



2019 BOROUGH OF DUMONT RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. 232
Date: September 3, 2019
Page: 1 of 5
Subject: Corrective Action for 2018 Audit
Purpose: Approval
Dollar Amount: _____
Prepared By: Sercan Zoklu, CMFO

Offered by: Stewart
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:

Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

APPROVAL OF THE CORRECTIVE ACTION PLAN FOR THE 2018 AUDIT

Recommendation

The encumbrance system be enhanced to ensure that materials be ordered only after a purchase order has been executed.

Analysis

The encumbrance system needs to be enhanced and the department heads and employees properly re-trained to ensure that materials be ordered only after a purchase order has been executed.

Corrective Action

The Chief Financial Officer is reviewing the encumbrance system to make additional enhancements and has conducted additional training to employees and department heads

to ensure that they follow the guidance notes on the process for each purchase.

Implementation Date

Immediately and Ongoing

Recommendation

The Construction Code and Recreation Departments reconcile their respective cash receipt ledgers with the finance office records on a monthly basis.

Analysis

The Construction Code and Recreation Departments are not reconciling their respective cash receipt ledgers with the finance office records on a monthly basis.

Corrective Action

The Construction Code and Recreation Departments will reconcile their respective cash receipt ledgers with the finance office records on a monthly basis.

Implementation Date

Immediately and Ongoing

Recommendation

Recreation fees be included in a municipal ordinance.

Analysis

The Borough Council needs to approve recreation fees in a municipal ordinance.

Corrective Action

The Borough Council has approved recreation fees in a municipal resolution and will introduce an ordinance as needed.

Implementation

Immediately

Recommendation

Food licenses be included in the Board of Health cash receipts ledger.

Analysis

The food licenses are not being included in the Board of Health cash receipts ledger.

Corrective Action

The Chief Financial Officer will discuss with the employee in charge of handling the cash receipts ledger for the Board of Health and ask such employee to include the food licenses in the Board of Health cash receipts ledger.

The General Capital improvement authorizations and Trust Escrow balances were not in agreement with the audited balances. In addition, procedures be implemented to reconcile the subsidiary ledgers with the general ledger on a monthly basis.

Corrective Action

The Finance Office has reviewed and adjusted the General Capital improvement authorizations and Trust Escrow balances in agreement with the audited balances and will reconcile the subsidiary ledgers with the general ledger on a monthly basis.

Implementation

Completed

Recommendation

The Borough complete and file the annual Council on Affordable Housing (COAH) report by the required due date.

Analysis

The COAH report must be filed by the required due date.

Corrective Action

The Borough hired a Municipal Housing Liaison to administer the Borough's Affordable Housing Program and file all necessary reports by the required due date.

Implementation

Immediately and Ongoing

Recommendation

The Borough's fixed asset accounting records be completed in a timely manner and consideration be given to integrate the fixed asset accounting system with the purchasing system.

Analysis

The Borough's fixed asset accounting records need to be integrated with the purchasing system.

Corrective Action

The Borough updated its fixed asset accounting records and updated it. It has been integrated with the purchasing system.

Implementation

Completed

Recommendation

The Borough obtain political contribution disclosure forms and quotations in accordance with the New Jersey Local Public Contracts Law.

Analysis

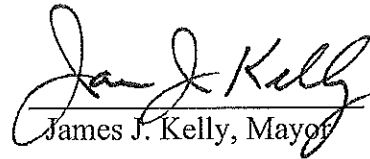
The Borough inadvertently had a small number of vendors not file their disclosure forms and quotations were not received for a few vendors.

Corrective Action

The Borough has received the disclosure forms and going forward, all vendors have to submit their disclosure forms prior to payment. In addition, department heads were advised that quotes must be received in accordance with the New Jersey Local Public Contracts Law.

Implementation

Completed


James J. Kelly, Mayor

1000



2019
BOROUGH OF DUMONT
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CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. 233
Date: September 3, 2019
Page: 1 of 1
Subject: Block 322, Lot 21
Purpose: Veteran Tax Exemption
Dollar Amount: _____
Prepared By: Susan Connelly, RMC

Offered by: Stewart
Seconded by: Englese

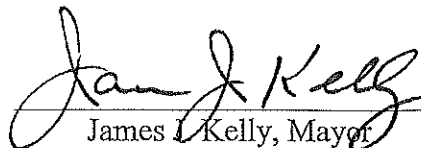
Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

MANUEL CASTILLO-APPROVAL OF VETERAN TAX EXEMPTION

WHEREAS, the Tax Assessor has been notified by the Department of Veteran Affairs that Manuel Castillo, residing at 254 Lexington Avenue, also known as Block 322, Lot 21, has been declared 100% totally disabled and has been approved for 60% tax exemption on his two family dwelling effective July 1, 2019 in accordance with N.J.S.A. 54:4-3.30 et. seq. L. 1948, c259 as amended;

BE IT RESOLVED, copies of this resolution shall be provided to the Borough Tax Assessor, Borough Tax Collector and Mr. Castillo.


James J. Kelly, Mayor



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CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. 234
Date: September 3, 2019
Page: 1 of 2
Subject: Burgis Associates Proposal
Purpose: Approval
Dollar Amount: Not to exceed \$5,000
Prepared By: Susan Connelly, RMC

Offered by: Stewart

Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:

Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**BURGIS ASSOCIATES-APPROVAL OF PROPOSAL TO PROVIDE
PLANNING GUIDANCE**

WHEREAS, Burgis Associates was appointed as the Borough's planner; and

WHEREAS, they will assist the Economic Development Committee and the Borough by providing general professional planning advice and guidance related to municipal economic development issues; and

WHEREAS, Burgis will perform research on specific issues as requested by the Economic Development Committee and prepare written planning memoranda and limited mapping related to same; and

WHEREAS, assistance shall include establishing a vision statement and bylaws for the

Economic Development Committee and developing questions for a residential survey to be mailed and returned for information and data-gathering on the needs/wants for our downtown; and

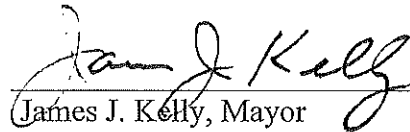
WHEREAS, Burgis Associates shall be available to attend meetings; and

WHEREAS, Burgis Associates will prepare an assessment of the Borough's business district; and

WHEREAS, the fee shall not exceed \$5,000;

BE IT RESOLVED, the Governing Body of the Borough of Dumont approves of the proposal submitted by Burgis Associates.

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Burgis Associates, Finance, CFO and Economic Development Committee


James J. Kelly, Mayor



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CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No.	235
Date:	September 3, 2019
Page:	1 of 1
Subject:	DHS Music Booster Raffle
Purpose:	Approval of Application
Dollar Amount:	
Prepared By:	Susan Connelly, RMC

Offered by: Stewart
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

DHS MUSIC BOOSTERS ON-PREMISE CASH RAFFLE APPLICATION

WHEREAS, Dumont High School Music Boosters has applied for an on-premise cash raffle to be held 9/20/19, 10/4/19, 10/18/19 and 11/1/19; ID#109-5-36714, RL#544.

BE IT RESOLVED, by the Governing Body of the Borough of Dumont that an on-premise cash raffle license be issued to Dumont High School Music Boosters.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to the Police Department and the individual in charge of the above event.


James J. Kelly, Mayor



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CHAE				✓
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LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. 236
Date: September 3, 2019
Page: 1 of 2
Subject: Police Officers
Purpose: Authorization to Begin Testing Process for Hiring Two New Police Officers
Dollar Amount: _____
Prepared By: Susan Connelly, RMC

Offered by: Stewart
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

AUTHORIZATION TO BEGIN TESTING PROCESS TO HIRE TWO POLICE OFFICERS

WHEREAS, Police Chief Conner has requested that the Borough of Dumont hire more police officers; and

WHEREAS, it is in the best interest of the residents of the Borough of Dumont to do so; and

WHEREAS, the Borough Police Committee has given permission to begin the testing process for two new recruits for the January, 2020 class; and

WHEREAS, the following agencies will be used to facilitate the process:
The New Jersey Chief's Association for the written portion of the test
Dr. Michael W. Golz, 7 E. Main Street, Ramsey, N.J. for the physical fitness portion of the test;

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes the hiring of two police officers to enter the Police Academy January, 2020.


James J. Kelly, Mayor



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CHAE				✓
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MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No.	237
Date:	September 3, 2019
Page:	1 of 2
Subject:	Peter Bondy
Purpose:	Approval to Promote to DPW F/T Position
Dollar Amount:	\$24,300.26 annually
Prepared By:	Susan Connelly, RMC

Offered by: Stewart

Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

APPROVAL OF PROMOTION OF PETER BONDY TO DPW DRIVER/LABORER

WHEREAS, Peter Bondy, who has been working as a DPW seasonal employee and has obtained his CDL license; and

WHEREAS, Mr. Bondy has been recommended to fill a full-time truck driver/laborer vacancy at a salary of \$24,300.26;

BE IT RESOLVED, the Governing Body of the Borough of Dumont approves of promoting Peter Bondy to the position of DPW Driver/Laborer as of September 4, 2019;

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Mr. Bondy,

DPW Superintendent, Personnel Department, Finance and the CFO.


James J. Kelly, Mayor

I hereby certify that funds shall be provided from DPW Salaries and Wages, Account
#9-01-26-290-100


Sercan Zoklu, CFO

Date: September 3, 2019



2019
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No.	238
Date:	September 3, 2019
Page:	1 of 11
Subject:	Separation Agreement with Michael Boyle
Purpose:	Authorizing Agreement
Dollar Amount:	See attached
Prepared By:	Mollie Hartman Lustig, Esq.

Offered by: Stewart
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**DEPARTMENT OF PUBLIC WORKS OPERATOR, MICHAEL BOYLE-
AUTHORIZATION OF SEPARATION AGREEMENT**

WHEREAS, Department of Public Works ("DPW") Operator Michael Boyle has expressed his intent to retire from the employ of the Borough of Dumont effective September 1, 2019, along with his expectation of certain benefits of retirement;

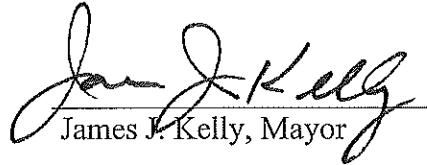
WHEREAS, at the time of his retirement, his employment is covered by the Agreement now in place between the Borough of Dumont and Dumont Public Works Employees ("Agreement");

WHEREAS, the Borough and Mr. Boyle have determined that it is in their mutual best interest to enter into the attached Separation Agreement and thereby resolve all issues that may be in dispute, and all issues related to Mr. Boyle's separation from employment with the Borough;

and,

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes the attached Settlement Agreement to be executed;

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Mr. Boyle, Chief Financial Officer and the Finance Department;


James J. Kelly, Mayor

SEPARATION AGREEMENT BETWEEN THE BOROUGH OF DUMONT AND

MICHAEL BOYLE

This Separation Agreement and Release (hereinafter "Agreement"), dated September 3, 2019, is by and between the Borough of Dumont, located at 80 West Madison Avenue, Dumont, New Jersey 07628 (hereinafter the "Borough"), and Michael Boyle (hereinafter the "Employee").

1. Background and Purposes of Agreement

1.1 Employee is employed by the Borough in the position of Operator for the Department of Public Works ("DPW");

1.2 The Employee was served with a Preliminary Notice of Disciplinary Action ("PNDA") on June 25, 2019 alleging certain violations of the Borough Code.

1.3 The PNDA sought the discipline of a period of 20 (twenty) calendar days along with completion of an approved alcohol treatment program.

1.4 Employee served his twenty (20) day suspension and satisfactorily completed an approved alcohol treatment program on or about July 31, 2019. This Agreement shall constitute a Final Notice of Disciplinary Action ("FNDA") and a memorialization that the charged discipline has been accepted and completed by the Employee.

1.5 Employee has expressed his desire to retire from his position with the DPW, effective September 1, 2019.

1.6 The Borough and Employee have determined that it is in their mutual best interest to enter into this Agreement and thereby amicably resolve all issues related to Employee's separation from employment with the Borough, without any admission of liability or wrongdoing.

MJB

2. Separation of Employment

2.1 Employee hereby resigns as an employee of the Borough, effective September 1, 2019.

2.2 Employee is entitled to compensation for 105.5 days of work ("Terminal Leave") pursuant to the Agreement now in place between the Borough of Dumont and Dumont Public Works Superintendent and Foreman ("Agreement") Section 17, subsection C. Employee has elected, and the Borough has approved that Employee take his Terminal Leave in the form of "time worked." As such, Employee shall not receive a monetary payment for his Terminal Leave but shall continue to receive his regular base pay of Three-Hundred Seventy Six Dollars and Eighty Cents (\$376.80) per day, for a period of one hundred five and a half days (105.5) days following September 1, 2019. Employee shall not be entitled to any other form of compensation for Terminal Leave other than that which is expressly provided for in this Agreement. Employee shall not accrue any vacation, sick or other "time" during the one hundred five and a half (105.5) days.

2.3 Employee shall be paid for twenty-two (22) accumulated vacation days in accordance with Section 16, subsection b, Appendix "B" of the Agreement in the total amount of Eight Thousand Two Hundred Eighty Nine Dollars and Sixty Cents (\$8,289.60).

2.4 The Borough shall be permitted to combine payments for Employee's terminal leave and accumulated vacation in a single check to Employee. Employee shall be paid on the same schedule as his normal payroll was during the course of employment.

2.5 Employee shall be entitled to full health coverage paid for by the Borough until he reaches age 65. Employee's present spouse shall be entitled to full health

coverage paid for by the Borough until she reaches age 65. If Employee's present spouse divorces Employee before he reaches age sixty-five (65), or remarries after Employee reaches age sixty-five (65) but before she reaches age sixty-five (65), the Borough's obligation for coverage of the present spouse shall cease in its entirety.

2.6 The employee is not entitled to reimbursement for Medicare Part B premiums.

3. Complete Release

3.1 Employee releases and gives up any and all claims and rights that he has or may have against the Borough, or any of its officials, officers, representatives or employees, including, but not limited to, any claim of liability, damages or attorneys' fees. This release includes all claims, including those of which Employee is not aware and those not mentioned in this Agreement. This Agreement and this release apply to all claims resulting from anything that has happened up to now.

3.2 In addition to releasing any and all claims and rights pursuant to Section 3.1 above, Employee also specifically releases the following claims:

3.2.1 Any and all claims which were brought or could have been brought or arising:

i) under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States;



ii) under the Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., which, among other things, prohibits retaliatory action against an employee under certain specified conditions;

iii) under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;

iv) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., or the Civil Rights Act of 1991, as amended, which, among other things, prohibits discrimination in employment on account of a person's race, color, religion, sex or national origin;

v) under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq., ("ADEA"), which, among other things, prohibits discrimination in employment on account of a person's age;

vi) under the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et seq., ("ADA"), which, among other things, prohibits discrimination in employment on account of a person's disability or handicap;

vii) under the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, et seq., ("FMLA"), or the New Jersey Family Leave Act, which among other things, entitle certain employees to take reasonable leave for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or parent who has a serious health condition;

viii) under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et seq., ("ERISA"), which, among

other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute;

ix) under the Older Workers Benefit Protection Act, 29 U.S.C. § 621, et seq., ("OWBPA"), which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age;

x) under any federal or state statute, rule or regulation, or common law; and

xi) under Employee's employment contract with the Borough.

3.3 The release of claims in this Agreement under the ADEA and OWBPA, is subject to the following conditions being satisfied, and Employee specifically acknowledges the following:

3.3.1 That he has been advised to consult with an attorney of his choosing concerning the legal significance of this Agreement;

3.3.2 That this Agreement is written in a manner that Employee understands;

3.3.3 That the consideration set forth above in Sections 1 & 2 of this Agreement is adequate and sufficient for Employee entering into this Agreement and consists of benefits to which Employee is not otherwise entitled;

3.3.4 That Employee has been offered twenty-one (21) days to consider this Agreement before executing same and that any changes to this Agreement subsequently agreed upon by the parties, whether material or immaterial, do not restart this period for consideration; and

3.3.5 That Employee has been advised that during the seven-day period following his execution of this Agreement, he may revoke his acceptance of this

Agreement as to the ADEA or OWBPA release by delivering written notice to the Borough Administrator and that this Agreement, shall not become effective or enforceable until after the revocation period has expired.

5. **No Admission of Liability**

The parties understand and agree that neither the payment of any sum of money nor the execution of this Agreement by the parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by any party. This Agreement does not create a past practice with regard to any benefits conferred upon Employee pursuant to this Agreement.

6. **Who is Bound**

Employee is bound by this Agreement. Anyone who succeeds to Employee's rights and responsibilities, such as heirs or the executors of Employee's estate, are also bound. The Borough and all who succeed to its rights and responsibilities are also bound.

7. **No Disparaging Statements**

Employee agrees that he will not make any statement(s) that has, have, or can be expected to have the effect of disparaging the Borough and/or its employees or agents. The Borough will respond to employee verification or reference requests by providing the dates of employment, job title, final salary and that Employee retired.

8. **Consultation with an Attorney**

Employee has had the opportunity to consult with his attorney and any other people he has determined necessary with respect to this Agreement, and reviewed with them all the terms and conditions of this Agreement before signing this Agreement.

9. **Complete Agreement**



This Agreement contains the entire agreement between the Borough and Employee with respect to the subject matter, and supersedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the Borough or Employee to do anything other than as is expressly stated in this Agreement.

10. **Choice of Law**

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey.

11. **Modification**

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by all parties hereto.

12. **Attestation of Employee**

Employee represents and warrants that he has carefully read each and every provision of this Agreement, and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Employee represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity whatsoever.

13. **Negotiated Agreement; No Construction Against Any Party**

This Agreement was not drafted by any of the parties, but rather is the result of negotiations among the parties with the benefit of their attorneys. Each party to this Agreement read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against either of the parties as drafter of same.

14. **Non- Confidentiality**

MJB

THE PARTIES UNDERSTAND THAT NOTHING IN THIS AGREEMENT IS CONFIDENTIAL, AND THAT, IF REQUESTED, THE BOROUGH MAY BE OBLIGATED TO PRODUCE THIS AGREEMENT AS A GOVERNMENT RECORD UNDER THE OPEN PUBLIC RECORDS ACT.

15. **Severability**

Except as set forth below, should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The resignation and release set forth in sections 2.1 and 3 are deemed to be material terms of the Agreement. If any part of the resignation or release is deemed to be unenforceable, or if there is any claim Employee asserts against the Borough that is deemed not to be released under Section 3, then the Borough may void this Agreement and seek reimbursement of all payments made and benefits provided to Employee pursuant to this Agreement.

16. **Formal Approval**

The Borough shall not be bound by this Agreement until it has been formally approved by Resolution of the Borough, and has been duly executed by all parties.

17. **Execution in Counterparts** This Agreement may be signed in separate counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument.

MSB

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed.

WITNESS:

Janine DiStefano
Dated: 8-23-19

Michael J. Boyle
MICHAEL BOYLE

WITNESS:

BOROUGH OF DUMONT

Susan Connelly
SUSAN CONNELLY, RMC
MUNICIPAL CLERK

Dated: 9/4/19

BY: *James J. Kelly*
JAMES J. KELLY, MAYOR

Dated: 9/4/19



2019 BOROUGH OF DUMONT RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No.	239 (revised)
Date:	September 3, 2019
Page:	1 of 2
Subject:	James Fitzsimmons
Purpose:	Hire as Dumont Police Officer
Dollar Amount:	\$31,696 salary
Prepared By:	Susan Connelly, RMC

Offered by: Englese
Seconded by: Stewart

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

JAMES FITZSIMMONS-AUTHORIZATION TO HIRE AS DUMONT POLICE OFFICER

WHEREAS, on March 7, 2017 Ordinance #1515 was adopted authorizing the Police Department to hire a PTC (Police Training Commission)-certified applicant; and

WHEREAS, the job offer was advertised in Dumont's official newspaper, on the Dumont Police Department website and through a state-wide issued Trax Message, which was sent to every Police Department and every Police Academy in New Jersey; and

WHEREAS, the Dumont Police Department accepted 53 resumes from applicants from June 1, 2019 and June 21, 2019; and

WHEREAS, resumes were reviewed by Chief Conner, Captain McKeary and Captain

Tamburro; and

WHEREAS, fourteen applicants were interviewed by Chief Conner, Captain McKeary, Lt. Foti, Lt. Joyce and Dumont council members Manna, Englese and LaBruno; and

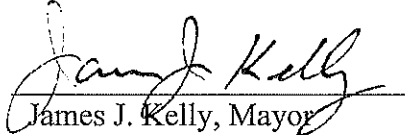
WHEREAS, James Fitzsimmons was one of the three highest ranking applicants; and

WHEREAS, Officer Fitzsimmons is a graduate of the Bergen County Law and Public Safety Institute, having enrolled in the academy class as an Alternate Route Officer; and

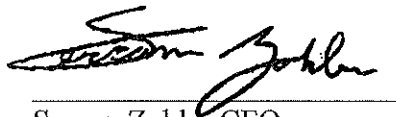
WHEREAS, Officer Fitzsimmons shall be hired as of September 4, 2019 at a starting salary of \$31,696.00;

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes the hiring of James Fitzsimmons as a probationary police officer in the Dumont Police Department

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Officer Fitzsimmons, Chief Conner, Finance, CFO and Personnel


James J. Kelly, Mayor

I hereby certify that funds shall be provided by Police Salary and Wages
Acc't # 9-01-25-240-101


Sercan Zoklu, CFO

Date: September 3, 2019



**2019
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No.	240 (revised)
Date:	September 3, 2019
Page:	1 of 2
Subject:	Aizad Ahmed
Purpose:	Hire as Dumont Police Officer
Dollar Amount:	\$31,696 salary
Prepared By:	Susan Connelly, RMC

Offered by: Englese
Seconded by: Stewart

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:

Susan Connelly
Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

AIZAD AHMED-AUTHORIZATION TO HIRE AS DUMONT POLICE OFFICER

WHEREAS, on March 7, 2017 Ordinance #1515 was adopted authorizing the Police Department to hire a PTC (Police Training Commission)-certified applicant; and

WHEREAS, the job offer was advertised in Dumont's official newspaper, on the Dumont Police Department website and through a state-wide issued Trax Message, which was sent to every Police Department and every Police Academy in New Jersey; and

WHEREAS, the Dumont Police Department accepted 53 resumes from applicants from June 1, 2019 and June 21, 2019; and

WHEREAS, resumes were reviewed by Chief Conner, Captain McKeary and Captain

Tamburro; and

WHEREAS, fourteen applicants were interviewed by Chief Conner, Captain McKeary, Lt. Foti, Lt. Joyce and Dumont council members Manna, Englese and LaBruno; and

WHEREAS, Aizad Ahmed was one of the three highest ranking applicants; and

WHEREAS, Officer Ahmed is a graduate of the Bergen County Law and Public Safety Institute, having enrolled in the academy class as an Alternate Route Officer; and

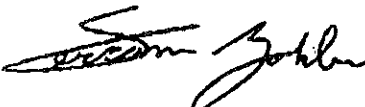
WHEREAS, Officer Ahmed would be hired as of September 4, 2019 at a starting salary of \$31,696.00;

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes the hiring of Aizad Ahmed as a probationary police officer in the Dumont Police Department

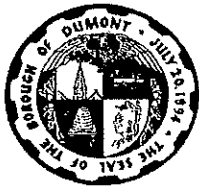
BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Officer Ahmed, Chief Conner, Finance, CFO and Personnel


James J. Kelly, Mayor

I hereby certify that funds shall be provided by Police Salary and Wages,
Acc't # 9-01-25-240-101


Sercan Zoklu, CFO

Date: September 3, 2019



2019 BOROUGH OF DUMONT RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No.	241 (revised)
Date:	September 3, 2019
Page:	1 of 2
Subject:	Brandon P. Terrizzi
Purpose:	Hire as Dumont Police Officer
Dollar Amount:	\$31,696 salary
Prepared By:	Susan Connelly, RMC

Offered by: Englese
Seconded by: Stewart

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

BRANDON P. TERRIZZI-AUTHORIZATION TO HIRE AS DUMONT POLICE OFFICER

WHEREAS, on March 7, 2017 Ordinance #1515 was adopted authorizing the Police Department to hire a PTC (Police Training Commission)-certified applicant; and

WHEREAS, the job offer was advertised in Dumont's official newspaper, on the Dumont Police Department website and through a state-wide issued Trax Message, which was sent to every Police Department and every Police Academy in New Jersey; and

WHEREAS, the Dumont Police Department accepted 53 resumes from applicants from June 1, 2019 and June 21, 2019; and

WHEREAS, resumes were reviewed by Chief Conner, Captain McKeary and Captain

Tamburro; and

WHEREAS, fourteen applicants were interviewed by Chief Conner, Captain McKeary, Lt. Foti, Lt. Joyce and Dumont council members Manna, Englese and LaBruno; and

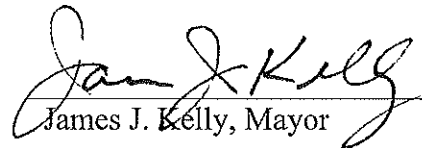
WHEREAS, Brandon Terrizzi was one of the three highest ranking applicants; and

WHEREAS, Officer Terrizzi is a graduate of the Bergen County Law and Public Safety Institute, having enrolled in the academy class as an Alternate Route Officer; and

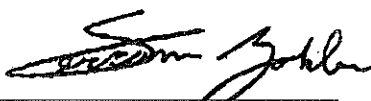
WHEREAS, Officer Terrizzi would be hired as of September 4, 2019 at a starting salary of \$31,696.00;

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes the hiring of Brandon Terrizzi as a probationary police officer in the Dumont Police Department

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Officer Terrizzi, Chief Conner, Finance, CFO and Personnel


James J. Kelly, Mayor

I hereby certify that funds shall be provided by Police Salary and Wages,
Acc't # 9-01-25-240-101


Sercan Zoklu, CFO

Date: September 3, 2019



**2019
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. 242
Date: September 3, 2019
Page: 1 of 1
Subject: Project Graduation Raffle
Purpose: Approval
Dollar Amount: _____
Prepared By: Susan Connelly, RMC

Offered by: Stewart
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:

Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

APPROVAL OF PROJECT GRADUATION OFF-PREMISE CASH RAFFLE

WHEREAS, Project Graduation has applied for a 50/50 Off-premise cash raffle, drawing to be held January 15, 2020 at 7:00PM; RL#545, ID#109-5-34050;

BE IT RESOLVED, by the Governing Body of the Borough of Dumont that an off-premise 50/50 cash raffle application be approved for Dumont Project Graduation;

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to the Police Department and the individual designated as being in charge of the above event.

James J. Kelly
James J. Kelly, Mayor



2019
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. 243

Date: September 3, 2019

Page: 1 of 2

Subject: First Street Project

Purpose: Approval of C.O.#3, Payment Certificate #2 and Maintenance Bond

Dollar Amount: \$14,787.00

Prepared By: Susan Connelly, RMC

Offered by: Stewart

Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**FIRST STREET PROJECT-APPROVAL OF CHANGE ORDER #3, PAYMENT
CERTIFICATE #2 AND MAINTENANCE BOND**

WHEREAS, Remington & Vernick Engineers has approved the work performed by Messercola Excavating on the First Street Drainage Project; and

WHEREAS, Change Order #3 in the amount of \$751.00 was due to poor quality soil (wet) trench soil that was encountered and needed to be replaced with clean granular (dry) backfill since it is in a roadway; and

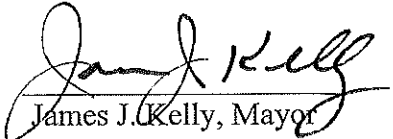
WHEREAS, the Borough has received Maintenance Bond #012022515M in the amount of \$60,826.00; and

WHEREAS, Payment Certificate #2 in the amount of \$14,036.00 is due to Messercola;

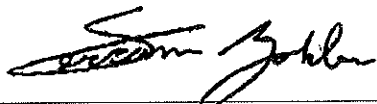
BE IT RESOLVED, the Governing Body of the Borough of Dumont approves Change Order #3 and payment certificate #2;

BE IT FURTHER RESOLVED, the Governing Body of the Borough of Dumont accepts Maintenance Bond #012022515M in the amount of \$60,826, which will expire July 25, 2021.

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Messercola Excavating, Remington Vernick, Finance, CFO and Borough Auditor.


James J. Kelly, Mayor

I hereby certify that funds shall be provided by Bond Ordinance #1523


Sercan Zoklu, CFO

Date: September 3, 2019



**2019
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. 244
Date: September 3, 2019
Page: 1 of 11
Subject: Separation Agreement with
Keith Mullin
Purpose: Authorizing Agreement
Dollar Amount: See attached
Prepared By: Mollie Hartman Lustig, Esq.

Offered by: Stewart
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

**Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey**

**POLICE DEPARTMENT SERGEANT, KEITH MULLIN -AUTHORIZATION OF
SEPARATION AGREEMENT**

WHEREAS, Police Department Sergeant Keith Mullin has expressed his intent to retire from the employ of the Borough of Dumont effective November 1, 2019, along with his expectation of certain benefits of retirement;

WHEREAS, at the time of his retirement, Mr. Mullin's employment is covered by the Agreement now in place between the Borough of Dumont and the Patrolmen's Benevolent Association (Local 377) ("Agreement");

WHEREAS, the Borough and Mr. Mullin have determined that it is in their mutual best interest

2.5 Upon Employee's return to work and through the date of his retirement, he shall be permitted to utilize his accrued vacation time in the amount of three hundred sixty hours (360) hours, along with his unused "Kelly Time" in the amount of eighty-four (84) hours. Under no circumstances shall Employee receive monetary compensation for unused vacation time or Kelly Time that remains after his date of retirement (i.e. all vacation and Kelly Time shall be forfeited if it is not taken).

2.6 Employee is hereby entitled to payment for his unused accrued time as set forth in the CNA in Articles XLV and XXI as follows: fifty-nine (59) hours of Compensatory Time from 2018 at the rate of \$70.28/hour or \$4,143.57 total; and, twenty-four (24) hours of Personal Time from 2019 at the rate of \$71.77/hour or \$1,722.48 total.

2.7 Employee is hereby entitled to a Terminal Leave payment in the total amount of Seventy-Four Thousand Six-Hundred Forty-Five Dollars and Thirty-Four Cents (\$74,645.34).

2.8 The Borough shall pay the Employee his Terminal Leave payment, along with the payment set forth in Section 2.6 above, in six (6) annual installments of \$13,418.57 on the 1st of October commencing in 2019 and continuing through 2024. The final payment will be made to Employee on October 1, 2024.

2.9 Employee shall not be entitled to any other form of payment upon separation of employment from the Borough; including that the Employee has no right to payment upon separation of employment for any unused sick days, personal days, or vacation, other than those expressly granted in this agreement.

2.10 Employee shall be entitled to full health coverage paid for by the Borough until he reaches age 65. Employee's present spouse shall be entitled to full health coverage paid for by the Borough until she reaches age 65. If Employee's present

spouse divorces Employee before he reaches age sixty-five (65), or remarries after Employee reaches age sixty-five (65) but before she reaches age sixty-five (65), the Borough's obligation for coverage of the present spouse shall cease in its entirety.

2.11 Employee and his present spouse are entitled to continuing dental benefits as provided for in Article XXVII, Section D of the CNA.

2.12 As of the date of this Agreement, there exists a dispute between the Borough and PBA Local 377 as to the meaning of certain sections of the CNA that relate to the provision of Medicare Part B reimbursement to covered officers upon retirement (the "Medicare Issue"). Notwithstanding the Medicare Issue, the Agreement presently reads as follows

"Those covered police officers not eligible to receive Medicare benefits commencing at age 65, because they or their spouses are not enrolled in Social Security, will receive an alternate equivalent plan paid for solely by the Employer. Payment will be provided through the form of reimbursement." (Agreement, page 17, Article XXVII, Medical Coverage)

The resolution of the Medicare Issue may affect Employee's entitlement to benefits. As the Borough and the PBA cannot guarantee that the Medicare Issue will be resolved prior to Employee's anticipated retirement, the Borough agrees to afford Employee with any benefits owing to him as a result of the resolution of the Medicare Issue at such time the matter is resolved. Any provision of benefits shall be memorialized in a subsequent writing signed by the Mayor and/or his designee.

3. Complete Release

3.1 Employee releases and gives up any and all claims and rights that he has or may have against the Borough, or any of its officials, officers, representatives or employees, including, but not limited to, any claim of liability, damages or attorneys' fees. This release includes all claims, including those of which Employee is not aware

3.3.1 That he has been advised to consult with an attorney of his choosing concerning the legal significance of this Agreement;

3.3.2 That this Agreement is written in a manner that Employee understands;

3.3.3 That the consideration set forth above in Sections 1 & 2 of this Agreement is adequate and sufficient for Employee entering into this Agreement and consists of benefits to which Employee is not otherwise entitled;

3.3.4 That Employee has been offered twenty-one (21) days to consider this Agreement before executing same and that any changes to this Agreement subsequently agreed upon by the parties, whether material or immaterial, do not restart this period for consideration; and

3.3.5 That Employee has been advised that during the seven-day period following his execution of this Agreement, he may revoke his acceptance of this Agreement as to the ADEA or OWBPA release by delivering written notice to the Borough Administrator and that this Agreement, shall not become effective or enforceable until after the revocation period has expired.

5. **No Admission of Liability**

The parties understand and agree that neither the payment of any sum of money nor the execution of this Agreement by the parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by any party. This Agreement does not create a past practice with regard to any benefits conferred upon Employee pursuant to this Agreement.

6. **Indemnification**

The Borough agrees to retain and appoint an attorney to assume the defense of Employee, and to indemnify the Employee in the event charges are brought against him

regarding the performance of his duties as a Borough of Dumont Police Officer pursuant to the laws of the State of New Jersey and the United States of America.

7. **Who is Bound**

Employee is bound by this Agreement. Anyone who succeeds to Employee's rights and responsibilities, such as heirs or the executors of Employee's estate, are also bound. The Borough and all who succeed to its rights and responsibilities are also bound.

8. **No Disparaging Statements**

Employee agrees that he will not make any statement(s) that has, have, or can be expected to have the effect of disparaging the Borough and/or its employees or agents. The Borough will respond to employee verification or reference requests by providing the dates of employment, job title, final salary and that Employee retired.

9. **Consultation with an Attorney**

Employee has had the opportunity to consult with his attorney and any other people he has determined necessary with respect to this Agreement, and reviewed with them all the terms and conditions of this Agreement before signing this Agreement.

10. **Complete Agreement**

This Agreement contains the entire agreement between the Borough and Employee with respect to the subject matter, and supersedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the Borough or Employee to do anything other than as is expressly stated in this Agreement.

11. **Choice of Law**

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey.

12. **Modification**

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by all parties hereto.

13. **Attestation of Employee**

Employee represents and warrants that he has carefully read each and every provision of this Agreement, and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Employee represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity whatsoever.

14. **Negotiated Agreement; No Construction Against Any Party**

This Agreement was not drafted by any of the parties, but rather is the result of negotiations among the parties with the benefit of their attorneys. Each party to this Agreement read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against either of the parties as drafter of same.

15. **Non- Confidentiality**

THE PARTIES UNDERSTAND THAT NOTHING IN THIS AGREEMENT IS CONFIDENTIAL, AND THAT, IF REQUESTED, THE BOROUGH MAY BE OBLIGATED TO PRODUCE THIS AGREEMENT AS A GOVERNMENT RECORD UNDER THE OPEN PUBLIC RECORDS ACT.

16. **Severability**

Except as set forth below, should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision

shall be deemed not to be a part of this Agreement. The resignation and release set forth in sections 2 and 3 are deemed to be material terms of the Agreement. If any part of the resignation or release is deemed to be unenforceable, or if there is any claim Employee asserts against the Borough that is deemed not to be released under Section 3, then the Borough may void this Agreement and seek reimbursement of all payments made and benefits provided to Employee pursuant to this Agreement.

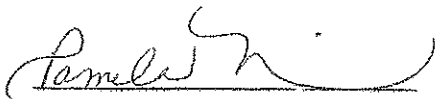
17. **Formal Approval**

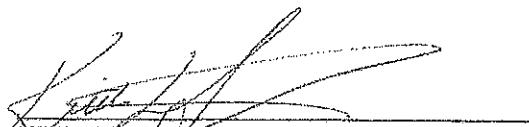
The Borough shall not be bound by this Agreement until it has been formally approved by Resolution of the Borough, and has been duly executed by all parties.

18. **Execution in Counterparts** This Agreement may be signed in separate counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

WITNESS:



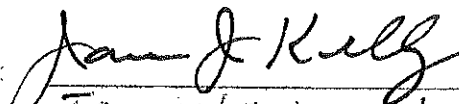

KEITH MULLIN

Dated: 08/23/18

WITNESS:

BOROUGH OF DUMONT


SUE CONNELLY
BOROUGH CLERK

BY: 
JAMES J. KELLY, MAYOR

Dated: 9/4/19

Dated: 9/4/19



2019
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No.	245
Date:	September 3, 2019
Page:	1 of 2
Subject:	Bruce Hanson
Purpose:	Hire as Crossing Guard
Dollar Amount:	\$15.00 per hour
Prepared By:	Susan Connelly, RMC

Offered by: Stewart
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

BRUCE HANSON-APPROVAL OF HIRING AS PER DIEM CROSSING GUARD

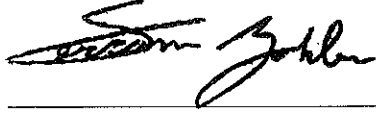
WHEREAS, it is the recommendation of the Police Department to hire Bruce Hanson as a per diem crossing guard starting September 4, 2019;

BE IT RESOLVED, the Governing Body of the Borough of Dumont approves of the hiring of Mr. Hanson as a per diem crossing guard, with a salary of \$15 per hour;

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Chief Conner, Mr. Hanson, Personnel Department, Finance and the CFO.


James J. Kelly, Mayor

I hereby certify that funds shall be provided from Police Crossing Guards,
Acc't # 9-01-25-240-105

A handwritten signature in black ink, appearing to read 'Sercan Zoklu', written over a horizontal line.

Sercan Zoklu, CFO

Date: September 3, 2019



**2019
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE				✓
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	4			2

Resolution No. _____

Date: September 3, 2019

Page: 1 of 2

Subject: Closed Session

Purpose: Authorization to Enter

Dollar Amount: _____

Prepared By: Susan Connelly, RMC

Offered by: Englese

Seconded by: Stewart

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

CLOSED SESSION

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss:

Litigation-Snell

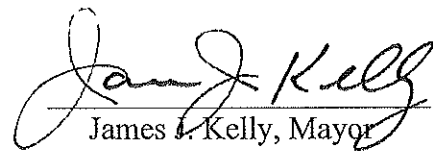
Personnel-Police

Matter involving the purchase, lease or acquisition of borough property

Potential Litigation/property acquisition-Asplint

WHEREAS, minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

BE IT RESOLVED, that the public be excluded from this meeting.



James J. Kelly, Mayor