

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: May 2, 2018

Open Public Meetings Statement by Mayor Suarez

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

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

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

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

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

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

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
	Mayor Suarez	
Castelli		
Acosta		
Penabad		
Shim		
Jimenez		
Kontolios		

As advertised, hearing will be held on Ordinance No. 2341 entitled, “CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)”

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

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Introduction of Ordinance No. 2342 entitled, “AN ORDINANCE AMENDING SECTION 190-26, ENTITLED “INSPECTION FEES”, FORMING A PART OF CHAPTER 190, ENTITLED “FIRE PREVENTION CODE”

First Reading of Ordinance

Roll Call

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CONSENT AGENDA:

150-2018	Councilman Acosta	Liquor License Transfer
151-2018	Councilman Jimenez	Cancel Outstanding Checks
152-2018	Councilman Jimenez	Return of Escrow
153-2018	Councilman Penabad	Reject Bids-Firehouse Co. 2 Improvements Project
154-2018	Councilman Jimenez	Claimant Certification
155-2018	Councilman Jimenez	Plymouth Rock Energy Agreement
156-2018	Councilman Castelli	Salary Increase-R. Ramirez
157-2018	Councilman Castelli	Approve REA Collective Bargaining Agreement
158-2018	Councilman Acosta	Approve DPW Collective Bargaining Agreement

**COUNCIL VOTE**

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

RESOLUTIONS:

159-2018 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

**Coin Toss Request:**

RMHS Girls Volleyball  
October 20, 2018; Rain date October 21, 2018

COMMENTS BY COUNCILMEN:

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

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

Respectfully submitted,

Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Mayor Suarez

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

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

<b>COUNCIL VOTE</b>				
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Castelli				
Acosta				
Penabad				
Shim				
Jimenez				
Kontolios				
Mayor Suarez				

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

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

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Jimenez

ORDINANCE NO. 2341

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

“CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)”

introduced on the 18<sup>th</sup> day of April, 2018, 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				
Acosta				
Penabad				
Shim				
Jimenez				
Kontolios				
Mayor Suarez				

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting April 18, 2018

Presented by Councilman Jimenez

ORDINANCE NO. 2341

“CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET  
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)”

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget 0.5% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Ridgefield in the County of Bergen finds it advisable and necessary to increase its 2018 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$162,342.69 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Ridgefield, in the County of Bergen, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the 2018 budget year, the final appropriations of the Borough of Ridgefield shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.50%, amounting to \$568,199.42, and that the 2018 municipal budget for the Borough of Ridgefield be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Penabad

ORDINANCE NO. 2342

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 190-26, ENTITLED “INSPECTION FEES”,  
FORMING A PART OF CHAPTER 190, ENTITLED “FIRE PREVENTION CODE”

introduced on the 2<sup>nd</sup> day of May, 2018, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 16<sup>th</sup> day of May, 2018 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Penabad

ORDINANCE NO. 2342

“AN ORDINANCE AMENDING SECTION 190-26, ENTITLED “INSPECTION FEES”,  
FORMING A PART OF CHAPTER 190, ENTITLED “FIRE PREVENTION CODE”

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

Section I.

Section 190-26 of Chapter 190 of the Code of the Borough of Ridgefield, entitled “Inspection Fees”, be deleted in its entirety and replaced with the following:

A. Residential structures:

- (1) One to two dwelling units, non-owner-occupied: \$60.
- (2) Three dwelling units: \$100.
- (3) Four to 10 dwelling units: \$125.
- (4) Eleven to 20 dwelling units: \$150.
- (5) Twenty-one to 30 dwelling units: \$175.
- (6) Thirty-one to 50 dwelling units: \$225.
- (7) Fifty-one and more dwelling units: \$300., plus \$50. for every 10 units above 51.

B. Commercial premises:

- (1) All businesses of Use Group B and S2 of greater than 75,000 square feet: \$1,200.
- (2) All businesses of Use Group B and S2 which are greater than 50,000 square feet but less than 75,000 square feet: \$1,000.
- (3) All businesses of Use Group B and S2 which are greater than 25,000 square feet but less than 50,000 square feet: \$900.
- (4) All businesses of Use Group B and S2 which are greater than 12,000 square feet but less than 25,000 square feet: \$800.
- (5) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are greater than 8,000 square feet but less than 12,000 square feet: \$500.
- (6) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are greater than 5,000 square feet but less than 8,000 square feet: \$350.
- (7) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are greater than 2,500 square feet but less than 5,000 square feet: \$175.

(8) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are 400 square feet but less than 2,500 square feet: \$60.

(9) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are less than 400 square feet: \$50.

Section II.

In all respects, the terms and conditions of Chapter 190 are ratified and affirmed.

Section III. Repealer.

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

Section IV. Severability.

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

Section V.

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

Section VI:

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

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Anthony R. Suarez, Mayor

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Linda M. Silvestri,  
Borough Clerk

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Acosta

RESOLUTION NO. 150-2018

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 0249-33-009-010, heretofore issued to 13 ½ Winners Inc. with a mailing address of P.O. Box 423, Ridgefield, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield does hereby approve, effective May 4, 2018 the transfer of the aforesaid Plenary Retail Consumption License to VL Liquor LLC with a mailing address of 414 Chestnut Avenue, South Hackensack, NJ and does hereby direct the Borough Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to VL Liquor LLC, effective May 4, 2018."

Approved:

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

Attest:

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

COUNCIL VOTE

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 151-2018

WHEREAS, certain checks have remained outstanding for an extended period of time; and

WHEREAS, the Borough's Chief Financial Officer has exhausted all alternatives in contacting the respective payees; and

WHEREAS, she is recommending that these checks be cleared of record.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the following outstanding checks be cleared of record.

BE IT FURTHER RESOLVED, that these funds in the amount of \$4,328.24 be transferred to the Borough's Current account.

CURRENT ACCOUNT

<u>Check</u>	<u>Issue Date</u>	<u>Amount</u>
93746	12/15/16	\$1258.80
94127	1/18/17	270.00
95197	7/5/17	300.00
95493	9/6/17	174.50
95770	10/18/17	129.00

PAYROLL ACCOUNT

<u>Check</u>	<u>Issue Date</u>	<u>Amount</u>
211427	3/15/17	\$583.49
211511	3/29/17	134.16
211517	3/29/17	259.46
211656	4/26/17	775.54
211713	5/10/17	520.18
211859	6/7/17	8.72
212296	7/19/17	263.21
212339	8/2/17	325.17
212479	8/16/17	442.28

<u>Check</u>	<u>Issue Date</u>	<u>Amount</u>
212496	8/16/17	65.03
212645	8/30/17	65.03
212729	9/13/17	48.78
21234	10/11/17	857.19

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 152-2018

WHEREAS, the following applicants have legal and engineering escrow monies deposited with the Borough for payment to Borough professionals in conjunction with said development; and

WHEREAS, the Planning Board has determined that the projects are substantially complete and therefore the balance of the Escrow can be released; and

WHEREAS, the Escrow Accounts identified below have balances remaining after application of all Profession Review Fees that have been satisfied and there appears no further basis to retain the Escrow Deposits,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, that the Escrow balances referenced below be released as follows:.

<u>BLOCK</u>	<u>LOT(s)</u>	<u>NAME</u>	<u>AMOUNT</u>
505	4	Broderick Family, LLC	\$675.98
803	10	Robert and Iliana Rueda	\$358.75
3803	29	REDLC Properties, LLC	\$1,606.50
1904	6 & 7	Alexis Reality	\$935.00
1104	6.01	Inkfish Print, LLC	\$791.25
3501	6,7,8	Simit & Smith, Inc.	\$1,726.50
2303	2	Seung and Eun Lee	\$693.25

Approved:

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

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Penabad

RESOLUTION NO. 153-2018

WHEREAS, the Borough of Ridgefield advertised for bids for the Firehouse Company 2 Improvements Project and no bids were received on March 13, 2018 at 11:00 a.m., and

WHEREAS, the Borough of Ridgefield advertised and rebid this project on April 25, 2018 at 11:00 a.m.; and

WHEREAS, the bids were reviewed and it was determined that all bids received exceeded the amount budgeted for the Project, and consequently, the Purchasing Agent has recommended that all of the bids be rejected.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council that all of the bids received are rejected and the bidders will be notified.

BE IT FURTHER RESOLVED, that the Borough of Ridgefield can negotiate a lower price with vendors.

COUNCIL VOTE

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 154-2018

WHEREAS, N.J.A.C. 5:30-9A.6 and 5:31-4.1 give municipalities discretion to not require claimant certification under certain circumstances. Claimant or vendor certification from the party claiming that the bill or demand is correct.

THEREFORE, the Borough of Ridgefield will NOT require claimant certification for purchases \$300.00 or less that are budgeted and have complied with all purchasing laws. Any voucher that is a confirming order will require a claimant certification. This provision does not apply to the reimbursement of employee expenses or payment for personal services.

**COUNCIL VOTE**

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

Approved:

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 155-2018

WHEREAS N.J.S.A. 48:3-49, et seq, the Electric Discount and Energy Competition Act, (EDECA) separated the supply portion of the electric or natural gas rate from the delivery portion. With the supply portion now open to competition, the consumer has the option to shop for the best price on energy supplies from companies other than electric or gas utilities, i.e. from a Third Party Supplier licensed by the New Jersey Board of Public Utilities (“BPU”). The electric and natural gas distribution utility will continue to deliver electricity and/or natural gas through the utility’s wires and pipes which continues to be regulated by the BPU; and

WHEREAS, the Borough of Ridgefield, with the assistance of Aalra Energy solicited energy providers for rates; and

WHEREAS, Plymouth Rock Energy, LLC., 920 Railroad Ave. Woodmere, NY had the lowest rate of Electricity at \$0.12429 per kWh.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, authorize the Borough Administrator to enter into a two year contract with Plymouth Rock Energy for Borough’s electric needs.

COUNCIL VOTE

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

Approved:

Attest:

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

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



## New Jersey Electricity Commercial Service Agreement

### Customer Information

<b>Name</b>	Ridgefield Boro	<b>Date</b>	04/19/2018
<b>Address</b>	604 Broad Avenue Ridgefield Boro, NJ 07657	<b>Contract Term</b>	24 months beginning 6/1/2018 or the first available meter read thereafter.
<b>Email</b>		<b>Type</b>	New
<b>Phone</b>		<b>Contract Volume</b>	3,009,426
<b>SS#/EIN#</b>			

### Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

### Customer Disclosure Statement

<b>Price</b>	Fixed, Hourly LBMP or variable rate per kWh plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
<b>How the price is determined</b>	Fixed rate of \$0.12429 per kWh, including applicable taxes (SUT), plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
<b>Length of the agreement and end date</b>	24 months beginning 6/1/2018 or the first available meter read thereafter.
<b>Amount of Early Termination Fee and method of calculation</b>	No early termination fee for variable service. If fixed or LBMP service Customer will be charged the projected amount of electricity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the contract price in effect for the remainder of the current Term and the price at which Plymouth can sell such electricity following the termination.
<b>Amount of Late Payment Fee</b>	Customer will pay 1.5% on overdue balances not received by Plymouth within 15 days of the date of the bill.
<b>Provisions for renewal of the agreement</b>	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless Plymouth obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
<b>Special Terms and Conditions</b>	This agreement offers no special terms or conditions.
<b>Consolidated Billing</b>	Plymouth supply charges will be presented on the utility invoice

Background: This is an agreement for electric generation service between Plymouth Rock Energy, LLC ("Plymouth") and Customer for the account address listed above. Customer agrees to purchase electricity from Plymouth required to serve the account listed above, at the price listed above and as described in the General Terms and Conditions. We at Plymouth are licensed by the New Jersey Board of Public Utilities (Board) to offer and supply electric generation services in New Jersey under license number ESL-0102.

### Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to: 604 Broad Avenue  
Ridgefield Boro, NJ, 07657

### General Terms and Conditions

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Plymouth Rock Energy, LLC ("Plymouth") and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Plymouth (the "Agreement"). Subject to the terms and conditions of this Agreement, Plymouth agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Plymouth, necessary to meet Customer's requirements based upon consumption data obtained by Plymouth or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Plymouth or the LDC's delivery schedule. The LDC will continue to deliver the electric commodity supplied by Plymouth.

**2. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Plymouth is deemed effective by the LDC, and shall continue for 24 months beginning 6/1/2018 or

the first available meter read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate. If Plymouth proposes changes to the Agreement, Customer will receive written notification from Plymouth at least 45 days and not more than 90 days prior to the renewal date. While receiving service on a month-to-month basis, Customer or Plymouth may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement as specified above, shall be a fixed price per kWh as agreed to above, including all applicable taxes. Price includes line loss. (For each hour within the meter read cycle, the applicable price will be applied to the hourly consumption, for meters that

do not provide hourly usage, the hourly usage will be defined by Plymouth on a best efforts basis, by distributing the read over the utility load profile).

Plymouth will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 15 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Plymouth or the LDC, or each of the LDC and Plymouth may invoice Customer separately. Plymouth may assign and sell Customer accounts receivable to LDC. If Customer payment is not received when due, then Plymouth, in addition to other remedies that it may have, may, after 30 days written notice to Customer, cancel this agreement; provided that Customer will remain obligated to pay for all electric generation services sold to Customer prior to the cancellation. A \$30 fee will be charged for all returned payments.

**Usage Allowance:** In the event that usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by 25 percent or more, the Customer may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by 25 percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs and/or balancing costs. Base Load usage is shown in Schedule B for reference.

**Demand Deviation:** Any increase in capacity or transmission obligation (Demand) from the published ICAP and Trans tags, specified in Schedule B below, will result in the additional cost being passed through at the prevailing market rate.

**Early Termination:** If there is a material adverse change in the business or financial condition of Customer (as determined by Plymouth at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Plymouth may terminate this Agreement upon 30 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Plymouth terminates this Agreement due to Customer's breach, and the Agreement is for fixed price or LBMP service, the Customer shall pay Plymouth, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Plymouth of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

**4. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Plymouth. Plymouth may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Board.

**5. Information Release Authorization.** CUSTOMER AUTHORIZES PLYMOUTH TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDC: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY PLYMOUTH TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO PLYMOUTH. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO PLYMOUTH OR BY CALLING PLYMOUTH AT 1-866-539-6450. PLYMOUTH RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

**6. Consumer Protections.** The services provided by Plymouth to Customer are governed by the terms and conditions of this Agreement. Plymouth will provide at least 30 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Plymouth at 1.855.327.6937 or by contacting the Board's Consumer Relations at 1.800.624.0241.

**7 Cancellation.** Customer is liable for all Plymouth charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

**8. Agency.** Customer hereby designates Plymouth as agent to: (a) arrange and administer contracts and service agreements between Customer and Plymouth and those entities including the Plymouth Independent System Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Plymouth as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Title.** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the PJM Plymouth load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Plymouth will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

**10. Warranty.** This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and Plymouth. Plymouth makes no representations or warranties other than those expressly set forth in this Agreement, and Plymouth expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**11. Force Majeure.** Plymouth will make commercially reasonable efforts to provide electricity hereunder but Plymouth does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Plymouth ("Force Majeure Events") may result in interruptions in service. Plymouth will not be liable for any such interruptions caused by a Force Majeure Event, and Plymouth is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Plymouth's control. A force majeure event does not include an inability to pay any amount owing pursuant this Agreement.

**12. Liability.** The remedy in any claim or suit by Customer against Plymouth will be solely limited to direct actual damages, provided that in no event shall Plymouth's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered electricity and the price of electricity under this Agreement. All other remedies at law or in equity are hereby waived. In no event will either Plymouth or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**13. Contact Information.** For customer assistance, you can contact Plymouth at 1-855-327-6937; the BPU's Division of Consumer Relations at 1-800-624-0241; Elizabethtown Gas at 1-800-242-3830; Jersey Central Power & Light (JCP&L) at 1-800-662-3115; New Jersey Natural Gas at 1-800-221-0051; Public Service Electric & Gas (PSE&G) at 1-800-533-PSEG (7734); Rockland Electric aka Orange & Rockland at 1-877-434-4100; South Jersey Gas at 1-888-766-9900; and Atlantic City Electric at 1-800-642-3780.

**14. Dispute Resolution.** In the event of a billing dispute or disagreement involving Plymouth's service, Customer should contact Plymouth's Customer Service Center as provided above. Customer must pay the bill in full, except

for the specific disputed amount, during the pendency of the dispute. All complaints will be resolved in accordance with applicable law and Board regulations. Customer may contact the Board as provided above.

**15. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

**16. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Plymouth's net income, shall be paid by Customer, and Customer agrees to indemnify Plymouth and hold Plymouth harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by Plymouth in order to permit Plymouth to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to Plymouth in a timely manner, Plymouth shall apply a tax rate selected at Plymouth's sole discretion to Customer and, upon Plymouth's receipt of all necessary documentation and information, Plymouth will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period for which tax is owed but has not been collected and forwarded to the appropriate tax authority. Plymouth shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold Plymouth harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to

present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

**17. Regulatory Changes.** If at some future date there is a change in any law, rule, regulation or pricing structure whereby Plymouth is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion Plymouth shall have the right to cancel this Agreement on 30 days' notice to Customer.

**18. Change in Law.** In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in Plymouth Rock Energy incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be passed through to Customer.

**19. Emergency Service.** The LDC will respond to leaks and emergencies. In the event of an electric service interruption or other emergency, Customer should immediately call their local utility at: Elizabethtown Gas 1-800-492-4009; Jersey Central Power and Light (JCP&L) at 1-888-LIGHT55 (1-888-544-4877); New Jersey Natural Gas at 1-800-GAS-LEAK (1-800-427-5325); Public Service Electric and Gas (PSE&G) at 1-800-436-PSEG (7734); Rockland Electric AKA Orange & Rockland at 1-800-533-5323; South Jersey Gas at 1-800-582-7060; and Atlantic City Electric at 1-800-833-7476, and emergency personnel. Customer should then contact Plymouth at 1-855-327-6937.

**20. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and Plymouth have caused this Agreement to be executed as of the date first set forth above.

For Plymouth Rock Energy, LLC

For Ridgefield Boro

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
PE000006131275316522	PSE&G	RIDGEFIELD BORO	555 WALNUT ST Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000006372713114130	PSE&G	RIDGEFIELD BORO	604 Broad Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000006373123214332	PSE&G	RIDGEFIELD BORO	725 SLOCUM AVE RIDGEFIELD, NJ, 07657-1839	Commercial	GLP
PE000006615391314428	PSE&G	RIDGEFIELD BORO	Banta Pl Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000006615479604948	PSE&G	BORO OF RIDGEFIELD	Broad Ave Traffic B Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000006615682516546	PSE&G	RIDGEFIELD BORO	Shaler Blvd Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000006859258918429	PSE&G	RIDGEFIELD LIBRARY	527 Morse Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000009101368028560	PSE&G	RIDGEFIELD BORO	Linden Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000009102147714174	PSE&G	RIDGEFIELD BORO	530 SHALER BLVD RIDGEFIELD, NJ, 07657-2409	Commercial	GLP
PE000009589146104948	PSE&G	BORO OF RIDGEFIELD	Broad Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000009832566514300	PSE&G	RIDGEFIELD BORO	Banta Pl & Walnut St Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000009832764614438	PSE&G	RIDGEFIELD BORO	550 EDISON ST RIDGEFIELD, NJ, 07657-1800	Commercial	GLP
PE000009937848116621	PSE&G	RIDGEFIELD BORO	1029 Pleasantview Ter Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000010075792116574	PSE&G	RIDGEFIELD BORO	Broad Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000010075871314344	PSE&G	RIDGEFIELD BORO	Bruce St & So Slocum Ave Ridgefield Boro, NJ, 07567	Commercial	GLP

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
PE000010318650814415	PSE&G	RIDGEFIELD BORO	1041 Edgewater Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000010318818116621	PSE&G	RIDGEFIELD BORO	1 EDISON ST# VETS RIDGEFIELD PARK, NJ, 07660-2204	Commercial	GLP
PE000010319007014475	PSE&G	RIDGEFIELD BORO	Shaler Blvd Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000010319198714158	PSE&G	RIDGEFIELD BORO	Bergen Blvd Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000010562260916621	PSE&G	RIDGEFIELD BORO	Broad Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000010805481814274	PSE&G	RIDGEFIELD BORO	River St Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000010805758904948	PSE&G	BORO OF RIDGEFIELD	Broad Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011294982116636	PSE&G	RIDGEFIELD BOROUGH	Broad Ave X Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011295116514236	PSE&G	RIDGEFIELD BORO	700 SHALER BLVD RIDGEFIELD, NJ, 07657-1222	Commercial	GLP
PE000011539038714317	PSE&G	RIDGEFIELD BORO	Broad Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011783175014288	PSE&G	RIDGEFIELD BORO	Banta Pl Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000012220714514391	PSE&G	RIDGEFIELD BORO	1 EDISON ST# VETS RIDGEFIELD PARK, NJ, 07660-2204	Commercial	GLP
PE000011826957016531	PSE&G	RIDGEFIELD BORO	Broad Ave TS Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011826964614148	PSE&G	RIDGEFIELD BORO	Broad Ave TS Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011826992714242	PSE&G	RIDGEFIELD BORO	Broad Ave & Shaler Blvd Ridgefield Boro, NJ, 07567	Commercial	GLP

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
PE000011826963814378	PSE&G	RIDGEFIELD BORO	Bergen Blvd TS Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011826959614462	PSE&G	RIDGEFIELD BORO	760 Broad Ave TS Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011826132014261	PSE&G	RIDGEFIELD BORO	BERGEN AVE# & RIDGEFIELD PARK, NJ, 07660-1528	Commercial	GLP
PE000011922820314447	PSE&G	RIDGEFIELD BORO	Various Locations Ridgefield Boro, NJ, 07567	Commercial	BPL
PE000011826131214487	PSE&G	RIDGEFIELD BORO	Art Ln & Edgewater Ave Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011826713716560	PSE&G	RIDGEFIELD BORO	Grand Ave & Maple & Rt 93 Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011826962014253	PSE&G	RIDGEFIELD BORO	Bergen Blvd TS Ridgefield Boro, NJ, 07567	Commercial	GLP
PE000011825975314447	PSE&G	RIDGEFIELD BORO	Various Locations Ridgefield Boro, NJ, 07567	Commercial	BPL
PE000011825976114447	PSE&G	RIDGEFIELD BORO	Various Locations Ridgefield Boro, NJ, 07567	Commercial	BPL
PE000011826133814118	PSE&G	RIDGEFIELD BORO	BERGEN AVE# & RIDGEFIELD PARK, NJ, 07660-1528	Commercial	GLP

Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual	Cap (kW)	Trans (kW)
PE00000813273146322	PSE&G	2,137	2,336	2,527	2,763	6,178	11,151	13,618	12,850	4,799	3,199	2,012	2,135	65,709 KWH	26	23
PE000008372713114130	PSE&G	10,238	8,001	8,361	9,347	11,049	13,727	16,203	14,977	12,959	12,209	9,870	9,154	135,547 KWH	43	36
PE000008373123114332	PSE&G	5,377	3,657	4,396	6,099	8,697	10,028	13,296	9,385	6,974	6,014	4,528	4,977	82,368 KWH	43	41
PE000008613391314428	PSE&G	1,380	979	1,115	2,353	1,914	4,091	3,333	1,071	899	1,979	1,623	1,508	24,069 KWH	40	38
PE000008615479604948	PSE&G	-	6	8	8	-	-	-	-	1	-	-	-	23 KWH	-	-
PE000008619682516546	PSE&G	22	20	80	1,573	1,887	1,632	489	364	1,220	1,122	444	36	8,889 KWH	9	22
PE000008839150918429	PSE&G	11,426	10,161	10,986	11,860	13,954	15,353	17,176	15,834	14,099	12,779	11,147	11,134	151,749 KWH	65	54
PE0000091013680282960	PSE&G	4,876	4,314	4,742	4,616	15,693	4,068	3,286	3,381	9,168	3,130	4,760	4,903	68,987 KWH	131	113
PE00000910214714174	PSE&G	2,294	2,260	2,235	2,034	2,348	4,374	5,831	4,234	2,842	2,666	1,933	2,220	34,271 KWH	15	12
PE0000093891461104948	PSE&G	367	332	378	332	335	319	333	341	345	372	350	413	4,417 KWH	-	1
PE000009632366514300	PSE&G	502	134	121	162	688	1,185	1,846	1,750	798	676	473	518	8,905 KWH	3	4
PE000009632764614438	PSE&G	627	581	701	591	623	1,107	1,401	1,267	1,197	757	533	632	10,007 KWH	4	5
PE000009937848116621	PSE&G	1,896	1,277	1,918	2,943	4,033	2,946	2,097	2,037	2,888	3,206	2,027	1,805	29,433 KWH	58	67
PE00001007379116374	PSE&G	6	6	6	6	6	6	6	6	6	7	7	6	73 KWH	-	-
PE000010073871314344	PSE&G	865	1,220	1,286	1,203	679	1,117	764	969	916	882	833	862	11,616 KWH	7	10
PE000010318650814415	PSE&G	5,652	4,295	5,633	4,661	4,805	6,334	7,802	7,198	5,979	4,534	4,475	5,395	67,103 KWH	22	17
PE000010318818116621	PSE&G	890	1,021	1,074	1,128	606	1,980	3,287	1,785	922	1,249	1,079	1,011	16,032 KWH	9	8
PE000010319007014475	PSE&G	656	22	252	2,978	3,463	2,824	2,480	996	862	2,337	773	25	17,828 KWH	30	30
PE00001031919198714158	PSE&G	2,399	1,726	2,082	2,102	2,553	3,624	4,311	3,504	3,000	2,797	1,943	2,109	32,330 KWH	16	14
PE000010762360916621	PSE&G	405	333	359	334	337	322	341	338	362	361	412	412	4,316 KWH	1	1
PE000010803481814274	PSE&G	2,899	1,369	1,311	1,459	2,232	2,229	2,306	320	245	254	3,601	3,144	21,349 KWH	12	9
PE000010803758904948	PSE&G	391	335	360	339	338	319	331	339	345	357	381	398	4,243 KWH	1	1
PE000011294982116636	PSE&G	484	527	573	348	420	404	427	432	443	466	473	506	5,513 KWH	4	4
PE000011291116514236	PSE&G	993	617	574	385	356	216	323	232	283	260	426	936	5,651 KWH	3	2
PE00001139038714317	PSE&G	3,851	2,732	2,797	2,913	3,430	4,010	4,473	4,109	3,348	3,106	3,068	4,104	41,971 KWH	12	8
PE000011783179014288	PSE&G	-	1	-	-	-	-	-	-	-	-	-	-	1 KWH	-	-
PE00001220714314391	PSE&G	410	371	390	400	410	400	411	411	394	411	394	406	4,808 KWH	9	1
PE000011826957016731	PSE&G	1,448	1,281	1,375	1,367	1,417	1,330	1,412	1,462	1,285	1,437	1,327	1,291	16,432 KWH	2	2
PE00001182696461448	PSE&G	826	731	785	779	808	788	806	894	733	831	737	736	9,384 KWH	1	1
PE000011826992714342	PSE&G	1,418	1,254	1,346	1,338	1,387	1,302	1,382	1,432	1,258	1,426	1,299	1,263	16,107 KWH	2	2
PE000011826963814378	PSE&G	86	76	81	81	84	79	83	86	76	86	78	76	972 KWH	-	-
PE000011826993614462	PSE&G	1,193	1,019	1,095	1,087	1,127	1,058	1,124	1,164	1,023	1,139	1,096	1,027	13,092 KWH	1	1
PE000011826132014361	PSE&G	293	259	278	276	286	269	283	296	260	284	268	261	3,323 KWH	-	-
PE000011922820314447	PSE&G	27,098	22,224	23,350	19,275	17,825	16,075	17,109	18,810	20,961	23,923	23,573	27,571	299,296 KWH	-	-
PE000011826131214487	PSE&G	90	79	85	85	88	82	88	91	80	90	82	80	1,020 KWH	1	1
PE000011826713716360	PSE&G	128	113	121	121	125	117	123	129	113	129	117	114	1,452 KWH	-	-
PE000011826962014253	PSE&G	110	97	104	104	108	101	107	111	97	111	101	98	1,249 KWH	-	-
PE000011827975314447	PSE&G	251	232	233	200	184	166	177	195	217	248	264	286	2,683 KWH	-	-
PE000011827976114447	PSE&G	32,975	27,394	27,425	23,442	21,678	19,351	20,805	22,876	25,482	29,096	31,103	33,230	313,349 KWH	-	-
PE000011826133814118	PSE&G	134	119	127	127	131	123	131	136	119	133	123	119	1,524 KWH	-	-
Total Volumes		136,983	104,611	110,270	111,411	131,892	135,197	130,827	135,741	126,749	126,035	119,782	125,215	1,504,713		



### Billing Address

Customer Name	Ridgefield Boro
C/O (Management Company)	
Billing Address	604 Broad Avenue Ridgefield Boro, NJ, 07657

### Management Company

Main Phone	
Contact Name	
Direct Phone	
Fax	
Email	

### Accounts Payable

Contact Name	
Contact Phone	
Fax	
Email	

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Castelli

RESOLUTION NO. 156-2018

WHEREAS, on February 3, 2016 Ray Ramirez was appointed as Borough Administrator;  
and

WHEREAS, Ray Ramirez has also served as the Borough's Recreation Director during  
that time; and

WHEREAS, the Mayor and Council believes that Ray Ramirez has served admirably in  
his dual capacity as Borough Administrator and Recreation Director; and

WHEREAS, the Mayor and Council appreciates the tremendous amount of work required  
to fulfill these dual tasks; and

WHEREAS, the Mayor and Council is desirous of recognizing the valuable contributions  
that Ray Ramirez has made by serving in the dual capacities and performing these tasks at an  
extremely high level;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of  
Ridgefield that effective immediately, Ray Ramirez shall receive an increase of \$5,000 on his  
salary of \$30,000 as Borough Administrator for a total of \$35,000 to serve in that capacity, in  
addition to his salary as Recreation Director.

Approved:

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

Attest:

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

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

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Castelli

RESOLUTION NO. 157-2018

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**

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

Approved:

Attest:

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

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

A G R E E M E N T  
BETWEEN  
BOROUGH OF RIDGEFIELD  
AND  
RIDGEFIELD EMPLOYEES ASSOCIATION

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January 1, 2018 through December 31, 2021

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## **Article I - PREAMBLE**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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, 2018 each Employee who has been employed for one (1) year at that time shall receive a salary increment of two percent (2%) above the base salary that such Employee was receiving as of December 31, 2017.
- B. Effective January 1, 2019, each Employee who has been employed for one (1) year at that time shall receive a salary increment of two percent (2%) above the base salary that such Employee was receiving as of December 31, 2018.
- C. Effective January 1, 2020, each Employee who has been employed for one (1) year at that time shall receive a salary increment of two percent (2%) above the base salary that such Employee was receiving as of December 31, 2019.
- D. Effective January 1, 2021, each Employee who has been employed for one (1) year at that time shall receive a salary increment of two percent (2%) above the base salary that such Employee was receiving as of December 31, 2020.
- E. 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 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.
- F. In addition to the base salary and commencing as of January 1, 2018, 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 - \$750.00 increase on base pay.

5th year of employment - \$750.00 increase on base pay.

10th year of employment - \$750.00 increase on base pay.

15th year of employment - \$750.00 increase on base pay.

20th year of employment - \$1,000.00 increase on base pay.

25<sup>th</sup> year of employment - \$1,000.00 increase on base pay.

This shall be based upon the date the Employee was hired. Existing Employees as of January 1, 2018 will receive the above salary increases based on their current length of employment. Additionally, a one-time retroactive payment for all years of service will be made.

## 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 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 (1<sup>st</sup>) 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 (5<sup>th</sup>) 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 (10<sup>th</sup>) year of service, the Employee shall be entitled to twenty (20) working days' vacation.
  5. Upon completion of the fifteenth (15<sup>th</sup>) 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 1<sup>st</sup> 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.
- E. 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 and existing position to an interested, current Employee before 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 85% 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 judgement 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, 2018, except as noted in individual Articles, and shall remain in effect until December 31, 2021. 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 \_\_\_\_\_, 2018.

BOROUGH OF RIDGEFIELD

RIDGEFIELD EMPLOYEES' ASSOCIATION

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Acosta

RESOLUTION NO. 158-2018

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				
Acosta				
Penabad				
Shim				
Jimenez				
Kontolios				
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

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JANUARY 1, 2017 THROUGH DECEMBER 31, 2020

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Prepared By:

LIMSKY MITOLO  
224 Johnson Avenue, 2<sup>nd</sup> Floor  
Hackensack, New Jersey 07601  
(201) 488-5300

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PREAMBLE

**THIS AGREEMENT** executed this \_\_\_ day of \_\_\_\_\_, 2017, 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, 2017, and shall end on December 31, 2020. The provisions of this Agreement shall remain in full force and effect during that period unless amended in writing by the mutual consent of the parties hereto.

### ARTICLE III

#### EMPLOYEE CATEGORIES

1. There are hereby established the following categories of employees within the DEPARTMENT exclusive of Supervisory personnel.
  - a. **Heavy Equipment Operator** – a person who is qualified and certified by the SUPERINTENDENT to operate heavy equipment.
  - b. **General Labor** – a person employed by the DEPARTMENT who is qualified and certified by the SUPERINTENDENT to operate general equipment.
  - c. **Special Skills Person** – any person employed by the DEPARTMENT who has training in those specialized skills such as plumber, electrician, mechanic, etc.
  - d. **Custodian** – any person employed by the DEPARTMENT who is not qualified nor certified by the SUPERINTENDENT to be qualified to operate heavy equipment, nor certified as a special skill, nor a Sanitation Lifter or Sanitation Driver.
  - e. **Sanitation Lifter** – any person employed by the DEPARTMENT who regularly performs the work of collecting garbage, trash, recycling and other waste products and depositing same into BOROUGH vehicles.
  - f. **Sanitation Driver** – any person who has a CDL license and is otherwise qualified to operate a sanitation vehicle, and who regularly performs the function of driving that vehicle during the collection of trash, garbage, recycling and other products.
  - g. **Sanitation Lifter/Driver** – any person employed by the DEPARTMENT who regularly performs the work of collecting garbage, trash, recycling and other waste products and depositing same into BOROUGH vehicles, but who has a CDL and is otherwise qualified to drive a sanitation vehicle when required.

2. Any employee who applies for a transfer to another category must be recommended and approved by the SUPERINTENDENT of the DEPARTMENT for transfer to such new category and must train in the new category for a period of not less than six (6) months from the time of the employee's transfer. At the expiration of the six (6) month training period, the SUPERINTENDENT must submit to the DEPARTMENT Committee a recommendation for final approval and transfer to the new category. Upon approval of the DEPARTMENT Committee and the Mayor and Council of the final transfer to the new category, that employee will then receive the starting wage in that category and all increases thereafter would be determined by the anniversary date of the approval of the DEPARTMENT Committee of the final transfer.
3. All employees, regardless of position and/or classification, shall perform any duty within the normal operation of the DEPARTMENT as directed by the SUPERINTEDENT and/or his supervisory personnel with the exception that as to mechanical work normally performed by the machine, an employee who is not a mechanic may only be an assistant to the mechanic. It is agreed and stipulated that the classification of any employee shall not preclude that employee from doing work normally assigned to other classifications as directed by the SUPERINTENDENT and/or his supervisory personnel except in the field of mechanics as set forth above.
4. In those instances where the DEPARTMENT intends to hire in the category of labor, first consideration shall be given to sanitation assigned workers based on seniority.

ARTICLE IV

WAGES

1. Commencing January 1, 2017, 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, 2016, shall receive the following salary increase on the employee's base pay:
  - a. Effective January 1, 2017, base salaries of the unit members shall be increased by two (2.0%) percent.
  - b. Effective January 1, 2018, base salaries of the unit members shall be increased by two (2.0%) percent.
  - c. Effective January 1, 2019, base salaries of the unit members shall be increased by two (2.0%) percent.
  - d. Effective January 1, 2020, base salaries of the unit members shall be increased by two (2.0%) percent.
  
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.

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.

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:

10<sup>th</sup> year of employment – 2% additional pay on base pay

15<sup>th</sup> year of employment – 2% additional pay on base pay

20<sup>th</sup> year of employment – 2% additional pay on base pay

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

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 (5<sup>th</sup>) full year of continuous employment, ten (10) working days.
  - b. Upon completing the fifth (5<sup>th</sup>) full year of continuous employment through and including the tenth (10<sup>th</sup>) full year of continuous employment, fifteen (15) working days.
  - c. Upon completing the tenth (10<sup>th</sup>) full year of continuous employment through and including the fifteenth (15<sup>th</sup>) full year of continuous employment, twenty working days.
  - d. Upon completing the fifteenth (15<sup>th</sup>) 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.

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

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

ARTICLE XVII

DISABILITY COVERAGE

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

ARTICLE XVIII

MEDICAL, DENTAL, EYE CARE

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

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

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

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

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

ARTICLE XIX

INSURANCE

The employer will indemnify all employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the items specified under the Job Description, except where the employee acts outside the scope of his employment, acts with gross negligence, acts with recklessness or engages in willful misconduct

ARTICLE XX

PAST PRACTICES

All conditions of work and employment, and practices heretofore established and not specifically amended by this Agreement, shall remain in effect for the duration of this Agreement and all powers of the BOROUGH, heretofore exercised and/or provided by law not specifically amended by this Agreement are hereby reserved to the BOROUGH.

ARTICLE XXI

SENIORITY

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

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

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

ARTICLE XXII

SAFETY COMMITTEE

The BOROUGH and the DEPARTMENT shall establish a safety committee consisting of the number of members designed by the BOROUGH. Said safety committee shall have the power to recommend to the BOROUGH various safety practices and rules and regulations relating to same. It shall be the sole obligation of the BOROUGH to adopt such rules and regulations as it deems fit in its discretion. The safety committee shall be responsible for enforcing all safety rules and regulations thus promulgated by the BOROUGH. All disciplinary action shall be taken consistent with the BOROUGH policy and procedures manual.

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

ARTICLE XXIII

CDL LICENSES

Employees shall be permitted to take the state test for a CDL license and/or go for the renewal of a CDL license during the work day with pay, but to be scheduled with the SUPERINTENDENT, and only for reasonable durations. Upon presentation of a new CDL license for three (3) years, a single additional payment of Fifteen Dollars and no/cents (\$15.00), or such other amount as shall represent the difference between a CDL license and regular driver's license, shall be paid to the employee who received the new three (3) year CDL license. In addition, employees will receive a \$3,000.00 increase in their base salary upon obtaining their initial CDL license. Each new employee shall use his or her reasonable best efforts to obtain a CDL when the knowledge or skills is essential for the position.

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

## ARTICLE XXIV

### GRIEVANCE PROCEDURE

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

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

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

b. A grievance shall be in writing, directed to the SUPERINTENDENT or his designee, and shall set forth in plain and understandable language, and in detail, the grievance complained of. Grievances shall be filed with the SUPERINTENDENT within a reasonable time of the happening of the act or event complained of. Grievances against the SUPERINTENDENT shall be filed directly with the Borough Administrator or Borough Clerk in accordance with STEP TWO below.

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

4. **STEP TWO**: STEP TWO of the grievance procedure shall be initiated by having the complaining employee file an original copy of the grievance with the Borough Administrator or Borough Clerk, together with a request that the matter be reviewed in STEP TWO. Within five (5) working days of the filing for review in STEP TWO, the complaining employee shall meet with the Borough Administrator

and, at the discretion of the Borough Administrator, the SUPERINTENDNET. If the grievance is not resolved satisfactorily at STEP TWO, the employee may seek review at STEP THREE.

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

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

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

ARTICLE XXV

NO STRIKE OR LOCKOUT PLEDGE

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

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

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

ARTICLE XXVI

DATA FOR FUTURE BARGAINING

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

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

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

ARTICLE XXVII

SEPARABILITY AND SAVINGS

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

ARTICLE XXVIII  
COMPLETE AGREEMENT

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

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

DEPARTMENT OF PUBLIC WORKS

BOROUGH OF RIDGEFIELD

By: \_\_\_\_\_

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

Dated:

Dated:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Linda Silvestri, Borough Clerk

Dated:

Dated:

By: \_\_\_\_\_

Dated:

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

---

Diane Sherry,  
Chief Financial Officer

BOROUGH OF RIDGEFIELD  
Bergen County, New Jersey

Meeting May 2, 2018

Presented by Councilman Jimenez

RESOLUTION NO. 159-2018

BE IT RESOLVED, that warrants totaling **\$1,196,150.12**  
be drawn on the following accounts:

CURRENT	\$1,101,913.08
TRUST	\$91,480.85
POOL	\$2,747.43
UNEMPLOYMENT FUND	\$8.76
<b>TOTAL</b>	<b>\$1,196,150.12</b>

COUNCIL VOTE

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

Approved:

Attest:

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

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