

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: October 12, 2015

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to Executive Session: C.T.O.: 6:30 P.M. Adjourn: 6:31 P.M.

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

Executive Session: 6:30 P.M. C.T.O.: 6:31 P.M. Adjourn: 6:49 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:30 P.M. Adjourn: 8:17 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of June 22, 2015 Work Session, June 22, 2015 Public Session, July 13, 2015 Public Session, and August 17, 2015 Public Session Meetings - APPROVED

Discussion on Best Practices Checklist

As advertised, hearing will be held on Ordinance No. 2288 entitled, “AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 375 “VEHICLES AND TRAFFIC” SECTION 375-6 “LIMITED DURATION PARKING AREAS” TO ADD ADDITIONAL AREAS”

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

Public Hearing

ROLL CALL-PUBLIC SESSION

Table with 5 columns: Name, Adj. to Ex. Pres., Adj. to Ex. Abs., Public Pres., Public Abs. Rows include Mayor Suarez, Castelli, Acosta, Penabad, Shim, Todd, Vincentz.

ROLL CALL-EXEC. SESSION

Table with 3 columns: Name, PRESENT, ABSENT. Rows include Mayor Suarez, Castelli, Acosta, Penabad, Shim, Todd, Vincentz.

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

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2289 entitled, "AN ORDINANCE AMENDING SECTION 375-5 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED NO PARKING AREAS"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2290 entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2291 entitled, "AN ORDINANCE AMENDING SECTION 375-29 OF ARTICLE VIII OF CHAPTER 375, FOUR-TON WEIGHT LIMIT, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2292 entitled, "AN ORDINANCE AMENDING ARTICLE LXVIII OF CHAPTER 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED DEVELOPMENT FEES"

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

252-2015	Councilman Penabad	Return of Escrow
253-2015	Councilman Penabad	Appoint Qualified Purchasing Agent
254-2015	Councilman Penabad	Adjusted Assessment 2014 – Block 3403, Lot 2
255-2015	Councilman Penabad	Adjusted Assessment 2015 – Block 3403, Lot 2
257-2015	Councilman Penabad	Temporary Accounting and Finance Services
258-2015	Mayor Suarez	Proclamation – Hispanic Heritage Month
259-2015	Mayor Suarez	Proclamation – Italian Heritage Month
260-2015	Councilman Acosta	Hire Hearing Officer for Disciplinary Proceedings
261-2015	Councilman Acosta	Hire Temporary Plumbing Sub Code Official
262-2015	Councilman Acosta	Approve DPW Collective Bargaining Agreement

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

RESOLUTIONS:

256-2015	Councilman Penabad	Rescue Truck Return
263-2015	Councilman Penabad	Warrants
264-2015	Councilman Acosta	Endorse FY2016 DOT Grant Application

COMMENTS BY MAYOR:

Coin Toss Request:

RMHS Volleyball
October 31, 2015 – Rescheduled from 10/5/15

APPROVED

Request to Hang Banner:

Friends of the Ridgefield Library
Vets Field Fence
Through November 7, 2015

APPROVED

Request to Use Town Bus:

Ridgefield Senior Citizens
December 9, 2015 – La Fortuna
4:15 p.m. – 10:00 p.m.

APPROVED

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 October 12, 2015

Presented by Mayor Suarez

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

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

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Acosta				
Penabad				
Shim				
Todd				
Vincentz				
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 October 12, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2288

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

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 375 “VEHICLES AND TRAFFIC” SECTION 375-6 “LIMITED DURATION PARKING AREAS” TO ADD ADDITIONAL AREAS”

introduced on the 28th day of September, 2015, 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	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 28, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2288

“AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 375 “VEHICLES AND TRAFFIC” SECTION 375-6 “LIMITED DURATION PARKING AREAS” TO ADD ADDITIONAL AREAS”

BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, being the governing body thereof, that Chapter 375 “Vehicles and Traffic”, Section 375-6 “Limited Duration Parking Areas” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

Section I:

§ 375-6 Limited duration parking areas.

C. Parking is hereby prohibited on the following streets or parts thereof in the Borough of Ridgefield between the hours of 8:30 a.m. and 4:30 p.m. for a period longer than 30 minutes:

(4) On the westerly side of Bergen Boulevard beginning at a point 72 feet north from the point where said westerly curb line of Bergen Boulevard intersects with the northerly curb line of Oakdene Avenue and continuing in a northerly direction along Bergen Boulevard a distance of 20 feet to 92 feet, directly adjacent to the address commonly known as 611 Bergen Boulevard.

Section II: Repealer.

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

Section III: Severability.

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

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2289

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 375-5 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED NO PARKING AREAS”

introduced on the 28th day of September, 2015, 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	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 28, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2289

“AN ORDINANCE AMENDING SECTION 375-5 OF THE CODE OF THE BOROUGH OF
RIDGEFIELD ENTITLED NO PARKING AREAS”

BE IT ORDAINED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, that Chapter 375 “Vehicles and Traffic”, Section 375-5 “No Parking Areas” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

Section I:

§ 375-5 No parking areas.

- A. Parking is hereby prohibited on streets or parts thereof in the Borough of Ridgefield as follows:

(108) On the northerly side of Maple Avenue beginning at a point 282 feet west from the point where said northerly curb line of Maple Avenue intersects with the westerly curb line of Broad Avenue at the northwestern corner of that intersection, and continuing in a northerly direction from that point a distance of 9 feet, to the point of 291 feet.

Section II: In all other respects, the terms, conditions and provisions of Section 375-5 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2290

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

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES”

introduced on the 12th day of October, 2015 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 26th day of October, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2290

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING
HANDICAPPED PARKING SPACES”

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

Section I:

Section 375-52 of the Code of the Borough of Ridgefield, entitled “Designated Areas” subpart B, be and hereby is amended by the following:

1. Deleting the designated handicapped space at 514 Hillside Street, Ridgefield, New Jersey, presently appearing as Item 27 in the Ordinance.

Section II: In all other respects, the terms, conditions and provisions of Section 375-52 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2291

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 375-29 OF ARTICLE VIII OF CHAPTER 375, FOUR-TON WEIGHT LIMIT, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 12th day of October, 2015 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 26th day of October, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2291

“AN ORDINANCE AMENDING SECTION 375-29 OF ARTICLE VIII OF CHAPTER 375,
FOUR-TON WEIGHT LIMIT, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

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

Section I: Section 375-29 of Article VIII, Four-Ton Weight Limit, of Chapter 375 of the Code of the Borough of Ridgefield, entitled “Specific Streets”, be and hereby is amended by adding to the existing language of said ordinance new subsections as follows:

H. Prospect Avenue: From Elm Avenue to the Palisades Park border

Section II: In all other respects, the terms and provisions of Chapter 375 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2292

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

“AN ORDINANCE AMENDING ARTICLE LXVIII OF CHAPTER 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED DEVELOPMENT FEES”

introduced on the 12th day of October, 2015 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 26th day of October, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2292

“AN ORDINANCE AMENDING ARTICLE LXVIII A OF CHAPTER 390 OF THE CODE OF
THE BOROUGH OF RIDGEFIELD ENTITLED DEVELOPMENT FEES”

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

Section I:

The existing language of the entirety of Article LXVIII A, entitled “Development Fees”,
be and hereby is repealed, and replaced with the following:

§ 390-204.1. Purpose.

The purpose of this article is to establish standards for the collection, maintenance and
expenditure of development fees pursuant to applicable law. Fees collected pursuant to this
article shall be used for the sole purpose of providing low- and moderate-income housing. This
article shall be interpreted within the framework of applicable law on development fees and on
municipal obligations to provide a realistic opportunity for the municipality’s fair share of
affordable housing.

§ 390-204.2. Residential development fees.

Developers of multi-family residential developments shall pay a development fee of 1 1/2% of
the equalized assessed value of the development. When an increase in residential density in a
multi-family residential development pursuant to NJSA 40:55D(5) has been permitted, the
developer shall pay a development fee of six (6) per cent of the equalized assessed value for each
additional unit of housing that is realized.

§ 390-204.3. Nonresidential development fees.

Development fees will not be assessed against developers of non-residential activity as same is
presently prohibited by existing law.

§ 390-204.4. Eligible exaction and ineligible exaction.

A. Developers of affordable housing developments, developments where the developer is
providing for the construction of affordable units elsewhere in the municipality, and

developments where the developer has made a payment in lieu of onsite construction of affordable units shall be exempt from paying development fees.

B. Developers that expand an existing multi-family residential structure for residential purposes shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.

C. Developers that have received preliminary or final approval prior to the effective date of this article shall be exempt from paying a development fee unless the developer subsequent to the original approval seeks a substantial change in that approval.

D. Developers of one and two family stand alone structures are exempt from paying development fees.

§ 390-204.5. Collection of fees.

A. Developers shall pay 50% of the calculated development fee to the Borough of Ridgefield prior to the issuance of building permits. The development fee shall be estimated by the Tax Assessor prior to the issuance of building permits, and shall be paid as a precondition to the issuance of building permits for the development.

B. Developers shall pay the remaining fee to the Borough of Ridgefield prior to the issuance of certificates of occupancy. Prior to the issuance of certificates of occupancy, the Tax Assessor shall calculate the equalized assessed value and the appropriate development fee. The developer shall be responsible for paying the difference between the fee previously paid prior to the issuance of building permits, and the total amount calculated by the Tax Assessor.

C. Developers wishing to appeal the calculation of a development fee pursuant to this ordinance shall file an appeal with the Borough Clerk within 20 days of receiving notice of the assessed fee. The appeal shall be heard by the Mayor and Council, or its representative, within 60 days of filing. Pending the hearing and decision, the assessed fees will be collected but held in a suspense account so as to not be expended by the Borough until a decision on the appeal.

§ 390-204.6. Housing Trust Fund.

A. There is hereby created an interest-bearing Housing Trust Fund to be situated at a banking institution at the Borough's choosing, for the purpose of receiving development fees from residential and nonresidential developers. All development fees paid by developers pursuant to this article shall be deposited in this fund. No money shall be expended from this Housing Trust Fund unless the expenditure conforms to a spending plan that has received whatever approvals are required by existing law.

B. The operation of the Borough's Housing Trust Fund shall be in accordance with applicable law. The operation of this Housing Trust Fund shall be amended as necessary, from time to time, based on applicable law.

§ 390-204.7. Use of funds.

A. Money deposited in a housing trust fund may be used for any activity deemed appropriate under applicable law for addressing the Borough of Ridgefield's low- and moderate-income housing obligation. Such activities may include, but are not necessarily limited to, housing rehabilitation, new construction, regional contribution agreements, the purchase of land for low- and moderate-income housing sites, assistance designed to render units more affordable to low- and moderate-income households and administrative costs necessary to implement the Borough of Ridgefield's housing element. The expenditure of all money shall conform to applicable legal standards.

B. At least 30% of the revenues collected shall be devoted to render units more affordable. Examples of such activities include, but are not limited to, down payment assistance, low interest loans and rental assistance.

§ 390-204.8. Definitions.

The following definitions should be added to or amended within the current development ordinances:

DEVELOPMENT FEES

Money paid by an individual, person, partnership, association, company or corporation for the improvement of property as permitted in COAH's rules.

DEVELOPER

A developer is the legal or beneficial owner of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

EQUALIZED ASSESSED VALUE

The value of a property determined by the Municipal Tax Assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of issuance of a building permit may be obtained by the Tax Assessor utilizing estimates for construction cost. Final equalized assessed value will be determined at project completion by the Municipal Tax Assessor.

JUDGMENT OF REPOSE

A judgment issued by the Superior Court approving a municipality's plan to satisfy its fair share obligation.

MULTI-FAMILY RESIDENTIAL DEVELOPMENT

Residential housing consisting of three (3) units or more.

SUBSTANTIVE CERTIFICATION

A determination by an appropriate authority approving a municipality's fair share plan in accordance with the provisions of applicable law and the rules and criteria as set forth herein.

Section II. Repealer.

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

Section III. Severability.

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

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

Section V: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

RESOLUTION NO. 252-2015

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

<u>Applicant</u>			<u>Amount</u>
Richard Jewett	761 Day Ave	Blk 2704/L10	\$ 445.00

WHEREAS, Borough professionals have determined that all required improvements have been satisfactorily completed and all fees due for services rendered have been received:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Borough Treasurer is and hereby authorized to return the balance of escrow monies to the applicant.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

RESOLUTION NO. 253-2015

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

FRANK BERARDO

be appointed as Qualified Purchasing Agent at the monthly salary of \$2,500.00 effective October 3, 2015 through December 31, 2015.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

RESOLUTION NO. 254-2015

WHEREAS, Elie Fink, Esq., representing Maryann Crudello, has filed a tax appeal challenging assessments at 471 Abbott Avenue, Ridgefield, Block 3403, Lot 2 for 2014

WHEREAS, the original assessment in issue is:

LAND:	Two Hundred Forty-Six Thousand Five Hundred (\$246,500.00) Dollars
IMPROVEMENTS:	Two Hundred and Nine Thousand Six Hundred (\$209,600.00) Dollars
TOTAL:	Four Hundred Fifty-Six Thousand One Hundred (\$456,100.00) Dollars

WHEREAS, the parties have exchanged discovery and appraisal reports and have entered into settlement discussions and proposed settlement;

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

1. Adjusted assessment for 2014 at:

LAND:	Two Hundred Forty-Six Thousand Five Hundred (\$246,500.00) Dollars
IMPROVEMENTS:	One Hundred Sixty-Three Thousand Five Hundred (\$163,500.00) Dollars
TOTAL:	Four Hundred Ten Thousand (\$410,000.00) Dollars

2. That the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;
3. That the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
4. That the within settlement is subject to review and approval thereof by the taxpayer.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

RESOLUTION NO. 255-2015

WHEREAS, Elie Fink, Esq., representing Maryann Crudello, has filed a tax appeal challenging assessments at 471 Abbott Avenue, Ridgefield, Block 3403, Lot 2 for 2015

WHEREAS, the original assessment in issue is:

LAND:	Two Hundred Forty-Six Thousand Five Hundred (\$246,500.00) Dollars
IMPROVEMENTS:	Two Hundred and Nine Thousand Six Hundred (\$209,600.00) Dollars
TOTAL:	Four Hundred Fifty-Six Thousand One Hundred (\$456,100.00) Dollars

WHEREAS, the parties have exchanged discovery and appraisal reports and have entered into settlement discussions and proposed settlement;

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

1. Adjusted assessment for 2015 at:

LAND:	Two Hundred Forty-Six Thousand Five Hundred (\$246,500.00) Dollars
IMPROVEMENTS:	One Hundred Sixty-Three Thousand Five Hundred (\$163,500.00) Dollars
TOTAL:	Four Hundred Ten Thousand (\$410,000.00) Dollars

2. That the Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court;
3. That the Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment;
4. That the within settlement is subject to review and approval thereof by the taxpayer.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

RESOLUTION NO. 256-2015

WHEREAS, the Borough of Ridgefield was previously the owner of a certain 1978 Salisbury Rescue Truck bearing Vehicle Identification Number TMH928V583911; and

WHEREAS, the Borough previously donated this vehicle to the County of Bergen to be used for training at the Bergen County Fire Academy; and

WHEREAS, the County of Bergen has subsequently determined that the vehicle is no longer useful for the County's purposes; and

WHEREAS, the Borough has requested, and the County has agreed, to donate the vehicle back to the Borough of Ridgefield for the purpose of having the vehicle painted pink and permitting the vehicle to be used by the Pink Heals Cancer Awareness Organization of Bergen County in memory of family members of Ridgefield firefighters and others who have lost their battles with cancer and to promote awareness of the disease; and

WHEREAS, the County of Bergen has approved an appropriate form of contract in that regard; and

WHEREAS, the Borough now wishes to approve the form of contract so as to allow this transaction to take place as indicated above;

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

1. The Vehicle Purchase and Sale Agreement attached hereto, authorizing the sale of this vehicle to the Borough of Ridgefield for the price of \$1.00, be and hereby is approved.

2. Mayor and the Borough Clerk be and hereby are authorized and directed to execute the Vehicle Purchase and Sale Agreement on behalf of the Borough of Ridgefield. The Borough Clerk shall then forward a conformed copy to the County Counsel's Office.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincenz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

VEHICLE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015 by and between **COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, (hereinafter, "Seller"), having offices at One Bergen County Plaza, Hackensack, NJ 07601, and **BOROUGH OF RIDGEFIELD**, a body politic and corporate of the State of New Jersey (hereafter, "Buyer"), having offices at 604 Broad Avenue, Ridgefield, New Jersey 07657.

WITNESSETH

WHEREAS, by Resolution 1082, adopted August 13, 2008, the County of Bergen (the "County") accepted donation of a 1978 Salisbury Rescue Truck, bearing Vehicle Identification Number TMH928V583911 (the "Vehicle") from the Borough of Ridgefield for use in training at the Bergen County Fire Academy and as part of the Bergen County Law and Public Safety Institute's loaner program, whereby the County loaned vehicles to local fire departments when needed; and

WHEREAS, after several years of use, the County has determined that the Vehicle is no longer useful for the County's purposes; and

WHEREAS, the Borough of Ridgefield has requested that the County return the Vehicle to the Borough of Ridgefield; and

WHEREAS, the Borough of Ridgefield has indicated that it seeks to paint the Vehicle pink and permit the vehicle to be used by the Pink Heals Cancer Awareness Organization of Bergen County in memory of family members of Ridgefield firefighters and others who have lost their battles with cancer and to promote awareness of the disease; and

WHEREAS, this Agreement has been approved by the Borough of Ridgefield through Resolution No. _____, adopted on _____; and

WHEREAS, this Agreement has been approved by the County of Bergen through Resolution No. _____, adopted on _____; and

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

1. The recitals set forth above are incorporated into the body of this agreement as if set forth at length herein.
2. The Buyer and Seller acknowledge that this sale is authorized without competitive bidding under N.J.S.A. 40A:11-5(2) and N.J.S.A. 40A:11-36(2);
3. Effective Date. This Agreement shall only become effective upon the adoption of authorizing resolutions by the governing bodies of Buyer and Seller, and execution of this Agreement by their authorized representatives.

4. Agreement to Sell and Purchase. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller one 1978 Salisbury Rescue Truck, bearing Vehicle Identification Number TMH928V583911 (hereinafter the "Acquired Vehicle"), for the total purchase price of one dollar (\$1.00), receipt of which is hereby acknowledged. Because both parties are governmental entities, no sales tax shall be due or collected as part of this sale.
5. Delivery of Acquired Vehicle. Seller shall deliver the Acquired Vehicle, and Buyer shall take possession of same, at the County lot located at 133 River Street, Hackensack, New Jersey on or before the Delivery Date. If delivery is to be made at a date after the execution of this Agreement, it is Seller's duty to ensure that the Acquired Vehicle is delivered in materially the same condition it was in upon the execution of this Agreement, or the date on which Buyer last inspected the Acquired Vehicle, whichever date is later. In the event the condition of the vehicle has changed, materially or otherwise, since the execution of this Agreement or inspection by Buyer, Buyer's sole remedy shall be rescission of this Agreement, and return of any deposit paid. Risk of loss passes to the Buyer upon acceptance of the Acquired Vehicle by Buyer. The Seller may at its sole discretion agree to extend the Delivery Date to accommodate Buyer's operational needs.
6. Delivery Date. The delivery date shall be _____. If Buyer fails to take possession of the Acquired Vehicle within 60 days of the delivery date, Seller may terminate this Agreement.
7. Conveyance of Title. Seller shall convey title to Buyer upon delivery of the vehicle to Buyer. Seller agrees and covenants to execute all documents presented by Buyer which are necessary to finalize transfer of title and registration upon the Acquired Vehicle to Buyer.
8. As Is. The Buyer acknowledges and agrees that Seller has made no representation regarding the condition of the Acquired Vehicle, and the Acquired Vehicle is being sold strictly in "AS IS AND WHERE IS" condition with no warranties, either expressed or implied. Further, at present, the County does not warrant or represent that the Acquired Vehicle is operational.
9. Buyer's Responsibility — Insurance and Tags. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the Acquired Vehicle shall be canceled upon delivery of the Acquired Vehicle to, and the acceptance of, by Buyer.
10. Indemnification for Attorneys' Fees and out-of-pocket costs. Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys' fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.

11. Modification. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
12. Acknowledgements. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.
13. Exclusive Jurisdiction for Suit in Case of Breach. The Parties, by entering into this agreement, submit to jurisdiction in the Courts of the State of New Jersey venued in Bergen County New Jersey for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of the State of New Jersey shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.
14. State Law. This Agreement shall be interpreted under, and governed by, the laws of the State of New Jersey.
15. Notifications. All notices, demand, consents, approvals, requests required or permitted to be given to or served pursuant to this Agreement shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality:

If to the County:

Director
 Bergen County Law and Public Safety Institute
 28 Campgaw Road
 Mahwah, NJ 07430

With a copy to:

County Counsel
 County of Bergen
 One Bergen County Plaza – Room 580
 Hackensack, NJ 07601

16. Integration. This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

17. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate officers and their corporate seals to be hereto affixed the day and year first above written.

ATTEST:

BOROUGH OF RIDGEFIELD

By:

Anthony Suarez, Mayor

ATTEST:

COUNTY OF BERGEN

By:

James J. Tedesco, III, County Executive

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

RESOLUTION NO. 257-2015

WHEREAS, there is a temporary need for accounting and finance services due to the recent resignation of the Borough Treasurer; and

WHEREAS, the Borough has considered how best to fill this need until a new, permanent CFO is hired and determined that the use of services offered by Munidex, Inc. will be the most cost effective for the Borough; and

WHEREAS, Munidex will provide personnel to undertake duties associated with the operation of the Borough's Finance Department, in the area of accounting, budget development assistance and other tasks as defined under State Law; and

WHEREAS, compensation would be at the rate of \$100 per hour and it is anticipated to utilize the services of Munidex, Inc. for between 10 and 15 hours per month on a schedule to be determined by the Borough Chief Financial Officer; and

WHEREAS, the initial not to exceed amount for Munidex's services is set at \$6,000.00 and funds are available in Account #01-2010-20-1302-139; and

WHEREAS, the anticipated term of this service will commence on October 12, 2015 and end on February 1, 2016; and

WHEREAS, the value of this contract does not exceed \$17,500.00 and can therefore be awarded in accordance with the Public Contracts Law N.J.S.A. 40A:11-1 et seq;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council authorize the Agreement with Munidex, Inc. for accounting and finance services; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the Agreement with Munidex, Inc.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincenz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Mayor Suarez

RESOLUTION NO. 258-2015

WHEREAS, Hispanic Americans are a vital part of the America's rich diversity by contributing significantly to all aspects of daily life, including education, medicine, commerce, agriculture, public service, technology and the arts; and

WHEREAS, we recognize the proud history, culture, traditions, ancestry, and unique experiences of those who trace their family background to Spain and Latin American countries in the Borough of Ridgefield; and

WHEREAS, in 1988, the United States Congress authorized Hispanic Heritage Month to encourage all citizens to recognize and appreciate the contribution of Hispanic Americans; and

WHEREAS, the accomplishments made by Hispanic Americans serve as an inspiration to all who seek freedom, opportunity and a new beginning for themselves and their children; and

WHEREAS, as we celebrate Hispanic Heritage Month, we recognize and applaud the extraordinary accomplishments and contributions of Hispanic Americans to the United States;

NOW, THEREFORE, I, Anthony R. Suarez, Mayor, do hereby proclaim October 2015 as Hispanic Heritage Month in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Mayor Suarez

RESOLUTION NO. 259-2015

WHEREAS, America's diversity has always been a great strength of our Nation; and

WHEREAS, Italian Americans enrich our culture and arts, serve at every level of government, contribute to our state's economy by creating business opportunities and jobs, serve valiantly in the military and law enforcement; and have played a significant role in making our state strong and prosperous; and

WHEREAS, Italian Heritage Month is an opportunity to celebrate the rich cultural traditions of the Italian American community;

WHEREAS, the month of October is a time to honor Italian heritage and the many contributions Italians have made to our community and our nation;

NOW, THEREFORE, I, Anthony R. Suarez, Mayor, do hereby proclaim October 2015 as Italian Heritage Month in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

RESOLUTION NO. 260-2015

WHEREAS, the Borough of Ridgefield is presently engaged in disciplinary proceedings with Police Officer Kevin Nebbia; and

WHEREAS, it has been recommended by Labor Counsel and the Borough Attorney that the Mayor and Council engage a hearing officer to conduct a hearing in connection with disciplinary proceedings against Officer Nebbia; and

WHEREAS, Retired Superior Court Judge Peter E. Doyne has been recommended by Labor Counsel, and comes with substantial credentials as an attorney and jurist;

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

1. Peter E. Doyne, Esq. of Ferro, Labella & Zucker, LLC be and hereby is engaged and appointed as Hearing Officer for the disciplinary proceedings in connection with Officer Kevin Nebbia, and shall be paid at the reduced rate of \$300 for all services subject to a maximum of \$5,000.

2. The Borough's Labor Counsel, Chasan Leyner and Lamparello, P.C., be and hereby are authorized to execute on behalf of the Borough such other and further documents as may be necessary and which are consistent with the above.

3. This engagement of Peter E. Doyne is subject to the certification of the availability of funds.

4. A copy of this Resolution shall be forwarded to Peter E. Doyne, Esq. and Labor Counsel by the Borough Clerk.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

RESOLUTION NO. 261-2015

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

ANTHONY MARCHESANI

be hired as Plumbing Sub Code Official on a temporary basis at the annual salary of \$7,600.00.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

RESOLUTION NO. 262-2015

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	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOROUGH OF RIDGEFIELD

and

THE EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

Prepared By:

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

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	TERM OF AGREEMENT	3
III	EMPLOYEE CATEGORIES	4
IV	WAGES	7
V	LONGEVITY	8
VI	SICK LEAVE	9
VII	VACATIONS	12
VIII	HOLIDAYS	14
IX	PERSONAL DAYS	15
X	FUNERAL LEAVE	16
XI	OVERTIME PAY	17
XII	WORK SCHEDULE	18
XIII	UNIFORMS	19
XIV	WORKING CONDITIONS	21
XV	MANAGEMENT RIGHTS	22
XVI	WORK INCURRED INJURY	23
XVII	DISABILITY COVERAGE	24
XVIII	MEDICAL, DENTAL, EYE CARE	25
XIX	INSURANCE	26
XX	PAST PRACTICES	27
XXI	SENIORITY	28
XXII	SAFETY COMMITTEE	29
XXIII	CDL LICENSES	30
XXIV	GRIEVANCE PROCEDURE	31
XXV	NO STRIKE OR LOCKOUT PLEDGE	33
XXVI	DATA FOR FUTURE BARGAINING	34
XXVII	SEPARABILITY AND SAVINGS	35
XXVIII	COMPLETE AGREEMENT	36
	SIGNATURE PAGE	36
	APPENDIX A – SALARY RANGES	37

PREAMBLE

THIS AGREEMENT executed this . day of _____, 2015, 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 "SUPERINTEDENT") 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, 2014, and shall end on December 31, 2016. The provisions of this Agreement shall remain in full force and effect during that period unless amended in writing by the mutual consent of the parties hereto.

ARTICLE III

EMPLOYEE CATEGORIES

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

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

ARTICLE IV

WAGES

1. Commencing January 1, 2014, 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, 2013, shall receive the following salary increase on the employee's base pay:
 - a. Effective January 1, 2014, base salaries of the unit members shall be increased by two (2.0%) percent. (See Schedule A).
 - b. Effective January 1, 2015, base salaries of the unit members shall be increased by two (2.0%) percent. (See Schedule A).
 - c. Effective January 1, 2016, base salaries of the unit members shall be increased by two (2.0%) percent. (See Schedule A).

ARTICLE V

LONGEVITY

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

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

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

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

Longevity shall be computed as of the day the employee was hired. Any employee hired after January 1, 2015 shall not be eligible for, and shall not receive, any longevity pay.

ARTICLE VI

SICK LEAVE

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

- a. Sick leave credit earned by an employee in the BOROUGH shall accrue at the rate of ten (10) days per year on continuous employment or pro-rated as two and one-half (2 ½) days every three (3) months.
- b. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the employee warrants such cause.
- c. Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness of the immediate family of the employee which requires the employee's personal care and dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.

2. In all cases of sick leave, the employee shall notify and inform the Department Head of the reason for said sick leave. Any absence on account of sickness which exceeds five (5) days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the employee has been under the care of the physician. At the request of the BOROUGH

or the Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the BOROUGH or Department Head, at their request, may require an employee to be examined by a licensed physician. The parties further acknowledge that the BOROUGH reserves the right to waive such requirement and to require any employee to be examined by a physician designated by the BOROUGH in order to have the employee certified as fit duty before the employee may return to work.

3. An Employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods less than five (5) days shall submit acceptable medical evidence for any additional sick leave that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

4. During protracted periods of illness, the BOROUGH may require interim, reports on the condition of the employee on a weekly or bi-weekly period from the attending physician. A certificate of a reputable physician in attendance shall be required if sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the immediate family. In case of leave of absence due to a contagious disease, a certificate from the Borough Department of Health shall be required. In the case of recurring or chronic illness, a doctor's certificate may be required once every six (6) months when an employee is absent because of same.

5. Employees having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof, until same has been accumulated and earned by employee's subsequent service. Sick leave will be credited on the first day each year whether or not the employee reports for duty on that day.

6. Abuse of sick leave shall be cause for disciplinary action.

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

8. Upon retirement, employees are entitled to be paid at the rate of one (1) day for every three (3) days accumulated sick time.

9. Effective January 1, 2006, and continuing thereafter, employees who wish to "cash out" accumulated sick leave at the rate of one (1) day for every three (3) accumulated days may do so in December of any calendar year provided that:

a. The employee gives written notice of that intent to the SUPERINTEDENT and the BOROUGH'S Payroll Department; and

b. The employee maintains a minimum number of sick days in an amount to be determined by the Department of Public Works Employees Association.

ARTICLE VII

VACATIONS

1. As per Borough Ordinance No. 1240, an employee shall be entitled to vacation as follows:
 - a. Upon completion of the first full year of continuous employment through and including the fifth (5th) full year of continuous employment, ten (10) working days.
 - b. Upon completing the fifth (5th) full year of continuous employment through and including the tenth (10th) full year of continuous employment, fifteen (15) working days.
 - c. Upon completing the tenth (10th) full year of continuous employment through and including the fifteenth (15th) full year of continuous employment, twenty working days.
 - d. Upon completing the fifteenth (15th) full year of continuous employment and every year thereafter, twenty-five (25) full working days.
2. The regular vacation period shall be from January 1 to December 31 inclusive. Vacations will be taken as consecutive days, one week (5 days) at a time except that up to one week may be taken as a single day with permission of the SUPERINTENDENT in charge of the Department who will reasonably attempt to accommodate requests for single days.
3. Employees shall not be entitled to a vacation until they have served one (1) full year in the DEPARTMENT.
4. Arrangements for dates of vacation periods will be made by the SUPERINTENDENT so that leaves will not conflict.
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 in the first three (3) months 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.)

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 SUIPERINTENDENT 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, 2014, each employee will be granted a uniform allowance in the amount of Four Hundred and Fifty Dollars (\$450.00) per year to be utilized as follows: (1) the DEPARTMENT shall purchase the uniforms in the amount of Three Hundred Dollars (\$300.00) per year; and (2) each employee shall utilize One Hundred and Fifty Dollars (\$150.00) 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) pairs 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, 2014, replacement of safety shoes will be reimbursed by the BOROUGH to the employee at the rate of One Hundred Dollars (\$100.00).

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. For employees hired prior to January 1, 2015, the employer shall pay the employee the difference between the Workers' Compensation check received and the amount of his/her regular salary as per BOROUGH policy. Any employee hired after January 1, 2015, shall receive the difference between the Workers' Compensation check received and up to eighty-five (85%) of his/her regular salary as per BOROUGH policy.

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

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

ARTICLE XVII

DISABILITY COVERAGE

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

ARTICLE XVIII

MEDICAL, DENTAL, EYE CARE

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

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

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

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

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.

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. 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.

8. Minor disciplinary matters (five (5) days or less) will not be subject to this or any grievance procedure.

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: _____

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.

Frank Berardo,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Penabad

RESOLUTION NO. 263-2015

BE IT RESOLVED, that warrants totaling **\$2,161,310.86**
be drawn on the following accounts:

CURRENT	\$2,095,376.55
TRUST	\$56,609.43
CAPITAL	\$6,880.00
POOL	\$2,444.88
TOTAL	\$2,161,310.86

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X		90757	
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 12, 2015

Presented by Councilman Acosta

RESOLUTION NO. 264-2015

WHEREAS, the Department of Transportation FY2016 grants are available for road improvements and the Borough of Ridgefield proposes the project known as “2016 Roadway Improvements”; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Ridgefield, hereby authorize and endorse the aforesaid project; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are authorized and directed to act as signatories on all documents prepared with reference to this grant; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Department of Transportation.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim				X
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk