

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: July 11, 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

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

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
	Mayor Suarez	
Castelli		
Penabad		
Jimenez		
Kontolios		
Larkin		
Dorsett		

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

Introduction of Ordinance No. 2439 entitled, “AN ORDINANCE AMENDING SECTION 322-6 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED “REGULATION OF RENTAL INCREASES”

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.

- | | | |
|----------|---------------------|--------------------------------------------------------------|
| 176-2022 | Councilman Castelli | 2022-2024 Snow Plowing Agreement with County of Bergen |
| 177-2022 | Councilman Penabad | DCA Grant Application for Fire Department Protective Gear |
| 178-2022 | Councilman Jimenez | Redemption of Tax Title Lien #22-009 |
| 179-2022 | Councilman Jimenez | Redemption of Tax Title Lien #22-001 |
| 180-2022 | Councilwoman Larkin | Increase Rate of Pay-L. Muccia |
| 181-2022 | Councilman Castelli | Shared Services Agreement-Maintenance and Repair of Vehicles |
| 182-2022 | Councilman Castelli | Approve DPW Collective Bargaining Agreement |
| 183-2022 | Councilman Castelli | Approve REA Collective Bargaining Agreement |
| 184-2022 | Councilwoman Larkin | Hire Additional Summer Playground Personnel |
| 185-2022 | Councilman Castelli | Appointing Redeveloper of 604 Broad Avenue |

COUNCIL VOTE

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

RESOLUTIONS:

186-2022 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 July 11, 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 July11, 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 July 11, 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 first reading and that said Ordinance be further considered for final passage a regular meeting to be held on the 8th day of August, 2022 at 7:00 PM or as soon thereafter as the matter may be reached at a regular meeting of the Borough Council to be held at the Community Center, 725 Slocum Avenue and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting 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 July11, 2022

Presented by Councilman Castelli

RESOLUTION NO. 176-2022

WHEREAS, the County of Bergen wishes to contract with the Borough of Ridgefield to have the Borough plow certain county roads during times of snow fall; and

WHEREAS, the Borough has previously participated in the same arrangements for prior years; and

WHEREAS, the agreement is for a two-year duration, commencing the snow season for 2022-2024; and

WHEREAS, it is in the best interests of the Borough to enter into the agreement with the County in the form annexed hereto;

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

1. The Mayor and Council do hereby approve the attached agreement with the County of Bergen for snowplowing services.
2. The Mayor and Borough Clerk be, and they hereby are, authorized and directed to execute the agreement on behalf of the Borough of Ridgefield.
3. The Borough Clerk be, and she hereby is, authorized and directed to forward the agreement to the appropriate county official for signature once it has been signed by the Mayor.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilman Penabad

RESOLUTION NO. 177-2022

WHEREAS, the Borough of Ridgefield desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$75,000.00 to carry out a project to purchase protective gear for the Ridgefield Fire Department;

BE IT THEREFORE RESOLVED,

- 1) that the Mayor and Council of the Borough of Ridgefield does hereby authorize the application for such a grant; and,
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Ridgefield and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

I, Linda M. Silvestri, Clerk of the Borough of Ridgefield hereby certify that at a meeting of the Governing Body held on July 11, 2022 the above resolution was duly adopted.

Linda M. Silvestri, Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 178-2022

WHEREAS, Rosa Tubito, representing RNL, LLC, have deposited a check in the amount of \$6,035.98 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 22-009, Block 2701 Lot 4, further known as 521 Morse Ave., sold to ROTHMAN REALTY CORP PROFIT SHARING and whereas \$45,100.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$6,035.98 from the Suspense Account and a check for \$45,100.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$6,035.98 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$45,100.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to: ROTHMAN REALTY CORP PROFIT SHARING and be mailed to 411 Grand Ave., Englewood, NJ 07631.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 179-2022

WHEREAS, Carmela Ventre, have deposited a check in the amount of \$21,515.02 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 22-001, Block 104 Lot 8, further known as 771 Norman Road., sold to ROTHMAN REALTY CORP PROFIT SHARING and whereas \$90,900.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$21,515.02 from the Suspense Account and a check for \$90,900.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$21,515.02 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$62,000.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to: ROTHMAN REALTY CORP PROFIT SHARING and be mailed to 411 Grand Ave., Englewood, NJ 07631.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilwoman Larkin

RESOLUTION NO. 180-2022

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield with the recommendation of the Youth Commission that the nightly rate of:

LINDA MUCCIA

be increased to \$55.00 per 3 hour shift effective July 14, 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 July 11, 2022

Presented by Councilman Castelli

RESOLUTION NO. 181-2022

WHEREAS, the Borough of Ridgefield has a need for mechanical services for the repair and maintenance of its fleet of vehicles; and

WHEREAS, the Borough of Paramus has offered, through a Shared Services Agreement, to provide such services to the Borough of Ridgefield; and

WHEREAS, the parties have negotiated the terms and provisions of a certain Shared Services Agreement by which the Borough of Paramus would provide mechanical and maintenance services for the Ridgefield fleet of vehicles; and

WHEREAS, such an agreement would be in the best interests of both the Borough of Ridgefield and the Borough of Paramus;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and the Borough Clerk be, and they hereby are, authorized and directed to enter into a Shared Services Agreement with the Borough of Paramus in the form as attached hereto, and further that a copy of the agreement be forwarded to the Division of Local Government Services in the Department of Community Affairs for informational purposes once it has been fully executed by both parties.

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 Councilman Castelli

RESOLUTION NO. 182-2022

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 SUPERINTENDENT 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 14, 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, 2022 shall receive a starting salary of \$32,500.
 - e. Any person hired on or after January 1, 2023 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, 2017 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 and \$1,000 increase 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.

2. Notwithstanding the foregoing, employees who commenced their employment with the Borough prior to January 1, 2015, that would otherwise be eligible for the longevity pay described above may elect to waive the longevity pay and instead elect to receive a \$1,000.00 increases in base pay for three (3) consecutive years, as described in Article IV, section 2. Any employee making this election must provide a written waiver of longevity pay signed by the employee and a representative of the Department.

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.

9. Effective January 1, 2006, and continuing thereafter, employees who wish to "cash out" accumulated sick leave may do so in December of any calendar year. Accumulated sick leave will be "cashed out" at the rate of one (1) day for every three (3) accumulated days. No employee may "cash

out” more than ten (10) sick days in any calendar year. Employees who wish to “cash out” accumulated sick leave must comply with the following requirements:

- a. The employee must give written notice of that intent to the SUPERINTEDENT and the BOROUGH'S Payroll Department; and
- b. The employee must maintain a minimum number of sick days in an amount to be determined by the Department of Public Works Employees Association.

ARTICLE VII

VACATIONS

1. As per Borough Ordinance No. 1240, an employee shall be entitled to 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 year or 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 for the employees covered by this Agreement. Such coverage shall take effect only after the exhaustion of all sick leave due an employee and shall be paid at the same rate provided by the Statutes of the State of New Jersey and for the same duration as provided by the ordinances of the Borough of Ridgefield.

ARTICLE XVIII

MEDICAL, DENTAL, EYE CARE

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

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

C. Eye Care Plan: The BOROUGH agrees to reimburse employees covered by this contract for all eye care expenses for said employee and their families. Eye care expenses shall include, but not be limited to, all expenses related to eye examination and prescription related to the eyes, eyeglasses, frames, lenses, etc. The BOROUGH'S total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred and Fifty Dollars (\$250.00) 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 SUPERINTENDENT. If the grievance is not resolved satisfactorily at STEP TWO, the employee may seek review at STEP THREE.

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

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilman Castelli

RESOLUTION NO. 183-2022

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Collective Bargaining Agreement with the Ridgefield Employees Association 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 Ridgefield Employees Association.

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

A G R E E M E N T
B E T W E E N
B O R O U G H O F R I D G E F I E L D
A N D
R I D G E F I E L D E M P L O Y E E S A S S O C I A T I O N

January 1, 2022 through December 31, 2024

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Article I - PREAMBLE

This Agreement, made this _____ day of _____, 2022 by and between the **BOROUGH OF RIDGEFIELD**, in the county of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the “BOROUGH”), and the **RIDGEFIELD EMPLOYEES’ ASSOCIATION** (hereinafter referred to as the “Association”).

Article II - RECOGNITION

The Borough recognizes the Association as the exclusive representative for the purpose of collective negotiations, on behalf of all Employees of the Borough as set forth in the Certification of Representative issued by the State of New Jersey, Public Employment Relations Commission, on May 6, 1991, Docket Number RO-91-147.

Article III - NO STRIKE OR LOCKOUT PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough’s Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement, neither the Association 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.
- C. There shall be no lockouts of the Employees by the Borough.

Article IV - AGENCY SHOP

- A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment with the Borough, and any permanent Employee previously employed within the unit who does not join within ten (10) days of the re-entry into employment with the unit, shall, as a condition of employment, pay a representative fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85) percent of the regular Association membership dues, fees and assessments as certified to the Borough by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments.

The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Borough.

- B. The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Association under this Article.

Article V - NON-DISCRIMINATION

Neither the Borough nor the Association shall discriminate against any Employee because of race, creed, religion, color, age, sex, national origin or handicap.

Article VI - WORK WEEK AND OVERTIME

- A. The normal work week for all clerical and secretarial Employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday. Such employees shall be entitled to two (2) fifteen-minute coffee breaks during their work day, one in the morning and one in the afternoon.
- B. All Employees shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate after seven (7) hours on any regular work day or after thirty-five (35) hours during the week.

Employees who are required to work on holidays shall receive their regular holiday pay plus time and a half.

Employees who are required to work on Saturdays or Sundays shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate.

- C. Recall. All Employees shall be paid a two (2) hour minimum at the prescribed overtime rate of pay when called out at times other than their regularly-scheduled hours of duty. This shall not apply when such extra duty hours are contiguous to their normal work schedule.
- D. Compensatory time. In lieu of overtime, all Employees covered by this Agreement may, at his or her option, with the prior consent of the Employer, elect to receive compensatory time at the same rates as hereinabove set forth with respect to overtime pay.

Article VII - SALARIES

- A. Effective January 1, 2022 each current Employee who has been employed for one (1) year at that time shall receive a salary increment of \$2,500 plus two and a quarter percent (2.25%) above the base salary that such Employee was receiving as of December 31, 2021, inclusive of the \$2,500 salary increment granted effective January 1, 2022.
- B. Effective January 1, 2023, each current Employee who has been employed for one (1) year at that time shall receive a salary increment of \$2,500 plus two and a quarter percent (2.25%) above the base salary that such Employee was receiving as of December 31, 2022, inclusive of the \$2,500 salary increment granted effective January 1, 2023.
- C. Effective January 1, 2024, each current Employee who has been employed for one (1) year at that time shall receive a salary increment of two and a half percent (2.5%) above the base salary that such Employee was receiving as of December 31, 2023.
- D. Any person hired on or after January 1, 2022 shall receive a starting salary of \$32,500.
- E. Any person hired on or after January 1, 2023 shall receive a starting salary of \$35,000.
- F. Any Employee who has been employed for less than one (1) year as of January 1 in any of the above years shall receive his or her next salary increment on the January 1 immediately following the said anniversary date of employment.
- G. In addition to the base salary and commencing as of January 1, 2022, each Employee covered under this Agreement shall receive longevity payments based upon the Employee's length of service with the Borough in accordance with the following schedule:

On completion of the:

1st year of employment - \$1000.00 increase on base pay.
5th year of employment - \$1000.00 increase on base pay.
10th year of employment - \$1000.00 increase on base pay.
15th year of employment - \$1000.00 increase on base pay.
20th year of employment - \$1,000.00 increase on base pay.
25th year of employment- \$2,000.00 increase on base pay

This shall be based upon the date the Employee was hired.

Article VIII - SICK LEAVE

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

1. Sick leave credit earned by an Employee in the Borough shall accrue at the rate of ten (10) days per year of continuous employment or prorated as two and one-half (2-1/2) days per every three months.

2. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the Employee warrants such case.

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

B. 1. 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 days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the Employee has been under the care of the physician. At the request of the Borough or Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the Borough or Department Head, at their request, may require any Employee to be examined by a licensed physician. The parties further acknowledge that the Borough reserves the right to waive such requirement and to require any Employee to be examined by a physician designated by the Borough in order to have the Employee certified as fit for duty before the Employee may return to work.

2. An Employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit applicable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature

requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

3. During protracted periods of illness, the Borough may require interim reports on the condition of the Employee on weekly or biweekly periods from the attending physician. A certificate of a reputable physician in attendance shall be required if sufficient proof of need of leave of absence of the Employee or the need of the Employee's attendance upon a member of the immediate family. In case of leave of absence due to a contagious disease, a certificate from the Borough Department of Health shall be required. In the case of recurring or chronic illness, a doctor's certificate may be required once every six (6) months when an Employee is absent because of same.
- C. Employees having exhausted all their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the Employee's subsequent service.
 - D. Abuse of sick leave shall be cause of disciplinary action.
 - E. Severance of employment prior to the use of all or any part of such sick leave terminates all right for compensation hereunder.
 - F. Upon retirement from a Retirement System, Employees are entitled to be paid at the rate of one (1) day for every three (3) days of accumulated sick time. The calculation of the accumulated sick time shall be based on the base pay for the daily rate of pay for the year in which the retirement occurs. The calculation of the per diem rate for the sick days shall be as follows:

Yearly Base Salary
Total Salary/26 pays = Bi-weekly Salary
Bi-weekly Salary/70 hours = Hourly Rate
Hourly rate x 7 hours = Rate of pay per day

For Example:

\$35,000.00
 $\$35,000/26 = \$1,346.15$
 $\$1,346.15/70 = \19.23
 $\$19.23 \times 7 = \134.62
 $\$134.62 = \text{Rate of pay per day}$

Article IX - VACATIONS

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

1. During an Employee's first year of service with the Borough, the Employee shall earn and accumulate vacation time at the rate of one (1) day for each thirty (30) days of continuous service, subject to a maximum of five (5) working days during the first year of employment. No vacation may be used by an Employee until that Employee shall be in the Borough service for one hundred eighty (180) days.
2. Upon completion, on the anniversary date, of an Employee's first (1st) continuous year of service, the Employee shall be entitled to ten (10) working days' vacation.
3. Upon completion, on the anniversary date, of an Employee's fifth (5th) continuous year of service, the Employee shall be entitled to fifteen (15) working days' vacation.
4. Upon completion, on the anniversary date, of an Employee's tenth (10th) continuous year of service, the Employee shall be entitled to twenty (20) working days' vacation.
5. Upon completion of the fifteenth (15th) continuous full year of employment and every year thereafter, the Employee shall be entitled to twenty-five (25) working days' vacation.
6. As set forth above, accumulation of vacation time shall be measured and computed by using each Employee's starting employment date with the Borough and not against a calendar year. Up to 5 days of vacation days may be accrued but such accrued vacation days must be taken or lost if not utilized by April 1st of the next following calendar year.

B. Arrangements for dates of vacation periods will be made by the Department Head so that leaves will not conflict with the proper performance of duty. Seniority which is defined as continuous employment with the Borough from the date of the last hire, shall be given due consideration by the Department Head in determining preference for vacation.

C. Vacations shall be based on anniversary of employment dates, that is, the date on which Employee is hired.

- D. Any Employee who terminates his or her employment of his or her own will, prior to completion of his or her anniversary date of his or her employment shall not receive any portion of that year's vacation benefit.
- E. If an Employee is terminated by the Borough because of reduction of work force, said Employee shall be entitled to a pro-rated amount of vacation pay, based on the time spent on employment that year.
- F. 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.

Article X - 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 without working on those days designated as holidays by the Mayor and Council, which designation shall be in total conformity with the holiday schedule for full time municipal employees. Holiday pay shall not be accumulated by any employee. In addition to the days designated as holidays by the Mayor and Council, each employee covered by this Agreement shall have a half day closing Christmas Eve as long as Christmas Eve falls during the work week. Employees must work the day before and the day after a holiday in order to receive holiday pay unless using a scheduled, approved vacation or personal day. However, in addition to the foregoing, Employees are entitled to two (2) floating holiday per year.

Article XI - PERSONAL DAYS

Each full-time Employee covered by this Agreement shall receive three (3) personal days off each year for which he or she shall receive a full day's pay at seven (7) hours straight time without working. The Employee shall notify the Department Head within 48 hours' time prior to using his or her personal days. Personal days may not be accumulated by any Employee.

Article XII – FUNERAL LEAVE

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

Article XIII- GRIEVANCE PROCEDURE

- A. Definition. The term "grievance," as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and

may be presented by an individual Employee, group of Employees, or the Association.

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

Step One:

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his decision.

Step Two:

If a grievance is not resolved at Step One, the moving party may, within five (5) working days of receipt of the answer, in Step One, submit the written grievance to the Borough Clerk, who shall give her answer within five (5) working days of the presentation of the grievance in Step Two.

Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough Clerk, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the Governing Body shall be made not later than twenty-one (21) working days after receipt of the appeal.

Step Four:

- (1) In the event the grievance has not been resolved at Step Three, the Association may, within seven (7) working days, request arbitration. The arbitrator shall be chosen in accordance with the Rules and Procedures of the Public Employment Relations Commission of the State of New Jersey.
- (2) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented and involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- (3) The costs of the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expense incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(4) The decision of the arbitrator shall be final and binding.

- C. Failure by the Borough at any Step of the Grievance Procedure to communicate its written decision on a grievance within the specified time period shall permit the aggrieved to proceed to the next Step. Failure at any Step of the Grievance Procedure to appeal a grievance to the next Step within the specified time period shall be deemed an acceptance of the decision rendered at that Step. The time limits set forth herein may be extended by mutual agreement in writing.

Article XIV - DATA FOR FUTURE BARGAINING

- A. The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.
- B. 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 Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, and other data of a similar nature.
- C. The Borough shall incur no additional expenses by virtue of this Article. This Article shall not apply to any attorney-client work product.

Article XV- PERSONNEL FILES

- A. A personnel file shall be maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Borough Human Resources Director.
- B. Upon advance notice and at reasonable times, any Employee may review his or her personnel file. However, this appointment for review must be made through the Human Resources Director or her designated representative at times mutually convenient.
- C. Whenever a written complaint concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him or her and he or she shall be given the opportunity to rebut it if he or she so desires; and he or she shall be permitted to place such rebuttal in his or her file.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except as hereinafter set forth.

Article XVI- POSTING OF POSITIONS

Upon the occurrence of any vacancy in an existing position covered by this Agreement or the creation of a new position, such position shall be posted and current Employees shall be given a reasonable opportunity to bid thereon before same is offered to a non-current new employee. Nothing herein shall be construed as a requirement that the Borough offer an existing position to an interested, current Employee before offering the position to someone else. However, when all qualifications for the position are equal, current employees shall be given preference.

Article XVII - WORK-INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-incurred or work connected injury or disability, the said Employee shall be entitled to all benefits accruing under the provisions of the Workers Compensation Act as provided by law. The employer shall pay the employee 100% of amount of the employee's regular salary.

Article XVIII - DISABILITY COVERAGE

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

Article XIX - MEDICAL, DENTAL AND 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 Plan: The Borough agrees to provide a dental plan entitled "New Jersey Dental Plan, Inc., The Delta Dental Plan," or like Dental Plan and pay for the full costs thereof for all covered Employees.
- C. Eye Care Plan: The Borough agrees to reimburse Employees covered by this Contract for all eye care expenses for said Employees and spouses or children. Eye care expenses shall include, but not be limited to, all expenses related to eye examination, medical treatments and prescription related to the eyes, eyeglasses, frames, lenses, etc. The Employer's total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred and Fifty (\$250.00) Dollars per year for any individual Employee and Employee's spouse or children. Maximum eye care reimbursement not to exceed \$500.00 per year. Employees are permitted to accumulate the eye care reimbursement up to a maximum of two (2) years. Pursuant to Borough Resolution No. 362-2008, this eye care allowance may also be applicable

to prescriptions relating to hearing aids and/or devices.

- D. Any Employee electing to be insured with a Horizon Direct 15 (or equivalent) plan, or higher, will receive an additional \$250.00 stipend for the length of the contract.
- E. **Modifications**: This Article shall be modified to be consistent with Chapter 78, P.L. 2011 and Chapter 2, P.L. 2010. Pursuant to Chapter 78, commencing on June 28, 2011, Employees are required to contribute to the cost of their health insurance premiums at a rate of 1.5% of base salary, or a percentage of the premium as set by statute – whichever is higher. This percentage of premium contribution rate is phased in over four years and reaches a maximum of 35% of the premiums by the fourth year. Newly hired Employees immediately start contributing at the full contribution rate.

To the extent that contributions have not been made pursuant to Chapter 78, P.L. 2011, or Chapter 2, P.L. 2010 (effective date of May 21, 2010), the Borough has the right to request them retroactively.

Article XX - MERIT INCREASE

In addition to the foregoing provisions of this contract, the Mayor and Council of the Borough of Ridgefield 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.

The granting of merit increases does not set a custom or practice, or violate a custom or practice, that would trigger an obligation of the Borough to negotiate with the bargaining unit, or a right in the bargaining unit to enforce contractually or otherwise such a practice or procedure in the future. The granting of a merit increase is specifically deemed to be a management prerogative and not subject to negotiation.

Article XXI- MANAGEMENT RIGHTS

The Borough hereby reserves and retains unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States including, but not limited to, the following:

1. The executive management and administrative control of the Borough of Ridgefield 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 for just cause.

Article XXII - PRESERVATION OF RIGHTS

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any covered Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Article XXIII - 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 provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XXIV - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022, except as noted in individual Articles, and shall remain in effect until December 31, 2024. Negotiations for a successor agreement shall commence on or about October 1st prior to the expiration date of this Agreement. Upon agreement, all newly negotiated terms must be instituted within 60 days based on the date of budget approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the Borough of Ridgefield, Bergen County, New Jersey, on the _____ day of _____, 2022.

BOROUGH OF RIDGEFIELD

RIDGEFIELD EMPLOYEES' ASSOCIATION

By: _____

By: _____

By: _____

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilwoman Larkin

RESOLUTION NO. 184-2022

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

Amanda Broderick	\$12.00 per hour
Victoria Bartole	\$12.00 per hour
Jelany Rodriguez	\$12.00 per hour
Kevin Rodriguez	\$12.00 per hour

be hired as Summer Playground Personnel effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting July 11, 2022

Presented by Councilman Castelli

RESOLUTION NO. 185-2022

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

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 July 11, 2022

Presented by Councilman Jimenez

RESOLUTION NO. 186-2022

BE IT RESOLVED, that warrants totaling **\$1,509,020.68**
be drawn on the following accounts:

CURRENT	\$1,324,841.34
TRUST	\$131,419.48
CAPITAL	\$11,749.46
POOL	\$41,010.40
TOTAL	\$1,509,020.68

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