

BOROUGH OF RIDGEFIELD

A G E N D A

Special Public and Executive Session Meeting of the Mayor and Council

Date: December 21, 2015

Open Public Meetings Statement by Mayor Suarez

Public Session: 5:30 P.M. C.T.O.:
Adjourn:

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

Executive Session: 6:00 P.M. C.T.O.:
Adjourn:

Pledge of Allegiance

Citizens Comment on Agenda:

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Acosta		
Penabad		
Shim		
Todd		
Vincentz		

PROPOSED CONSENT AGENDA:

305-2015 Councilman Penabad Authorize Short Term Disability Plan

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Respectfully submitted,

Linda M. Silvestri, RMC
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 21, 2015

Presented by Councilman Penabad

RESOLUTION NO. 305-2015

WHEREAS, the Borough of Ridgefield currently offers its employees a self-funded short term disability plan; and

WHEREAS, the Borough's Risk Manager has recommended the Borough purchase a short term disability plan from Unum Life Insurance Company of America.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that the Borough enters into an agreement with Unum Life Insurance Company of America to provide a short term disability plan for the Borough of Ridgefield at the annual rate of \$25,646.52 for the period of January 1, 2016-December 31, 2016.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the attached Short Term Disability Reimbursement Agreement.

COUNCIL VOTE

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

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

SHORT TERM DISABILITY REIMBURSEMENT AGREEMENT

The following provisions are agreed to by and between Unum Life Insurance Company of America (hereinafter the "Company") and Boro Of Ridgefield, an employer located in the State of New Jersey (hereinafter the "Policyholder"), insured under Group Short Term Disability Policy No.

(the "Policy"), effective January 1, 2016.

1. **Tax Treatment of Benefit:** Policyholder will request short term disability reimbursement only if the employer has paid a benefit in accordance with this agreement and the benefit payment with the same taxability as the benefit under the policy. The Policyholder is responsible for accurate reporting of the taxes on a pre-paid benefit for which it is requesting reimbursement.
2. **Benefit Payments:** During the period of time that a claim under the Policy is pending, the Policyholder shall be reimbursed by the Company in the amount of the benefit payable under the Policy to an insured employee if:
 - (a) the Policyholder continues to pay the insured employee's salary, and that payment exceeds any obligation that the Policyholder has to the insured employee by at least the amount of the benefit payable under the Policy,
 - (b) the Company determines, in its sole discretion, that a weekly benefit under the Policy is payable to the insured employee for the period of time the Policyholder continued the insured employee's salary, and
 - (c) the Company has not otherwise provided benefits under the Policy directly to the insured employee for the same time period.

Such payment by the Policyholder to an insured employee shall be considered an advance of short term disability benefits due under the Policy, subject to reimbursement by the Company. If an insured employee requests, in writing, the direct payment of benefits, Unum shall make subsequent benefit payments in accordance with the insured employee's request and notify Policyholder.

Policyholder may request that the reimbursement of benefits for the duration of the claim or for a limited period. Policyholder may request a different duration with 30 days advanced notice. Policyholder has initially requested:

All Benefit Period: Policyholder expects to pre-pay *STD benefits for the full duration of the claim.*

Limited Benefit Period: *Policyholder expects to pre-pay STD benefits for a limited duration (i.e., one that coincides with the Policyholder's salary continuation payments) with payments to the employee directly for the remaining duration of the claim.*

3. **Claims Determinations:** The Company will make the final decision about the eligibility and amount of benefits due under the Policy. The Policyholder is not entitled to be reimbursed for any amount that is not authorized by the Company.
4. **Evidence of Payment:** Policyholder shall provide Company, upon request, with documentation showing that the Policyholder has made sufficient payment to the insured employee for the period of time subject to reimbursement.
5. **Indemnification:** The Policyholder shall indemnify the Company and hold the Company, its directors, officers, employees, and agents harmless against any claim, loss, liability, suit or judgment (including attorneys' fees and cost of defense or investigation related thereto) that arises as a result of the Policyholder's obligation to pay benefits under the Policy on behalf of the Company. In addition, the Policyholder shall indemnify the Company against any claim by an insured employee for benefits under the Policy that have been paid by the Policyholder and reimbursed by the Company. This provision shall survive termination.

6. **Termination:** This Agreement may be terminated by either the Policyholder or the Company upon 31 days advance written notice of the effective date of termination, and shall terminate automatically on the date the Policy terminates. Such termination shall not relieve the Company of its obligation to reimburse the Policyholder for any eligible advance benefit payments as described in Section 1 above, for disabilities occurring prior to the date the Policy terminates, unless otherwise required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, by and through their authorized representatives, on the date indicated next to their signatures.

Unum Life Insurance Company of America

Boro of Ridgefield

By: _____ Its: _____ Date:

By: _____ Its: _____ Date:

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting December 21, 2015

Presented by Mayor Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

- _____ Personnel matters in various departments of the Borough.
- _____ Pending and Potential Litigation
- _____ Tax Court Litigation.
- _____ Potential real estate transactions in which the Borough may engage.

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

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- _____ Personnel matters
- _____ Potential real estate transactions shall be disclosed to the public.
- _____ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk