



**2019
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE	✓			
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	5			1

Resolution No. 288
Date: December 3, 2019
Page: 1 of 2
Subject: Unmaintained Properties
Purpose: Snow Removal
Dollar Amount: _____
Prepared By: Susan Connelly, RMC

Offered by: Stewart
Seconded by: Rossillo

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

**MAINTENANCE OF UNMAINTAINED PROPERTIES WITHIN THE
BOROUGH OF DUMONT**

WHEREAS, the Borough of Dumont requested quotes for outside snow removal work to be performed on private and bank-owned properties within the Borough that have been left unmaintained in violation of the Borough Code; and

WHEREAS, N.J.S.A. 40:48-2.14 and 2.27 authorize municipalities to impose liens upon properties to defray costs to remove brush, weeds, debris and the like from neglected properties; and

WHEREAS, the Borough Code Section 139-6 provides authority, under the above referenced statutes, to impose liens upon properties in the manner prescribed by law to collect delinquent taxes to defray the cost of such property maintenance; and

WHEREAS, three quotes were requested and two were received from qualified snow removal contractors: (1) R.L. Roem, Jr. at a rate of seventy-five dollars (\$75) per property and (2) Mike Versace Landscaping, LLC at a labor rate of ninety-five dollars (\$95) per man hour; and

WHEREAS, R. L. Roem, Jr. has submitted the lowest and has agreed to await payment for any work performed until the liens on the respective properties are redeemed and the Borough collects all sums due against the properties; and

WHEREAS, the value of this contract is not expected to exceed the statutory bid threshold of \$40,000.

BE IT RESOLVED, by the Council of the Borough of Dumont, County of Bergen and State of New Jersey, that the contract for abandoned and bank-owned property maintenance be and is hereby awarded to R.L. Roem, Jr., at a rate of seventy-five dollars (\$75) per property for the requested personnel and services to be performed under the supervision of the Code Enforcement Official or Superintendent of Public Works, payment to await redemption of the lien imposed by the Borough Collector of Taxes as if the charges were ad valorem taxes due and owing, in a total amount not to exceed the bid threshold of \$40,000.

BE IT FURTHER RESOLVED, that the Mayor, Borough Administrator and Municipal Clerk, be and hereby are authorized to execute a contract for the required services, in a form and substance acceptable to the Borough Attorney and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq.


BE IT FURTHER RESOLVED, that the Borough Collector of Taxes be and is hereby directed to take such action as is necessary to impose the charges as liens upon the properties upon submission of invoices and vouchers properly approved in the usual manner.

BE IT FURTHER RESOLVED, that a copy of this resolution, fully conformed, shall be served upon the successful bidder, the Borough Collector of Taxes and all property owners of properties requiring such maintenance within seven (7) days of the adoption hereof.

BOROUGH OF DUMONT

BY: 
JAMES J. KELLY, Mayor

ATTEST:


Susan Connelly, RMC
Municipal Clerk



2019
BOROUGH OF DUMONT
RESOLUTION

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CHAE	✓			
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MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	5			1

Resolution No. 289
Date: December 3, 2019
Page: 1 of 1
Subject: Dispatchers' Salary Guide
Purpose: Amend
Dollar Amount: _____
Prepared By: Susan Connelly, RMC

Offered by: Stewart
Seconded by: Rossillo

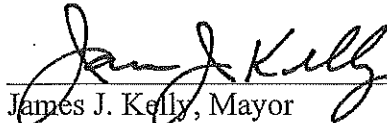
Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

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

DISPATCHERS' AMENDED SALARY GUIDE

BE IT RESOLVED by the Governing Body of the Borough of Dumont, County of Bergen, State of New Jersey hereby authorizes the following amended salary guide for dispatchers:

Starting Salary	\$35,000.00
Start of 2 nd Year	\$40,624.52
Start of 3 rd Year	\$46,249.03
Start of 4 th Year	\$51,873.55
Start of 5 th Year	\$57,498.06
Start of 6 th Year	\$63,122.58


James J. Kelly, Mayor



2019
BOROUGH OF DUMONT
RESOLUTION

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ENGLESE	✓			
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MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	5			1

Resolution No. 290
Date: December 3, 2019
Page: 1 of 11
Subject: Separation Agreement with Michael Murphy
Purpose: Authorizing Agreement
Dollar Amount: See attached
Prepared By: Mollie Hartman Lustig, Esq.

Offered by: Stewart
Seconded by: Rossillo

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

Susan Connelly

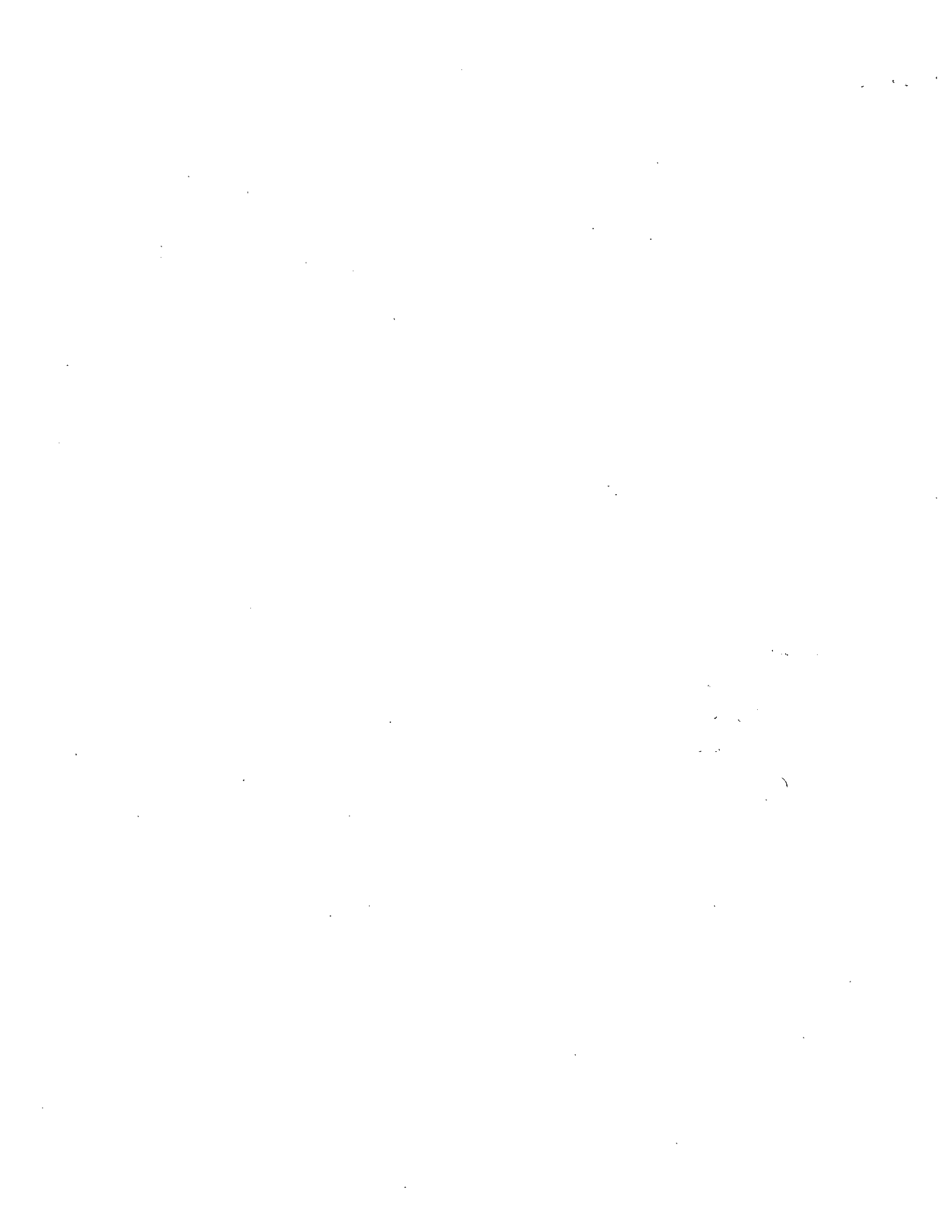
Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

POLICE DEPARTMENT SERGEANT, MICHAEL MURPHY-AUTHORIZATION OF SEPARATION AGREEMENT

WHEREAS, Police Department Sergeant Michael Murphy has expressed his intent to retire from the employ of the Borough of Dumont effective August 1, 2020, along with his expectation of certain benefits of retirement;

WHEREAS, at the time of his retirement, Mr. Murphy'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. Murphy 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. Murphy'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. Murphy, Chief Financial Officer and the Finance Department;


James J. Kelly, Mayor

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**SEPARATION AGREEMENT BETWEEN THE BOROUGH OF DUMONT AND
MICHAEL MURPHY**

This Separation Agreement and Release (hereinafter "Agreement"), dated December 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 Murphy (hereinafter the "Employee").

1. **Background and Purposes of Agreement**

1.1 Employee is employed by the Borough in the position of Sergeant for the Borough Police Department;

1.2 The Employee has provided the Borough notice that he intends to retire effective August 1, 2020.

1.3 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.

2. **Separation of Employment**

2.1 Employee's employment with the Borough is covered by the Collective Negotiations Agreement between the Borough and Patrolmen's Benevolent Association (PBA) Local 377 (Dumont Unit)("CNA");

2.2 Employee hereby resigns as an employee of the Borough, effective August 1, 2020.

2.3 Beginning January 1, 2020, Employee is entitled to utilize his accrued vacation time in the amount of three hundred sixty (360) hours, along with his unused "Kelly Time" in the amount of seventy-two (72) 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).

2.4 Employee is hereby entitled to a Terminal Leave payment in the total amount of Seventy-Seven Thousand Four-Hundred One Dollars and Ninety Six Cents (\$77,401.96).

2.5 The Borough shall pay the Employee his Terminal Leave payment in six (6) annual installments of \$12,900.32 each on the 1st of September commencing in 2020 and continuing through 2025. The final payment will be made to Employee on August 1, 2025.

2.6 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.

2.7 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. In addition, employee's dependent children shall be entitled to receive continuing health benefits paid for the Borough, for so long as they remain dependents of the Employee.

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

2.9 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 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:

A handwritten signature in black ink, appearing to be 'mjm', is located in the bottom right corner of the page.

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.

4. **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.

5. **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.

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**

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 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.

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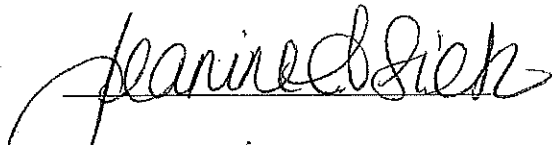
16. Formal Approval


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.

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


WITNESS:

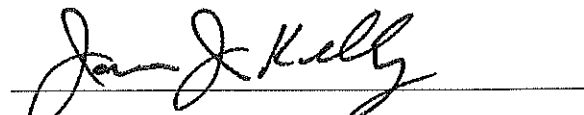

Dated: 11/25/19


MICHAEL MURPHY

WITNESS:

BOROUGH OF DUMONT


SUSAN CONNELLY, RMC
MUNICIPAL CLERK
Dated: 12/5/19

BY: 
Dated: 12/5/19



**2019
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MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE	✓			
ENGLESE	✓			
LaBRUNO				✓
MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	5			1

Resolution No. 291
 Date: December 3, 2019
 Page: 1 of 2
 Subject: Chapter 159-ADA
 Purpose: Authorization
 Dollar Amount: _____
 Prepared By: Sercan Zoklu, CFO

Offered by: Stewart
 Seconded by: Rossillo

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**

CHAPTER 159-ADA RAMPS

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

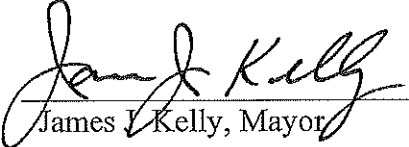
WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Dumont hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$340,207 which item is now available as a revenue from the County of Bergen; and

BE IT FURTHER RESOLVED, that a like sum of \$340,207 be and the same is hereby appropriated under the caption "ADA Ramps" in the amount of \$340,207; and

BE IT FURTHER RESOLVED, that the above is a result of a grant of \$340,207; and

BE IT FURTHER RESOLVED, that two copies of this resolution be filed with the Director of the Division of Local Government Services.


James J. Kelly, Mayor



2019
BOROUGH OF DUMONT
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MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE	✓			
ENGLESE	✓			
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MANNA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	5			1

Resolution No. 292
Date: December 3, 2019
Page: 1 of 4
Subject: 2020 RFQ's for Professionals
Purpose: Authorization to Advertise
Dollar Amount: _____
Prepared By: Susan Connelly, RMC

Offered by: Stewart
Seconded by: Rossello

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

**FAIR AND OPEN PROCESS-AUTHORIZATION TO ADVERTISE FOR RFQ'S AND
ADOPTION OF LEGAL NOTICE AND CRITERIA**

WHEREAS, the Borough of Dumont has opted to award contracts for professional services awarded under a Fair and Open Process as defined in at NJSA 19:44a-20.7, in the year 2020; and

WHEREAS, the Legal Notice of Request for Proposals is required to be adopted by the Governing Body in the month of December, for publication on or before December 9; and

WHEREAS, the Governing Body has considered forms of legal notice and criteria and has determined, in its discretion, to adopt a finalized form of such documents,

BE IT RESOLVED, by the Governing Body of the Borough of Dumont, that the Fair and Open Process legal notice and criteria be and hereby are adopted, a copy of which is annexed hereto

and incorporated for reference.



James J. Kelly, Mayor

BOROUGH OF DUMONT
CRITERIA FOR SUBMISSION OF PROPOSALS FOR
PROFESSIONAL CONTRACTS UNDER THE
FAIR AND OPEN PROCESS

NOTICE IS HEREBY GIVEN, for all applicants in positions set forth more fully in a notice of publication for submission of proposals that shall take into consideration the following factors, which will be weighed by the Mayor and Council of the Borough of Dumont as the basis of an award for professional services most advantageous to the Borough:

- I. Resume and letter application for professional position including all documentation that provides the following for evaluation by the Borough Council:
 - a. Experience and reputation in the field for the position sought.
 - b. Knowledge of the area of expertise for the position sought
 - c. Experience and knowledge of the Borough of Dumont
 - d. Availability to accommodate any required meeting of the Borough
 - e. Designated professional and support staff and location of firm's offices
 - f. References in general and in particular from municipal entities where the professional has provided similar services as sought in the Borough of Dumont.
 - g. Copy of Business Registration Certificate and Certificate of Employee Information Report with the State of New Jersey
 - h. A proposed fee schedule and basis of computation of fees and costs incurred in providing the required service, e.g., time and materials, fee per appearance or service item, etc.

- II. Selection of professionals shall be based solely on the Borough Council's evaluation of the submitted material in the criteria set forth in this document.

- III. Submit all materials (3 copies) in a separate labeled sealed envelope for **each position sought** addressed to Susan Connelly, RMC, Municipal Clerk, Borough of Dumont, 80 W. Madison Avenue, Dumont New Jersey, 07628 to be received on or before 11:00AM December 19, 2019.

BOROUGH OF DUMONT
Susan Connelly, RMC
Municipal Clerk

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL CONTRACT POSITIONS IN THE BOROUGH OF DUMONT

NOTICE IS HEREBY GIVEN, that pursuant to N.J.S.A. 19:44A-20.4, 20.5 et. seq. the Borough of Dumont shall pursue a "Fair and Open Process" in awarding contracts for positions set forth more fully below, and hereby solicit qualifications in the form of resumes and letter applications for the below-stated positions of the Borough of Dumont, which shall be submitted to the Municipal Clerk at 80 W. Madison Avenue, Dumont, New Jersey 07628, with documentation showing qualifications and compliance with criteria set forth by the Borough and by State Statute. Three copies of all qualifications should be submitted in a sealed envelope labeled **"RFQ" and the position sought (separate envelope for each position)** to the Municipal Clerk to be received no later than **11:00 a.m. on Thursday, December 19, 2019**. Interested parties may receive criteria for the various positions from the office of the Municipal Clerk by calling 201-387-5023 prior to submission of qualifications. The criteria will also be posted on the Borough website: dumontnj.gov. Professional services proposals for the following positions are hereby requested:

- Borough Appraiser
- Borough Attorney
- Borough Architect
- Borough Historic Architect
- Borough Auditor
- Borough Bond Counsel
- Borough Tax Appeal Attorney
- Borough Labor Attorney
- Special Counsel
- Grant Writer
- Information Technology
- Municipal Court Prosecutor
- Municipal Court Public Defender
- Municipal Court Alternate Public Defender
- Municipal Court Alternate Prosecutor
- Borough Planner
- Borough Engineer
- Special Projects Engineer
- Contract for Risk Manager
- COAH Affairs Planner
- Affordable Housing Administrator
- Financial Advisor and Arbitrage Consultant

Susan Connelly, RMC
Municipal Clerk



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MAYOR KELLY				
TOTALS	5			1

Resolution No. 293
Date: December 3, 2019
Page: 1 of 2
Subject: Snell Litigation
Purpose: Settlement Agreement
Dollar Amount: Not to exceed \$400,000
Prepared By: Marc Leibman, Esq.

Offered by: Stewart
Seconded by: Rossillo

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 OF SETTLEMENT AGREEMENT-CHRISTOPHER SNELL

WHEREAS, Christopher Snell, initiated a lawsuit vs. the Borough of Dumont, John Perkins, Joseph Faulborn, Jr, Michael J. Conner, Peter Musse, Ellen Zamechansky and John Does 1-8, under Docket Number BER-L-7475-16; and

WHEREAS, the Borough of Dumont has been represented by David T. Pfund, of Pfund McDonnell, PC, through the Borough of Dumont's insurance fund; and

WHEREAS, the Borough, on the advice of its attorneys, and recommendations of the insurance carriers, and in light of no admission of wrongdoing by the Borough, its employees, agents, or volunteers, and to avoid additional attorney fees, expenses associated with a trial, and the risk inherent in all litigation, has determined that it is in the best interest of the Borough to reach an agreement, as a business decision and thereby amicably resolve all issues in dispute asserted in

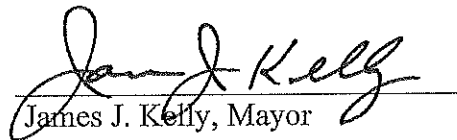
the action, or which could have been asserted in the Action, without any admission of liability or wrongdoing;

BE IT RESOLVED, the Governing Body of the Borough of Dumont authorizes the settlement agreement with Christopher Snell in an amount not to exceed \$400,000.00 subject to obtaining a complete release from him of all claims up to the date of execution of said release against all named defendants; and

BE IT RESOLVED, that David T. Pfund, Esq., is authorized to draft, execute and implement all necessary documentation to conclude this matter; and

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to take any action necessary to execute this settlement agreement on behalf of the Borough.

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to Christopher Snell (through counsel), Finance, CFO, and Borough Auditor.


James J. Kelly, Mayor