries of the unit members shall be increased by two and one quarter (2.25%) percent after \$2,500 step up.
 - c. Effective January 1, 2023, base salaries of the unit members shall be increased by two and one half (2.5%) percent.
 - d. Any person hired on or after January 1, 2021 shall receive a starting salary of \$32,500.
 - e. Any person hired on or after January 1, 2022 shall receive a starting salary of \$35,000.
2. In addition to the base salary and commencing as of January 1, 2017, each unit member covered under this Agreement shall receive salary increases based upon the member's length of service with the Borough in accordance with the following schedule:
- a. 1st year of employment - \$1,000.00 increase on base pay.
 - b. 2nd year of employment - \$1,000.00 increase on base pay.
 - c. 3rd year of employment - \$1,000.00 increase on base pay.
 - d. 20th year of employment - \$1,000.00 increase on base pay.

This shall be based upon the date the unit member was hired. Existing employees as of January 1, 2021 will receive the above salary increases based on their current length of employment.

3. In addition to the base salary and commencing as of January 1, 2022 any unit member that obtains a Certified Pool Operator Certificate and/or a Bus Driver Endorsement will receive a one-time salary adjustment in the amount of \$1,500 for each designation.

ARTICLE V

LONGEVITY

1. In recognition of many years of service to the Borough, the following longevity schedule will apply for current employees who commenced their employment with the Borough prior to January 1, 2015. On completion of the:

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

15th year of employment – 2% additional pay on base pay

20th year of employment – 2% additional pay on base pay.

Longevity shall be computed as of the day the employee was hired. Any employee hired after May 1, 2016 shall not be eligible for, and shall not receive, any longevity pay.

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 the 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 the 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 the 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 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 of 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 the 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 an 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 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 less than five (5) days shall submit acceptable medical evidence for any additional sick leave 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 a weekly or bi-weekly period 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 of their sick leave will not receive any further sick leave or compensation in lieu thereof, until same has been accumulated and earned by employee's

subsequent service. Sick leave will be credited on the first day 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 accumulated sick time.

ARTICLE VII

VACATIONS

1. As per Borough Ordinance No. 1240, an employee shall be entitled to vacation as follows:
 - a. Upon completion of the first full year of continuous employment through and including the fifth (5th) full year of continuous employment, ten (10) working days.
 - b. Upon completing the fifth (5th) full year of continuous employment through and including the tenth (10th) full year of continuous employment, fifteen (15) working days.
 - c. Upon completing the tenth (10th) full year of continuous employment through and including the fifteenth (15th) full year of continuous employment, twenty working days.
 - d. Upon completing the fifteenth (15th) full year of continuous 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 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. 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 priority for vacation.

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

7. An employee who is terminated by the BOROUGH because of work force reduction 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) unused vacation time from any given calendar year to the following year, to be used by March 31 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 an employee. Employees must work regularly scheduled working days both before and after a paid holiday in order to receive holiday pay, unless the absence is excused (i.e., a planned vacation, personal, floating holiday, or medically excused sick day.) Employees are entitled to three (3) floating holidays per year.

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 not subject to approval or notice, however, a personal day cannot be used before or after a paid holiday unless planned in advance.

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 will also receive holiday pay. In order for an employee to be eligible for holiday pay, as discussed above in Article VIII, the employee 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 (1½) 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. 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, 2017, each employee will be granted a uniform allowance in the amount of Six Hundred Dollars (\$600.00) per year to be utilized as follows: (1) the DEPARTMENT shall purchase the uniforms in the amount of Three Hundred and Seventy-Five Dollars (\$375.00) per year; and (2) each employee shall utilize Two Hundred and Twenty-Five Dollars (\$225.00) per year for clothing maintenance. The purchase of uniforms will be the responsibility of the Department.

3. The SUPERINTENDENT shall order an employee whose uniform appearance falls 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 two (2) paid 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, 2017, replacement of safety shoes will be reimbursed

by the BOROUGH to the employee at the rate of One Hundred and Twenty-Five Dollars (\$125.00).

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. Effective May 3, 2018, 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 employee 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 fro 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 Statues 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) 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 Dollars (\$500.00).

D. Throughout the term of this Agreement, employees shall continue to make health benefit contributions in accordance with the reforms set forth in Chapter 78, P.L. 2011.

E. Any employee electing to be insured with a Horizon Direct 15 (or equivalent) plan, or higher, will receive an additional \$250.00 stipend per year.

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, except where the employee acts outside the scope of his employment, acts with gross negligence, acts with recklessness or engages in willful misconduct

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 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 with 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.

Effective January 1, 2017, an employee's probationary period will be eighteen (18) months.

ARTICLE XXII

SAFETY COMMITTEE

The BOROUGH and the DEPARTMENT shall establish a safety committee consisting of the number of members designed 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. In addition, employees will receive a \$3,000.00 increase in their base salary upon obtaining their initial 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.

Each employee in possession of a CDL license shall be subject to random drug and alcohol testing in accordance with the policy attached hereto.

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 or 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. Grievances against the SUPERINTENDENT shall be filed directly with the Borough Administrator or Borough Clerk in accordance with STEP TWO below.

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 the Borough Administrator, the SUPERINTENDNET. 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 employee may seek resolution at STEP FIVE.

7. **STEP FIVE:** If the grievance is not satisfactorily resolved at STEP FOUR, then the employee 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.

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 Ridgefield, Bergen County, New Jersey, on the date first above written.

DEPARTMENT OF PUBLIC WORKS

BOROUGH OF RIDGEFIELD

By: _____

By: _____
Anthony R. Suarez, Mayor

Dated:

Dated:

By: _____

By: _____
Linda Silvestri, Borough Clerk

Dated:

Dated:

By: _____

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.

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting August 8, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 198-2022

BE IT RESOLVED, that warrants totaling **\$7,801,025.56**
be drawn on the following accounts:

CURRENT	\$5,866,507.82
TRUST	\$179,005.43
CAPITAL	\$1,792,224.78
POOL	\$63,283.33
DOG LICENSE	\$4.20
TOTAL	\$7,901,025.56

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk