



SUNSHINE NOTICE

BOROUGH OF BERGENFIELD REGULAR PUBLIC MEETING OF THE MAYOR AND COUNCIL

Please be advised, due to the rise of COVID-19 cases, the Mayor and Council Regular Public Meeting scheduled for Tuesday, January 18, 2022 at 8:00 p.m. will be held by virtual/remote means via Zoom instead of in-person. The meeting details for this meeting are listed below for your reference. The Zoom link and meeting materials will also be available for public access on the borough website at www.bergenfield.com. Formal action will be taken.

REGULAR PUBLIC MEETING VIA ZOOM

When: Jan 18, 2022 08:00 PM Eastern Time (US and Canada)

Topic: Mayor & Council Regular Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82313036287?pwd=RW8ycHBEa01OTGFmMEMvYmdrOU5PQT09>

Passcode: 831512

Or One tap mobile:

US:+19292056099,,82313036287#,,, *831512# or

+13017158592,,82313036287#,,, *831512#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900

6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 823 1303 6287

Passcode: 831512

International numbers available: <https://us02web.zoom.us/j/kbNsPfcGmH>

Marie Quinones, RMC
Municipal Clerk
January 14, 2022

THIS IS A PUBLIC NOTICE, NOT A PAID LEGAL AD.

**AGENDA
BOROUGH OF BERGENFIELD
MAYOR AND COUNCIL REGULAR MEETING
JANUARY 18, 2022
8:00 P.M.**

1. Meeting called to order at _____ p.m.

2. **OPEN PUBLIC MEETINGS ACT STATEMENT – Mayor Amatorio**

In compliance with the Open Public Meetings Act, the notice requirements have been satisfied. Meeting dates for the year are confirmed at the Annual Meeting. The Annual Notice is sent to the Record, Star Ledger, Twin Boro News, and Cablevision, placed on two Municipal Bulletin Boards and is on file in the Office of the Borough Clerk. Notice of this meeting via the January 14, 2022 Sunshine Notice was sent to the Record, Star Ledger, Twin Boro News, and Cablevision, placed on two Municipal Bulletin Boards and is on file in the Office of the Borough Clerk.

3. Roll Call:

Roll Call	Present	Absent
Councilman Lodato		
Council President Deauna		
Councilman Marte		
Councilwoman Kornbluth		
Councilman Rivera		
Councilman Pascual		
Mayor Amatorio		

4. Salute to the Flag

5. Agenda Changes – additions or revisions

6. Approval of Minutes

MOTION OFFERED by Council _____, **SECOND** by Council _____, to approve minutes of the 2022 Reorganization meeting. All present voting in favor _____.

7. Verbal Communications I

Mayor Amatorio opens the meeting and invites the public for comments on agenda items only and asks if anyone present wishes to be heard. Please be advised there will be a limit of five (5) minutes per speaker.

There being no one else who wishes to be heard, Mayor Amatorio closes Verbal Communications I.

8. Presentations

9. Correspondence

a.) Eaches/Bergenfield Garden Club

RE: Request to Reserve Coopers Pond for Meetings and Events in Calendar Year 2022

MOTION OFFERED by Council _____, **SECOND** by Council _____, to accept Correspondence Item A. All present voting in favor _____.

10. Ordinances

A. Adoption of Ordinances

The following ordinances published herewith were first read by title on January 4, 2022 and posted on the bulletin board of the municipal center.

ORDINANCE 22-2590 - AN ORDINANCE TO ESTABLISH THE SALARY RANGES OF EMPLOYEES NOT SUBJECTED TO UNIONIZED CONTRACTUAL UNITS OF THE BOROUGH OF BERGENFIELD

Public Comments on Ordinance 22-2590.

MOTION OFFERED by _____, **SECONDED** by _____.

Roll Call	Yes	No	Abstain	Absent	Recuse
LODATO					
DEAUNA					
MARTE					
KORNBLUTH					
RIVERA					
PASCUAL					
AMATORIO (tie)					

B. Introduction of Ordinance

Motion that the following ordinance be introduced and passed on first reading and setting March 1, 2022 at 8:00 p.m. or as soon thereafter as the matter can be heard as the date and time and the Council Chambers of the Bergenfield Borough Hall as the place for a hearing on said ordinance.

ORDINANCE 22-2591 - AN ORDINANCE AMENDING CHAPTER 186 OF THE CODE OF THE BOROUGH OF BERGENFIELD ENTITLED "LAND DEVELOPMENT" TO PERMIT ONE EACH CLASS 1 CANNABIS CULTIVATOR LICENSE AND CLASS 2 MANUFACTURER LICENSE AND ENACTING NEW CHAPTER 127 TO ESTABLISH A CANNABIS TRANSFER TAX AND USER TAX

MOTION OFFERED by _____, **SECONDED** by _____.

Roll Call	Yes	No	Abstain	Absent	Recuse
LODATO					
DEAUNA					
MARTE					
KORNBLUTH					
RIVERA					
PASCUAL					
AMATORIO (tie)					

11. Consent Agenda

CONSENT RESOLUTION 22-026. All matters listed below are considered by the Governing Body to be routine in nature. There will be no separate discussion of these items. If any discussion is desired by the Governing Body, that item will be removed from the Consent Agenda and considered separately.

a. **22-027**/To Approve Bill List

- b. **22-028**/To Approve Cancellation of all the 2021 & 2022 mother lot Assessment – 186 Melrose Avenue *(Tax Collector)*
- c. **22-029**/To Approve Grant Writing Proposal - Assistance to Firefighters Grant Application *(Borough Administrator)*
- d. **22-030**/To Approve Contract – Borough Engineer – Remington & Vernick Engineers *(Borough Administrator)*
- e. **22-031**/To Approve Contract – Special Projects Engineer – T&M Associates *(Borough Administrator)*
- f. **22-032**/To Approve Contract – Bond Counsel – Rogut McCarthy LLC *(Borough Administrator)*
- g. **22-033**/To Approve Contract – Labor Counsel – McCusker, Anselmi, Rosen & Carvelli, P.C. *(Borough Administrator)*
- h. **22-034**/To Approve Contract – Tax Appeal Counsel – Boggia Boggia Betesh & Voytus LLC *(Borough Administrator)*
- i. **22-035**/To Approve Contract – Borough Auditor – Lerch, Vinci & Higgins LLP *(Borough Administrator)*
- j. **22-036**/To Approve Contract – Risk Consultant – GJEM – Otterstedt Insurance Agency *(Borough Administrator)*
- k. **22-037**/To Approve Contract – Grant Writer – Millennium Strategies LLC *(Borough Administrator)*
- l. **22-038**/To Approve Contract – Borough Appraiser – Associated Appraisal Group *(Borough Administrator)*
- m. **22-039**/To Approve Contract – Alternate Public Defender – Steven Sciancalepore, Esq. *(Borough Administrator)*
- n. **22-040**/To Approve Contract – Borough Prosecutor – Marc A. Calello, Esq. *(Borough Administrator)*
- o. **22-041**/To Approve Contract – Alternate Borough Prosecutor – Linda H. Schwager, Esq. *(Borough Administrator)*
- p. **22-042**/To Approve Contract – Municipal Advisor Services – Phoenix Advisors LLC *(Borough Administrator)*
- q. **22-043**/To Approve Contract – Borough Attorney – John L. Schettino *(Borough Administrator)*
- r. **22-044**/To Approve Participation in the Nationwide Settlement Agreements with Johnson & Johnson, McKesson, Cardinal Health, and Amerisourcebergen *(Borough Attorney)*
- s. **22-045**/To Approve Proposal – Elevator Maintenance Services – Top Floor Elevated Solutions LLC *(Borough Administrator)*
- t. **22-046**/To Approve Proposal – Fleet Electrification Project Management Services - Climate Change Mitigation Technologies LLC *(Borough Administrator)*
- u. **22-047**/To Approve Proposal – Professional Services for Tax Appeal – Pennoni Associates *(Borough Administrator)*
- v. **22-048**/To Accept Retirement – Alan Tenney *(Borough Administrator)*
- w. **22-049**/To Accept Retirement – Charles P. Grimm *(Borough Administrator)*
- x. **22-050**/To Approve Contract – Municipal Court Administrator *(Borough Administrator)*

MOTION OFFERED by Council _____

SECOND by Council _____

Roll Call	Yes	No	Abstain	Absent	Recuse
LODATO					
DEAUNA					
MARTE					
KORNBLUTH					
RIVERA					

PASCUAL					
AMATORIO (tie)					

12. Unfinished Business
A. Resolutions

22-022/To Approve Proposal – RSC Architects

MOTION OFFERED by Council_____ **SECOND** by Council_____

Roll Call	Yes	No	Abstain	Absent	Recuse
LODATO					
DEAUNA					
MARTE					
KORNBLUTH					
RIVERA					
PASCUAL					
AMATORIO (tie)					

B. Nominations and Appointments to Boards and Committees (*Mayor Amatorio*)

13. New Business

14. Committee/Department Reports

MOTION offered by Council President Deauna that the Committee/Department Reports be spread upon the minutes in full and filed. **SECOND** by _____. All in favor_____.

15. Verbal Communications II

Mayor Amatorio opens the meeting to Verbal Communications II and invites the public to comment on any subject matter, limited to five (5) minutes per speaker.

There being no one else who wishes to be heard, Mayor Amatorio closes Verbal Communications II.

16. Council Comments

17. Closed Session

RESOLUTION **22-051/**Authorizing the Governing Body to Enter into Closed Executive Session to discuss:

A. Attorney-Client Privilege

1. Police Department Personnel Matters (*Borough Administrator*)

B. Personnel

1. Administration Personnel Matters (*Borough Administrator*)

Motion Offered by Council_____ **Second** by Council_____ All in favor_____.

18. Return to Open Session

Motion Offered by Council_____ **Second** by Council_____ All in favor_____.

19. Adjournment

There being no further business before the Mayor and Council, on a **MOTION** offered by _____, **SECOND** by _____, the meeting is adjourned at _____ p.m. All in favor _____.

THIS AGENDA IS ADVERTISED TO THE EXTENT KNOWN AND IS SUBJECT TO CHANGE.

**BOROUGH OF BERGENFIELD
PUBLIC NOTICE**

ORDINANCE 22-2590 - AN ORDINANCE TO ESTABLISH THE SALARY RANGES OF EMPLOYEES NOT SUBJECTED TO UNIONIZED CONTRACTUAL UNITS OF THE BOROUGH OF BERGENFIELD

was introduced at a meeting of the Mayor and Council of the Borough of Bergenfield, in the County of Bergen, New Jersey, held on Tuesday, January 4, 2022 and will be further considered for final passage after public hearing at a meeting of the Mayor and Council to be held in the Council Chambers, Bergenfield Municipal Center, 198 North Washington Avenue, Bergenfield, New Jersey on Tuesday, January 18, 2022 at 8:00 p.m. prevailing time, or as soon thereafter as the matter can be heard.

A clear and concise statement for this ordinance is to establish salary ranges for employees not subjected to unionized contractual units and authorizes the Borough Administrator to determine the salary of each Civil Service employee within each salary range, as set forth in the ordinance.

A copy of this ordinance may be obtained without cost between the hours of 8:30 a.m. and 4:30 p.m. at the office of the Borough Clerk, 198 North Washington Avenue, Bergenfield, New Jersey.

Marie Quinones, RMC
Borough Clerk
January 10, 2022

**Borough of Bergenfield
Ordinance**

Ordinance #: 22-2590

An Ordinance Entitled:

**AN ORDINANCE TO ESTABLISH THE SALARY RANGES OF
EMPLOYEES NOT SUBJECTED TO UNIONIZED CONTRACTUAL
UNITS OF THE BOROUGH OF BERGENFIELD.**

WHEREAS, the Governing Body believes it appropriate to establish salary ranges which include possibilities for cost of living and other remuneration adjustments without the necessity for acting on an annual or more frequent basis; and

WHEREAS, from an administrative standpoint, it is desirable for the citizens of the Borough, and for potential candidates for the various positions to know the possible range of salaries and salary increases.

WHEREAS, the Borough Administrator as the appointing authority for the Borough, the Borough Administrator is hereby authorized and directed to determine the salary of each Civil Service employee within each salary range, such determination and salary to reflect the increases granted to unionized employees.

NOW, THEREFORE, the following salary ranges are hereby established by the Governing Body of the Borough of Bergenfield for the following positions;

A. Classified Civil Service Positions

<u>Title:</u>	<u>Minimum:</u>	<u>Maximum:</u>
<i><u>Full-Time (Per Year)</u></i>		
Building Inspector	\$52,000.00	\$75,000.00
Code Enforcement Officer	\$30,000.00	\$45,000.00
Construction Sub-Code Official	\$59,000.00	\$80,000.00
Municipal Court Administrator	\$50,000.00	\$78,000.00
Office & Clerical	\$38,000.00	\$65,000.00
Police Chief	\$152,900.00	\$215,000.00
Public Works Superintendent	\$125,000.00	\$170,000.00
<i><u>Part-Time (Per Year)</u></i>		
Accountant	\$22,000.00	\$36,000.00
Code Enforcement Inspector	\$12,000.00	\$22,500.00
OEM Coordinator	\$6,000.00	\$12,000.00
Construction Code Official	\$15,000.00	\$26,000.00
Electrical Sub-Code Official/Inspector	\$13,000.00	\$22,500.00

Elevator Sub-Code Official/Inspector	\$4,000.00	\$12,000.00
Fire Official - UFD	\$5,800.00	\$13,000.00
Fire Sub-Code Official/Inspector	\$12,500.00	\$25,000.00
Office & Clerical	\$14,000.00	\$29,500.00
Payroll Clerk	\$6,500.00	\$10,000.00
Plumbing Sub-Code Official/Inspector	\$16,500.00	\$22,500.00
Qualified Purchasing Agent	\$15,000.00	\$22,500.00
Safety Coordinator	\$12,000.00	\$17,500.00
Social Services Director	\$6,000.00	\$12,000.00
Zoning Officer	\$6,000.00	\$12,000.00

Part-Time (Per-Week Salary)

Recreation Assistant Directors	\$400.00	\$800.00
Recreation Counselors	\$217.50	\$400.00
Recreation Park Director	\$950.00	\$1,400.00
Recreation Sport Asst. Instructors	\$125.00	\$400.00
Recreation Sport Instructors	\$125.00	\$450.00

Part-Time (Per-Hour Permanent)

Bus Driver	\$17.00	\$25.00
EMT	\$14.00	\$20.00
Office & Clerical	\$15.00	\$22.00
School Crossing Guard	\$14.00	\$19.50

Part-Time (Per Hour-Temporary)

Animal Census Workers	\$9.00	\$15.00
Clerical (Advisor to the Clerk)	\$35.00	\$45.00
DPW Seasonal Laborers	\$13.00	\$19.00
Recreation Counselors/Facility Mgr.	\$13.00	\$30.00
Recreation Leader/Chaperones - Per Night	\$13.00	\$30.00
Volunteer Firefighter - FF 1 Equivalent	\$15.00	\$20.00

Part-Time (Per Inspection/Review - Temporary)

Fire Official Office		
Business or Building (based on total sq. ft)	\$20.00	\$70.00
Class E Multiple Dwelling Units (1 to 3)	\$20.00	\$20.00
Class E Multiple Dwelling Units (4 and above)		
*plus \$5.50 per unit over 3	*\$20.00	*\$20.00
Building/Construction Code Offices		
Inspection	\$25.00	\$100.00
Plan Review	\$15.00	\$100.00

Unclassified Civil Service Appointed & Elected

B. Officials

Title:

Full-Time (Per Year)

Borough Clerk	\$70,000.00	\$135,000.00
Borough Administrator	\$125,000.00	\$215,000.00
Acting Borough Clerk	\$65,000.00	\$100,000.00
Chief Financial Officer	\$20,000.00	\$140,000.00
Deputy Borough Clerk	\$75,000.00	\$110,000.00
Assistant to the Administrator	\$45,000.00	\$70,000.00
Tax Collector	\$68,000.00	\$80,000.00

Part-Time (Per Year)

Borough Attorney	\$41,200.00	\$60,000.00
Salary for all legal services, excluding litigation hourly rate for services not specified in contract	\$125.00	\$165.00
Borough Prosecutor	\$15,000.00	\$25,500.00
Municipal Court Judge	\$22,000.00	\$42,000.00
Public Defender	\$6,000.00	\$15,500.00
Board of Adjustment Attorney	\$1,800.00	\$4,000.00
Rent Leveling Board Attorney	\$1,800.00	\$4,000.00
Planning Board Attorney	\$2,060.00	\$4,000.00
Zoning Board Attorney	\$2,060.00	\$4,000.00
Chief Financial Officer	\$7,000.00	\$35,000.00
Deputy Borough Clerk	\$6,500.00	\$9,000.00
Qualified Purchasing Agent	\$12,000.00	\$22,500.00
Recreation Director	\$18,000.00	\$30,000.00
Tax Assessor	\$24,000.00	\$32,000.00
Waste Water System Operator	\$2,000.00	\$4,500.00
Mayor	\$5,325.00	\$14,000.00
Council Members	\$4,325.00	\$11,000.00

Mayor & Council Members shall receive \$1,375.00 per year to defray motor vehicle operations, maintenance expenses and other costs incurred in connection with their official duties.

Barrier Free Committee Secretary	\$1,200.00	\$2,400.00
Fire Dept. Secretary	\$1,200.00	\$2,400.00
Planning Board Secretary	\$1,200.00	\$2,400.00
Recreation Committee Secretary	\$1,200.00	\$2,400.00
Rent Leveling Board Secretary	\$1,200.00	\$1,500.00
Shade Tree Committee Secretary	\$1,200.00	\$2,400.00

Zoning Board Secretary	\$1,200.00	\$3,600.00
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Part-Time (Hourly)

Public Defender	\$125.00	\$200.00
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Part-Time (Per Year - Temporary)

Acting Chief Financial Officer	\$7,000.00	\$30,000.00
Acting Tax Collector	\$7,000.00	\$25,000.00

Unfinished A.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-022

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, RSC Architects (RSC) has submitted a services proposal for additional professional services related to the New Municipal Complex Project; and

WHEREAS, the costs associated with RSC's proposal, a copy of which is attached hereto and incorporated herein by reference, reflects a time and material basis with a maximum cost not to exceed \$5,500; and

WHEREAS, the Chief Financial Officer of the Borough has certified that the funds are available for this matter, said certificate of availability of funds being attached hereto and incorporated herein by reference; and

WHEREAS, the Borough Administrator and Borough Attorney have reviewed the professional services proposal submitted by RSC Architects, a copy of which is attached hereto and incorporated herein by reference, for a time and material basis with a maximum cost not to exceed \$5,500 and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the professional services proposal, dated Dec 22, 2021, for the New Municipal Complex Project with a maximum cost not to exceed \$5,500 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to forward a copy of this resolution to RSC Architects upon its passage.

CERTIFICATION OF FUNDS

I hereby certify as to the availability of funds in the following account:

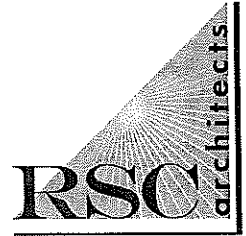
Acct. C-04-15-475-000-222 \$5,500

Richard Cahill, CFO

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk



December 22, 2021

Mr. Corey Gallo, Town Administrator
Borough of Bergenfield
198 North Washington Ave.
Bergenfield, NJ 07621

**Re: Proposal for Additional Professional Services
Bergenfield Municipal Building
198 N. Washington Ave, Bergenfield, NJ
RSC Project 113.18.001**

Dear Mr. Gallo:

RSC Architects (RSC) is submitting this proposal for additional professional services for the project.

As determined recently by PSEG, the existing underground secondary gas line to the DPW Building serving the south boiler room will need to be abandoned in place. The existing primary service at the north end will be retained. In order to provide service to the south boiler, a new 3" gas line will need to be installed from the north end across the roof. In order for the General Contractor to price this work, RSC/T&M will need to provide them with a design sketch depicting the scope of work.

Our services would include:


1. Attend a site visit to document the existing conditions.
2. Setup of CAD backgrounds of the DPW building for use in preparing our design.
3. Preparation of calculations to determine existing gas service has sufficient capacity.
4. Preparation of drawings depicting the gas pipe routing.

RSC Architects is requesting a fee of \$6,800 to provide this design scope of services. The terms and conditions of our original contract will remain intact.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

RSC ARCHITECTS



Kenneth P. Mihalik, AIA, LEED AP
Sr. Project Manager

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-026

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (lie)				

WHEREAS, the Bylaws of the Mayor and Council permit the approval of resolutions by consent, subject to certain requirements; and

WHEREAS, those requirements have been satisfied and the Governing Body desires to approve these resolutions by consent.

- a. **22-027**/To Approve Bill List
- b. **22-028**/To Approve Cancellation of all the 2021 & 2022 mother lot Assessment – 186 Melrose Avenue
- c. **22-029**/To Approve Grant Writing Proposal - Assistance to Firefighters Grant Application
- d. **22-030**/To Approve Contract – Borough Engineer – Remington & Vernick Engineers
- e. **22-031**/To Approve Contract – Special Projects Engineer – T&M Associates
- f. **22-032**/To Approve Contract – Bond Counsel – Rogut McCarthy LLC
- g. **22-033**/To Approve Contract – Labor Counsel – McCusker, Anselmi, Rosen & Carvelli, P.C.
- h. **22-034**/To Approve Contract – Tax Appeal Counsel – Boggia Boggia Betesh & Voytus LLC
- i. **22-035**/To Approve Contract – Borough Auditor – Lerch, Vinci & Higgins LLP
- j. **22-036**/To Approve Contract – Risk Consultant – GJEM – Otterstedt Insurance Agency
- k. **22-037**/To Approve Contract – Grant Writer – Millennium Strategies LLC
- l. **22-038**/To Approve Contract – Borough Appraiser – Associated Appraisal Group
- m. **22-039**/To Approve Contract – Alternate Public Defender – Steven Sciancalepore, Esq.
- n. **22-040**/To Approve Contract – Borough Prosecutor – Marc A. Calello, Esq.
- o. **22-041**/To Approve Contract – Alternate Borough Prosecutor – Linda H. Schwager, Esq.
- p. **22-042**/To Approve Contract – Municipal Advisor Services – Phoenix Advisors LLC
- q. **22-043**/To Approve Contract – Borough Attorney – John L. Schettino
- r. **22-044**/To Approve Participation in the Nationwide Settlement Agreements with Johnson & Johnson, McKesson, Cardinal Health, and Amerisourcebergen

- s. **22-045**/To Approve Proposal – Elevator Maintenance Services – Top Floor Elevated Solutions LLC
- t. **22-046**/To Approve Proposal – Fleet Electrification Project Management Services - Climate Change Mitigation Technologies LLC
- u. **22-047**/To Approve Proposal – Professional Services for Tax Appeal – Pennoni Associates
- v. **22-048**/To Accept Retirement – Alan Tenney
- w. **22-049**/To Accept Retirement – Charles P. Grimm
- x. **22-050**/To Approve Contract – Municipal Court Administrator

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-027

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, the Code of the Borough of Bergenfield requires that the Mayor and Council approve all bills presented for payments; and

WHEREAS, the proper Committees have reviewed and recommended that the bills be paid and that the CFO has certified that funds are available.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council have approved all bills recommended for payment for the following services:

Current Fund	\$4,306,929.21
General Capital	\$602,288.70
Escrow	\$4,656.40
Other Trust	\$1,000.00
Total	\$4,914,874.31

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

P.O. Type: All
Range: 21-02809 to 21-02809
Format: Detail with Line Item Notes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	Contract PO Type	Stat/Chk	First Rcvd	Enc Date	Date	Chk/Void	Invoice
21-02809	12/13/21	NJSHBP	NJSHBP										
1	NOV.'21	ACTIVE HEALTH BENEFITS		126,482.27	1-01-23-220-000-125	B	GROUP INSURANCE Medical Active	R	12/13/21	01/14/22			
		ID#090600.											
2	NOV.'21	ACTIVE PRESCRIPTION		22,152.06	1-01-23-220-000-122	B	GROUP INSURANCE Prescription P	R	12/13/21	01/14/22			
		ID#090600.											
		(TEPS PAYMENT DUE 1/15/22)											
				148,634.33									

Total Purchase Orders: 1 Total P.O. Line Items: 2 Total List Amount: 148,634.33 Total Void Amount: 0.00

Totals by Year-Fund						
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total
						Total
CURRENT FUND	1-01	148,634.33	0.00	148,634.33	0.00	148,634.33
		<u>148,634.33</u>	<u>0.00</u>	<u>148,634.33</u>	<u>0.00</u>	<u>148,634.33</u>
	Total of All Funds:					✓

P.O. Type: A11
Range: 22-00010 to 22-00010
Format: Detail with Line Item Notes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	Contract PO Type	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
22-00010	01/10/22	NJSHBP	NJSHBP									
1	JAN.'22	ACTIVE BENEFITS-PD	ID#090601.	76,721.59	2-01-23-220-000-125	B	GROUP INSURANCE Medical Active	R	01/10/22	01/14/22		
2	JAN.'22	ACTIVE PRESCRIPTION-PD	ID#090601.	13,649.21	2-01-23-220-000-122	B	GROUP INSURANCE Prescription P	R	01/10/22	01/14/22		
3	JAN.'22	RETIRED BENEFITS-PD	ID#090601.	64,440.42	2-01-23-220-000-126	B	GROUP INSURANCE Medical Retire	R	01/10/22	01/14/22		
4	JAN.'22	RETIRED BENEFITS	ID#090600.	99,966.92	2-01-23-220-000-126	B	GROUP INSURANCE Medical Retire	R	01/10/22	01/14/22		
(TEPS PAYMENT DUE 1/15/22)				254,778.14								

Total Purchase Orders:	1	Total P.O. Line Items:	4	Total List Amount:	254,778.14	Total Void Amount:	0.00
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Totals by Year-Fund		Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description								
CURRENT FUND		2-01	254,778.14	0.00	254,778.14	0.00	0.00	254,778.14
Total of All Funds:			<u>254,778.14</u>	<u>0.00</u>	<u>254,778.14</u>	<u>0.00</u>	<u>0.00</u>	<u>254,778.14</u>

P.O. Type: All										Print Alpha, Revenue, & G/L Accounts: Y									
Format: Detail without Line Item Notes																			
Range: 1-First to 2-Last																			
Rcvd Batch Id Range: First to Last																			
Department Page Break: No										Subtotal CAPR: Yes Subtotal Department: Yes Subtotal Etd: Yes									
Account										P.O. Id Item Vendor									
Description										Item Description									
Fund: CURRENT FUND										Amount Stat/Chk Enc Date Date Chk/Void Invoice									
Department: ADMINISTRATION										P0 Type									
Etd: ADMINISTRATION																			
1-01-20-100-000-028 ADMIN Professional Services																			
21-02635 1 KYLEMCM KYLE MCMANUS ASSOCIATES, LLC SPECIAL MASTER SERVICE										3089									
21-02797 1 CONSHR CONFIDENTIAL SHREDDING, LLC DOCUMENT DESTRUCTION										305773									
										466.10 R 12/10/21 01/14/22									
										513.60									
1-01-20-100-000-033 ADMINISTRATION Subscriptions &																			
21-02678 1 NJDABC N.J.DIV OF ALCOHOLIC BEVERAGE 2021-2022 LICENSE RENEWAL										48.00 R 11/22/21 01/14/22									
1-01-20-100-000-036 ADMINISTRATION Office Supplies																			
21-02736 8 TULPEHOC TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY										324427									
21-02736 9 TULPEHOC TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY										320272									
										2.00 R 12/02/21 01/14/22									
										10.75 R 12/02/21 01/14/22									
										12.75									
1-01-20-100-000-059 ADMINISTRATION Information Technology																			
21-02769 1 GTBM G.T.B.M., INC PROF'L IT SERVICES										33664									
21-02836 1 GTBM G.T.B.M., INC PROF'L IT SERVICES										33665									
										2,241.67 R 12/06/21 01/18/22									
										480.04 R 12/14/21 01/18/22									
										2,721.71									
Etd Total: ADMINISTRATION										3,296.06									
Department Total: ADMINISTRATION										3,296.06									
Department: MUNICIPAL CLERK																			
Etd: MUNICIPAL CLERK																			
1-01-20-120-000-021 MUNICIPAL CLERK Legal Advertis																			
21-02881 1 NJMEDI NORTH JERSEY MEDIA GROUP PUBLIC NOTICES										0005032757									
21-02881 2 NJMEDI NORTH JERSEY MEDIA GROUP PUBLIC NOTICES										0005038789									
										126.00 R 12/21/21 01/14/22									
										45.35 R 12/21/21 01/14/22									

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-20-120-000-021 21-02881 3 NJMEDI	MUNICIPAL CLERK Legal Advertis NORTH JERSEY MEDIA GROUP	Continued PUBLIC NOTICES	66.50 237.85	R	12/21/21	01/14/22		0005038799	
		Extd Total: MUNICIPAL CLERK	237.85						
		Department Total: MUNICIPAL CLERK	237.85						
Department: FINANCIAL ADMN. Extd: FINANCIAL ADMN.									
1-01-20-130-000-028 21-02762 1 PHOADV	FINANCIAL ADMN. Professional S PHOENIX ADVISORS, LLC	MUNICIPAL ADVISOR SERVICES	1,050.00	R	01/19/21	01/14/22			C
					Contract No: 21-00023				
21-02818 1 ARVSHE	SHERRY ARVANITAKIS	QPA CONSULTANT	87.50 1,137.50	R	12/13/21	01/14/22			
1-01-20-130-000-046 22-00026 1 ADP	FINANCIAL ADMN.-Payroll exp.(3rd. party) ADP, INC.	PAYROLL SERVICES	2,059.65	R	01/11/22	01/14/22		596202674	
		Extd Total: FINANCIAL ADMN.	3,197.15						
		Department Total: FINANCIAL ADMN.	3,197.15						
Department: TAX COLLECTION Extd: TAX COLLECTION									
1-01-20-145-000-036 21-02736 6 TULPEHOC	TAX COLLECTION Office Supplies TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY		2.00	R	12/02/21	01/14/22		324430	
21-02736 7 TULPEHOC	TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY		15.00 17.00	R	12/02/21	01/14/22		320275	
		Extd Total: TAX COLLECTION	17.00						
		Department Total: TAX COLLECTION	17.00						
Department: LEGAL Extd: LEGAL									
1-01-20-155-000-108 22-00043 1 SCHETJOH	LEGAL Other Cases JOHN L. SCHETTINO, L.L.C.	PROF'L LEGAL SERVICES DEC 2021	202.50	R	12/06/21	01/14/22		28167	C
					Contract No: 21-00003				

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-20-155-000-108	LEGAL Other Cases	Continued							
22-00043 2 SCHETJOH JOHN L. SCETTINO, L.L.C.		PROF'L LEGAL SERVICES DEC 2021	375.00	R	12/06/21	01/14/22		28168	C
					Contract No: 21-00003				
22-00043 3 SCHETJOH JOHN L. SCETTINO, L.L.C.		PROF'L LEGAL SERVICES DEC 2021	60.00	R	12/06/21	01/14/22		28177	C
					Contract No: 21-00003				
22-00055 1 SCHETJOH JOHN L. SCETTINO, L.L.C.		PROF'L LEGAL SERVICES DEC 2021	4,680.00	R	12/06/21	01/14/22		28148	C
					Contract No: 21-00003				
			<u>5,317.50</u>						
		Extd Total: LEGAL	5,317.50						
		Department Total: LEGAL	5,317.50						
Department: ENGINEERING									
Extd: ENGINEERING									
1-01-20-165-000-028	ENGINEERING Professional Servi								
21-02676 1 THASSOC T&M ASSOCIATES		METZLER'S BROOK FLOOD	3,026.10	R	09/21/21	01/14/22		SE415256	C
					Contract No: 21-00046				
21-02677 1 THASSOC T&M ASSOCIATES		2021 GENERAL ENGINEERING	47.00	R	01/19/21	01/14/22		SE415257	C
					Contract No: 21-00010				
21-02822 1 REMVERNI REMINGTON & VERNICK ENGINEERS		2017 UTILITY INFRASTRUCTURE	<u>2,470.50</u>	R	12/13/21	01/18/22		0203T056-17	
			5,543.60						
		Extd Total: ENGINEERING	5,543.60						
		Department Total: ENGINEERING	5,543.60						
		CAFR Total:	17,609.16						
Department: BUILDING CODE									
Extd: BUILDING CODE									
1-01-22-195-000-036	BUILDING CODE Office Supplies								
21-02637 1 GTBM G.T.B.M., INC		SOFTWARE: MICROSOFT OFFICE	269.00	R	11/17/21	01/14/22		33562	
		Tracking Id: BCCPS BERGEN COUNTY CO-OP PURCHASING & PRICING SYSTEM							
21-02736 2 TULPEHOC TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY			10.75	R	12/02/21	01/14/22		320277	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-22-195-000-036 21-02736 3 TULPEHOC	BUILDING CODE Office Supplies TULPEHOCK SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY	Continued	2.00 281.75	R	12/02/21	01/14/22		324431	
	Extd Total: BUILDING CODE		281.75						
	Department Total: BUILDING CODE		281.75						
	CAFR Total:		281.75						
Department: OTHER INSURANCE Extd: OTHER INSURANCE									
1-01-23-210-000-130 21-02654 1 BERJIF	OTHER INSURANCE B.C. Joint INS BERGEN COUNTY MUNICIPAL JIF	4th QUARTER 2021 INSTALL BILL	100,243.00	R	11/19/21	01/14/22		BER39-2021	
21-02654 3 BERJIF	BERGEN COUNTY MUNICIPAL JIF	ELECTED OFFICIALS SEMINAR	750.00- R 99,493.00		12/16/21	01/14/22		BER39-2022	
	Extd Total: OTHER INSURANCE		99,493.00						
	Department Total: OTHER INSURANCE		99,493.00						
Department: WORKERS COMPENSATION Extd: WORKERS COMPENSATION									
1-01-23-215-000-136 21-02654 2 BERJIF	WORKERS COMPENSATION INSURANCE BERGEN COUNTY MUNICIPAL JIF	4th QUARTER 2021 INSTALL BILL	150,155.00	R	11/19/21	01/14/22		BER39-2021	
	Extd Total: WORKERS COMPENSATION		150,155.00						
	Department Total: WORKERS COMPENSATION		150,155.00						
Department: GROUP INSURANCE Extd: GROUP INSURANCE - INSIDE CAP									
1-01-23-220-000-128 21-02731 1 VILARPET	GROUP INSURANCE Medicare Payme PETER VILARDI	REIMBURSEMENT FOR MEDICARE	237.60	R	12/02/21	01/18/22			
	Extd Total: GROUP INSURANCE - INSIDE CAP		237.60						
	Department Total: GROUP INSURANCE		237.60						
	CAFR Total:		249,885.60						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
Department: POLICE DEPART. Extd: POLICE DEPART.									
1-01-25-240-000-028 21-02698 1 SCHKER	POLICE DEPART. Professional Se KERRY SCHADE	Death Pronouncement 11/12/2021	75.00	R	11/30/21	01/14/22		21-33290	
1-01-25-240-000-036 21-02736 10 TULPEHOC	POLICE DEPART. Office Supplies TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY		91.50	R	12/02/21	01/14/22		320276	
1-01-25-240-000-158 21-02869 1 VERWIR	POLICE DEPART. Police Communic VERIZON WIRELESS	Monthly Broadband Charges Nov	160.04	R	12/20/21	01/18/22		9894507416	
		Extd Total: POLICE DEPART.	326.54						
		Department Total: POLICE DEPART.	326.54						
Department: AMBULANCE Extd: AMBULANCE									
1-01-25-260-000-167 21-02888 1 PSEG	AMBULANCE PSEG Bills P.S.E.& G. CO.	DECEMBER '21 AMBULANCE BLDG	855.76	R	12/27/21	01/14/22		606003848020	
		Extd Total: AMBULANCE	855.76						
		Department Total: AMBULANCE	855.76						
Department: FIRE DEPARTMENT Extd: FIRE DEPARTMENT									
1-01-25-265-000-140 21-01916 1 WITPUB	FIRE DEPARTMENT Hazardous Mate WITMER PUBLIC SAFETY GROUP, INC Calibration Gas		227.20	R	08/24/21	01/14/22		2156044	
21-01916 2 WITPUB	WITMER PUBLIC SAFETY GROUP, INC Calibration Gas		392.80	R	08/24/21	01/14/22		2156044	
			620.00						
1-01-25-265-000-143 21-01915 1 WITPUB	FIRE DEPARTMENT - SCOTT CYLINDERS WITMER PUBLIC SAFETY GROUP, INC 4 Gas Meters		5,370.00	R	08/24/21	01/14/22		2156043	
	Tracking Id: NJ START - STATE CONTRACT								
		Extd Total: FIRE DEPARTMENT	5,990.00						
		Department Total: FIRE DEPARTMENT	5,990.00						
		CAFR Total:	7,172.30						

Account	Description	Item Description	Amount	Stat/Chk	First Rcvd Enc Date	Chk/Void Date	Invoice	P0 Type
Department: ROAD REPAIR								
Extd: ROAD REPAIR								
1-01-26-290-000-026	ROAD REPAIR Equipment Maintena							
21-02081	1 JESINC	RENTAL LOADER FOR LEAF SEASON	11,300.00	R	09/20/21	01/14/22		
21-02451	1 AMEHOS	AMERICAN HOSE & HYDRAULICS CO. BLANKET PO #11	742.90	R	11/01/21	01/14/22		
			12,042.90					
1-01-26-290-000-030	ROAD REPAIR Materials & Suppli							
21-02701	1 GRAINGE2	GRAINGER, INC.	77.25	R	11/30/21	01/14/22	9135746023	
21-02702	1 BENBRO	BENJAMIN BROTHERS, INC.	328.65	R	11/30/21	01/14/22	346059	
21-02703	1 BENBRO	BENJAMIN BROTHERS, INC.	256.44	R	11/30/21	01/14/22		
21-02742	1 BENBRO	BENJAMIN BROTHERS, INC.	149.95	R	12/03/21	01/14/22	346742	
21-02755	1 BENBRO	BENJAMIN BROTHERS, INC.	234.82	R	12/03/21	01/14/22		
21-02781	2 MOHLIF	MOHAWK VEHICLE LIFT: TP-20	2,186.49	R	12/08/21	01/14/22	56102	
			3,233.60					
1-01-26-290-000-036	ROAD REPAIR Office Supplies							
21-02687	1 STAPLE2	STAPLES, INC.	70.72	R	11/24/21	01/14/22	8064563886	
21-02736	1 TULPEHOC	TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY	19.25	R	12/02/21	01/14/22	320278	
			89.97					
1-01-26-290-000-170	ROAD REPAIR Sewer & Camera Sup							
21-02626	1 JEMIND	JEM INDUSTRIAL SERVICES, INC. SEWER DEGREASER	1,421.75	R	11/16/21	01/14/22	15-3465	
1-01-26-290-000-171	ROAD REPAIR Road & Basin Repai							
21-02186	1 JOHSON	23 NORTH WOODSIDE, LLC	249.93	R	10/01/21	01/14/22		
21-02625	1 TILNEW	TILCON NEW YORK, INC.	131.66	R	11/16/21	01/14/22	2433497	
		Tracking Id: BCCPS BERGEN COUNTY CO-OP PURCHASING & PRICING SYSTEM						
21-02749	1 JOHSON	23 NORTH WOODSIDE, LLC	642.71	R	12/03/21	01/18/22		
21-02750	1 JOHSON	23 NORTH WOODSIDE, LLC	303.92	R	12/03/21	01/18/22	770815	
			1,328.22					
1-01-26-290-000-172	ROAD REPAIR Street Signs							
21-02656	1 HIGTRA	HIGHWAY TRAFFIC SUPPLY	2,843.46	R	11/19/21	01/14/22	061542	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-26-290-000-172	ROAD REPAIR Street Signs	Continued							
21-02694 1 SARIND	SARJO INDUSTRIES, INC.	SIGN SHOP SUPPLIES	810.12	R	11/29/21	01/14/22		788690	
			3,653.58						
	Extd Total: ROAD REPAIR		21,770.02						
	Department Total: ROAD REPAIR		21,770.02						
Department: SOLID WASTE									
Extd: SOLID WASTE									
1-01-26-305-000-026	SOLID WASTE Equipment Maintena								
21-01826 1 SANEQU	SANITATION EQUIPMENT CORP.	BLANKET PO # 04	660.58	R	08/13/21	01/14/22			
	Tracking Id: ESCNJ	EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY							
21-02250 1 CLIBOD	CLIFFSIDE BODY CORP.	PARTS FOR SPREADERS #775 #760	3,436.76	R	10/08/21	01/14/22		9149592793	
21-02433 1 GRAINE2	GRAINGER, INC.	PART FOR DPW VEHICLE #787	150.96	R	11/01/21	01/14/22			
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02576 1 HUDCOU	HUDSON COUNTY MOTORS, INC.	REPAIRS TO DPW VEH # 802	1,377.50	R	11/09/21	01/14/22		52855	
	Tracking Id: BCCPS	BERGEN COUNTY CO-OP PURCHASING & PRICING SYSTEM							
21-02576 2 HUDCOU	HUDSON COUNTY MOTORS, INC.	REPAIRS TO DPW VEH # 802	573.18	R	11/09/21	01/14/22		52855	
	Tracking Id: BCCPS	BERGEN COUNTY CO-OP PURCHASING & PRICING SYSTEM							
21-02667 1 SANEQU	SANITATION EQUIPMENT CORP.	REPAIR FOR DPW VEHICLE #794	3,659.07	R	11/22/21	01/14/22		58575	
	Tracking Id: ESCNJ	EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY							
21-02667 2 SANEQU	SANITATION EQUIPMENT CORP.	REPAIR FOR DPW VEHICLE #794	1,016.20	R	11/22/21	01/14/22		58575	
21-02671 1 AMEHOS	AMERICAN HOSE & HYDRAULICS CO.	REPAIR FOR DPW VEH. #779	3,081.84	R	11/22/21	01/14/22		160675	
21-02709 1 HUDCOU	HUDSON COUNTY MOTORS, INC.	PARTS TO REPAIR DPW VEH. #773	801.19	R	11/30/21	01/14/22		345609	
			14,757.28						
1-01-26-305-000-028	SOLID WASTE Professional Services								
21-00148 1 VALHEA	VALLEY PHYSICIAN SERVICES, P.C.	BLANKET PO # 04	663.00	R	01/13/21	01/14/22		577489C5622	
21-02293 1 HOLNAM	HOLY NAME MEDICAL CENTER	BLANKET PO # 04	726.00	R	10/15/21	01/14/22			
21-02370 1 ATLCOA	ATLANTIC COAST FIBERS, LLC	BLANKET PO # 10	6,271.07	R	10/22/21	01/14/22		INW118019	
21-02555 1 ATLCOA	ATLANTIC COAST FIBERS, LLC	BLANKET PO # 11	7,352.97	R	11/05/21	01/14/22		INW118206	
			15,013.04						
1-01-26-305-000-030	SOLID WASTE Materials & Suppl								
21-02592 1 STAPLE2	STAPLES, INC.	OFFICE SUPPLIES FOR DPW	51.74	R	11/10/21	01/14/22		8064341573	
21-02680 1 NCHCORP2	NCH CORPORATION	LUBRICANT GREASE FOR VEHICLES	218.00	R	11/23/21	01/18/22		7603663	
21-02682 1 BEHNKE	BEHNKE'S BUILDING SUPPLY CO.	BLANKET PO # 19	280.79	R	11/24/21	01/14/22			

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-26-305-000-030 21-02685 2 UNIMOT	SOLID WASTE Materials & Suppli UNITED MOTOR PARTS, INC.	Continued BLANKET PO # 26	133.00	R	01/11/22	01/14/22		2323812	
	Tracking Id: NJ START NJ START - STATE CONTRACT		<u>683.53</u>						
1-01-26-305-000-057 21-02460 1 DOORWOR	SOLID WASTE Bldg/Grounds/Furniture DOOR WORKS, INC.	REPAIRS TO DPW GARAGE DOOR	430.25	R	11/03/21	01/14/22		13901	
	Extd Total: SOLID WASTE		30,884.10						
	Department Total: SOLID WASTE		30,884.10						
Department: BLDG. & GRDS. Extd: BLDG. & GRDS.									
1-01-26-310-000-024 21-02734 1 FDGCLE	BLDG. & GRDS. Cleaning & Maint FDG CLEANING SERVICES, LLC	MONTHLY JANITORIAL SERVICES	2,120.00	R	01/06/21	01/14/22		198-11	C
							Contract No: 21-00028		
1-01-26-310-000-026 21-01439 1 POWRSV	BLDG. & GRDS. Equipment Mainte POW/R/SAVE, INC.	QUARTERLY PREVENTIVE MAINT.	2,812.50	R	05/18/21	01/14/22		34137	C
							Contract No: 21-00036		
21-02727 1 POWRSV	POW/R/SAVE, INC.	BLANKET PO # 12	1,816.90	R	12/01/21	01/18/22		34339	
21-02748 1 POWRSV	POW/R/SAVE, INC.	BLANKET PO # 13	<u>687.50</u>	R	12/03/21	01/18/22		34338	
			5,316.90						
1-01-26-310-000-028 21-01743 1 EASELE	BLDG. & GRDS. Professional Ser EAST-WEST ELECTRICAL CONT, INC.	BLANKET PO #19	512.90	R	08/03/21	01/14/22		22062	
21-02684 1 EASELE	EAST-WEST ELECTRICAL CONT, INC.	BLANKET PO # 27	603.45	R	11/24/21	01/14/22		22208	
21-02688 1 EASELE	EAST-WEST ELECTRICAL CONT, INC.	BLANKET PO # 28	315.25	R	11/24/21	01/14/22		22209	
21-02763 1 PAMJOH	PAMPALONI, JOHN JR.	SEWER CONSULTING/LICENSE	<u>825.00</u>	R	12/03/21	01/14/22			
			2,256.60						
1-01-26-310-000-030 21-02189 1 SHALOC	BLDG. & GRDS. Materials & Supp SHAW'S LOCK SERVICE, INC.	BLANKET PO #11	198.16	R	10/01/21	01/14/22			

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-26-310-000-030	BLDG. & GRDS. Materials & Supp	Continued							
21-02401 1 SHEWTL	SHERWIN-WILLIAMS THE, CO.	BLANKET PO # 07	38.56	R	10/26/21	01/18/22		8531-7	
			236.72						
			9,930.22						
			9,930.22						
		Extd Total: BLDG. & GRDS.							
		Department Total: BLDG. & GRDS.							
Department: VEHICLE MAINT.									
Extd: VEHICLE MAINT.									
1-01-26-315-000-180	VEHICLE MAINT. Police/Emerg Serv-Tires								
21-01902 1 PGAUTO	P & G AUTO, INC.	BLANKET PO # 07	461.67	R	08/23/21	01/14/22			
21-02398 1 UNIMOT	UNITED MOTOR PARTS, INC.	BLANKET PO # 25	66.66	R	10/26/21	01/18/22		2312254	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02442 1 GOOAUT	GOODYEAR AUTO SERVICE CENTER	TIRES FOR DPW BUS #798	1,260.72	R	11/01/21	01/14/22		270998	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02585 1 PARAUT	PARTS AUTHORITY, LLC	BLANKET PO # 28	506.07	R	11/10/21	01/18/22			
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02608 1 NCHCORP2	NCH CORPORATION	FUEL TREATMENT FOR DIESEL TANK	1,300.00	R	11/15/21	01/18/22		7589448	
			3,595.12						
1-01-26-315-000-182	VEHICLE MAINT. Road-Tires, Tra								
21-01662 1 KIMMID	KIMBALL MIDWEST	SUPPLIES FOR MECHANICS' SHOP	1,336.73	R	07/19/21	01/14/22		9093514	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-01801 1 KIMMID	KIMBALL MIDWEST	SUPPLIES FOR MECHANICS' SHOP	466.65	R	08/10/21	01/14/22		9112277	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02015 1 KIMMID	KIMBALL MIDWEST	SUPPLIES FOR MECHANICS' SHOP	1,275.63	R	09/13/21	01/14/22			
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02188 1 AUTOBRA	AUTOMOTIVE BRAKE CO.	BLANKET PO # 08	1,007.16	R	10/01/21	01/14/22			
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02374 1 KIMMID	KIMBALL MIDWEST	SUPPLIES FOR MECHANICS' SHOP	985.03	R	10/22/21	01/14/22			
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02590 1 ATLBAT	ATLANTIC BATTERY SYSTEMS, INC.	BLANKET PO # 01	904.00	R	11/10/21	01/18/22			
21-02666 1 ROGFAS	ROGO FASTENER CO., INC.	MECHANIC SHOP SUPPLIES	206.63	R	11/22/21	01/14/22		427017	
21-02685 1 UNIMOT	UNITED MOTOR PARTS, INC.	BLANKET PO # 26	615.58	R	11/24/21	01/14/22			
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
21-02710 1 VANDIN	VAN DINE'S MOTORS INC.	PARTS TO REPAIR #777	119.96	R	11/30/21	01/14/22		135571	

Account	Description	Item Description	Amount	Stat/Chk	First Rcvd Enc Date	Chk/Void Date	Invoice	PO Type
1-01-26-315-000-182	VEHICLE MAINT. Road-Tires, Tra	Continued						
21-02746	1 PCAUTO P & G AUTO, INC.	REPAIR TO DPW VEH #777	344.14	R	12/03/21	01/18/22	001-242670	
			<u>7,261.51</u>					
		Extd Total: VEHICLE MAINT.	10,856.63					
		Department Total: VEHICLE MAINT.	10,856.63					
		CAFR Total:	73,440.97					
Department: BD. OF HEALTH								
Extd: BD. OF HEALTH								
1-01-27-330-000-025	BD. OF HEALTH - ANIMAL CONTROL SERVICE							
21-02768	1 TYCOANI TYLER, CAROL A.	ANIMAL CONTROL SERVICE 11/2021	2,916.66	R	01/19/21	01/14/22		C
					Contract No: 21-00025			
21-02768	2 TYCOANI TYLER, CAROL A.	ANIMAL CONTROL SERVICE 11/2021	240.00	R	01/19/21	01/14/22		C
					Contract No: 21-00025			
			<u>3,156.66</u>					
1-01-27-330-000-028	BD. OF HEALTH Professional Ser							
21-02779	1 HUDEXT COOPER PEST SOLUTIONS, INC.	Boro-Wide Rodent Control plus	628.50	R	12/07/21	01/14/22	1634500	
21-02779	2 HUDEXT COOPER PEST SOLUTIONS, INC.	Inspect DPW Bait Station	468.75	R	12/07/21	01/14/22	1634500	
			<u>1,097.25</u>					
1-01-27-330-000-036	BD. OF HEALTH Office Supplies							
21-02736	4 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	10.75	R	12/02/21	01/14/22	320273	
21-02736	5 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	2.00	R	12/02/21	01/14/22	324428	
			<u>12.75</u>					
1-01-27-330-000-194	VACCINES							
21-02793	1 MCKMED MCKESSON MEDICAL-SURGICAL	373772-Gauze Pads (Case)	22.31	R	12/08/21	01/14/22	18836809	
21-02793	2 MCKMED MCKESSON MEDICAL-SURGICAL	188596-Alcohol Pads	21.10	R	12/08/21	01/14/22	18836809	
21-02793	3 MCKMED MCKESSON MEDICAL-SURGICAL	1031804-3cc Syringe	105.80	R	12/08/21	01/14/22	18836809	
21-02793	4 MCKMED MCKESSON MEDICAL-SURGICAL	921603-Medium Gloves (Case)	207.14	R	12/08/21	01/14/22	18836809	
			<u>356.35</u>					
		Extd Total: BD. OF HEALTH	4,623.01					
		Department Total: BD. OF HEALTH	4,623.01					
		CAFR Total:	4,623.01					

Account	Description	Item Description	Amount	Stat/Chk	First Rcvd	Chk/Void	P0
P.O. Id	Item Vendor				Enc Date	Date	Type
Department: PARKS							
Extd: PARKS							
1-01-28-375-000-026		PARKS Equipment Maintenance					
21-02638	1 DURLAW	BROADWAY MOWERS & EQUIP., INC PART FOR PARKS EQUIPMENT	250.85	R	11/17/21	01/14/22	D014317
21-02640	1 NORASS	NORTHEASTERN ARBORIST SUPPLY PART FOR TREE CREW EQUIPMENT	790.00	R	11/17/21	01/18/22	I-90300
21-02714	1 DURLAW	BROADWAY MOWERS & EQUIP., INC PART FOR PARKS EQUIPMENT	14.95	R	11/30/21	01/14/22	D014461
			<u>1,055.80</u>				
		Extd Total: PARKS	1,055.80				
		Department Total: PARKS	1,055.80				
		CAFR Total:	1,055.80				
Department: PUBLIC EVENTS							
Extd: PUBLIC EVENTS							
1-01-30-420-000-221		PUBLIC EVENTS Dinners					
21-02826	1 PETLOP	VOLUNTEER DINNER PARTY	500.00	R	12/13/21	01/18/22	10
21-02847	1 HAKINT	DINNER PLATES, CUPS & UTENSILS	250.00	R	12/15/21	01/18/22	97
			<u>750.00</u>				
1-01-30-420-000-223		PUBLIC EVENTS - HOLIDAY IN THE PARK					
21-02712	1 BENBRO	SUPPLIES FOR HOLIDAY IN PARK	628.56	R	11/30/21	01/18/22	
21-02716	1 NEVPHI	REIMBURSEMENT FOR HOLIDAY 21'	351.81	R	12/01/21	01/18/22	
			<u>980.37</u>				
1-01-30-420-000-225		PUBLIC EVENTS - OTHER					
21-02556	1 GATCOT	GATES FLAG & BANNER CO., INC. HOLIDAY BANNERS 2021	6,660.00	R	11/05/21	01/14/22	208122
21-02828	1 MYTMAR	MYTOWN NAVIGATOR, LLC BERGENFIELD - BUSINESS CRAWL	10,000.00	R	09/21/21	01/18/22	2293
			<u>16,660.00</u>			Contract No: 21-00047	
		Extd Total: PUBLIC EVENTS	18,390.37				
		Department Total: PUBLIC EVENTS	18,390.37				
		CAFR Total:	18,390.37				

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
Department: ELECT. & GAS									
Extd:	ELECT. & GAS								
1-01-31-430-000-000	ELECT. & GAS								
21-02889	1 PSEG P.S.E. & G. CO.	ELECTRIC&GAS CHARGES DEC.'21	19,409.28	R	12/27/21	01/14/22			
21-02897	1 DIRENERG DIRECT ENERGY MARKETING, INC.	ELECTRIC SERVICE	1,926.12	R	12/27/21	01/14/22		213550047724713	
			21,335.40						
		Extd Total: ELECT. & GAS	21,335.40						
		Department Total: ELECT. & GAS	21,335.40						
Department: STREET LIGHTS									
Extd:	STREET LIGHTS								
1-01-31-435-000-000	STREET LIGHTS								
21-02890	1 PSEG2 P.S.E. & G. CO.	STREET LIGHT CHARGES DEC.'21	20,015.91	R	12/27/21	01/14/22			
		Extd Total: STREET LIGHTS	20,015.91						
		Department Total: STREET LIGHTS	20,015.91						
Department: TELEPHONE									
Extd:	TELEPHONE								
1-01-31-440-000-000	TELEPHONE								
21-02805	1 CABVTSLI CABLEVISION LIGHTPATH, INC.	FIBER NETWORK	3,750.00	R	12/10/21	01/14/22		100665217	
21-02874	1 CABLEVIS OPTIMUM	PHONE BILL	156.18	R	12/20/21	01/14/22			
21-02874	2 CABLEVIS OPTIMUM	PHONE BILL	156.18	R	12/20/21	01/14/22			
21-02874	3 CABLEVIS OPTIMUM	PHONE BILL	156.18	R	12/20/21	01/14/22			
21-02891	1 VERIZ VERIZON	TELEPHONE CHARGES DECEMBER'21	4,136.32	R	12/27/21	01/14/22			
21-02892	1 VERIZ2 VERIZON	1/3/22-LONG DISTANCE/REGIONAL	230.55	R	12/27/21	01/14/22			
21-02898	1 CABLEVIS OPTIMUM	DPW INTERNET	155.60	R	12/27/21	01/14/22			
21-02899	1 CABLEVIS OPTIMUM	INTERNET SERVICE AT PARKS	136.18	R	12/27/21	01/14/22			
21-02899	2 CABLEVIS OPTIMUM	INTERNET SERVICE AT PARKS	146.18	R	12/27/21	01/14/22			

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-31-440-000-000 21-02901 1 ATTMOBIL AT&T MOBILITY	TELEPHONE	Continued MONTHLY WIRELESS BILL	1,830.95	R	01/06/21	01/14/22		12192021	C
			<u>10,854.32</u>			Contract No: 21-00024			
			10,854.32						
			10,854.32						
		Extd Total: TELEPHONE							
		Department Total: TELEPHONE							
Department: GAS & DIESEL Extd: GAS & DIESEL									
1-01-31-460-000-000 21-02627 5 RACMICH RACHLES/MICHELE'S OIL CO., INC. INDUSTRIAL HEATING OIL	GAS & DIESEL		2,128.34	R	01/06/21	01/14/22		352510	C
						Contract No: 21-00004			
21-02627 6 RACMICH RACHLES/MICHELE'S OIL CO., INC. INDUSTRIAL HEATING OIL			0.89	R	01/06/21	01/14/22		352510	C
						Contract No: 21-00004			
21-02699 1 RACMICH RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 352823			7,496.31	R	01/06/21	01/14/22		352823	C
		Tracking Id: BCCPS BERGEN COUNTY CO-OP PURCHASING & PRICING SYSTEM				Contract No: 21-00004			
21-02699 2 RACMICH RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 352823			2.92	R	01/06/21	01/14/22		352823	C
						Contract No: 21-00004			
21-02700 1 RACMICH RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 352873			5,914.78	R	01/06/21	01/14/22		352873	C
		Tracking Id: BCCPS BERGEN COUNTY CO-OP PURCHASING & PRICING SYSTEM				Contract No: 21-00004			
21-02700 2 RACMICH RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 352873			2.38	R	01/06/21	01/14/22		352873	C
			<u>15,545.62</u>			Contract No: 21-00004			
			15,545.62						
		Extd Total: GAS & DIESEL							
		Department Total: GAS & DIESEL							
		CAFR Total:	67,751.25						
Department: LANDFILL DISPOSAL COSTS Extd: LANDFILL DISPOSAL COSTS									
1-01-32-465-000-232 21-02580 1 NATCHO NATURE'S CHOICE CORPORATION	Vegetative Waste	VEGATATIVE WASTE REMOVAL AUG21	9,855.00	R	04/20/21	01/14/22			C
						Contract No: 21-00008			
21-02580 2 NATCHO NATURE'S CHOICE CORPORATION		VEGATATIVE WASTE REMOVAL AUG21	971.25	R	04/20/21	01/14/22		0091446-IN	C
						Contract No: 21-00008			

Account	Description	Item Description	Amount	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	P0 Type
P.O. Id Item Vendor								
1-01-32-465-000-232	Vegetative Waste	Continued						
21-02580 3 NATCHO	NATURE'S CHOICE CORPORATION	VEGATATIVE WASTE REMOVAL AUG21	1,036.00	R	04/20/21 01/14/22			C
					Contract No: 21-00008			
21-02580 4 NATCHO	NATURE'S CHOICE CORPORATION	VEGATATIVE WASTE REMOVAL AUG21	1,642.50	R	04/20/21 01/14/22			C
					Contract No: 21-00008			
			<u>13,504.75</u>					
		Extd Total: LANDFILL DISPOSAL COSTS	13,504.75					
		Department Total: LANDFILL DISPOSAL COSTS	13,504.75					
		CAFR Total:	13,504.75					
Department: MUNICIPAL COURT								
Extd: MUNICIPAL COURT								
1-01-43-490-000-036	MUNICIPAL COURT Office Supplie							
21-02736 11 TULPEHOC	TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY		2.00	R	12/02/21 01/14/22		324429	
21-02736 12 TULPEHOC	TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY		10.75	R	12/02/21 01/14/22		320274	
			<u>12.75</u>					
		Extd Total: MUNICIPAL COURT	12.75					
		Department Total: MUNICIPAL COURT	12.75					
		CAFR Total:	12.75					
CAFR: NON BUDGET SECTION								
Department: TAX OVERPAYMENTS								
Extd: TAX OVERPAYMENTS								
1-01-55-205-000-000	TAX OVERPAYMENTS							
21-02909 1 MOREEHIL WILLIE MOREE JR.	VETERAN EXEMPT REFUND OVERPMT		9,484.74	R	12/29/21 01/14/22			
21-02919 1 MORTGAGE MORTGAGE CONNECT	Refund Overpayment B:56 L:26		2,663.07	R	12/30/21 01/14/22			
21-02921 1 AHMADBIB AHMAD, AMJAD & BIBIYASMIN	Refund overpayment		3,330.52	R	12/30/21 01/14/22			
21-02922 1 SCHREIBE SCHREIBER, NATHANIEL & SARA	REFUND OVERPAYMENT B:284 L:28		5,426.49	R	12/30/21 01/14/22			
			<u>20,904.82</u>					
		Extd Total: TAX OVERPAYMENTS	20,904.82					
		Department Total: TAX OVERPAYMENTS	20,904.82					

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
Department: PROSECUTOR									
1-01-55-275-000-002	TAX APPEALS & COURT JUDGMENTS								
21-02920 1 SPIOTTI7	ROBERT E. SPIOTTI, ESQ	NJ TAX COURT JUDGMENT	1,208.15	R	12/30/21	01/14/22			
	Extd Total:		1,208.15						
	Department Total:	PROSECUTOR	1,208.15						
	CAFR Total:	NON BUDGET SECTION	22,112.97						
	Fund Total:	CURRENT FUND	475,840.68						
	Year Total:		475,840.68						
Fund: CURRENT FUND									
Department: OTHER INSURANCE									
Extd: OTHER INSURANCE									
2-01-23-210-000-130	OTHER INSURANCE B.C. Joint Ins								
22-00011 1 BERJIF	BERGEN COUNTY MUNICIPAL JIF	1st QUARTER 2022 INSTALL BILL	112,955.75	R	01/10/22	01/14/22		BER39-2022	
	Extd Total:	OTHER INSURANCE	112,955.75						
	Department Total:	OTHER INSURANCE	112,955.75						
Department: WORKERS COMPENSATION									
Extd: WORKERS COMPENSATION									
2-01-23-215-000-136	WORKERS COMPENSATION INSURANCE								
22-00011 2 BERJIF	BERGEN COUNTY MUNICIPAL JIF	1st QUARTER 2022 INSTALL BILL	149,943.25	R	01/10/22	01/14/22		BER39-2022	
	Extd Total:	WORKERS COMPENSATION	149,943.25						
	Department Total:	WORKERS COMPENSATION	149,943.25						
Department: GROUP INSURANCE									
Extd: GROUP INSURANCE - INSIDE CAP									
2-01-23-220-000-120	GROUP INSURANCE Dental Insuran								
22-00012 1 DELDEN	DELTA DENTAL OF NJ, INC.	JAN. '22 DENTAL PLAN CHARGES	9,896.30	R	01/10/22	01/14/22		797628	
22-00012 2 DELDEN	DELTA DENTAL OF NJ, INC.	JAN. '22 DENTAL PLAN CHARGES	8,161.73	R	01/10/22	01/14/22		797630	
			<u>18,058.03</u>						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
2-01-23-220-000-122	GROUP INSURANCE Prescription P								
22-00064	1 BENESER BENECARD SERVICES, LLC	JAN 2022 PRESCRIPTION PLAN	38,809.53	R	01/12/22	01/18/22			
		Extd Total: GROUP INSURANCE - INSIDE CAP	56,867.56						
		Department Total: GROUP INSURANCE	56,867.56						
		CAFR Total:	319,766.56						
Department: POLICE DEPART.									
Extd: POLICE DEPART.									
2-01-25-240-000-158	POLICE DEPART. Police Communic								
22-00023	1 SWIFREA SWIFTREACH NETWORKS, LLC	ANNUAL SERVICE 2022	3,500.00	R	01/11/22	01/14/22		INV-38768	
		Extd Total: POLICE DEPART.	3,500.00						
		Department Total: POLICE DEPART.	3,500.00						
		CAFR Total:	3,500.00						
CAFR: NON BUDGET SECTION									
Department: PETTY CASH									
Extd: PETTY CASH									
2-01-55-103-000-000	PETTY CASH								
22-00007	1 BORAE COREY GALLO	C/N'22-OPEN PETTY CASH FUND.	500.00	R	01/07/22	01/14/22			
22-00008	1 BORDPW PHILIP NEVILLE	C/N'22-OPEN PETTY CASH FUND.	200.00	R	01/07/22	01/14/22			
22-00009	1 BORPOL CHIEF MUSTAFA RABBOH	C/N'22-OPEN PETTY CASH FUND.	400.00	R	01/07/22	01/14/22			
			<u>1,100.00</u>						
		Extd Total: PETTY CASH	1,100.00						
		Department Total: PETTY CASH	1,100.00						

Account	Description	Item Description	Amount	Stat/Chk	First Rcvd Enc Date	Chk/Void Date	Invoice	P0 Type
Department: BOARD OF ED-PAYABLE Extd: BOARD OF ED-PAYABLE								
2-01-55-207-000-000 22-00001	BOARD OF ED-PAYABLE 1 BERBDO BERGENFIELD BOARD OF EDUCATION SCHOOL TAXES FOR JANUARY'22.		3,103,309.50	R	01/07/22	01/14/22		
	Extd Total: BOARD OF ED-PAYABLE		3,103,309.50					
	Department Total: BOARD OF ED-PAYABLE		3,103,309.50					
	CAFR Total: NON BUDGET SECTION		3,104,409.50					
	Fund Total: CURRENT FUND		3,427,676.06					
	Year Total:		3,427,676.06					
Fund: GENERAL CAPITAL								
Department: ORDINANCE # 20-2564 Extd: ORDINANCE # 20-2564								
C-04-20-564-000-221 21-02823	SECTION 2-20 (ROADS) 1 REMVERNI REMINGTON & VERNICK ENGINEERS	PROF'L ENGINEERING SERVICES	10,189.50	R	02/16/21 Contract No: 21-00031	01/18/22	0203T063-10	C
C-04-20-564-000-222 21-02675	SECTION 2-20 (PARKS) 1 TMASSOC T&M ASSOCIATES	TWIN BORO FIELD IMPROV. PH. 1	2,690.70	R	04/21/20 Contract No: 20-00038	01/14/22	SE415255	C
C-04-20-564-000-B01 21-02719	VARIOUS ROAD & INFRASTRUCTURE IMPVTS 1 VORSER VORTEX SERVICES, LLC	2020 SANITARY/STORM SEWER REHA	61,152.00	R	12/15/20 Contract No: 20-00047	01/14/22	3	C
	Extd Total: ORDINANCE # 20-2564		74,032.20					
	Department Total: ORDINANCE # 20-2564		74,032.20					
	CAFR Total:		74,032.20					
Department: ORDINANCE # 21-2579 Extd: ORDINANCE # 21-2579								
C-04-21-577-000-221 21-02824	SECTION 2-20 (ROADS) 1 REMVERNI REMINGTON & VERNICK ENGINEERS	PROF'L ENGINEERING SERVICES	18,441.50	R	08/17/21 Contract No: 21-00044	01/18/22	0203T065-8	C

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
C-04-21-577-000-G02 21-02781 1 MOHLIF	DPW-GARAGE LIFT MOHAWK LIFTS, LLC	MOHAWK VEHICLE LIFT: TP-20	37,500.00	R	12/08/21	01/14/22		56102	
C-04-21-577-000-G03 21-01478 1 MORBARK	DPW-TUB GRINDER MORBARK, LLC	TUB GRINDER FOR SHARED USE	472,315.00	R	06/18/21	01/14/22		7866835	
	Tracking Id: SOURCEWELL SOURCEWELL - NATIONAL COOPERATIVE								
		Extd Total: ORDINANCE # 21-2579	528,256.50						
		Department Total: ORDINANCE # 21-2579	528,256.50						
		CAFR Total:	528,256.50						
		Fund Total: GENERAL CAPITAL	602,288.70						
		Year Total:	602,288.70						
Fund: ESCROW Department: ESCROW									
E-08-55-280-010-568 21-02663 1 NEGENG	THE PORADA DEVELOPMENT GROUP, LLC	NEGLIA ENGINEERING ASSOCIATES PROF'L SERVICES	835.00	R	11/22/21	01/18/22		2103458	
E-08-55-280-010-576 21-02778 2 NJMEDI	BOGOTA REALTY GROUP LLC	PUBLIC NOTICE	16.20	R	12/07/21	01/18/22		0004986918	
21-02831 1 MONSCH	NORTH JERSEY MEDIA GROUP	PROF'L SERVICES	3,640.00	R	12/14/21	01/18/22			
21-02831 2 MONSCH	RONALD P. MONDELLO	PROF'L SVCS 5/23/21-6/22/21	149.00	R	12/14/21	01/18/22			
			3,805.20						
E-08-55-280-010-630 21-02778 1 NJMEDI	GAZWEND LITA	PUBLIC NOTICE	16.20	R	12/07/21	01/18/22		0004986901	
		Extd Total:	4,656.40						
		Department Total: ESCROW	4,656.40						
		CAFR Total:	4,656.40						
		Fund Total: ESCROW	4,656.40						
		Year Total:	4,656.40						

Account	Description		Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P0 Type
P.O. Id	Item	Vendor								
Fund:	OTHER TRUST									
CAFR:	OTHER TRUST FUNDS									
Department:	OTHER TRUST FUNDS									
Extd:	OTHER TRUST FUNDS									
T-09-55-280-000-005	RESERVE FOR STREET OPENINGS									
21-02863	1 RIZLAN	RIZZO LANDSCAPING, LLC	RETURN STREET OPENING ESCROW	1,000.00	R	12/17/21	01/18/22			
Extd Total: OTHER TRUST FUNDS				1,000.00						
Department Total: OTHER TRUST FUNDS				1,000.00						
CAFR Total: OTHER TRUST FUNDS				1,000.00						
Fund Total: OTHER TRUST				1,000.00						
Year Total:				1,000.00						
Total Charged Lines:	167	Total List Amount:	4,511,461.84	Total Void Amount:	0.00					

Totals by Year-Fund		Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description								
CURRENT FUND		1-01	475,840.68	0.00	475,840.68	0.00	0.00	475,840.68 ✓
CURRENT FUND		2-01	3,427,676.06	0.00	3,427,676.06	0.00	0.00	3,427,676.06 ✓
GENERAL CAPITAL		C-04	602,288.70	0.00	602,288.70	0.00	0.00	602,288.70 ✓
ESCROW		E-08	4,656.40	0.00	4,656.40	0.00	0.00	4,656.40 ✓
OTHER TRUST		T-09	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00 ✓
Total of All Funds:			<u>4,511,461.84</u>	<u>0.00</u>	<u>4,511,461.84</u>	<u>0.00</u>	<u>0.00</u>	<u>4,511,461.84</u>

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-028

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, Pursuant to N.J.S.A. 54:4-54 Borough of Bergenfield Tax Assessor is hereby authorized to correct the errors in the 2021 & 2022 mother lot assessment for Block 299 Lot 18 located at 186 Melrose Avenue; and

WHEREAS, the Tax Assessor of the Borough of Bergenfield is here authorized to cancel all the mother lot assessment intended for block 299 Lot 18.03 located at 186 Melrose Avenue, and may cancel the erroneous assessment and credit without interest any money paid by the property owner;

THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield that the Tax collector is authorized and directed to cancel all the 2021 & 2022 mother lot Assessment of said property:

BE IT FURTHER RESOLVED, that the Tax Collector is hereby authorized and directed to notified Mr. Daniel Betsalel for said cancellation of the 2021 & 2022 mother lot Assessment of said property; and

BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Bergenfield that copies of this resolution be provided to the Tax Collector and the Tax Assessor.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Marie Quinones

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-029

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, the Borough of Bergenfield is in need of a grant writing consultant to assist in applying for and obtaining Fire Fighter related grant opportunities; and

WHEREAS, FireMed Grant Solutions LLC. has generated a proposal for two-year grant writing consultant services at a cost of \$2,500; and

WHEREAS, the Borough Administrator and Borough Attorney have reviewed the grant consultant services proposal, a copy of which is attached hereto and incorporated herein by reference, for a time and material basis with a maximum cost not to exceed \$2,500 and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the grant writing consultant services proposal generated by FireMed Grant Solutions LLC. and dated December 23rd, 2021 with a maximum cost not to exceed \$2,500 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to forward a copy of this resolution to FireMed Grant Solutions LLC. upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk



PO Box 9161
Allentown, PA 18105-9161
(P) 484-554-2055
(F) 877-662-3331

firemedgrants@gmail.com
www.emsfiregrants.com

GRANT WRITING PROPOSAL

Client: Bergenfield Fire Department
Contact: Steve Naylis

Date: 12/23/2021

Project Title: Equipment	Proposed Funding Source: Assistance to Firefighters Grant
Includes: <ul style="list-style-type: none">• Author one (1) grant proposal and submit all necessary documents to appropriate funding source(s) for Firefighter Operations & Safety related project• All necessary follow-up paperwork and reporting	
FireMed Grant Solutions Fee: \$2,000 (one-time submission) Or \$2,500 (one resubmission if rejected)	

Payment terms: 100% due with signed contract

Thank you for the opportunity to provide this proposal for grant writing services for Bergenfield Fire Department. Please do not hesitate to call me if you have any questions or concerns.

Regards,

Jason

Jason I. Faryniak, MS, GPC, NRP
President / Certified Grants Specialist

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-030

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Remington & Vernick Engineers as Borough Engineer for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Remington & Vernick Engineers as the Borough Engineer for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Borough Engineer attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Remington& Vernick Engineers as Borough Engineer for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Remington & Vernick Engineers upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify that funds are available for the following specific purpose:

**Purpose: Award a contract for Borough Engineer to Remington Vernick
Engineers**

Line Item (or Ordinance) to be Charged:

2-01-20-165-000-028 \$50,000 for General Engineering

**Additional contracts will be awarded throughout the year for various capital
projects**

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **REMINGTON & VERNICK ENGINEERS**, having offices at 300 Penhorn Drive, Secaucus, New Jersey 07094 (hereinafter the "Special Projects Engineer"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. Engineer agrees to act as Borough Engineer for the Borough of Bergenfield for the period from January 1, 2022 to December 31, 2022.

2. All services rendered by the Engineer will be compensated on the basis of the hourly rates for personnel performing the services as set forth in Schedule A, unless some other method of payment is required under this contract or agreed to as provided herein. When it is possible to define precisely the scope of the project and the engineering services to be performed, a lump sum fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In this case, the size and physical characteristics of the project, the estimated time required to complete the project and other relevant factors should be described as completely as possible. A combination of methods for determining total compensation for professional engineering services may be employed for some projects. Services may be compensated by hourly rates for the project, until the precise scope is developed, then by lump sum for the remainder of the services.

3. During the performance of this Contract, the Engineer and other Engineers of the firm agree as follows: they will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Engineer agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Engineer and his firm shall keep in full force and effect general liability insurance in the amount of One Million (\$1,000,000.00) Dollars for one event and Three Million (\$3,000,000.00) Dollars in the aggregate, Ten Million (\$10,000,000.00) Dollars umbrella and Two Million (\$2,000,000.00) Dollars professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Engineer shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. It is understood that this Agreement is awarded to the Engineer as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Engineer which would require the Engineer to infringe upon or violate the Rules of Ethics governing the conduct of Engineers, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Engineer agrees to abide by the Rules of Ethics governing the conduct of Engineers, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Engineer.

7. Not an Employee. The Engineer is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Engineer is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Engineer. In this regard, the Engineer shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The

Engineer shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Engineer, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Engineer acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Engineer agrees that, during the term hereof and for a period of one year after the date the Engineer shall cease performing all services for the Borough (regardless of the term herein), the Engineer shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Engineer himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Engineer agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Engineer shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Engineer hereunder shall not be assigned, sublet or transferred by the Engineer, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

REMINGTON & VERNICK ENGINEERS

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-031

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing T&M Associates as Special Projects Engineer for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with T&M Associates as the Borough's Special Projects Engineer for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Special Projects Engineer attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and T&M Associates as Special Projects Engineer for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to T&M Associates upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

**Certification of Availability of Funds
NJAC 5:30-5**

Date: 1/18/22

To: Mayor and Council

I hereby certify that funds are available for the following specific purpose:

Purpose: Award a contract to T&M Associates as Engineers for special projects

Line Item (or Ordinance) to be Charged:

2-01-20-165-000-028 \$10,000 for General Engineering

Additional contracts may be awarded throughout the year for various capital projects

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **T & M ASSOCIATES**, having offices at 1373 Broad Street, Clifton, New Jersey 07013 (hereinafter the "Special Projects Special Projects Engineer"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Special Projects Engineer agrees to act as Borough Special Projects Engineer for the Borough of Bergenfield with regard to Special Projects designated by the Borough of Bergenfield for the period from January 1, 2022 to December 31, 2022.

2. All services rendered by the Special Projects Special Projects Engineer will be compensated on the basis of the hourly rates for personnel performing the services as set forth in Schedule A, unless some other method of payment is required under this contract or agreed to as provided herein. When it is possible to define precisely the scope of the project and the Special Projects Engineering services to be performed, a lump sum fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In this case, the size and physical characteristics of the special project, the estimated time required to complete the special project and other relevant factors should be described as completely as possible. A combination of methods for determining total compensation for professional Special Projects Engineering services may be employed for some projects. Services may be compensated by hourly rates for the special project, until the precise scope is developed, then by lump sum for the remainder of the services.

3. During the performance of this Contract, the Special Projects Special Projects Engineer and other Special Projects Engineers of the firm agree as follows: they will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Special Projects Special Projects Engineer agrees to abide by the terms and conditions stated within the attached

documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Special Projects Engineer and his firm shall keep in full force and effect general liability insurance in the amount of One Million (\$1,000,000.00) Dollars for one event and Three Million (\$3,000,000.00) Dollars in the aggregate, Ten Million (\$10,000,000.00) Dollars umbrella and Two Million (\$2,000,000.00) Dollars professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Special Projects Engineer shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. It is understood that this Agreement is awarded to the Special Projects Engineer as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Special Projects Engineer which would require the Special Projects Engineer to infringe upon or violate the Rules of Ethics governing the conduct of Special Projects Engineers, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Special Projects Engineer agrees to abide by the Rules of Ethics governing the conduct of Special Projects Engineers, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Special Projects Engineer.

7. Not an Employee. The Special Projects Engineer is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Special Projects Engineer is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the

Special Projects Engineer. In this regard, the Special Projects Engineer shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Special Projects Engineer shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Special Projects Engineer, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Special Projects Engineer acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Special Projects Engineer agrees that, during the term hereof and for a period of one year after the date the Special Projects Engineer shall cease performing all services for the Borough (regardless of the term herein), the Special Projects Engineer shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Special Projects Engineer himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting

contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Special Projects Engineer agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Special Projects Engineer shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Special Projects Engineer hereunder shall not be assigned, sublet or transferred by the Special Projects Engineer, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

T & M ASSOCIATES

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-032

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Rogut McCarthy LLC as Bond Counsel for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Rogut McCarthy LLC as Bond Counsel for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Bond Counsel attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Rogut McCarthy LLC as Bond Counsel for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Rogut McCarthy LLC upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify that funds will be appropriated in the 2022 municipal budget or from bond ordinance appropriations the following specific purpose:

**Purpose: Award a contract for Bond Counsel to Steven Rogut, Esq. of
Rogut, McCarthy, LLC**

Line Item (or Ordinance) to be Charged:

Various Capital Accounts Not to Exceed \$15,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **ROGUT, MCCARTHY, LLC**, having offices at 37 Alden Street, Cranford, New Jersey 07016 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Attorney to perform legal services in connection with all bonding matters involving the Borough of Bergenfield and shall render said legal services for the period from January 1, 2022 to December 31, 2022.

2. The Borough agrees to pay the Attorney a sum equal to the amounts set forth in the "Fee Schedule" attached hereto as Exhibit A and made a part hereof. In addition, any out-of-pocket expenses incurred in the course of rendering legal services to the Borough shall be billed for and reimbursed at cost.

3. During the performance of this contract, the Attorney agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Attorney and his firm shall keep in full force and effect lawyers' professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Attorney shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. It is understood that this Agreement is awarded to the Attorney as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney to infringe upon or violate the Rules of Ethics governing the conduct of Attorneys, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Attorney agrees to abide by the Rules of Ethics governing the conduct of Attorneys, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Attorney.

7. Not an Employee. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Attorney agrees that, during the term hereof and for a period of one year after the date the Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Attorney hereunder shall not be assigned, sublet or transferred by the Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such

waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

ROGUT MCCARTHY LLC

STEVEN ROGUT, ESQ.

Fees

The fee for the approval of general obligations bonds at public sale consists of a base fee of \$5,000 plus a fee of \$1.00 per \$1,000 of bonds approved.

All issues of bonds regardless of the dollar amount require an additional \$1,000 charge for each series for an issue with multiple series of bonds.


Bond ordinances and other capital ordinances will be billed on the basis of \$400 per ordinance prepared or reviewed. Multipurpose ordinances will be billed at a minimum of \$750. There is no charge for reviewing existing bond ordinances for new clients.

Issues for notes in anticipation of the issuance of bonds are based on a charge of \$50 per \$100,000 of notes prepared, or fraction thereof, with a minimum of \$500 for each issue of notes.

Disbursements are added separately as part of any billing.

The fee schedule does not cover matters requiring more than ordinary time and travel. Such schedule also does not apply to general obligation refunding issues or to revenue bond issues. Additional charges would be made for the public offering of bonds of the municipality and for an offering of notes of the municipality involving the preparation of an offering statement to accompany the Notice of Sale and the preparation of multiple notes. We do not bill separately for time spent on telephone calls or routine legal research in the course of doing our regular work for clients (bond ordinances, notes and bond issues). However, responses to inquiries involving research on complicated questions of law, review or preparation of financing documents for special financings, special tax counsel opinions, and attendance at meetings would be charged separately at the following hourly rates: \$150 for a partner, \$125 for an of counsel and \$100 for an associate.

ROGUT MCCARTHY LLC



Steven L. Rogut
Member

Dated: November 15, 2021

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-033

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing McCusker, Anselmi, Rosen & Carvelli, P.C. as Labor Counsel for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with McCusker, Anselmi, Rosen & Carvelli, P.C as Labor Counsel for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Labor Counsel attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and McCusker, Anselmi, Rosen & Carvelli, P.C. as Labor Counsel for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to McCusker, Anselmi, Rosen & Carvelli, P.C upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

Purpose: Award of a contract to John Shahdanian, Esq. of McCusker Anselmi Rosen Carvelli for Services as Labor Counsel for calendar year 2022

Line Item (or Ordinance) to be Charged:

2-01-20-155-000-108 Not to Exceed \$ 65,000

Richard Cahill, CFO

THIS AGREEMENT made the day of JANUARY, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **MCCUSKER ANSELM ROSEN & CARVELLI, P.C.** having offices at 210 Park Avenue, Ste. 301, Florham Park, New Jersey 07932 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Attorney to perform legal services as its Labor Counsel, and shall render said legal services for the period from January 1, 2022 to December 31, 2022.

2. The Borough agrees to pay the Labor Counsel an hourly fee of \$140.00 per hour for attorneys and \$80.00 per hour for paralegals.

3. During the performance of this contract, the Attorney agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Attorney and his firm shall keep in full force and effect lawyers' professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Attorney shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. Certification and Professional Responsibility.
The Borough shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney to

infringe upon or violate the Rules of Ethics governing the conduct of Attorneys, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Attorney agrees to abide by the Rules of Ethics governing the conduct of Attorneys, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Attorney.

6. Not an Employee. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

7. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

8. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

9. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Attorney agrees that, during the term

hereof and for a period of one year after the date the Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

10. N.J. Business Registration Requirements. The Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

11. Prohibition Against Assignment. The rights of the Attorney hereunder shall not be assigned, sublet or transferred by the Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

MCCUSKER ANSELM ROSEN CARVELLI

JOHN SHAHDANIAN, II, ESQ.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-034

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Boggia Boggia Betesh & Voytus, LLC as Tax Appeal Counsel for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Boggia Boggia Betesh & Voytus, LLC as Tax Appeal Counsel for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Tax Appeal Counsel attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Boggia Boggia Betesh & Voytus, LLC as Tax Appeal Counsel for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Boggia Boggia Betesh & Voytus, LLC upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18 ,2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/2022

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

Purpose: Award of a contract to Boggia, Boggia and Betesh as Tax Appeal Attorney

Line Item (or Ordinance) to be Charged:

2-01-20-155-000-107 Not to Exceed \$ 30,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **BOGGIA, BOGGIA, BETESH & VOYTUS, LLC** having offices at 71 Mt. Vernon St., Ridgefield Park, New Jersey 07660 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Attorney to perform legal services as its Tax Appeal Attorney, and shall render said legal services for the period from January 1, 2022 to December 31, 2022.

2. The Borough agrees to pay the Attorney an hourly rate of One Hundred Twenty-Five (\$125.00) Dollars for all work relating to the defense of the Borough's property tax appeals with a not to exceed amount of \$25,000.00 for the term of this agreement. Photocopying will be billed at \$.10 per copy. In addition, any out-of-pocket expenses incurred in the course of rendering legal services to the Borough shall be billed for and reimbursed at cost. The Attorney will submit vouchers in the form provided for by the Borough on a monthly basis, if needed.

3. During the performance of this contract, the Attorney agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Attorney and his firm shall keep in full force and effect lawyers' professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Attorney shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough

shall have the option of immediately terminating this Contract.

5. The Attorney hereby agrees that any and all requests for appraisal reports must first be approved by the Borough Administrator, and that all tax appeal settlements resulting in a refund to the taxpayer must be approved by either by the Borough Administrator or the Bergenfield Governing Body before said settlement can be finalized with the Tax Court.

6. The Attorney further agrees to provide the Borough with a written report as to the status of all pending tax appeals no later than the first day of each month of the contract term. Said report shall identify the property, upcoming trial dates, the status of discovery or pending motions and that status of any settlement discussions that may take place.

7. It is understood that this Agreement is awarded to the Attorney as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

8. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney to infringe upon or violate the Rules of Ethics governing the conduct of Attorneys, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Attorney agrees to abide by the Rules of Ethics governing the conduct of Attorneys, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Attorney.

9. Not an Employee. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance

in amounts and in a form satisfactory to the Borough Administrator.

10. Termination for Cause: This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

11. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

12. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Attorney agrees that, during the term hereof and for a period of one year after the date the Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

13. N.J. Business Registration Requirements. The Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

14. Prohibition Against Assignment. The rights of the Attorney hereunder shall not be assigned, sublet or transferred by the Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

15. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

BOGGIA BOGGIA BETESH & VOYTUS, LLC

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-035

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Lerch, Vinci & Higgins, LLP as Borough Auditor for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Lerch, Vinci & Higgins, LLP as Borough Auditor for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Borough Auditor attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Lerch, Vinci & Higgins, LLP as Borough Auditor for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Lerch, Vinci & Higgins, LLP upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify that funds are available for the following specific purpose:

**Purpose: Award a contract for Borough Auditor to Lerch Vinci & Higgins,
LLP**

Line Item (or Ordinance) to be Charged:

2-01-20-135-000-261

Not to Exceed \$75,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **LERCH, VINCI & HIGGINS, LLP**, having offices at 17-17 Route 208, Fair Lawn, New Jersey 07410 (hereinafter the "Auditor"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Auditor to perform services as its Borough Auditor, and shall render said services for the period January 1, 2022 through December 31, 2022 as set forth in the attached proposal.

2. The Borough agrees to pay the Auditor a fee in accord with the attached proposal for the aforesaid services.

3. During the performance of this contract, the Auditor agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Auditor agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Auditor and his firm shall keep in full force and effect professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Auditor shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. It is understood that this Agreement is awarded to the Borough Auditor as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Auditor which would require the Auditor to infringe upon or violate the Rules of Ethics governing the conduct of Auditors, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Auditor agrees to abide by the Rules of Ethics governing the conduct of Auditors, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Auditor.

7. Not an Employee. The Auditor is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Auditor is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Auditor. In this regard, the Auditor shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Auditor shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Auditor, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Auditor acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government

Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Auditor agrees that, during the term hereof and for a period of one year after the date the Auditor shall cease performing all services for the Borough (regardless of the term herein), the Auditor shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Auditor himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Auditor agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Auditor shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Auditor hereunder shall not be assigned, sublet or transferred by the Auditor, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

LERCH, VINCI & HIGGINS, LLP

By _____
PAUL LERCH

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-036

Offered by _____

Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing GJEM-Otterstedt Insurance Agency as Risk Manager for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with GJEM-Otterstedt Insurance Agency as Risk Manager for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Risk Manager attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and GJEM-Otterstedt Insurance Agency as Risk Manager for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to GJEM-Otterstedt Insurance Agency upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

**Purpose: Award a contract for a Risk Management Consultant to
GJEM/Otterstedt Insurance Agency, Inc.**

Line Item (or Ordinance) to be Charged:

2-01-23-210-000-033

Not to Exceed \$40,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **GJEM/OTTERSTEDT INSURANCE AGENCY** having its principal office at 363 Cedar Lane, Teaneck, New Jersey 07666 (hereinafter designated as the "Consultant"), party of the second part.

WITNESSETH:

WHEREAS, the Municipality is a member of the Bergen County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint insurance Fund (hereinafter referred to as the Funds); and

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required by the Funds; and

WHEREAS, the Municipality desires these professional services pursuant to the resolution adopted by the Municipality at a meeting held on January 4, 2022 for a one year term expiring on December 31, 2022; and

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, it is agreed by and between the parties as follows:

1. The Consultant, for and in consideration of the amount stated hereinafter, agrees to provide services to the Municipality as follows:

A. Assist the Municipality in identifying its insurable property and casualty exposures and recommend professional methods to reduce, assume, transfer the risk of loss.

B. Assist the Municipality in understanding and selecting the various coverages available from the Funds.

C. Review with the Municipality any additional coverages that the Consultant thinks should be carried but are not available from the Funds and, subject to the Municipality's authorization, place such coverage outside the Funds.

D. Assist the Municipality in the preparation of applications, statements of values and similar documents requested by the Funds, it being understood that this Agreement does not include any appraisal work by the Consultant.

E. Review the Municipality's assessment as prepared by the Funds and assist the Municipality in preparation of its annual insurance budget.

F. Review any loss and engineering reports and generally assist the Municipality in its loss containment objectives.

G. Assist where needed in the settlement of claims, it being understood that the scope of the Consultant's involvement does not include the work normally performed by a public adjuster.

2. The consultant shall be paid by the Fund on behalf of the Municipality a fee as compensation for services rendered, an amount equal to six percent (6%) of the Municipality's annual assessment as promulgated by the Fund. Said fees are to be included in the Municipalities assessment.

3. For any insurance coverages authorized by the Municipality to be placed outside the Fund, the Consultant shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in 2. above.

4. This Agreement shall be for one (1) year expiring on December 31, 2022 or until a successor is appointed thereafter. This Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at no less than thirty (30) days thereafter. In the event of termination of this Agreement, the Consultant's fees outlined in 2. above shall be prorated to date of termination.

5. It is understood that this agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1)9a (i) and (ii) as the practice of risk management consultant is regulate by law and the Consultant represents that it is authorized to

practice the risk management profession. The services contemplated by this Agreement shall be performed under the supervision of Ezio Altamura.

6. The mandatory affirmative action requirements of N.J.A.C. 17:27-1 et. seq., set forth in Exhibit A attached hereto, are incorporated into the terms and conditions of this Agreement.

7. This Contract has been awarded to the Consultant based on the merits and abilities of the Consultant to provide the goods and or services described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16, in one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective office of the municipality when the contract is awarded, or to any candidate committee of any person serving in an elective capacity of that municipality when the contract is awarded.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS

GJEM/OTTERSTEDT INSURANCE AGENCY

EZIO I. ALTAMURA

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-037

Offered by _____

Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Millennium Strategies as Grant Writer and Consultant for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Millennium Strategies as Grant Writer and Consultant for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Grant Writer and Consultant attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Millennium Strategies as Grant Writer and Consultant for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Millennium Strategies upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

Purpose: Award a contract for a Grants Consultant to Millennium Strategies

Line Item (or Ordinance) to be Charged:
2-01-20-105-000-028

\$39,600

Richard Cahill, CFO

Millennium Strategies, LLC
60 Roseland Avenue
Caldwell, NJ 07006

This Agreement is made and entered into this the ____ day of January, 2022 by and between **Millennium Strategies, LLC** (herein referred to as "Consultant") located at 60 Roseland Avenue, Caldwell, New Jersey 07006 and the **Borough of Bergenfield** (herein referred to as "Client") located at 198 North Washington Avenue, Bergenfield NJ 07621.

SCOPE OF SERVICES

Consultant will provide professional services on behalf of Client to include but not limited to:

1. Creation and implementation of a Strategic Plan -- We will assist the Borough of Bergenfield in setting realistic goals based on past performance and current and future opportunities for one calendar year.
2. Notification of all available governmental and non-governmental funding opportunities -- The Borough of Bergenfield will receive detailed memoranda of potential funding opportunities that include an explanation of what Millennium will do and what the Borough's responsibilities are in order to complete the grant application and produce the best possible product for submission; for grants for fire, police and emergency services from state, federal and private funding sources.
3. Research, preparation, submission and all appropriate follow up including appropriate legislative support of all available governmental and non-governmental funding applications;
4. Attendance at meetings of the Borough Council and other governmental meetings as requested with 48 hours' notice.
5. Client agrees to make key and informed personnel available for Consultant information requests. Grant Applications require timely submittals and support documentation. Consultant shall not be responsible for missing deadlines due to Client non-response or untimely response. Consultant will communicate in writing information and date requests along with necessary return dates. Consultant will use best effort and judgment to submit applications and appropriation requests in a complete manner, in the absence of complete information and/or dates, so as not to miss a submittal deadline.

TERM

The term of this Agreement shall be from January 1, 2022 through December 31, 2022.

**Millennium Strategies, LLC
60 Roseland Avenue
Caldwell, NJ 07006**

COMPENSATION

Consultant shall receive a consulting fee in the amount of \$3,300 each month for the term of this contract. This contract will not exceed \$39,600 in the contract period. There are no hidden fees and the fees include all travel time and expenses as well as attendance at all meetings. Invoices will be rendered on the first (1st) day of each subsequent month and be due and payable by the tenth (10th) day of each month. All fees are non-refundable as paid.

TERMINATION

Either party may terminate this Agreement at any time by giving written notice, delivered by registered mail to the office of the other party. Termination shall occur fourteen (14) days after posting of such notice. Upon termination or conclusion of the Agreement term, the retainer arrangement will cease.

HOLD HARMLESS

Each party hereby agrees to indemnify and hold the other parties harmless from any expense, loss, liability, or claim incurred directly or indirectly by the responsible party with respect to any actions or omissions, authorized or unauthorized, of such party, its employees, agents servants subcontractors, or assignees with respect to this Agreement. Indemnification shall include, but not be limited to fees, claims, demands, and losses, court costs, settlement costs, and counsel fees whatsoever the nature, without limitation.

AFFIRMATIVE ACTION LANGUAGE

During the performance of this Contract, the Grants Consultant and other Consultants of the firm agree as follows: they will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

INSURANCE

The Grants Consultant and his firm shall keep in full force and effect general liability insurance in the amount of One Million (\$1,000,000.00) Dollars for one event and Three Million (\$3,000,000.00) Dollars in the aggregate, Ten Million (\$10,000,000.00) Dollars umbrella and Two Million (\$2,000,000.00) Dollars professional liability insurance. In the event that this insurance is

**Millennium Strategies, LLC
60 Roseland Avenue
Caldwell, NJ 07006**

cancelled for any reason whatsoever, the Grants Consultant shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

ASSIGNABILITY

This Agreement is not assignable without the consent of all parties.

BINDING

This Agreement shall be binding upon each party's successors or assignees.

LAW

The terms of this Agreement shall be governed by the laws of the State of New Jersey.

DISPUTES

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Superior Court of Bergen County. Each of the parties to this Agreement further stipulates and agrees to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Bergen County in such dispute or proceeding.

AGREED TO AND ACCEPTED BY:

Witness:

Millennium Strategies, LLC

By: _____
CEO

Witness:

Borough of Bergenfield

By: _____
Corey Gallo, Borough Adm.

By: _____
Arvin Amatorio, Mayor

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-038

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Associated Appraisal Group as Borough Appraiser for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Associated Appraisal Group for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Borough Appraiser attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Associated Appraisal Group as Borough Appraiser for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Associated Appraisal Group upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

**Purpose: Award a contract for Associated Appraisal Group Inc. as the
Borough Appraiser**

Line Item (or Ordinance) to be Charged:

2-01-20-150-000-028 Not to Exceed \$22,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **ASSOCIATED APPRAISAL GROUP**, having offices at 6 Commerce Drive, Cranford, New Jersey 07016 (hereinafter the "Appraiser"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Appraiser agrees to act as Municipal Appraiser for the Borough of Bergenfield with regard to negotiations, preliminary analysis, conferences, complete appraisal reports, preparation of exhibits and expert testimony on issues designated by the Borough of Bergenfield for the period from January 1, 2022 to December 31, 2022.

2. All services rendered by the Appraiser will be compensated on the basis of the hourly rates for personnel performing the services as set forth in the attached Fee Schedule, unless some other method of payment is required under this contract or agreed to as provided herein.

3. During the performance of this Contract, the Appraiser and other Appraisers of the firm agree as follows: they will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Appraiser agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Appraiser and his firm shall keep in full force and effect general liability insurance in the amount of One Million (\$1,000,000.00) Dollars for one event and Three Million (\$3,000,000.00) Dollars in the aggregate, Ten Million (\$10,000,000.00) Dollars umbrella and Two Million (\$2,000,000.00) Dollars professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Appraiser shall immediately notify

the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. It is understood that this Agreement is awarded to the Borough Appraiser as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Appraiser which would require the Appraiser to infringe upon or violate the Rules of Ethics governing the conduct of appraisers, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Appraiser agrees to abide by the Rules of Ethics governing the conduct of appraisers, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Appraiser.

7. Not an Employee. The Appraiser is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Appraiser is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Appraiser. In this regard, the Appraiser shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Appraiser shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless

expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Appraiser, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Appraiser acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Appraiser agrees that, during the term hereof and for a period of one year after the date the Appraiser shall cease performing all services for the Borough (regardless of the term herein), the Appraiser shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Appraiser himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Appraiser agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Appraiser shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Appraiser hereunder shall not be assigned, sublet or transferred by the Appraiser, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the

subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

ASSOCIATED APPRAISAL GROUP

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-039

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Steven Sciancalepore, Esq. as Alternate Public Defender for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Steven Sciancalepore, Esq. for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Borough Alternate Public Defender attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Steven Sciancalepore, Esq. as Borough Alternate Public Defender for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Steven Sciancalepore, Esq. upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/2022

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

**Purpose: Award of a contract to Steven Sciancalpore, Esq. as the Borough's
Alternate Public Defender**

Line Item (or Ordinance) to be Charged:

2-01-43-495-000-028 Not to Exceed \$ 2,000

Richard Cahill, CFO

THIS AGREEMENT made the day of JANUARY, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **STEVEN SCIANCALEPORE, ESQ.**, having offices at 615 Kearny Avenue, Kearny, New Jersey 07032 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

WHEREAS, on January 4, 2022, the Mayor and Council of the Borough of Bergenfield appointed Steven Sciancalepore, Esq. as Alternate Public Defender for the term January 1, 2022 through December 31, 2022; and

WHEREAS, both parties hereby agree that the Alternate Public Defender shall perform the duties of Alternate Public Defender in and for the Borough as prescribed by the laws of the State of New Jersey and by the rules and regulations made thereby by the Borough including, but not limited to, those job descriptions and responsibilities as enumerated in this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. SERVICES. The Borough shall employ the Attorney to perform legal services as its Alternate Public Defender.

2. COMPENSATION. The Borough agrees to pay the Alternate Public Defender a rate of One Hundred Fifty (\$150.00) Dollars per hour for his attendance at all hearings requested by the Court and/or Borough. The Attorney will submit vouchers in the form provided for by the Borough on a monthly basis, if needed.

3. TERM. The Borough engages the Alternate Public Defender to render legal services to the Borough for a term commencing January 1, 2022 through December 31, 2022 or until the qualification and appointment of a successor or at the pleasure of the Borough, whichever shall first occur or be exercised, respectively.

4. NOT AN EMPLOYEE. The Alternate Public Defender is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of

compensation be required by state or federal law. The Alternate Public Defender is an independent contractor whose actions and work shall not be considered as that of the Borough but shall be that of the Alternate Public Defender. In this regard, the Alternate Public Defender shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

5. TERMINATION FOR CAUSE. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Alternate Public Defender shall be entitled to be paid for services satisfactorily performed up to the date of termination.

6. SEVERABILITY. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with the Contract, and shall convey to the Alternate Public Defender, no other rights other than those expressly referred to in this Contract.

7. COMPLIANCE WITH STATE AND LOCAL REGULATIONS.

(a) This Contract is one for "Professional Services as same as defined by the New Jersey Public Contracts Law.

(b) The Alternate Public Defender acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.) including financial reporting requirements, as well as the Borough Code of Ethics. The Alternate Public Defender agrees that during the term hereof and for a period of one year after the date Alternate Public Defender shall cease performing all services for the Borough (regardless of the term herein), the Alternate Public Defender shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Alternate Public Defender himself, from representing any resident or party within the Borough and at any time but only to the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Contract is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for

professional services and notwithstanding any term herein may be amended or supplemented in order to effectuate any such regulation or statute. In such event this Contract shall be amended accordingly and the Alternate Public Defender agrees to be bound by the terms, provisions and obligations of said regulations.

8. NON-DISCRIMINATION. During the performance of this contract, the Alternate Public Defender agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Alternate Public Defender will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status sex affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection or training, including apprenticeship. The Alternate Public Defender agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause. The Alternate Public Defender in all solicitations or advertisements for employees placed by or on behalf of the Alternate Public Defender, states that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. The Alternate Public Defender agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

The Alternate Public Defender agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.

The Alternate Public Defender agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that the Alternate Public Defender does not

discriminate on the basis of age, creed, color, national origin ancestry, marital status, sex, affectional or sexual orientation, and the Alternate Public Defender will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Alternate Public Defender agrees to review all procedures relating to transfer, upgrading, downgrading and lay off to ensure that all such action are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and confirm with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decision.

The Alternate Public Defender shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be required by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

9. JURISDICTION. The law which shall be used to interpret this Agreement including the "Choice of Law" Rules shall be the law of the jurisdiction where the Borough is located. The parties hereby agree that the Alternate Public Defender may only be sued in the State in which the Alternate Public Defender has its principal office for business and only in the county or local judicial district in which said office is located. The parties also agree that in the event of a suit that a determination as to the outcome of the suit shall be made by a jury.

10. PROFESSIONAL LIABILITY INSURANCE. The Alternate Public Defender and his firm shall keep in full force and effect professional liability insurance indemnifying itself against any and all forms of professional malpractice and/or other types of liability in a minimum amount of \$1,000,000.00. In the event that this insurance is cancelled for any reason whatsoever, the Alternate Public Defender shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

11. ENTIRE AGREEMENT. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding to the contrary are specifically disavowed.

This Contract constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of the provision of this Agreement shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

STEVEN SCIANCALEPORE, ESQ.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-040

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Marc A. Calello, Esq. as Borough Prosecutor for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Marc A. Calello, Esq. for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Borough Prosecutor attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Marc A. Calello, Esq. as Borough Prosecutor for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Marc A. Calello, Esq. upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

Purpose: Award a contract for Borough Prosecutor services to Marc A. Calello, Esq.

Line Item (or Ordinance) to be Charged:

2-01-25-275-000-028 Not to Exceed \$20,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **MARC A. CALELLO, ESQ.**, having offices at 395 Franklin Street, Bloomfield, New Jersey 07003 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Attorney to perform legal services as its Borough Prosecutor, and shall render said legal services for the period from January 1, 2022 to December 31, 2022.

2. The Borough agrees to pay the Attorney (a) an annual retainer in the amount of \$18,000.00 to be paid as follows: \$1,500.00 per month for court sessions; and (b) One Hundred Fifty (\$150.00) Dollars per hour for litigation.

3. During the performance of this contract, the Attorney agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Attorney and his firm shall keep in full force and effect lawyers' professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Attorney shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. It is understood that this Agreement is awarded to the Attorney as a "Professional Contract" without

competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney to infringe upon or violate the Rules of Ethics governing the conduct of Attorneys, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Attorney agrees to abide by the Rules of Ethics governing the conduct of Attorneys, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Attorney.

7. Not an Employee. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Attorney agrees that, during the term hereof and for a period of one year after the date the Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Attorney hereunder shall not be assigned, sublet or transferred by the Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

MAC LAW GROUP

MARC A. CALELLO, ESQ.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-041

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Linda H. Schwager, Esq. as Alternate Borough Prosecutor for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Linda H. Schwager, Esq. for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and the Alternate Borough Prosecutor attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Linda H. Schwager, Esq. as Alternate Borough Prosecutor for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Linda H. Schwager, Esq. upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/22

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

**Purpose: Award a contract for Alternate Borough Prosecutor services to
Linda H. Schwager, Esq.**

Line Item (or Ordinance) to be Charged:

2-01-25-275-000-028

Not to Exceed \$2,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **LINDA H, SCHWAGER, ESQ.** having offices at 195 Ramapo Valley Road, Oakland, New Jersey 07436 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Attorney to perform legal services as its Alternate Borough Prosecutor, and shall render said legal services for the period commencing the date of execution of this agreement through December 31, 2022.

2. The Borough agrees to pay the Attorney as follows: (a) One Hundred Fifty (\$150.00) Dollars per hour for attendance at court sessions; and (b) One Hundred Fifty (\$150.00) Dollars per hour for litigation.

3. During the performance of this contract, the Attorney agrees as follows: she will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Attorney and her firm shall keep in full force and effect lawyers' professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Attorney shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. NOT AN EMPLOYEE. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what

is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

6. TERMINATION FOR CAUSE. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

7. SEVERABILITY. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with the Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

8. COMPLIANCE WITH STATE AND LOCAL REGULATIONS.

(a) This Contract is one for "Professional Services as same as defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.) including financial reporting requirements, as well as the Borough Code of Ethics. The Attorney agrees that during the term hereof and for a period of one year after the date Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself, from representing any resident or party within the Borough and at any time but only to the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Contract is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplemented in order to effectuate any such

regulation or statute. In such event this Contract shall be amended accordingly and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

9. JURISDICTION. The law which shall be used to interpret this Agreement including the "Choice of Law" Rules shall be the law of the jurisdiction where the Borough is located. The parties hereby agree that the Attorney may only be sued in the State in which the Attorney has its principal office for business and only in the county or local judicial district in which said office is located. The parties also agree that in the event of a suit that a determination as to the outcome of the suit shall be made by a jury.

10. ENTIRE AGREEMENT. The parties agree that the terms and conditions of this Agreement contain the complete Agreement of the parties and any oral understanding to the contrary are specifically disavowed.

This Contract constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of the provision of this Agreement shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

LINDA H. SCHWAGER, ESQ.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-042

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing Phoenix Advisors for Continuing Disclosure and Independent Registered Municipal Advisor Services for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Phoenix Advisors for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Bergenfield and Phoenix Advisors attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and Phoenix Advisors for Continuing Disclosure and Independent Registered Municipal Advisor Services for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Phoenix Advisors upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/2022

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

Purpose: Award of a contract to Phoenix Advisors LLC for Municipal Advisor Services for calendar year 2022

Line Item (or Ordinance) to be Charged:

2-01-20-130-000-028 \$ 1,050

Capital Accounts for bonding costs-amounts unknown at this time.

Richard Cahill, CFO

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the day of January, 2022 is made

BETWEEN the Borough of Bergenfield, whose principal business address is 198 N. Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter "Borough"),

AND Phoenix Advisors, LLC, whose business address is 625 Farnsworth Avenue, Bordentown, New Jersey 08505 (hereinafter "Municipal Advisor") and

WHEREAS, on January 4, 2022, a resolution was passed appointing the Municipal Advisor to conduct the referenced services needed in the Borough; and

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Municipal Advisor to provide Continuing Disclosure and Independent Registered Municipal Advisor Services as set forth in the Municipal Advisor Proposal attached hereto.

2. Payment. Municipal Advisor shall receive a flat monthly fee in the amount of \$3,300 for the term of this contract. The initial authorization of this contract shall not exceed the amount of \$39,600. There are no hidden fees and the fees include all travel time and expenses as well as attendance at all meetings. Invoices will be rendered on the first (1st) day of each subsequent month and be due and payable by the tenth (10th) day of each month. All fees are non-refundable as paid.

3. Duration. This Agreement shall be for the term January 1, 2022 through December 31, 2022. This Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at no less than thirty (30) days thereafter. In the event of termination of this Agreement, the Municipal Advisor's fees outlined in 2 above shall be determined as of the date of termination.

4. During the performance of this contract, the Municipal Advisor agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, nationality or sex. Further, the Municipal Financial Advisor agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

5. The Municipal Advisor and his firm shall keep in full force and effect professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Municipal Advisor shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

6. Legal Action: The parties agree that in the event of legal action by either party, same shall be by Court proceedings and the parties hereby waive arbitration as a forum for resolution of any dispute.

7. Exhibits: Any documents referenced in this Agreement are made part of this Contract as if set forth in length herein.

8. Default: Municipal Advisor agrees that in the event of its default under the terms of this Agreement which necessitates legal action by the Borough against Municipal Advisor or its Surety, that upon adjudication of said suit in the Borough's favor, that the Borough shall be entitled to receive (i) costs of suit; (ii) costs of discovery; (iii) reasonable counsel fees in an amount awarded by the Court; and (iv) the Borough's fees for completion of consulting services and expert preparation and testimony in Court in such amounts as awarded by the Court and that said remedies shall be in addition to such damages as are awarded by the Court on the merits of the Borough's claim.

9. This Contract constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of the provision of this Agreement shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper

officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES-WILSON
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

PHOENIX ADVISORS LLC

President & CEO

**BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY**

RESOLUTION No. 22-043

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, on January 4, 2022, a resolution was adopted appointing John L. Schettino, Esq. as the Borough Attorney for the year 2022; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with John Schettino, Esq. as the Borough Attorney for the year 2022; and

WHEREAS, the Mayor and Council have reviewed the attached Professional Services Agreement between the Borough of Bergenfield and the Borough Attorney attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Professional Services Agreement between the Borough and John L. Schettino, Esq. as Borough Attorney for the year 2022 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Professional Services Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to John Schettino, Esq. upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

Certification of Availability of Funds
NJAC 5:30-5

Date: 1/18/2022

To: Mayor and Council

I hereby certify to the availability of public funds for the following specific purpose:

Purpose: Award of a contract to John L. Schettino to serve as Borough Attorney

Line Item (or Ordinance) to be Charged:

2-01-20-155-000-107 Not to Exceed \$ 125,000

Richard Cahill, CFO

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **JOHN L. SCHETTINO, ESQ.**, having offices at 800 Main Street, Ste. 101, Hackensack, Bergen County, New Jersey 07601 (hereinafter designated as the "Borough Attorney"), party of the second part.

WITNESSETH:

WHEREAS, the Mayor and Council of the Borough of Bergenfield on January 4, 2022 appointed John L. Schettino, Esq., to serve as Borough Attorney pursuant to N.J.S.A. 40A:9-139 for a term of one year commencing January 1, 2022 through December 31, 2022; and

WHEREAS, the Borough Attorney is legally qualified to render the services required of this position and is a member of the New Jersey Bar in good standing; and

WHEREAS, the services to be rendered under this Agreement meet the definition of "Professional Services" as set forth in N.J.S.A. 40A:11-2(6); and

WHEREAS, under the local Public Contracts law, N.J.S.A. 40A:11-1 et seq., it is necessary for the Borough to enter into a written contract with the Borough Attorney specifying the services to be performed and the compensation to be paid:

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, it is agreed by and between the parties as follows:

1. Services to be Rendered. The Borough shall employ John L. Schettino, Esq. as Borough Attorney for the period from January 1, 2022 to December 31, 2022 or until his successor is appointed. John L. Schettino, Esq. agrees to serve as Borough Attorney for the Borough with regard to various legal matters within the Borough of Bergenfield that might be necessary to represent the Borough as their Attorney. The Borough Attorney shall render the usual professional services that might be necessary to the Borough in accordance with the Ordinance adopted by the Borough of Bergenfield and the New Jersey Statutes and administrative regulations applicable to municipal attorneys.

2. Compensation. The Borough agrees to pay the Borough Attorney an annual retainer of Forty-Five Thousand, (\$45,000.00) Dollars payable in twelve (12) monthly installments of \$3,750.00 which shall include attendance at regular meetings, consultation with all members of the Governing Body and employees of the Borough; review of routine correspondence, drafting of routine resolutions and minor ordinances. Any legal services which fall outside of the aforementioned duties shall be considered "extraordinary legal work", which shall be paid at the following hourly rates:

John L. Schettino, Esq.	\$150.00
Associate Attorneys	\$120.00

Examples of extraordinary legal work shall include litigation, reviewing and negotiating contracts and agreements, performing legal research associated with the performance of extraordinary legal work, reviewing and/or drafting bid specification documents and any mandatory appearances made on behalf of the Borough.

In addition, filing fees, postage and other expenditures incurred in the course of rendering legal services to the Borough shall be billed for and reimbursed in accordance with the customary practice. Photocopies will be billed at a rate of ten (.10) cents per page.

3. Affirmative Action Compliance. During the performance of this Agreement, the Borough Attorney agrees as follows: he will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Further, the Borough Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. Maintenance of Malpractice Insurance. As counsel for the Borough of Bergenfield, the Borough Attorney shall maintain in full force and effect professional liability insurance in an amount of \$1,000,000.00 per year. A

photocopy of the firm's insurance certificate is attached hereto.

5. It is understood that this Agreement is awarded to the Borough Attorney as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney to infringe upon or violate the Rules of Ethics governing the conduct of lawyers, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Attorney agrees to abide by the Rules of Ethics governing the conduct of lawyers, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Attorney.

7. Not an Employee. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not

to be read in pari-material with this Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Attorney agrees that, during the term hereof and for a period of one year after the date the Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Attorney hereunder shall not be assigned, sublet or transferred by the Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties.

No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS

LAW OFFICE OF JOHN L. SCHETTINO, LLC

JOHN L. SCHETTINO, ESQ.

**BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY**

RESOLUTION No. 22-044

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

**RESOLUTION AUTHORIZING THE BOROUGH OF BERGENFIELD TO
PARTICIPATE IN THE NATIONWIDE SETTLEMENT AGREEMENTS WITH
JOHNSON & JOHNSON, MCKESSON, CARDINAL HEALTH, AND
AMERISOURCEBERGEN TO RESOLVE CLAIMS INVOLVING THEIR ROLES
IN THE COUNTRY'S OPIOID CRISIS**

WHEREAS, the ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many in the Borough of Bergenfield; and

WHEREAS, the Borough of Bergenfield is a party to a class action lawsuit filed by state, local, and tribal governments, hospitals, individuals, and insurers, seeking damages against opioid manufacturers, distributors, and retailers in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, in the District Court for the Northern District of Ohio; and

WHEREAS, on August 20, 2021, Acting Attorney General Andrew J. Bruck announced that New Jersey intends to join nationwide settlement agreements with New Jersey based pharmaceutical company Johnson & Johnson and the United States' three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen, to resolve claims involving their roles in fomenting the country's opioid crisis; and

WHEREAS, participation in the nationwide settlements will not only hold the companies financially accountable by requiring payments of as much as \$26 billion, the settlements will provide funding to support programs that address the opioid epidemic in New Jersey and across the country, and will require significant changes in the pharmaceutical industry aimed at preventing similar crises in the future; and

WHEREAS, the proposed settlements provide:

“the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further

require the Distributors to implement additional safeguards to prevent diversion of prescription opioids;" and

WHEREAS, participation by a significant number of states, county, and municipal governments nationwide must agree to the proposed terms in order for the settlements to take effect; and

WHEREAS, provided enough states opt to participate in the settlements, their subdivisions will have through January 2, 2022 to join; and

WHEREAS, the Borough's share in the settlement funds will ultimately depend on the number of counties and municipalities that opt-in, population of each participating county and municipality, and effects of the opioid epidemic on each participating community; and

WHEREAS, it is in the best interests of the Borough and its residents to participate and join in the settlement agreements in order to hold these companies financially accountable for the ongoing opioid crisis and to implement the necessary changes to prevent such a crisis from happening again in the near future.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Borough Administrator be and is hereby authorized and directed to sign any documents necessary in order to join the settlement agreements with Johnson & Johnson, McKesson, Cardinal Health and AmerisourceBergen to resolve claims involving their participation in the opioid crisis; and

BE IT FURTHER RESOLVED that upon effectuation of the settlement agreement, the Borough of Bergenfield agrees to dismiss its claims against the settling parties.

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby authorized and directed to forward a copy of this Resolution to the Office of the Attorney General of New Jersey upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-045

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (lie)				

RESOLUTION APPROVING TOP FLOOR ELEVATED SOLUTIONS LLC

WHEREAS the Borough of Bergenfield is in receipt of a proposal from Top Floor Elevated Solutions LLC (T.F.E.S.) to perform inspections and witnessing of tests of elevators, escalators, dumbwaiters, stairway chair lifts and wheelchair lifts etc., in the Borough; and

WHEREAS, T.F.E.S.'s proposal in the amount of \$5,200.00 to be paid in quarterly installments of \$1,300.00 on April 1, 2022, July 1, 2022, September 1, 2022 and December 1 2022 shall cover all initial inspection related duties for the Borough's current 24 elevator devices; and

WHEREAS, the term of the Agreement with T.F.E.S. shall be for one year commencing January 1, 2022 through December 31, 2022; and

WHEREAS, the Borough Administrator has reviewed the proposal submitted by T.F.E.S., a copy of which is attached hereto and incorporated herein by reference, and recommends the approval of same; and

WHEREAS, the Borough Attorney has prepared an Agreement between the Borough and Topo Floor Elevated Solutions, a copy of which is attached hereto and incorporated herein by reference, and recommends the approval of same.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey, that the proposal submitted by Top Floor Elevated Solutions LLC for Elevator Subcode Inspections/Inspector be and is hereby approved; and

BE IT FURTHER RESOLVED that the Borough Administrator be and is hereby authorized and directed to execute the proposal submitted by Top Floor Elevated Solutions on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution together with the attached Agreement to Top Floor Elevated Solutions, LLC upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022 between the Mayor and Council of the Borough of Bergenfield, a body corporate, of the State of New Jersey with its offices located at 198 N. Washington Avenue, Bergenfield, Bergen County, New Jersey, party of the first part (hereinafter referred to as the "Borough") represented by Mayor Arvin Amatorio, hereto fully authorized to act by virtue of Resolution No. _____ passed by the Governing Body on January 18, 2022 and

TOP FLOOR ELEVATED SOLUTIONS LLC with an address of P.O. Box 246, Bergenfield, New Jersey 07656, party of the second part (hereinafter referred to as "T.F.E.S.").

WHEREAS, the Mayor and Council have appropriated the necessary funds to undertake the on-site inspection and witnessing of tests of elevators, escalators, dumbwaiters, stairway chair lifts and wheelchair lifts etc. in accordance with the proposal submitted; and

WHEREAS, T.F.E.S. has offered to provide the on-site inspection and witnessing of tests of elevators, escalators, dumbwaiters, stairway chair lifts and wheelchair lifts etc. at a cost of \$5,200.00 to be paid in quarterly installments of \$1,300.00 on April 1, 2022, July 1, 2022, September 1, 2022 and December 1, 2022 in accordance with the proposal submitted by T.F.E.S. attached hereto and incorporated herein by reference; and

WHEREAS, the term of the Agreement shall be from January 1, 2022 through December 31, 2022.

WHEREAS, Borough has considered the proposal, the qualifications of T.F.E.S. and has found T.F.E.S. to be responsible and the proposal to be fair.

NOW, THEREFORE, in consideration of the terms and conditions, covenants and promises hereinafter contained, and pursuant to the laws of the State of New Jersey applicable hereto and incorporated herein by reference the respective parties do hereby mutually agree as follows:

(1) T.F.E.S. shall and does agree to provide the on-site inspection and witnessing of tests of elevators, escalators, dumbwaiters, stairway chair lifts and wheelchair lifts etc. to the Borough as shown and/or specified on the proposal on file in the Borough's Clerk's office dated January 11, 2022 attached hereto and incorporated herein by reference at a cost of \$5,200.00; and

(2) T.F.E.S. agrees to provide the on-site inspection and witnessing of tests of elevators, escalators, dumbwaiters, stairway chair lifts and wheelchair lifts etc. to the Borough of

Bergenfield upon the signing of this contract; and

(3) In addition to all the other terms and conditions of the contract documents attached hereto and made a part hereof, in the event the inspection services relating to the elevator inspections agreed to be provided by T.F.E.S. are not provided within the time set forth in this agreement, due to the fault on the part of T.F.E.S., the Borough has a right to void this Agreement.

(4) It is agreed that in the event T.F.E.S. shall become insolvent, make an assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or take proceedings for liquidation by arrangement or composition with creditors, either voluntarily or involuntarily, any of said acts may be considered a violation of this contract at the election of the Borough.

(5) T.F.E.S. shall receive full payment within 30 days of providing the inspection services relating to the elevator inspections provided T.F.E.S. has submitted the appropriate invoice to the Borough.

(6) T.F.E.S. will not be responsible or liable for occurrences beyond their control, nor for any contingency because of strikes or accidents.

(7) T.F.E.S. shall not assign, transfer, or otherwise dispose of this Agreement other than as is herein specified.

(8) T.F.E.S. represents and warrants to the Borough in order to induce the Borough to enter into this Agreement, the following:

(a) T.F.E.S. is able to provide the Elevator Subcode inspection services relating to the elevator inspections in accord with T.F.E.S.'s Proposal; and

(b) That the facts stated in any written material or proposal provided by T.F.E.S. are true and correct in all respects.

(9) T.F.E.S. shall take out and maintain during the life of the contract, all insurances required by the Borough. The required Comprehensive General Liability Policy shall name the Borough, its officers and employees as additional named insureds.

(10) T.F.E.S. agrees to save, protect, indemnify and defend and hold the Borough harmless against any and all claims, liens or demands made by any person, firm or corporation for any personal injury or property damage occasioned by the within Agreement or alleged to be caused thereunder by reason of any act on T.F.E.S.'s part or any breach of contract or otherwise arising or alleged to be arising out of this Agreement, and further agrees to indemnify, defend, protect and save harmless the Borough from any claim or demand for patent fees, royalties or any invention, machine,

article or arrangement that may be used by T.F.E.S. in the performance of the work, and further agrees to defend any and all actions and proceedings arising out of any of the foregoing claims in any suit, and to pay counsel fees and expenses of all kinds whatsoever in any connection therewith.

(11) There shall be no deviations, alterations or changes from this contract unless such deviations, alterations or changes are in writing, signed by both parties hereto, which writing shall specify the additional or lessor cost of same, if any.

(12) This contract is further expressly subject to the provisions of law pertaining thereto, which said provisions are specifically incorporated herein by reference.

(13) Reference herein to the contract documents is for the purpose of expressing the intention of the parties hereto and no conflict is intended to exist as between this instrument and the aforementioned contract documents, however, if any conflict should exist, the interpretations most favorable to the Borough shall be considered as governing the relationship between the parties hereto and the interpretation as to which is most favorable shall be made by the Borough.

(14) Federal Labor Standard Provisions, Executive Order No. 11246 and the Federal Wage Determination are hereby incorporated and made part of this contract.

(15) During the performance of this contract, T.F.E.S. agrees as follows:

(a) T.F.E.S. and subSubcode Official, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. T.F.E.S. will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. T.F.E.S. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

(b) T.F.E.S. or subSubcode Official, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of T.F.E.S., state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

(c) T.F.E.S. or subSubcode Official, where applicable, will

send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of T.F.E.S.'s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) T.F.E.S. or subSubcode Official, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time:

(e) T.F.E.S. shall comply with any and all applicable State and Federal affirmative action laws and regulations.

(16) The Borough may, at any time, terminate the Contract with or without cause by providing written notice to T.F.E.S. by telefax, email or regular mail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be executed by their proper corporate officers the date and year first above written.

WITNESS:

BOROUGH OF BERGENFIELD

BOROUGH CLERK

ARVIN AMATORIO, MAYOR

WITNESS:

TOP FLOOR ELEVATED SOLUTIONS LLC

BY: _____

STATE OF NEW JERSEY)
)
COUNTY OF BERGEN) ss:

BE IT REMEMBERED that on this _____ day of _____, 2022, before me the subscriber, a notary public of the State of New Jersey, personally appeared the undersigned, being by me duly sworn on her oath deposes and makes proof to my satisfaction that she is the Borough Clerk of the Borough of Bergenfield; that the execution, as well as the making of the within instrument, has been duly authorized by proper resolution of the governing body of the Borough of Bergenfield; that the deponent knows well of the corporate seal of the Borough of Bergenfield; and that the seal affixed to this instrument is the proper municipal seal and was thereto affixed and the Agreement signed and delivered by the said Mayor Arvin Amatorio of the Borough of Bergenfield as and for the voluntary act and deed of the Borough of Bergenfield in the presence of deponent, who thereupon subscribed his name thereto as attesting witnesses.

, Borough Clerk

Signed and sworn to before me
this _____ day of _____, 2022.

A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that on _____, 2022,
_____ personally came before me and this person
acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of
TOP FLOOR ELEVATED SOLUTIONS LLC, the Company named in
this document;
- (b) this person is the attesting witness to the signing of
this document by the proper corporate officer who is
_____, _____ of the Company;
- (c) this document was signed and delivered by the Company as
its voluntary act duly authorized by a proper resolution
of its Board of Directors;
- (d) this person knows the proper seal of the Company which
was affixed to this document; and
- (e) this person signed this proof to attest the truth of
these facts.

Sworn and subscribed to
before me this _____ day
of _____, 2022.

NOTARY PUBLIC

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-046

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

RESOLUTION APPROVING CLIMATE CHANGE MITIGATION TECHNOLOGIES LLC

WHEREAS the Borough of Bergenfield is in receipt of a proposal from Climate Change Mitigation Technologies LLC ("CCMT") to provide fleet electrification project management services related to the 2 BYD Model 8R battery electric garbage trucks awarded through the NJDEP VW Grant Award; and

WHEREAS, CCMT's proposal, a copy of which is attached hereto and incorporated herein by reference, reflects an amount not to exceed of \$43,500.00; and

WHEREAS, the Borough Administrator has reviewed the proposal submitted by CCMT, a copy of which is attached hereto and incorporated herein by reference, and recommends the approval of same; and

WHEREAS, the Borough Attorney has prepared an Agreement between the Borough and CCMT, a copy of which is attached hereto and incorporated herein by reference, and recommends the approval of same.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey, that the proposal submitted by Climate Change Mitigation Technologies, LLC to provide the Borough with fleet electrification project management services related to the 2 BYD Model 8R battery electric garbage trucks awarded through the NJDEP VW Grant Award be and is hereby approved; and

BE IT FURTHER RESOLVED that the Borough Administrator be and is hereby authorized and directed to execute the proposal submitted by CCMT on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution together with the attached Agreement to CCMT upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022 between the Mayor and Council of the Borough of Bergenfield, a body corporate, of the State of New Jersey with its offices located at 198 N. Washington Avenue, Bergenfield, Bergen County, New Jersey, party of the first part (hereinafter referred to as the "Borough") represented by Mayor Arvin Amatorio, hereto fully authorized to act by virtue of Resolution No. _____ passed by the Governing Body on January 18, 2022 and

CLIMAGE CHANGE MITIGATION TECHNOLOGIES LLC with an address of 92 Park Street, Montclair, New Jersey 07042, party of the second part (hereinafter referred to as "CCMT").

WHEREAS, the Mayor and Council have appropriated the necessary funds to undertake the fleet electrification project management services related to the 2 BYD Model 8R battery electric garbage trucks in accordance with the proposal submitted; and

WHEREAS, CCMT has offered to provide the fleet electrification project management services related to the 2 BYD Model 8R battery electric garbage trucks at a cost estimate not to exceed amount of \$43,500.00 in accordance with the proposal submitted by CCMT attached hereto and incorporated herein by reference; and

WHEREAS, the term of the Agreement shall be from _____ through _____.

WHEREAS, Borough has considered the proposal, the qualifications of CCMT and has found CCMT to be responsible and the proposal to be fair.

NOW, THEREFORE, in consideration of the terms and conditions, covenants and promises hereinafter contained, and pursuant to the laws of the State of New Jersey applicable hereto and incorporated herein by reference the respective parties do hereby mutually agree as follows:

(1) CCMT shall and does agree to provide fleet electrification project management services related to the 2 BYD Model 8R battery electric garbage trucks to the Borough as shown and/or specified on the proposal on file in the Borough's Clerk's office dated January 3, 2022 attached hereto and incorporated herein by reference at a cost estimate not to exceed amount of \$43,500.00; and

(2) CCMT agrees to provide the fleet electrification project management services related to the 2 BYD Model 8R battery electric garbage trucks to the Borough of Bergenfield upon the signing of this contract; and

(3) In addition to all the other terms and conditions of the contract documents attached hereto and made a part hereof, in the event the fleet electrification project management services agreed to be provided by CCMT are not provided within the time set forth in this agreement, due to the fault on the part of CCMT, the Borough has a right to void this Agreement.

(4) It is agreed that in the event CCMT shall become insolvent, make an assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or take proceedings for liquidation by arrangement or composition with creditors, either voluntarily or involuntarily, any of said acts may be considered a violation of this contract at the election of the Borough.

(5) CCMT shall receive full payment within 30 days of providing the fleet electrification project management services provided CCMT has submitted the appropriate invoice to the Borough.

(6) CCMT will not be responsible or liable for occurrences beyond their control, nor for any contingency because of strikes or accidents.

(7) CCMT shall not assign, transfer, or otherwise dispose of this Agreement other than as is herein specified.

(8) CCMT represents and warrants to the Borough in order to induce the Borough to enter into this Agreement, the following:

(a) CCMT is able to provide the fleet electrification project management services related to the 2 BYD Model 8R battery electric garbage trucks in accord with CCMT's Proposal; and

(b) That the facts stated in any written material or proposal provided by CCMT are true and correct in all respects.

(9) CCMT shall take out and maintain during the life of the contract, all insurances required by the Borough. The required Comprehensive General Liability Policy shall name the Borough, its officers and employees as additional named insureds.

(10) CCMT agrees to save, protect, indemnify and defend and hold the Borough harmless against any and all claims, liens or demands made by any person, firm or corporation for any personal injury or property damage occasioned by the within Agreement or alleged to be caused thereunder by reason of any act on CCMT's part or any breach of contract or otherwise arising or alleged to be arising out of this Agreement, and further agrees to indemnify, defend, protect and save harmless the Borough from any claim or demand for patent fees, royalties or any invention, machine, article or arrangement that may be used by CCMT in the performance of the work, and further agrees to defend any and all actions and

proceedings arising out of any of the foregoing claims in any suit, and to pay counsel fees and expenses of all kinds whatsoever in any connection therewith.

(11) There shall be no deviations, alterations or changes from this contract unless such deviations, alterations or changes are in writing, signed by both parties hereto, which writing shall specify the additional or lessor cost of same, if any.

(12) This contract is further expressly subject to the provisions of law pertaining thereto, which said provisions are specifically incorporated herein by reference.

(13) Reference herein to the contract documents is for the purpose of expressing the intention of the parties hereto and no conflict is intended to exist as between this instrument and the aforementioned contract documents, however, if any conflict should exist, the interpretations most favorable to the Borough shall be considered as governing the relationship between the parties hereto and the interpretation as to which is most favorable shall be made by the Borough.

(14) Federal Labor Standard Provisions, Executive Order No. 11246 and the Federal Wage Determination are hereby incorporated and made part of this contract.

(15) During the performance of this contract, CCMT agrees as follows:

(a) CCMT and/or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. CCMT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CCMT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

(b) CCMT or its Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CCMT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

(c) CCMT or its Subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of CCMT's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) CCMT or its Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) CCMT shall comply with any and all applicable State and Federal affirmative action laws and regulations.

(16) The Borough may, at any time, terminate the Contract with or without cause by providing written notice to CCMT by telefax, email or regular mail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be executed by their proper corporate officers the date and year first above written.

WITNESS:

BOROUGH CLERK

BOROUGH OF BERGENFIELD

ARVIN AMATORIO, MAYOR

WITNESS:

CLIMATE CHANGE MITIGATION
TECHNOLOGIES LLC

BY: _____

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this _____ day of _____, 2022, before me the subscriber, a notary public of the State of New Jersey, personally appeared the undersigned, being by me duly sworn on her oath deposes and makes proof to my satisfaction that she is the Borough Clerk of the Borough of Bergenfield; that the execution, as well as the making of the within instrument, has been duly authorized by proper resolution of the governing body of the Borough of Bergenfield; that the deponent knows well of the corporate seal of the Borough of Bergenfield; and that the seal affixed to this instrument is the proper municipal seal and was thereto affixed and the Agreement signed and delivered by the said Mayor Arvin Amatorio of the Borough of Bergenfield as and for the voluntary act and deed of the Borough of Bergenfield in the presence of deponent, who thereupon subscribed his name thereto as attesting witnesses.

, Borough Clerk

Signed and sworn to before me
this _____ day of _____, 2022.

A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that on _____, 2022,
_____ personally came before me and this person
acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of
CLIMATE CHANGE MITIGATION TECHNOLOGIES LLC, the Company
named in this document;
- (b) this person is the attesting witness to the signing of
this document by the proper corporate officer who is
_____, _____ of the Company;
- (c) this document was signed and delivered by the Company as
its voluntary act duly authorized by a proper resolution
of its Board of Directors;
- (d) this person knows the proper seal of the Company which
was affixed to this document; and
- (e) this person signed this proof to attest the truth of
these facts.

Sworn and subscribed to
before me this _____ day
of _____, 2022.

NOTARY PUBLIC

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-047

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, the Borough of Bergenfield is in need of engineering services in order to obtain a wetlands delineation determination as it relates to the Knickerbocker Country Club and its current tax appeal; and

WHEREAS, Pennoni Associates has submitted a proposal to the Borough to provide professional services in support of the Borough's defense of the tax appeal; and

WHEREAS, Pennoni Associates has extensive experience in the preparation of subdivision and lot yield plans and strong engineering support in tax appeal cases; and

WHEREAS, the proposal submitted by Pennoni Associates, a copy of which is attached hereto and incorporated herein by reference, reflects a Base Scope fee of \$50,000.00 together with Optional Services in the amount of \$84,750.00 for a total Base and Optional fee of \$134,750.00; and

WHEREAS, the Borough Administrator has reviewed the proposal submitted by Pennoni Associates, a copy of which is attached hereto and incorporated herein by reference, and recommends the approval of same; and

WHEREAS, the Borough Attorney has prepared an agreement between the Borough and Pennoni Associates, a copy of which is attached hereto and incorporated herein by reference, and recommends the approval of same.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Bergenfield, County of Bergen and State of New Jersey, that the proposal submitted by Pennoni Associates for engineering services in order to obtain a wetlands delineation determination related to the Knickerbocker Country Club tax appeal for a total Base and Optional fee of \$134,750.00, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and is hereby authorized and directed to execute the proposal submitted by Pennoni Associates on behalf of the Borough; and

BE IT FURTHER RESOLVED that the Borough Clerk be and she is hereby authorized and directed to forward a copy of this resolution together with the signed proposal and agreement to Pennoni Associates upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

THIS AGREEMENT made the day of January, 2022, by and between the **BOROUGH OF BERGENFIELD**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter the "Borough") party of the first part; and **PENNONI ASSOCIATES**, having offices at 24 Commerce Street, Ste. 300, Newark, New Jersey 07102 (hereinafter "Engineering Consultant"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Engineering Consultant agrees to provide engineering services in order to obtain a wetlands delineation determination relating to the Knickerbocker Country Club tax appeal and in accord with his proposal submitted dated October 15, 2020, revised December 17, 2021.

2. The services rendered by the Engineering Consultant will be compensated as follows: Base Scope of Services to include the following: Conceptual Subdivision Plan in the amount of \$29,000.00; Opinion of Probable Costs in the amount of \$5,000.00; and Litigation Support (not to exceed fee) of \$16,000.00 for a total of \$50,000.00; together with Optional Services as follows: Boundary and Topographic Survey, Wetlands Plan in the amount of \$69,200.00; Wetland Delineation in the amount of \$10,350.00; and Letter of Interpretation Application in the amount of \$5,200.00 for a total of \$84,750.00; for a Total Base and Optional Scope of Services in the amount of \$134,750.00 in accord with the proposal submitted.

3. During the performance of this Contract, the Engineering Consultant and other Engineering Consultants of the firm agree as follows: they will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Further, the Special Projects Engineering Consultant agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

4. The Engineering Consultant and his firm shall keep in full force and effect general liability insurance in the amount of One Million (\$1,000,000.00) Dollars for one event and Three Million (\$3,000,000.00) Dollars in the aggregate, Ten Million (\$10,000,000.00) Dollars umbrella and Two Million (\$2,000,000.00) Dollars professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Engineering Consultant shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

5. It is understood that this Agreement is awarded to the Engineering Consultant as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

6. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Engineering Consultant which would require the Engineering Consultant to infringe upon or violate the Rules of Ethics governing the conduct of Engineering Consultants, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Engineering Consultant agrees to abide by the Rules of Ethics governing the conduct of Engineering Consultants, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Engineering Consultant.

7. Not an Employee. The Engineering Consultant is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Engineering Consultant is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Engineering Consultant. In this regard, the Engineering Consultant shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

8. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Engineering Consultant shall be entitled to be paid for services satisfactorily performed up to the date of termination.

9. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Engineering Consultant, no other rights other than those expressly referred to in this Contract.

10. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Engineering Consultant acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Engineering Consultant agrees that, during the term hereof and for a period of one year after the date the Engineering Consultant shall cease performing all services for the Borough (regardless of the term herein), the Engineering Consultant shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Engineering Consultant himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Engineering Consultant agrees to be bound by the terms, provisions and obligations of said regulations.

11. N.J. Business Registration Requirements. The Engineering Consultant shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. Prohibition Against Assignment. The rights of the Engineering Consultant hereunder shall not be assigned, sublet or transferred by the Engineering Consultant, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

BOROUGH OF BERGENFIELD

ATTEST

MARIE QUINONES
Borough Clerk

ARVIN AMATORIO, Mayor

WITNESS/ATTEST

PENNONI ASSOCIATES

October 15, 2020
Revised December 17, 2021

BRGNF20002P

Mayor Arvin Amatorio
Borough of Bergenfield
198 N. Washington Avenue
Bergenfield, NJ 07621

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
KNICKERBOCKER COUNTRY CLUB V. BOROUGH OF BERGENFIELD TAX APPEAL
BLOCK 268, LOT 1
BOROUGH OF BERGENFIELD, BERGEN COUNTY, NEW JERSEY**

Honorable Mayor Amatorio:

Pennoni Associates Inc. ("Pennoni") is pleased to present this proposal to provide professional services in support of the Borough's defense of a tax appeal filed relative to the above referenced property.

Pennoni has extensive experience in the preparation of subdivision and lot yield plans utilizing our State-of-the-Art intelligent site design software platform. This will allow any changes in the sub-division plan to be accommodated in minutes rather than hours. Our engineers are experienced with reviewing site constraints in conjunction with zoning constraints, developing the most efficient site layout while maximizing the number of conforming lots that can be developed on the property. This ensures that the Borough will have the highest and best use represented for its defense against the tax appeal. We will share with the Borough our strong engineering support in tax appeal cases and if it becomes necessary, our litigation experience. Having a "tight" Pennoni plan will provide the Borough an advantage in any potential litigation.

The subject property is located west of Knickerbocker Road and on the north side of Ivy Lane and contains approximately 158 acres. Currently, the property is used as an 18-hole golf course with pro shop, half-way house, maintenance building, superintendent's house, and pump house. According to the Bergenfield zoning map and ordinance, the property is zoned R-40 single family residential with a 40,000 square foot minimum lot size.

In order to demonstrate the highest and best use of the property for tax assessment purposes, a subdivision plan must be developed that provides for the maximum number of conforming lots that can be obtained using the zoning and subdivision criteria in the Borough ordinances. It is our understanding that the Borough is seeking professional engineering services to assist them in developing this plan, along with other supporting documentation and expert witness representation in their defense of the current tax appeal.

We are pleased to present the following Scope of Services:

BASE SCOPE OF SERVICES**I. CONCEPTUAL SUBDIVISION PLAN – SINGLE FAMILY RESIDENTIAL DEVELOPMENT****Site Constraints**

In preparing a feasible and defensible lot yield plan, it is necessary to identify any environmental and regulatory constraints that may affect the property and limit the buildable area. A site inspection is necessary and will be performed. We will use published sources to investigate constraints that may exist on the property and which may preclude development in some areas such as wetlands and wetland buffers, floodways and floodplains, steep slopes, or riparian zones. Based on the identified site constraints, a site base map will be prepared.

Base Map

The base map to be utilized for the preparation of the lot yield plan will be developed from various published and available sources such as tax maps, GIS sources, existing surveys, aerial photos, and other published data. Pennoni will research the Borough records and other public sources to obtain the best available base map information. This proposal does not include preparation of a boundary or topographic survey of the subject property, which could be provided for an additional fee.

Lot Yield

Pennoni will prepare a conceptual subdivision plan depicting the maximum number of conforming buildable lots that can be obtained on the subject property. The lot yield plan will be prepared using our Intelligent Site Design (ISD) software. The plan will be prepared in accordance with the requirements of Chapter 186 Land Development of the ordinances of the Borough of Bergenfield including all applicable articles therein related to the preparation of subdivision and site plans. The lot yield plan will provide a layout for lots that conform to the zoning requirements of the R40 zone. Roads, curbing, sidewalks, lighting, sidewalks, sanitary sewer collection system, water distribution system, traffic control devices and signage, fire hydrants, shade trees, and storm drainage systems will be shown schematically, as well as provisions for natural gas and electric services. Proposed roadways will be laid out in accordance with the requirements of the Borough ordinances. Proposed site improvements will also conform with the requirements of the Residential Site Improvement Standards (RSIS).

Utility Feasibility

We will investigate the feasibility of extending public facilities to the site from the surrounding roadways. A feasibility report will be prepared to substantiate the ability to service the proposed subdivision with public utilities.

II. OPINION OF PROBABLE COSTS

Based on the final layout of the subdivision, we will prepare an opinion of probable costs for the proposed improvements. The cost estimate will be based on established industry standard costs and our experience with the construction of similar public improvement projects.

III. LITIGATION SUPPORT

Pennoni will provide a professional engineer licensed in the State of New Jersey to assist the Borough with legal proceedings including meetings with legal counsel, testimony at depositions and trials relative to the work prepared as part of this proposal as follows:

- We will attend up to two (2) meetings with Special Counsel for the Borough of Bergenfield.
- We will provide expert testimony at up to two (2) depositions with legal counsel.
- We will provide expert testimony at the trial, and at one (1) trial continuation, if necessary. This will include preparation of exhibits and reports in support of the case.
- We will review one (1) submission of plaintiff's evidence, reports, plans, etc. and provide our professional opinion in a report format if required.

OPTIONAL SERVICES

If selected by the Borough, the following services will be utilized to establish the boundaries of the property and the location of freshwater wetlands and buffers in lieu of utilizing published and available documents for preparation of the conceptual subdivision plan as described in the base scope of services.

IV. BOUNDARY AND TOPOGRAPHIC SURVEY

This property is designated as Block 268 Lot 1 in the Borough of Bergenfield and Block 501 Lot 14 in the Borough of Tenafly, County of Bergen, commonly known as Knickerbocker Golf Course, and contains approximately 178 acres.

This work will be performed under the direction of a New Jersey Professional Land Surveyor, by qualified surveyors using high-definition laser scanning equipment, robotic total stations with data collectors, survey grade GPS equipment and computers, as required.

Boundary Survey – This task shall include the necessary survey field work, drafting, office management, deed and map research, boundary resolution and QA/QC to prepare a Survey of Property in accordance with N.J.A.C. 13:40-5.1, "Preparation of Land Surveys". Site improvements such as the location of buildings, walks, drives, street features, visible utilities and fence-lines and other significant land features will be shown on a final plan of survey which will be signed and sealed by the Professional Land Surveyor in responsible charge. It is the responsibility of the client to furnish Pennoni with a title report for the subject property(ies). In the event a title report is not supplied, Pennoni will provide a supplemental proposal for the preparation of a current title report. Once approved, and completed, a copy of the report will be provided to the client.

Aerial Topographic Survey – This task shall include the necessary survey field work, drafting, office management and QA/QC to prepare a Topographic Survey for the subject property. Our vertical datum will be based on the North American Vertical Datum of 1988 (NAVD 88) relative to Geoid 2018 and tied into an acceptable published benchmark. Horizontal locations will be relative to the National Spatial Reference System, North American Datum of 1983 (NAD83) adjustment of 2011 and projected to the New Jersey State Plane Coordinate System (NJSPCS, NAD83-2011).

Spot elevations will be taken along roads, gutters, curbs, first floor elevations, and other significant land features. Spot elevations will be taken to the nearest hundredth of a foot (0.01') on hard surfaces and to the

nearest one-tenth of a foot (0.1') on grass or earth surfaces. This Topographic Survey will be prepared in accordance with the National Map Accuracy Standards at a scale of 1" = 30' with a 1' contour interval.

Wetlands Location Survey - A Wetlands Survey will be performed in accordance with the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq. Our datum will be relative to the National Spatial Reference System, North American Datum of 1983 (NAD83) adjustment of 2011 and projected to the New Jersey State Plane Coordinate System (NJSPCS, NAD83-2011). Flags will be located and shown with the corresponding wetlands identification number for the subject property only. Bearings and distance will be shown on each wetland line segment. No vertical information, elevations, shall be obtained. Upon completion of the field survey a Wetlands Location Plan will be completed by the Professional Land Surveyor in responsible charge.

Boundary Retracement Surveys: If this Agreement, within the scope of services, contains provisions in which Pennoni Associates is to provide Boundary / ALTA Survey services, the following assumption applies: the materials required to complete this survey (i.e., deeds, prior surveys, record plans, or physical evidence) are available and generally error and conflict free and meet the standard of care currently practiced in the Northeastern and Mid-Atlantic areas of the United States. Under this assumption, most Boundary Retracement Surveys can be completed within reasonable time frames and efficiencies. However, in a small percentage of surveys, errors, conflicts and deficiencies with the record information and physical evidence may cause significant problems in resolving the boundary. It is not possible to discover those problems until well into the analytical and decision-making process. When such problems are discovered, the assumption stated above is no longer deemed valid. Pennoni Associates, therefore, reserves the right to revise the original scope of service defined herein. The Client will be advised and authorizations to proceed with additional services shall be acquired before Pennoni Associates can complete its services.

V. WETLAND DELINEATION AND LETTER OF INTERPRETATION

Task 1 – Wetland Delineation

Conduct field investigation to identify the area's most likely to be regulated as wetlands and waters by the State of New Jersey. The identification of wetlands is somewhat subjective and can be dependent upon individual interpretation of field conditions.

Flag wetland and waters areas so they can be located and mapped by survey as required by the State Act.

Obtain current NJDEP water quality classification of the waterbodies draining the property. This information can be used to provide guidance on the resource value of the wetlands and the width of the riparian zone required along all regulated waters.

Review habitat mapping prepared by NJDEP for ranking of habitats based on the provision of threatened and endangered species habitat, which also affects the width of buffers along the regulated wetlands and waters.

Task 2 – Letter of Interpretation Application: Regulatory Line Verification

Conduct a follow up site visit to collect wetland data sheet and annotated color photographs to document site conditions.

Prepare a wetland technical report in the format required by the Act.

Obtain NJ Natural Heritage letter regarding presence/absence of endangered species on or adjacent to the site.

Assemble and submit to the NJDEP information set forth in Subchapter 3 (Letters of Interpretation) and Subchapter 10 (Application Contents and Procedures) of the Freshwater Wetlands Protection Act Rules. List of owners within 200 feet and written consent allowing NJDEP access to the site, signatures on the application form, and review fee shall be supplied by the client.

SCHEDULE

Pennoni is prepared to begin work on this project immediately upon receipt of Notice-to-Proceed and will endeavor to complete the work in accordance with the Client's scheduling needs.

FEE

Pennoni states that the above-described activities can be completed for the following fees:

BASE SCOPE OF SERVICES

I.	Conceptual Subdivision Plan Single Family Residential Development	\$ 29,000.00
II.	Opinion of Probable Costs Single Family Residential Development	\$ 5,000.00
III.	Litigation Support (not to exceed fee)	\$ 16,000.00
	SUBTOTAL – BASE SCOPE	\$50,000.00

OPTIONAL SERVICES

IV.	Boundary and Topographic Survey, Wetlands Plan	\$69,200.00
V.	Wetland Delineation	\$10,350.00
VI.	Letter of Interpretation Application: Line Verification	\$ 5,200.00
	SUBTOTAL – OPTIONAL SCOPE	\$ 84,750.00
	TOTAL FEES – BASE AND OPTIONAL SCOPE	\$134,750.00

REIMBURSABLE EXPENSES

Reproduction for submissions, and Client and project team use (along with overnight mail), are included in the various items of this proposal. Extraordinary expenses identifiable to the specific project will be discussed in detail and a proposal will be submitted to cover these expenses in addition to the above stated fee.

EXCLUSIONS AND LIMITATIONS

The following items are excluded from this proposal:

Utility location surveys, geotechnical engineering, utility system design beyond conceptual utility layouts necessary to establish feasibility and compliance with standards, tree location surveys, environmental impact statement, environmental studies or investigations, earthwork cut and fill calculations, preparation of construction plans, permits and approvals, or any other items not specifically included in this proposal.

BILLING AND PAYMENT

In accordance with the enclosed General Terms and Conditions, invoices will be rendered monthly and are due upon receipt. The Client acknowledges that the method of Billing and Payment has been outlined in detail; that the terms agreed upon can only be changed by a written addendum agreed to by both parties; and work may be stopped until payment is made in accordance with the agreement.

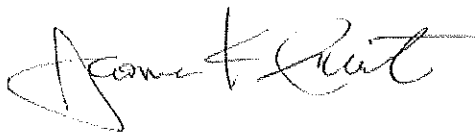
TERMS AND CONDITIONS

This proposal is for providing the specific services described within the Scope of Services. Any additional services provided by Pennoni for this project which are not specifically included in the above Scope of Services will be billed in accordance with the attached fee schedule.

Our *General Terms and Conditions* (Form No. LE01, 12/2015) are attached hereto and are considered part of this proposal.

Thank you for the opportunity to provide these professional services. If this proposal is acceptable, please sign and return one of the enclosed copies as our Notice-To-Proceed. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to contact us.

Sincerely,
PENNONI ASSOCIATES INC.



Jerome K. Prevete
Associate Vice President



Drew M. Di Sessa, P.E., P.P., C.M.E.
Associate Vice President, Office Director

JP/dd

Accepted by:

Signature

Date

Print Name and Title

Company Name

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-048

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, the Borough of Bergenfield is in receipt of a letter dated January 12, 2021 from Alan Tenney advising of his retirement from his position with the Department of Public Works effective March 1, 2022 after 32 years, and 5 months of service to the Borough; and

WHEREAS, Alan Tenney is entitled to 6 months terminal leave for a total payout of \$42,816.00 in accord with his current contract with the Borough of Bergenfield; and

WHEREAS, the Borough Administrator has reviewed this matter and approves of Alan Tenney's request for a total payout of \$42,816.00 to be paid upon his retirement date of March 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Governing Body hereby accepts the retirement of Alan Tenney from his position with the Bergenfield Department of Public Works effective March 1, 2022; and

BE IT FURTHER RESOLVED, that Alan Tenney's terminal leave which equals a total payout of \$42, 816.00 shall be paid to him on March 1, 2022; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Bergenfield Department of Public Works and Alan Tenney upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-049

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, the Borough of Bergenfield is in receipt of a letter dated December 20, 2021 from Charles P. Grimm advising of his retirement from his position with the Department of Public Works effective March 1, 2022 after 32 years, and 2 months of service to the Borough; and

WHEREAS, Charles P. Grimm is entitled to 6 months terminal leave for a total payout of \$50,279.00 in accord with his current contract with the Borough of Bergenfield; and

WHEREAS, the Borough Administrator has reviewed this matter and approves of Charles P. Grimm's request for a total payout of \$50,279.00 to be paid upon his retirement date of March 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Governing Body hereby accepts the retirement of Charles P. Grimm from his position with the Bergenfield Department of Public Works effective March 1, 2022; and

BE IT FURTHER RESOLVED, that Charles Grimm terminal leave which equals a total payout of \$50,279 shall be paid to him on March 1, 2022; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Bergenfield Department of Public Works and Charles P. Grimm upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-050

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

WHEREAS, the Borough of Bergenfield desires to provide the Municipal Court Administrator with a written contract in order to promote mutual understanding and continuous and efficient service within the Borough; and

WHEREAS, the Borough and the Municipal Court Administrator believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between the Borough and the Municipal Court Administrator; and

WHEREAS, the Municipal Court Administrator has approved the terms and conditions of the agreement, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the form and legality of this agreement has been approved by the Borough's legal counsel.

NOW THEREFORE, BE IT RESOLVED by the Borough of Bergenfield, County of Bergen, and State of New Jersey that the contract agreement attached hereto and incorporated herein by reference between the Borough and the Municipal Court Administrator be and is hereby approved, and

BE IT FURTHER RESOLVED, that the Borough is hereby authorized and directed to enter into and execute the attached contract setting forth the terms and conditions of employment of the Municipal Court Administrator; and

BE IT FURTHER RESOLVED, that a copy of this Resolution as well as the signed Contract shall be kept in the personnel file of the Municipal Court Administrator

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk

AGREEMENT

PREAMBLE

THIS AGREEMENT, made this 1st day of January, 2022, by and between the BOROUGH OF BERGENFIELD, a body politic and corporate of the State of New Jersey, hereafter referred to as “The Employer,” and Kim Grimaldi-Thibault C.M.C.A., hereinafter referred to as the “The Employee.”

WHEREAS, the Employer and the Employee recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW THEREAFTER, it is agreed as follows:

PRESERVATION OF RIGHTS

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the 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 Employer 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 in accordance with law.

STATUS AND DUTIES

The Employer and the Employee hereby agree that the Employee is 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 Section

213, the United States Fair Labor Standards Act, respectively and companion or similar statutes and regulations.

The Employee shall devote herself full-time to carrying out the duties of her office and position subject to review and approval of the Mayor and Council and shall devote her best efforts to the accomplishment of her duties and the mission of the Borough of Bergenfield. Nothing contained herein shall prevent the Employee from engaging in any outside activities which do not, in the opinion of the Mayor and Council, unreasonably interfere with her duties as Employee. The Employee shall at all times present a professional demeanor and without prejudice, malice or unlawful discrimination, carry out her duties as the Municipal Court Administrator. Prior to engaging in outside employment, the employee will provide the Mayor and Council with all details of any such potential outside employment including, but not limited to, the days and hours of such potential outside employment, a description of the duties and responsibilities of such potential outside employment and the identity of the potential employer. The employee shall not commence any such outside employment until she received prior written consent and approval of the Mayor and Council. Denial of such approval shall be non-appealable.

INSURANCE AND BENEFITS

The Borough will provide full family medical coverage through the State Health Benefits Plan (SHBP) to Employee and her eligible dependents for as long as she is an active employee with the Borough of Bergenfield.

The Borough will provide a full family prescription plan to Employee and her eligible dependents for as long as she is an active employee with the Borough of Bergenfield. The provisions of the prescription plan shall be administered through the New Jersey State Health Benefits Plan (SHBP). Any changes to co-pays/coverages, etc. to said plan made by the State Health Benefits Commission (SHBC) shall govern Employee with regard to such benefit. There shall be no stand-alone prescription plan.

The Borough will provide a full family dental benefit plan to the Employee and her eligible dependents for as long as she is an active employee with the Borough of Bergenfield.

The Borough reserves the right to change the provider(s) of the medical, dental and prescription coverage(s) provided as long as the coverage is equal to existing coverage. The medical, dental and prescription coverage provided to the Employee under this agreement shall be the same coverage provided to other active Borough employees.

During the course of her employment, Employee agrees to contribute to the cost of her health insurance premiums as if P.L. 2011, c. 78 was still in effect. As such, Employee shall contribute to the cost of her health insurance premiums at the same percentage levels, based on salary, that were in effect during the period where P.L. 2011, c. 78 preempted bargaining on this issue, and as delineated at N.J.S.A. 52:14-17.28c.

Medical, dental and prescription coverage will be provided to Employee, her spouse, and her eligible dependents upon retirement from the Borough of Bergenfield upon completion of a minimum twenty-five (25) years of service with the Borough of Bergenfield in accordance with Borough resolution annexed hereto as Exhibit A.

Concerning retirement contributions, because the Employee had more than twenty (20) years of service in the pension system as of the operative date of P.L. 2011, c. 78—June 28, 2011—she is statutorily exempt from the otherwise mandatory retirement contributions towards healthcare costs, as per N.J.S.A. 52:14-17.28d(b)(3). This contract provision relies entirely on N.J.S.A. 52:14-17.28d(b)(3), and affords the Employee no right to be free from retirement contribution other than those already granted via statute.

SALARY

The employee shall be paid an annual salary of \$72,000.00 for the period January 1, 2022 through December 31, 2022.

The employee shall be paid an annual salary of \$73,800.00 for the period January 1, 2023 through December 31, 2023.

The employee shall be paid an annual salary of \$76,300.00 for the period January 1, 2024 through December 31, 2024.

The employee shall be paid an annual salary of \$77,500.00 for the period January 1, 2025 through December 31, 2025.

Upon execution of this agreement, the above stated salaries represent all monies due and owing from the Borough to the Employee.

OVERTIME

As the Employee is 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 Section 213, the United States Fair Labor Standards Act, respectively and companion or similar statutes and regulations, there shall be no overtime pay.

LONGEVITY

There shall be no longevity pay.

VACATION

The Employee shall receive twenty-five (25) vacation days per calendar year. A maximum of ten (10) unused vacation days may only be carried over for use in the following year. Vacation days still unused after the second year will be forfeited. Vacation days not used because the request for use was denied due to the pressure of Municipal business will not be forfeit.

PERSONAL DAYS

The Employee shall receive three (3) personal days. Personal days must be used within the year they accrue. Unused personal days will not be carried over, they will be forfeited.

SICK LEAVE

The Employee shall be entitled to twelve (12) sick leave days per calendar year. Sick leave is to be used only in cases where the employee is unable to work due to illness, or in cases of serious illness of an immediate family member. A list of people considered to be "Immediate Family Members" can be found in the Sick Leave Policy contained in Section Three of the Borough of Bergenfield Personnel Policies and Procedures Manual dated September 21, 2021. The Employee shall submit, upon her return to work, a doctor's verification of illness or injury when absent on sick leave for five (5) or more consecutive days. If the employee is absent to attend to an immediate family member, a doctor's verification of that individual's illness, injury or condition is required. Abuse of Sick Leave can be grounds for disciplinary action, up to and including termination of employment.

There shall be no payment for any unused sick time.

BEREAVEMENT LEAVE

The Employee is entitled to three (3) consecutive calendar days leave of absence for the death of the employee's immediate family member. A list of people considered to be "Immediate Family Members" can be found in the Sick Leave Policy, Section Three of the Borough of Bergenfield Personnel Policies and Procedures Manual dated September 21, 2021. Employees who wish to attend the funeral of other friends, relatives, acquaintances and/or associates must request vacation or personal time off which is subject to the final determination of the Borough Administrator or his/her designee.

TERMINAL LEAVE

Upon termination of employment with the Borough, the Employee having attained fifteen (15) years of service with the Borough will be entitled to receive severance pay which will be equal to three (3) months or \$15,000.00, whichever is less.

TRAINING & EDUCATION

The Employee will be allowed to attend any training classes or training conferences related to her C.M.C.A certification at the Borough's expense.

GRIEVANCE PROCEDURE

Any formal dispute concerning the interpretation, application and enforcement of this agreement must be presented to the Borough Administrator or his/her designee within five (5) working dates of the grievance arising. Failure to report a grievance within such time shall be deemed as a waiver of the grievance. The Borough Administrator or his/her designee will render a written decision to the Employee within five (5) working days of the receipt of the written grievance. Failure of the Borough Administrator or his/her designee to respond within the five (5) workday period shall constitute a denial of the grievance.

If the Employee is not satisfied with the decision of the Administrator, she must submit a written grievance to the governing body detailing the facts and the relief requested. After

consulting the Labor Attorney, as appropriate, the governing body will render a written decision. Said decision will be rendered by the governing body within thirty (30) days upon receipt of the Court Administrator written grievance.

The decision of the governing body will be final administrative step in the grievance procedure. The Employee is free to pursue further appeal via the Superior Court.

GOVERNING LAW

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

ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties respecting the employment of the Employee, and there are no representations, warranties, or commitments, except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

HEADINGS

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

SAVINGS CLAUSE

Should any valid federal or state law or final determination of any court or administrative agency affect any provision 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. Nothing contained in this agreement is intended and shall not be construed as a waiver of any right or benefit to which the Employee or the Employer may be entitled to by law.

WAIVER OR BREACH

The Failure of either party to require the performance of any term or condition of this Agreement shall not prevent a subsequent enforcement of any such term or be deemed to be a waiver of any subsequent breach. The non-breaching party shall not be deemed to have waived any breach of the other party nor any of the non-breaching party's rights attributable to that breach unless the non-breaching party executes a specific, dated, written waiver.

The terms contained in this Agreement will remain in full force and effect during the following time period: January 1, 2022 through December 31, 2025.

EMPLOYEE

BOROUGH OF BERGENFIELD

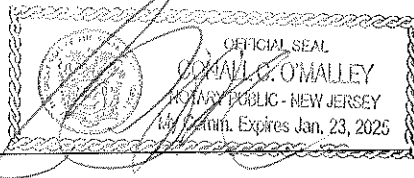
Kim Grimaldi-Thibault
Kim Grimaldi-Thibault, C.M.C.A.

Arvin Amatorio, Mayor

DATE: 1-18-22

DATE: _____

ATTEST



Witness

Witness

DATE: 1/18/22

DATE: _____

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-050

Offered by _____ Seconded by _____

Member	Aye	No	Abstain	Absent
LODATO				
DEAUNA				
MARTE				
KORNBLUTH				
RIVERA				
PASCUAL				
AMATORIO (tie)				

**A RESOLUTION AUTHORIZING THE GOVERNING BODY TO
ENTER INTO CLOSED EXECUTIVE SESSION**

WHEREAS, N.J.S.A.10:4-12 allows for a public meeting to go into closed session during a public meeting; and

WHEREAS, the Mayor and Council of the Borough of Bergenfield has deemed it necessary to go into closed session and discuss certain matters which are exempted from the public.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Bergenfield will go into closed session for the following reasons as outlined in N.J.S.A.10:4-12:

1. Any matter which by express provision of Federal law or State statute or rule of the court shall be rendered confidential.
2. Any matter which the release of information would impair a right to receive funds from the Government of the United States.
3. Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal matters of any educational training social service, medical, health, custodial child protection, rehabilitation, legal defense, welfare, housing relocation, insurance, etc.
4. Any collective bargaining agreement or negotiations.
5. Any matter involving the purchase, lease or acquisition of real property.
6. Any tactics and techniques utilized in protecting the safety and property of the public.
7. Any pending or anticipated litigation or contract negotiation.
8. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion or disciplining of any specific prospective public officer or employee unless the individual whose rights could

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-050

Offered by _____ Seconded by _____

be adversely affected request in writing that such matter or matters be discussed at a public meeting.

Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission that the responding party bears responsibility.

Purpose: Litigation/ /Personnel/Collective Bargaining

- A. Attorney-Client Privilege
 - 1. Police Department Personnel Matters
- B. Personnel
 - 1. Administration Personnel Matters

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 18, 2022.

SEAL

Borough Clerk