



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 263
Date: September 19, 2023
Page: 1 of 1
Subject: Transportation/Disposal/
Recycling of Leaves
Purpose: Authorization to Advertise for
Bids
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

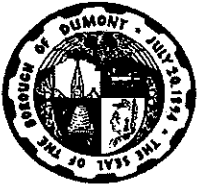
TRANSPORTATION/DISPOSAL/RECYCLING OF LEAVES

WHEREAS, the current contract for the transportation/disposal/recycling transportation of leaves is due to expire in 2023;

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes the Municipal Clerk to advertise for bids.

By my signature below, I, Jeanine E. Siek, RMC, do hereby certify that this is a true copy of a Resolution adopted by the Borough of Dumont Borough Council at a regular meeting of the Mayor and Council conducted on the 19th day of September 2023.

Jeanine E. Siek
Jeanine E. Siek, RMC
Municipal Clerk



2023
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RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LABRUNO				
TOTALS	5			1

Resolution No. 264
Date: September 19, 2023
Page: 1 of 3
Subject: LESO 1033 Program
Purpose: Authorization to Participate
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: AponTE

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



Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**RESOLUTION AUTHORIZING THE *BOROUGH OF DUMONT* THROUGH THE
DUMONT POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE LOGISTICS
AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE
THE DUMONT POLICE DEPARTMENT TO REQUEST AND ACQUIRE EXCESS
DEPARTMENT OF DEFENSE EQUIPMENT**

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State law enforcement agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

WHEREAS, participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and

WHEREAS, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Dumont that the Dumont Police Department is hereby authorized to enroll in the 1033 Program for no more than a one-year period, with authorization to participate terminating on December 31 of the current calendar year from January 01, 2023 to December 31, 2023; and

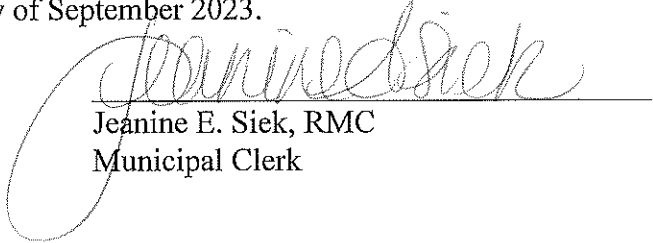
NOW THEREFORE BE IT FURTHER RESOLVED that Dumont Police Department is hereby authorized to acquire items of non-controlled property designated "DEMIL A," which may include: office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a nonmilitary nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the DUMONT POLICE DEPARTMENT, without restriction;

BE IT FURTHER RESOLVED that the Dumont Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

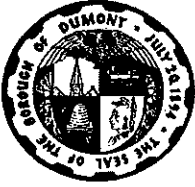
BE IT FURTHER RESOLVED that the Dumont Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and shall be valid to authorize requests to acquire "DEMIL A" property that may be made available through the 1033 Program during the period of time for which this resolution authorizes; with Program participation and all property request authorization terminating on December 31st of the current calendar year from January 01, 2023 to December 31, 2023.

By my signature below, I, Jeanine E. Siek, RMC, do hereby certify that this is a true copy of a Resolution adopted by the Borough of Dumont Borough Council at a regular meeting of the Mayor and Council conducted on the 19th day of September 2023.



Jeanine E. Siek, RMC
Municipal Clerk



2023
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MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
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MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 265
Date: September 19, 2023
Page: 1 of 1
Subject: Joint Insurance Fund
Commissioner and Alternates
Purpose: Approval
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

2023 JIF COMMISSIONERS

BE IT RESOLVED, by the Governing Body of the Borough of Dumont, that Michael Kazimir be appointed as Bergen County Municipal Joint Insurance Fund Commissioner and that Cathy Romeo and Jodie Delehanty be appointed as alternate Bergen County Municipal Joint Insurance Fund Commissioners.

BE IT FURTHER RESOLVED, copies of this resolution shall be forwarded to JIF, Mr. Kazimir, Ms. Romeo, Ms. Delehanty and Personnel.

I, Jeanine E. Siek, Municipal Clerk of the Borough of Dumont, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of Dumont at a meeting held on the 19th day of September, 2023.

Jeanine E. Siek, RMC
Municipal Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
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KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 266
Date: September 19, 2023
Page: 1 of 2
Subject: Vantage Health System, Inc.
2 Park Avenue
Roof Replacement
Purpose: Endorsement of CDBG
Project
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek
Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**MUNICIPAL ENDORSING RESOLUTION FOR BERGEN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROJECT – VHS 2 PARK AVENUE
ROOF REPLACEMENT**

WHEREAS, a Bergen County Community Development grant of \$34,100.00 has been proposed by Vantage Health System, Inc. for VHS 2 Park Avenue Roof Replacement in the municipality of Dumont; and

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

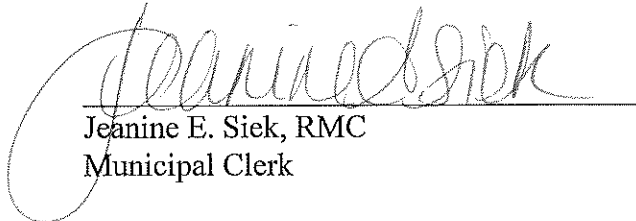
WHEREAS, the aforesaid project is in the best interest of the people of Dumont; and

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

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of Dumont hereby confirms endorsement of the aforesaid project, and

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

By my signature below, I, Jeanine E. Siek, RMC, do hereby certify that this is a true copy of a Resolution adopted by the Borough of Dumont Borough Council at a regular meeting of the Mayor and Council conducted on the 19th day of September 2023.



Jeanine E. Siek, RMC
Municipal Clerk



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KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LABRUNO				
TOTALS	5			1

Resolution No. 267

Date: September 19, 2023

Page: 1 of 2

Subject: Vantage Health System, Inc.
55 W. Quackenbush Avenue
Roof Replacement

Purpose: Endorsement of CDBG
Project

Dollar Amount: _____

Offered by: Morrell
Seconded by: Aponte

Prepared By: Jeanine E. Siek, RMC

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**MUNICIPAL ENDORSING RESOLUTION FOR BERGEN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROJECT – VHS 55 W. QUACKENBUSH
AVENUE ROOF REPLACEMENT**

WHEREAS, a Bergen County Community Development grant of \$49,500.00 has been proposed by Vantage Health System, Inc. for VHS 55 W. Quackenbush Avenue Roof Replacement in the municipality of Dumont; and

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

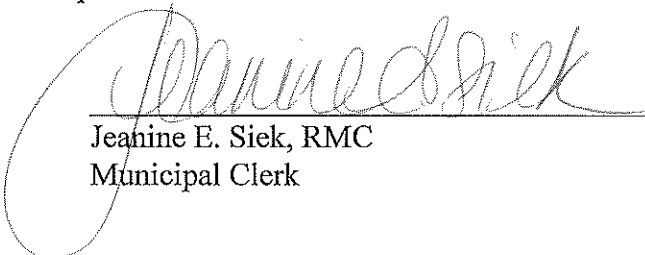
WHEREAS, the aforesaid project is in the best interest of the people of Dumont; and

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

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of Dumont hereby confirms endorsement of the aforesaid project, and

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

By my signature below, I, Jeanine E. Siek, RMC, do hereby certify that this is a true copy of a Resolution adopted by the Borough of Dumont Borough Council at a regular meeting of the Mayor and Council conducted on the 19th day of September 2023.



Jeanine E. Siek, RMC
Municipal Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 268
Date: September 19, 2023
Page: 1 of 17
Subject: Anthony Schiraldi
Purpose: Authorization of DPW
Superintendent Contract
Dollar Amount: -See attached -
Prepared By: Eric Bernstein, Esq.

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek
Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

AUTHORIZATION OF CONTRACT WITH DPW SUPERINTENDENT

WHEREAS, the DPW Council Committee ("Committee") and the Department of Public Works Superintendent, Anthony Schiraldi have reached an agreement concerning the terms and conditions of employment covered by the DPW Superintendent Contract ("Contract"); and

WHEREAS, the Contract will be effective from January 1, 2021 through December 31, 2024, nunc pro tunc; and

WHEREAS, the Committee has recommended ratification of the Contract; and

WHEREAS, the Committee has recommended ratification of the Contract; and

WHEREAS, the Mayor and Council having reviewed the Contract and finding ratification is in the best interests of the Borough;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Dumont, that the Governing Body hereby ratify and accept the Contract between the Borough of Dumont and Mr. Schiraldi covering the terms and conditions of employment covered by the DPW Superintendent Contract.

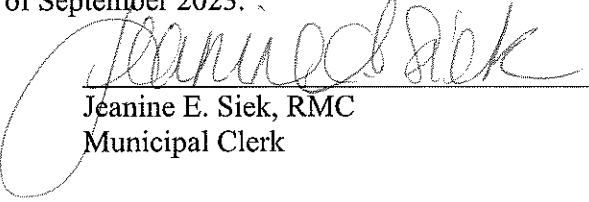
NOW THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Dumont that the Mayor and Borough Clerk are hereby authorized to execute the new collective negotiations agreement. This Resolution shall be effective immediately.

I hereby certify that funds shall be provided from Streets and Roads-Regular Salary & Wages, Acct # 3-01-26-290-101.


Chris Rutch, CFO

Date: September 19, 2023

By my signature below, I, Jeanine E. Siek, RMC, do hereby certify that this is a true copy of a Resolution adopted by the Borough of Dumont Borough Council at a regular meeting of the Mayor and Council conducted on the 19th day of September 2023.


Jeanine E. Siek, RMC
Municipal Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), entered into this 19th day of September 2023, by and between the **Borough of Dumont**, a body politic and municipal corporation of the State of New Jersey, whose principal offices are located at 50 Washington Avenue, Dumont, New Jersey 07628 (herein referred to as the "Borough"), and the **Borough's Superintendent of Public Works Anthony Schiraldi**, (hereinafter referred to as "Schiraldi"); (collectively known as the "Parties"); and,

WHEREAS, the Borough and Schiraldi recognize that it is a benefit to both to promote mutual understanding and foster and harmonious relationship between the Parties to the end that continuous and efficient service will be rendered to and by both Parties;

NOW, THEREFORE, the Parties agree as follows:

I. PRESERVATION OF RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authorities, duties and/or responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the Borough government and its properties and facilities;

(b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote employees;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good cause according to law.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under N.J.S.A. Title 34, 40 and 40A or any other national, state, country or other applicable laws.

II. STATUS AND DUTIES OF THE SUPERINTENDENT OF PUBLIC WORKS

A. The Borough and Schiraldi hereby agree that Schiraldi is considered to be a “Managerial Executive” and “Executive Employee” for the purposes of N.J.S.A. 34:13A-1, et seq., as amended, the New Jersey Public Employer-Employee Relations Act and 29 USC §200 et. seq. (United State Fair Labor Standards Act (FLSA), respectively and companion and/or similar statutes and regulations (Federal, State, County and local).

B. Subject to the rules and regulations adopted from time to time by the Mayor and Borough Council, Schiraldi, as the Superintendent of the Borough’s Department of Public Works (“Department”), shall have charge of and shall be responsible for the proper maintenance and repair of streets, highways, parks and playgrounds, truck sewers and pumping stations, and, all other public works instituted by or under the control of the Mayor and Borough Council, as well as all public works employees (supervisory and non-supervisory);and, any and all other matters, works and/or services as may be directed by the Borough Administrator or designee.

C. Schiraldi shall devote his full time to carrying out the duties of his positions and shall devote his best efforts to the accomplishment of his duties and the mission of the Department. In this regard, Schiraldi shall perform, at a minimum, the following tasks: (1) preparation of the annual Public Works budget; (2) preparation of the annual Department standby list; (3)

preparation of all required annual reports, including but not limited to OSHA report; (4) the annual underground storage tank permit; (5) preparation of requisitions and blanket purchase orders; (6) preparation of reports for all sewer jobs; (7) preparation of monthly gas report for the Board of Education; (8) oversee preparation of FEMA paperwork; (9) oversee all communications with utilities providers; (10) report all disciplinary matters and employee complaints to the Borough Administrator and Borough Labor Counsel for guidance on handling; and, (11) attend all meetings, if required/requested, of the Borough Council. Except in cases of emergency or when time is of the essence as determined in Schiraldi's sole opinion, Schiraldi shall not perform the specific work of UA Local 855 unit employees.

D. Schiraldi shall, under the direction of the Borough Administrator or designee, supervise, conduct and manage the day-to-day operations of the Department and delegate such of his authority as he may deem necessary for the efficient operation of the Department to be exercised under his direction and supervision.

E. Schiraldi shall hold all certificates required of this office, including, but not limited to, Certified Public Works Manager (CPWM). Schiraldi shall also hold, at all times, a valid CDL for the operation of the Borough owned equipment. The Borough agrees to reimburse Schiraldi for the cost of obtaining and renewing a valid CDL.

III. SALARY

A. For the period of the Agreement, Schiraldi shall receive annual compensation as follows:

- (1) Retroactive to January 1, 2021 and through December 31, 2021, Schiraldi shall be paid One Hundred Twenty-Six Thousand Seven Hundred One Dollars and

Twenty-Five Cents (\$126,701.25), less all applicable deductions (as amended below); and,

(2) Retroactive to January 1, 2022 and through December 31, 2022, Schiraldi shall be paid One Hundred Thirty Thousand One Hundred Five Dollars and Sixty-Six Cents (\$130,105.66), less all applicable deductions (as amended below); and,

(3) Retroactive to January 1, 2023 and through December 31, 2023, Schiraldi shall be paid One Hundred Thirty-Three Thousand Six Hundred Twelve Dollars and Twenty Cents (\$133,612.20), less all applicable deductions (as amended below); and,

(4) Effective January 1, 2024 and through December 31, 2024, Schiraldi shall be paid One Hundred Thirty-Seven Thousand Two Hundred Twenty-Three Dollars and Ninety-Four Cents (\$137, 223.94), less all applicable deductions (as amended below).

B. The salaries set forth above represent all compensation available to Schiraldi, including longevity pay and holiday pay.

C. All retroactive pay shall be paid to Schiraldi within sixty (60) calendar days of the final execution date of this Agreement by all Parties, assuming that Schiraldi is on the active payroll of the Borough at the time of the full execution by the Parties of this Agreement.

IV. VACATION

Schiraldi shall receive twenty-five (25) vacation days on an annual basis. Vacation time accrued, but not taken because of the business necessity/demands of the Borough and requested, in writing and approved in writing by the Borough Administrator or designee, shall not

accumulate beyond the calendar year in which it accrues. Schiraldi shall be entitled to schedule his own vacation time, upon at least fourteen (14) calendar days written notice to the Borough Administrator or designee, provided that Schiraldi shall not take vacation leave unless subordinates are available to assume control of and/or responsibility for the operation of the Department. In addition, Schiraldi shall not schedule his vacation time during any period where planned community/Borough events shall require the presence of the Superintendent of Public Works, unless he is excused from the community/Borough event in writing by the Mayor and Council or designee.

V. HOLIDAYS

A. The below listed thirteen (13) paid holidays shall be recognized as days off for Schiraldi:

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Juneteenth
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

B. The Day after Thanksgiving will be considered a holiday unless otherwise stipulated by the Mayor and Borough Council.

C. Schiraldi shall not be paid extra for being off on that day and called back to work for any reason whatsoever.

D. On the holidays listed in this Section above, Schiraldi shall not be expected to report for duty but shall be obligated to make himself available as reasonably necessary for Borough business should the need arise. When any of these holidays shall occur on a Saturday, the

holiday shall be observed on the Friday immediately preceding such Saturday. When any of these holidays shall occur on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday.

VI. OVERTIME

Under no circumstances whatsoever shall Schiraldi receive overtime (either in cash or in time off or both) because, as specified elsewhere herein, the Borough and Schiraldi hereby agree that Schiraldi is a “Managerial Executive” and “Executive Employee” for the purpose of N.J.S.A. 34:13A-1 et. seq., as amended, the New Jersey Public Employer-Employee Relations Act and, most importantly, 29 USC Section 200, et. seq. (United State Fair Labor Standards Act (“FLSA”)), respectively and any companion or similar statutes and regulations, thereby making Schiraldi an exempt employee for purposes of overtime compensation under any basis whatsoever.

VII. PERSONAL DAYS

Schiraldi shall receive five (5) personal days annually, without loss of pay, in addition to any other time off provided for in this Agreement. Any personal days unused in any year shall be forfeited and will not accumulate from year to year. The intent of the Parties is that these days shall be used for urgent personal business, which cannot be conveniently scheduled on a date or time other than on a workday. Request for personal leave shall be submitted in writing to the Borough administrator or designee and shall state the reason or reasons for the leave. Personal days are not to be considered an extension of time in conjunction with for sick leave and/or vacation purposes. In no event shall personal leave be taken immediately prior or after a holiday or vacation day(s) or sick day(s), unless extenuating circumstances exist as determined by the

Borough Administrator or designee.

VIII. BEREAVEMENT LEAVE

In the event of a death in Schiraldi's immediate family (herein defined as including a spouse, parent, stepparent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law, or son-in-law), Schiraldi shall be granted not more than three (3) consecutive days off, without loss of pay, once leave is commenced. Bereavement leave is to be taken at the time of the occurrence, commencing no later than the day of the funeral. Schiraldi shall notify the Borough Administrator of his intention to utilize a bereavement day(s) and when the day(s) is (are) being used.

IX. SICK LEAVE

A. Schiraldi shall be granted twenty-five (25) sick leave days with pay per year to be used for his own illness, exposure to contagious disease or any other reason as set forth in the Borough's Personnel Policy Manual as to sick time.

B. In the event that Schiraldi is absent from work on sick leave for three (3) or more consecutive workdays, or at any time that the Borough deems to be reasonable, the Borough may require Schiraldi to submit acceptable medical evidence substantiating the need for sick leave; or, alternatively, may require a physician of its own choosing to provide a medical statement concerning the need for sick leave.

C. Sick leave not taken shall accumulate from year-to-year, to a maximum of one hundred sixty (160) sick leave days in the aggregate. Upon retirement, in addition to any other benefits herein, Schiraldi shall be compensated for his accumulated sick days at his then existing rate of pay. Payment for accumulated sick days shall be done on a scheduled basis similar to

normal "payroll procedures." Payment shall be made in one (1) lump sum, less all applicable deductions.

X. LEAVE OF ABSENCE

Schiraldi may be granted a leave of absence, without pay, for a period not to exceed ninety (90) working days by the Mayor and Borough Council. Schiraldi shall submit, in writing, all of the facts bearing on the request to the Borough Administrator, who will consider the request on its merits and without establishing a precedent and recommend the approval or denial of such leave to the Mayor and Borough Council, who shall make the ultimate determination. The leave may be subject to one (1) renewal, not to exceed ninety (90) working days, for reasons of personal illness, disability or other reasons as deemed proper and appropriate by the Borough. At the expiration of such leave, Schiraldi shall return to the same position held before the leave of absence was granted at the same rate of pay and benefits which were enjoyed before the granting of the said leave. The Borough reserves the right to hire temporary employees to replace Schiraldi during his absence.

XI. VEHICLE

A. Schiraldi shall be provided with a Borough vehicle. The vehicle shall be used for official Borough business only, which is to include attendance at approved meetings, seminars and conferences. Given the need for Schiraldi to respond to emergent situations in the Borough, the vehicle can be used for commuting between home and work and for personal business within a ten (10) mile radius from the Borough's Municipal Building.

B. The Borough shall pay for all expenses for the operation and upkeep of the vehicle, such as car insurance, tires, gasoline, oil changes and any other necessary repairs, except when

the vehicle is used for Schiraldi's personal use, at which time he shall be responsible for the cost of gasoline.

C. The vehicle shall not be used by anyone other than Schiraldi, except that Schiraldi may designate other members of the Department, as appropriate, to use the vehicle for work-related purposes only. Schiraldi shall provide, in advance, written documentation to the Borough Administrator or designee of such vehicle designation and the length of time of such designation.

D. The Borough reserves the right to revoke Schiraldi's right to a Borough vehicle at any time.

XII. PERFORMANCE OF LEGAL RESPONSIBILITIES

Leave for performance of civic duty in serving as a juror in any court shall be granted, provided that a letter confirming the jury service is provided to the Borough Administrator or designee. Schiraldi shall be compensated for jury service at a rate equal to his normal pay minus payment received for said jury service.

XIII. WORK SCHEDULE

Schiraldi shall spend sufficient time at his job to insure the orderly and responsible operation of the Department, which shall include a minimum of forty (40) hours worked per week. Schiraldi's hours of work shall begin no earlier than 6:00a.m. and end no later than 5:00p.m., inclusive of a thirty (30) minute unpaid lunch, eight (8) consecutive hours a day.

XIV. CLOTHING ALLOWANCE

A. Schiraldi shall receive, during the term of this Agreement, the following clothing:

1. Every two (2) years, he shall receive five (5) sets of shirts and pants, one (1) winter jacket and two (2) lightweight jackets.

2. In January, on an annual basis no later than March 1, he shall receive Five Hundred Dollars (\$500.00), less all applicable deductions, which is to be used for the express purpose to purchase two (2) pairs of work shoes.
3. The Borough shall supply two (2) pairs of gloves, foul weather gear and safety rubber boots, as needed, and an approved safety vest.
4. The present practice of laundry service for the cleaning of uniforms shall be maintained unless Borough undertakes a purchase program.

B. Schiraldi's uniform or personal equipment which are required for him in his capacity as a member of the Department, which may be damaged during the course of his employment, will be replaced at the expense of the Borough, except where such damage is caused by his negligence. The replacement of clothing and personal equipment shall be subject to the approval of the Borough Administrator or designee. Any payments made for replacement clothing shall be in addition to the provisions of §A(2) above and shall be made to Schiraldi within thirty (30) calendar days from the reporting of the damage or loss to the Business Administrator.

C. All clothing which the Borough is obligated to provide shall be distributed to Schiraldi during the month of June.

D. Schiraldi is required to wear the uniform/equipment/gear provided by the Borough. Failure to wear any of the items listed herein, including uniform/equipment/gear, could result in disciplinary action against Schiraldi, up to and including termination. In addition, no uniform/equipment/gear shall be torn or worn in such a way that would bring negative comments towards Schiraldi and/or the Department.

XV. MEDICAL COVERAGE AND HEALTH INSURANCE

A. Schiraldi shall receive the same health insurance benefits, including medical and dental coverage, as provided to "Supervisors" pursuant to Article 22 of the Collective Negotiations Agreement between the Borough and Department of Public Works Foremen, effective January 1, 2021 through December 31, 2024.

B. Schiraldi shall contribute to the cost of his Borough-provided health benefits in accordance with the rates established by the Tier IV grid in P.L. 2011, Ch. 78. All payments referenced herein are to be made by way of payroll deduction.

C. The Borough reserves the right to select and to change the carrier or provider of any medical coverage, health insurance and/or dental plan. In the event of any change of carrier, the benefits will substantially equivalent to benefits presently provided to the Supervisors.

D. Effective upon Schiraldi's retirement, if he had at least twenty-five (25) years of pensionable service with the Borough as of October 1, 2023, Schiraldi, his spouse and his eligible dependents shall be entitled to receive retiree medical insurance, until Schiraldi reaches age sixty-five (65), at which time, the Borough's health insurance will become secondary to Medicare. Schiraldi's eligible dependents shall be eligible to receive coverage until he/she/they reach age twenty-six (26). Schiraldi's contribution towards all of this retiree health coverage shall be fifteen (15%) percent of the annual premium for medical insurance. The Borough shall not provide Medicare reimbursement to Schiraldi nor shall the Borough pay for any surviving spouse insurance.

XVI. WORK INCURRED INJURY

A. If Schiraldi suffers a work connected injury or disability, the Borough shall continue Schiraldi at full pay, during the continuance of Schiraldi's inability to work or disability, for a period of up to thirty (30) calendar days. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

B. When injured while working, regardless of the severity of such injury, Schiraldi shall make an immediate report of such injury, prior to the end of the workday on which the injury occurred, unless he is medically unable to do so. Schiraldi then shall be required to report same once he is medically able to do so. Failure to timely report any work incurred injury will result on the failure of Schiraldi to receive compensation for same under this Agreement.

C. Schiraldi shall be required to present signed, written evidence by a certificate of a responsible physician that he is unable to work and the Borough may reasonably require Schiraldi to present such certificate from time to time. The Borough may, at its sole discretion, require a certificate of inability to work from a physician selected by the Borough.

D. In the event that Schiraldi contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, the burden shall be upon Schiraldi to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation or, by the final decision of the last reviewing court, which shall be binding upon both Parties.

E. In the event that a dispute arises as to whether an absence shall be computed or designated as sick leave or an injury on duty, the Parties agree to be bound by the decision of an

appropriate Workmen's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occurrence under the terms of the sick leave policy heretofore agreed upon between the Parties.

XVII. DISCHARGE AND DISCIPLINE

The Borough may discharge or discipline Schiraldi in accordance with any of the provisions of N.J.S.A. 40A:9-154.6 et seq., and/or the Borough Code and/or the Borough Personnel Policy Manual and/or any other statute, regulation or source of law.

XVIII. LEGAL DEFENSE

Schiraldi will be provided with a defense in a civil action arising directly out of his employment in which he is named as a Defendant, consistent with the Borough's insurance policy and the Borough Personnel Policy Manual and State law. The Borough will pay any civil judgment against Schiraldi for compensatory damages, so long as the act(s) allegedly committed by Schiraldi upon which the action is based was directly within the scope of his lawful employment with the Borough and does not constitute fraud, malice, negligence, misconduct and/or any violation outside the scope of his Borough employment.

XIX. GOVERNING LAW

The terms under this Agreement shall be subordinate to and governed by the laws of the State of New Jersey.

XX. ENTIRE AGREEMENT

This instrument contains the entire Agreement of the Parties respecting Schiraldi's employment and there are no representations, warranties and/or commitments, except as specifically as set forth herein. This Agreement shall be amended only by an instrument in writing executed by the Parties hereto.

XXI. HEADINGS

Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XXII. SAVINGS CLAUSE

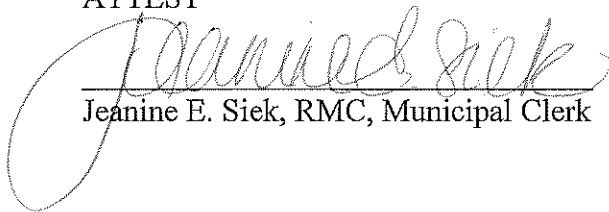
Should any valid Federal or State law or final determination of any Court or administrative agency of competent jurisdiction affect any provisions of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination and otherwise the Agreement shall continue in full force and effect.

XXIII. TERM & RENEWAL

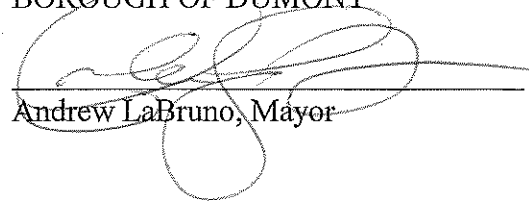
A. **THIS AGREEMENT** shall be in full force and effect as of January 1, 2021 and shall remain in effect up to and including December 31, 2024. If the Borough and Schiraldi have not agreed upon, by January 1, 2025, to new terms and conditions of employment, only Schiraldi's 2024 salary shall continue. The remaining provisions set forth herein shall be deemed to have expired and be of no effect, in which case Schiraldi's employment shall be governed by State statute, Borough policy and/or Borough Code until a new agreement, if any, is agreed upon and entered into by the Parties.

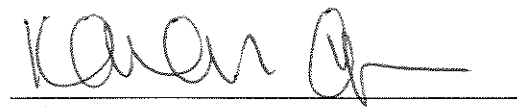
B. The Borough will be entitled to terminate this Agreement for "cause" at any time during this Agreement. "Cause" shall mean: a), fraud or misconduct in the performance of Schiraldi's duties and/or a breach of duty of loyalty to the Borough; b) indictment for and conviction of, or a guilty plea or a plea of no contest to an, offense of the first (1st), second (2nd), third (3rd) or fourth (4th) degree under State law, or a misdemeanor of any level if that misdemeanor touches Schiraldi's employment with the Borough; c) any conviction, guilty plea or a plea of no contest to any crime/offense Federal law; or, d) willful failure to follow the written directives of the Borough or a material breach of this Agreement.

ATTEST

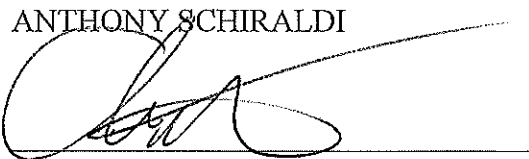

Jeanine E. Siek, RMC, Municipal Clerk

BOROUGH OF DUMONT


Andrew LaBruno, Mayor


Witness

ANTHONY SCHIRALDI


Anthony Schiraldi, Superintendent of
Department of Public Works



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 269

Date: September 19, 2023

Page: 1 of 2

Subject: 2022 CDBG Dulles Drive
Improvement Project

Purpose: Authorization to Advertise
for Bids

Dollar Amount: _____

Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**AUTHORIZATION TO ADVERTISE FOR BIDS – 2022 CDBG DULLES DRIVE
IMPROVEMENT PROJECT**

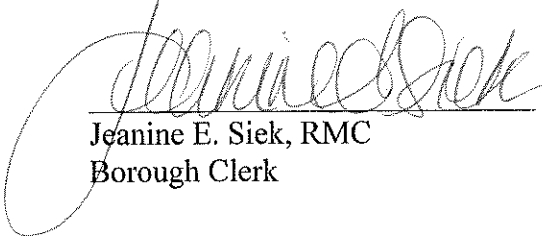
BE IT RESOLVED, the Municipal Clerk is hereby authorized by the Governing Body of the Borough of Dumont to advertise for bids for:

2022 CDBG DULLES DRIVE IMPROVEMENT PROJECT

BOROUGH OF DUMONT
BERGEN COUNTY, NEW JERSEY

BE IT FURTHER RESOLVED this Resolution take effect immediately.

I, Jeanine E. Siek, Borough Clerk of the Borough of Dumont, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of Dumont at a meeting held on the 19th of September, 2023.



Jeanine E. Siek, RMC
Borough Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LABRUNO				
TOTALS	5			1

Resolution No. 270
Date: September 19, 2023
Page: 1 of 2
Subject: 2023 Road Resurfacing Program
Purpose: Authorization to Advertise for Bids
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

AUTHORIZATION TO ADVERTISE FOR BIDS – 2023 ROAD RESURFACING PROGRAM

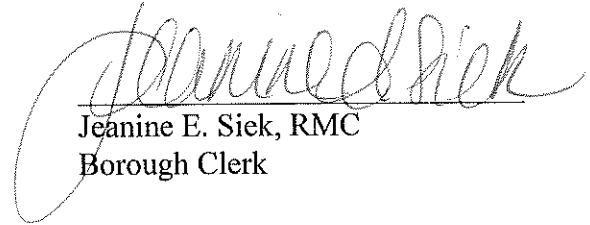
BE IT RESOLVED, the Municipal Clerk is hereby authorized by the Governing Body of the Borough of Dumont to advertise for bids for:

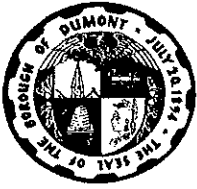
2023 ROAD RESURFACING PROGRAM
which includes improvements to Berkley Place, Golfview Drive and Sherwood Road

BOROUGH OF DUMONT
BERGEN COUNTY, NEW JERSEY

BE IT FURTHER RESOLVED this Resolution take effect immediately.

I, Jeanine E. Siek, Borough Clerk of the Borough of Dumont, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of Dumont at a meeting held on the 19th of September, 2023.


Jeanine E. Siek, RMC
Borough Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 271

Date: September 19, 2023

Page: 1 of 2

Subject: BCOS Veterans Memorial
Park Phase II and Berkley
Park Improvements

Purpose: Authorization to Advertise
for Bids

Dollar Amount: _____

Offered by: Morrell
Seconded by: Aponte

Prepared By: Jeanine E. Siek, RMC

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**AUTHORIZATION TO ADVERTISE FOR BIDS – BERGEN COUNTY OPEN SPACE
VETERANS MEMORIAL PARK PHASE II AND BERKLEY PARK IMPROVEMENTS**

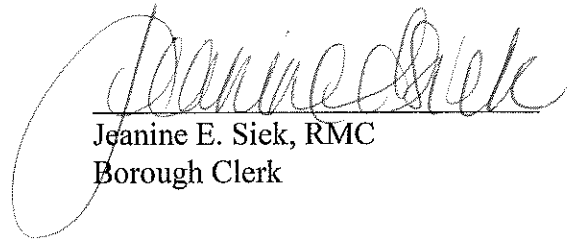
BE IT RESOLVED, the Municipal Clerk is hereby authorized by the Governing Body of the Borough of Dumont to advertise for bids for:

**BERGEN COUNTY OPEN SPACE VETERANS MEMORIAL PARK PHASE II AND
BERKLEY PARK IMPROVEMENTS**

BOROUGH OF DUMONT
BERGEN COUNTY, NEW JERSEY

BE IT FURTHER RESOLVED this Resolution take effect immediately.

I, Jeanine E. Siek, Borough Clerk of the Borough of Dumont, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of Dumont at a meeting held on the 19th of September, 2023.


Jeanine E. Siek, RMC
Borough Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 272
Date: September 19, 2023
Page: 1 of 2
Subject: Knights of Columbus Casino Raffle
Purpose: Approval of Application
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell

Seconded by: Aponte

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



Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

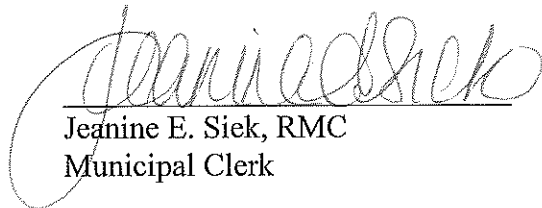
KNIGHTS OF COLUMBUS CASINO RAFFLE

WHEREAS, Knights of Columbus #1345, St. Johns Council, has applied for a casino raffle, to be held at 61 Armor Place, Dumont, New Jersey on 11/4/23; RL#610, ID #109-6-7021;

BE IT RESOLVED, by the Governing Body of the Borough of Dumont that a casino raffle license be issued to the Knights of Columbus; and

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

By my signature below, I, Jeanine E. Siek, RMC, do hereby certify that this is a true copy of a Resolution adopted by the Borough of Dumont Borough Council at a regular meeting of the Mayor and Council conducted on the 19th day of September 2023.


Jeanine E. Siek, RMC
Municipal Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 273

Date: September 19, 2023

Page: 1 of 2

Subject: Hunger Action Month

Purpose: Recognition

Dollar Amount: _____

Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell

Seconded by: Aponte

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

RESOLUTION RECOGNIZING THE MONTH OF SEPTEMBER
AS HUNGER ACTION MONTH

WHEREAS, hunger and food insecurity are a reality for far too many of our neighbors; and

WHEREAS, those who are food insecure are without reliable access to an adequate amount of affordable, nutritious food. Food insecurity can affect anyone, whether they are recently unemployed, underemployed, or supporting a large family; and

WHEREAS, food insecurity is a symptom of broader challenges, such as unemployment, disability, retirement, or unforeseen financial hardships; and

WHEREAS, those who do not have their basic needs met are further hampered in their path toward self- sufficiency; and

WHEREAS, ongoing economic instability has increased food insecurity amongst individuals and families throughout Bergen County and across the country; and

WHEREAS, food pantries in Bergen County have experienced an approximately 22% increase in need for food assistance compared to last year, and a 40% increase in need from the unprecedented levels seen in 2020 due to the COVID-19 pandemic; and

WHEREAS, there are residents in every municipality in Bergen County who receive SNAP benefits, illustrating that this is an issue impacting residents across Bergen County; and

WHEREAS, the economic coattails of the pandemic are long, and despite the end of Federal and state emergency declarations, tremendous need still exists within our community; and

WHEREAS, the Bergen County Food Security Task Force was established to support food pantries in Bergen County by increasing the supply of healthy food options, connecting those in need to vital services, and investing in long term infrastructure to build a more resilient pantry network to ensure no one in Bergen County goes hungry; and

WHEREAS, the Bergen County Food Security Task Force has been incorporated into the Department of Human Services as the new Office of Food Security to reaffirm that the county's commitment to fighting hunger continues past the pandemic; and

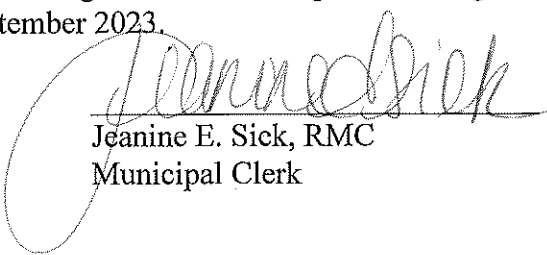
WHEREAS, the energy, philanthropy, and hands-on efforts of a multitude of volunteers throughout the county make a tremendous impact in combatting hunger in our community, and are vital in meeting the struggles of our neighbors with compassion; and

WHEREAS, the Borough of Dumont is fortunate to host three (3) food pantries within our Municipality; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby recognizes the month of September 2023 as "Hunger Action Month" in the Borough of Dumont, and encourages all Bergen County residents to support their local food pantries.

BE IT FURTHER RESOLVED that the Mayor and Council are committed to ending hunger in Bergen County and will spread awareness and increase engagement in our community to solve this problem.

By my signature below, I, Jeanine E. Siek, RMC, do hereby certify that this is a true copy of a Resolution adopted by the Borough of Dumont Borough Council at a regular meeting of the Mayor and Council conducted on the 19th day of September 2023.


Jeanine E. Siek, RMC
Municipal Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 274
Date: September 19, 2023
Page: 1 of 2
Subject: 2022 Audit
Purpose: Certification
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

CERTIFICATION OF THE 2022 AUDIT

**GOVERNING BODY CERTIFICATION THAT THEY HAVE REVIEWED, AT A
MINIMUM, THE "COMMENTS AND RECOMMENDATIONS" OF THE 2022
ANNUAL AUDIT**

WHEREAS, N.J.S.40A:5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2022 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.40A:5-6, and a copy has been received by each member of the Governing Body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, at a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the Governing Body have personally reviewed, at a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the Governing Body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director of Local Government Services, under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

BE IT RESOLVED, that the Governing Body of the Borough of Dumont, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

BE IT FURTHER RESOLVED, copies of this resolution and original certification shall be sent to the Local Finance Board, Division Local Government Services, P.O. Box 803, Trenton, N.J. and the Borough Auditor.

I, Jeanine E. Siek, Borough Clerk of the Borough of Dumont, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of Dumont at a meeting held on the 19th of September, 2023.

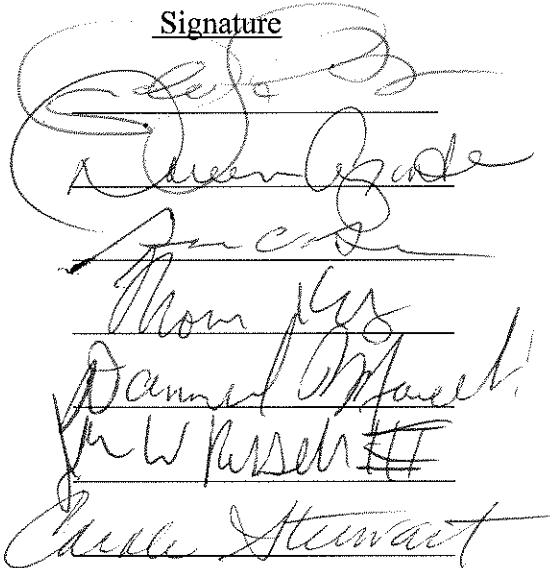

Jeanine E. Siek, RMC, Borough Clerk

**STATE OF NEW JERSEY
COUNTY OF BERGEN
BOROUGH OF DUMONT**

We, the members of the Governing Body of the Borough of Dumont, in the County of Bergen being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Council of the Borough of Dumont in the County of Bergen.
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2022;
3. We certify that we have personally reviewed and are familiar with, as a **minimum**, the sections of the Annual Report of Audit entitled **"Comments and Recommendations"**.

Signature



Handwritten signatures of the Council members: Andrew LaBruno, Doreen Aponte, George Harvilla, Tom Kelly, Donald Morrell, John W. Russell III, and Carole Stewart.

Print

Andrew LaBruno

Doreen Aponte

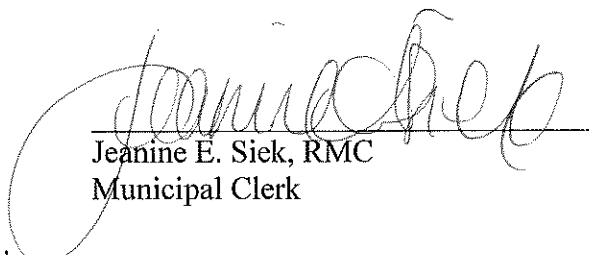
George Harvilla

Tom Kelly

Donald Morrell

John W. Russell III

Carole Stewart

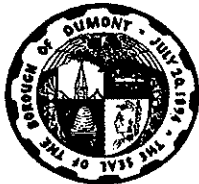


Jeanine E. Siek, RMC
Municipal Clerk

Sworn to and subscribed before me this
19th day of September, 2023

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the Governing Body.

This certificate must be sent to the Bureau of Financial Regulations and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, N.J. 08625



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LABRUNO				
TOTALS	5			1

Resolution No. 275
Date: September 19, 2023
Page: 1 of 2
Subject: Senior Center Improvement Project
Purpose: Authorization to Enter into CDBG Grant Agreement
Dollar Amount: \$57,000.00
Prepared By: Jeanine E. Siek, RMC

Offered by: Morrell
Seconded by: Aponte

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

Jeanine E. Siek
Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

AUTHORIZATION TO ENTER INTO A CDBG GRANT AGREEMENT FOR SENIOR CENTER IMPROVEMENT PROJECT

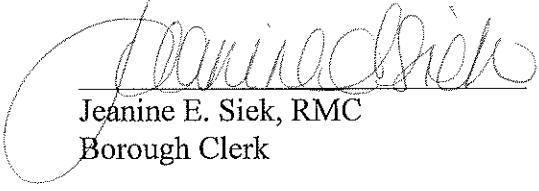
BE IT RESOLVED, that the Mayor and Council of the Borough of Dumont wishes to enter into a grant agreement with the County of Bergen for the purpose of using \$57,000.00 in FY2023 Community Development Block Grant funds for Senior Center Improvement Project in the Borough of Dumont, New Jersey; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes the Borough Administrator, Michael Kazimir, to be a signatory for the aforesaid grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes the Chief Financial Officer, Chris Rutch, to sign all County vouchers submitted in connection with the aforesaid project; and

BE IT FURTHER RESOLVED, that the Mayor and Council recognizes that the Borough of Dumont is liable for any funds not spent in accordance with the Grant Agreement; and that liability of the Mayor and Council is in accordance with HUD requirements.

I, Jeanine E. Siek, Borough Clerk of the Borough of Dumont, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of Dumont at a meeting held on the 19th of September, 2023.


Jeanine E. Siek, RMC
Borough Clerk



2023
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
APONTE	✓			
HARVILLA				✓
KELLY	✓			
MORRELL	✓			
RUSSELL	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	5			1

Resolution No. 276
Date: September 19, 2023
Page: 1 of 2
Subject: Brook Street Parking Lot .
Spaces – Dwain Asplint
Purpose: Authorization to Enter into
Lease Agreement
Dollar Amount: - See attached lease -
Prepared By: Jeanine E. Siek, RMC

Offered by: Stewart
Seconded by: Aponte

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

Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**AUTHORIZATION TO ENTER INTO LEASE AGREEMENT WITH DUANE ASPLINT
FOR BROOK STREET PARKING LOT SPACES**

WHEREAS the attached lease agreement (hereinafter referred to as “Agreement”) made on this 19th day of September, 2023 by and between the Borough of Dumont located at 50 Washington Avenue, Dumont, New Jersey, (hereinafter referred to as “Lessor”) and Dwain Asplint whose address is 73 Chestnut Ridge Road, Saddle River, New Jersey (hereinafter referred to as “Lessee”); and

WHEREAS, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following space: the municipal parking lot located along Brook Street between 98 Brook Street and the Dumont Ambulance Corps building, which includes the 26 spaces located in the most south-easterly corner along Brook Street of the municipal parking lot (hereinafter referred to as

“Premises”); and

WHEREAS, The Premises are leased for a term of two (2) years with a Lessee option for a third and fourth year. The term is as follows:

Year 1	October 1, 2023 through September 30, 2024	\$2,500/month
Year 2	October 1, 2024 through September 30, 2025	\$3,000/month
Year 3 (Option)	October 1, 2025 through September 30, 2026	\$3,250/month
Year 4 (Option)	October 1, 2026 through September 30, 2027	\$3,500/month

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes entering into the lease agreement of the Brook Street parking lot spaces described here within with Dwain Asplint beginning October 1, 2023 for a term of two consecutive years, with third- and fourth-year options, as described above.

BE IT FURTHER RESOLVED, that the Lessee must conform to all terms and conditions as set forth in the attached lease agreement.

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Mr. Asplint, Finance, CFO and the Borough Auditor.

I, Jeanine E. Siek, Borough Clerk of the Borough of Dumont, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council of the Borough of Dumont at a meeting held on the 19th of September, 2023.



Jeanine E. Siek, RMC, Borough Clerk

Lease Agreement

THIS LEASE agreement made on this 29th day of September, 2023 by and between the Borough of Dumont located at 50 Washington Avenue, Dumont, New Jersey, (hereinafter referred to as "Lessor") and Dwain Asplint whose address is 73 Chestnut Ridge Road, Saddle River, New Jersey (hereinafter referred to as "Lessee")

WITNESSETH:

For and in consideration of the covenants herein contained, and upon the terms and conditions herein set forth, Lessor and Lessee agree as follows:

1. DESCRIPTION. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following space: the municipal parking lot located along Brook Street between 98 Brook Street and the Dumont Ambulance Corps building. This includes the 26 spaces located in the most south-easterly corner along Brook Street of the municipal parking lot. (Hereinafter referred to as "Premises").

2. TERM. The Premises are leased for a term of two (2) years with a Lessee option for a third and fourth year. The term is as follows:

Year 1	October 1, 2023 through September 30, 2024	\$2,500/month
Year 2	October 1, 2024 through September 30, 2025	\$3,000/month
Year 3 (Option)	October 1, 2025 through September 30, 2026	\$3,250/month
Year 4 (Option)	October 1, 2026 through September 30, 2027	\$3,500/month

3. OCCUPANCY. The Lessee shall pay the above defined rents to the Lessor on the first day of each month. All such rent payments shall be payable in such currency of the United States of America and be legal tender for payment of public and private debts. Any and all payments made by check shall be subject to collection thereon. The fence rental shall be put into Lessee's name. Bags of sand/gravel anchoring the fence shall be replaced/installed, and privacy fences screen/slats should be explored by Lessee to shield yard from outside view. The gate continues to be the property of Lessor. Any damage to the gate must be reported to Lessor and will be addressed under the direction of Lessor. The yard must be maintained and kept clean of debris/garbage. The lot must be secured to discourage vandalism or theft. The Generator onsite must be purchased by Lessee for \$950 within 6 months (on or before March 31, 2024).

4. USE AND OCCUPANCY. Lessee shall use and occupy the Premises for the storage of landscaping equipment used in connection with Lessee's business operations as existing at the time this lease is executed and for no other purposes. Lessee agrees to indemnify and save harmless Lessor from and against:

(a) all claims of whatever nature against Lessor arising from any act, omission, or negligence of Lessee, its contractors, licensees, agents, servants, employees, invitees, or visitors, including act, omission, or negligence of Lessor and Lessee;

(b) all claims against Lessor arising from any accident, injury, or damage whatsoever caused to any person or property of any person and occurring during the Term of the lease;

(c) all claims against Lessor arising from any accident, injury or damage occurring outside of the Premises where such accident, injury or damage results or is claimed to have resulted from an act or omission of Lessee or Lessee's agents, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Lessor and Lessee, and

(d) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, observed and performed. This indemnity from and against any and all liability fines, suits, demands, cost and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

In any event, there shall be absolutely no personal liability on the part of the Lessor to the Lessee with respect to any of the terms, covenants, and conditions of this Lease and Lessee shall look solely to the equity of the Lessor and any successor in interest to the Lessor in the fee or leasehold estate of the Lessor, as the case may be, for the satisfaction of each and every remedy of the Lessee in the event of any breach by the Lessor or by any successor in interest to the Lessor of any of the terms, covenants and conditions of this Lease to be performed by the Lessor. Such exculpation of personal liability to be absolute and without any exception whatsoever.

5. CARE AND REPAIR OF PREMISES. Lessee shall commit no act of waste and shall take good care of the premises and fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state, county and municipal governments of any agency or department thereof. Lessee shall make all necessary repairs to the premises, at Lessee's sole cost and expense, and to preserve the same in good condition and working order. All of Lessee's repairs shall be of a first class quality and done in a good and workmanlike manner. If Lessee shall fail to make such repairs as are necessary, Lessor shall nevertheless make the necessary repairs but Lessee shall pay Lessor, as additional rent, immediately upon demand, the costs therefor. All alterations, additions and improvements made by Lessee to the premises which are so attached to the premises that they cannot be removed, without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense,

(a) remove all Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, as hereinabove provided (including trade fixtures, cabinetwork, movable paneling, partitions and the like);

(b) repair all injury done by or in connection with the installation or removal of said property and improvements; and

(c) surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect or fault of or by Lessee, Lessee's agents, servants, visitors and licensees excepted.

All other property of lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense. Any fixtures placed upon the Premises shall be the property of the Lessor. Lessee shall not mortgage, hypothecate, assign or otherwise permit a lien to attach to said fixtures.

6. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. Lessee shall not make any alterations, additions or improvements in, to or about the premises without first obtaining the express written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor's consent may be subject to such terms and conditions as Lessor may reasonably require including the requirement that Lessee solely utilize union labor. If, in Lessor's sole opinion, the proposed alteration, addition or improvement shall affect or impact on any structural or mechanical system in the building, Lessor may withhold its consent with our without cause. Lessee shall not install any air conditioning or heating systems of any kind whatsoever within the Premises.

7. ASSIGNMENT AND SUBLEASE.

(a) Lessee shall not assign or sublease the within Lease.

(b) Lessee shall not permit the Premises or any portion thereof to be used or occupied by others without the express written consent of the Lessor in each instance which may be withheld by Lessor in the sole and absolute exercise of Lessor's discretion with or without cause.

Any consent by the Lessor shall not be construed to relieve Lessee, a permitted assignee or a permitted sublessee of its obligation to obtain Lessor's express written consent to any further assignment or subletting.

- (c) (i) If Lessee is a corporation, the provisions of Section 7(a) and (b) shall apply to and control a transfer of a majority of the stock of the Lessee as if said transfer of a majority of the stock of Lessee was an assignment of this Lease.

(ii) If Lessee is a Partnership, the provisions of Section 7(a) and (b) shall apply to and control a transfer of a majority interest in the partnership, as if such transfer were an assignment of this Lease.

8. COMPLIANCE WITH RULES AND REGULATIONS. Lessee shall observe and comply with such reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the security, safety, care and cleanliness of the building and the comfort, quiet and convenience of other neighboring residents.

9. DEFAULT OF LESSEE. Any of the following events shall be a default of the Lessee:

- (a) Lessee's default in the payment on the due date of the Basic Rents and/or additional rents and/or any other payment required of Lessee of this Lease, unless Lessee shall cure such default within fifteen (15) DAYS AFTER THE DUE DATE OF SUCH Basic Rent and/or additional rent and/or other payment required of Lessee hereunder;
- (b) Lessee's default in the performance of any of the other covenants of Lessee or conditions of this Lease, unless Lessee shall cure such default within fifteen (15) days after notice of such default given by Lessor (or if any such default is of such nature that it cannot be completely cured within such period, then unless Lessee shall commence such curing within fifteen (15) days after notice of such default given by Lessor and shall thereafter proceed with reasonable due diligence and in good faith to cure such default and shall succeed in curing such default within a reasonable period of time, and provided that the existence of such default for more than fifteen (15) days does not, in Lessor's reasonable judgment, itself result in substantial damages to Lessor and place Lessor in risk of substantial damage by such additional time to cure such default;
- (c) insolvency of Lessee;
- (d) the sale or attempted sale by or under execution of other legal process of Lessee's leasehold interest hereunder and/or substantially all of the Lessee's other assets;
- (e) the initiation of legal proceedings to effect, or resulting in, the seizure, sequestering or impounding of any of Lessee's goods or chattels used in, or incident to, the operation of law of Lessee's leasehold interest hereunder;
- (f) any attempt by Lessee to assign the within Lease or sublet the Premises without the express prior written consent of Lessor; or

- (g) any act or omission of Lessee constituting an anticipatory breach or repudiation of this Lease.

10. LESSOR'S REMEDIES ON DEFAULT OF LESSEE. Upon any default of Lessee as set forth in Paragraph 9 of this Lease, Lessor, at Lessor's sole option, may elect and enforce any one of the remedies hereinafter provided in this paragraph 10; provided, however that Lessor may, at Lessor's sole option, elect and enforce multiple remedies from among those remedies hereinafter provided to the extent such remedies are not inconsistent and are not legally mutually exclusive and to the extent Lessor, in Lessor's reasonable judgment, deems the enforcement of such multiple remedies necessary or appropriate to indemnify and make Lessor whole from any loss or damage as a result of the default or defaults of Lessee; and provided further that Lessor, at Lessor's sole discretion, may successively elect and enforce any number of the remedies hereinafter provided to the extent that Lessor, in Lessor's reasonable judgment, deems necessary or appropriate to indemnify and make Lessor whole from any loss or damage as a result of the default or defaults of Lessee;

(a) Termination and Lessee's Liabilities. Lessor shall have the right to terminate this Lease forthwith, and upon notice of such termination given by Lessor to Lessee in accordance with the notice provisions of this Lease, Lessee's right to possession, use and enjoyment of the Premises shall cease, and Lessee shall immediately quit and surrender the Premises to Lessor, but Lessee shall remain liable to Lessor as hereinafter provided. If Lessor elects, pursuant hereto, actually to occupy and use the Premises, or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligations for rent, other payments and damages as herein defined during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed in any event the basic and additional rent herein reserved. In no event shall such occupancy by Lessor be construed as a release of Lessee's liability hereunder.

(b) Other Remedies. Lessor's remedies hereunder are in addition to any remedy allowed by law or in equity, including, but not limited to, the right to commence an action for summary dispossession.

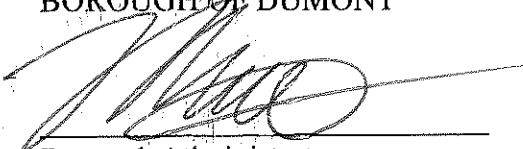
(c) Legal Fees. In the event of default, Lessee shall be responsible for all legal fees incurred by Lessor. Lessee's responsibility to pay said legal fees shall be deemed additional rent payable hereunder.

11. SERVICES TO BE PROVIDED BY LESSOR/LESSOR'S EXCULPATION. Lessor shall furnish and pay for reasonable electric use by Lessee. Lessor shall not be liable for failure to furnish any of the aforesaid services when such failure is due to force majeure. Lessor shall not be liable, under any circumstances, for loss of, or injury to Lessee or to property however occurring, through or in connection with or incidental to the furnishing of, or failure to

furnish, any of the aforesaid services or for any interruption to Lessee's business, however occurring.


12. **HOLDOVER TENANCY.** If Lessee holds possession of the Premises after the term of this lease, Lessee shall become a tenant from month to month under the provisions herein provided, but at a monthly Basic Rental of one hundred twenty (120%) percent of the Basic Rent for the last month of the lease term or any renewed or extended term, payable in advance on the first day of each month, and such tenancy shall continue until terminated by Lessor, or until Lessee shall have given to Lessor a written notice, at least sixty (60) days prior to the intended date of termination of intent to termination such tenancy.
13. **LATE CHARGE.** Anything in this Lease to the contrary notwithstanding, at Lessor's option, Lessee shall pay a "Late Charge" of five (5%) percent of any installment of rent or additional rent paid more than five (5) days after the due date hereof, to cover the extra expense involved in handling delinquent payments.
14. **LESSEE'S INSURANCE.** Lessee covenants to provide on or before the commencement date, and each term renewal, a comprehensive policy of general liability insurance, naming the Lessor as an additional named insured, insuring Lessee and Lessor against all insurance hazards and exposures, including completed operations. Said policy is to be written by an insurance company licensed and qualified to do business in the State of New Jersey and reasonably satisfactory to Lessor. The policy shall have a limit of not less than Five Hundred Thousand (\$500,000) dollars in respect to any one person, a limit of One Million Dollars (\$1,000,000) for injuries to more than one person, and One Million Dollars with respect to loss or damage to the property of any person.
15. **LESSOR'S LIABILITY FOR LOSS OF PROPERTY.** Lessor shall not be liable for the loss of property from any cause whatsoever, including, but not by way of limitation, theft or burglary from the Premises, and Lessee covenants and agrees to make no claim for any such loss at any time.

BOROUGH OF DUMONT



Borough Administrator
Michael Kazimir

LESSEE



Dwain Asplint