

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: October 26, 2015

Open Public Meetings Statement by Mayor Suarez

Work Session: 6:00 P.M. C.T.O.: 6:03 P.M. Adjourn: 6:45 P.M.

- Disability Insurance Plan Options

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

Executive Session: 6:30 P.M. C.T.O.: 6:47 P.M. Adjourn: 7:15 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:30 P.M. Adjourn: 8:20 P.M.

Pledge of Allegiance

Invocation:

Citizens Comment on Agenda: NONE

Correspondence:

ROLL CALL-WORK SESSION

Table with 3 columns: Name, PRESENT, ABSENT. 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.

ROLL CALL-PUBLIC SESSION

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

As advertised, hearing will be held on Ordinance No. 2290 entitled, “AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES”

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 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"

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

Public Hearing

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

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2292 entitled, "AN ORDINANCE AMENDING ARTICLE LXVIII A OF CHAPTER 390 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED DEVELOPMENT FEES"

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

PROPOSED CONSENT AGENDA:

265-2015	Councilman Acosta	Endorse FY2016 DOT Grant Application
266-2015	Councilman Acosta	Hire School Crossing Guard
268-2015	Mayor Suarez	Down Syndrome Awareness Month
269-2015	Councilman Penabad	Lien Redemption Cert. #14-03
270-2015	Councilman Acosta	Approve CSO Collective Bargaining Agreement

COUNCIL VOTE

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

RESOLUTIONS:

267-2015	Councilman Castelli	Award Bid – Nature Center Fence Improvements
271-2015	Councilman Penabad	Warrants

COMMENTS BY MAYOR:

Permission to Hang Banner:

Health Department

Health Fair

Now through November 14, 2015

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 26, 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 26, 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 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 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 26, 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 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 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 26, 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 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 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 26, 2015

Presented by Councilman Acosta

RESOLUTION NO. 265-2015

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the 2016 Reconstruction of Abbott Avenue - North project.

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

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to submit an electronic grant application identified as MA-2016-2016 Reconstruction of Abbott Avenue – 00687 to the New Jersey Department of Transportation on behalf of the Borough of Ridgefield.

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

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 26, 2015

Presented by Councilman Acosta

RESOLUTION NO. 266-2015

BE IT RESOLVED by the Mayor and Council that

DAWN GIANNANTONIO

be hired as a School Crossing Guard for the 2015/2016 School Year.

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 26, 2015

Presented by Councilman Castelli

RESOLUTION NO. 267-2015

WHEREAS, the Borough of Ridgefield previously advertised for bids for Nature Center Fence Improvements; and

WHEREAS, sealed bids were received and opened on October 9, 2015; and

WHEREAS, Absolute Fence Services, Inc. of 535 Ryerson Road, Lincoln Park, NJ, was the apparent low bidder with a base bid of \$207,113.00; and

WHEREAS, the Architect and the Borough Attorney have recommended awarding to Absolute Fence Services, Inc. as the apparent low bidder;

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

1. The bid for Nature Center Fence Improvements be and hereby is awarded to the low bidder Absolute Fence Services, Inc., in the amount of \$207,113.00.
2. The Mayor and Borough Clerk be and hereby are authorized and directed to execute on behalf of the Borough a contract consistent with this award and the bid specifications.
3. This award is subject to certification of the availability of funds.

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 26, 2015

Presented by Mayor Suarez

RESOLUTION NO. 268-2015

WHEREAS, there are over 400,000 individuals living with Down Syndrome in the United States; and

WHEREAS, approximately one in every 691 children are born with Down Syndrome, representing an estimated 5,000 births per year in the United States; and

WHEREAS, while research and early intervention have resulted in dramatic improvements in the life span and potential of those who are affected; and

WHEREAS, more investigation is needed into the causes and treatment of Down Syndrome; and

WHEREAS, most children born with Down Syndrome will experience delay in physical, cognitive and language development and individuals with Down Syndrome vary in their mental and physical abilities; and

WHEREAS, with loving homes, available therapies, advanced medical care, better early education and greater social acceptance, people with Down Syndrome live full and productive lives; and

WHEREAS, individuals with Down Syndrome should have pride in their achievements, inclusion in their community and reaching their full potential.

NOW, THEREFORE, BE IT RESOLVED that I, Anthony R. Suarez, Mayor of the Borough of Ridgefield, do hereby recognize October 2015 as Down Syndrome Awareness Month and encourage our residents to work together to promote respect and inclusion of individuals with Down Syndrome and to celebrate their accomplishments and contributions.

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 26, 2015

Presented by Councilman Penabad

RESOLUTION NO. 269-2015

WHEREAS, Federal Standard Abstract, LLC has deposited a check in the amount of \$20,848.50 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 14-03, Block 2706 Lot 26, further known as 773 Clark Avenue, sold to Clemente Enterprises, LLC and whereas \$22,000.00 was previously deposited into the Trust Account for the premium at the time of the tax sale;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$20,848.50 from the Suspense Account and a check for \$22,000.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$20,848.50 be drawn on the Borough of Ridgefield Suspense account and the check for \$22,000.00 be drawn on the Borough of Ridgefield Trust account and be made payable to Clemente Enterprises, LLC and be mailed to PO Box 141, Wyckoff, New Jersey 07035.

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 26, 2015

Presented by Councilman Acosta

RESOLUTION NO. 270-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Collective Bargaining Agreement with the Ridgefield Community Service Officers as attached is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with the Ridgefield Community Service Officers.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
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 COMMUNITY SERVICES OFFICERS

January 1, 2015 through December 31, 2018

Article I - PREAMBLE

This Agreement, made this ___ day of February, 2015, by and between the **BOROUGH OF RIDGEFIELD**, in the county of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "BOROUGH"), and the **RIDGEFIELD COMMUNITY SERVICE OFFICERS** (hereinafter referred to as the "RCSO").

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

Article II - RECOGNITION

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

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

Article III – TERM OF AGREEMENT

This Agreement is effective as of January 1, 2015, and shall end on December 31, 2018. The provisions of this Agreement shall remain in full force and effect during that period unless amended in writing by mutual consent of the parties hereto.

Article IV – NO STRIKE OR LOCKOUT PLEDGE

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

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

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

Article V - NON-DISCRIMINATION

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

Article VI – DEPARTMENT REPRESENTATIVES

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

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

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

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

One of the designated representative or the alternate shall be granted time without loss of pay to attend grievance hearings and meetings when such hearings and meetings are scheduled during normal work hours. The representative and alternate will be required to investigate matters on their off-duty time and will not be compensated in any fashion for participating in grievance procedures during off-duty hours.

Article VII – DATA FOR FUTURE BARGAINING

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

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

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

Article VIII – RECALL AND OVERTIME

Any CSO who is called back to work after having completed a regular shift shall be entitled to overtime pay at the rate of one and one half times (1 ½) his or her hourly rate after twelve (12) hours per day or forty (40) hours during the week.

CSO's shall work three (3) twelve (12) hour shifts and one (1) four (4) hour shift per week for a total of forty (40) work hours per week. A CSO work week (at the time this Agreement was prepared) is defined as a forty (40) hour work week. In the event that a CSO must remain on duty after the specified shift, the CSO will be compensated at a rate of one and one half (1 ½) times of his or her regularly based salary. THE BOROUGH RESERVES THE RIGHT TO CHANGE THE WORK SCHEDULE NOT TO EXCEED 40 HOURS PER WEEK. A CSO shall be considered to be on duty at all times during the normal workday and forty-hour workweek. Every effort will be made to provide a customary lunch period during these work hours, but it is recognized that on occasions the duties and emergencies/exigencies of the job may interfere with this customary right. When such interference occurs, no additional compensation of any form will be paid.

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

Article VIII – MATERNITY/PATERNITY LEAVE

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

Article IX – SALARIES AND WAGES

- A. Effective January 1, 2015, each full-time CSO who has been employed by the Borough for one (1) full year at that time shall receive a salary increment of two percent (2%) above the base salary that the CSO was receiving as of December 31, 2014.
- B. Effective January 1, 2016, each full-time CSO who has been employed by the Borough for one (1) full year at that time shall receive a salary increment of two percent (2%) above the base salary that the CSO was receiving as of December 31, 2015.
- C. Effective January 1, 2017, each full-time CSO who has been employed by the Borough for one (1) full year at that time shall receive a salary increment of two

percent (2%) above the base salary that the CSO was receiving as of December 31, 2016.

- D. Effective January 1, 2018, each full-time CSO who has been employed by the Borough for one (1) full year at that time shall receive a salary increment of two percent (2%) above the base salary that the CSO was receiving as of December 31, 2017.
- E. Any CSO who has been employed for less than one (1) year as of January 1 in any of the above years shall receive his or her initial salary increment on the anniversary date of his or her employment and shall thereafter receive his or her next salary increment on the January 1 immediately following the said anniversary date of employment.

Article X - LONGEVITY

In recognition of many years service to the Borough, the following longevity schedule will apply for employees hired prior to January 1, 2015:

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

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

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

This shall be based upon the date the employee was hired. Employees hired after January 1, 2015 will not be eligible for, or receive any, longevity pay.

Article XI - SICK LEAVE

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

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

Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness in the immediate family of the CSO which

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

In all cases of sick leave, the CSO shall notify and inform the Department Head of the reason for said sick leave. Any absence on account of sickness which exceeds five (5) days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the CSO has been under the care of the physician. At the request of the Borough or Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the Borough or Department Head, at their request, may require any CSO to be examined by a licensed physician. The parties further acknowledge that the Borough reserves the right to waive such requirement and to require any CSO to be examined by a physician designated by the Borough in order to have the CSO certified as fit for duty before the CSO may return to work.

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

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

CSO's having exhausted all their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the CSO's subsequent service.

Abuse of sick leave shall be cause of disciplinary action.

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

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

The calculation of the per diem rate for the sick days shall be as follows:

Yearly Base Salary + Longevity = Total Salary
Total Salary/ 26 pays = Bi-weekly Salary
Bi-weekly Salary / 80 hours = hourly rate
Hourly rate x 10 hrs = Rate of pay per day.

For Example:

$\$45,530.00 + \$910.60(\text{longevity}) = \$46,440.60$
 $\$46,440.60/26 = \$1,786.18$
 $\$1786.18/80 = \22.33
 $\$22.33 \times 10 = \223.30
 $\$223.30 = \text{Rate of pay per day.}$

Article XII - VACATIONS

- A. As per Borough Ordinances No. 1240 and No. 2284, CSO's shall be entitled to vacation as follows:
1. During a CSO's first year of service with the Borough, the CSO shall earn and accumulate vacation time at the rate of one (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 a CSO until that CSO shall be in the Borough service for one hundred eighty (180) days.
 2. Upon completion, on the anniversary date, of a CSO's first (1st) year of service, the CSO shall be entitled to ten (10) working days' vacation.
 3. Upon completion, on the anniversary date, of a CSO's fifth (5th) year of service, the CSO shall be entitled to fifteen (15) working days' vacation.
 4. Upon completion, on the anniversary date, of a CSO's tenth (10th) year of service, the CSO shall be entitled to twenty (20) working days' vacation.
 5. Upon completion, on the anniversary date, of a CSO's sixteenth (16th) year of service, the CSO shall be entitled to twenty-five (25) working days' vacation
 6. As set forth above, accumulation of vacation time shall be measured and computed by using each CSO's starting employment date with the Borough and not against a calendar year. Where a

CSO has been employed a fraction of a calendar year on his or her anniversary date, utilized vacation time shall be pro rated.

- B. Arrangements for dates of vacation periods will be made by the Chief of Police so that leaves will not conflict with the proper performance of duty. Seniority which is defined as continuous employment with the Borough from the date of the last hire, shall be given due consideration by the Chief of Police or the Borough in determining preference for vacation.
- C. Vacations shall be based on anniversary of employment dates, that is, the date on which the CSO is hired.
- D. A CSO who resigns prior to the completion of his/her anniversary date of his or her employment shall receive the pro-rated portion of that year's vacation benefit.
- E. If a CSO is terminated by the Borough because of a reduction of work force, said CSO shall be entitled to a pro-rated amount of vacation pay, based on the time spent on employment that year.
- F. In the event of dismissal of any CSO by the Borough for reasons other than a reduction of work force, the CSO shall not be entitled to any pro-rated vacation pay for that portion of the year.
- G. The Chief of Police or the Borough may revoke vacations in the event that an emergency is declared.

Article XIII – HOLIDAYS AND PERSONAL DAYS

- A. All CSO's shall receive eleven (11) paid holidays per year in accordance with the Borough's present practices provided that the holiday (or equivalent day off) falls within the four (4) day work schedule. If it is determined that a CSO is needed to work any of the eleven (11) holidays (when approved by the Chief of Police or designated supervisor) this CSO shall receive his or her regular base salary holiday pay plus time and a half.
- B. All CSO's shall receive two (2) paid personal days to be utilized from January 1 to December 31, inclusive and not accruable.
- C. Arrangements for days off will be made by the Chief of Police so that leaves will not conflict with the proper performance of the CSO duties.
- D. Per-diem employees shall not be entitled to any of the above sections.

Article XIV – FUNERAL LEAVE

Each employee covered by this Agreement is entitled to three (3) days paid leave for a death in the immediate family. Immediate family, for the purpose of this article, is defined as spouse, son, civil union partner, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Article XV- UNIFORM ALLOWANCE

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

XVI – EDUCATION AND MEETINGS

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

XVII – GRIEVANCE PROCEDURE

- A. Definition. The term "grievance," as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual CSO, group of CSO, or the RCSO.
- B. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The moving party shall present the grievance in writing signed by the aggrieved to the Chief of Police within ten (10) working days of the occurrence giving rise to the grievance for the purpose of resolution. The Chief of Police shall make whatever additional investigation is necessary and shall, within ten (10) working days after presentation of the grievance, give his decision.

Step Two:

If a grievance is not resolved at Step One, the moving party may, within ten (10) working days of receipt of the answer in Step One, submit the written grievance to the Borough's designee, who shall give his or her answer within ten (10) working days of the presentation of the grievance in Step Two.

Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within thirty (30) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough's designee referenced in Step Two, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the Mayor and Council shall be made not later than twenty-one (21) working days after receipt of the appeal.

Step Four:

- (1) In the event the grievance has not been resolved at Step Three, the RCSO may, within ten (10) working days, request arbitration. The arbitrator shall be chosen in accordance with the Rules and Procedures of the Public Employment Relations Commission of the State of New Jersey.
 - (2) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented and involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
 - (3) The costs of the services of the arbitrator shall be borne equally between the Borough and the RCSO. Any other expense incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.
 - (4) The decision of the arbitrator shall be final and binding.
- C. Failure by the Borough at any Step of the Grievance Procedure to communicate its written decision on a grievance within the specified time period shall permit the aggrieved to proceed to the next Step. Failure at any Step of the Grievance Procedure to appeal a grievance to the next Step within the specified time period shall be deemed an acceptance of the decision rendered at that Step. The time limits set forth herein may be extended by mutual agreement in writing.

Article XVIII - PERSONNEL FILES

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

Article XIX -WORK-INCURRED INJURY

- A. Where an employee covered under this Agreement suffers a work-incurred or work connected injury or disability, said employee shall be entitled to all benefits accruing under the provisions of the Workers Compensation Act as provided by law. However, the employer shall not pay the employee the difference between the Workers Compensation check received and the amount of his/her regular salary.
- B. The employee shall be required to present evidence by a certificate of a Borough approved physician that he or she is unable to work and, the employer may reasonably require the Employee to present such certificate from time to time.
- C. Time off for treatment, recuperation or rehabilitation for an injury that occurs on duty and/or a communicable illness contracted as a result of an exposure while on duty shall not be construed as sick leave under the sick leave policy heretofore agreed upon between the Borough and the RCSO.

Article XX - DISABILITY COVERAGE

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

Article XXI – PENSION

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

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

ARTICLE XXII – 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.
- B. Eye Care Plan: The Borough agrees to reimburse employees covered by this Contract for all eye care expenses for said employees and spouses or children. Eye care expenses shall include, but not be limited to, all expenses related to eye examination, medical treatments and prescription related to the eyes, eyeglasses, frames, lenses, etc. The Borough’s total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred Dollars (\$200.00) per year for any individual employee and employee’s spouse.
- C. 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 XXIII – INSURANCE

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

Article XXIV- 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 XXV - 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 XXVI - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any CSO or a group of CSO's is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the Borough of Ridgefield, Bergen County, New Jersey, on the ___th day of February, 2015.

BOROUGH OF RIDGEFIELD

RIDGEFIELD COMMUNITY SERVICES
OFFICERS

By: _____

By: _____

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 26, 2015

Presented by Councilman Penabad

RESOLUTION NO. 271-2015

BE IT RESOLVED, that warrants totaling **\$2,410,325.00**
be drawn on the following accounts:

CURRENT	\$1,626,437.59
TRUST	\$46,223.65
CAPITAL	\$731,059.01
POOL	\$6,512.55
DOG LICENSE	\$92.20
TOTAL	\$2,410,325.00

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