

AGENDA

MAYOR & COUNCIL – WORK SESSION NOVEMBER 30, 2016 ~ 6:00 PM

(201-786-4739 – TELECONFERENCE PHONE LINE)

1. **ROLL CALL:**

2. **PUBLIC NOTICE – Clerk to Read** - "Notice of this meeting in compliance with the Open Public Meetings Act, Chapter 231 of the Laws of 1975 has been given by posting a notice of this meeting of the Mayor and Council of the Borough of Saddle River on the bulletin board, in the Municipal Building and in the office of the Clerk and by e-mailing notice thereof to the Record and the Herald News on November 22, 2016. Also on the Borough website."

Notification of fire exits

3. **PLEDGE OF ALLEGIANCE**

4. **WORK SESSION AGENDA**

- Adoption of Ordinances 16-925-C & 16-926-C
- January 2017 Work Session Meeting: December 29, 2016?

MAYOR KURPIS

- NW Bergen's Mayor Meeting
- League of Municipalities Conference
- Social Media Policy

ADMINISTRATOR

- Contract Spread Sheet
- Medical Benefit Waiver

5. **COUNCIL MEMBER UPDATES**

- Tree City Resolution
- Website Update
- Environmental Meeting Update

6. **OPEN TO THE PUBLIC:**

7. **RESOLUTION FOR CLOSED SESSION**

Resolution Offered by Council President Jensen
Seconded by Council Member
Roll Call Vote:

8. **ADJOURNMENT**

**Disclaimer: Agenda subject to additions and/or deletions*

ORDINANCE NO. 16-925-C

AN ORDINANCE TO AMEND CHAPTER 175, SIGNS

BE IT ORDAINED by the Mayor and Council of the Borough of Saddle River that Chapter 175-4, Temporary Signs, shall be amended as follows:

- A. In all zones, one wall, bracket or standing sign with an area no greater than three (3') square feet is permitted to advertise the sale or rental of the premises upon which the sign is located no less than five (5') feet from the curb line or edge of pavement except in the case of corner lots where the dimensions shall be ten (10') feet from the curb. In addition, no more than one (1) such sign shall be placed per 100 feet of property frontage.
- B. In all zones, during construction, up to three (3) general construction signs may be erected on premises where the person placing the sign is engaged in construction, each of an area no greater than three (3') square feet located no less than five (5') feet from the nearest edge of pavement or curb except for corner lots where the minimum dimension shall be ten (10') feet.
- C. In addition to any sign permitted in this Section 175-4, it shall be lawful for a real estate broker conducting a house showing or open house to place an additional sign, no greater than three (3') square feet in area upon the property at which the event is being held, provided that such sign, which may have balloons attached, shall be no less than five (5') feet from the nearest edge of pavement or curb except for corner lots where said dimensions shall be ten (10') feet.

Except as provided for herein, all other provisions of the Ordinance shall remain in full force and effect.

If any section, subsection, part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of this Ordinance.

This Ordinance shall take effect immediately upon final passage and publication as required by law.

Approved:

Attest:

Albert J. Kurpis, Mayor

Joy Convertini, Borough Clerk

ORDINANCE NO. 16-926-C

**AN ORDINANCE TO AMEND CHAPTER 134, LICENSES
AND PERMITS**

BE IT ORDAINED by the Mayor and Council of the Borough of Saddle River that Chapter 134, Licenses and Permits, be and hereby is amended as follows:

1. Section 134-2, Sunday Closing, shall be amended by the addition of the following:

(9) Any licensed real estate broker in the State of New Jersey may conduct activities common to the real estate business such as house showings and open houses between the hours of 12:00 to 4:00 p.m. In addition, without prior application, any real estate broker hosting such an event shall be permitted to place a temporary sign no larger than three (3') square feet on the premises in question during the event.

Except as provided for herein, all other provisions of the Ordinance shall remain in full force and effect.

If any section, subsection, part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of this Ordinance.

This Ordinance shall take effect immediately upon final passage and publication as required by law.

Approved:

Attest:

Albert J. Kurpis, Mayor

Joy Convertini, Borough Clerk

SOCIAL MEDIA POLICY – TOWNSHIP OF WYCKOFF, NEW JERSEY

PURPOSE

This policy sets forth guidelines for the establishment and use by the Township of Wyckoff ("the Township") of its social media sites (Facebook, YouTube and Twitter) as a means of conveying Township-related information to its residents, employees and visitors. The Township has an overriding interest and expectation in deciding what is “spoken” on behalf of the Township on its social media sites.

The purpose of this social media policy is to establish enforceable rules for the use of social media by Township officers and employees when engaged in Township business. Social media at this time refers to Facebook, YouTube, Twitter, and any other communication that is open to response or comment. Rules are necessary to assure that communications made on behalf of the Township are properly authorized and in correct form; that communications to the municipality by means of social media which can be viewed by the public are appropriate and pertinent; that all communications to the municipality is related to the posted municipal information; and that the sender is clearly and fully informed that a message received by means of social media is not a substitute for required reporting procedures.

For purposes of this policy, “social media” is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, YouTube, and Twitter. For purposes of this policy, “comments” include information, articles, and pictures. It also includes other communication medium created by the Township including but not limited to Nixle, reverse 911 and/or the Public Education Government Channel.

SCOPE

This policy shall apply to all Municipal agencies and departments as well as any affiliated government or non-government agency or official and/or commission or council permitted by the Township to post on Township social media sites.

GENERAL POLICY

The objective of the use of social media by the Township or its departments is to expand and facilitate the dissemination of information from the Township to its residents, taxpayers and the general public.

1. No Township social media site shall be established without prior approval of the Township Committee. The following social media sites are approved under the direction of the Police Chief – Facebook, Wyckoff Police Department, and Wyckoff Office of Emergency Management. The Township social media site shall be administered by the Township Administrator and/or his/her designee.
2. The Township social media sites shall clearly set forth that they are maintained by the Township and that they follow this Social Media Policy.
3. Wherever possible, the Township social media sites should link back to the official Township website for forms, documents, online services and other information necessary to conduct business with the Township.
4. The Township social media sites are not to be used for making any official communications to the Township, for example, reporting crimes or misconduct, reporting dangerous conditions, requesting an inspection, giving notice required by any statute, by ordinance or regulations such as but not limited notices of claim. Prominent notice of this paragraph shall be displayed on every Township social media site, along with the appropriate contact information for submitting official communications.
5. This social media policy shall be placed on the Township Website and all Township social media sites.
6. The Township Administrator and/or his/her designee shall monitor Township social media sites to ensure adherence to both this Social Media Policy and the interest and goals of the Township. The Township has the right and will restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines will be retained by the Township Administrator and/or her/her designee pursuant to the applicable Township retention policy, including the time, date and identity of the poster, when available.
7. These guidelines must be displayed to users or made available by hyperlink.

8. The Township will approach the use of social media tools as consistently as possible, Township-wide.
9. The Township website at www.wyckoff-nj.com will remain the Township's primary and predominant internet presence.
10. The Township social media sites and this Policy are subject to all applicable federal and NJ laws and regulations, as well as applicable record retention requirements.
11. Employees and Volunteers representing the Township's government via its social media sites shall conduct themselves at all times as a representative of the Township and in accordance with all its policies especially the Township of Wyckoff Communication Media Policy for employee behavior in the Township of Wyckoff JIF Personnel Manual.
12. This Social Media Policy may be revised at any time by approval of the Township Committee.
13. This policy governs all social media use by or on behalf of the Township and/or its departments.
14. The Township shall have a single municipal presence on social media approved for use, and a Township Police Facebook page and a Township Office of Emergency Management Facebook page. No other social media sites are authorized.
15. All Township presence and activity on social media are an integral part of the Township's information networks and must comply with all rules and policies governing the Township's computers and electronic media, including but not limited to the applicable JIF Municipal Internet Access and Use Guidelines.
16. All Township use of social media is responsible for complying with applicable federal, state, and county laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), Open Public Record Act (OPRA), First Amendment, privacy laws, sunshine laws, and information security policies (if applicable) established by the Municipality.
17. All Municipal policies are applicable to interactions on social media sites when acting in an official capacity and representing the Municipality.
18. No "friending" or other special relationship between a Township employee and a third person is permitted on, or working on, a Township social media site(s).

19. Social media is run by a third party separate from the Township and social media sites occasionally become inoperable. The Township reserves the right to disable its social media accounts either temporarily or permanently at any time. There is no guarantee of “uptime.”

COMMENT POLICY

1. As a public entity the Township must abide by certain standards to serve all its constituents in a civil and unbiased manner.
2. The intended purpose behind establishing the Township social media sites is to disseminate information from the Township about the Township to its residents, employees and visitors.
3. A comment posted by a member of the public on any Township social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Township, nor do such comments necessarily reflect the opinions or policies of the Township.
4. Any attempt to hack or otherwise compromise the Township’s internet or social media sites will be reported to law enforcement and the perpetrator will be denied access to the sites.
5. The Township reserves the right to deny access to its social media sites for any individual who violates the Township of Wyckoff Social Media Policy at any time and without prior notice.
6. All comments posted to any Township sites are bound by any applicable terms and conditions of Facebook’s Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the Township reserves the right to report any violation of Facebook’s Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsible action. All Township policies are applicable to interactions on social media sites when acting in an official capacity and representing the Township.
7. All comments posted to any Township sites are bound by any applicable terms and conditions of Twitter’s Terms of Service, located at <https://twitter.com/tos>, and the Township reserves the right to report any violation of Twitter’s Terms of Service to

Twitter with the intent of Twitter taking appropriate and reasonable responsible action. All Township policies are applicable to interactions on social media sites when acting in an official capacity and representing the Township.

8. All comments posted to any Township sites are bound by any applicable terms and conditions of YouTube's Terms of Service, located at <https://www.youtube.com/t/terms>, and the Township reserves the right to report any violation of YouTube's Terms of Service to YouTube with the intent of YouTube taking appropriate and reasonable responsible action. All Township policies are applicable to interactions on social media sites when acting in an official capacity and representing the Township.
9. Township municipal employees are prohibited from commenting on the municipal social media sites.
10. No Township employee, Township elected official, vendor performing work or providing services to the Township, or volunteer may post or comment on a Township social media site.
11. Persons posting prohibited content are subject to being barred from posting comments on Township social media.

PROHIBITED CONTENT

Comments containing any of the following inappropriate forms of content shall not be permitted on the Township's social media sites and are subject to removal and/or restriction by the Township Administrator and/or Chief of Police and/or his/her designees.

- a. Profane, obscene, violent, or pornographic content and/or language, or sexually suggestive or explicit content links to such materials. Any image or link containing minors or suspected minors in sexual and/or provocative situations will be reported to law enforcement;
- b. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin, marital status, status with regard to public assistance, physical or mental disability or sexual orientation;
- c. Defamatory attacks;
- d. Threats to any person or organization;

- e. Solicitation of commerce, including but not limited to advertising of any business or product for sale;
- f. Conduct in violation of any federal, state or local law;
- g. Encouragement of illegal activity or illegal activity;
- h. Information that may tend to compromise the safety or security of the public or public systems;
- i. Content that violates a legal ownership interest, such as a copyright, of any party the Township does not permit or allow copyright infringing activities and/or infringement of intellectual property rights on its website or social media sites and will remove any and all content and submissions if properly notified that such content and/or submission infringes on another's intellectual property rights;
- j. Private contact information such as names, addresses and phone numbers no matter how easily obtained elsewhere; Personal information of a person other than the poster;
- k. Spamming or repetitive content;
- l. Comments from children under 13 cannot be posted in order to comply with the Children's Online Privacy Protection Act. By posting on a Township media site, users acknowledge that they are at least 13 years old. Parents are responsible for any minor child's posting or comments;
- m. Content that incites violence;
- n. Photographs or videos;
- o. Comments unrelated to the particular post being commented upon;
- p. Comments containing vulgar, offensive, threatening, or harassing language, personal attacks, or unsupported accusations; and,
- q. Persons posting prohibited content are subject to being barred from posting comments on Township social media.
- r. Only content approved by the Township Administrator and/or approved by the Chief of Police for public release is allowed to be posted. Content of a sensitive nature shall not be allowed to be posted. Officials, employees, Township volunteers, or vendors providing services to the Township are prohibited from posting comments.

- s. A “designee” or a person appointed by the Township Administrator and/or Chief of Police is never to be allowed to transfer their social media account information or allow someone access to their account on their behalf without prior written authorization from the Township Administrator or Chief of Police.

BREACH OF POLICY

1. The Township Administrator or Chief of Police and/or his/her designee may be required to remove internet postings on Township social media sites which are deemed to constitute a breach of Policy, as determined by the Township Administrator or Chief of Police subject to applicable archiving and retention requirements.
2. Any social media site created by the Township remains the property of the Township, including all the followers and friends generated by the site. If the person who created the site leaves the employment of the Township, they must relinquish everything related to the site including user names, passwords and/or access codes or information.

TERMS OF USE DISCLOSURE *(to be posted on all Township Social Media Sites)*

A. Information Disclaimer

By visiting this site, you understand and agree that the Township of Wyckoff local government site is provided "AS IS". Township of Wyckoff local government makes every effort to provide accurate and complete information on this website. The information contained herein is not official nor in any way shall it be deemed to constitute legal notice where such legal notice is required by law. The information contained in this site is provided as a service and convenience to people needing information about Township of Wyckoff local government. Portions of the information on this site may be incorrect or not current. Township of Wyckoff local government, its officers, employees or agents shall not be liable for damages or losses of any kind arising out of or in connection with the use or performance of information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of those materials.

B. Linking Policy -- Links To External Sites

The Township of Wyckoff local government site contains links to outside websites. These websites are not owned, operated, controlled or reviewed by the Township of Wyckoff local government. These links are provided solely as a courtesy and convenience to you, the visitor.

The Township of Wyckoff local government, its officers or employees, exercise no control over the organizations, views, accuracy, copyright or trademark, compliance or the legality of the material contained in these outside websites. The Township of Wyckoff local government, its officers or employees, do not sponsor, endorse, or approve the information, content, proceeds, materials, opinions or services contained on such outside websites. The visitor proceeds to these outside websites at his/her own risk. The Township of Wyckoff local government specifically disclaims any and all liability from damages, which may result from the accessing of a third-party site, which is linked to the Township of Wyckoff local government website or from reliance upon only such information.

C. Endorsement Disclaimer

Reference in this website to any specific commercial products, processes, or services, or the use of any trade firm or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by Township of Wyckoff local government or its officers, employees or agents.

D. Copyright and Trademark Limitations

Township of Wyckoff local government makes no warranty that materials contained herein are free of copyright or trademark claims or other restrictions or limitations on free use or display. Making a copy of such material may be subject to copyright or trademark laws.

E. Use of material from this site

The Township of Wyckoff local government has made the content of these pages available to the public and anyone may view, copy or distribute *Township of Wyckoff local government information* found here without obligation to the Township of Wyckoff local government for

non-commercial, personal use only, unless otherwise stated on particular material or information to which a restriction on free use may apply.

The design of this site, original graphics, and original content are all copyrighted by the Township of Wyckoff and may not be re-engineered, distributed, modified, transmitted, re-used, reposted, or duplicated without the express written permission of the Township of Wyckoff in each instance. All requests to use any part of the original design, code, graphics or content of this site should be made via e-mail to the Township Administrator

F. Unauthorized Modifications

Unauthorized attempts to modify or otherwise alter any information or image stored on any Township of Wyckoff local government website may result in criminal prosecution.

**DRAFT DOCUMENT
NOT APPROVED**

Current Contract List 2016 as of 11/29/2016 **DRAFT ONLY**

**DRAFT DOCUMENT
NOT APPROVED.**

	A	B	C	D	E	F
	AGREEMENT/CONTRACT NAME	TERM BEGINNING	TERM ENDING	DOLLAR AMOUNT	Reso #	Notes
1						
2						
3						
4	3 Year Cooperative CDBG/ESG Grant A:	7/1/2015	6/30/2018		114-14	
5	Action Data Services A:	4/1/2016	3/30/2019		20-16	
6	ATG/VALLIC PERMANENT				51-04	
7	Allendale Ambulance Corps A:	7/22/2014	7/21/2017	\$15,000.00	119-14	
8	Appraisal Systems-Residential Inspections	11/14/2016		\$100.00 per line item with a \$5,000.00 Cap	208-16	
9	Appraisal Systems	1/18/2016		\$3,500.00	32-16	Purpose of identifying properties which may be considered in SR Affordable Housing obligation
10	AT&T Monopole	10/15/2015			127-15	
11	AXA A:	12/21/2015			185-15	
12	BCJIF Renewal C:	2016	2019		128-15	
13	Bergen Joint Insurance Fund	7/16/2012		Received \$25,000.00 BSR has to pay back if re-accreditation is not obtained in 2 years		
14	Blood borne Pathogens C:	1/1/2016	12/31/2017		159-15	
15	BMED Indem & Trust A:	1/1/2015	12/31/2017		138-14	
16	Cablevision C:	8/19/2004	8/19/2019			
17	Cintas Uniforms Mats C:	8/1/2015	7/31/2018		91-15	
18	County Snow Plow A:	2016	2018	\$90.00 per hour	120-16	
19	Court Teleconf w/Ridgewood A:	1/1/2016	12/31/2016	\$75.00 per event	19-16	
20	GovOffice-Website	11/14/2016		\$14,975.00-redesign \$840,000-host \$1,150,000 maintenance	129-16	
21	GovOffice-Website			\$2,000.00 additional work	205-16	
22	Gramco Bussiness Communications	9/30/2016	9/29/2017	\$975.00		
23	GTMB IT Services C:	11/1/2016	10/31/2017	\$14,995.00 per annum in monthly billings	209-16	
24	IDA Business Service A:	10/2/2013				
25	Inter-local County of Bergen Police Mutual Aid	1/1/2016	12/31/2016		21-16	
26	Inter-local Paramus Contract 911 Emergency Telephone Services	1/1/2016	12/31/2016		22-16	

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	A	B	C	D	E	F
	AGREEMENT/CONTRACT NAME	TERM BEGINNING	TERM ENDING	DOLLAR AMOUNT	Reso #	Notes
27						
28						
29	Inter-local Ridgewood Authorizing Municipal Court Video Conference	1/1/2016	12/31/2016		19-16	
30	Lease Pithey Bowes A:	10/1/2015	1/1/2021	\$147.00 per month	149-15	
31	Lease Sharp Copler A:	1/13/2016	1/12/2021	\$698.00 per month		
32						
33	Nationwide Post Employee-Health Plan A:	12/15/2015	2/28/2015		46-12	Unless terminated (with a 6 month notice) Agreement will be automatically renewed for 2 successive terms of 3 years each
34	NJ Housing & Mort. Finance Agency C:	3/1/2012	11/30/2016			
35	NUTEL A:	12/1/2014	11/30/2016	\$11,920.00		
36	NUTEL A:	12/1/2016	11/30/2017	\$12,411.00 or \$24,822.00 for 2 years	Reso. Pulled Under Consideration	
37	NWBLLUA Licensed Sewer Operator A:	1/15/2016	1/14/2017	\$8200.00 per year	27-16	
38	NWBRHC-Health Officer Env. Specialist	1/1/2016	12/31/2016	\$9,850.51-Environmental Specialist	25-16	
39	NWBR Local Public Health Service A:	1/1/2016	12/31/2016	\$85,000.00 per year w/ minimal increase annually	23-16	
40	NWBRHC Vital Statistics C:	4/1/2016	12/31/2016	\$60.36 per month		
41	Optinum A:	1/26/2016		\$10,000.00 All-Inclusive Advisory Services		Internet & TV
42	Phoenix Advisors, LLC-Bond Issues	11/14/2016			200-16	
43	PIA-Risk MGMT. Consult. Agreement Health Benefits Consult A:	1/1/2016	12/31/2016	See Agreements	14-16/15-16	
44	PSC Key FOB System A:	2/9/2015		Boro Hall-\$2,020.00 SRFD-\$10,352.31	41-15	
45	Site Access A: Exxon Mobil & E. Allendale Rd. A:	8/19/2015				
46	Saddle River Grand	9/19/2016			167-16	
47	Sterling Information Systems A:	6/16/2014	on going	\$100.00 per background check not to exceed \$2,500.00	98-14	
48	Suburban Disposal C:	8/1/2014	8/1/2017	\$301,000.00	109-14	
49	Towing Licenses	1/1/2016	12/31/2018			
50	TruGreen Lawn Care C:	4/1/2016	4/1/2017	see Agreements for each Boro property		

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	A	B	C	D	E	F
	AGREEMENT/CONTRACT NAME	TERM BEGINNING	TERM ENDING	DOLLAR AMOUNT	Reso #	Notes
51	TYCO Animal A:	1/1/2016	12/31/2016	\$4,400.00 annual rate	24-16	
52	United Water 4thRider-2015 A:	7/27/2015	11/13/2017		124-15	
53	Valley Hospital Ambulance Services C:	11/14/2016	12/31/2016	Not to exceed \$4,872.06	206-16	
54	Valley Hospital C:	1/1/2016	12/31/2016	\$5,300.00	26-16	
55	W. Bergen Mental Health C:	1/1/2016	12/31/2016		36-16	
56	Xerox Lease A:	12/5/2011	12/31/2016			
57	PROFESSIONAL SERVICE CONTRACTS					
59	Joe Burgis-Burgis Associates-Planner			per fee schedule	8-16	
60	Borough of Chatham-QPA	1/18/2016		\$125.00 per hour	40-16	
61	David Rutherford -Zoning Board of Adj. Attorney			rates not to exceed amounts in 5/2/16 letter Alampi & DeMarrais	8-16	
62	Jennifer Alampi-Coverage Counsel	5/16/2016		\$175.00 per hour	111-16	
63	Jonathan Drill-HE & FSP Counsel				8-16	
64	Les Shenker-Borough Administrator					
65	Martin Spence-Borough Engineer					
66	Michaael Mariniello- Financial Consultant			\$150.00 per hour	8-16	
67	Russell Huntington-Borough Attorney			per fee schedule	8-16	
68	Steve Rogut-Rogut & McCarthy-Bond Counsel					
69	Steve Rogut-Rogut & McCarthy-Bond Counsel					
70	Steve Rogut-Rogut & McCarthy-Bond Counsel					
71	Tom D'Biasi-Auditor			per new engagement letter	8-16	
72	Tom D'Biasi-Planning Board Attorney				11-16	

BOROUGH OF SADDLE RIVER
Employee Health Benefits Program
2017 Waiver of Coverage Offer and Agreement

PURPOSE: A Program offered to municipal employees/Plan participants eligible for health benefits through the Borough Employee Health Benefit Program to waive participation in consideration of an annual financial incentive.

ACTION: In consideration of the following incentive, an employee eligible for medical benefits through the Borough may elect to waive coverage.

ELIGIBLE COVERAGE	ANNUAL FINANCIAL INCENTIVE (2017)
Single	25% of the amount saved by the employer
Employee/Spouse	because of the waiver
Parent/Child	or \$5,000 whichever is less
Family	

Notwithstanding the terms and conditions set forth in the Borough's Health Benefits Plan Document, the following terms and conditions are an Agreement made between the Borough and the employee.

- The option to waive benefits is at the sole discretion and option of the undersigned.
- Waiver of benefits is for medical and prescription benefits only.
- The participating employee may opt to re-instate coverage at any time during the course of the year, should alternate coverage no longer be available. The annual financial incentive would be pro-rata to the time of participation.
- Request for Re-instatement shall be filed with the Borough Administrator or his/her designee, at least thirty (30) business days prior to the date of Re-Instatement.
- Payment of the annual financial incentive by the Borough will be made at the first pay period after the last day of each quarter following the election of waiver of benefits.
- The Borough reserves the right, on an annual basis, to cancel or change the amount of the annual financial incentive. The Borough will provide notification of any changes on or before November 30th of the year preceding the change. Subsequent Agreements shall be executed annually.
- The participating employee must show written proof of medical insurance coverage.

AGREEMENT: The undersigned eligible participant requests waiver of medical & prescription benefits effective on the date authorized below, in accordance with the terms and conditions stated herewith:

The undersigned fully understands and agrees that s/he is fully responsible for his/her own medical and prescription insurance during any period of waiver.

In addition, the undersigned hereby holds and indemnifies the Borough with respect to any and all claims regarding the undersigned's medical and prescription insurance during any period of waiver of coverage.

SUBMITTED:

 (Municipal Department)

 (Print Name)

 (Signature)

 (Date Submitted)

APPROVED:

BOROUGH OF SADDLE RIVER

 (Authorized Representative – Print Name & Title)

 (Authorized Signatory)

 (Date Authorized)

R#

**COUNCIL OF THE BOROUGH OF SADDLE RIVER
Resolution Offered by Council President Jensen
Seconded by Council**

Date: 12/19/16

**A RESOLUTION ADOPTING A POLICY FOR ELIGIBLE MUNICIPAL EMPLOYEES TO
VOLUNTARILY WAIVE THE MEDICAL AND PRESCRIPTION COVERAGES PROVIDED THROUGH
THE EMPLOYEE HEALTH BENEFITS PROGRAM FOR CALENDAR YEAR 2017**

WHEREAS, the Borough of Saddle River provides a comprehensive health benefits program comprised of medical, prescription, dental and vision coverages for eligible municipal employees, dependents and retirees; and

WHEREAS, the Borough, in consultation with the Borough's insurance consultant and legal counsel has been working on initiatives to control the increasing cost of the Borough employee health benefits program while ensuring the Borough maintains its contractual and moral obligations to the employees, dependents and retirees covered by the plan; and

WHEREAS, specifically, the Consultant recommends a Program be offered to municipal employees/Plan participants eligible for health benefits through the Borough Program the option to voluntarily waive participation in consideration of an annual financial incentive.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the Borough of Saddle River, County of Bergen, hereby authorizes an offering to municipal employees/Plan participants eligible for health benefits coverage through the Borough Employee Health Benefit Program to voluntarily waive participation in consideration of an annual financial incentive; and

BE IT FURTHER RESOLVED, the waiver of benefits financial incentive shall be set on an annual basis, such incentive set for the 2017 calendar year as follows:

ELIGIBLE COVERAGE	ANNUAL FINANCIAL INCENTIVE (2017)
Single	25% of the amount saved by the employer
Employee/Spouse	because of the waiver
Parent/Child	Or \$5,000 whichever is less
Family	

BE IT FURTHER RESOLVED, the specific terms and conditions of said waiver of coverage are contained within the "2017 Waiver of Coverage Offer and Agreement," a copy attached herewith and affirmed by this Resolution; and

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to the Borough Finance Officer, Health Benefits Consultant, Borough Attorney and Borough Legal Counsel.

Ayes Nay Abstain Absent

**Jensen, Eric, Council Pres.
Acaster, Benjamin
Gray, Ronald
Kerner, Corinne
Salazer, Elizabeth
Schulstad, Paul**

Kurpis, Albert J., Mayor

Date Passed: 12/19/2016

_____ **(Mayor)**

_____ **(Borough Clerk)**

R#
11/30/16
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_____ Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer;

_____ Any matter involving the employment, appointment, termination of employment, disciplinary action unless individual, in writing requests a public meeting;

_____ Any deliberations of the public body occurring after a public hearing that may result in the imposition of specific civil penalty.

AYES NAYS ABSTAIN ABSENT

Jensen, Eric, Council Pres.
Acaster, Benjamin
Gray, Ronald
Kerner, Corinne
Salazer, Elizabeth
Schulstad, Paul

Kurpis, Albert J., Mayor

Date Passed: 11/30/16

_____(Mayor)

_____(Borough Clerk)