

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: June 24, 2019

Open Public Meetings Statement by Mayor Suarez

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

- Discuss Plastic Bag Ordinance

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

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

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of May 16, 2018 Work Session, December 19, 2018 Work Session, January 28, 2019 Work Session, February 25, 2019 Work Session, March 25, 2019 Work Session, and June 10, 2019 Public Session Meetings

LGBTQ Pride Month Proclamation

Introduction of Ordinance No. 2358 entitled, “AN ORDINANCE ADOPTING THE SHALER BOULEVARD – MUNICIPAL COMPLEX REDEVELOPMENT PLAN”

First Reading of Ordinance

ROLL CALL-WORK SESSION

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

ROLL CALL-EXEC. SESSION

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

ROLL CALL-PUBLIC SESSION

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

Roll Call

Introduction of Ordinance No. 2359 entitled, “BOND ORDINANCE PROVIDING FOR VARIOUS 2019 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,206,233 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,146,233 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2360 entitled, “CAPITAL ORDINANCE PROVIDING FOR THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF A PREFABRICATED BUILDING AND RESTORATION OF AN AMBULANCE, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$58,000 THEREFOR FROM THE CAPITAL IMPROVEMENT FUND TO PAY FOR THE COST THEREOF”

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

187-2019	Councilman Castelli	Authorize Grant Application NJDOT-Studio Road Improvement Project
188-2019	Councilman Castelli	Endorse Community Development Pleasantview Terrace Project
189-2019	Councilman Penabad	Appoint Per-Diem Fire Inspector-McLoughlin
190-2019	Councilman Castelli	Hire P/T DPW/Sanitation Employee-Castro
191-2019	Councilwoman Larkin	Hire 2019 Summer Playground Personnel
192-2019	Councilman Castelli	Limousine License-Lee
193-2019	Councilman Castelli	Approve PSE&G ROW Agreement
194-2019	Councilwoman Larkin	Swim Pool Personnel Correction
195-2019	Councilman Castelli	2019/2020 Liquor License Renewals
196-2019	Councilman Castelli	Hire Class III Officer-Williamson
197-2019	Councilman Castelli	Interlocal Service Agreement with Board of Education
198-2019	Councilman Jimenez	Lien Redemption-Cert. 19-007
199-2019	Councilman Jimenez	Full Tax Exemption-Block 2906, Lot 8

200-2019	Mayor Suarez	Gun Violence Awareness Month
201-2019	Councilman Castelli	Appoint Fire Subcode Official – Yfantis
202-2019	Councilman Castelli	CSO Collective Bargaining Agreement
203-2019	Councilman Jimenez	Capital Budget Amendment
204-2019	Councilman Jimenez	Authorize Purchase Through Capital Improvement Fund

COUNCIL VOTE

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

RESOLUTIONS:

205-2019 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

Raffle License Application

St. James Episcopal Church
 514 Abbott Avenue
 September 15, 2019 – 12:00 -3:30 pm
 Merchandise Raffle

COMMENTS BY COUNCIL:

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 June 24, 2019

Presented by Mayor Suarez

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

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

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

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

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Mayor Anthony R. Suarez

Proclamation

WHEREAS, fifty years ago, on June 27, 1969 the New York City Police Department raided the Stonewall Inn, a bar that was frequented by members of the lesbian, gay, bisexual, transgender and questioning, or LGBTQ community; and

WHEREAS, The Stonewall Riots marked the beginning of the liberation movement that transformed the oppression of LGBTQ people into calls of pride and action, and LGBTQ Pride Month, where we commemorate the events of June 1969 and commit to achieving equal justice under the law for LGBTQ Americans; and

WHEREAS, Ridgefield has a proud LGBTQ community, from all walks of life, which has the right to feel safe and not live with fear of harassment and persecution and not be discriminated against; and

WHEREAS, LGBTQ youth are four times more likely to attempt suicide than their straight peers, and more than 1/3 of LGBTQ youths have attempted suicide and nine out of ten LGBTQ youths report harassment at school, and three-fifths report feeling unsafe at school; and

WHEREAS, all people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation. During LGBTQ Pride Month, we celebrate the proud legacy LGBTQ individuals have woven into the fabric of our Nation, we honor those who have fought to perfect our Union, and we continue our work to build a society where every child grows up knowing that their country supports them, is proud of them, and has a place for them exactly as they are.

NOW, THEREFORE, we, the Mayor and Council of the Borough of Ridgefield, do hereby proclaim June 2019 as LGBTQ Pride Month in the Borough of Ridgefield.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2358

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

“AN ORDINANCE ADOPTING THE SHALER BOULEVARD – MUNICIPAL COMPLEX
REDEVELOPMENT PLAN”

introduced on the 24th day of June, 2019, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 8th day of July, 2019 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2359

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 2019 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,206,233 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,146,233 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

introduced on the 24th day of June, 2019, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 8th day of July, 2019 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2359

“BOND ORDINANCE PROVIDING FOR VARIOUS 2019 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$1,206,233 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,146,233 BONDS OR NOTES OF THE BOROUGH 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 members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of Ridgefield, in the County of Bergen, State of New Jersey (the “Borough”). For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$1,206,233, which sum includes \$60,000 as the amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 etseq. (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 \$1,206,233 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,146,233 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 \$1,146,233 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 obligations 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>Fire Department</u> – Acquisition And Installation, As Applicable, Of Various Non-Passenger Vehicles And Equipment Including, But Not Limited To, A Fire Truck, A Chief’s Truck, Turn-Out Gear, And Self-Contained Breathing Apparatus;	\$786,233	\$747,233	\$39,000	8.94 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(ii) <u>Public Works Department</u> – Acquisition Of A Sanitation Truck; And	\$220,000	\$209,000	\$11,000	10 years
(iii) <u>Recreation Department</u> - Various Playground Improvements Including, But Not Limited, To Child Age-Related Structural Improvements, Safety Surfacing Improvements, And Acquisition And Installation, As Applicable, Of Various Playground Equipment Including, But Not Limited To, Swing Sets, A Climbing Tower, Multipurpose Playground Sets, And A See-Saw.	\$200,000	\$190,000	\$10,000	15 years
TOTALS	<u>\$1,206,233</u>	<u>\$1,146,233</u>	<u>\$60,000</u>	

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,146,233.

(c) The aggregate estimated cost of said improvements or purposes is \$1,206,233, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payment available for said purposes.

(d) 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 also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Clerk of the Borough and available for public inspection and hereby approved.

SECTION 4. 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. 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 purposes. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Borough as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times 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 unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. 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 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, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Capital Budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs 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 which the Borough may lawfully undertake as general improvements, 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 the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10.13 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, 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 \$1,146,233 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$242,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the bonds or notes 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 Commission (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 the first publication thereof after final adoption, 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 June 24, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2360

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

“CAPITAL ORDINANCE PROVIDING FOR THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF A PREFABRICATED BUILDING AND RESTORATION OF AN AMBULANCE, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$58,000 THEREFOR FROM THE CAPITAL IMPROVEMENT FUND TO PAY FOR THE COST THEREOF”

introduced on the 24th day of June, 2019, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 8th day of July, 2019 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2360

“CAPITAL ORDINANCE PROVIDING FOR THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF A PREFABRICATED BUILDING AND RESTORATION OF AN AMBULANCE, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$58,000 THEREFOR FROM THE CAPITAL IMPROVEMENT FUND TO PAY FOR THE COST THEREOF”

WHEREAS, the Borough of Ridgefield, in the County of Bergen, State of New Jersey (the “Borough”), wishes to undertake the acquisition and installation, as applicable, of a prefabricated building to be located on Bell Drive and restoration of an ambulance for the Volunteer Ambulance Corps. in the Borough; and

WHEREAS, the cost of said improvements or purposes is estimated to be \$58,000; and

WHEREAS, the Borough desires to authorize the appropriation and expenditure of \$58,000 from the Capital Improvement Fund of the Borough, to undertake the acquisition and installation, as applicable, of a prefabricated building to be located on Bell Drive and restoration of an ambulance for the Volunteer Ambulance Corps. in the Borough.

BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY (a majority of the full membership thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The capital improvements or purposes described below are hereby authorized as general capital improvements to be undertaken by the Borough. For the said improvements or purposes, there is hereby appropriated the amount of \$58,000 from the Capital Improvement Fund of the Borough, to undertake the acquisition and installation, as applicable, of a prefabricated building to be located on Bell Drive and restoration of an ambulance for the Volunteer Ambulance Corps. in the Borough. Such improvements shall include, as applicable, surveying, engineering and design work, 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.

SECTION 2. The expenditure of the \$58,000 consisting of the appropriation of \$58,000 from the Capital Improvement Fund of the Borough, for the improvements or purposes set forth in Section 1 hereof is hereby authorized and approved. The Mayor, the Clerk, the Chief Financial Officer and any other official/officer of the Township are each hereby authorized and directed to

execute, deliver and perform any agreement to undertake the improvement or purpose set forth herein and to effectuate the transaction contemplated hereby.

SECTION 3. The capital budget of the Borough is hereby amended to conform with the provisions of this capital ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs is on file in the Office of the Clerk and is available for public inspection.

SECTION 4. This ordinance shall take effect immediately after final adoption and approval by the Mayor as described in N.J.S.A. 40:49-2.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 187-2019

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as *MA-2020-Studio Road Improvement Project-00112* to the New Jersey Department of Transportation on behalf of the Borough of Ridgefield.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Ridgefield and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council on this 24th day of June, 2019

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

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

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 188-2019

WHEREAS, a Bergen County Community Development grant of \$127,710.00 has been proposed by the Borough of Ridgefield for the *Pleasantview Terrace Project* in the municipality of the Borough of Ridgefield; and,

WHEREAS, pursuant to the State Inter local Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body; and,

WHEREAS, the aforesaid project is in the best interest of the residents of the Borough of Ridgefield; and,

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid CD funds.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield hereby confirms endorsement of the aforesaid project.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Director of the Bergen County Community Development Program so that implementation of the aforesaid project may be expedited.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Penabad

RESOLUTION NO. 189-2019

BE IT RESOLVED, that the Mayor and Council appoints

REGINA McLOUGHLIN

as Fire Inspector for the remainder of Calendar Year 2019.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 190-2019

BE IT RESOLVED by the Mayor and Council that

ALBERTO CASTRO

be hired as part-time employee for DPW/Sanitation at the hourly rate of \$11.00, 35 hours per week, effective immediately.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilwoman Larkin

RESOLUTION NO. 191-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following personnel be hired as Summer Playground employees for the 2019 season:

Jayson	Abreu	\$ 9.25	Belmarie	Siverio	\$ 9.25
Kyla	Bonaguaro	\$ 9.75	Elizabeth	Slovak	\$ 9.50
Iana	Darlington	\$ 9.75	Ryan	Slovak	\$ 9.25
Destiny	DiBattista	\$ 9.50	Brooke	Warner	\$ 9.50
Matt	Faris	\$ 9.25	Maggie	Jacobs-Byer	\$ 9.00
Natalie	Garcia	\$10.00	Edgardo	Aguilar	\$ 9.00
Brenda	Gomes	\$ 9.50	George	Arodes	\$ 9.00
Mary	Griffin	\$ 9.25	Nathan	Cedeno	\$ 9.00
Gianna	Haase	\$ 9.25	Victoria	DeVoto	\$ 9.00
Louis	Haase	\$ 9.50	Andrew	DeVoto	\$ 9.00
Liam	Hill	\$ 9.25	Emily	Diaz	\$ 9.00
Eunice	Kim	\$ 9.25	Jeremy	Diaz	\$ 9.00
John	Kirk	\$ 9.75	Joshua	Diaz	\$ 9.00
Michael	Larkin	\$12.00	Francesca	Faraj	\$ 9.00
Matthew	Lema	\$ 9.25	Kate	Foy	\$ 9.00
Rebecca	Lozano	\$10.00	Eric	Guzman	\$12.00
Thomas	Marasciulo	\$ 9.25	Christian	Jakuc	\$ 9.00
Julianne	Martucci	\$ 9.25	Mia	Kivlehan	\$ 9.00
Allen	Melkonian	\$ 9.50	Alex	Marascialo	\$ 9.00
Jake	Miano	\$ 9.25	Jefrey	Morales	\$ 9.00
Katie	Pfund	\$ 9.25	Antonio	Morin	\$ 9.00
Annalisa	Pontecorvo	\$ 9.50	Laura	Neary	\$ 9.00
Jack	Povinelli	\$ 9.25	Milagros	Nieves	\$ 9.00
Jordana	Reguero	\$ 9.50	Gabriela	Patoric	\$ 9.00
Sabrina	Reynoso	\$ 9.25	Carolina	Perez	\$ 9.00
Brianna	Rizzo	\$ 9.25	Alyssa	Savianeso	\$ 9.00
Rosmary	Rueda	\$ 9.50	Stephanie	Walliser	\$ 9.00
Evan	Seabold	\$ 9.25	Isabella	Zoccali	\$ 9.00
Morgan	Semeraro	\$ 9.50	Mohammed	Zubi	\$ 9.00
Sarah	Shaffer	\$ 9.75	Maria	D'Minano Goldman	\$10.00
Michael	Shaffer	\$10.00	Andreas	Harilaou	\$ 9.00
Amanda	Silva	\$ 9.50	Steven	Ascierno	\$ 9.00
Natalia	Silva	\$ 9.25	Alexxa	Rojas	\$ 9.00
			Jonathan	Lema	\$10.25

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 192-2019

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that a
Limousine License be issued to:

YOON S. LEE

in accordance with Ordinance No. 1558.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 193-2019

WHEREAS, Public Service Electric and Gas Company (“PSE&G”) owns a certain right-of-way by and within the Borough of Ridgefield commonly known as Block 4014, Lot 19; and

WHEREAS, PSE&G needs to access that property in order to perform maintenance and upgrade work; and

WHEREAS, PSE&G will need to access that property by passing over and through Borough property commonly known as the Recycling Center and also known as Block 4014 in Lot 21; and

WHEREAS, the Borough Attorney has negotiated the terms of a Limited License Agreement with PSE&G for the proposed access;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the proposed Limited License Agreement for Access to Utility Right-of-Way Property By Landowner, in the form attached hereto, be and hereby is approved by the Mayor and Council; and

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk be and hereby are authorized and directed to execute same on the behalf of the Borough of Ridgefield.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

**LIMITED LICENSE AGREEMENT FOR ACCESS TO UTILITY RIGHT-OF-WAY
PROPERTY BY LANDOWNER**

THIS AGREEMENT, made this ____ day of _____, 2019, between PUBLIC SERVICE ELECTRIC AND GAS COMPANY , having an office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter “PSE&G”), and THE BOROUGH OF RIDGEFIELD, having an address at 604 Broad Avenue, Ridgefield, New Jersey, 07657 (hereinafter called “Landowner):

WITNESSETH:

WHEREAS, PSE&G needs access to its electric transmission line on its Hudson-Bergen right-of-way, located in the Town of Ridgefield, County of Bergen and State of New Jersey, commonly known as Block 4014, Lot 19 (hereinafter referred to as “the Right-of-Way”); and

WHEREAS, Landowner holds legal ownership to property known as 1135 Pleasant View Terrace, in the Town of Ridgefield, County of Bergen and State of New Jersey commonly known as Block 4014, Lot 21, hereinafter referred to as “the Property”; and

WHEREAS, PSE&G will need to cross the Property to access its electric transmission line Right-of-Way from time to time beginning on September 1, 2019 and ending on October 31, 2019; and

WHEREAS, Landowner agrees to provide PSE&G with said access for the time period mentioned in the preceding paragraph.

NOW, THEREFORE, in consideration of these promises and the sum of ONE DOLLAR (\$1.00) DOLLARS, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Landowner grants PSE&G a limited license to allow PSE&G to cross over the Property from time to time with prior notice as set forth in paragraph 5 hereof beginning and ending with the timeframe previously mentioned in this agreement in accordance with the terms and conditions of this Limited License Agreement. This agreement will allow PSE&G access for a bucket truck and pickup trucks across the Landowner’s property for the purposes of gaining access to the Right-of-Way.
2. Unless caused by the negligence or willful misconduct of Landowner, PSE&G shall defend and indemnify Landowner against, and shall save Landowner harmless from, and shall reimburse Landowner with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) incurred by, imposed upon or asserted against Landowner by reason of any accident, injury

(including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from its access across the Property.

- 3. PSE&G will require access on approximately two occasions between September 1, 2019 and October 31, 2019, and each visit on those two occasions will be completed in approximately two hours time.
- 4. In addition to its other responsibilities under this agreement, PSE&G will be responsible for any divets, ruts or other disturbances to the ground surface on the Landowner's property and will promptly restore any such damage.
- 5. PSE&G will give telephonic and email notice to the Landowner's Superintendent of Public Works at cell phone number 201-407-7497 and email address of jgreco@ridgefieldboro.com at least twenty-four hours in advance of each visit.

IN WITNESS WHEREOF, Landowner and PSE&G have signed these presents the day and year first above written.

BOROUGH OF RIDGEFIELD, Landowner

By: _____
Anthony R. Suarez, Mayor

WITNESS as to Landowner:

Linda M. Silvestri, Borough Clerk

:

PUBLIC SERVICE ELECTRIC
AND GAS COMPANY
By PSEG Services Corp., Agent

By: _____

WITNESS as to PSE&G:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilwoman Larkin

RESOLUTION NO. 194-2019

WHEREAS Resolution 176-2019 hired swim pool personnel for the 2019 pool season;
and

WHEREAS, the name of one of the hires was listed incorrectly;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that KAI GIRO be hired for the 2019 pool season at the hourly rate of \$10.00.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 195-2019

BE IT RESOLVED, that Liquor Licenses be issued to the following applicants pursuant to an Act of Legislature of the State of New Jersey, entitled, "AN ACT CONCERNING ALCOHOLIC BEVERAGES" passed December 6, 1953 and amendments thereto, and the Borough Ordinance 498 entitled, "AN ORDINANCE CONCERNING ALCOHOLIC BEVERAGES" adopted July 2, 1946, and amendments thereto, such licenses to expire July 1, 2019 and paid to June 30, 2020

<u>NAME OF LICENSEE</u>	<u>ADDRESS</u>	<u>STATE LICENSE</u>
<i>PLENARY RETAIL CONSUMPTION</i>		
The Stancato, Inc. D/B/A Café Tivoli	533 Shaler Boulevard Ridgefield, NJ	0249-33-016-004
Chan's Dragon Inn	630 Broad Avenue Ridgefield, NJ	0249-33-002-004
Jay Jala Bapa, Inc. D/B/A Ridgefield Liquors	520 Shaler Boulevard Ridgefield, NJ	0249-32-012-008
Waterfalls Associates, Inc. D/B/A Gotham City Diner	550 Bergen Boulevard Ridgefield, NJ	0249-33-011-005
Barbrothers Ridgefield LLC D/B/A Colonial Bar & Liquors	719D Grand Avenue Ridgefield, NJ	0249-33-014-007
Texas Steak House	441-445 Broad Avenue Ridgefield, NJ	0249-33-001-010
Thomas Heffernan		0249-33-005-001
Tom, Tim and Pat, Inc.		0249-33-013-001
Safargar & Sons LLC		0249-33-003-013

PLENARY RETAIL DISTRIBUTION LICENSE

JC & B Best Wine & Liquor

321 Broad Avenue
Ridgefield, NJ

0249-44-006-006

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 196-2019

WHEREAS, *N.J.S.A.* 40A:14-146.14 permits municipalities to appoint special law enforcement officers; and

WHEREAS, New Jersey statutes permit the hiring of a Class Three Special Law Enforcement Officer under certain conditions; and

WHEREAS, Section 75-19 of the Code of the Borough of Ridgefield permits the Mayor and Council of the Borough of Ridgefield to appoint, from time to time, special police officers in accordance with New Jersey statutes for terms not exceeding one year; and

WHEREAS, Brian Williamson, a former police officer retired from service with the Ridgefield Police Department, meets the criteria of a Class Three Special Law Enforcement Officer, subject to completion of certain training as specified by *N.J.S.A.* 40A:14-146.10(g); and

WHEREAS, the Borough anticipates entering into an interlocal services agreement with the Ridgefield Board of Education for the employment of Officer Williamson as a security officer in the Ridgefield schools;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Brian Williamson be, and he hereby is, appointed as a Class Three Special Law Enforcement Officer in the Borough of Ridgefield for a term of one year, commencing on July 1, 2019 and ending June 30, 2020, and to be assigned to the Ridgefield schools pursuant to a Interlocal Services Agreement with the Ridgefield Board of Education, and to be compensated at the rate of \$30 per hour, with no benefits, for actual hours worked in the Ridgefield schools and/or in training, subject to Officer Williamson qualifying according to New Jersey statutes, to serve in a part-time capacity as more completely determined by the Mayor and Council from time to time.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 197-2019

WHEREAS, the Ridgefield Board of Education has a need for the services of a Class Three Special Law Enforcement Officer to work in the school district; and

WHEREAS, Class Three Special Law Enforcement Officers must be qualified and employed by the local police department; and

WHEREAS, the parties have negotiated the terms and provisions of a certain interlocal services agreement by which the Borough would hire and employ a Class Three Special Law Enforcement Officer; and

WHEREAS, the Class Three Special Law Enforcement Officer would be deployed in the Ridgefield School District, and the parties would share the cost of same; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough Ridgefield that the Mayor and the Borough Clerk be, and they hereby are, authorized and directed to enter into an Interlocal Services Agreement with the Ridgefield Board of Education 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.

BE IT FURTHER RESOLVED that the approval of this Interlocal Services Agreement is contingent upon its acceptance and execution by the Ridgefield Board of Education within thirty (30) days of the date of adoption of this Resolution.

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a copy of this resolution once adopted, to the Secretary of the Ridgefield Board of Education.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

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

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (“Agreement”) date this _____ day of July 2019 by and between the RIDGEFIELD BOARD OF EDUCATION, a duly authorized New Jersey School District (hereinafter referred to as “Ridgefield School District”) and the BOROUGH OF RIDGEFIELD, a duly authorized New Jersey municipality (hereinafter referred to as (“Borough”).

1. **Statutory Authorization:** *N.J.S.A. 40A:65-1, et seq.*, the “Uniform Shared Services and Consolidation Act,” authorizes interlocal shared service agreements.
2. **Background of Agreement and Term:** The Ridgefield Board of Education operates the public schools within the Borough of Ridgefield, Bergen County, New Jersey (the “Schools”). The Ridgefield School District and the Borough of Ridgefield have agreed to have one (1) part-time special police officer employed by the Borough of Ridgefield (as defined in paragraph 5 below) assigned to the Schools commencing July 1, 2019 and ending June 30, 2020.
3. **Assignment of Officer:** The Borough will assign one (1) part-time special police officer to the Ridgefield School District during the Term of this Agreement, with such officer being assigned security duties for not less than 15 minutes prior to the commencement of the pupils school day in the school building to which he is assigned and continuing for not less than 15 minutes following the conclusion of the pupils school day in the school building to which he is assigned. All reasonable efforts will be made by the Borough to ensure that coverage will be

provided on a daily basis, when schools are in session, during such hours. The parties understand, however, that the Borough will be hiring one special police officers for this post so that if that officer is sick or otherwise unable to come to work, there will most likely be no replacement. If the post will remain vacant during a school day, the Chief of Police shall notify the Superintendent of Schools prior to the commencement of the school day.

4. **Selection of Officer:** The officer to be assigned must be certified by a New Jersey Police Training Commission and meet other requirements specified by the Job Description on file with the Borough of Ridgefield and the Board of Education entitled “Class III/School Resource Officer.”

5. **Borough of Ridgefield’s Responsibilities:** The Borough of Ridgefield will hire and/or maintain sufficient staff (defined for purposes of this Agreement as one (1) part-time Class III Police/School Resource Officer) to provide the Ridgefield School District with school security services for the duration of this agreement. The parties understand, however, that the Borough will be hiring one special police officer for this post so that if that officer is sick or otherwise unable to come to work, there will most likely be no replacement. The Borough of Ridgefield will provide one (1) 800 MHz radio and any other necessary equipment for communication between the School Resource Officer and the Borough of Ridgefield Police Department.

6. **Duties, Chain of Command and Authority of the Special Police Officer:** The duties, chain of command and authority of the Special Police Officer shall be in

accordance with state law and in accordance with the Ridgefield Police departmental directive entitled “Special Law Enforcement Officer Class III dated June 20, 2018” and as may be amended and supplemented from time to time. The document is incorporated herein by reference.

7. **Employee Compensation and Insurance:** The Borough of Ridgefield shall be solely responsible for all liability insurance, worker’s compensation insurance, disability insurance, payroll, unemployment, social security, withholding and any and all other expenses related to employee compensation, as well as the training, hiring, firing and discipline, including all expenses and costs associated therewith.
8. **Payment:** The Ridgefield School District shall pay to the Borough the sum of \$40,000 as the estimated salary of the officer, plus other costs for the 2019-2020 school year, for such services. Payment shall be made in equal, quarterly installments upon the following schedule: September 30, December 31, March 30, and June 30.
9. **Term and Renewal:** The term of this Agreement shall be for twelve (12) months, commencing on July 1, 2019 and ending June 30, 2020, subject to the adoption of Resolutions by the Borough of Ridgefield and the Ridgefield Board of Education approving the execution of this Agreement.

The parties may, but are not required, to renew this Agreement upon the expiration of the initial term, upon the agreement by both parties. The terms of this Agreement, including payment terms, may be renegotiated for any renewal

term. The Ridgefield Board of Education shall notify the Borough of Ridgefield if it desires to renew this Agreement in writing on or before January 31, 2020.

10. **Termination:** This Agreement may be terminated at any time during the term of the Agreement or any renewal term, upon mutual agreement of the Parties. Absent mutual agreement of the parties, the Agreement may only be terminated for just cause. For purposes of this Agreement, termination by the Ridgefield School District for cause will be permitted if the Borough fails to staff the position for a continued and significant period of time, or if the assigned officer shall substantially fail to perform the security duties assigned to him under this Agreement.

11. **Insurance And Indemnification:** The Ridgefield Board of Education shall not be liable for any negligent, careless, reckless and/or intentional acts or omissions of the Borough of Ridgefield, its officers, agents, servants, employee and/or representatives. All demands, claims, suits, actions, damages or costs of any nature whatsoever, whether for personal injury, property damage or other liability, on account of the rendering of any and all services provided pursuant to this Agreement by the Borough of Ridgefield, it officers, agents, servants, employees and/or representatives shall be the responsibility of the Borough.

It is recognized and understood that the Borough of Ridgefield and the Ridgefield Board of Education are members of and participate in the Joint Insurance Fund and that this agreement is subject to each party naming the other as an additional insured on any appropriate insurance policy each may separately maintain.

Specifically the Borough agrees to name the Ridgefield Board of Education as an additional insured for General Liability, and the Ridgefield Board of Education will name the Borough of Ridgefield as an additional insured for General Liability. Upon execution of this Agreement, each party shall provide the other with a Certificate of Insurance evidencing the above coverage and naming the other as an additional insured.

12. **Authorization:** Both the Borough of Ridgefield and the Ridgefield Board of Education represent that the execution, delivery and performance of this Agreement has been authorized by its respective governing body, that it does not require any consent, approval or referendum of the voters, and that it does not violate any judgment, order, law or regulation applicable to either party.

13. **NOTICES.** All notices, demands and other communications to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered (a) on the date of service if given personally to the party to whom notice is to be given, (b) on the date four (4) days after mailing if mailed to the party to whom notice is to be given by regular first class mail, (c) on the date of receipt as evidenced by the signed return receipt card if the notice is given by registered or certified mail, return receipt requested, postage prepaid; or (d) on the following business day if given by a nationally recognized overnight delivery service. All notices, demands and other communications given hereunder shall be properly addressed as follows:

If to the Borough of Ridgefield:

Township Clerk
Municipal Building
604 Broad Avenue
Ridgefield, New Jersey 07657

If to the Ridgefield School District

School Business Administrator
555 Chestnut Street
Ridgefield, New Jersey 07657

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written below.

RIDGEFIELD BOARD OF EDUCATION

By: _____
President

Date: _____

ATTEST: _____
Board Secretary

BOROUGH OF RIDGEFIELD

By: _____
Mayor

Date: _____

ATTEST: _____
Municipal Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 198-2019

WHEREAS, Mary Ann Meunier has deposited a check in the amount of \$3,023.00 into the Suspense Account for the redemption of Tax Lien # 19-007, Block 2903 Lot 1, further known as 547 Church Street, sold to Pam Investors and whereas \$9,100.00 was deposited into the Trust Account for the Premium at the time of the 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 \$3,023.00 from the Suspense Account and a check for \$9,100.00 from the Trust Account for the redemption of the lien.

BE IT FURTHER RESOLVED that the check in the amount of \$3,023.00 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check for \$9,100.00 be drawn on the Ridgefield Trust Account 03-2950 and both be made payable to Pam Investors and be mailed to 127 S. Washington Avenue, Bergenfield, New Jersey 07621.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 199-2019

WHEREAS, Lords Grace Church, Inc NJ has applied for 100 % tax exempt status to the office of the Tax Assessor in the Borough of Ridgefield pursuant to N.J.S.A. 54:4-4.4 for Block 2906 Lot 8, also known as 585 Broad Avenue;

WHEREAS, Lords Grace Church Inc, NJ has been approved by the Tax Assessor for 100% tax exemption on their dwelling located at 585 Broad Avenue, also known as Block 2906 Lot 8, in accordance with N.J.S.A 54:4-4.4;

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the tax collector is hereby authorized to cancel 100% of said taxes as of July 1, 2019.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Mayor Suarez

RESOLUTION NO. 200-2019

WHEREAS, everyday, 93 Americans are killed by gun violence and more than 200 have sustained non-fatal firearm injuries over the last 5 years; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, June 2, 2019 would have been the 22nd birthday of Hadiya Pendleton, a teenager who was tragically shot and killed just weeks after marching in President Obama's second inaugural parade; and

WHEREAS, to help honor Hadiya – and the 93 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 2, 2019 as the fifth annual National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 2nd to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2nd, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Anthony R. Suarez of the Borough of Ridgefield declares June 2019 to be National Gun Violence Awareness Month and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 201-2019

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

GREGORY YFANTIS

be appointed as Fire Subcode Official for a four year term effective June 28, 2019 at the annual salary of \$9,000.00.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Castelli

RESOLUTION NO. 202-2019

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Collective Bargaining Agreement with the Ridgefield Community Service Officers 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 Community Service Officers.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

AGREEMENT
BETWEEN
BOROUGH OF RIDGEFIELD
AND
RIDGEFIELD COMMUNITY SERVICES OFFICERS

January 1, 2019 through December 31, 2019

Article I – PREAMBLE

This Agreement, made this _____ day of June, 2019, 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 COMMUNITY SERVICE OFFICERS** (hereinafter referred to as the “RCSO”).

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

Article II – RECOGNITION

The Borough recognizes the RCSO as the exclusive collective negotiations agent for all permanent, full-time community service officers employed by the Borough.

Unless otherwise indicated, the term “Community Service Officer” (hereafter, “CSO”), when used in this Agreement, whether in the singular or plural, whether male or female, refers to all persons represented by the RCSO.

Article III – TERM OF AGREEMENT

This Agreement is effective as of January 1, 2019, and shall end on December 31, 2019. The provisions of this Agreement shall remain in full force and effect during that period unless amended in writing by mutual consent of the parties hereto.

Article IV – NO STRIKE OR LOCKOUT PLEDGE

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 operations.

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

There shall be no lockouts of any persons represented by the RCSO.

Article V – NON-DISCRIMINATION

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

Article VI – DEPARTMENT REPRESENTATIVES

The Borough recognizes the right of the RCSO to designate a representative and an alternate for enforcement of this Agreement.

The RCSO shall notify the Borough, in writing of the names of representative and alternate and notify the Borough of any changes.

The authority of the representative and alternate so designated by the RCSO shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances shall be in accordance with the provisions of this Agreement. In the presentation of grievances, the aggrieved shall always have access to the grievance hearing and shall normally be present.

One of the designated representative or alternate shall be granted time without loss of pay to attend grievance hearings and meetings when such hearings and meetings are scheduled during normal work hours. The representative and alternate will be required to investigate matters on their off-duty hours.

Article VII – DATA FOR FUTURE BARGAINING

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

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.

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

Article VIII – RECALL AND OVERTIME

Any CSO who is called back to work after having completed a regular shift shall be entitled to overtime pay at the rate of one and one half times (1½) his or her hourly rate after twelve (12) hours per day or forty (40) hours during the week.

CSO's shall work three (3) twelve (12) hour shifts and one (1) four (4) hour shift per week for a total of forty (40) work hours per week. A CSO work week (at the time this Agreement was prepared) is defined as a forty (40) hour work week. In the event that a CSO must remain on duty after the specified shift, the CSO will be compensated at a rate of one and

one half (1^{1/2}) times of his or her regularly based salary. THE BOROUGH RESERVES THE RIGHT TO CHANGE THE WORK SCHEDULE NOT TO EXCEED 40 HOURS PER WEEK. A CSO shall be considered to be on duty at all times during the normal workday and forty-hour workweek. Every effort will be made to provide a customary lunch period during these work hours, but it is recognized that on occasions the duties and emergencies/exigencies of the job may interfere with this customary right. When such interference occurs, no additional compensation of any form will be paid.

At the discretion of management, a full-time CSO will be allowed to remain after a shift if additional duties are warranted.

Article IX – MATERNITY/PATERNITY LEAVE

The RCSO will adopt the Borough policies and/or ordinances outlining the guidelines for such leave that are currently in place and enjoyed by all other employee groups.

Article X – SALARY AND WAGES

- A. Effective January 1, 2019, each full-time CSO who has been employed by the Borough for one (1) full year at that time shall receive a salary increment of two percent (2%) above the base salary that the CSO was receiving as of December 31, 2018.
- B. Any CSO 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 initial salary increment on the anniversary date of his or her employment and shall thereafter receive his or her next salary increment on the January 1 immediately following the said anniversary date of employment.

Article XI – LONGEVITY

In recognition of many years service to the Borough, the following longevity schedule will apply for employees hired prior to January 1, 2019:

- On the completion of 10th year of employment - 2% additional pay on base pay.
- On the completion of 15th year of employment - 4% additional pay on base pay.
- On the completion of 20th year of employment - 6% additional pay on base pay.

This shall be based upon the date the employee was hired. Employees hired after January 1, 2019 will not be eligible for, or receive any, longevity pay.

Article XII – SICK LEAVE

Each full time CSO 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 CSO's failure to be present, and not in attendance upon his or her duties, provided the reason for his or her absence and the good faith of the CSO 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 CSO's retirement, resignation or termination.

Vacation and sick leave periods may be combined in the event and to the extent that a Borough approved licensed physician has recommended (in writing) an absence from work in excess of the sick leave earned and/or accrued by the CSO at that time, but only in the event that the long continued sickness of the CSO warrants such case.

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 CSO which requires the CSO's personal care and dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.

In all cases of sick leave, the CSO 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 CSO 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 CSO 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 CSO to be examined by a physician designated by the Borough in order to have the CSO certified as fit for duty before the CSO may return to work.

A CSO 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.

During protracted periods of illness, the Borough may require interim reports on the condition of the CSO 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 CSO or the need of the CSO'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's 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 a CSO is absent because of same.

CSO's 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 CSO's subsequent service.

Abuse of sick leave shall be cause of disciplinary action.

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

Upon retirement from a Retirement System, CSO's are entitled to be paid at the rate of one (I) day for every three (3) days of accumulated sick time. The calculation of the accumulated sick time shall be based on the base pay plus longevity for the daily rate of pay for the year in which the retirement occurs, provided, however, that no such lump sum accumulated sick leave payment shall exceed \$15,000.00. The calculation of the per diem rate for the sick days shall be as follows.

Yearly Base Salary + Longevity = Total Salary

Total Salary/ 26 pays = Bi-weekly Salary

Bi-weekly Salary / 80 hours = hourly rate

Hourly rate x 10 hrs = Rate of pay per day.

For Example:

$\$45,530.00 + \$910.60(\text{longevity}) = \$46,440.60$

$\$46,440.60/26 = \$1,786.18$

$\$1786.18/80 = \22.33

$\$22.33 \times 10 = \223.30

$\$223.30 = \text{Rate of pay per day.}$

Article XIII – VACATONS

A. As per Borough Ordinances No. 1240 and No. 2284, CSO's shall be entitled to vacation as follows:

1. During a CSO's first year of service with the Borough, the CSO shall earn and accumulate vacation time at the rate of one (I) day for each thirty (30) days of service, subject to a maximum of five (5) working days during the first year of employment. No vacation may be used by a CSO until that CSO shall be in the Borough service for one hundred eighty (180) days.
2. Upon completion, on the anniversary date, of a CSO's first (1st) year of service, the CSO shall be entitled to ten (10) working days' vacation.
3. Upon completion, on the anniversary date, of a CSO's fifth (5th) year of service, the CSO shall be entitled to fifteen (15) working days' vacation.

4. Upon completion, on the anniversary date, of a CSO's tenth (10th) year of service, the CSO shall be entitled to twenty (20) working days' vacation.
 5. Upon completion, on the anniversary date, of a CSO's sixteenth (16th) year of service, the CSO 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 CSO's starting employment date with the Borough and not against a calendar year. Where a CSO has been employed a fraction of a calendar year on his or her anniversary date, utilized vacation time shall be pro rated.
- B. Arrangements for dates of vacation periods will be made by the Chief of Police 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 Chief of Police or the Borough in determining preference for vacation.
- C. Vacations shall be based on anniversary of employment dates, that is, the date on which the CSO is hired.
- D. A CSO who resigns prior to the completion of his/her anniversary date of his or her employment shall receive the pro-rated portion of that year's vacation benefit.
- E. If a CSO is terminated by the Borough because of a reduction of work force, said CSO 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 CSO by the Borough for reasons other than a reduction of work force, the CSO shall not be entitled to any pro-rated vacation pay for that portion of the year.
- G. The Chief of Police or the Borough may revoke vacations in the event that an emergency is declared.

Article XIV – HOLIDAYS AND PERSONAL DAYS

- A. All CSO's shall receive eleven (11) paid holidays per year in accordance with the Borough's present practices provided that the holiday (or equivalent day off) falls within the four (4) day work schedule. If it is determined that a CSO is needed to work any of the eleven (11) holidays (when approved by the Chief of Police or designated supervisor) this CSO shall receive his or her regular base salary holiday pay plus time and a half.

- B. All CSO's shall receive two (2) paid personal days to be utilized from January 1 to December 31, inclusive and not accruable.
- C. Arrangements for days off will be made by the Chief of Police so that leaves will not conflict with the proper performance of the CSO duties.
- D. Per-diem employees shall not be entitled to any of the above sections.

Article XV – 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, son, civil union partner, 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 XVI – UNIFORM ALLOWANCE

Each full time CSO shall be entitled to Six Hundred Dollars (\$600.00) per year. This amount shall be paid directly to the CSO on or about October 1st of each qualifying year. This amount will not be rolled into the base pay.

Article XVII – EDUCATION AND MEETINGS

It is recognized that CSO's are required to attend and successfully complete certain education courses and professional meetings in order to continue to perform the customary duties of a CSO and retain proper state certification as EMT's. The Borough will pay for courses, materials, conventions and professional meetings deemed necessary by the CSO's directory personnel and approved by the Mayor and Council. All such courses and meetings are to be taken during normal off-duty time unless specifically authorized by the Chief of Police or the Borough.

Article XVIII – 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 CSO, group of CSO, or the RSCO.
- 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 Chief of Police within ten (10) working days of the occurrence giving rise to the

grievance for the purpose of resolution. The Chief of Police shall make whatever additional investigation is necessary and shall, within ten (10) 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 ten (10) working days of receipt of the answer in Step One, submit the written grievance to the Borough's designee, who shall give his or her answer within ten (10) 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 thirty (30) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough's designee referenced in Step Two, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the Mayor and Council 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 RCSO may, within ten (10) 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 RCSO. 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 XIX – 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 Chief of Police and the Borough Clerk.
- B. Upon advance notice and at reasonable times, any CSO may review his or her personnel file. However, this appointment for review must be made through the Police Chief and the Borough Clerk. The CSO may place a rebuttal in his or her file if he or she disagrees with any document found during the review.
- C. Whenever a written complaint concerning a CSO or his or her actions is to be placed in his or her 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 XX – WORK-INCURRED INJURY

- A. Where an employee covered under this Agreement suffers a work-incurred or work connected injury or disability, said employee shall be entitled to all benefits accruing under the provisions of the Workers Compensation Act as provided by law. However, the employer shall not pay the employee the difference between the Workers Compensation check received and the amount of his/her regular salary.
- B. The employee shall be required to present evidence by a certificate of a Borough approved physician that he or she is unable to work and, the employer may reasonably require the 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 RCSO.

Article XXI – 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 a CSO 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 XXII – PENSION

The RCSO will adopt Borough policies at the present level under the Public Employee Retirement Systems. (PERS).

Notwithstanding the previous paragraph, this Article shall be modified to be consistent with Chapter 78, P.L. 2011, which made various changes to pension benefits for public employees.

Article XXIII – 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 Borough's total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred Dollars (\$200.00) per year for any individual employee and employee's spouse.
- D. 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 XXIV – INSURANCE

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

Article XXV – 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 XXVI – 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 XXVII – SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any CSO or a group of CSO's 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the Borough of Ridgefield, Bergen County, New Jersey, on the _____th day of June, 2019.

BOROUGH OF RIDGEFIELD

RIDGEFIELD COMMUNITY SERVICES
OFFICERS

By: _____

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

CAPITAL BUDGET AMENDMENT
RESOLUTION NO. 203-2019

Presented by Councilman Jimenez

Meeting June 24, 2019

Whereas, the local capital budget for the year 2019 was adopted on the 24th day of June, 2019; and,
Whereas, it is desired to amend said adopted capital budget section,

Now, Therefore Be It Resolved, by the Governing Body of the Borough of Ridgefield, County of Bergen that the following amendment(s) to the adopted capital budget section be made:

RECORDED VOTE (Insert last names) () AYES ()
() NAYS ()
() ABSTAIN ()
() ABSENT ()

FROM
CAPITAL BUDGET (Current Year Action)
2019

1 PROJECT	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 AMOUNTS RESERVED IN PRIOR YEARS	5 PLANNED FUNDING SERVICES FOR CURRENT YEAR 2019					6 TO BE FUNDED IN FUTURE YEARS	
				5a 2019 Budget Appropriations	5b Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized		
Prefabricated Building		\$ 40,000			40,000					
Fire Department Breathing Apparatus		\$ 154,970			\$ 7,500		\$ -	\$ 147,470		0
New Fire Engine		\$ 550,000			27,500			\$ 522,500		
Fire Department Equipment		\$ 19,263			\$ 1,000			\$ 18,263		
TOTAL ALL PROJECTS		\$ 764,233	\$ -	\$ -	\$ 76,000	\$ -	\$ -	\$ 688,233	\$ -	

6 YEAR CAPITAL PROGRAM 2019 - 2024
Anticipated PROJECT Schedule and Funding Requirement

1 PROJECT	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 ESTIMATED COMPLETION TIME	5 FUNDING AMOUNTS PER YEAR						
				2019	2020	2021	2022	2023	2024	
Prefabricated Building		\$ 40,000		\$ 40,000						
Fire Department Breathing Apparatus		\$ 154,970		\$ 154,970						
New Fire Engine		\$ 550,000		550,000						
Fire Department Equipment		\$ 19,263		19,263						
TOTALS ALL PROJECTS		\$ 764,233		\$ 764,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

6 YEAR CAPITAL PROGRAM 2019 - 2024

SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

1 PROJECT	2 Estimated TOTAL COST	3 Budget Appropriations		4 Capital Improvement Fund	5 Capital Surplus	6 Grants in Aid And Other Funds	7 BONDS AND NOTES			
		Current Year 2019	Future Years				General	Self Liquidating	Assessment	School
TOTAL ALL PROJECTS										

TO
CAPITAL BUDGET (Current Year Action)
2019

1 PROJECT	2 Project Number	3 Estimated Total Cost	4 Amounts Reserved in Prior Years	5a 2019 Budget Appro- priations	PLANNED FUNDING SERVICES FOR CURRENT YEAR 2019					6 To Be Funded in Future Years
					5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized		
Prefabricated Building		\$ 40,000			\$ 40,000				\$ -	
Fire Department Breathing Aparatus		\$ 154,970			\$ 7,500				\$ 147,470	
New Fire Engine		\$ 550,000			\$ 27,500				\$ 522,500	
Fire Department Equipment		\$ 19,263			\$ 1,000				\$ 18,263	
TOTALS ALL PROJECTS		\$ 764,233			\$ 36,000		\$ -	\$ 688,233		

6 YEAR CAPITAL PROGRAM 2019-2024
Anticipated Project Schedule and Funding Requirement

1 PROJECT	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	ESTIMATED COMPLETION TIME	Budget Year 2019	2020	5 FUNDING AMOUNTS PER YEAR			
						2021	2022	2023	2024
Prefabricated Building		\$ 40,000	1 year	\$ 40,000					
Fire Department Breathing Aparatus		\$ 154,970	1 year	\$ 154,970					
New Fire Engine		\$ 550,000	1 year	550,000					
Fire Department Equipment		\$ 19,263	1 year	19,263					
TOTALS ALL PROJECTS		\$ 764,233		\$ 764,233					

6 YEAR CAPITAL PROGRAM 2019-2024
SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

1 PROJECT	2 Estimated TOTAL COST	3 Budget Appropriations		4 Capital Improvement Fund	5 Capital Surplus	6 Grants in Aid and Other Funds	7 BONDS AND NOTES			
		Budget Current Year 2019	Future Years				General	Self Liquidating	Assessment	School
Prefabricated Building	\$ 40,000			\$ 40,000			\$ -			
Fire Department Breathing Aparatus	\$ 154,970			\$ 7,500		\$ -	\$ 147,470			
New Fire Engine	\$ 550,000			\$ 27,500		-	\$ 522,500			
Fire Department Equipment	\$ 19,263			\$ 1,000			\$ 18,263			
TOTALS ALL PROJECTS	\$ 764,233			\$ 36,000		\$ -	\$ 688,233			

Be It Further Resolved that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.

It is hereby certified that this is a true copy of a resolution amending the capital budget section adopted by the governing body on the 24th day of June, 2019.

Certified by me

(DATE)

MUNICIPAL CLERK

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting June 24, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 204-2019

WHEREAS, the Mayor and Council of the Borough of Ridgefield wishes to purchase two pre-fabricated building to be utilized for the storage of public works equipment, fire department equipment and apparatus and police equipment; and

WHEREAS, the Mayor and Council also wish to restore an ambulance to enhance its useful life;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield authorize the following:

1. Purchase of two pre-fabricated buildings to be utilized for the storage of public works equipment, fire department equipment and apparatus and police equipment not to exceed \$40,000.
2. Restoration of ambulance to enhance its useful life not to exceed \$18,000.

BE IT FURTHER RESOLVED that this resolution is contingent on adoption of Capital Ordinance No. 2360 and funds are certified through Capital Improvements Fund 04-2250.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

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 June 24, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 205-2019

BE IT RESOLVED, that warrants totaling **\$568,682.46**
be drawn on the following accounts:

CURRENT	\$452,252.93
TRUST	\$78,854.25
CAPITAL	\$7,850.00
POOL	\$29,721.68
DOG LICENSE	\$3.60
TOTAL	\$568,682.46

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk