

**SUNSHINE NOTICE  
BOROUGH OF BERGENFIELD  
MAYOR & COUNCIL REGULAR MEETING –  
REMOTE VIRTUAL MEETING VIA WEBEX**

Please be advised, due to the current state of emergency and public health emergency declared by Governor Phil Murphy pursuant to Executive Order No. 103, and in an effort to prevent further spread of COVID-19, the January 19, 2021 Mayor and Council Regular Meeting will be held remotely via Cisco Webex in lieu of an in-person meeting. The meeting is scheduled to commence at 8:00 p.m.

Members of the public can join this meeting from their computer, tablet or smartphone. Members of the public who join this meeting will be able to give public comments during the verbal communications portions of the meeting.

**To join by phone:**

Call: +1-408-418-9388

Meeting Number (Access Code): 132 639 9635

Meeting password: wS839t9PBdU (97839897 from phones and video systems)

**To join from a video system or application:**

Dial 1326399635@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**Meeting Link:**

<https://boroughofbergenfield.my.webex.com/boroughofbergenfield.my/j.php?MTID=m9aa3a7f983ad17691e30fa8a04ab4155>

\* Link to join the meeting, agenda, and resolutions will also be available on the main page of the Borough website at [www.bergenfield.com](http://www.bergenfield.com).

Formal action will be taken.

Marie Quinones, RMC  
Borough Clerk  
Borough of Bergenfield

**BOROUGH OF BERGENFIELD  
MAYOR & COUNCIL REGULAR MEETING  
VIRTUAL MEETING VIA CISCO WEBEX  
JANUARY 19, 2021  
8:00 P.M.**

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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. The sunshine notice for this meeting dated Friday, January 15, 2021 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		
Councilman Deauna		
Councilperson Marte		
Councilwoman Kornbluth		
Council President Rivera		
Councilman Pascual		
Mayor Amatorio		

4. Salute to the Flag was led by \_\_\_\_\_.

5. Agenda Changes – additions or revisions

6. Approval of Minutes

**MOTION OFFERED** by Council \_\_\_\_\_, **SECOND** by Council \_\_\_\_\_, to approve minutes of the January 5, 2021 Reorganization Meeting and January 5, 2021 Closed Session Meeting (not to be released). 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

A. Hiring and Appointments

**21-032/**To Hire Part-Time Clerical Employee – Jaime Luppino (*Borough Administrator*)

**OFFERED** by Council \_\_\_\_\_ **SECOND** by Council \_\_\_\_\_

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

9. Correspondence

a.) Pascual/Her Drive Co.

RE: Request to place donation box at Borough Hall for hygiene products

**MOTION OFFERED** by Council \_\_\_\_\_, **SECOND** by Council \_\_\_\_\_, to approve Correspondence A. All present voting in favor \_\_\_\_\_.

10. Ordinances

11. Consent Agenda

**CONSENT RESOLUTION 21-033.** 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. **21-034/**To Approve Bill List
- b. **21-035/**To Approve Contract – Borough Attorney – John L. Schettino (*Borough Administrator*)
- c. **21-036/**To Approve Contract – Borough Engineer - Remington & Vernick Engineers (*Borough Administrator*)
- d. **21-037/**To Approve Contract – Special Projects Engineer - T&M Associates (*Borough Administrator*)
- e. **21-038/**To Approve Contract – Bond Counsel - Rogut McCarthy LLC (*Borough Administrator*)
- f. **21-039/**To Approve Contract – Labor Counsel - McCusker, Anselmi, Rosen & Carvelli, P.C. (*Borough Administrator*)
- g. **21-040/**To Approve Contract – Tax Appeal Counsel - Boggia Boggia Betesh & Voytus LLC (*Borough Administrator*)
- h. **21-041/**To Approve Contract – Tax Appeal Counsel - Gloria Oh Law Group LLC (*Borough Administrator*)

- i. **21-042**/To Approve Contract – Borough Auditor - Lerch, Vinci, Higgins LLP  
(Borough Administrator)
- j. **21-043**/To Approve Contract – Risk Consultant - GJEM – Otterstedt Insurance  
Agency (Borough Administrator)
- k. **21-044**/To Approve Contract – Grants Consultant – Millennium Strategies LLC  
(Borough Administrator)
- l. **21-045**/To Approve Contract – Borough Appraiser - Associated Appraisal  
Group (Borough Administrator)
- m. **21-046**/To Approve Contract – Borough Prosecutor – Marc A. Callelo, Esq. Mac  
Law Group (Borough Administrator)
- n. **21-047**/To Approve Contract – Alternate Borough Prosecutor – Linda H.  
Schwager, Esq. (Borough Administrator)
- o. **21-048**/To Approve Contract – Public Defender – Robert C. Metzdorf, Esq.  
(Borough Administrator)
- p. **21-049**/To Approve Contract – Alternate Public Defender – Steven  
Sciancalepore, Esq. (Borough Administrator)
- q. **21-050**/To Approve Contract – Municipal Advisor Services – Phoenix Advisors  
LLC (Borough Administrator)
- r. **21-051**/To Approve Contract – Animal Control Services – Tyco Animal Control  
Service (Borough Administrator)
- s. **21-052**/To Authorize RFQ – Zoning Board of Adjustment Attorney and  
Engineer (Borough Administrator)
- t. **21-053**/To Approve Housing Element and Fair Share Housing Plan (Borough  
Planner)
- u. **21-054**/To Approve Hold Harmless Agreement – 40 Laurel Court (Borough  
Administrator)
- v. **21-055**/To Approve Temporary Emergency Appropriation (CFO)
- w. **21-056**/To Accept Resignation – Monica Chalarca (Borough Administrator)
- x. **21-057**/To Appoint and Approve Contract – Special Labor Counsel – Chasan  
Lamparello Mallon & Cappuzzo, PC (Borough Administrator)
- y. **21-058**/To Approve Agreement – Local Public Health Services – Mid-Bergen  
Regional Commission (Councilperson Deauna)
- z. **21-059**/To Confirm Endorsements to Community Development Block Grant  
(CDBG) Projects – North and South Railroad Avenue Improvement Project  
(Grant Consultants)

**OFFERED** by Council \_\_\_\_\_ **SECOND** by Council \_\_\_\_\_

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

#### B. Resolutions

**21-060**/To Approve Contract – Bergenfield Employees' Association (Borough Administrator)

**OFFERED** by Council \_\_\_\_\_ **SECOND** by Council \_\_\_\_\_

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

12. Unfinished Business

A. Recommendations and Nominations for Boards and Committees

Mayor recommends and nominates the following to serve on the respective boards and committees for a one-year term, term expiring December 31, 2021:

**MUNICIPAL ALLIANCE COMMITTEE**

Corey Gallo - Borough Administrator  
Christopher Langschultz - Bergenfield School District

**SITE PLAN COMMITTEE**

Robert Byrnes, Jr. - Class II Planning Board Member and Fire Captain

**MOTION** by \_\_\_\_\_, seconded by \_\_\_\_\_, that the nominations be confirmed.

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

13. New Business

14. Committee/Department Reports

**MOTION** offered by Council President Rivera 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, limited to five (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 **21-061**/Authorizing the Governing Body to Enter into Closed Executive Session to discuss:

A. Personnel

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

B. Attorney-Client Privilege

1. PBA Local 309 Contact (*Borough Administrator*)

C. Contracts/Agreements

1. Tax Collector Contract (*Borough Administrator*)
2. Local 108 R.W.D.S.U., UFCW (*Borough Administrator*)

Minutes will be taken of the meeting and released to the public at the time that the matter is resolved. After Closed Executive Session, the Mayor and Council will reconvene to adjourn this public meeting.

**Motion** by Council \_\_\_\_\_ **Second** by Council \_\_\_\_\_ All in favor \_\_\_\_\_.

18. Return To Open Session

**Motion** by Council \_\_\_\_\_ **Second** by Council \_\_\_\_\_ All in favor \_\_\_\_\_.

19. Adjournment

There being no further business before the Mayor and Council a **MOTION** offered by \_\_\_\_\_, **SECOND** by \_\_\_\_\_, to adjourn the meeting at \_\_\_\_\_ p.m. All in favor \_\_\_\_\_.



**BERGENFIELD LIBRARY BOARD OF TRUSTEES MEETING**  
**Conducted virtually via Zoom**

**Minutes**  
**November 12, 2020**

**Present**

Thomas Neats, President  
Dr. Nelson Reynoso, Vice President  
Barbara Chittum, Recording Secretary  
Fanny Cruz-Betesh  
Marcela Deauna, Treasurer (joined 7:34 pm)  
Laurie Phipps  
Sarah Shaffren (joined 8:00 pm)  
Christopher Langschultz, Alternate for Superintendent of Schools  
Allison Ballo, Director  
Jennifer Murray, Administrative Assistant

President Neats called the meeting to order at 7:32 pm.

**Notification of Public Meeting**

President Neats read the report on public notification of this meeting.

**Minutes**

**A motion was made by Ms. Cruz-Betesh, seconded by Ms. Phipps to accept the October 8, 2020 meeting minutes. All in favor with the exception of Mr. Langschultz who abstained because he was not present at that meeting. Motion carried.**

**Bills**

**A motion was made by Dr. Reynoso, seconded by Ms. Chittum to approve the November 12, 2020 bill list. All in favor. Motion carried.**

**Public Portion**

No public comments.

**Correspondence**

President Neats acknowledged a thank you card sent to the Board by Ms. Ballo concerning her recent marriage.

**President's Report**

President Neats took a moment to recognize and thank all Veterans for their service. President Neats shared that he attended the NJSL Virtual Trustee Institute and found it very informative. The virtual meeting policy came from that session. He also virtually attended the NJEA convention. President Neats reported that he has visited library a few times and complimented the new story walk has a new story. President Neats mentioned the Friends annual appeal has been sent out.



## **Committee Reports**

### **BCCLS and Friends**

Friends are on still on hiatus due to COVID.

Ms. Ballo reported that BCCLS data shows circulation is down for all libraries due to COVID.

### **Building & Grounds**

Ms. Ballo informed the Board that the AC unit for the IT closet where our servers are kept has died. O'Neill Contracting provided a quote for \$4,800 to permanently correct the problem. The alternative would be to purchase another portable AC unit for the time being. The topic was tabled for future review.

### **Finance Committee**

The financial summary was distributed and discussed.

### **Personnel**

No report.

### **Policy**

President Neats shared that the NJSL Trustee Institute strongly recommended libraries having a Virtual Meeting policy if holding meetings via Zoom. Discussion followed. Ms. Phipps recommended amending the policy to state that closed sessions will not be recorded, which follows the in-person meeting policy. President Neats recommended tabling the policy until the December meeting so proposed changes can be made.

### **Director's Report**

Ms. Ballo requested an early closure on December 16<sup>th</sup> for staff development.

**A motion was made by Ms. Phipps, seconded by Ms. Chittum, to allow the Library to close at 1:00 pm on Wednesday, 12/16 for staff development. All in favor. Motion carried.**

Ms. Ballo provided an update on the library status with FEMA. The Libraries application has been updated and all expenses have been submitted. Bergenfield OEM has submitted the same expenses to Bergen CARES.

The Library was not selected for the first round of the State's Construction Grant for the YA room project. Discussion followed covering libraries that did receive funding and future options for reapplying. The Boroughs prior appropriation can be used for other capital improvement projects such as LED lighting and new HVAC units. Dr. Reynoso asked if the grant writers had any feedback as to why we did not get the grant. Ms. Ballo has not heard from them but will reach out to them. Ms. Shaffren raised the topic of solar panels in response to the LED lighting and a lengthy discussion followed. The Board requested Ms. Ballo set up a presentation with PSE&G to learn more about their Direct Install program at the 12/17 Board meeting.

### **Trustee Education**

President Neats provided a summary of the NJSL Virtual Trustee Institute seminar he attended. Topics included security and training for staff, COVID related concerns and emergency paid leave, a Virtual Meeting policy and advocacy tips.

Ms. Chittum shared that she recently attended a BCCLS Trustee Institute continuing education.



### **Old Business**

The Board revisited discussions about potentially changing banks. Discussion of options and rates at area banks followed.

**A motion was made by Ms. Phipps, seconded by Ms. Chittum, to move the Bergenfield Library checking accounts to NVE Bank. All in favor. Motion carried.**

Resolution #2020-11 Authorizing Depository for Library Funds was introduced.

**A motion was made by Dr. Reynoso, seconded by Mr. Langschultz, to approve Resolution #2020-11 Authorizing Depository for Library funds, amended to clarify only the checking accounts will be moved.**

No further action on the other financial accounts will be taken at this point.

### **New Business**

Ms. Ballo discussed the timeline for the Lucille Tendler award and the Board agreed to keep it the same as in the past.

The 2021 proposed Operating budget was distributed by mail and discussed. This proposed budget reflects a 2.8% increase in overall expenses. The increased request is specifically related to COVID expenses and state mandated minimum wage requirements. New services for 2021 would include: expanded Friday hours in July and August, continued access to Kanopy stream and Brainfuse virtual tutoring, Passport acceptance processing service during all hours of operation and new items for circulation including STEAM kits, Roku sticks with streaming subscriptions and Launchpads.

**A motion was made by Dr. Reynoso, seconded by Ms. Phipps recommending Ms. Moonitz submit the proposed 2021 Operating Budget to the Borough. All approved. Motion carried.**

Ms. Ballo advised the Board that she would begin advertising for the part time ESL Coordinator position next week.

### **Adjournment**

President Neats inquired about the December 17, 2020 Library Board of Trustees meeting and the consensus was to continue with the virtual meetings for the time being. President Neats took a moment to wish everyone a happy and healthy Thanksgiving.

**A motion was made by Ms. Phipps, seconded by Ms. Deauna, to adjourn the meeting. Meeting was adjourned at 9:41 pm.**

Respectfully submitted,

*Barbara Chittum*

Jennifer Murray, Recorder for  
Barbara Chittum, Recording Secretary



**BERGENFIELD LIBRARY BOARD OF TRUSTEES MEETING**  
**Conducted virtually via Zoom**

**Minutes**  
**December 17, 2020**

**Present**

Thomas Neats, President  
Barbara Chittum, Recording Secretary  
Fanny Cruz-Betesh  
Marcela Deauna, Treasurer  
Laurie Phipps  
Sarah Shaffren  
Mayor Arvin Amatorio  
Christopher Langschultz, Alternate for Superintendent of Schools  
Allison Ballo, Director  
Jennifer Murray, Administrative Assistant

President Neats called the meeting to order at 7:32 pm.

**Notification of Public Meeting**

President Neats read the report on public notification of this meeting.

**Minutes**

**A motion was made by Ms. Cruz-Betesh, seconded by Mr. Langschultz to accept the November 12, 2020 meeting minutes. All in favor with the exception of Mayor Amatorio who abstained because he was not present at that meeting. Motion carried.**

**Bills**

Ms. Ballo answered questions from the board related to COVID associated cleaning costs.

**A motion was made by Ms. Chittum, seconded by Ms. Cruz-Betesh to approve the December 17, 2020 bill list. All in favor. Motion carried.**

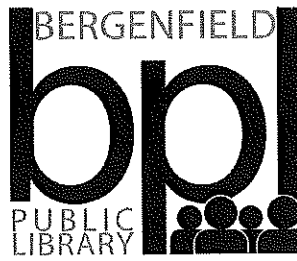
**Public Portion**

No public comments.

Mr. Dan Rugel and Mr. Christopher Fornicola from Lime Energy gave a presentation on the PSE&G Direct Install program. The goal of the program is to target inefficient HVAC units and lighting and offer a one to one replacement. Discussion followed. Mayor Amatorio discussed involving the Borough's grant writers to potentially cover our portion.

**Correspondence**

No correspondence at this time.



### **President's Report**

President Neats conveyed to the staff the Board's appreciation for all they've done during an especially difficult year. President Neats spoke of different ways to promote library services.

### **Committee Reports**

#### **BCCLS and Friends**

Ms. Ballo shared information about the Friends Holiday lights map fundraiser which raised approximately \$190. President Neats reminded the Board that the Friends annual appeal was currently ongoing.

Ms. Ballo shared that we will be joining with other BCCLS libraries to offer joint virtual programming as a cost saving measure and to open the events up to a larger community.

#### **Building & Grounds**

Ms. Ballo reported that the Library had to upgrade their firewall.

#### **Finance Committee**

The financial summary was distributed and discussed.

Options for the maturing CD at Valley Bank were discussed. Due to the potential of utilizing the funds for a future construction project, reinvesting in a shorter term CD was discussed.

**A motion was made by Ms. Phipps, seconded by Mr. Langschultz, to liquidate our maturing CD at Valley Bank and roll the funds into a 9-month CD at TD Bank or NVE Bank depending on the better rate. Should the rates be the same, preference should be given to NVE, which is now our current bank. All in favor. Motion carried.**

#### **Personnel**

Ms. Ballo reported that interviews for the ESL Coordinator position have been ongoing. There has been no contact from CWA in regards to contract negotiations.

#### **Policy**

No report.

#### **Director's Report**

Ms. Ballo shared that Borough's OEM submitted COVID expenses on our behalf to Bergen CARES for reimbursement. The library was notified that would be reimbursed almost 100% of expenses incurred through August. Expenses incurred between September and December will be submitted to FEMA.

The staff have all completed their training to become official Passport Agents. The State Department will audit the first 10 transactions or the first 30 days of active service, whichever comes first.

In January Ms. Ballo would like to introduce a "Library of Things" borrowing policy for board review. This would cover non-traditional items such as streaming sticks and tablets that would have different borrowing requirements as compared to books or DVDs.

Ms. Ballo spoke to a representative of Vanguard Energy Partners in regards to installing a potential solar system on our roof. For a variety of reasons, this would be a complicated project and Vanguard will submit a proposal for board review at a later time.



### **Trustee Education**

President Neats informed the board that their packets included information on free programs from the NJSL Virtual Trustee Institute through June 30, 2021.

### **Old Business**

The revised Virtual Meeting Policy was revisited. Discussion followed concerning implementing a roll call.

**A motion was made by Mr. Langschultz, seconded by Ms. Phipps, to approve the Virtual Meeting Policy. All in favor. Motion carried.**

Ms. Shaffren inquired as to what the standards of measurements are to determine the necessity of a virtual meeting as opposed to in person. She also raised concerns about the roll back to curbside. Discussion followed. Suggestions included options for allowing patrons to make appointments to visit the library as well as book recommendation lists. Ms. Phipps requested we add a further discussion of this topic to the January agenda.

### **New Business**

No new business.

### **Adjournment**

President Neats informed the board that the January meeting will be our reorganization meeting. The Board agreed that the January meeting will be virtual. Mayor Amatorio stated he plans on reappointing Ms. Phipps when her term expires at the end of 2020.

**A motion was made by Ms. Betesh-Cruz, seconded by Mr. Langschultz, to adjourn the meeting. Meeting was adjourned at 9:50 pm.**

Respectfully submitted,

*Barbara Chittum*

Jennifer Murray, Recorder for  
Barbara Chittum, Recording Secretary



# MID-BERGEN REGIONAL HEALTH COMMISSION

705 Kinderkamack Road, River Edge, New Jersey 07661

Phone: 201-599-6290 Fax: 201-599-6325

<http://midbergen-regionalhealth.org>

**President**  
Paul Viola

**Health Officer**  
Sam Yanovich



**Members**  
Bogota~ Englewood Cliffs  
Leonia~ New Milford  
River Edge  
**Contracting Towns**  
Ramsey~ Carlstadt~ Wallington  
Tenafly~ Ridgefield Park  
Closter~ Hasbrouck Heights~  
Bergenfield~ Garfield

## Health Officer's Report November 2020

### COVID-19

The latest Regional COVID-19 Activity Level Report from last week reported a "High" level of COVID-19 activity in all regions of the State. According to State guidelines, this is the level at which health departments may advise schools to consider implementing fully remote learning.

The CDC released updated guidance on December 2 with options to shorten the quarantine period for people who may have been exposed to COVID-19, in order to reduce the burden some individuals perceive regarding the 14-day length of the quarantine. While a shortened time period risks being less effective, it is hoped it will increase the willingness to adhere to public health recommendations. The new options which the NJDOH is adopting as well, allows persons not considered to be high-risk, and not living in congregate settings, to end quarantine on Day 10 without testing if no symptoms are reported, or end quarantine on Day 7 if they get a negative COVID test between days 5-7.

As of December 5, all indoor youth & adult sports are being placed on full pause through January 2. Additionally, outdoor gatherings are being limited to 25 individuals as of December 7. During the first wave of the Pandemic, the majority of cases were older adults and individuals with underlying health conditions. In this second wave, many of the cases are among the 18-49 age group.

The State COVID vaccination program is expected to get underway soon. The first phase of the plan, whereby the supply is limited, is designated for health care workers (i.e. 1a), and critical infrastructure workers (i.e. 1b). A majority of this phase is expected to be handled by hospitals due to the cold chain requirements of the Pfizer vaccine (i.e. initially 270K doses). About 190K doses of the Moderna vaccine is expected as well. This vaccine does not have the extreme cold chain requirements of the Pfizer vaccine.

It is hoped 130,000 healthcare workers will be vaccinated per week during this limited supply "1a" phase, followed by the critical infrastructure group, which according to the State Commissioner of Health comprises about three million workers, as New Jersey is such a large service-oriented State. A 70% vaccination rate within the healthcare workforce is hoped for the first month, followed by Phase 2, in the first quarter of 2021 for other critical groups (i.e. 1.1m doses). This is the phase where other entities such as Local Health Departments, Counties, Pharmacies, etc. will set up COVID-19 vaccination sites. Phase 3, designated for the general population, is anticipated in April/May when the vaccine supply is sufficiently large.

The Vaccine Adverse Event Reporting System (VAERS) which monitors the safety of all vaccines in the U.S., allows anyone to submit a Vaccine Adverse Event report. The National Childhood Vaccine Injury Act requires healthcare providers to report any adverse event including: vaccine administration errors; serious adverse events; cases of multisystem inflammatory syndrome; and cases of COVID-19 that result in hospitalization or death after the recipient has received COVID-19 vaccine.

### Influenza 2020

Statewide influenza activity is still at the "low" level of activity. The predominant strain is the A strain. There have been no reports of double infections with COVID-19 and seasonal flu to date.

Respectfully submitted December 15, 2020, Sam Yanovich

Bergenfield Health Department- REHS Report  
Mid Bergen Regional Health Commission

November 2020

Retail Food Establishment Inspections

**Initial Inspection- Satisfactory**

Taco Bell  
Portland Wine & Liquor  
Mi Tienda Carniceria  
New Bridge Farmers Market  
New Greenfield Farm  
Nihon Kai \*

**Reinspection- Satisfactory**

Lula's Latin Cuisine  
Dollar Tree  
New BBQ Pit  
Christine's Bake Shop

**Initial Inspection- Conditionally Satisfactory**

N/A

**Reinspection- Conditionally Satisfactory**

Cusinera Fine Asian Eatery

**Pre-Operational Inspection**

Madina Grocery & Halal Meat  
Republic 23

Public School Inspections\*

**Initial Inspection- Satisfactory**

Washington Elementary  
Hoover Elementary  
Roy W Brown Middle  
Bergenfield High  
Lincoln Elementary  
Franklin Elementary  
Jefferson Elementary

- \* All school hand washing sinks are to have ideal hot water temperatures of 90-110 degrees for proper handwashing and to ensure replacement and routinely service of all hand sinks with mixed valve sensors and combination faucets to allow for at least 15 seconds of washing without the need to reactivate the faucet. (N.J.A.C 8:24-6.7)

## Complaints

164 E Church Street (Cont.) - Dog being let out to go to the bathroom on own property but not picking up after and odors coming on to neighbor's property. Dogs licensed after speaking to owner. Inspection of property, no further complaints reported, will continue to monitor in the warmer seasons.

1 Murray Hill Terrace – Advised by tenant there was no heat in unit. Spoke with management, heat was restored within appropriate time frame, no further complaints received.

74 Lilac Street- Stray cats observed on property while walking dog. Spoke with owner regarding not to feed stray cats, will continue to monitor the situation.

120 Greenwich Drive- Two complaints regarding trash left outside by tenants in house were received. Tenants unreachable after summons were issued from health and building department thus, referred to policed department. On Monday, December 7, notification of a search warrant resulting in the seize of illegal substances and an arrest of current tenant was received, new summons to be issued. Will continue to monitor the situation.

14 S. Demarest Ave- Feeding Stray Cats wants them picked up from property. Observed property and referred to animal control. Waiting for animal control on trapping protocols.

215 Hickory Ave- complaint received about a tenant not picking up after her dogs and unlicensed, spoke with landlord about sending a notice to the tenant regarding violations and forward notice to health department. Will continue to monitor the situation.

Roy W. Brown MS – Received notice water not hot enough when washing hands, temperatures taken of all bathroom in schools building. Temperatures ranged from 65- 79 degrees. Water to ideally be 90-110 degrees. Ticket placed for plumber to adjust water temperature and sensors on in use bathroom hand sinks.

Nihon Kai- Fire reported around 3am in building due to food left in the fryer overnight. Full inspection conducted, hood system recently serviced but heavy grease, grime and debris accumulation observed in cooking area. Deep cleaning and sanitization to be conducted prior to re inspection. Satisfactory posted.

## Plan Review

Coffee Bean – 44A N Washington Avenue (In process)

## Summons issued

## Animal Bites

37 Beucler Place- Unlicensed cat bit owner's father. Cat is indoors only. Cat was placed on 10-day quarantine. Cat released and owner licensed with health department. All other animals at address to be licensed.

71 Phelps Court – Dog was sent for rabies examination after human exposure. No evidence of rabies virus based on direct fluorescent antibody microscopy

Misc.

Followed up about farmer markets in town about supplying sanitization requirements, all managers were notified to ensure sanitizer and wipes are readily available for the public during all hours of operation, spot checks to be conducted to ensure compliance (TBD)

Final Notice was sent out to all establishments who were not currently licensed for the 2020-2021 licensing period

Notice of violation due to improper outdoor storage of tires exposed to all weathered elements was sent to all auto body and tire shops after heavy violations and verbal communications took place this past summer. Mutual concern about public safety and environmental health as well as fire hazards were addressed with DPW and the building department leading to notice being sent.

## November 2020 Report of PHN Supervisor:

### Communicable Disease Control:

Active TB: Active cases are followed by the Bergen County Chest Clinic. If assistance is needed the Bergenfield PHN supports DOT.

Latent TB: No Cases received medication in November 2020.

TB Screening: Three residents were screened due to work or education mandates. TST screening has been limited to first responders and medical personnel during this Pandemic of Covid-19 to reduce the amount of residents in the Borough Hall.

Reportable Laboratory follow up: Please review the attached CDRSS report for November 2020. Covid - 19 cases are on the rise as predicted for the second wave.

Child Health Clinic: The Clinic is held under social distancing guidelines in the evening. Parents wait in their car until called up to the clinic for MD exam and vaccination. The American Society of Pediatrics and the CDC stressed the importance of continuing to vaccinate children from disease that can be vaccine preventable.

School Age Child Vaccine Clinic: Evening clinic was held to facilitate personal distancing within the Borough Hall. A total of 17 children of school age were examined by the PHN and administered a total of 17 disease preventing vaccines.

Adult Vaccine Clinic: A total of 17 adults without health insurance to cover the cost of vaccination received a total of 19 disease preventing vaccines.

Influenza Vaccine Clinics: Seasonal flu vaccines remain available for the public. They are offered at no cost for anyone over age 19. Insured and uninsured are welcome to call for an appointment. The CDC advises all be vaccinated for the seasonal flu during the pandemic.

Covid-19 Pandemic Activities: Collecting data for addresses and statistics on positive cases has been ongoing. Meetings via Zoom have been attended by staff of contact tracers within the Health Department Bi-weekly.

Hepatitis B Vaccine Clinic: POSHA vaccination for Bergenfield Staff and volunteers at high risk for hepatitis B exposure is ongoing.

Crossing Guard Vision and Hearing Screening: This activity is ongoing.

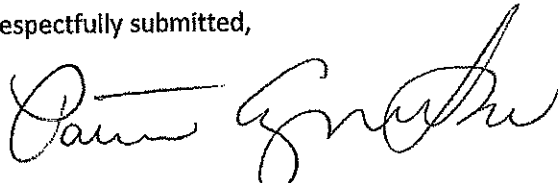
WIC: Remains on hold for in person screenings during the Covid-19 pandemic. Residents are referred to the St Joseph Hospital site.

### Other:

- ✓ Home visit to assist an elderly resident with social resources.
- ✓ Flu Vaccination offered at Bergenfield Child Care Center by request for the seasonal flu vaccine.
- ✓ This nurse attended the November BOH meeting.

- ✓ This nurse attended two seminars via zoom on Death and Dying resources for the community and mental health.
- ✓ This nurse participated in a local emergency health meeting.
- ✓ This nurse attended a conference on resources for long term care and Covid-19.
- ✓ Nursing staff advised and made recommendations for school and community quarantine needs.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Patricia August', written in black ink.

Patricia August MSN, RN, BC

CDRSS STATISTICS REPORT  
DATE FOR REPORT  
FROM 11/01/2020 TO 11/30/2020

11/30/2020 1:25 PM



User Name: PATRICIA AUGUST

Page 1 of 3

Report Parameters:

DISEASE(S):

ACUTE FLACCID MYELITIS (AFM), AMOEBIASIS, ANTHRAX, ANTHRAX-CUTANEOUS, ANTHRAX-INHALATION, ANTHRAX-INTESTINAL, ANTHRAX-OROPHARYNGEAL, ARBORVIRAL DISEASES-OTHER, BABESIOSIS, BORRELIA MIYAMOTOI, BOTULISM, BOTULISM-FOODBORNE, BOTULISM-INFANT, BOTULISM-OTHER, UNSPECIFIED, BOTULISM-WOUND, BRUCELLOSIS, CALIFORNIA ENCEPHALITIS (CE), CAMPYLOBACTERIOSIS, CHIKUNGUNYA, CHOLERA, CHOLERA-NON O1/O139, CHOLERA-O1, CHOLERA-O139, CREUTZFELDT-JAKOB DISEASE, CREUTZFELDT-JAKOB DISEASE-FAMILIAL, CREUTZFELDT-JAKOB DISEASE-IATROGENIC, CREUTZFELDT-JAKOB DISEASE-NEW VARIANT, CREUTZFELDT-JAKOB DISEASE-SPORADIC, CREUTZFELDT-JAKOB DISEASE-UNKNOWN, CRYPTOSPORIDIOSIS, CYCLOSPORIASIS, DENGUE FEVER, DENGUE FEVER-DENGUE, DENGUE FEVER-DENGUE-LIKE ILLNESS, DENGUE FEVER-SEVERE DENGUE, DIPHTHERIA, EASTERN EQUINE ENCEPHALITIS(EEE), EBOLA, EHRLICHIOSIS/ANAPLASMOSIS, EHRLICHIOSIS/ANAPLASMOSIS-ANAPLASMA PHAGOCYTOPHILUM (PREVIOUSLY HGE), EHRLICHIOSIS/ANAPLASMOSIS-EHRLICHIA CHAFFEENSIS (PREVIOUSLY HME), EHRLICHIOSIS/ANAPLASMOSIS-EHRLICHIA EWINGII, EHRLICHIOSIS/ANAPLASMOSIS-UNDETERMINED, FOODBORNE INTOXICATIONS, FOODBORNE INTOXICATIONS-CIGUATERA, FOODBORNE INTOXICATIONS-MUSHROOM POISONING, FOODBORNE INTOXICATIONS-PARALYTIC SHELLFISH POISONING, FOODBORNE INTOXICATIONS-SCOMBROID, GIARDIASIS, GUILLAIN-BARRE SYNDROME, HAEMOPHILUS INFLUENZAE, HANTAVIRUS, HANTAVIRUS-INFECTION, HANTAVIRUS-PULMONARY SYNDROME, HEMOLYTIC UREMIC SYNDROME, HEMORRHAGIC COLITIS, HEPATITIS A, HEPATITIS B, HEPATITIS B-ACUTE, HEPATITIS B-CHRONIC, HEPATITIS B-PERINATAL, HEPATITIS C, HEPATITIS C-ACUTE, HEPATITIS C-CHRONIC, HEPATITIS C-PERINATAL, INFLUENZA, INFLUENZA, HUMAN ISOLATES, INFLUENZA, HUMAN ISOLATES-NOVEL INFLUENZA A, INFLUENZA, HUMAN ISOLATES-TYPE 2009 H1N1, INFLUENZA, HUMAN ISOLATES-TYPE A (SUBTYPING NOT DONE), INFLUENZA, HUMAN ISOLATES-TYPE A H1, INFLUENZA, HUMAN ISOLATES-TYPE A H3, INFLUENZA, HUMAN ISOLATES-TYPE B, JAMESTOWN CANYON VIRUS, KAWASAKI DISEASE, LACROSSE ENCEPHALITIS(LSE), LASSA FEVER, LEGIONELLOSIS, LEPROSY (HANSEN DISEASE), LEPTOSPIROSIS, LISTERIOSIS, LYME DISEASE, MALARIA, MARBURG, MEASLES, MENINGOCOCCA...

CASE STATUS(ES):

CONFIRMED, E-SORTED, NOT A CASE, OUT OF STATE, POSSIBLE, PROBABLE, REPORT UNDER INVESTIGATION (RUI)

REPORT STATUS(ES):

DELETE, DHSS APPROVED, DHSS OPEN, DHSS REVIEW, E-CLOSED, E-HOLD, LHD CLOSED, LHD OPEN, LHD REVIEW, MERGED, PENDING, REOPENED

MUNICIPALITY(S)

BERGENFIELD BOROUGH

LABS:

CDRSS STATISTICS REPORT  
DATE FOR REPORT  
FROM 11/01/2020 TO 11/30/2020

11/30/2020 1:25 PM



GROUP BY: DISEASE NAME, CASE STATUS, MUNICIPALITY

	COUNT
DISEASE NAME: HEPATITIS B	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	2*
TOTAL FOR DISEASE NAME: HEPATITIS B / CASE STATUS: CONFIRMED	2*
CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: HEPATITIS B / CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	1*
TOTAL FOR DISEASE NAME: HEPATITIS B	3*
DISEASE NAME: LYME DISEASE	
CASE STATUS: E-SORTED	
MUNICIPALITY: BERGENFIELD BOROUGH	2*
TOTAL FOR DISEASE NAME: LYME DISEASE / CASE STATUS: E-SORTED	2*
CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: LYME DISEASE / CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	1*
TOTAL FOR DISEASE NAME: LYME DISEASE	3*
DISEASE NAME: NOVEL CORONAVIRUS	
CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS / CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	1*
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS	1*
DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	215
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: CONFIRMED	215
CASE STATUS: E-SORTED	
MUNICIPALITY: BERGENFIELD BOROUGH	1,734
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: E-SORTED	1,734
CASE STATUS: NOT A CASE	

\* For public health use only. DATA WITH VALUES LESS THAN 5 SHOULD NOT BE RELEASED TO THE PUBLIC WITHOUT ACCOMPANYING INTERPRETATION. Rates calculated from these numbers are statistically unreliable for interpretation. Municipality-level data with values less than



	COUNT
DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV	
CASE STATUS: NOT A CASE	
MUNICIPALITY: BERGENFIELD BOROUGH	384
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: NOT A CASE	384
CASE STATUS: OUT OF STATE	
MUNICIPALITY: BERGENFIELD BOROUGH	2*
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: OUT OF STATE	2*
CASE STATUS: POSSIBLE	
MUNICIPALITY: BERGENFIELD BOROUGH	4*
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: POSSIBLE	4*
CASE STATUS: PROBABLE	
MUNICIPALITY: BERGENFIELD BOROUGH	40
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: PROBABLE	40
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV	2,379
DISEASE NAME: SALMONELLOSIS - NON TYPHOID	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: SALMONELLOSIS - NON TYPHOID / CASE STATUS: CONFIRMED	1*
TOTAL FOR DISEASE NAME: SALMONELLOSIS - NON TYPHOID	1*
DISEASE NAME: VARICELLA	
CASE STATUS: E-SORTED	
MUNICIPALITY: BERGENFIELD BOROUGH	2*
TOTAL FOR DISEASE NAME: VARICELLA / CASE STATUS: E-SORTED	2*
TOTAL FOR DISEASE NAME: VARICELLA	2*
TOTAL CASES FOR SELECTED CRITERIA:	2,389

The meeting was called to order at 7:30PM

President Cheriyan stated that notice of this meeting held via Zoom was posted on the Bergenfield Website, sent by e-mail to the Record and Cablevision. It was placed on two bulletin boards in the Municipal Building and placed on file in the Borough Clerk's office.

### **ROLL CALL**

Dr. Cheriyan  
Mrs. Pfannen  
Mr. Cabuhat  
Dr. Quiroz  
Mrs. Marte

Also present Councilman Deauna, Mr. Yanovich, Ms. August, Mrs. Williams and K. Williams

### **OPEN HEARING**

There being no one present who wished to be heard, on a motion by Mrs. Pfannen seconded by Mrs. Marte and carried the time for Open Hearings was closed.

### **MINUTES**

A motion was made by Mrs. Pfannen seconded by Mrs. Marte and carried that the Minutes of the regular meeting of October 2020 be accepted as written.

### **BILLS TO BE PAID**

Mrs. Williams stated that on behalf of President Cheriyan, Purchase Orders have been signed by Mrs. Williams and submitted. A motion was made by Mrs. Pfannen, seconded by Mr. Cabuhat and carried that the following bills were paid.

Tyco	3,036.66
Tyco	2,916.66
Cooper	1,097.25
FRA	650.00
North Jersey Media Group	339.28

### **REPORTS**

#### **Legal and Finance**

"Progress"

#### **Medical**

Dr. Quiroz reported that the COVI-19 vaccine should be ready soon.

**Personnel**

Mrs. Pfannen reported that she prepared the 2021 salary proposal for the Health Department employees that was agreed on by the Board. Mrs. Pfannen stated she will email the proposal to Mr. Gallo and Mayor and Council for approval.

Mrs. Williams stated that Natalia Marte's term as a Board of Health member will expire on December 31, 2020. Mrs. Marte stated she will let us know about being re-appointed.

**Publicity**

A post on the Website and in the Record regarding the Board of Health meeting.

**Liaison To Mayor & Council**

Councilman Deauna stated that he would not comment at this time on the termination of the Mid-Bergen Shared Services contract that has been a topic of conversation. He will reserve his comments until the Closed Session meeting scheduled for November 17<sup>th</sup> to discuss the contract. Councilman Deauna also stated that the Board of Health is doing an incredible job for the town and that the Health Department is successfully functioning and will continue to do so regardless the outcome.

Mrs. Pfannen asked if the Board was on the agenda for the closed session of the Mayor and Council meeting and Councilman Deauna replied that he hadn't seen the agenda yet but said he would look into it.

**Legislature & Regulatory**

"Progress"

**Written Reports of the Department**

Mr. Yanovich reported that the latest Regional COVID-19 Activity level report has a "moderate" level in every region of the State. The Northeast region has the highest case rate due mostly to indoor sports, and not necessary school related (i.e. hockey).

Mr. Yanovich stated that as of November 9th, the Governor passed new guidelines not allowing inter-state sports which could possibly make a small impact on indoor sports transmission.

New guidelines have also been set for indoor dining, which include closing at 10pm as well as no bar seating indoors or outdoors.

Contact tracing is moving forward in full force. NJDOH is using Hot Spot Teams to respond to areas that are seeing increased cases. Hot Spot management includes: increased testing, adding more Contact Tracers and ensuring isolation and quarantine housing is available.

Mr. Yanovich reported that COVID vaccination distribution plan is being discussed weekly with State and County health officials. The distribution will be conducted by Health Departments, hospitals, pharmacies and health centers. Bergenfield is in the system as a vaccine distribution site. Mr. Yanovich also stated that four companies are currently conducting Phase 3 trials, and each has certain requirements (i.e. one vs. two doses, subfreezing storage temperature requirements, etc).

Long term care facilities will be receiving their COVID vaccines through an on-site distribution program with national pharmacy chains. NJDOH will provide weekly state, region, and county data on the COVID-19 public dashboard "Schools" tab, as well as limited school-level data as a means to provide health officials, and the public, with important information concerning the impact of COVID-19 in the schools. Schools must provide the weekly data to the State.

Mr. Yanovich also stated that statewide influenza activity is still at the "low" level of activity.

Ms. Kayla Williams reported that she inspected the elementary and middle school in town at the request of the Superintendent although, there is no food processing going on there. She will inspect Hoover and the High School next week where food is being processed. President Cheriyan asked if the restaurants in town were notified of the most recent Executive Order regarding 10PM closures. Kayla responded that she emails the restaurants any new Executive Order and State Guidelines as issued but did not email them regarding the 10PM closure because that was already in place in Bergenfield.

President Cheriyan asked Kayla if restaurants are following the guidelines of testing employees as required. Kayla replied that she is ensuring that restaurants have COVID protocol, including health check questionnaires in place. She also stated that there are many restaurants and the bigger grocery stores in town that are doing the health checks, questionnaires and temperature check.

President Cheriyan also asked Kayla to ensure that all establishments follow guidelines regarding hand sanitizers and sanitary wipes. They should always be in place and available to the customers at all times to ensure the safety of the residents.

Ms. August reported that the number of positive cases in town are increasing which in turn, increases Contact Tracing. Ms. August stated that phone call take up a majority of her time. Mostly, the school system with different scenarios such as but not limited to employees being exposed, a parent testing positive, visitors from other States/Countries and what the protocol is. Ms. August stated as Mr. Yanovich pointed out, Bergenfield is a site approved by the State and the CDC to administer the COVID-19 vaccine when available. Locations are being discussed where a clinic can be held to ensure the safety of the public.

Vice-President Pfannen stated that the COVID-19 Activity Level Report that she receives on a weekly basis from the Health Department is very informative and appreciates it.

A motion was made by Mrs. Pfannen seconded by Mrs. Marte and carried that the written October 2020 Reports of the Department be accepted as written.

## **CORRESPONDENCE**

A letter was sent to the Bergenfield Board of Health from Tyco Animal Control Services stating that their contract with the Borough of Bergenfield was not being renewed for 2021.

## **UNFINISHED BUSINESS**

### **1. COVID-19 Testing Kit**

Ms. August reported on the COVID-19 detector kit received by the Health Department. After some research and many calls, Ms. August feels the kit came directly from BD. The purpose she believes was to provide you with the machine but all other components needed would have to be purchased at the cost of the Borough.

## **NEW BUSINESS**

### **1. Mid-Bergen Contract 2021**

Vice-President Pfannen spoke on the advantages of renewing the contract for shared services with Mid-Bergen for 2021 as opposed to contracting with Bergen County. Mid-Bergen services 14 towns as opposed to the County servicing 33 towns, therefore allowing the Mid-Bergen Health Officer to be more available to the town and more accessible. Direct communication with the Mid-Bergen Health Officer is available 24/7.

The Mid-Bergen Health Officer has responded promptly to every contact made year to date. He has attended all Board of Health meetings and submitted a monthly report. The Health Officer kept the Board updated on all activity related to the Health Department especially during the COVID-19 pandemic.

The Board passed a 'Cosmetology' ordinance effective January 1<sup>st</sup>, 2021 to inspect Nail Salons/Barber Shops. Our current Mid-Bergen Inspector would conduct these inspections. The County does not inspect nail salons. The biggest advantage is having the Mid-Bergen Inspector in the office 4 days a week available to respond to any issues in Bergenfield at a moment's notice, including evenings and weekends if needed. Being in the office and available 4 days a week, allows the Mid-Bergen inspector to work directly with the building department, code enforcement officer daily to resolve any issues that requires their input more quickly and effectively. Two additional inspections the current Mid-Bergen Inspector conducts are for massage parlors and grease traps. Bergen County does not provide these services.

President Cheriyan stated that continuing with Mid-Bergen for 2021 especially in the middle of a pandemic is what he recommends for the best interest of the town. President Cheriyan also stated that there has been all positive feedback on the services Mid-Bergen has provided to the town this past year and will relay that information to the Mayor & Council. The Board will meet with Mayor & Council on November 17<sup>th</sup> and present their case.

Vice-President Pfannen stated that as President Cheriyan suggested, it would benefit the town to contract with Mid-Bergen for 2021 and evaluate other options for 2022.

## **2. Approve Standing Orders**

Mrs. Williams presented the Board with the signed Standing Orders for 2021. Ms. August spoke on there being no changes from 2020. It was the decision of the Board to accept them as presented.

## **VERBAL COMMUNITON**

A resident attending the meeting asked why the contract for shared services with Mid-Bergen was being terminated since they were providing the town with great service. President Cheriyan replied that they were meeting with the Mayor and Council to discuss reconsidering the termination for all the reasons Vice-President Pfannen mentioned earlier. The resident asked if the reason to terminate was a money issue to which President Cheriyan stated that it is more cost effective to continue with Mid-Bergen and will present all the reasons to continue with Mid Bergen to the Governing Body at the next Mayor & Council meeting. Councilman Deauna stated that a message was sent asking to include the Board on the agenda for the November 17<sup>th</sup> Mayor and Council meeting.

There being nothing further to come before the Board, on a motion by Mrs. Pfannen seconded by Dr. Quiroz and carried, the meeting was adjourned at 8:40PM.

Respectfully Submitted,

Felicia Williams  
Registrar of Vital Statistics





Borough of Bergenfield  
Police Department  
198 North Washington Avenue  
Bergenfield, New Jersey  
07621



Phone  
201-387-4000  
Fax  
201-387-0141

Mustafa Rabbah  
*Chief of Police*

## MONTHLY REPORT DECEMBER 2020 PATROL BUREAU

Members of the Patrol Bureau responded to a total of two thousand and three hundred and ten (2,310) **Calls for Service** for the month. They effected ten (10) **Arrests** for Criminal, Motor Vehicle Offenses and/or active FTA-Traffic/ACS Criminal Warrants.

Patrol Officers also investigated ten (10) **Domestic Violence** incidents and six (6) **incidents of Criminal Mischief**. There were five (5) **Thefts** reported and two (2) **Burglaries** reported.

There were no (0) **Missing Persons** incidents reported to our Department. Preliminary investigations were conducted for ten (10) **Identity Theft/ Fraud** cases. They also completed twenty-two (22) **Resident Welfare** checks, fifty-three (53) requests for **Assistance** and three (3) requests to make **Notification** to residents.

Patrol Officers issued a total of sixty-eight (68) **Summonses** for Motor Vehicle Violations. They had eleven (11) vehicles **Impounded** for violations.

Officers responded to and completed crash reports for forty-six (46) **Motor Vehicle Crashes**. They also had one hundred and thirty-three (133) requests for **Medical Aid**, and six (6) **Mental Health** matters. There were sixty-one (61) **Alarm Activations** and fifty-three (53) reports of **Fire**.

Additionally, Patrol officers responded to and investigated fifty-six (56) **Suspicious Incident** calls, fifty-two (52) **Dispute/Harassment** calls, eighteen (18) **Noise Complaints/Other Disturbance** calls, twelve (12) **Animal Complaints** (loose animal, animal bite) calls, thirteen (13) **Utility Emergency** calls and conducted five (5) **Escorts**.

All Officers continued **Security Checks** and walk-throughs of all schools, parks, banks and businesses within the Borough.



## **RECORDS BUREAU DECEMBER 2020**

TOTAL CALLS FOR SERVICE	2,310
TOTAL ARRESTS	10
DOMESTIC VIOLENCE	10
CRIMINAL MISCHIEF	6
IDENTITY THEFT/FRAUD	10
ALARMS	61
ESCORTS	5
SUMMONSES ENTERED	61
REPORTS OF FIRE	53
MEDICAL AIDED CASES	133
MISSING PERSONS	0
MOTOR VEHICLE CRASHES	46
IMPOUNDS	11
DUMPSTER PERMITS ISSUED	2

# **BERGENFIELD POLICE DEPARTMENT**

## **RECORD BUREAU**

**December 2020**

In the month of December, the Records Bureau received and logged 8 pieces of evidence.

Property claimed/returned to owner this month is 2

This month P.O. Galarza conducted Court Security 3 times

The Records Bureau updated officer's passwords for AOCTELE (5), CJIS (3), Beast (2), WatchGuard (3).

The Records Bureau assisted with multiple network issues (AOCTELE, ALPR (BOSS4) Windows, INFOCOP).

The Records Bureau removed 25 lbs. of discarded medicine from the **PMD Drop Box** this month. Prepared 4<sup>th</sup> quarter PMD Drug Burn/Covanta for 01/07/2021.

P.O. Galarza was assigned to Patrol 3 times this month

Capt. Maggi, Lt. Ost, PO Galarza completed the evidence room Semi-Annual inspection, all accounted for.

A member of Records assisted the Records Office with discovery requests

A member of Records assisted new hires with access/training to Outlook, LiveScan, WatchGuard, CJIS and Beast credentials. Telecommunicators and Supervisors were assisted/assigned credentials for RapidSOS.

PO Galarza corrected a broken dispatcher chair with a new base.

P.O. Galarza continued with expungement Orders

Lt. Ost followed up with quotes for Body Cameras (WatchGuard) and Ron Frost from LawSoft for new server installation.

A member of Records contacted Watch Guard for 706 monitor replacement, quote received.

A member of Records assisted the DB with BOSS4/WatchGuard access, equipment replacement.

A member of Records contacted GTBM for a quote for a license for DB use.

A member of Records contacted Verizon to update account and activate AirCard for DB.

A member of Records assisted LawSoft with on-site server installation.

A member of Records assisted Administration/Dispatch with surveillance cameras issues. All corrected.

A member of records assisted staff with numerous, computer, printer and scanner issues. All corrected.

# **BERGENFIELD POLICE DEPARTMENT**

## **TRAFFIC BUREAU**

**December 2020**

During the month of December, the Traffic Bureau reviewed forty-six (46) Crash Reports, eleven (11) vehicles were impounded and ten (10) vehicles were released. The Traffic Bureau handled Nine (9) traffic complaints from the public during the month of December.

The Traffic Bureau postponed in person Auxiliary Training because of the Covid-19 Pandemic, we will attempt to restart in person training in the near future.

Our radar sign board was deployed to monitor traffic as a result of a concerned resident.

A member of the Traffic Bureau was reassigned multiple days to cover manpower shortages in Patrol.

A member of the Traffic Bureau installed equipment into various Patrol and Traffic vehicles. A member of the Traffic Bureau assisted a resident with the installation of a child car seat and inspected a limousine for a Borough company.

A member attended an Active Shooter/De-escalation training class that will be instrumental with our annual department training, which was directed by the Attorney General's Office.

The Traffic Bureau with the help of our Police Auxiliaries and New Milford's Police Auxiliaries assisted with closing of the roadways for the Holiday Lights Parade.

A member of the Traffic Bureau assisted with our new hires with equipment and training.

The Traffic Bureau collected applications and inspected all the potential duty tow companies for the 2021 year.

The Traffic Bureau in conjunction with the Bergenfield Department of Public Works, examined several intersections that could potentially cause future problems and came up with remedies for the intersections.

As in the past, the Traffic Bureau continues to coordinate traffic safety details for utility companies (NJDOT, PSE&G Gas, PSE&G Electric, CSX, Suez, AJM, Altice, Atlantic Infrared, DLS, Montana Construction and Verizon) performing work in the roadways and railroad.

## **Bergenfield Detective/Juvenile Bureau Monthly Report**

*December 2020*

During the month of *December* members of the Detective/Juvenile Bureau were assigned **sixty (60) case investigations.**

*During the month of December, the Detective/Juvenile Bureau investigated several major cases:*

**Two (2) Bias Incident cases were reported and investigated. Both incidents were reported to the Bergen County Prosecutor's Office. In the first case, an unknown individual gained access to a Bergenfield High School Zoom class and made several inappropriate and racist remarks. The unknown person utilized name of several students that were already logged onto the server at the time the incident occurred. This is case currently open and under investigation. In the second incident, a DPW employee located Bias based graffiti within one of the Borough parks in a secluded area. The timeframe for the incident is approximately 6 weeks, as the graffiti was in an area away from the public and not easily visible. This case is currently open and under investigation.**

**One (1) Aggravated Sexual Assault case was reported and investigated. In this case, it was reported that a 7-year-old female was digitally penetrated by a known 15-year-old male. The incident was reported after the juvenile female disclosed the information to her parent. The incident occurred at a family member's residence within the Borough. The Bergen County Prosecutor's Office was notified of the incident and assisted with the case. This case is open and under investigation.**

**One (1) Burglary case was reported and investigated. In this case, a homeowner returned home and found forced entry to the front door. It was discovered that numerous pieces of jewelry and numerous watches had been taken. The suspects were observed on surveillance video in the commission of the crime. The homeowner estimated several thousand dollars worth of jewelry and watches were taken. This case is currently open and under investigation.**

During the month of **December**, the Detective/Juvenile Bureau also carried out **one hundred eighty one (181)** other **assignments/details and calls for service:**

The Detective Bureau **Assisted Patrol** officers on **thirty seven (37)** occasions; **Assisted other agencies** on **twenty nine (29)** occasions. Some of these other agencies included the Bergen County Prosecutor's Office Sex Crimes Unit, the Division Child Protection and Permanency (formerly DYFS), NJ State Parole, BC Probation Department and Juvenile Probation, BC Sheriff's BCI Unit, the Bergenfield Community Outreach, and the New Milford Police Department. Members of the Detective/Juvenile Bureaus also **Assisted Bergenfield residents and other civilians** with non-criminal matters on **thirty (30)** occasions.

Detectives offered **Fingerprint services** on **nine (9)** occasions. Detectives participated in **eleven (11) Transportations** that included bringing indictable cases to the Grand Jury Pre-Screening Unit of the Bergen County Prosecutor's Office, delivering evidence to the NJ State Police Lab in Little Falls for forensic examination, delivering and picking up evidence from the Bergen County Sheriff's Department BCI and Bergen County Prosecutor's Office, as well as other various in town and out-of-town locations for police related business.

Detectives also conducted several **Surveillances and/or checks** at Borough parks, Coopers Pond, the library, areas of Howard Drive/Georgian Ct, and within the borough's business districts to deter acts of narcotic use, graffiti, public alcohol consumption, littering and other illegal acts. **Five (5) Special (confidential) investigations** (following narcotics tips) are presently being conducted.

Detectives also attended meetings for the East Bergen Detective Group, BC Gang Task Force meeting and the BC Juvenile Officer's Association. Members also filed their **monthly reports for Detective and Juvenile Bureau statistics and UCR**

*December 2020*

**Training/ Special Details/ Meetings**

**All Members:**

- Reviewed Policy and Procedure via Power DMS.
- Conducted online training through MEL and NJ Learn websites.
- Reviewed “Guardian” online training videos

**D/Lt. William Duran**

- Peddler Permit Background Investigations
- Detective Bureau Yearly Report
- 

**Det. Tortora:**

- Firearm Application Investigations

**Det. Sommer:**

- Firearm Application Investigations
- Social Media in Criminal Investigation Training

**Det. Tauber:**

- Social Media in Criminal Investigation Training

**Det. Estevez:**

- Stationhouse Quarterly Report

***December 2020***

The continued investigation of all reported incidents, including extra surveillance and making contacts with informants to try and solve the cases, was made by all members of the Detective Bureau.

On the following pages are the cases, either general investigation or juvenile investigations, which were assigned and investigated for the month:

**Key for following pages:**

**Incident Type:**

- General Classification of Incident.

**Incident #:**

- Police Case #.

**Reported Date:**

- Date incident was reported (not always date it occurred).

**Disposition Comment:**

- If investigation is complete, comments entered.
- If investigation is still ongoing, box is blank.

**Case Status:**

- Status of investigation.

**Total:**

- Total cases of each Incident Type.

**Grand Total:**

- Total cases assigned/investigated for the month of ***December 2020***.



**Bergenfield Police Department**  
198 North Washington Avenue, Bergenfield, NJ 07621  
Phone: 201-387-4000 Fax: 201-387-0141 Mun. Code: 0203  
**Detective Monthly Case Management Report**  
Reported Date December 2020

**Incident Type: Applicant - Ambulance**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-27585	12/29/20	18:02	Applicant - Ambulance	Complete	Background completed, results TOT BVAC

**Total: 1****Incident Type: Background Checks**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-26029	12/10/20	11:08	Background Checks	Complete	Background check complete, tot Boro Adm.
20-27685	12/31/20	9:26	Background Checks	Active/ Inv	
20-27686	12/31/20	9:28	Background Checks	Active/ Inv	
20-27687	12/31/20	9:34	Background Checks	Active/ Inv	

**Total: 4****Incident Type: Burglary-Residential 2C:18-2**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-26733	12/18/20	19:14	Burglary-Residential 2C:18-2	DB Approval Pending	
20-27666	12/31/20	1:02	Burglary-Residential 2C:18-2	Active/ Inv	

**Total: 2****Incident Type: Criminal Mischief 2C:17-3**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-25757	12/06/20	12:26	Criminal Mischief 2C:17-3	Active/ Inv	
20-26079	12/10/20	21:53	Criminal Mischief 2C:17-3	Suspended	Unable to investigate to further, no leads or
20-26383	12/14/20	15:46	Criminal Mischief 2C:17-3	DB Follow Up	
20-27416	12/27/20	19:41	Criminal Mischief 2C:17-3	Active/ Inv	

**Grand Total: 60**





**Bergenfield Police Department**  
198 North Washington Avenue, Bergenfield, NJ 07621  
Phone: 201-387-4000 Fax: 201-387-0141 Mun. Code: 0203  
**Defective Monthly Case Management Report**  
Reported Date December 2020



**Total: 4**

**Incident Type: DB Investigation**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-26135	12/11/20	12:12	DB Investigation	Closed	Unable to corroborate information, appears

**Total: 1**

**Incident Type: Firearms Permit Applicant**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-25910	12/08/20	20:35	Firearms Permit Applicant	Active/ Inv	
20-25911	12/08/20	20:40	Firearms Permit Applicant	Active/ Inv	
20-25912	12/08/20	20:43	Firearms Permit Applicant	Active/ Inv	
20-25913	12/08/20	20:46	Firearms Permit Applicant	Complete	Application approved
20-25914	12/08/20	20:49	Firearms Permit Applicant	Complete	Application approved
20-25915	12/08/20	20:55	Firearms Permit Applicant	Complete	Application approved
20-25916	12/08/20	21:01	Firearms Permit Applicant	Complete	Application approved
20-25917	12/08/20	21:23	Firearms Permit Applicant	Active/ Inv	
20-25918	12/08/20	21:26	Firearms Permit Applicant	Active/ Inv	
20-25919	12/08/20	21:30	Firearms Permit Applicant	Active/ Inv	
20-25920	12/08/20	22:14	Firearms Permit Applicant	Complete	Application approved

**Grand Total: 60**



**Bergenfield Police Department**  
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**Detective Monthly Case Management Report**  
Reported Date December 2020



Case Number 20-25921	Date 12/08/20	Time 22:18	Incident Type Firearms Permit Applicant	Case Status Complete	Disposition Comment Application approved
Case Number 20-25922	Date 12/08/20	Time 22:20	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-25924	Date 12/08/20	Time 22:24	Incident Type Firearms Permit Applicant	Case Status Complete	Disposition Comment Application approved
Case Number 20-25925	Date 12/08/20	Time 22:27	Incident Type Firearms Permit Applicant	Case Status Complete	Disposition Comment Application approved
Case Number 20-25926	Date 12/08/20	Time 22:32	Incident Type Firearms Permit Applicant	Case Status Complete	Disposition Comment Application approved
Case Number 20-26051	Date 12/10/20	Time 16:06	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27688	Date 12/31/20	Time 10:09	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27689	Date 12/31/20	Time 10:15	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27690	Date 12/31/20	Time 10:18	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27692	Date 12/31/20	Time 10:21	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27693	Date 12/31/20	Time 10:26	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27694	Date 12/31/20	Time 10:53	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27695	Date 12/31/20	Time 10:58	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment
Case Number 20-27696	Date 12/31/20	Time 11:03	Incident Type Firearms Permit Applicant	Case Status Active/ Inv	Disposition Comment

**Grand Total: 60**



**Bergenfield Police Department**  
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**Detective Monthly Case Management Report**  
Reported Date December 2020



**Total: 25**

**Incident Type: Fraud**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-25660	12/04/20	17:20	Fraud	Active/ Inv	
20-25700	12/05/20	14:56	Fraud	Closed	Victim doesn't wish to move forward with
20-25983	12/09/20	18:10	Fraud	Closed	Victim doesn't wish to move forward with
20-26626	12/17/20	15:58	Fraud	Active/ Inv	
20-27479	12/28/20	12:35	Fraud	Active/ Inv	

**Total: 5**

**Incident Type: Graffiti**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-27530	12/29/20	7:08	Graffiti	Suspended	Unable to investigate to further, no leads or

**Total: 1**

**Incident Type: Juvenile Incident**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-26460	12/15/20	17:15	Juvenile Incident	Closed	Victim (and parent) doesn't wish to move forward with
20-27551	12/29/20	11:36	Juvenile Incident	Active/ Inv	

**Total: 2**

**Incident Type: Sudden Death**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-27264	12/25/20	9:24	Sudden Death	Active/ Inv	
20-27391	12/27/20	11:44	Sudden Death	Open/ Inactive	

**Total: 2**

**Grand Total: 60**



**Bergenfield Police Department**  
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**Detective Monthly Case Management Report**  
Reported Date December 2020



**Incident Type: Suspicious Incident**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-25770	12/06/20	16:18	Suspicious Incident	Active/ Inv	
20-25947	12/09/20	9:22	Suspicious Incident	Suspended	Unable to investigate to further, no leads or
20-26882	12/21/20	2:43	Suspicious Incident	DB Follow Up	

**Total: 3**

**Incident Type: Taking Vehicle w/o Owners**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-26002	12/10/20	1:11	Taking Vehicle w/o Owners consent	Closed	Victim doesn't wish to move forward with

**Total: 1**

**Incident Type: Theft 2C:20-3**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-26063	12/10/20	19:12	Theft 2C:20-3	Active/ Inv	
20-26692	12/18/20	9:56	Theft 2C:20-3	Active/ Inv	
20-27115	12/23/20	14:03	Theft 2C:20-3	Active/ Inv	
20-27180	12/24/20	13:22	Theft 2C:20-3	Active/ Inv	
20-27566	12/29/20	13:28	Theft 2C:20-3	Active/ Inv	

**Total: 5**

**Incident Type: Theft of Identity 2C:21-17**

Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-25458	12/01/20	12:53	Theft of Identity 2C:21-17	Closed	Refer to Other Agency
20-25612	12/03/20	21:33	Theft of Identity 2C:21-17	Active/ Inv	

**Grand Total: 60**



**Bergenfield Police Department**  
198 North Washington Avenue, Bergenfield, NJ 07621  
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**Detective Monthly Case Management Report**  
**Reported Date December 2020**



Case Number	Date	Time	Incident Type	Case Status	Disposition Comment
20-25867	12/08/20	9:54	Theft of Identity 2C:21-17	Active/ Inv	
20-26395	12/14/20	17:03	Theft of Identity 2C:21-17	Closed	Refer to Other Agency
Total: 4					

**Grand Total: 60**

## Marie Quinones

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**From:** Conall O'Malley  
**Sent:** Monday, January 11, 2021 2:26 PM  
**To:** Cindy Cenicola  
**Cc:** Corey Gallo; Marie Quinones  
**Subject:** 1/19 Agenda  
**Attachments:** 21-030 2021 Professionals.pdf

Hello Cindy,

Just wanted to get a head start with the resolution requests for next weeks meeting. Please see below, let me know if you have any questions, concerns or need more information. Attached, please find the Borough Professionals retained for the 2021 Fiscal Year. We will need contracts and resolutions for all of them. I know you will need specific numbers for them. I can get you that information by tomorrow. Anything else, please let me know. Thank you Cindy.

- 1) Professional Contracts & Resos ( I will get you any #s by tomorrow)
- 2) Approve Part-Time Hire DPW ( Jaime Loppino) \$15.50/HR
- 3) Approve DPW CBA
- 4) East/West New Contract + Reso (3 year deal + two (2) 1 year options)
- 5) TYCO Contract + Reso (1 year deal + two(2) 1 year options)

Best,

Conall

Conall C. O'Malley, MPA  
Borough of Bergenfield  
Asst. to Borough Administrator  
198 N. Washington Ave.  
Bergenfield, NJ 07621  
(201) 387 -4055  
[www.bergenfield.com](http://www.bergenfield.com)

Borough of Bergenfield  
Police Department  
198 North Washington Avenue  
Bergenfield, New Jersey  
07621



Phone  
201-387-4000  
Fax  
201-387-0141

Mustafa Rabboh  
*Chief of Police*

ANNUAL REPORT – 2020  
CHIEF'S COMMENTS

As we look back on 2020, the following pages is the yearly report prepared and submitted to provide the residents and taxpayers of Bergenfield a synopsis of what their police department has responded, handled, and investigated during the past twelve months. The department strives to always provide the best police services to our community.

Despite unprecedented challenges in dealing with a pandemic and mass protests throughout the country during this past year, the officers, telecommunicators and civilian personnel of the Bergenfield Police Department always focused on serving the citizens of the borough according to our mission statement. Police administration worked diligently with the intentions of finding ways of reducing costs while improving the quality of services delivered to the residents. In spite of all the difficulties faced, the PD was able to bring joy to residents in town. The PD, along with the Fire Department, BVAC and DPW participated in the "birthday drive by" for children who weren't able to fully enjoy their birthdays. The PD also conducted its first ever "bike with a cop" event, bringing residents and police together for a friendly ride through town.

We will continue to strive towards perfection as we move forward, always remembering the reason why we are in our roles as law enforcement public servants; and that is to serve and protect with dignity and respect. That service is made possible by the work and efforts of the personnel who report for duty each and every day.

Officers patrol the borough and respond to calls for service of varying types conducting preliminary investigations of crimes and incidents, effecting arrests, checking on suspicious activity, making referrals, administering medical aid as first responders and assisting citizens in every way possible. They also enforce state traffic laws and the local ordinances of the borough to make Bergenfield a safer community for all. Officers assigned to the detective bureau conduct follow-up investigations, work on major case investigations and work in conjunction with numerous other police and civilian agencies to solve crimes in our area and assist those in need. The detectives play an important role and assume responsibilities such as, precious metals records checks, pre-employment background investigations, internal affairs investigations, fingerprinting services, information sharing and agency assists involving numerous law enforcement agencies in Bergen County, the State of New Jersey, its surrounding states and many federal level agencies as well.

The 911 telecommunicators work the *Communications Center* and receive emergency and non-emergency calls and then dispatch the appropriate resources to those calls for service. Their role is vital as it serves as the first link between the citizen and the officer on patrol. In many instances the telecommunicators provide emergency aid instructions over the phone to a caller which could mean the difference between life and death.

The civilian personnel of the department also serve the citizens, officers, attorneys and others, by keeping custody of the records of all police documents, data and reports and then organizing the records to have it ready for trial, discovery or for any type of documentation request needed in criminal, civil or personal proceedings. Their role in organizing the archives storage and department's transition to "paperless" record-keeping has been immeasurable.

***I cannot emphasize enough that all of our employees are our most valuable resource.***

The department remains an accredited police agency through June of 2022. We have rules and regulations that have been adopted by the governing body. Our policies and procedures are in line with the accreditation standards and best practices of modern police organizations. We provide "proofs" to show those standards are met each year. The agency successfully passed reaccreditation in early 2019. In April of 2022, we will again undergo a professional evaluation from two State Assessors to ensure we are in compliance with the standards set forth by the New Jersey State Chiefs of Police. From the NJSACOP (New Jersey State Association Chiefs of Police) website on Accreditation:

***Accreditation is a progressive and time-proven way of helping law enforcement agencies calculate and improve their overall performances. The foundation of Accreditation lies in the adoption of standards containing a clear statement of professional objectives. Participating agencies conduct a thorough self-analysis to determine how existing operations can be adapted to meet these objectives.***

Our Police Officers are held to the highest standards and receive the highest levels of training in the state. That training includes ethics, bias awareness training, cultural diversity, proper use of force, de-escalation techniques, and mental health awareness. Training / Education is a never-ending process which we continually pursue in order to meet the highest standards that our community deserves.

I would like to express my sincere thanks and appreciation to the governing body for their continued support and confidence in me as the Chief of Police. It's been an honor for me to hold this position and a challenge that I look forward to improving upon. There is no one person more important than the other. Together, we can achieve great things. I look forward to working with the council in 2021 to provide the borough its best possible police services. The diversity in our community is our strength and I look forward to engaging with our community and building upon our community-based policing. The police department strives to provide the best services to the citizens of Bergenfield 24-hours a day, 7 days a week.

This annual report is a compendium of data and statistics compiled by the various bureaus within the police department. Although the annual report is a useful and informative tool, it is only a brief summary of all the work conducted by the sworn officers and civilian employees of the police department every hour of every day. No document of this type could ever measure the service that these men and women provide to the citizens of our community.

Mustafa Rabboh



Chief of Police



Borough of Bergenfield  
Police Department  
198 North Washington Avenue  
Bergenfield, New Jersey  
07621



Phone  
201-387-4000  
Fax  
201-387-0141

Mustafa Rabbah  
*Chief of Police*

## **YEARLY REPORT 2020**

### **PATROL BUREAU**

Members of the Patrol Bureau responded to a total of twenty-seven thousand seven hundred and thirty-seven (27,737) **Calls for Service** for the year. They effected one hundred (100) **Arrests** for Criminal, Motor Vehicle Offenses and/or active FTA-Traffic/ACS Criminal Warrants.

Patrol Officers also investigated eighty-nine (89) **Domestic Violence** incidents, twenty-four (24) **incidents of Criminal Mischief**. There were fifty-nine (59) **Thefts** (from motor vehicles, bicycles and other cases).

There were twelve (12) **Missing Persons** reported to our Department. Preliminary investigations were conducted for one hundred and twenty-six (126) **Identity Theft/ Fraud** cases. They also completed two hundred and thirty-five (235) **Resident Welfare** checks, five hundred and seventy-one (571) requests for **Assistance** and one hundred and three (103) requests to make **Notification** to residents.

Patrol Officers issued a total of one thousand and seventy-three (1,073) **Summonses** for Motor Vehicle Violations. They had seventy-one (71) vehicles **Impounded** for violations.

Officers responded to and completed crash reports for five hundred and thirty (530) **Motor Vehicle Crashes**. They also received one thousand five hundred and seventy-eight (1,578) requests for **Medical Aid**, and seventy-nine (79) **Mental Health** matters. There were five hundred and seventy-one (571) **Alarm Activations** and six hundred and thirty-nine (639) reports of **Fire**.

Additionally, Patrol officers responded to and investigated eight hundred and sixty-three (863) **Suspicious Incident** calls, six hundred sixty-three (663) **Dispute/Harassment** calls, four hundred twenty-one (421) **Noise Complaints/Other Disturbance** calls, two hundred (200) **Animal Complaints** (loose animal, animal bite) calls, two hundred eleven (211) **Utility Emergency** calls and conducted eighty-one (81) **Escorts**.

All Officers continued **Security Checks** and walk-throughs of all schools, parks, banks and businesses within the Borough.

## **RECORDS BUREAU 2020**

TOTAL CALLS FOR SERVICE	27,737
TOTAL ARRESTS	100
DOMESTIC VIOLENCE	89
CRIMINAL MISCHIEF	24
IDENTITY THEFT/FRAUD	126
ALARMS	571
ESCORTS	81
SUMMONSES ENTERED	1,073
REPORTS OF FIRE	639
MEDICAL AIDED CASES	1578
MISSING PERSONS	12
SUSPICIOUS INCIDENTS	863
MOTOR VEHICLE CRASHES	530
DUMPSTER PERMITS ISSUED	72

# **BERGENFIELD POLICE DEPARTMENT**

## **Records Bureau Annual Report - 2020**

The Records Bureau had a productive year in 2020. The Records Bureau recorded two hundred forty-eight (248) pieces of evidence while returning twelve (12) items to their owners.

During 2020, the Records Bureau covered nineteen (19) patrol shifts. Members of Records worked seven (7) court security details.

The Records Bureau assisted the Traffic Bureau with Traffic control and security for the following Borough events:

- Veteran's Day Ceremony

A member of the Records Bureau upgraded dispatch with the RAPIDSOS system.

A member of the Records Bureau assisted with interviews and the hiring of one (1) new telecommunicator.

The Records Bureau prepared all proper documentation and trained in basic computer assessment (CJIS) to two (2) newly hired Police Officers.

The Records Bureau prepared all proper documentation and trained in basic computer assessment (CJIS) to two (2) newly hired Police Officers.

A member of the Records Bureau obtained quotes from LawSoft for a new server (NIBRS) upgrade, for NJSP compliance, which was purchased and installed. The Records Bureau worked closely with our vendors (GTBM, KML, Lawsoft, InfoCop and Richtco) to maintain our Police CAD, 9-1-1, Police Dispatch, internal network, patrol vehicles, and borough cameras.

During the past year, the Records Bureau continued the process of revising and updating policies and procedures.

The Records Bureau completed semi-annual inspections of the Evidence Room, its Annual Audit as well as an unannounced inspection. All audits and inspections were completed without incident as all items were found as logged in the Beast.

In 2020, the Records Bureau completed numerous expungements as well as assisted with hundreds of Discovery requests.

The Records Bureau updated all police fleet computers with updated security software (Windows 10) as well as Lawsoft software.

The Records Bureau worked with Watchguard to update the software for all in-car cameras in the patrol fleet and completed necessary paperwork/quotes for equipment warranty. The Records bureau also received numerous quotes from Watchguard for the purchase of Body cameras.

In 2020, the Records Bureau collected three hundred forty (340) pounds of discarded medicine from Project Medicine Drop for destruction.

A member of Records completed on-line training and became a certified TAC officer.

Respectfully Submitted,

Lt. Eric Ost

Records Bureau

# **BERGENFIELD POLICE DEPARTMENT**

## **Traffic Bureau Annual Report - 2020**

The Traffic Bureau saw an unrepresented year as Covid-19 has hampered a lot of our programs and production in 2020. Department-wide, the summons totals were One Thousand Seventy-Three (1,073).

The Bureau continued to coordinate traffic control and security for the following Borough events that occurred during the pandemic:

- Dining Under the Stars / Car Shows
- Memorial Day Ceremony
- Veteran's Day Ceremony
- Tree Lighting in Coopers Pond
- Holiday Lights Parade
- BHS events and Graduation

In addition to the above, the Traffic Bureau handled traffic control and safety for numerous street construction and utility projects during the year, including PSE&G, Suez, CSX, and Borough Utility projects. It also coordinated traffic assistance for nine (9) funeral details, fundraiser projects for local groups and traffic safety for churches and temples during religious holidays and at times provided security.

During the past year, the Traffic Bureau continued the process of revising and updating traffic ordinances and related policies and procedures. The Traffic Bureau also updated the Borough Bicycle Ordinance.

The Traffic Bureau conducted various road surveys that provided important information regarding traffic volume and speed. The Traffic Bureau was also tasked with assisting the traffic flow for the County Food Pantry that was occurring at the dead end of West Clinton Ave. Also, the Traffic Bureau assisted the Bergenfield Health Department multiple days with their drive thru flu vaccination at Memorial Park.

The Police vehicle fleet has been refurbished to different degrees either mechanically, cosmetically or both. The Traffic Bureau anticipates replacement of other police units during 2021. The department purchased 3 new Patrol vehicles in 2020, which are to be patrol ready by 2<sup>nd</sup> quarter 2021. Vehicle designations were changed to provide optimum usage of the vehicles being replaced. In addition to the regular vehicles, the department motorcycles were used extensively throughout the year as was the radar trailer which was used to monitor speed conditions throughout the Borough as well as being used as a signboard to announce special events or conditions to motorists.

The department participates in many traffic safety and enforcement programs. In addition to conducting limousine inspections, the Traffic Bureau handles the following; motor vehicle enforcement checkpoints, pedestrian crosswalk enforcement details and radar patrols, the Police department also participates in state and federal programs such as the "Click It or Ticket" seatbelt enforcement patrol, "Put the Brakes on Fatalities Day" "You Text, You Drive, You Pay" and the "Drive Sober or Get Pulled Over" DWI patrol. However, during the year of 2020, the above programs were suspended due to the global pandemic.

A member of the Traffic Bureau collected and secured all duty weapons for return. The same member also issued and recorded all new weapons that were issued to each Officer of the Bergenfield Police Department. A member also was reassigned to coordinate and instruct the department annual firearms qualifications.

The bureau remained active by installing nine (9) child seats for the Child Seat Safety Check Program. In addition to serving the residents of Bergenfield, department technicians also assisted residents of neighboring towns whose departments no longer had technicians of their own.

During 2020 five hundred and thirty (530) motor vehicle crashes were investigated. Seventy one (71) motor vehicles were impounded and fifty six (56) motor vehicles were released from impound during the calendar year.

Currently there are twenty-three (23) school crossing guard positions that are supervised by the Traffic Bureau. In addition to regular school posts, the crossing guards provide traffic safety for pedestrians at religious services and special Borough events. All of the crossing guards received their mandatory annual training which was held at Bergenfield Police Department in late August.

The Traffic Bureau continues to serve as liaison to various Borough organizations and groups such as the Board of Education, Barrier Free Committee, Site Plan Committee and many of the religious organizations in the Borough. The Traffic Bureau oversees the running of the school safety patrols. There are approximately one hundred ten (110) safeties in the five (5) elementary schools. Each member received training from the school advisor and the Police Department supplied any needed equipment and support material. The Traffic Bureau worked with the Mayor and Council this year, addressing problems and concerns from the residents, in regards to parking, through ordinance changes, as well as providing traffic safety solutions for the elementary schools.

In 2020, the Bergenfield Auxiliary Police assisted the Bergenfield Police Department in many ways such as directing traffic, administering medical aid to victims, assisting with crowd control, providing support at motor vehicle enforcement details and security at community events. The men and women of this organization are educated about various police topics and trained at their monthly meetings. However, during this past year the global pandemic hampered many of the aspects of the Police Auxiliary.

Some of the specific events in which the Auxiliary Police have assisted include:

- Memorial Day Ceremony and Veterans Day Ceremony totaling **33 manpower hours**.
- Community events and festivals (Dining Under the Stars, Bergenfield High School Graduation, Tree Lighting) totaling **98 manpower hours**.
- Security details (Mayor & Council Meetings, Municipal Court) totaling **81 manpower hours**.
- Response to various weather-related storm emergencies totaling **29.75 manpower hours**.
- Assisted community organizations and miscellaneous patrol totaling **59.5 hours**.
- The unit additionally completed **144 manpower hours** in training during the year.
- The twenty-one members of the Auxiliary Police combined for **445 volunteered hours** to the community.

Respectfully Submitted,

Captain John Maggi

# **Bergenfield Police Department Detective Bureau**

**Yearly Report: 2020**

**Prepared by D/Lt. William Duran**



**Bergenfield Police Department**  
**Detective/Juvenile Bureau**  
**Yearly Report**  
**2020**

*The Bergenfield Police Detective Bureau's primary function is to conduct investigations regarding criminal activity that are self-initiated, initiated by other components or members of this department, or assigned by a supervisor for follow up or review. Detectives are responsible for conducting various administrative investigations when so directed and for participating in a variety of department programs and activities. In addition, the detectives are responsible for collecting, preserving and processing evidence and for processing crimes scenes when so directed to the extent their training and capabilities will allow.*

*The Detective Bureau's function will also include narcotics and vice investigations and the investigation of other "quality of life" violations as directed. The Detective Bureau may also be assigned to assist with crime prevention, training, and other administrative investigations, functions, and programs. The Bureau will also monitor the filing of Asset Forfeiture. All Firearms permit applicants will have a background investigation done by a detective. All police employment background investigations will be conducted by the detective bureau. The Bureau will also investigate and be responsible for Fire Investigation and work in conjunction with the Bergenfield Fire Department, and the Bergen County Prosecutor's Office Arson Squad, to determine the origin and cause of any major, suspicious, explosion, or other fire related incidents. The Detective Bureau will also work in conjunction and cooperation with all neighboring municipalities Police or Investigative agencies. Detectives will also work with County, State, and Federal authorities on criminal or administrative matters. The Bureau will be responsible for preparing all search warrant applications. The Bureau will also have assigned two detectives who will also handle Juvenile matters. The Juvenile Bureau will be responsible for monitoring Dangerous Stranger, Helping Hand, and the School Fingerprint Programs.*

*Bergenfield Police Detectives are responsible for conducting follow up investigations as assigned by their supervisors. They will assist the Patrol Bureau when necessary with preliminary investigations. Detectives will patrol and conduct surveillance in the Borough to detect and deter criminal activity and initiate arrests as necessary and will enforce Borough Ordinances. Detectives can be called upon to assist the Patrol Bureau and be assigned to calls of an emergency nature and to back up Patrol Officers when needed.*

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- 4. Promotions / Reassignments – Page 12**
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- 6. Special Details / Presentations – Page 16**
- 7. Total Cases – Page 16 and Attachments**

**Detective/Juvenile Bureau**  
**Yearly Report**  
**2020**

**1. The following is a sampling of the most significant cases during 2020:**

**January:**

**Four (4) Theft / Fraud** cases were reported and investigated. In these cases, several residents reported that **checks that had been placed in the mail had been stolen, "washed", and cashed or deposited** into bank accounts that were not theirs. The **total amount of fraud** that has occurred between these cases is **\$9,450.00**. These cases are currently **open and under investigation** with other similar cases that have been reported over the past several months.

**One (1) Stolen Motor Vehicle** case was investigated and closed. In this case, after approximately **11 months of investigation**, Detectives received a **fingerprint "hit"** from the Bergen County Crime Scene Unit regarding a **fingerprint that was recovered from the stolen auto**. The **juvenile actor** was eventually charged with **Theft** on a **Juvenile Delinquency Complaint**, pending his **appearance in Family Court**. This case is currently **closed**.

**Three (3) Burglary / Theft** cases were investigated. In the first case, an unknown actor **attempted to gain entry** through an unlocked window **into an occupied apartment**. Once the actor observed that the apartment was occupied, he **fled from the scene**. No items were taken. This case is currently **suspended, pending any DNA hits collected from the scene**.

In the **second case**, a business owner reported that his **landscaping trailer had been burglarized** and several pieces of **equipment was taken**. The equipment is **valued at approximately \$3,500.00**. Surveillance video was obtained of the unknown actor committing the Burglary/Theft. This case is currently **suspended, pending identification of the actor**.

In the **third case**, two unknown actors **forced entry into an apartment** via a bedroom window. The **victim was on vacation** out of the country at the time of the Burglary and it is **unknown if any items were taken** at this time. Surveillance video of the actors was captured. This case is currently **suspended, as no suspects were developed**.

**One (1) False Reports to Law Enforcement** case was investigated and closed. In this case, a female reported that upon **exiting a bus** on S. Washington Avenue, **she was attacked and sexually assaulted** by an unknown male. After **investigation and review of surveillance video** from the area, it was determined that the **incident did not occur**. The female also **defecated on the Borough Sidewalk** and left her soiled clothing at the scene. The female was eventually **arrested and charged with False Report to Law Enforcement** on a Complaint Summons and **Littering** on a Boro Ordinance Summons and **released pending her appearance in Bergen County Superior Court - Central Judicial Processing**. This case is currently **closed**.



## **February:**

**One (1) Theft by Deception / Fraud** case was reported and investigated. In this case, an elderly male resident was scammed by an unknown male. The actor contacted the victim pretending to be a Public Defender representing his grandson. The actor requested money to provide services to the grandson during his court case. The victim provided \$7,000.00 to the male, who responded to retrieve the money from the victim's residence. It was later determined that this incident was a scam. This case is currently open and under investigation.

**Four (4) Shoplifting** cases were investigated and closed. In these cases, an unknown male committed several Thefts from a business on different occasions. During the investigation, the male was identified, but could not be located. The male eventually returned to the business, committed another theft and was arrested and charged with Shoplifting in all of the cases. The total value of the items that had been taken during these incidents is \$215.00. The male was charged on a warrant and transported to the Bergen County Jail pending his appearance in Central Judicial Processing Court. The male was also found to have several outstanding warrants from other jurisdictions. These cases are currently closed.

**One (1) Missing Person** case was investigated and closed. In this case, an adult male, who had recently been released from prison, was staying with his family within the Borough. After a few days, the male left the residence and the family became concerned for his safety. The male was reported missing and an investigation ensued. The male eventually returned home after being in New York City for several days. This case is currently closed.

**One (1) Criminal Mischief** case was reported and investigated. In this case, a resident reported that several juveniles had entered the property and damaged the fence. The juveniles were ultimately identified and restitution was made to the victim. The victim did not wish to pursue complaints. The damage to the fence was \$500.00. This case is closed.

## **March:**

**Four (4) Theft** cases were reported and investigated. In the first case, an employee of a business reported that a known male had taken the tip jar from the counter of the establishment. The actor was identified by the employee and complaints are pending based on if the actor is willing to pay restitution. The total loss reported by the employee is approximately \$60.00. This case is currently closed, as the victim did not choose to pursue complaints.

In the second case, an owner of a business arrived at their business to find an unknown male removing a metal sign from the building. The male fled the area, but the owner was able to obtain a photo of the vehicle he was driving. The sign is valued at \$3,456.00. A suspect has been developed and complaints are pending. This case is currently open and under investigation.

In the third case, a male who maintains several Bitcoin conversion machines reported that a known male, who works for him, had stolen approximately \$19,285.00 by removing the money from the machine. The victim is willing to accept restitution in lieu of complaints if the actor can be located. This case is currently open and under investigation.

In the fourth case, a resident reported that their **nanny had taken several gift cards and cash** from the residence while she was employed. The investigation revealed the **nanny made several purchases** in area businesses with the gift cards. The **total value** of the missing gift cards and cash is **\$2400.00**. The **victim was willing to accept restitution in lieu of complaints**. The **actor paid restitution** to the victim. This case is currently **closed**.

### **April:**

**One (1) Attempted Murder** case was **investigated and closed**. In this case, officers **responded to a report of shots fired** and located a shooting scene. With the assistance of the Teaneck Police, it was discovered that an **adult female fired several rounds** from a handgun at her boyfriend and his brother after a dispute. The **rounds were fired into/at a vehicle** that was occupied by the two victims. **One of the victims was struck by the gunfire** and suffered non-life-threatening injuries and was transported to Hackensack University Medical Center. The **actor was apprehended and charged on a Complaint Warrant with 2 counts of Attempted Murder, Possession of a Weapon for an Unlawful Purpose and Unlawful Possession of a Weapon**. The actor was **lodged in the Bergen County Jail** pending her appearance in Bergen County Central Judicial Processing Court. This case is currently **closed**.

**Two (2) Theft by Deception / Elderly Scams** were investigated. In both these cases, residents received **phone calls from unknown individuals** stating that they were either attorneys or bail bondsman **calling on behalf of a family member who had been arrested**. The individuals **requested "bail money" and sent "representatives"** to the residences to retrieve the money from the victims. In the first case, **\$9,000 was requested** as bail money and in the second case, **\$10,000 was requested**. In both cases, the **victim's provided cash to the "representative"** that responded to the victim's residence. These cases are currently **open and under investigation**.

**One (1) Burglary** was investigated. In this case, the **owner of a residence** that is currently vacant and under construction, reported that an **unknown person had broken into the residence** through a basement window and **removed an unknown amount of copper piping**. The owner **did not have an estimated value of the missing pipe**. This case is currently **suspended, as no suspects were developed**.

### **May:**

**Two (2) Theft by Extortion** cases were **reported and investigated**. In the first case, a resident reported that he met, whom he believed to be a female on a dating website. During their conversations, the resident sent pictures of himself to the **"female", who in turn altered them to sexually explicit versions and threatened to release the photos unless he paid the "female" \$300.00**. The **victim sent the \$300.00** via a cash app and then the **female demanded more money**. The **victim declined to pursue the matter any further**. This case is currently **closed**.

In the second case, a **resident began receiving threatening messages** via text message stating that **if the resident did not send \$1,500.00 through a cash app, harm would come to members of the resident's family**. The resident **sent the money** to the Dominican Republic as instructed. After the money was sent, the **resident received additional messages** and realized that this was a **scam**. This case is currently **open and under investigation**.

**One (1) Burglary / Theft case was investigated and closed by arrest.** In this case, a contractor reported that a piece of construction equipment was taken from a residence that was currently being renovated. The equipment, described as a metal siding break, is valued at \$1,600.00. Through investigation, a known male was identified as the suspect and was eventually arrested. The male resident was charged on a complaint summons with Burglary and Theft and released pending his appearance in Bergen County Superior Court. This case is closed.

**One (1) Theft from Motor Vehicle was investigated and closed.** An employee of a business located within the Borough reported that his work vehicle was targeted during a theft. The employee reported that an unknown person entered the work vehicle and stole \$2,241.00 in cash that was located under the seat. The cash was proceeds for the business. Through investigation, it was revealed that the reporting employee made a false report and was the actor in the theft. The employee was charged on a complaint summons with Theft, False Reporting, and Falsely Incriminating Another. The complaint was mailed to the suspect's residence pending his appearance in Bergen County Superior Court.

### **June:**

**Two (2) Burglary cases were reported and investigated.** In the first case, a realtor reported that a newly renovated home was forcefully entered and damaged. The interior of the structure was damaged by an unknown actor causing approximately \$28,000.00 in damage. This case is currently suspended, as no information was obtained to lead to a suspect / arrest.

In the second case, a resident reported that her apartment had been entered while she was away and her dog, which was being watched by an acquaintance, is now missing. The resident reported that there were several items damaged within the apartment and the whereabouts of her dog are not known. The victim did not have an estimated amount of damage. This case is currently closed, as the victim refused to cooperate with the investigation.

**One (1) Robbery case was reported and investigated.** In this case, a juvenile victim reported that he was robbed while seated in his vehicle on a residential street. The victim reported that several males approached him while he was in his vehicle, assaulted him, and took his wallet and approximately \$570.00. One actor was identified, arrested, and charged on a Complaint Warrant with Robbery, Aggravated Assault and Conspiracy and was lodged in the Bergen County Jail pending a detention hearing. This case is closed by arrests.

**One (1) Stolen Motor Vehicle case was closed by arrest.** A victim reported that two of his high-end vehicles, valued at \$100,000.00 combined, were unlawfully removed from a vehicle storage unit within the borough. Through investigation, it was determined that the actor removed the vehicle, transported them to Florida, and fraudulently titled them in his name. The male was arrested and charged on a Complaint Summons with Theft (2<sup>nd</sup> Degree Crime) and Unlawful Taking of Motor Vehicles and released pending his appearance in Bergen County Superior Court. This case is currently closed.

## July:

**Eighteen (18) Burglary to Motor Vehicle** cases were reported and investigated. In these cases, numerous resident vehicles were entered during the overnight hours. All of the vehicles that were affected were left unlocked. No forced entry was located for any of the affected vehicles. Numerous items, such as loose change, car chargers, etc., were reported missing. These cases are still open and under investigation.

**One (1) Terroristic Threat / Bias Incident** was reported and investigated. In this case, an owner of a residence within the Borough reported that she was having an ongoing issue with her tenant. During the investigation, it was discovered that the tenant harassed/threatened her while utilizing Bias based language. This case is closed by arrest (see below).

**One (1) Motor Vehicle Theft** case was reported and investigated. In this case, this Department was contacted by the Bloomfield Police Department regarding a motor vehicle crash in their jurisdiction. When the owner of the vehicle, who resides within the Borough was contacted, it was discovered the vehicle had been stolen. It was also discovered that the doors had been left unlocked with the keys left in the vehicle. The stolen vehicle was recovered and returned to the victim. This case is still open and under investigation.

**One (1) Theft** case was closed by arrest. This Department was contacted by the New Milford Police Department, who had stopped a vehicle which contained packages belonging to a resident of the Borough. It was determined that the male had stolen the packages from the front porch of a residence. The packages were identified as (2) air conditioning units, total value of approximately \$400.00. The male was arrested and charged on a complaint summons with Theft and released pending his appearance in Bergen County Superior Court. This case is currently closed.

## August:

**One (1) Robbery** case was closed by arrest. In this case, a juvenile victim reported that he was robbed while seated in his vehicle on a residential street. The victim reported that several males approached him while he was in his vehicle, assaulted him, and took his wallet and approximately \$570.00. Originally, one adult actor was identified, arrested, and charged on a Complaint Warrant with Robbery, Aggravated Assault and Conspiracy and was lodged in the Bergen County Jail pending a detention hearing. After further investigation, two additional actors (one juvenile/one adult) were identified. Both additional actors were arrested. The juvenile was charged on a Juvenile Delinquency Complaint with Robbery and Conspiracy and was released pending his appearance in Family Court. The other adult male was arrested and charged on a Complaint Summons with Robbery, Aggravated Assault and Conspiracy and was released pending his appearance in CJP court. This case is closed.

**One (1) Terroristic Threat / Bias Incident** was closed by arrest. In this case, an owner of a residence within the Borough reported that she was having an ongoing issue with her tenant. During the investigation, it was discovered that the tenant harassed/threatened her while utilizing Bias based language. The adult male actor was arrested and charged on a Complaint Summons with (3) counts of Harassment, (2) counts of Terroristic Threats, and (1) count of Bias Intimidation. The male was released pending his appearance in CJP court. This case is closed.

**One (1) Fraud** case was reported and investigated. In this case, a resident reported that an **unknown person** had utilized her Amazon account to **fraudulently order (2) laptops**, valued at \$1699.99 each, which were **delivered to a different address outside of the Borough**. The total amount of fraud in the case is **\$3399.98**. This case is still **open and under investigation**.

**One (1) Suspicious Incident / Found Narcotics** case was reported and investigated. This Department was contacted by the owner of a residence who was performing an inspection of a recently vacated house. Upon arrival of officers, it was discovered that the previous owners had **left behind several packages of CDS (Marijuana)** and remnants of what was a **"grow house."** This case is currently **open and under investigation**.

### **September:**

**One (1) Graffiti** case was closed by arrest. In this case, several businesses reported that the **property had been damaged** by an unknown person(s) by **spray painting** multiple locations on the buildings. During the investigation, it was determined that the **same "tags" had been located in the city of Englewood**. The investigation led to an **adult subject**, who was **ultimately arrested and charged on a complaint warrant with Criminal Mischief**. The total amount of damage caused was **\$2,000.00**. The male actor was **lodged in the Bergen County Jail** pending a Detention Hearing. This case is currently **closed**.

**One (1) Terroristic Threat / Harassment** was reported and investigated. In this case, a **female victim** reported that after meeting a male, they began to talk to each other via phone calls and text messages. Eventually, the **messages became alarming and threatening** in nature, which caused the female to become concerned. The male actor was **charged on a Complaint Summons with Terroristic Threats and False Public Alarms**. Male served with his complaints pending his appearance in Central Judicial Processing Court. This case is currently **closed by arrest**.

**One (1) Recovered Stolen Motor Vehicle** case was reported and investigated. In this case, the police department received a **call from the Paterson Police Department**, who **recovered a vehicle that was stolen from Bergenfield in August of 2019**. At the time of recovery, the **vehicle was unoccupied**. The **value of the vehicle** at the time it was stolen was approximately **\$4000.00**. This case is still **open and under investigation**.

**One (1) Barricaded Subject / Domestic Violence** case was reported and investigated. Detectives assisted the Patrol Division with a follow up investigation of a **Domestic Violence incident involving a mentally disturbed person**. During the investigation, the female actor **barricaded herself** in her residence, which required a response by the **Bergen County Regional SWAT Team and Hostage Negotiators**. The RST eventually **forced entry** into the residence after **several hours of negotiations that were futile**, to remove the female. The **female was unharmed** during the incident and taken into custody without further incident. The female was **charged on a complaint warrant with Aggravated Assault, Simple Assault, Criminal Mischief, Contempt of Court, and Harassment**. The female was transported to **New Bridge Medical Center for evaluation** and eventually turned over to the Bergen County Sheriff's Department. This case is currently **closed**.

## October:

**One (1) Terroristic Threat/False Public Alarm** case was **closed by arrest**. In this case, the **female victim** reported being **harassed and threatened by a known male acquaintance**. The male made **several calls / text messages** to the victim in a **threatening manner**. It was also discovered that the **male had made several false 911 calls** regarding the victim's residence in order to harass her. The male was **charged on a complaint summons with Terroristic Threats and False Public Alarms**. The male was **served with the complaint** via mail pending his appearance in **Central Judicial Processing Court**. This case is currently **closed**.

**Four (4) Stolen Vehicles** were **reported and investigated**. In these cases, several residents reported that their **vehicles were stolen** from their residences. **All of the vehicles** had been **unlocked and the keys were left in the vehicles**. (3) of the (4) vehicles have been recovered at this time. These cases are currently **open and under investigation**.

**One (1) Recovered Stolen Motor Vehicle** case was **reported and investigated**. In this case, **officers recovered a stolen vehicle** that was **left at the scene** of one of the above stolen vehicle incidents. It was discovered that the **vehicle had been stolen out of Tarrytown, New York** a few days earlier. It appears that the actors who were in the possession of this vehicle are the same actors in one of the stolen vehicles from Bergenfield. This case is still **open and under investigation**.

**Numerous Fraud** cases were **reported and investigated**. Several residents reported that **unknown individuals applied for unemployment** benefits using their information. These cases have become very common and widespread throughout other jurisdictions. These cases are also **being investigated by the NJ Attorney General's Office** and Detectives have been providing case details for the AG Task force handling these cases. These cases are currently **open and under investigation**.

## November:

**One (1) Aggravated Assault** case was investigated and **closed**. In this case, a resident reported that her **adult son assaulted her juvenile son**. The **adult offender left the area** and still has not been located. Officers responded and an investigation ensued. It was discovered that the **juvenile male suffered minor injuries after the male offender strangled the victim**. The actor was charged on a **complaint warrant with Aggravated Assault**. This case is currently **closed**, pending his arrest, incarceration, and appearance in **Central Judicial Processing Court**.

**Two (2) Stolen Vehicles** were **reported and investigated**. In these cases, several residents reported that their **vehicles were stolen** from their residences. **All of the vehicles** had been **unlocked and the keys were left in the vehicles**. These cases are currently **open and under investigation**.

**One (1) Robbery** case was **reported and investigated**. In this case, the **victim attempted to sell a PlayStation 5** via an agreement made on Facebook Marketplace. The **victim met the actor** at the Dunkin Donuts to complete the transaction. Upon meeting the actor, the **actor took the PlayStation 5 and fled the area in a vehicle, striking the victim** and another vehicle while fleeing. The value of the PlayStation is \$500.00. This case is still **open and under investigation**.

**Numerous Package Theft** cases were **reported and investigated**. Several residents reported that packages were taken from their property after being delivered. These occurred in various locations throughout the Borough. These cases are currently **open and under investigation**, pending review of surveillance video

### **December:**

**Two (2) Bias Incident** cases were **reported and investigated**. Both incidents were **reported to the Bergen County Prosecutor's Office**. In the first case, an **unknown individual** gained access to a Bergenfield High School Zoom class and made **several inappropriate and racist remarks**. The unknown person utilized name of several students that were already logged onto the server at the time the incident occurred. This is case currently **open and under investigation**.

In the second incident, a **DPW employee located Bias based graffiti** within one of the Borough parks in a secluded area. The **timeframe for the incident is approximately 6 weeks**, as the graffiti was in an area away from the public and not easily visible. This case is currently **open and under investigation**.

**One (1) Aggravated Sexual Assault** case was **reported and investigated**. In this case, it was reported that a **7-year-old female was digitally penetrated by a known 15-year-old male**. The incident was reported after the juvenile female disclosed the information to her parent. The incident **occurred at a family member's residence** within the Borough. The **Bergen County Prosecutor's Office was notified** of the incident and assisted with the case. This case is **open and under investigation**.

**One (1) Burglary** case was **reported and investigated**. In this case, a homeowner **returned home** and found **forced entry to the front door**. It was discovered that **numerous pieces of jewelry and numerous watches had been taken**. The suspects were observed on surveillance video in the commission of the crime. The homeowner estimated **several thousands of dollar's worth** of jewelry and watches were taken. This case is currently **open and under investigation**.

## **2. Miscellaneous Statistics for 2020:**

During 2020, the Detective/Juvenile Bureau faced significant challenges due to not only the ongoing Pandemic, but a continued shortage of manpower. In the 1<sup>st</sup> four months of the year, we were operating minus a Juvenile Detective. This not only put a strain on the remaining Juvenile Detective, but the other members of the Bureau, as everyone's case load increased, including the supervisors. In May, we gained a Juvenile Detective, but he was not initially able to help relieve some of the stressors, as he was in training and worked cases with a senior Detective to learn his craft. In August, the Detective Sergeant was promoted to Lieutenant and was reassigned to the Patrol Division, thus again creating a manpower shortage. This once again put a strain on the entire staff, as caseloads and responsibilities increased throughout the Bureau. All while there were times when the remaining members of the Bureau supplemented Patrol, in a much-needed scenario, as coverages were needed due to officers being absent recovering from COVID-19.

Even though we were dealing with these unprecedented times, we not only faced an approximate 20% increase in cases (100 more than 2019), we also observed a monumental increase throughout the state (294% increase) in Firearm Identification Card and Firearm Purchase Permit Application Investigations, which increased for the Bureau approximately 87% (105 more cases than 2019).

During 2020, the Detective/Juvenile Bureau also carried out **two thousand one hundred and ninety-five (2195) other assignments/details and calls for service:**

Detectives made a total of **fourteen (14) Court appearances (virtual or in person)** at the Bergenfield Municipal Court, Grand Jury and Juvenile Court. Detectives participated in **one hundred fifty (150) Transportations** that included bringing indictable cases to the Grand Jury Pre-Screening Unit of the Bergen County Prosecutor's Office, delivering evidence to the NJ State Police Lab in Little Falls for forensic examination, delivering and picking up evidence from the Bergen County Sheriff's Department BCI and Bergen County Prosecutor's Office, as well as other various in town and out-of-town locations for police related business. The Detective Bureau also completed **thirty-nine (39) Sex Offender registrations (or re-registrations).**

The Detective Bureau **Assisted Patrol** officers on **five hundred and seventy-three (573)** occasions, **Assisted other agencies** on **four hundred and seventeen (417)** occasions and **Assisted Bergenfield residents and other civilians** with non-criminal matters on **three hundred and forty-three (343)** occasions. Some of these other agencies included the Bergen County Prosecutor's Office Arson Investigation Squad, the Division of Youth & Family Services (DYFS), NJ State Parole, BC Probation Department and Juvenile Probation, BC Sheriff's BCI Unit, the Bergenfield Community Outreach, Englewood, Teaneck, Tenafly, New Milford, and Dumont Police Departments.

Detectives also conducted **surveillances and/or checks** at Borough parks, Coopers Pond, the library, areas of Howard Drive/Georgian Ct, and within the borough's business districts to deter acts of narcotic use, graffiti, public alcohol consumption, littering and other illegal acts. **SNAP** was conducted on **seventy-nine (79)** occasions at the schools in Bergenfield. **Fingerprint Services** were conducted on **ninety-four (94)** occasions. **Twenty-seven (27) Peddler Background Check** Investigations were conducted. A total of **sixty-nine (69)** employee/volunteer background checks/investigations were conducted. These include checks on potential **Borough employees, DPW summer help, Bergenfield Fire Department and Bergenfield Ambulance Corp. volunteer applicants and Police Officer** Background checks for applicants.

**Sixteen (16) arrests** were also issued/conducted. **Two hundred and twenty-six (226)** Firearms background checks were completed for **applications to purchase handguns and Firearms ID cards.**



### **3. Juvenile Bureau Statistics for 2020:**

During 2020, members of the Bergenfield Police Department Juvenile Bureau handled **forty four (44) Referrals**. These referrals include **eight (8) Juvenile Complaint Referrals** and **thirty six (36) Referrals** for the Juvenile Bureau requesting either assistance with **non-criminal family matters**, or where **delinquency** was addressed **without Juvenile Complaints**.

Regarding the above-mentioned referrals, they were handled in any one of the following ways:

- No complaints requested
- No complaints, Outreach/Crisis intervention involved
- Handled by school and/or parents
- Referred to DYFS (now DCPD)
- Alarms cancelled (re: runaways/missing juvenile)
- Stationhouse Adjustment

### **4. Promotions / Reassignments in 2020:**

- Sgt. Ramos was promoted to the rank of Lieutenant and reassigned to the Patrol Division
- Officer Estevez was reassigned to the Detective Bureau – Juvenile Bureau

### **5. Training / Meetings in 2020:**

#### **All DB Members:**

- Reviewed all BPD General Orders, Policies and Procedures
- Reviewed Borough's Employee Handbook
- Firearms Qualifications (Once due to COVID-19)
- In Service ASP Training
- In Service OC Spray Training
- Semi Annual Use of Force and Vehicle Pursuit Guidelines
- Reviewed Use of Force and Vehicular Pursuit Videos
- Annual Domestic Violence Training
- All mandated NJLEARN / MEL online training was completed

**D/Lt. Duran:**

- Crimestoppers Meetings
- Domestic Violence Updates / Liason Training
- Annual Liquor License Renewals
- Employee Yearly Evaluations
- Annual Active Shooter Training
- Firearm Requalification
- Child seat installations
- Mayor and Council Meeting Security Detail
- Police Applicant Background Investigations / Interviews
- E-Screening Training
- Domestic Violence Refresher Instructor
- Mayor and Council Meeting – Honor Guard
- RWB Middle School Appreciation Ceremony
- Early Warning System Training (BCPO)
- Homeschool student tour of PD Headquarters
- Dumont PD Funeral – Honor Guard
- Devils Game – Honor Guard
- Ivory Tower – Leadership Training
- Child Seat Technician – Recertification
- Jurisdictional Threat Assessment Training
- NJ Information Sharing Training
- LEADS Online Training
- Birthday Drive-bys
- Protest Security Details
- BHS Graduation Detail
- Police Telecommunicator Background Investigation
- Crossing Guard Applicant Background Investigations
- Anti-Police Movement Training
- Bias Officers Refresher Training
- EMS Background Investigations
- Fire Department Background Investigations
- Town Bicycle Event – Motor Unit
- Honor Guard Detail – Veteran's Day Ceremony
- Juvenile ECDR Training
- Handle with Care Training
- TCADR Advisory Board Meeting
- Staff Meeting

**D/Sgt. Ramos:**

- Municipal Alliance Meetings
- Crimestoppers Meetings
- Annual Active Shooter Training
- Active Shooter Instructor Training
- Peddler Background Checks

- Firearm Requalification
- Police Applicant Background Investigations
- CODIS Training
- Staff Meeting
- NJ Information Sharing Training
- LEADS Online Training
- Birthday Drive-bys
- Protest Security Details
- BHS Graduation Detail

**Det. Tortora:**

- Annual Active Shooter Training / Instructor
- PBA Collective Bargaining Seminar
- PBA Mini Convention
- Municipal Court
- Firearms Requalification
- PBA Scholarship Presentation
- PBA Training
- Firearm Applicant Investigations
- Municipal Court
- Superior Court – Grand Jury
- Superior Court – Firearms Appeal Hearing
- Alcotest Recertification
- Firearm Application Investigations
- Firearm Permit / Revocation In-service training
- PBA Health Benefits Seminar
- NJ Information Sharing Training
- LEADS Online Training
- Birthday Drive-bys
- Protest Security Details
- BHS Graduation Detail
- Administrative Hearing appearance
- Anti-Police Movement Training

**Det. Sommer:**

- Crimestoppers Meetings
- Annual Active Shooter Training
- Municipal Court
- Alcotest Recertification Training
- Firearms Requalification
- Firearm Applicant Investigation
- Yearly Active Shooter Training
- Firearm Permit / Revocation In-service training
- Gang Intelligence Roundtable

- NJ Information Sharing Training
- LEADS Online Training
- Birthday Drive-bys
- Protest Security Details
- BHS Graduation Detail
- Anti-Police Movement Training
- Social Media in Criminal Investigation Training

**Det. Tauber:**

- Annual Active Shooter Training
- Firearms Requalification
- Grand Jury
- Municipal Court
- Megan's Law Registrations
- Crimestoppers Meeting
- Juvenile Officer's Association Meeting
- Child Safety Seat Technician Recertification
- LEADS Online Training
- Birthday Drive-bys
- Protest Security Details
- BHS Graduation Detail
- Anti-Police Movement Training
- Bias Officers Refresher Training
- Juvenile ECDR Training
- Handle with Care Training
- Social Media in Criminal Investigation Training

**Det. Estevez:**

- New Detective Training
- Birthday Drive-bys
- Protest Security Details
- BHS Graduation Detail
- Bergen County SWAT Team Negotiator Callouts
- Bergen County SWAT Team Negotiator In-Service Training
- Anti-Police Movement Training
- Juvenile Lockup Survey Training
- Family Court – Juvenile Court
- Juvenile ECDR Training
- Handle with Care Training

## 6. Special Details / Presentations:

- PBA Toy Drive
- Car Seat Installations
- \*\*\*Special Details / Presentations severely limited due to Pandemic\*\*\*

## 7. Total Cases:

The following pages present a breakdown of all cases investigated by members of the Bergenfield Police Department Detective and Juvenile Bureaus for **2020 (Total: 655)**. On the following pages are the cases, either general investigation or juvenile investigations, which were assigned and investigated for the year:

### **Key for following pages:**

#### **Incident Type:**

General Classification of Incident

#### **Incident #:**

Police Case Number

#### **Reported Date:**

Date incident was reported (not always date it occurred)

#### **Disposition Comment:**

If investigation is complete, comments are entered.

If investigation is still ongoing, box is blank.

#### **Case Status:**

Status of investigation

#### **Total:**

Total cases of each incident type

#### **Grand Total:**

Total cases assigned/investigated for the year

Borough of Bergenfield  
Police Department  
198 North Washington Avenue  
Bergenfield, New Jersey  
07621



Phone  
201-387-4000  
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### **Deputy Chief's Annual Report 2020**

Since March 2020, we have been under a Pandemic that has not been seen in this Country since the Spanish Flu of 1918. Governor Murphy has declared a State of Emergency due to Covid-19. Attorney General Grewal issued Administrative Orders. On May 25, 2020, George Floyd died while in Police Custody which set off peaceful protests, riots and looting around the Country. Due to the aforementioned, this year has been a very difficult year for policing and this needs to be accounted for while reviewing the year. Policing has been much more reactive rather than proactive as face to face encounters have been minimized.

#### **Administration**

Currently, we are operating at full capacity as Captain John Maggi was promoted in November 2019.

#### **Patrol**

Currently, we are operating at a manpower shortage due to one suspension and 2 officers retiring from the department. Two of the four squads are working with 5 officers as opposed to the 6 officers that would allow flexibility with assignments, such as training, directed patrol, time off and sick leave. Officers are checked monthly by their supervisors and all are working with the required equipment. One recently promoted Lieutenant is currently in his working test period and is working to standard. Patrol Officers have made few self-initiated arrests and traffic enforcement has diminished significantly, resulting in fewer summonses than past years. We will be implementing strategic operations and directed patrols to assist in pedestrian safety efforts and traffic enforcement. In July 2019, four officers were hired. All have successfully completed their Field Training and are on Active Duty. Uniforms, equipment and body armor were purchased for all in compliance with their contract.

## **Detective Bureau**

Currently, we are not operating at full manpower due to the shortages in the patrol division. The Detective Sergeant position has been vacant for most of the year and Detectives have been moved to patrol as needed to fill Manpower Shortages. A Juvenile Detective was brought into the DB and trained to fill a previously vacant position. Once the Bureau is fully staffed, I expect the Bureau to address many of the quality of life issues facing the Borough and an increase in enforcement. The Bureau has been able to work in conjunction with the Patrol Division and other agencies to make numerous narcotic arrests and continues to work on cases and investigations with the utmost attention. A Detective is on loan to the DEA and has been involved in numerous arrests/seizures resulting in federal forfeiture funds being allocated to the Department. Detectives completed Background checks on numerous applicants for Police Officer.

## **Field Training**

The Field Training Program is currently being supervised by Lt. Ramos. We currently have 2 lateral transfer candidates that are scheduled to be hired in the near future and will enter into the Field Training Program.

## **Traffic**

Currently we are operating without a Traffic Lieutenant, due to manpower shortages as Captain Maggi was promoted. The division conducts Limo inspections, child car seat installations, coordinates all borough functions, such as parades, ceremonies, etc. The traffic division oversees the hiring / training of crossing guards, currently at 25. The traffic division also oversees the hiring / training of the auxiliary police, which currently stands at 19. There were no grants awarded for pedestrian safety, distracted driving and drive sober or get pulled over, due to the Pandemic, but we will be vigorously exploring these opportunities in the future. Officers of Traffic were utilized to ease manpower shortages in the Patrol Division on numerous occasions.

## **Records**

The Records division is operating at a full manpower as 1 clerk was hired and trained and a Lieutenant was transferred into the unit. From the beginning of the year until this date, we have retrieved approximately 315 pounds of unused/unwanted medicine slated for disposal. The Records Bureau coordinates/maintains all technology for the Department. Officers of Records were utilized to ease manpower shortages in the Patrol Division on numerous occasions.

### **Drunk Driving Enforcement Fund (DDEF)**

In September, 2019, I received the DDEF Application. I completed the application and forwarded to Chief Rabboh, Rich Cahill and Corey Gallo to sign off on. Once they all completed, I submitted the application to the DDEF Coordinator, Paul Groffie. To this date, we have not received the award for 2020. This award is to be used for enforcement details and equipment purchases for DWI enforcement.

### **Bullet Proof Vest Funds (BPVF)**

All Police Officers have either been supplied with Bullet Proof Vests from the Department or are currently utilizing vests from their previous employers.

In 2020, we ordered 10 vests, for the 4 new hires and officers whose vests expired and were in need of new vests. The new officers received their vests earlier in 2020 and the other 6 officers are awaiting the arrival of their vests. Currently, we have SLEO3 that will need vests as they are all utilizing vests from their previous employers. Several officers will need vests in 2021 as their vests will be expiring.

We have two different BPV Funds, the state and the federal funds. There are different rules and requirements that must be met for each of these funds. I was able to apply for the State Fund Grant and the award is \$4,696.73 for 2019 and the 2020 application was completed. I was able to apply for the Federal Grant and the award is \$2435 for 2020. The Federal Grant is a matching fund.

### **Equipment Tracking**

All new officers have been supplied with equipment/uniforms in compliance with their contract. The lateral transfer hires that are scheduled for the near future are currently in the process of being fitted for equipment/uniforms to be in compliance with their contract.

Lieutenants in charge of each Bureau of the Department conduct monthly and random line inspections to make sure that all officers are outfitted with the proper equipment and to identify any equipment needs.

Currently all equipment is operationally ready.

### **Active Shooter**

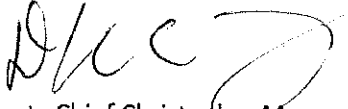
We conducted Active Shooter Training for the entire Department in February, 2020. Our Active Shooter Training Officers continued with in-service training as opportunities were available. We will continue with Active Shooter Training both, Department wide and individually in the next year.



**Motor Vehicle Enforcement**

From the beginning of the year through November, Officers issued a total of 1,005 motor vehicle summonses: 578 for moving violations and 427 for parking violations.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'D/C Massey', with a large, stylized flourish extending from the end of the signature.

Deputy Chief Christopher Massey

**BERGENFIELD ZONING BOARD OF ADJUSTMENT  
REGULAR MEETING MINUTES  
TELECONFERENCE VIA ZOOM  
December 7, 2020**

Chairman Shimmy Stein called the meeting to order at 7:06 P.M.

**OPEN PUBLIC MEETING STATEMENT**

In compliances with the Open Public Meetings Act, the notice requirements have been satisfied. Meeting dates are confirmed at the Annual Meeting. Notice of this meeting was provided to the Record, Star Ledger, and Cablevision, posted on two municipal public notice bulletin boards and published on the borough website. Notice of this meeting via the November 30, 2020 Sunshine Notice has been sent to the Record, Star Ledger, and Cablevision, posted on two municipal bulletin boards and the Borough website.

Any board member having a conflict of interest involving any matter to come before the board this evening is reminded they must recuse himself/herself from participating in any discussion on this matter.

**PLEDGE OF ALLEGIANCE**

Led by Chairman Shimmy Stein.

**INTRODUCTORY STATEMENT**

**Read by Board member Friedman**

Welcome to the Zoning Board of Adjustment. Let me briefly explain what we do. We are appointed by the Bergenfield Council to decide when a property owner should get relief from the strict application of the zoning code requirements. Typically, we hear two types of variances. The first is whether an applicant can vary from land restrictions including rules on sideline distance, height, and lot coverage. That is commonly called a bulk variance. The second is a use variance, where an applicant wants to use the property for a purpose not permitted under the zoning ordinance in that zone.

In these cases, the applicant has the burden of meeting certain criteria set forth in the Municipal Land Use Act. We carefully listen to the testimony, including objectors, and review all relevant documents. If a majority of the Board concludes that the applicant has satisfied those criteria, we must grant the requested variance.

Mr. Friedman added to the statement any misconceptions that may exist. The zoning board doesn't change or modify the zoning. Mr. Friedman stated only the council can do that. The zoning ordinance can only be changed by the council. The zoning board's job is to determine only whether a section or part of a zoning code provision should be relaxed for a particular applicant. The board members here take their obligations extremely seriously.

**ROLL CALL**

**Present:** Shimmy Stein, Richard Morf, Sara Berger, John Smith, Joel Nunez, Charles Steinel, Amnon Wenger, Marc Friedman, and Joel Berkowitz

**Also Present:** Ronald Mondello, Esq., Zoning Board Attorney, Frank Rotonda, Zoning Board Engineer, Asher Forst, Moderator, Michael Knowles, Planning Board Liaison, Councilman Marte, Council Liaison, and Hilda Tavitian, Board Clerk

**Absent:** no one

**APPROVE MINUTES OF PREVIOUS MEETING – November 18, 2020**

**Motion By:** John Smith

**Second By:** Sara Berger

**All ayes. None opposed.**

**Moment of Silence – Anniversary of Pearl Harbor Day**

**Motion By:** John Smith

**Second By:** Shimmy Stein

**All ayes. None opposed.**

Everyone wished Board member Joel Nunez a happy birthday.

**CORRESPONDENCE**

Borough attorney Mondello stated the first correspondence that came in on November 5, 2020 was by Preserve Bergenfield Alliance. They are in attendance this evening. It's a lengthy letter that was sent to the board members. Mr. Mondello stated he had sent it to Mr. Capizzi also. Mr. Mondello stated they don't need to read it into the record but the Preserve Bergenfield Alliance is welcome to read it during the public comment portion of the meeting. The second correspondence received was between the construction code official, Phil Neville, and Scott Jezequel dealing with the easement. The zoning board doesn't deal with easements, only the governing body can grant or deny the applicant to pave over the easement. Mr. Mondello stated he leaves it to the borough engineer and the applicant's engineer to resolve those issues. If they don't resolve those issues even if the board were to look favorably on this application and the governing body denies paving over the easement, the zoning board's approval would be meaningless.

**VERBAL COMMUNICATIONS**

**Comments by members of audience on matters not on evening's agenda**

No one came forward.

**OLD BUSINESS**

**Resolutions:**

34 Highgate Terrace LLC., 34 Highgate Terrace, Build new single family home

**Motion By:** Shimmy Stein

**Second By:** Sara Berger

**All ayes. None opposed.**

Dr. Jason Suss, 179 S. Prospect Avenue, Requesting extension

**Motion By:** John Smith

**Second By:** Charles Stein

**All ayes. None opposed.**

**Application:** 145 West Main Street, LLC  
145 West Main Street  
Change of use to a multi-family dwelling R-5 zone to RM zone

Chairman Stein stated that board member Steinel who wasn't here for the last meeting requested and listened to the audio recording of the last meeting. He is up to date on the issue.

Mr. Steinel stated he listened to the AI transcript of the meeting.

Mr. Stein told the audience they are going to hear witnesses testify and give testimony on different aspects of the application. Mr. Stein stated it is questions only tonight. There will be no commentary on anything heard tonight. They will be directed to the professional that can best answer their question. There are 97 people attending the webinar. Repetition will not be helpful for anyone and there is no need to repeat the same question.

Matthew Capizzi, attorney for applicant, 11 Hillside Avenue, Tenafly, NJ stated this is an application for a use variance and site plan approval. The presentation was started on November 18, 2020. The board heard testimony from the site engineer, Michael Hubschman, who was questioned by members of the board and the public. The board engineer also spoke about his review letter and some of the testimony provided by Mr. Hubschman, and some commentary that was raised by members of the public. Testimony from Chris Blake, architect, and Lou Luglio, traffic engineer, will be provided tonight. The issue of the easement remains under review. Mr. Hubschman has been trying to get in contact with representatives of the DPW to discuss the easement and see what can be done. They hope to have an answer as to what would be permitted to improve with the easement at the subsequent meeting.

Chris Blake, architect, 24 New Bridge Rd, Bergenfield, NJ, stated he prepared the architectural plans and has visited the site and surrounding area. Mr. Blake shared the plan, consisting of 6 sheets (Exhibit A-3), that was submitted to the board on the screen. There are two additional elevation sheets (Exhibit A-4) that Mr. Blake is presenting this evening. Mr. Blake stated the property is on the northeast corner of N. Franklin Avenue and West Main Street. The building is approximately 120 ft x 55 ft and will be placed on the middle of the property. The building is three stories with parking, lobby, two stairwells, mechanical room, trash room, and an elevator on the first level. There is a two lane drive aisle that makes a perpendicular turn to the left. It wraps on the northern and eastern sides. The handicapped parking is underneath the building, making it easier to enter into the lobby, mechanical room, and trash room on the first floor. It is a L shaped plan. The ceiling height of the garage level is at least 8 ft. (at least 96 inches). Mr. Blake stated the lobby is accessible from the street and from the interior of the parking. There will be LED recess lighting in the ceiling with safety and security measures in the garage level. The trash room will be located near the lobby and is accessible from the front and the rear.

Mr. Blake stated the second and third floors will be the apartments and are exactly the same. On each floor, there will be 6 one bedroom layouts and 2 two bedroom layouts at the corners of the building. There are two fire escapes going up and down the building with an elevator in the center of the building. Each apartment is modest in size. The two bedroom apartments are up to 900 sq. ft. and the one bedroom apartments are in the 650-700 sq. ft. range. The two bedroom will have just one bathroom. Each unit has a washer/dryer room, small mechanical closet, one or two bedrooms, a kitchen, and living room. The PTEC wall units, supplementing the heating, will be underneath the windows on the exterior of the building. The corridors will need to be ventilated and are still working that out. Mr. Blake stated the building will be fully sprinklered, including the parking level and will be according to the code of New

Jersey. The exterior of the building has been designed to face Main Street to create an entry on the lower level as well as the parking entrance. As you move up on N. Franklin Avenue, the natural grade/slope of the land is higher. Therefore, some of the parking area will be partially submersed underground. Mr. Blake explained the upper two floors will have double hung windows with grills and a peaked roof. The top of the roof will be sloped. One of the variances needed is for the height. The height requirement is 30 ft. and they are proposing 33 ft., three ft. over the allowable. The higher floors are not any higher or bulkier than a traditional single family house. The columns, peaks and roof lines add character and gives a residential look. There will be stones on the bottom and siding around the building. Mr. Blake stated the intent of the three big peaks was to present the characteristics of three single family houses. It blends in with the character of 50 x 100 properties in the surrounding area. The massing remains in line and is similar in keeping with three single family homes. They are over slightly in height by 3 ft. The aesthetics are the best option they have and would have minimal impact. Mr. Blake stated they are setting the building back 15 feet and a single family home would be only 12 ½ feet. The building is compatible with the neighbors next door. Sheet A8 shows a shadow of the building. The shadow cast by the building in the morning and afternoon won't be more than a single one family house and there would be minor effects.

Chairman Stein stated the side yard setback for a single family home is 5 ft. in a R5 zone and requested clarification from Mr. Blake stating that the proposed building will have setback of 15 ft. where 12 ½ ft. required.

Mr. Capizzi stated the resolution from when the church obtained the major subdivision approval for this lot, when the easement was discussed in the application, the Planning Board had said the side yard setback was being enhanced on the lot to account for the easement. The board conditionally approved a right yard side setback of 12.5 ft. and left yard side setback of 2.5 ft. He can provide the board a copy of the Planning Board resolution with the setbacks for the lot.

Board engineer Rotonda stated at the last meeting there were some concerns about the proximity of the sanitary sewer easement and the drainage conditions. Mr. Rotonda stated the applicant's engineer is responsible to satisfy those things even if granted relief by the zoning board. Mr. Rotonda inquired if they will be amending the application prior to proceeding in light of the comments incurred due to the drainage limitations and the sanitary sewer constraints that affects this property. Mr. Rotonda stated they might need to modify the building size and might want to reconsider the design before proceeding. Mr. Rotonda stated he doesn't have any questions with the design of the building.

Mr. Capizzi stated Mr. Hubschman is best suited to answer Mr. Rotonda's question. Mr. Capizzi stated they will proceed with the application. Mr. Hubschman is still working through the issues and if there is a need for an adjustment, they would have to address it at that point. Mr. Hubschman is still reviewing the issues and will have worked through them when they come back before the board at the next meeting. They are seeking preliminary and final as well as variance approval. Mr. Capizzi stated it's their desire to meet with the DPW now before the board votes on the application.

Mr. Friedman inquired if it is feasible for three single family homes to be built on the three parcels if the use variance is denied. Mr. Friedman inquired how many trees are going to be removed.

Mr. Blake stated yes. It is possible. Mr. Blake stated he doesn't know how many trees will be removed and would have to ask the engineer.

Mr. Stein stated there are 22 trees that will be removed. Mr. Stein stated that Mr. Capizzi had stated at the previous meeting that an equal amount of trees would have to be removed if three single family homes were built on the property.

Mr. Capizzi stated that was from Mr. Hubschman. Mr. Hubschman can elaborate on that further when he comes back at the next hearing.

Mr. Smith inquired about the size of the trash room and if it is going to be big enough to hold all of the trash cans and recyclable bins. The 95 gallon trash bins are big. Mr. Smith inquired what the height of the building is from the ground level to the top of the roof. Mr. Smith stated he measured it and his measurements come out to be higher than 33 feet. Mr. Smith inquired about the line of sight at the entrance and exit of the building.

Mr. Blake stated it's approximately 12 x 8 ft. There is a mechanical room next to it that's probably 30 x 8 feet. Those two rooms are more than adequate in size. They have the ability to make the trash room grow. Mr. Blake stated the 33 feet is the height from the average grade. The average grade has a slope from one side of the building, 75.5 ft., to the lower point of the floor which is 71 ft. The ridge is 105 which is 33 ft. above the average grade. It would be 105 minus 71 which would be 34.21 ft, to be exact, at the right hand side. The traffic engineer is more qualified to answer questions about line of sight. He doesn't see a problem with line of sight and stated it would be the same as a single family house.

Mr. Mondello stated unfortunately, Mr. Steinel has been having technical problems with having to restart his computer. He informed Mr. Steinel that he will have to listen to the recording and the AI transcript for the portions of the meeting he has missed.

Mr. Berkowitz stated that it appears to him that if someone opens the trash room door at the same time as someone opening the lobby door, the two doors would bang into one another. Mr. Berkowitz stated there are no doors to the staircase and assumed it was for fire reasons.

Mr. Blake stated he can correct that. Mr. Blake stated there will have to be a door there somewhere along there. It can be on a electronic release that is with the fire code of the building. It makes it more inviting to go upstairs. They will make it work with the fire code. Mr. Blake stated there is a lot of space on Main Street and won't be a issue. There is more than 100 feet of curb on Main Street even with the driveway. He can review that with Mr. Hubschman.

Mr. Steinel stated the borough ordinance requires six clear feet for each barrel for garbage pick up at the curb. Mr. Steinel stated there is going to be 9 garbage barrels and inquired if there will be enough footage between each of the barrels to line them up on the sidewalk. DPW goes out of their way to accommodate property owners to pick up garbage but they don't have to. Mr. Steinel stated clear footage is lost with poles and street signs being in the way. Mr. Steinel suggested measuring that again as 54 feet will be used just with garbage cans.

Mr. Capizzi stated at the last hearing, Mr. Hubschman had stated there would be 4-5 barrels for the building based on the experience he's had with similar buildings.

Mr. Steinel stated the ordinance is based on the number of bedrooms, 1 barrel for every three bedrooms. Twenty-five bedrooms equates to 9 barrels and you are entitled to buy more. The zoning board does not control the ordinance.

Mr. Stein inquired if in the event of a fire, there is no need to get a fire truck underneath the building and if there is access on all four sides.

Mr. Blake stated there is access on all sides and the fire trucks do not need to go underneath the building for any reason.

**Questions from residents within 200 feet:**

Janet Rosado, 135 W. Main Street, inquired how the smell of the trash will be handled and will the trash bins on the sidewalk obstruct the view of driver's coming in and out of the parking lot.

Mr. Capizzi stated Mr. Hubschman will address her concerns.

Mr. Mondello inquired if the extra 3 feet in the height of the building is going to interfere with Ms. Rosado's sunlight.

Mr. Blake stated the extra 3 ft. is only at the peak of the building and 3 ft. wide strip down the middle of the building. They will move the building away from her property and will be closer to N. Franklin Avenue which doesn't have a neighbor. They are trying to provide more light, space, and air that will make up the difference of the peak of the building being 3 feet higher. There will probably be 20-25 feet between the two buildings, which is substantial.

Mr. Rotonda suggested Mr. Capizzi and Mr. Blake provide an illustration for the board's and public's consideration to show how the proposed building compares to the neighboring buildings. Other communities which have heard similar arguments have required such renderings. She's having trouble expressing her concern since she is not a professional.

Mr. Capizzi stated they will take Mr. Rotonda's suggestion under consideration.

Nelson Reynoso, 14 S. Franklin Avenue, stated there have been a lot of apartment fires in the area and inquired how does this design take into consideration the newer and tougher building codes in New Jersey. Mr. Reynoso inquired if the many wood framed complexes throughout New Jersey have violated building codes and as a result have caught fire.

Mr. Blake stated the building will be built according to the building codes in New Jersey and the Bergenfield ordinance. The building department will enforce that. The building will be fully sprinklered and provide all the fire safety regulations the building code has. The building will be built to and above the applicable building code as required today and make sure it's up to the latest building codes.

Mr. Capizzi stated they can't comment about other projects. This building will be built in accordance with all applicable building codes.

Jose Gonzalez, 45 S. Demarest Avenue, inquired if there was an assessment done about the sewer system in Bergenfield and any record of communication with any office about heavy traffic.

Mr. Mondello stated Mr. Blake didn't speak about sewers, but spoke about the building. Mr. Gonzalez's question would be best addressed by the engineer. The questions for Mr. Blake should be based on his testimony. The sewer was testified to by Mr. Hubschman.

Mr. Stein stated Mr. Hubschman had given a full assessment of the sewer at the last meeting. Mr. Gonzalez can go through the minutes of the last meeting, the answer to his question is there.

Alexis Michel, lived at 46 N. Prospect Avenue for 40 years and now resides at 15 Homestead Place, stated she has questions about traffic and when she can ask them.

Mr. Stein stated the traffic engineer will be testifying afterwards. They will be taking a short break after this segment and then the traffic engineer will testify.

George Kapitanelis, 15 Homestead Place, inquired how is it possible that this building with all these apartments can cast the same shadow as a single occupancy home.

Mr. Blake stated he was referring to shadow being cast onto the neighbors to the east, 135 W. Main Street. The face of the building on that side can be similar to a single family building based on that side. The whole building will have a bigger shadow to the rear. The bigger shadow will always be to the rear and never cast a shadow onto the street. The shadow will always be behind it.

**Questions from any residents:**

Edward Roman, 55 River Edge Rd, inquired if the windows are larger than most houses and are there more windows than homes would have. Mr. Roman inquired how many windows will be facing Franklin School and the neighbors in the back.

Mr. Blake stated the windows are similar in shape and size of a single family dwelling with double hung windows, with 1 or 2 windows per bedroom. There isn't an abundance of windows. The sides of the building are sparse with windows. There are six windows facing the Franklin School.

Mary Hernandez, 25 Birch Avenue, inquired what the longest shadow the building will have on each side. Ms. Hernandez inquired if Mr. Blake is comparing the building to a normal single family home or a larger single family home requiring variances. Ms. Hernandez inquired how many apartment buildings Mr. Blake has done. Ms. Hernandez inquired what is being done to ensure privacy and noise as the apartments are small. Ms. Hernandez inquired if there are sight lines between Franklin School in the apartment building. Ms. Hernandez inquired how many votes are needed to approve this application.

Mr. Blake stated it is infinite. The sun moves all day long. There is no way to show it on an exhibit. Mr. Blake stated he is comparing the building with a building built to a maximum the zoning ordinance allows. Mr. Blake stated he has done 6-7 apartment buildings. This is the smallest one. Mr. Blake stated there is a state code regarding noise transmission between apartments that needs to be followed. There is sound installation and all kinds of material that can be used. Some part of the building has to be next to the elevator. They will use installation, sheetrock, and other materials to address the noise issues. Mr. Blake stated Franklin school will be more than 100 ft. away. There is a minimal amount of windows facing the school. A single family house would have the same situation. They could plant trees and landscaping between the school and the apartment building.

Mr. Stein stated 5 out of 7 votes are needed to approve this application. The alternates can ask questions but they can not vote.



Mr. Friedman stated he is an alternate member and because one of the regular members was absent during the first meeting, he will become a voting member.

Mr. Stein stated that is not correct because Mr. Steinel listened to the tapes of the previous meeting and is caught up with the original members.

Mr. Capizzi stated that the question would be which board members would be eligible to vote at the time the board takes a vote. If there are seven regular members, then they would only be permitted to vote.

Bochy Lora, 28 East Central Avenue, inquired if there will be background checks done on the people renting the apartments. Mr. Lora inquired who is responsible for checking the sexual predator list before the apartment is given to someone.

Mr. Capizzi stated they can not discriminate with the people they place in the apartments. There would be some sort of credit check and whatever is standard in the industry would be applied.

Mr. Stein stated New York City no longer allows to check criminal records. He doesn't know if that is the same in New Jersey. There is a list of sexual predators that is public and can be checked.

Mr. Mondello stated it is prejudicial and discriminatory to do criminal background checks. There are three tiers with respect to Meghan's Law. Based on that tier, they need to tell police where they move from location to location. As they move up within the tiers, they are prevented to live within x amount of feet from a school. The police monitor that.

Mr. Smith stated the council had passed on ordinance on fair sharing housing. The person the borough hires needs to do a check on everything for those apartments that fall under the affordable housing the borough is responsible for.

Tinmary Stirling, 260 W. Clinton Avenue, inquired if Mr. Blake can confirm the appliances in each apartment.

Mr. Blake stated each apartment would have a dishwasher, 30 inch range, refrigerator, Ptec heating and air conditioning unit, stackable washer and dryer, and a hot water heater.

Nelson Reynoso, 14 S. Franklin Avenue, inquired if there will be fire prevention units installed in the apartments and in the attic.

Mr. Stein stated the entire building is sprinklered.

Mr. Blake stated there will be sprinklers in every cavity that is 4 ft. tall. There will be smoke detectors, heat detectors, carbon monoxide detectors, and all safety equipment required by the state code.

Margaret Casper, 69 Meyns Place, inquired if the fire department would be able to get into the garage. Ms. Casper inquired if there would be two people living in the one bedroom apartments and four people living in the two bedroom apartments.

Mr. Stein stated it was testified that there is enough space on all four sides and the entire building is sprinklered, there would be no need for a fire truck to go underneath the building. Mr. Steinel is a fireman lieutenant and he would be able to answer Ms. Casper's question.

Mr. Steinel stated you would never go inside the building with a fire truck. It is the same with going underneath a building. It is not necessary.

Mr. Blake stated it is not up to him to decide the number of people living in the apartments. There could be 1 or 2 people living in the one bedroom apartments. It would be surprising if there were four people in the two bedroom apartments. It could be 2-3 people. He has no control over that or any way of knowing that.

Jose Gonzalez, 45 S. Demarest Avenue, inquired what is the level, angle, or view is from anyone living in the apartments of Ms. Rosario's home. Mr. Gonzalez inquired what the height of the building is.

Mr. Blake stated it would be exactly the same as a single family house. The second floor of the building would be similar to the second floor of a single family house. The third floor would be similar to the attic floor. The property is on a hill and there is a slight grading down to the east. The height of the building is 33 ft. The top of the second floor window above average grade will be about 18 ft. and the top of the third floor window above average grade will be 27.5 ft.

Yudi Susana, 3 S. Franklin Avenue, inquired what amount of light will be produced in the residential part if all of the lights were on in the building in comparison to three homes.

Mr. Blake stated if all of the lights were on in the building, it would be more than three single family homes. There would be 10-15% more light coming from the windows.

A recess was taken at 8:56pm. Everyone returned to the meeting at 9:05pm.

Lou Luglio, traffic engineer, 30 Montgomery Street, Jersey City, NJ, stated he looked at the application from a vehicular traffic standpoint, pedestrian circulation, and a parking aspect. He reviewed the site plan, visited the site a number of occasions, and conducted his own observations on the site and prepared a report. There is a revised report dated 10/16/20. As far as traffic and parking, he utilized the Institute of Industry Engineer's manual to forecast the number of vehicle trips generated any type of land use. Mr. Luglio stated he utilized the Institute of Industry Engineer's manual also for parking generation, looked at Urban Land Institute for parking ratios, and US Census updated information to look at vehicle ownership and percentage of people that use public transportation. It is common place to look at and refer to the manuals. Mr. Luglio shared on the screen Figure 1 showing the existing aerial view of the site earlier in the year. The next slide he shared was a combination of the site plan superimposed on top of the existing aerial view along with the landscaping plan was superimposed in front of the building along W. Main Street. There will be 25 parking spaces, two are ADA accessible parking spaces. There is physical space for cars to enter and exit the site and park. There is a physical distance of 280 ft. that a person sitting in their vehicle can see to the right and does not interfere with any of the proposed landscape elements. There is 240 ft. of sight distance available looking to the left. Mr. Luglio stated that meets the required sight distance to make a left or a right turn. There is no restriction in making a left or right turn on W. Main Street other than the double yellow line. The proposed driveway is approximately 110 ft. away from the closest part of the crosswalk along W. Main Street.

Mr. Luglio stated he looked at the traffic patterns and historical data. Due to the COVID-19, there is no way they can collect reasonable traffic data at this point. It's not reasonable to collect pedestrian traffic walking along W. Main Street because Franklin school is operating under a modified schedule. Mr. Luglio stated Figure 3 shows and displays a vehicle making a right turn going into the driveway and a vehicle making a left turn going into the driveway which both can be accomplished. Figure 4 shows a vehicle coming out of the proposed driveway, either making a right turn or coming across W. Main Street making a left turn. Mr. Luglio stated he tried to superimpose a vehicle exiting the driveway from across the street (backing out of the driveway onto W. Main Street). Mr. Luglio explained a vehicle backing out of the driveway across the street would not interfere with a vehicle coming out of the proposed driveway. There is one singular access on W. Main Street with no access on Franklin Street. Three single family plots would have three driveways, one that would be on N. Franklin Avenue. The next slide shared was of 12 one bedroom units and 4 two bedroom units for a total of 30 required spaces per RSIS. They are proposing 20 parking spaces plus 5 guest parking spaces. There are parking spaces on Franklin Avenue that can be used for guest parking after 5-6pm. Mr. Luglio stated there isn't going to be a significant amount of vehicles going in and out of the proposed building. The nearest bus transportation is within walking distance, approximately 7 minutes, along W. Main Street and Washington Avenue. The sight distance of 15 ft. back from the curb is an adequate distance for a person in the vehicle to see oncoming traffic from both directions. Mr. Luglio stated they can place pedestrian signals on either side of the driveway so it would act like a traffic signal. It would be for pedestrians crossing in both directions, with the pedestrian having the right of way. The am peak occurs from 7:45am to 8:45am in the morning that coincides with school in operation and students walking to school from 8:10am to 8:45am. There is an overlap of the peak hour of the roadway and the peak hour of the school in the am, not as much in the pm. There are usually other activities in the pm, pre COVID-19 times where not all the students are leaving at the same time. Mr. Luglio stated he had a conversation with Mr. Thompson, the principal of Franklin school on November 20, 2020 about school operations, what is happening with school activities, and the number of students inside the school. It's down to a 20% level on a daily basis because of the hybrid schedule.

There could be a traffic buildup along W. Main street, in the vicinity of the frontage of the school and could build in front of the frontage of the proposed property. Mr. Luglio stated it could happen but has not witnessed it first-hand. The majority of the students walk to the school. There would not be a negative affect of the vehicles coming in and out in the morning if there were approximately 100 students walking to school. Mr. Luglio stated the pedestrian signal would add a level of pedestrian safety. Mr. Luglio stated this is a low generator of vehicle trips since it is only 16 units. The number of trips proposed has to do with how many or what intersections they do an analysis for. They are not able to collect data due to COVID-19 to do an analysis. Based on the low levels of vehicles coming in and out of the site, it does not generate enough traffic to warrant doing an analysis at the intersection or the driveway. There is no requirement. There are 8% of people that don't own a vehicle and up to 15% that utilize public transportation. Mr. Luglio stated the trend right now and the past few years has been for less auto ownership and more use of rideshares. A person may own a vehicle but not take it out to work every day. Although the parking space would still be required, the number of vehicles coming in and out on a daily basis would also go down. Based on the low intensity of a residential use, this project even compared to three single family homes, would have a little bit more of vehicles coming in and out of the site. The number of driveways consolidated into one would be beneficial regarding the traffic flow being focused into one driveway. The sight distance of 280 ft. to the right and 240 ft. to the left complies with the design criteria of the Bergen county standards. Mr. Luglio stated 30 parking spaces are required by the RSIS standard. They are proposing 1 parking space per 1 one bedroom unit and 2 parking spaces for

each two bedroom apartment, making it 20 parking spaces for the residents leaving 5 spaces onsite for guest parking or additional non-designated residential parking. Thirty parking spaces are required by the RSIS standard. There would be parking spaces available for guest parking along Franklin Avenue in the evening. The parking is adequate. There would be no significant conflict associated with the proposed driveway and the driveways along W. Main Street that are across the frontage of the proposed site.

Mr. Luglio stated an air quality study is not required for a project this size. A UPS or Fed Ex truck would not be able to go underneath the building. They would park along W. Main Street and drop packages off at the lobby entrance as they would for any other property along W. Main Street. Mr. Luglio's recommendation is to have a private hauler for trash pick up as it is something they can control. A vehicle would be able to pull into the driveway portion of the site. The receptacles would be positioned closer to the building and not at the curb on the street. It would ease the concern of the bins on the curb.

Board engineer Frank Rotonda inquired where the statistic of 8% of people not having vehicles came from. Mr. Rotonda inquired if the statistics is specific to Bergenfield. Mr. Rotonda requested Mr. Luglio explain why he was not able to present a capacity analysis. Mr. Rotonda asked Mr. Luglio if he can explain what RSIS is and why it is relevant to this project.

Mr. Luglio stated the statistic comes from the 2010 U.S. census data that gets updated every 2-3 years based on new information and forecasting. They look at the census track for Bergenfield to gather information. The 8% is who responded to the census from Bergenfield specifically from the census track within Bergenfield. Mr. Luglio stated he believes 8% is a realistic number. Mr. Luglio stated that normally they would go to the intersection and count the number of vehicles traveling in each direction of the intersection and any movements in each direction. They would take the information and run analysis for the am, the pm, the peak hour on Saturday, and/or during school dismissal. Mr. Luglio stated a capacity analysis shows how well the intersection processes traffic at each one of the approaches. They would do the analysis for the existing condition and then add the anticipated traffic for the built condition. There are not a lot of people traveling, on the roadway, and the school has a reduced capacity on a daily basis due to COVID-19. They are not able to collect reasonable data due to COVID-19. Mr. Luglio stated RSIS stands for Residential Site and Improvement Standards. The state of New Jersey put this together for guidance and regulation for residential sites. In addition to the parking spaces required, they looked at what the roadways should look like on a residential street, and how many lanes. RSIS is only applicable to the state of New Jersey and is specific for residential projects. Mr. Luglio explained each municipality has its own parking requirement for different land uses. The standard is relevant for this site. Mr. Luglio stated there would be at least 3 parking spaces available along Franklin Ave after 6pm.

Board member Marc Friedman wanted Mr. Luglio to confirm he has stated that guests or residents would be able to use N. Franklin Avenue to park their vehicles. Mr. Friedman inquired if Mr. Luglio had taken into consideration the no parking overnight borough ordinance between 2am-6am, which includes N. Franklin Avenue. Mr. Friedman inquired where would residents, who needed an additional space park if it's not available within the 25 spaces within the project. Mr. Friedman stated they can't count on having parking spaces on N. Franklin Avenue available for overflow. Mr. Friedman inquired if the analysis would be more reliable if they had information available that was not affected by COVID-19, where the traffic has not been depressed by COVID-19. Mr. Friedman inquired if Mr. Luglio's opinion stand on firmer ground if it were based upon an analysis of the automotive and pedestrian school traffic after the lockdowns end.

Mr. Luglio stated guests would only be able to park on N. Franklin Avenue 6pm-11pm. Mr. Luglio stated guests would not be able to park on Franklin Avenue overnight. Mr. Luglio stated according to RSIS standards, the 30 required parking spaces includes guest parking. They are short 5 parking spaces. Mr. Luglio explained they are accommodating all of the residents onsite. It's just 5 guest parking spaces that are not accommodated onsite. The RSIS states if there is on street parking available for guest parking, it could be added into the analysis. Mr. Luglio stated they can have a count on pedestrian and vehicle traffic, but when would that happen. Mr. Luglio stated that would not be a reliable sample until September. The historical data is not at the intersection here and there isn't a great source of data. The site doesn't generate enough traffic for it to have a significant affect on the operation of the intersection. Mr. Luglio stated he could estimate numbers of the intersection approaches as a baseline and then show additional vehicles in the morning and in the afternoon. It would not make a difference in the capacity analysis.

Board member Sara Berger stated she is concerned about USP and FedEx deliveries and the flow of traffic. Ms. Berger inquired if there is a way to have a curbside cutout so the vehicles can park during their deliveries.

Mr. Luglio stated they didn't think about that. It might be accomplished on the left side of the driveway, between the driveway and the intersection. They would have to push in the sidewalk. Mr. Luglio stated it is something they can look into.

Board member John Smith inquired if Mr. Luglio got his data from the county. He inquired if the NJDOT gets their data from the county. Mr. Smith stated he hasn't seen NJDOT in town in the 30 years he's been living in Bergenfield. Mr. Smith stated the garbage cans will affect the line of sight of vehicles pulling out of the driveway. Mr. Smith inquired what Mr. Luglio considers trip generation to be very minor. Mr. Smith inquired if Mr. Luglio compared in the NJDOT and county statistics, statistics for Bergenfield and what the population of Bergenfield is? The population has gone up quite a bit from the 2010 census. Mr. Smith stated Mr. Luglio had stated the sight distance required is achievable is 25 miles per hour and inquired what is the average speed of the vehicles going on Main Street and the average speed on Franklin Avenue. Mr. Smith stated the average speed was not take, it was estimated. Mr. Smith explained that two weeks down, the speed limit is posted. Everyone is going faster than 25 miles and inquired what that does to the assessment. Mr. Smith inquired where a guest would park if they are staying overnight. Mr. Smith inquired if Mr. Luglio reached out the to Bergenfield police department for a traffic study. Mr. Smith inquired if Mr. Luglio had read the recommendations from the site plan committee and about the traffic inflow. Mr. Smith stated Mr. Luglio should look at the accident reports and speeding tickets for that block as it does have an impact.

Mr. Luglio stated the information is a combination of both Bergen county and NJDOT. NJDOT gets their information from both the county and the state. The state hires people. Mr. Luglio agreed with Mr. Smith in that the garbage cans will be affecting the line of sight of vehicles pulling out of the driveway. Mr. Luglio stated he would consider anything under 50-60 vehicles that are generated in a peak hour to be minor. Mr. Luglio stated he doesn't have information for what the Bergenfield population is. The 2010 census is the basis and it gets updated every two years. The same distance is based on the posted speed limit. Mr. Luglio explained that that is an existing condition and won't do anything to the assessment. Vehicles coming out of the site have a certain amount of distance they can visually see. If vehicles are doing more than the posted speed limit, it becomes an enforcement issue. Mr. Luglio stated a guest would not be able to park overnight. Mr. Luglio explained the number of vehicles generated during the peak hours are not significant enough to have any impact along W. Main Street or the

intersection. The site itself doesn't generate enough traffic to warrant any additional study. Mr. Luglio stated he did not reach out to the Bergenfield police department for a traffic study. Mr. Luglio stated he has that information but did not rely on it for this study. Mr. Luglio stated that is an existing issue and would not have an impact.

Board member Charles Steinel stated the amount of foot traffic that comes past the site on a daily basis, even with the lower numbers in school, causes a tremendous amount of traffic backup. The driver will not have a line of sight to the roadway and needs to wait until the pedestrian is clear 100 feet from the center line of the driveway before they have a clear view of the street based on where the driveway is located. Mr. Steinel stated Mr. Luglio needs to physically go there and look at it.

Mr. Luglio stated a pedestrian crossing or walking along the line of sight is not the same as a physical impediment to the driver not being able to see. You can see around the pedestrian moving and is not a line of sight issue.

Board member Joel Berkowitz inquired if Mr. Luglio took into consideration that there is a limited number of stores in the area and the nearest supermarket is close to a mile. This would increase the number of cars necessary for people to function properly in the area. In addition, he doesn't know how many handicapped tenants there will be. There will be two dead spots people can't park in due to the two handicapped spots. Mr. Berkowitz stated it increases the estimated number of spots necessary and reduces the number of spots estimated there actually will be.

Mr. Luglio stated every unit would have a parking space and the two bedroom units would have two parking spaces. They have the required ADA parking spaces. The ADA space is not only for the residents of the building, but also residents that may have a guest that needs a ADA space that is built in into the ratio. There would be an assigned space for every unit. There would be 16 spaces assigned and the rest would be unassigned.

Mr. Stein stated the next meeting is January 4, 2021 at 8:00pm. The application will be brought back and there will be no further notification. It will be placed on the municipal bulletin board. There are two other applications that will be reviewed at the January meeting also. He wished everyone a happy holiday and a happy new year. Mr. Stein thanked Mr. Forst for helping with moderating the meeting.

#### **MOTION TO ADJOURN MEETING**

**Motion By:** John Smith

**Second By:** Shimmy Stein

**All ayes. None opposed.**

Meeting was adjourned at 11:02 pm.

Respectfully Submitted,

  
Hilda Tavitian, Clerk

Zoning Board of Adjustment

**BOROUGH OF BERGENFIELD  
PLANNING BOARD TELECONFERENCE  
MEETING VIA ZOOM  
MEETING MINUTES  
SEPTEMBER 21, 2020**

Chairman Rivas called the meeting to order at 8:03 PM.

**ROLL CALL**

**Present:** Mayor Amatorio, Mr. Rivas, Mr. Berger, Mr. Cabrera, Mr. Knowles, Councilman Lodato, Mr. Naylis, Mr. Acosta, and Mr. Polandick

**Absent:** Mr. Abenoja and Mr. Vasquez

**Also Present:** Ron Mondello, Planning Board Attorney, Joseph Pomante, Planning Board Engineer, Hilda Tavitian, Planning Board Clerk, and John Smith, ZBA liaison

**PLEDGE OF ALLEGIANCE**

Led by Mr. Knowles.

**APPROVE MINUTES OF PREVIOUS MEETING – July 20, 2020**

**Motion by:** Mr. Knowles

**Second by:** Mr. Cabrera

**All ayes. None Opposed.**

**CORRESPONDENCE**

None

**VERBAL COMMUNICATIONS**

Any resident may comment or question any subject not on the agenda.

None.

**Motion to Close Verbal Communications**

**Motion By:** Mr. Berger

**Second By:** Mr. Knowles

**All ayes. None opposed.**

**COMMITTEE REPORTS**

1. Site Plan – None
2. Parking/Legal – None
3. Capital Improvements – Mayor Amatorio stated the bids for the new borough hall were rejected. They might go out to rebid by the end of the year.
4. Master Plan – None.
5. Liaison to Board of Adjustment – None

## **OLD BUSINESS**

**Resolution –** The Porada Development Group, LLC  
111 Hallberg Avenue  
Block: 219 Lot: 20  
Minor Subdivision – Subdivide 2 lots with variance relief

### **Motion to Memorialize Resolution**

**Motion By:** Mr. Knowles

**Second By:** Mr. Naylis

**All ayes. None opposed.**

Mr. Mondello stated there might be litigation. Mr. Mondello explained this is the first and last line of defense that a board has in a prerogative writ action, the resolution. Mr. Mondello stated although he helped draft the resolution, once it's memorialized, it becomes the board's words.

### **MOTION TO ADJOURN MEETING**

**Motion by:** Mr. Naylis

**Second by:** Mr. Berger

**All ayes. None opposed.**

Meeting adjourned at 8:13 PM.

NOTE: No applications will be heard by the Board that were not on the agenda at the time of publications release to the newspaper or applications that do not comply with Article VIII title "Hearings contained in the By-Laws of the Bergenfield Board".

Respectfully Submitted,



Hilda Tavitian  
Planning Board Clerk



## DPW MONTHLY REPORT

December 2020

### GARBAGE & RECYCLING:

Collected & disposed of 821.53 tons of garbage curbside, 90 loads  
Collected & recycled 245.55 tons of single stream cardboard, paper, cartons, bottles, cans, plastics (#1, #2, #5 ONLY) curbside, 52 loads  
Collected & recycled 0.37 tons commingled plastics (#1, #2, #5 ONLY), bottles, cans, glass & cartons at Recycling Center, 1 load  
Collected & recycled 1.79 tons mixed paper (including shredded paper) at Recycling Center, 1 load  
Collected & recycled 25.60 tons of corrugated cardboard curbside & at Recycling Center, 6 loads  
Disposed of 1.21 tons of garbage (Borough-generated), 1 load  
Recycled 1.19 tons of metal (Borough-generated), 1 load  
Collected & recycled 1,605 yds leaves/grass/brush curbside, 71 loads  
Collected & recycled 4.87 tons e-waste at Recycling Center, 2 loads (TV's, computer monitors & CPU's/towers, laptops/tablets, desktop printers & desktop fax machines ONLY)  
Inspected garbage, recycling & vegetative waste curbside & notified residents of any collection issues or illegal material  
Addressed cart requests - deliveries (purchased & initial), repaired/replaced cart bodies/lids due to animal chew holes  
Garbage & recycling pickup schedule modified 12/17-12/19 due to snow event  
2021 pickup schedule calendars hand-delivered by DPW door-to-door street by street 12/21-12/22

### TREES:

Inspected Borough tree requests per Shade Tree Committee list & per resident calls/emails/letters/visits to DPW  
Removed 11 trees, trimmed 8 trees  
Produced 70 yds wood chips & 60 yds logs

### PARKS:

Maintained Borough parks, lots & fields, serviced & maintained DPW Parks equipment  
Sanitized parks in response to COVID-19  
Decorated Cooper's Pond for holidays  
Began leaf cleanups in parks  
Helped set up & break down for virtual tree lighting ceremony at Cooper's Pond 12/6

### BUILDINGS & GROUNDS:

Physical public access to all municipal offices limited to Mon-Fri 9am-3pm by appointment only due to COVID-19  
Sanitized Borough Hall & DPW building/garages daily in response to COVID-19  
Stocked Borough Hall & DPW building daily with necessary products during COVID-19 pandemic  
Decorated Borough hall for holidays  
Prepared former Payless Shoe Store building (space donated by property owners) for COVID-19 testing site  
Coordinated & oversaw repairs to heating at DPW building, Bergenfield Museum building & Memorial Park building  
Coordinated & oversaw DPW building quarterly sprinkler inspection

### SEWERS & STORM DRAINS:

8 sewer blocks, 5 belonging to homeowners  
Flushed & cleaned 5 sewer syphons: Fox Pl, Armour Pl, Windsor Rd, Roosevelt Ave & W. Main St  
Flushed 1,985 ft of sewer lines, videotaped 98 ft of sewer lines  
Flushed 120 ft of storm drain lines, videotaped 0 ft of storm drain lines  
Vacuumed & cleaned 3 storm drains, inspected 9 storm drains  
Received 44 utility (sanitary sewer & storm drain) markout requests

### ROADS:

Inspected street openings for proper compaction & replacement "in kind" of street material  
Contacted PSE&G, Suez & contractors regarding follow-up road repair work & outstanding street opening permits  
Finished leaf collection from street/curbside with payloaders & vac-all trailer

Plowed roadways & Borough lots & removed snow from Borough walkways, snow event 12/16-12/17  
 Filled 106 small, 21 medium, and 9 large potholes using 2.02 tons of hot asphalt & 2 buckets of tack  
 Loaded vegetative waste/leaves/grass onto vendor trailers to be recycled as mulch & compost 5,000 yds, 50 loads  
 Street sweepers collected 42 yds of debris, 17 loads  
 Blew down & removed litter from Washington Avenue weekly, Church St. to Clinton Ave.

#### **OTHER:**

Daily temperature checks & PPE available/accessible throughout the day (face masks, disposable gloves, etc.)  
 Continued food donation pickups for food pantry & deliveries to residents from food pantry & general assistance  
 Employee attended online County recycling meeting 12/9  
 Borough Offices closed due to snow event 12/17  
 Employee attended online Rutgers tree education course 12/18  
 Worked with grant writers to submit Green Spaces grant application 12/23  
 Clean Communities annual statistical report submitted to NJCCC 12/31

#### **AUTOMOTIVE & EQUIPMENT REPAIRS:**

Sanitized all Police & DPW vehicles daily with spray-mist disinfectant in response to COVID-19  
 16 DPW vehicles/equipment serviced/repaired  
 1 Fire Department vehicle serviced/repaired  
 Prepared plows, trucks, salters & brine tanks for winter season

<b>FUEL USAGE:</b>	<b>Department</b>	<b>Gas (gallons)</b>	<b>Diesel (gallons)</b>
	Police	1667.996	N/A
	Fire	285.094	422.288
	Health	0.000	0.000
	Building	64.870	N/A
	DPW	434.552	6117.824
	Board of Ed.	978.218	212.786
	BoE Maint.	179.196	49.528
	Ambulance	140.558	101.206
	OEM	22.792	N/A
	Code Enforcement	24.808	N/A
	Fire Official	31.608	N/A

#### **COMMUNITY TRANSPORTATION:**

Service discontinued until further notice due to COVID-19  
 Called bus riders to check on them during COVID-19 pandemic & helped coordinate essential services

#### **OVERTIME:**

Mid-week standby call-ins (compaction supervisions & barricades for house fire): 14.00 hrs  
 Weekend standby call-ins: 4.00 hrs, Weekend Recycling Center: 28.00 hrs  
 Double time holiday Christmas call-ins (12/24 wind event related barricades & tree work): 14.00 hrs  
 Weekend standby duties: 81.00 hrs, Double time holiday Christmas standby duties: 13.50 hrs  
 Clean litter on Washington Ave bi-weekly: 15.00 hrs, Tree lighting ceremony 12/6: 3.00 hrs  
 Rescheduled Sat 12/19 garbage & recycling pickup from 12/16-12/17 snow event: 38.75 hrs  
 Stayed late: 13.75 hrs (compaction supervisions, sewer block, miscellaneous)  
 COVID-19 food pantry related: 7.00 hrs, leaf collection: 294.00 hrs, 12/16-12/17 snow event: 473.75  
 COVID-19 decontamination (Borough buildings & grounds/parks/vehicles/equipment): 163.50 hrs  
 Double time holiday Christmas decontamination (Borough buildings & grounds/parks/vehicles/equipment): 17.00 hrs

OVERTIME TOTAL: 1,135.75 hrs  
 DOUBLE TIME TOTAL: 44.50 hrs

# MID-BERGEN REGIONAL HEALTH COMMISSION

705 Kinderkamack Road, River Edge, New Jersey 07661

Phone: 201-599-6290 Fax: 201-599-6325

<http://midbergen-regionalhealth.org>

President  
Paul Viola

Health Officer  
Sam Yanovich



Members  
Bogota~ Englewood Cliffs  
Leonia~ New Milford  
River Edge  
Contracting Towns  
Ramsey~ Carlstadt~ Wallington  
Tenafly~ Ridgely Park  
Closter~ Hasbrouck Heights~  
Bergenfield~ Garfield

## Health Officer's Report December 2020

### COVID-19

The latest Regional COVID-19 Activity Level Report from last week had a "high" level of COVID-19 activity in every region of the State. The State positivity rate as of January 2 was at 15.42. The highest number of COVID-19 deaths (i.e., 47%) are among people above 80 years of age.

Mid Bergen Regional has been approved by the State as a COVID-19 Vaccine Point of Distribution (POD). Our main (POD) site will be in Leonia where we have the infrastructure & capacity set up including: a large facility, central location for our jurisdictions, and the cold chain requirements. For the Moderna vaccine this includes; keeping and/or shipping frozen at -20 degrees C; maintaining in refrigeration at 2 degrees C to 8 degrees C for up to 30 days; and after thawing, usage within 12 hours.

The clinic will be open to residents of our jurisdictions in accordance with guidelines we must adhere to from the CDC, and the State of New Jersey. Those persons eligible for vaccination currently are in category Phase 1A, which includes all healthcare personnel. According to the definition this includes "all paid and unpaid persons serving in healthcare settings who have potential for direct or indirect exposure to patients or infectious materials". Police officers & fire professionals (i.e. Phase 1B) have now been included to be currently eligible for vaccination.

We plan to open the POD at the end of January/early February when Phase 1b eligible persons may be allowed to get the vaccination, but ultimately it is dependent upon how the State decides to distribute the vaccine(s). We are currently meeting on a regular basis in an effort to have our rollout proceed in as effectual & safe manner as possible. We expect to operate 3-4 days/week according to staffing capacity. Not only will we require the services of nurses/vaccinators, but other positions such as security, registration, runners, data entry, language translation/interpretation, education and outreach, and counseling. For residents of our towns that will not be able to travel to Leonia, or may be unwilling to travel there, we expect to launch Regional PODS on a yet to be determined schedule.

The State launched its COVID vaccination registration portal, [covidvaccine.nj.gov](https://covidvaccine.nj.gov) which will allow New Jersey residents to preregister, even if they are not currently Phase 1A eligible persons. People that choose to receive the COVID-19 vaccine will have their doses automatically entered into the system once vaccinated. Since the site's launching on January 5, more than 450,000 persons have pre-registered.

Thirty days after the end of the Pandemic, it will be possible to opt-out of the system by completing a withdrawal form. This automatic system is designed to quickly and effectively track vaccination uptake without having people submit paperwork. It will also allow for easy identification of which brand of vaccine someone has received, and allow for timely administration of the second dose if necessary.

Respectfully submitted, January 12, 2021

Sam Yanovich

Bergenfield Health Department- REHS Report  
Mid Bergen Regional Health Commission

December 2020

Retail Food Establishment Inspections

**Initial Inspection- Satisfactory**

Time Liquor  
El Carretero  
Café Romana  
7-11  
No1 Chinese Restaurant  
GT West Indian Deli  
Yada Noodle House  
Jamaican Delight  
Panda House  
Simply Sushi- Grand & Essex  
Grand & Essex Market  
Grand& Essex-- Deli Department (Spot Check Required)  
Grand & Essex- Butcher Department  
Ronny's Rocky Grill  
Walgreens

**Reinspection- Satisfactory**

Fritzie's Bake Shop  
Nihon Kai  
8<sup>th</sup> Day Caterers  
BP Gas Station

**Initial Inspection- Conditionally Satisfactory**

La Candelaria  
Grand & Essex - Bakery  
Grand Indian Restaurant

**Reinspection- Conditionally Satisfactory**

Apna Baazar\*

**Pre-Preliminary Inspection**

Aloha Crab (505 S Washington Avenue)  
Grand & Essex Market (Expansion Project)

**Pre-Operational Inspection**

Brownstone Pancake Factory- Satisfactory: Okay to Operate  
Pizza Romagna – Satisfactory: Okay to operate

## Complaints

120 Greenwich Drive – raw garbage observed all over driveway, photos taken and summonses issued

94 Grove Street- Spoke with complainant who advised he had very little heat for 2 days but wasn't looking to go forward with any action but would call back if anything changed.

12 Warren Street- Advised owner is not picking up after his dog and dogs are not licensed. Owner to license dogs during licensing period and was informed to ensure to always pick up after his dog.

37 Georgian Court (Liberty Gardens) - Advised of Black mold in apartment. Spoke with landlord to ensure removal of mold and relocation during removal. Advised by landlord tenants have moved and no longer occupy the apartment

18 S Woodside- Poor conditions in multi-family house and heat turned off. Spoke with landlord that the heat is required to be maintained and heat was put back on. No further reports were received

\*Apna Bazaar- Expired food. Reinspection conducted within establishment with chief inspector, expired food observed on display for sale within freezers, fridges and shelves. All items discarded, summonses for second offenses issued.

237 S Washington Avenue- Stray cats on property. Recommended to stop feeding and eliminate all water and potential Harborage sources. Advised by complainant will call a rescue to help if not will call back for animal control. (TBD)

## Plan Review

Aloha Crab (505 S Washington Avenue) – Rejected, onsite inspection conducted-physical and sanitary condition not met

Grand & Essex Market (89 New Bridge Rd) – Expansion Project, Rejected. Details including interior finishes, new equipment and sinks needed required; Health Department copy required

## Summons issued

120 Greenwich Drive- Presence of Garbage on property allowing for pest/vermin access (2<sup>nd</sup> Offense)

120 Greenwich Drive- Accumulation of matter on property serving as food for pest/vermin (2<sup>nd</sup> offense)

120 Greenwich Drive- Presence of raw garbage accumulating & allowing for pest/vermin Access (3<sup>rd</sup> offense)

## Animal Bites

N/A

Misc.

Youth Indoor basketball program COVID-19 Operational Protocol Plan – Approved

Bergenfield Health Department  
REHS Annual Report  
Mid Bergen Regional Health Commission

**Retail food Establishments: 122**

Risk type 1: 18

Risk type 2: 64

Risk type 3: 38

Risk type 4: 2

Initial Satisfactory Inspections: 84

Spot Checks: 17

Total Reinspection conducted: 34

Unsatisfactory Inspections: 3

**New Establishments as January 2021:**

Healthy Craving

Scott Hill's tattoo Parlor

Brownstone Pancake Factory

Kawali Island Restaurant & Grill

Bergenfield Bagel Nosh

Pamilya Restaurant

Republic 23

AJ Ice Cream Warehouse

ALDI

Pizza Romagna

**Active Institutions/Childcare Centers: 16**

Initial Satisfactory Inspections: 9

Spot Checks: 2

**Water Bottling: 2**

Total Inspections: 3

Spot Checks: 1

Unsatisfactory Inspections: 1

**Tattoo Parlors: 2**

Total Initial Inspections: 1

Spot Checks: 2

**Total Mobile Vendors Inspections (Active May 2020-August 2020): 4**

**Other Establishment inspections: 3**

Total Complaints=114

Complaints 2020													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Animal (Domestic)	3			1	2		1		2	2	2	1	14
Animal (Wild)						1			1		2		4
Food Establishment	2	1	2	1	1	1	3		3	2	1		17
Insufficient Heat	1			1							1	2	5
Insufficient Hot Water											1		1
High Grass & Weeds						2							2
Noise										1			1
Odors/Air Pollution					1			1		1			3
Property Maintenance	2	2	1	1		2	4	2	1	1	2	2	20
Pest/Vermin						1	1	1		2			5
Solid Waste	2	2	5					1				1	11
Sewage								1					1
Toxic/HazMat				1									1
E-Vapes			1		1			1	1				4
Covid-19				3	5	4	1	2		2			17
Misc.					2	1		1					4
Tires/Mosquitoes/Stag. Water					1			2			1		4
TOTAL	8	5	9	8	13	12	10	12	8	11	10	6	114

**Plan Reviews/Preliminary Inspections: 15**

Initial Review approved:

**Total Summons issued: 28\***

\*Open/Not Guilty: 4

Dismissed: 6

Animal (Domestic): 3

Food Establishments: 13

Solid Waste: 10

E-Flavored Vaping: 2

Fines Collected: \$2,789.00

**Animal Bites: 11**

Cat:1

Dog: 10

Squirrel: 1

**Misc.**

Youth Sport Leagues Approved COVID-19 Plans 6

TO: The Honorable Mayor & Council, Corey Gallo  
RE: Total Monies - 2020 Total Monies

DATE: January 14, 2021  
FROM: Health Department

NUMBER	ITEM	AMOUNT
141	Marriage Licenses/Civil Union	\$3,948.00
0	Burial Permit	0.00
1533	Death Transcripts	9,540.00
	Electronic Deposit (# copies of DT)	0.00
12	Certified Copies of Birth	110.00
282	Certified Copies of Marriage/Union	2,695.00
121	Food License	18,030.00
0	Food Handler's Cards	0.00
11	Vending	545.00
25	Child Health Clinic	125.00
	Food Manager's Course/Tests/Books	
28	Mantoux	300.00
	Health Screen	
	Adult Vaccinations	1,330.00
4	Flu Vaccinations	40.00
	Miscellaneous:	
	Late Fees/Bank Fees	\$605.00
	Extra Money	293.00
7	Special License	740.00
	Mayor's Fee	500.00
	<b>TOTAL MONIES RECEIVED</b>	<b>38,801.00</b>
	Bounced Check	-200.00
LESS 141	***Marriage Licenses x \$25	-3,525.00
LESS 0	Burial Permit	0.00
	<b>TOTAL DEPOSITED TO BOROUGH</b>	<b>\$35,076.00</b>
876	*Dog Licenses/Late Fees	10,306.00
130	*Cat Licenses/Late Fees	908.00
	**Court Fines	2,789.00
		<b>\$49,079.00</b>

\* Dog and Cat money deposited into the Dog/Cat Fund  
\*\* Court Fines deposited into the Borough Account  
\*\*\*Money sent to State of New Jersey for Marriage Licenses  
\*\*\*Money sent to State of New Jersey for Burial Permit

Respectfully Submitted,

*Felicia Williams, CMR*

Felicia Williams, CMR

cc: Board of Health



## December 2020 Public Health Nurse Report

### Communicable Disease:

#### *Active Tuberculosis:*

Cases are co-managed between the Bergen County Chest Clinic and the Bergenfield PHN.

*TB Screening:* Three residents were screened for latent TB prior to employment opportunities.

*Adult Vaccination Clinic:* Access for this vaccine clinic has been limited in order to have room in the Bergenfield Health Department vaccine refrigerator should vaccine for Covid 19 be made available to our town. Two residents received three disease preventing vaccines total in December.

*Blood Borne Pathogen Program:* One Bergenfield employee received on disease preventing vaccine.

*School Age Vaccine Clinic:* Five school age children were assessed prior to vaccination for disease prevention.

*Child Health Clinic:* Dr. Nancy Rothenberg, MD examined each child in attendance for normal growth and development. The PHN vaccinated the children with a total of sixteen disease preventing vaccines. In addition three lead tests and three anemia screens were obtained.

#### *Reportable Disease Laboratory Test follow up:*

Please review attached query from the CDRSS Data base for activity. It is noted that Covid-19 Positive cases continue to climb in town.

### Other:

PHN representation for the Municipal Alliance.

Donations of items handmade and otherwise for our residents in need from: Amy Hegel, Joanne Gleb, Claire Mazon and Joanne Thomas. The items were given to residents in need.

PHN attendance at all Covid investigation meetings. The focus was on Covid-19 vaccine distribution and Contact tracing.

New intern for the health Department started December 28<sup>th</sup>. Kelley Grippo has proven to be an asset in helping with the Covid-19 duties that have increased during the second "Wave" of Covid illnesses.

This nurse has received her initial dose of the Moderna Vaccine.

This nurse attended the BOH Zoom Meeting.

Respectfully submitted,



Patricia August MSN, RN, BC

# CDRSS STATISTICS REPORT

01/05/2021 2:33 PM

DATE FOR REPORT  
FROM 12/01/2020 TO 12/31/2020



GROUP BY: DISEASE NAME, CASE STATUS, MUNICIPALITY

	COUNT
DISEASE NAME: AMOEBIASIS	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: AMOEBIASIS / CASE STATUS: CONFIRMED	1*
TOTAL FOR DISEASE NAME: AMOEBIASIS	1*
DISEASE NAME: HEPATITIS B	
CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: HEPATITIS B / CASE STATUS: REPORT UNDER INVESTIGATION (RUI)	1*
TOTAL FOR DISEASE NAME: HEPATITIS B	1*
DISEASE NAME: HEPATITIS C	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: HEPATITIS C / CASE STATUS: CONFIRMED	1*
TOTAL FOR DISEASE NAME: HEPATITIS C	1*
DISEASE NAME: INFLUENZA HUMAN ISOLATES - TYPE A (SUBTYPING NOT DONE)	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	2*
TOTAL FOR DISEASE NAME: INFLUENZA HUMAN ISOLATES - TYPE A (SUBTYPING NOT DONE) / CASE STATUS: CONFIRMED	2*
TOTAL FOR DISEASE NAME: INFLUENZA HUMAN ISOLATES - TYPE A (SUBTYPING NOT DONE)	2*
DISEASE NAME: INFLUENZA HUMAN ISOLATES - TYPE B	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: INFLUENZA HUMAN ISOLATES - TYPE B / CASE STATUS: CONFIRMED	1*
TOTAL FOR DISEASE NAME: INFLUENZA HUMAN ISOLATES - TYPE B	1*
DISEASE NAME: LYME DISEASE	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	1*

\* For public health use only. DATA WITH VALUES LESS THAN 5 SHOULD NOT BE RELEASED TO THE PUBLIC WITHOUT ACCOMPANYING INTERPRETATION. Data calculated from these numbers are statistically unreliable for interpretation. Municipality-level data with values less than

CDRSS STATISTICS REPORT  
DATE FOR REPORT  
FROM 12/01/2020 TO 12/31/2020

01/05/2021 2:33 PM



User Name: PATRICIA AUGUST

Page 1 of 4

Report Parameters:

DISEASE(S):

ACUTE FLACCID MYELITIS (AFM), AMOEBIASIS, ANTHRAX, ANTHRAX-CUTANEOUS, ANTHRAX-INHALATION, ANTHRAX-INTESTINAL, ANTHRAX-OROPHARYNGEAL, ARBORVIRAL DISEASES-OTHER, BABESIOSIS, BORRELIA MIYAMOTOI, BOTULISM, BOTULISM-FOODBORNE, BOTULISM-INFANT, BOTULISM-OTHER, UNSPECIFIED, BOTULISM-WOUND, BRUCELLOSIS, CALIFORNIA ENCEPHALITIS (CE), CAMPYLOBACTERIOSIS, CHIKUNGUNYA, CHOLERA, CHOLERA-NON O1/O139, CHOLERA-O1, CHOLERA-O139, CREUTZFELDT-JAKOB DISEASE, CREUTZFELDT-JAKOB DISEASE-FAMILIAL, CREUTZFELDT-JAKOB DISEASE-IATROGENIC, CREUTZFELDT-JAKOB DISEASE-NEW VARIANT, CREUTZFELDT-JAKOB DISEASE-SPORADIC, CREUTZFELDT-JAKOB DISEASE-UNKNOWN, CRYPTOSPORIDIOSIS, CYCLOSPORIASIS, DENGUE FEVER, DENGUE FEVER-DENGUE, DENGUE FEVER-DENGUE-LIKE ILLNESS, DENGUE FEVER-SEVERE DENGUE, DIPHTHERIA, EASTERN EQUINE ENCEPHALITIS(EEE), EBOLA, EHRLICHIOSIS/ANAPLASMOSIS, EHRLICHIOSIS/ANAPLASMOSIS-ANAPLASMA PHAGOCYTOPHILUM (PREVIOUSLY HGE), EHRLICHIOSIS/ANAPLASMOSIS-EHRlichia CHAFFEENSIS (PREVIOUSLY HME), EHRLICHIOSIS/ANAPLASMOSIS-EHRlichia EWINGII, EHRLICHIOSIS/ANAPLASMOSIS-UNDETERMINED, FOODBORNE INTOXICATIONS, FOODBORNE INTOXICATIONS-CIGUATERA, FOODBORNE INTOXICATIONS-MUSHROOM POISONING, FOODBORNE INTOXICATIONS-PARALYTIC SHELLFISH POISONING, FOODBORNE INTOXICATIONS-SCOMBROID, GIARDIASIS, GUILLAIN-BARRE SYNDROME, HAEMOPHILUS INFLUENZAE, HANTAVIRUS, HANTAVIRUS-INFECTION, HANTAVIRUS-PULMONARY SYNDROME, HEMOLYTIC UREMIC SYNDROME, HEMORRHAGIC COLITIS, HEPATITIS A, HEPATITIS B, HEPATITIS B-ACUTE, HEPATITIS B-CHRONIC, HEPATITIS B-PERINATAL, HEPATITIS C, HEPATITIS C-ACUTE, HEPATITIS C-CHRONIC, HEPATITIS C-PERINATAL, INFLUENZA, INFLUENZA, HUMAN ISOLATES, INFLUENZA, HUMAN ISOLATES-NOVEL INFLUENZA A, INFLUENZA, HUMAN ISOLATES-TYPE 2009 H1N1, INFLUENZA, HUMAN ISOLATES-TYPE A (SUBTYPING NOT DONE), INFLUENZA, HUMAN ISOLATES-TYPE A H1, INFLUENZA, HUMAN ISOLATES-TYPE A H3, INFLUENZA, HUMAN ISOLATES-TYPE B, JAMESTOWN CANYON VIRUS, KAWASAKI DISEASE, LACROSSE ENCEPHALITIS(LSE), LASSA FEVER, LEGIONELLOSIS, LEPROSY (HANSEN DISEASE), LEPTOSPIROSIS, LISTERIOSIS, LYME DISEASE, MALARIA, MARBURG, MEASLES, MENINGOCOCCA . . .

CASE STATUS(ES):

CONFIRMED, E-SORTED, NOT A CASE, OUT OF STATE, POSSIBLE, PROBABLE, REPORT UNDER INVESTIGATION (RUI)

REPORT STATUS(ES):

DELETE, DHSS APPROVED, DHSS OPEN, DHSS REVIEW, E-CLOSED, E-HOLD, LHD CLOSED, LHD OPEN, LHD REVIEW, MERGED, PENDING, REOPENED

MUNICIPALITY(S)

BERGENFIELD BOROUGH

LABS:

# CDRSS STATISTICS REPORT

01/05/2021 2:33 PM

DATE FOR REPORT  
FROM 12/01/2020 TO 12/31/2020



GROUP BY: DISEASE NAME, CASE STATUS, MUNICIPALITY

	COUNT
DISEASE NAME: LYME DISEASE	
CASE STATUS: CONFIRMED	
TOTAL FOR DISEASE NAME: LYME DISEASE / CASE STATUS: CONFIRMED:	1*
CASE STATUS: NOT A CASE	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: LYME DISEASE / CASE STATUS: NOT A CASE	1*
TOTAL FOR DISEASE NAME: LYME DISEASE	2*
DISEASE NAME: NOVEL CORONAVIRUS	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	2*
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS / CASE STATUS: CONFIRMED:	2*
CASE STATUS: POSSIBLE	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS / CASE STATUS: POSSIBLE	1*
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS	3*
DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	316
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: CONFIRMED:	316
CASE STATUS: E-SORTED	
MUNICIPALITY: BERGENFIELD BOROUGH	2,083
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: E-SORTED:	2,083
CASE STATUS: NOT A CASE	
MUNICIPALITY: BERGENFIELD BOROUGH	92
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: NOT A CASE	92
CASE STATUS: PROBABLE	
MUNICIPALITY: BERGENFIELD BOROUGH	6
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCOV / CASE STATUS: PROBABLE	6

\* For public health use only. DATA WITH VALUES LESS THAN 5 SHOULD NOT BE RELEASED TO THE PUBLIC WITHOUT ACCOMPANYING INTERPRETATION. Data calculated from these numbers are statistically unreliable for interpretation. Municipality-level data with values less than



	COUNT
DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCORV	
CASE STATUS: PROBABLE	
MUNICIPALITY: BERGENFIELD BOROUGH	65
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCORV / CASE STATUS: PROBABLE	65
TOTAL FOR DISEASE NAME: NOVEL CORONAVIRUS - 2019 NCORV	2,562
DISEASE NAME: SALMONELLOSIS	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: SALMONELLOSIS / CASE STATUS: CONFIRMED	1*
TOTAL FOR DISEASE NAME: SALMONELLOSIS	1*
DISEASE NAME: SALMONELLOSIS - NON TYPHOID	
CASE STATUS: CONFIRMED	
MUNICIPALITY: BERGENFIELD BOROUGH	1*
TOTAL FOR DISEASE NAME: SALMONELLOSIS - NON TYPHOID / CASE STATUS: CONFIRMED	1*
TOTAL FOR DISEASE NAME: SALMONELLOSIS - NON TYPHOID	1*
TOTAL CASES FOR SELECTED CRITERIA	2,575

**2020 report of the Public Health Nurse Supervisor:**

The year 2020 will be remembered for the public health response to the Covid-19 Pandemic. Activities of the Bergenfield Health Department nursing staff commonly are not observed by the general population. The staff is well versed in follow up activities concerning communicable disease affecting residents.

However, when there is a pandemic or natural disaster we are at the forefront of educating and protecting others from disease transmission. 2020 was one of those years. Physical and emotional safety and remedies were a great comfort to many Bergenfield residents.

The efforts involved for contact tracing and Comm Care data base training was embraced by all Health Department staff. Nurse volunteers and an intern were essential in our efforts to have on time advice for residents on preventing the spread of Covid-19.

The guidelines presented in "Healthy People 2030" and the daily guidance of our Health Officer Sam Yanovich, HO have been carefully planned. The Covid-19 severity had put standard programs and new outreach on hold. WIC Women, Infants and Children nutrition program went remote as of late March 2020. The Child Health Vaccine Clinic and School Age Child and Adult Vaccine Clinic and the Adult Health Consultation Clinic were on hiatus; until Covid Cases started to decrease during June 2020. The importance of continuing to vaccinate for other childhood diseases was recommended by P-Osha and the American Pediatric Association. It was not long ago (2019) that we had an upswing in reported measles cases. On time vaccination keeps this disease in check.

Committees for the Barrier Free and Municipal Alliance communicated via e mail and telephone. Activities such as Community Health Education has been on hold due to a refocusing of workloads and quarantines due to Covid-19 infections.

Protection of life and prevention of disabilities remain on the forefront of daily work for the public health nurses. Private citizens, school administrators and businesses and sport teams have relied on frequent updates and protocol to prevent illness from Covid-19. Home visits and at risk residents continued to be served by the public health nurses. Social services and other support programs were shared with each individual in need. Privacy was paramount.

Crossing Guard Vision and hearing screens were continued in 2020. This ensures safety of both the crossing guard and the residents they serve at a low cost for our Borough.

Continuing education for staff was attended at regular intervals. Both nurses employed at the Health Department Liesl Forames BSN, RN and Patricia August are member of Bergen's Medical Reserve Corp.

The 2020-2021 seasonal Flu vaccinations have been well received by residents. The nursing staff obtained Influenza vaccine at no cost for residents. The Federal government recommended seasonal flu to protect the public. Theoretically one could have both the seasonal flu and the Covid-19 flu concurrently. The goal was to prevent deaths. Fortunately, Seasonal flu cases have been very low this season. Social distancing, frequent hand washing and use of facial masks and flu vaccination have also contributed towards this successful outcome.

Death pronouncements have been carried out by the Bergenfield nurses as needed. This activity allows for the release of the body and assists the surviving residents at no cost.

The second wave of Covid-19 cases and the advent of having an effective Covid - 19 vaccine has focused the attention of nurses on reaching our town for mass vaccinations against Covid-19. Contact tracing and monitoring of cases constitute the large part of nursing's duties at this time.

Donors and volunteers have been an essential help for our nursing staff. All were greatly appreciated. The trust that residents and the religious community holds for our Health Department staff keeps us inspired to do our best for the most in need. The health of the community of Bergenfield residents of all ages continues to be our obtainable goal.

Respectfully submitted,



Patricia August MSN, RN, BC



## BOROUGH OF BERGENFIELD

198 NORTH WASHINGTON AVENUE  
BERGENFIELD, NEW JERSEY 07621

### DEPARTMENT OF HEALTH

(201) 387-4055 Menu 5

FAX: (201) 385-7386

[www.bergenfield.com](http://www.bergenfield.com)

Email: [health@bergenfield.com](mailto:health@bergenfield.com)

January 14, 2021

TO: The Honorable Mayor & Council, Corey Gallo

Presented herewith is the Vital Statistics report of the Board of Health for the year ending December 31, 2020.

### BIRTHS

The State implemented a new program for birth records. Due to the fact that we don't have a hospital in town, I don't have access to those statistics.

### MARRIAGES

There were a total of **139** Marriage Licenses issued in Bergenfield in the year 2020.

### DEATHS

There were a total of **220** Bergenfield residents that died in the year 2020.

Respectfully Submitted

*Felicia Williams, CME*

Felicia Williams  
Registrar of Vital Statistics

cc: Board of Health



The meeting was called to order at 7:05PM

President Cheriyan stated that notice of this meeting held via Zoom was posted on the Bergenfield Website, sent by e-mail to the Record and Cablevision. It was placed on two bulletin boards in the Municipal Building and placed on file in the Borough Clerk's office.

**ROLL CALL**

Dr. Cheriyan  
Mrs. Pfannen  
Mr. Cabuhat  
Dr. Quiroz-Absent  
Mrs. Marte

Also present Ms. August, Mrs. Williams and K. Williams

**OPEN HEARING**

There being no one present who wished to be heard, on a motion by Mrs. Pfannen seconded by Mr. Cabuhat and carried the time for Open Hearings was closed.

**MINUTES**

A motion was made by Mrs. Pfannen seconded by Mr. Cabuhat and carried that the Minutes of the regular meeting of November 2020 be accepted as written.

**BILLS TO BE PAID**

Mrs. Williams stated that on behalf of President Cheriyan, Purchase Orders have been signed by Mrs. Williams and submitted. A motion was made by Mrs. Pfannen, seconded by Mr. Cabuhat and carried that the following bills were paid.

Tyco	3,096.66
McKesson	958.49
McKesson	434.44

**REPORTS****Legal and Finance**

"Progress"

**Medical**

"No Report"

**Personnel**

Ms. August reported that she interviewed Ms. Grippo, a recent graduate of Stockton University with a Bachelor of Science in Public Health referred by Mr. Gallo. If hired, Ms. Grippo's duties would include but not limited to COVID-19 contact tracing, assist with the food pantry and assist in the child health clinic. It is a temporary per-diem position during the COVID-19 pandemic.

**Publicity**

A post on the Website and in the Record regarding the Board of Health meetings.

**Liaison To Mayor & Council**

No Report, Councilman Deauna was absent.

**Legislature & Regulatory**

"Progress"

**Written Reports of the Department**

At the request of President Cheriyan, Ms. Kayla Williams visited several establishments in town and ensured the Board that proper guidelines are being followed for hand sanitizers and sanitary wipes.

A motion was made by Mrs. Pfannen seconded by Mrs. Marte and carried that the written November 2020 Reports of the Department be accepted as written.

**CORRESPONDENCE**

A letter sent from Ms. August to Mrs. Mazon thanking her organization for donating hand puppets for the Child Health Clinic.

A letter sent from Ms. August to Dr. Ragi and Associates thanking him for his generosity towards the people of Bergenfield over the years and to the Health Department.

An email from Joanne Wendolowski, Health Awareness Regional Program PHNS. Due to the barriers created by the Pandemic, they were unable to provide health promotional services, therefore, those services will roll into 2021 at no cost to the Borough.

**UNFINISHED BUSINESS****1. Mid-Bergen Contract 2021**

Mid-Bergen Contract 2021 will be discussed in "Closed Session" following the regular Board of Health meeting.

**NEW BUSINESS****1. Cooper Exterminating Contract**

Mrs. Williams presented the Board with the Cooper Exterminating Contract for 2021 with no changes. It was the decision of the Board to renew the contract as presented.

**2. Medical Services Contract**

Mrs. Williams presented the Board with the 2021 Medical Services Contract (Dr. Rothenberg). Mrs. Pfannen stated that a proposal for a salary increase was submitted to the Mayor and Council for Dr. Rothenberg who has not had an increase since contracting with the Health Department in 2012. A salary increase proposal was also submitted for the employees of the Health Department. If approved, the increase will be retroactive to January 1, 2021.

**3. Rabies Clinic**

Mrs. Williams stated that the Rabies Clinic has been scheduled for January 17, 2021 from 10AM to 1PM. The clinic will be held at the DPW garage and it will be a drive-thru to ensure the safety of the residents.

**VERBAL COMMUNITION**

There being nothing further to come before the Board, on a motion by Mrs. Pfannen seconded by Mr. Cabuhat and carried, the meeting was adjourned at 7:40PM.

Respectfully Submitted,

*Felicia Williams, CMR*

Felicia Williams  
Registrar of Vital Statistics

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-033

**Offered by** \_\_\_\_\_ **Seconded by** \_\_\_\_\_

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

**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. **21-034**/To Approve Bill List
- b. **21-035**/To Approve Contract – Borough Attorney – John L. Schettino
- c. **21-036**/To Approve Contract – Borough Engineer - Remington & Vernick Engineers
- d. **21-037**/To Approve Contract – Special Projects Engineer - T&M Associates
- e. **21-038**/To Approve Contract – Bond Counsel - Rogut McCarthy LLC
- f. **21-039**/To Approve Contract – Labor Counsel - McCusker, Anselmi, Rosen & Carvelli, P.C.
- g. **21-040**/To Approve Contract – Tax Appeal Counsel - Boggia Boggia Betesh & Voytus LLC
- h. **21-041**/To Approve Contract – Tax Appeal Counsel - Gloria Oh Law Group LLC
- i. **21-042**/To Approve Contract – Borough Auditor - Lerch, Vinci, Higgins LLP
- j. **21-043**/To Approve Contract – Risk Consultant - GJEM – Otterstedt Insurance Agency
- k. **21-044**/To Approve Contract – Grants Consultant – Millennium Strategies LLC
- l. **21-045**/To Approve Contract – Borough Appraiser - Associated Appraisal Group
- m. **21-046**/To Approve Contract – Borough Prosecutor – Marc A. Callelo, Esq. Mac Law Group
- n. **21-047**/To Approve Contract – Alternate Borough Prosecutor – Linda H. Schwager, Esq.
- o. **21-048**/To Approve Contract – Public Defender – Robert C. Metzdorf, Esq.
- p. **21-049**/To Approve Contract – Alternate Public Defender – Steven Sciancalepore, Esq.
- q. **21-050**/To Approve Contract – Municipal Advisor Services – Phoenix Advisors LLC
- r. **21-051**/To Approve Contract – Animal Control Services – Tyco Animal Control Service
- s. **21-052**/To Authorize RFQ – Zoning Board of Adjustment Attorney and Engineer

- t. **21-053**/To Approve Housing Element and Fair Share Housing Plan
- u. **21-054**/To Approve Hold Harmless Agreement – 40 Laurel Court
- v. **21-055**/To Approve Temporary Emergency Appropriation
- w. **21-056**/To Accept Resignation – Monica Chalarca
- x. **21-057**/To Appoint and Approve Contract – Special Labor Counsel – Chasan Lamparello Mallon & Cappuzzo PC
- y. **21-058**/To Approve Agreement – Local Public Health Services – Mid-Bergen Regional Commission
- z. **21-059**/To Confirm Endorsements to Community Development Block Grant (CDBG) Projects – North and South Railroad Avenue Improvement Project

---

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 19, 2021.

SEAL

---

Borough Clerk

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-034

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	\$4,419,761.67
General Capital	\$303,448.38
Escrow	\$16,988.50
Other Trust	\$35,254.77
Unemployment	\$10,718.88
<b>Total</b>	<b>\$4,786,172.20</b>

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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

P.O. Type: All										
Range: 20-02829 to 20-02829										
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	Amount	Charge Account	Acct Type	Contract	PO Type	Stat/Chk	First Rcvd	Chk/Void
Item Description								Enc Date	Date	Invoice
20-02829 12/14/20 NJSHBP NJSHBP										
1	NOV. '20	ACTIVE HEALTH BENEFITS	117,227.70	0-01-23-220-000-125	B	GROUP INSURANCE Medical	Active	R	12/14/20	01/15/21
ID#090600.										
2	NOV. '20	ACTIVE PRESCRIPTION	21,175.27	0-01-23-220-000-122	B	GROUP INSURANCE Prescription	P	R	12/14/20	01/15/21
ID#090600.										
(TEPS PAYMENT DUE 1/15/21)										
			138,402.97							
Total Purchase Orders: 1   Total P.O. Line Items: 2   Total List Amount: 138,402.97   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	0-01	138,402.97	0.00	138,402.97	0.00	0.00	138,402.97
Total of All Funds:		<u>138,402.97</u>	<u>0.00</u>	<u>138,402.97</u>	<u>0.00</u>	<u>0.00</u>	<u>138,402.97</u>



P.O. Type: All  
Range: 21-00001 to 21-00001  
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
21-00001	01/06/21	NJSHBP	NJSHBP										
1	JAN.'21	ACTIVE BENEFITS-PD		73,276.57	1-01-23-220-000-125	B	GROUP INSURANCE Medical	Active	R		01/06/21	01/15/21	
		ID#090601.											
2	JAN.'21	ACTIVE PRESCRIPTION-PD		12,867.05	1-01-23-220-000-122	B	GROUP INSURANCE Prescription	P	R		01/06/21	01/15/21	
		ID#090601.											
3	JAN.'21	RETIRED BENEFITS-PD		48,903.27	1-01-23-220-000-126	B	GROUP INSURANCE Medical	Retire	R		01/06/21	01/15/21	
		ID#090601.											
4	JAN.'21	RETIRED BENEFITS		91,548.72	1-01-23-220-000-126	B	GROUP INSURANCE Medical	Retire	R		01/06/21	01/15/21	
		ID#090600.											
		(TEPS PAYMENT DUE 1/15/21)											
				226,595.61									

Total Purchase Orders:	1	Total P.O. Line Items:	4	Total List Amount:	226,595.61	Total Void Amount:	0.00
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P.O. Type: All  
Format: Detail without Line Item Notes  
Range: 0-First to 1-Last  
Rcvd Batch Id Range: First to Last  
Department Page Break: No  
Print Alpha, Revenue, & G/L Accounts: Y  
Open: N Void: N Paid: N  
Held: Y Aprv: N Rcvd: Y  
Bid: Y State: Y Other: Y Exempt: Y  
Include Non-Budgeted: Y  
Subtotal Department: Yes  
Subtotal Etd: Yes

Account	Description	Item Description	Amount	Stat	Chk	Enc	Date	First	Rcvd	Chk/Void	Date	Invoice	P.O. Type
Fund: CURRENT FUND													
Department: ADMINISTRATION													
Ext: ADMINISTRATION													
0-01-20-100-000-028	ADMIN Professional Services												
20-02757	1 BURASS BURGIS ASSOCIATES, INC.	PROFESSIONAL PLANNING SERVICES	942.50	R				10/05/20	01/14/21			37773	C
								Contract No: 20-00006					
20-02788	1 BROFLO BRODERICK'S FLOWERS, INC.	FLORAL ARRANGEMENTS	271.94	R				12/07/20	01/14/21			935048	
20-02803	1 KYLEWCM KYLE MCMAHUS ASSOCIATES, LLC	SPECIAL MASTER SERVICES	47.50	R				12/07/20	01/14/21			2362	
20-02915	1 BURASS BURGIS ASSOCIATES, INC.	PROFESSIONAL PLANNING SERVICES	1,377.50	R				10/05/20	01/14/21			37920	C
								Contract No: 20-00006					
			2,639.44										
0-01-20-100-000-036	ADMINISTRATION Office Supplies												
20-02768	11 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	5.39	R				12/02/20	01/14/21			249363	
20-02768	12 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	2.00	R				12/02/20	01/14/21			252417	
20-02912	1 SCOGRA SCOTT GRAPHICS PRINTING, INC.	BUSINESS CARDS	40.00	R				12/22/20	01/14/21			15677	
			47.39										
0-01-20-100-000-059	ADMINISTRATION Information Technology												
20-02484	1 GTBM G.T.B.M., INC	PROF'L IT SERVICES	2,241.67	R				11/02/20	01/14/21			27856	
20-02514	1 GTBM G.T.B.M., INC	SURFACE PRO FOR ADMINISTRATION	2,804.25	R				11/06/20	01/14/21			28653	
		Tracking Id: NJ START - STATE CONTRACT											
20-02514	2 GTBM G.T.B.M., INC	SURFACE PRO TYPE COVER BLACK	370.47	R				11/06/20	01/14/21			28653	
		Tracking Id: NJ START - STATE CONTRACT											
20-02514	3 GTBM G.T.B.M., INC	2 YR EXT SVE PLAN COM	709.65	R				11/06/20	01/14/21			28653	
		Tracking Id: NJ START - STATE CONTRACT											
20-02623	1 GTBM G.T.B.M., INC	PROF'L IT SERVICES	2,241.67	R				11/12/20	01/14/21			28495	
20-02648	1 GTBM G.T.B.M., INC	PROF'L IT SERVICES	410.40	R				11/16/20	01/14/21			27857	
20-02691	1 GTBM G.T.B.M., INC	VIPRE ENDPOINT SECURITY	900.00	R				11/20/20	01/14/21			28780	
20-02851	1 GTBM G.T.B.M., INC	PROF'L IT SERVICES	2,241.67	R				12/14/20	01/14/21			29132	
20-02862	1 GTBM G.T.B.M., INC	PROF'L IT SERVICES	410.40	R				12/15/20	01/14/21			29142	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-20-100-000-059 20-02869 1 GTBM	ADMINISTRATION Information Technology G.T.B.M., INC	PROF'L IT SERVICES	1,889.93 14,220.11	R	12/16/20	01/14/21		29241	
0-01-20-100-000-229 20-02928 1 RICOHUSA	ADMINISTRATION-EQUIP.RENT RICOH USA, INC.	SAVIN COPIER LEASE	1,235.00	R	01/07/20	01/14/21		10039221220	C
20-02928 2 RICOHUSA	RICOH USA, INC.	SAVIN COPIER LEASE	159.00	R	01/07/20	01/14/21		10039221220	C
			1,394.00						
		Ext'd Total: ADMINISTRATION	18,300.94						
		Department Total: ADMINISTRATION	18,300.94						
Department: GRANT CONSULTANT Ext'd: GRANT CONSULTANT									
0-01-20-105-000-028 20-02688 1 MILLSTR	GRANT CONSULTANT Professional Services MILLENNIUM STRATEGIES, LLC	GRANT CONSULTANT MILLENNIUM	3,300.00	R	01/21/20	01/14/21		10685	C
20-02920 1 MILLSTR	MILLENNIUM STRATEGIES, LLC	GRANT CONSULTANT MILLENNIUM	3,300.00	R	01/21/20	01/14/21		10816	C
			6,600.00						
		Ext'd Total: GRANT CONSULTANT	6,600.00						
		Department Total: GRANT CONSULTANT	6,600.00						
Department: MUNICIPAL CLERK Ext'd: MUNICIPAL CLERK									
0-01-20-120-000-021 20-02816 1 NJMEDI	MUNICIPAL CLERK Legal Advertis NORTH JERSEY MEDIA GROUP	PUBLIC NOTICES	30.40	R	12/09/20	01/14/21		0004482966	
20-02853 1 NJMEDI	NORTH JERSEY MEDIA GROUP	PUBLIC NOTICES	40.85	R	12/14/20	01/14/21		0004493850	
20-02894 1 NJMEDI	NORTH JERSEY MEDIA GROUP	ONLINE TAX SALE	158.40	R	12/21/20	01/14/21		GCI0522358	
			229.65						
		Ext'd Total: MUNICIPAL CLERK	229.65						
		Department Total: MUNICIPAL CLERK	229.65						

**BOROUGH OF BERGENFIELD  
Bill List By Budget Account**

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat	Chk	Enc	First Rcvd Date	Chk/Void Date	Invoice	PO Type
Department: FINANCIAL ADMN. Extd: FINANCIAL ADMN.										
0-01-20-130-000-028	FINANCIAL ADMN. Professional S									
20-02927 1 PHOADV	PHOENIX ADVISORS, LLC	PROFESSIONAL SERVICES	1,050.00	R			01/21/20 01/14/21			
							Contract No: 20-00033			
20-02946 1 PRIMBILL	PRIMEPAY, LLC	PRIMEFLEX - FSA	115.50	R			01/07/20 01/14/21		54809888	C
							Contract No: 20-00005			
20-02946 2 PRIMBILL	PRIMEPAY, LLC	PRIMEFLEX - FSA	39.00	R			01/07/20 01/14/21		54809888	C
							Contract No: 20-00005			
20-02946 3 PRIMBILL	PRIMEPAY, LLC	PRIMEFLEX - FSA	295.00	R			01/07/20 01/14/21		54809888	C
							Contract No: 20-00005			
			<u>1,499.50</u>							
0-01-20-130-000-036 FINANCIAL ADMN. Office supplie										
20-02497 1 WBMAS	W.B. MASON CO., INC.	OFFICE SUPPLIES	202.18	R			11/03/20 01/14/21		215250318	
20-02498 1 WBMAS	W.B. MASON CO., INC.	OFFICE SUPPLIES	68.04	R			11/04/20 01/14/21		215287888	
20-02690 1 MGLFOR	MGL FORMS-SYSTEMS, LLC	2020 TAX FORMS	73.75	R			11/20/20 01/14/21		177289	
20-02690 2 MGLFOR	MGL FORMS-SYSTEMS, LLC	2020 TAX FORMS	21.50	R			11/20/20 01/14/21		177289	
20-02690 4 MGLFOR	MGL FORMS-SYSTEMS, LLC	(125) 1099 ENVELOPES	40.00	R			11/20/20 01/14/21		177289	
20-02690 5 MGLFOR	MGL FORMS-SYSTEMS, LLC	SHIPPING	17.00	R			11/20/20 01/14/21		177289	
20-02751 1 MGLFOR	MGL FORMS-SYSTEMS, LLC	ENVELOPES: 10 WDW FINANCE DEPT	232.50	R			12/01/20 01/14/21		177460	
20-02751 2 MGLFOR	MGL FORMS-SYSTEMS, LLC	FREIGHT.	18.00	R			12/01/20 01/14/21		177460	
			<u>672.97</u>							
0-01-20-130-000-046 FINANCIAL ADMN.-Payroll exp.(3rd. party)										
21-00117 1 ADP	ADP, INC.	PAYROLL SERVICES	1,963.46	R			01/11/21 01/14/21		571531913	
			4,135.93							
			<u>4,135.93</u>							
Extd Total: FINANCIAL ADMN. Department Total: FINANCIAL ADMN.										
Department: TAX COLLECTION Extd: TAX COLLECTION										
0-01-20-145-000-028	TAX COLLECTION Professional Services									
20-02809 1 REALAUCT	ROK INDUSTRIES, INC.	2020 ONLINE TAX SALE	465.00	R			12/08/20 01/14/21		BERGENFIELD20	
0-01-20-145-000-036 TAX COLLECTION office Supplies										
20-02690 3 MGLFOR	MGL FORMS-SYSTEMS, LLC	2020 TAX FORMS	21.50	R			11/20/20 01/14/21		177289	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-20-145-000-036	TAX COLLECTION Office Supplies	Continued							
20-02768 9 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY		15.59	R	12/02/20	01/14/21		249362	
20-02768 10 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY		2.00	R	12/02/20	01/14/21		252420	
			39.09						
		Extd Total: TAX COLLECTION	504.09						
		Department Total: TAX COLLECTION	504.09						
Department: TAX ASSESSMENT									
Extd: TAX ASSESSMENT									
0-01-20-150-000-028	TAX ASSESSMENT Professional Se								
20-02738 1 ASSAPP	ASSOCIATED APPRAISAL GROUP, INC	STATE COURT TAX SERVICES	1,437.50	R	01/21/20	01/14/21		3053	C
						Contract No: 20-00012			
		Extd Total: TAX ASSESSMENT	1,437.50						
		Department Total: TAX ASSESSMENT	1,437.50						
Department: LEGAL									
Extd: LEGAL									
0-01-20-155-000-107	LEGAL Tax Appeals								
20-02689 1 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	975.00	R	06/16/20	01/14/21		31231	C
						Contract No: 20-00014			
20-02689 2 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	75.00	R	06/16/20	01/14/21		31232	C
						Contract No: 20-00014			
20-02689 3 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	775.00	R	06/16/20	01/14/21		31233	C
						Contract No: 20-00014			
20-02689 4 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	187.50	R	06/16/20	01/14/21		31234	C
						Contract No: 20-00014			
20-02689 5 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	487.50	R	06/16/20	01/14/21		31235	C
						Contract No: 20-00014			
20-02689 6 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	125.00	R	06/16/20	01/14/21		31236	C
						Contract No: 20-00014			
20-02689 7 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	575.00	R	06/16/20	01/14/21		31237	C
						Contract No: 20-00014			
20-02689 8 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	50.00	R	06/16/20	01/14/21		31238	C
						Contract No: 20-00014			

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat	Chk	Enc	First Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-20-155-000-107	LEGAL Tax Appeals	Continued								
20-02689 9 BOGGIA	BOGGIA, BOGGIA, BETESH	PROF'L LEGAL SERVICES	50.00	R			06/16/20 01/14/21 Contract No: 20-00014		31239	C
20-02692 1 GLORIA OH	GLORIA OH LAW GROUP, LLC	TAX APPEAL ATTY SERVICES	2,531.25	R			09/29/20 01/14/21 Contract No: 20-00015			C
20-02692 2 GLORIA OH	GLORIA OH LAW GROUP, LLC	TAX APPEAL ATTY SERVICES	1,625.00	R			11/20/20 01/14/21 Contract No: 20-00015			C
20-02730 1 GLORIA OH	GLORIA OH LAW GROUP, LLC	TAX APPEAL ATTY SERVICES	2,156.25	R			11/20/20 01/14/21 Contract No: 20-00015			C
20-02786 1 MARC	MCCUSKER, ANSELM, ROSEN	PROF'L LEGAL SERVICES	308.00	R			01/21/20 01/14/21 Contract No: 20-00030		17227	C
20-02810 1 MARC	MCCUSKER, ANSELM, ROSEN	PROF'L LEGAL SERVICES	938.00	R			01/21/20 01/14/21 Contract No: 20-00030		17266	C
	Tracking Id: KNICKERBKR KNICKERBOCKER									
			10,858.50							
0-01-20-155-000-108	LEGAL Other Cases									
20-02733 1 SCHWIE	SCHULMAN, WIEGMANN & ASSOC., PA	PROF'L LEGAL SERVICES	1,138.75	R			11/30/20 01/14/21		83835	
20-02733 2 SCHWIE	SCHULMAN, WIEGMANN & ASSOC., PA	PROF'L LEGAL SERVICES	298.75	R			11/30/20 01/14/21		83836	
20-02733 3 SCHWIE	SCHULMAN, WIEGMANN & ASSOC., PA	PROF'L LEGAL SERVICES	930.00	R			11/30/20 01/14/21		83816	
20-02733 4 SCHWIE	SCHULMAN, WIEGMANN & ASSOC., PA	PROF'L LEGAL SERVICES	885.00	R			11/30/20 01/14/21		83817	
20-02778 1 CHALEY	CHASAN, LAMPARELLO, MALLON	LEGAL COUNSEL THROUGH 10/31/20	5,875.35	R			09/28/20 01/14/21 Contract No: 20-00026		203156	C
20-02785 1 MARC	MCCUSKER, ANSELM, ROSEN	PROF'L LEGAL SERVICES	3,452.03	R			02/04/20 01/14/21 Contract No: 20-00022		17226	C
20-02811 1 MARC	MCCUSKER, ANSELM, ROSEN	PROF'L LEGAL SERVICES	5,375.00	R			02/04/20 01/14/21 Contract No: 20-00022		17265	C
20-02921 1 CHALEY	CHASAN, LAMPARELLO, MALLON	LEGAL COUNSEL THROUGH 11/30/20	5,087.64	R			09/28/20 01/14/21 Contract No: 20-00026		203755	C
21-00116 1 SCHETTJOH	JOHN L. SCHETTINO, L.L.C.	PROF'L LEGAL SERVICES DEC. 20	232.50	R			12/07/20 01/15/21 Contract No: 20-00003		26883	C
21-00116 2 SCHETTJOH	JOHN L. SCHETTINO, L.L.C.	PROF'L LEGAL SERVICES DEC. 20	405.00	R			12/07/20 01/15/21 Contract No: 20-00003		26884	C
21-00116 3 SCHETTJOH	JOHN L. SCHETTINO, L.L.C.	PROF'L LEGAL SERVICES DEC. 20	315.00	R			12/07/20 01/15/21 Contract No: 20-00003		26885	C
21-00116 4 SCHETTJOH	JOHN L. SCHETTINO, L.L.C.	PROF'L LEGAL SERVICES DEC. 20	7,522.50	R			12/07/20 01/15/21 Contract No: 20-00003		26886	C

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-20-155-000-108 21-00116 5 SCHETTJOH JOHN L. SCHETTINO, L.L.C.	LEGAL Other Cases	PROF'L LEGAL SERVICES DEC. 20	877.50	R	01/11/21	01/15/21		26887	C
		Continued							
			32,395.02						
		Ext'd Total: LEGAL	43,253.52						
		Department Total: LEGAL	43,253.52						
		CAFR Total:	74,461.63						
Department: BD. OF ADJUST. Ext'd: BD. OF ADJUST.									
0-01-21-185-000-028 20-02779 1 MONSCH RONALD P. MONDELLO	BD. OF ADJUST. Professional Services	PROFESSIONAL SERVICES	1,125.00	R	12/02/20	01/14/21		10227	
		Ext'd Total: BD. OF ADJUST.	1,125.00						
		Department Total: BD. OF ADJUST.	1,125.00						
		CAFR Total:	1,125.00						
Department: BUILDING CODE Ext'd: BUILDING CODE									
0-01-22-195-000-036 20-02432 1 WBMAS W.B. MASON CO., INC.	BUILDING CODE Office Supplies	OFFICE SUPPLIES	705.26	R	10/29/20	01/14/21			
20-02768 4 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY		12.19	R	12/02/20	01/14/21		243678	
20-02768 5 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY		12.19	R	12/02/20	01/14/21		249360	
20-02768 6 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY		2.00	R	12/02/20	01/14/21		252421	
			731.64						
		Ext'd Total: BUILDING CODE	731.64						
		Department Total: BUILDING CODE	731.64						
		CAFR Total:	731.64						
Department: OTHER INSURANCE Ext'd: OTHER INSURANCE									
0-01-23-210-000-130 20-02708 1 BERJIF BERGEN COUNTY MUNICIPAL JIF	OTHER INSURANCE B.C. Joint Ins	4th QUARTER 2020 INSTALL BILL	99,742.00	R	11/23/20	01/14/21		BER39-2020	



Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-23-210-000-130 20-02708 3 BERJIF	OTHER INSURANCE B.C. Joint Ins BERGEN COUNTY MUNICIPAL JIF	Continued 4th QUARTER 2020 INSTALL BILL	1,750.00- R 97,992.00	R	01/12/21	01/14/21		BER39-2021	
	Ext'd Total: OTHER INSURANCE		97,992.00						
	Department Total: OTHER INSURANCE		97,992.00						
Department: WORKERS COMPENSATION Extd: WORKERS COMPENSATION									
0-01-23-215-000-136 20-02708 2 BERJIF	WORKERS COMPENSATION INSURANCE BERGEN COUNTY MUNICIPAL JIF	4th QUARTER 2020 INSTALL BILL	149,503.00	R	11/23/20	01/14/21		BER39-2020	
	Ext'd Total: WORKERS COMPENSATION		149,503.00						
	Department Total: WORKERS COMPENSATION		149,503.00						
Department: GROUP INSURANCE Extd: GROUP INSURANCE - INSIDE CAP									
0-01-23-220-000-128 20-02582 1 HALFRE 20-02737 1 HALBAR 20-02759 1 CARVIC 20-02795 1 MOTMIC 20-02818 1 FLELOU	GROUP INSURANCE Medicare Payme HALL, FREDERICK D. JR. HALL, BARBARA M. VICTORIA M. CARROLL MICHAEL MOTICHKA JR. LOUIS F. FLEFLEH	REIMBURSEMENT FOR MEDICARE REIMBURSEMENT FOR MEDICARE REIMBURSEMENT FOR MEDICARE REIMBURSEMENT FOR MEDICARE REIMBURSEMENT FOR MEDICARE	813.00 R 867.60 R 433.80 R 867.60 R 867.60 R	R	11/10/20 11/30/20 12/01/20 12/04/20 12/10/20	01/14/21 01/14/21 01/14/21 01/14/21 01/14/21			
	Ext'd Total: GROUP INSURANCE - INSIDE CAP		3,849.60						
	Department Total: GROUP INSURANCE		3,849.60						
	CAFR Total:		251,344.60						
Department: POLICE DEPART. Extd: POLICE DEPART.									
0-01-25-240-000-028 20-02450 1 GTBM 20-02793 1 TRANSUNI	POLICE DEPART. Professional Se G.T.B.M., INC Transunion Risk & Alternative	Rackspace March 2020 Monthly TLOxp Charges Nov'20	452.40 R 399.30 R	R	11/02/20 12/04/20	01/14/21 01/14/21		25126 427231-202011-1	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-25-240-000-028 20-02924 1 AIRGOV	POLICE DEPART. Professional Se AIRGOV, LLC	Continued Yearly Contract for Website	1,188.00 2,039.70	R		12/24/20	01/14/21		
0-01-25-240-000-030 20-02499 1 WBMAS 20-02764 1 DRASAF 20-02764 2 DRASAF	POLICE DEPART. Materials & Sup W.B. MASON CO., INC. DRAEGER, INC. DRAEGER, INC.	desk calenders folders envelop Alcotest Supplies Mouth Pieces	79.42 179.00 17.00 275.42	R R R		11/04/20 12/02/20 12/02/20	01/14/21 01/14/21 01/14/21	215284849 5951167890 5951152620	
0-01-25-240-000-036 20-02768 3 TULPEHOC	POLICE DEPART. Office Supplies TULPEHOC SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	42.79	R		12/02/20	01/14/21	249359	
0-01-25-240-000-069 20-02451 1 GTBM 20-02451 2 GTBM	POLICE DEPART. Data Processing G.T.B.M., INC G.T.B.M., INC	Car 705 Power issue Car 703&705 Charge Guards Rep	128.00 309.50 437.50	R R		11/02/20 11/02/20	01/14/21 01/14/21	27263 27416	
0-01-25-240-000-152 20-01343 2 MUNEME	POLICE DEPART. Issued Personal MUNICIPAL EMERG.SERVICES, INC	6 Bullet Proof Vests	1,827.88	R		06/11/20	01/15/21	IN1522451	
0-01-25-240-000-158 20-02922 1 VERWIR	POLICE DEPART. Police Communic VERIZON WIRELESS	Monthly Air Card Charges Nov	80.02	R		12/23/20	01/14/21	9868609120	
0-01-25-240-000-162 20-02765 1 CABLEVIS OPTIMUM	POLICE DEPART. DSL Line CABLEVIS OPTIMUM	Monthly online static IP	185.60	R		12/02/20	01/14/21		
Extd Total: POLICE DEPART.			4,888.91						
Department Total: POLICE DEPART.			4,888.91						
Department: EMERGENCY MGMT.									
Extd: EMERGENCY MGMT.									
0-01-25-252-000-036 20-02032 1 GTBM	EMERGENCY MGMT. Office Supplie G.T.B.M., INC	EQUIPMENT FOR OEM VEHICLE	3,257.00	R		09/11/20	01/14/21	28885	
Tracking Id: NJ START NJ START - STATE CONTRACT									
Extd Total: EMERGENCY MGMT.			3,257.00						
Department Total: EMERGENCY MGMT.			3,257.00						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/chk	Enc Date	First Rcvd Date	chk/void Date	Invoice	PO Type
Department: AMBULANCE Extd: AMBULANCE									
0-01-25-260-000-167	AMBULANCE PSEG Bills								
20-02838 1 PSEG	P.S.E.& G. CO.	NOVEMBER'20 AMBULANCE BLDG	389.00	R		12/14/20	01/14/21	601906654963	
Extd Total: AMBULANCE			389.00						
Department Total: AMBULANCE			389.00						
Department: FIRE DEPARTMENT Extd: FIRE DEPARTMENT									
0-01-25-265-000-026	FIRE DEPARTMENT Equipment Main								
20-02313 1 ESIEQUIP	ESI EQUIPMENT, INC.	Service Program Holmatro Tools	322.00	R		10/15/20	01/14/21	20-2020	
20-02313 2 ESIEQUIP	ESI EQUIPMENT, INC.	Core Duo Electric Pump	176.00	R		10/15/20	01/14/21	20-2020	
20-02313 3 ESIEQUIP	ESI EQUIPMENT, INC.	Core Gas Pump	176.00	R		10/15/20	01/14/21	20-2020	
20-02313 4 ESIEQUIP	ESI EQUIPMENT, INC.	Green Line EVO Combi Tool	274.00	R		10/15/20	01/14/21	20-2020	
20-02313 5 ESIEQUIP	ESI EQUIPMENT, INC.	Core Combi Tool	116.00	R		10/15/20	01/14/21	20-2020	
20-02313 6 ESIEQUIP	ESI EQUIPMENT, INC.	Core Incline Cutter	116.00	R		10/15/20	01/14/21	20-2020	
20-02313 7 ESIEQUIP	ESI EQUIPMENT, INC.	Core 7" Cutter	116.00	R		10/15/20	01/14/21	20-2020	
20-02313 8 ESIEQUIP	ESI EQUIPMENT, INC.	Core Mini Cutter	116.00	R		10/15/20	01/14/21	20-2020	
20-02313 9 ESIEQUIP	ESI EQUIPMENT, INC.	Core 28" Spreader	116.00	R		10/15/20	01/14/21	20-2020	
20-02313 10 ESIEQUIP	ESI EQUIPMENT, INC.	Core Large Ram	77.00	R		10/15/20	01/14/21	20-2020	
20-02313 11 ESIEQUIP	ESI EQUIPMENT, INC.	Core Short Tele Ram	77.00	R		10/15/20	01/14/21	20-2020	
20-02313 12 ESIEQUIP	ESI EQUIPMENT, INC.	Core Long Tele Ram	77.00	R		10/15/20	01/14/21	20-2020	
20-02313 13 ESIEQUIP	ESI EQUIPMENT, INC.	Core 16" Hose Green	19.00	R		10/15/20	01/14/21	20-2020	
20-02313 14 ESIEQUIP	ESI EQUIPMENT, INC.	Core 32" Hose Orange	19.00	R		10/15/20	01/14/21	20-2020	
20-02313 15 ESIEQUIP	ESI EQUIPMENT, INC.	Core 32" Hose Blue	19.00	R		10/15/20	01/14/21	20-2020	
20-02313 16 ESIEQUIP	ESI EQUIPMENT, INC.	Core 50" Hose Orange	19.00	R		10/15/20	01/14/21	20-2020	
20-02313 17 ESIEQUIP	ESI EQUIPMENT, INC.	Core 50" Hose Blue	19.00	R		10/15/20	01/14/21	20-2020	
20-02314 1 FIRSASER	FIRE & SAFETY SERVICES, LTD.	Repairs Ladder 1 HD Ladder107	1,558.00	R		10/15/20	01/14/21	5120-1913	
20-02314 2 FIRSASER	FIRE & SAFETY SERVICES, LTD.	Ladder 1 Labor	2,767.00	R		10/15/20	01/14/21	5120-1913	
20-02315 1 FIRSASER	FIRE & SAFETY SERVICES, LTD.	Repairs Engine #1	718.00	R		10/15/20	01/14/21	5120-1367	
20-02315 2 FIRSASER	FIRE & SAFETY SERVICES, LTD.	Labor Charge	1,207.00	R		10/15/20	01/14/21	5120-1367	
20-02471 1 BEHNKE	BEHNKE'S BUILDING SUPPLY CO.	Tools and Supplies	187.89	R		11/02/20	01/14/21	321169	
			8,291.89						

Account	Description	Item Description	Amount	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	PO Type
P.O. Id Item Vendor								
0-01-25-265-000-029	FIRE DEPARTMENT Repairs							
20-02113 1 CLEAIR	CLEAN AIR COMPANY, INC.	Exhaust System Supplies	750.30	R	09/22/20 01/14/21		200823	
20-02113 2 CLEAIR	CLEAN AIR COMPANY, INC.	Exhaust System Supplies	30.00	R	09/22/20 01/14/21		200823	
20-02311 1 DOOWOR	DOOR WORKS, INC.	Repair Sectional Door FH#2	51.76	R	10/15/20 01/14/21		10942	
20-02311 2 DOOWOR	DOOR WORKS, INC.	Repair Sectional Door FH#2	17.30	R	10/15/20 01/14/21		10942	
20-02311 3 DOOWOR	DOOR WORKS, INC.	Repair Sectional Door FH#2	0.70	R	10/15/20 01/14/21		10942	
20-02311 4 DOOWOR	DOOR WORKS, INC.	Repair Sectional Door FH#2	475.00	R	10/15/20 01/14/21		10942	
20-02312 1 DOOWOR	DOOR WORKS, INC.	Repair Sectional Door Home Pl	17.30	R	10/15/20 01/14/21		11109	
20-02312 2 DOOWOR	DOOR WORKS, INC.	Repair Sectional Door Home Pl	285.00	R	10/15/20 01/14/21		11109	
20-02544 1 CUSBAN	CUSTOM BANDAG, INC.	Blanket PO for E-4 Tires	2,236.24	R	11/10/20 01/14/21		30234498	
20-02632 1 CUSBAN	CUSTOM BANDAG, INC.	Blanket PO for R-1 Tires	3,021.04	R	11/13/20 01/14/21		30234564	
20-02794 1 RUSTRU	RUSCON TRUCK SERVICE & EQUIP.	Parts for L-2	648.40	R	12/04/20 01/14/21		001-1026504	
20-02794 2 RUSTRU	RUSCON TRUCK SERVICE & EQUIP.	Parts for L-2	38.30	R	12/04/20 01/14/21		001-1026504	
			<u>7,571.34</u>					
0-01-25-265-000-030	FIRE DEPARTMENT Materials & Su							
20-02060 1 PARAUT	PARTS AUTHORITY, LLC	Blanket PO #4	902.31	R	09/15/20 01/14/21			
20-02137 1 WITPUB	WITMER PUBLIC SAFETY GROUP, INC	Streamlight Vehicle Mount	966.00	R	09/24/20 01/14/21		2069675	
20-02137 2 WITPUB	WITMER PUBLIC SAFETY GROUP, INC	Vulcan 190 Vehicle Mount Sys	12.00	R	09/24/20 01/14/21		2069675	
20-02413 1 WITPUB	WITMER PUBLIC SAFETY GROUP, INC	K12-FD Saws	6,100.00	R	10/26/20 01/14/21		2080719	
20-02413 2 WITPUB	WITMER PUBLIC SAFETY GROUP, INC	Shipping & Handling	60.00	R	10/26/20 01/14/21		2080719	
			<u>8,040.31</u>					
0-01-25-265-000-033	FIRE DEPARTMENT Subscriptions							
20-02407 1 FIREFILE	FIRE FILE, LLC	Yearly CODES Subscription	1,595.00	R	10/26/20 01/14/21		1086	
20-02407 2 FIREFILE	FIRE FILE, LLC	Yearly User Connection	900.00	R	10/26/20 01/14/21		1086	
			<u>2,495.00</u>					
0-01-25-265-000-140	FIRE DEPARTMENT Hazardous Mate							
20-00650 1 NUFIEQ	NEW JERSEY FIRE EQUIPMENT CO.	SR-X2V BW Quatro Oxygen Sensor	1,650.00	R	03/10/20 01/14/21		65338	
			<u>28,048.54</u>					
			<u>28,048.54</u>					

Extd Total: FIRE DEPARTMENT  
Department Total: FIRE DEPARTMENT

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
Department: PROSECUTOR									
Extd: PROSECUTOR									
0-01-25-275-000-028	PROSECUTOR Professional Services								
20-02812 1 MARCAL	MARC A. CALELLO, ESQ. P.C.	PROF'L SERVICES RENDERED	1,500.00	R		01/21/20	01/14/21		C
						Contract No: 20-00019			
			1,500.00						
		Extd Total: PROSECUTOR	1,500.00						
		Department Total: PROSECUTOR	38,083.45						
		CAFR Total:							
Department: ROAD REPAIR									
Extd: ROAD REPAIR									
0-01-26-290-000-026	ROAD REPAIR Equipment Maintena								
20-01990 1 JESINC	JESCO, INC.	PARTS TO REPAIR TINK BUCKET	6,090.19	R		09/08/20	01/14/21	653149	
20-02417 1 AUTBRA	AUTOMOTIVE BRAKE CO.	BLANKET PO # 10	709.80	R		10/27/20	01/14/21	2181467	
20-02458 1 ROBSON	ROBERT'S & SON, INC.	PART FOR DPW VEHICLE #776	981.23	R		11/02/20	01/14/21	05605245	
20-02505 1 GOOAUT	GOODYEAR AUTO SERVICE CENTER	TIRES FOR DPW VEHICLES	5,200.92	R		11/04/20	01/14/21	263753	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
20-02652 1 REESYS	REED SYSTEMS, LTD	BLANKET PO # 02	442.68	R		11/17/20	01/14/21	16787A	
			13,424.82						
0-01-26-290-000-030	ROAD REPAIR Materials & Suppli								
20-02387 1 GRAINGE2	GRAINGER, INC.	BUNGEEES FOR VACALL	67.50	R		10/22/20	01/14/21	9723154424	
0-01-26-290-000-036	ROAD REPAIR Office Supplies								
20-02768 1 TULPEHOC	TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	5.39	R		12/02/20	01/14/21	249364	
0-01-26-290-000-158	ROAD REPAIR Communications								
20-02474 1 GOOSECOM	GOOSE TOWN COMMUNICATIONS	BLANKET PO # 10	2,493.50	R		11/02/20	01/14/21	133524	
0-01-26-290-000-170	ROAD REPAIR Sewer & Camera Sup								
20-02218 1 JETVACEQ	JET VAC EQUIPMENT, LLC	REPAIR TO SEWER CAMERA	2,600.00	R		10/01/20	01/19/21	1108	
20-02629 1 PGAUTO	P & G AUTO, INC.	PARTS FOR DPW VEHICLE #763	75.12	R		11/12/20	01/14/21	001-194118	
20-02629 2 PGAUTO	P & G AUTO, INC.	CREDIT - RETURN	75.12	R		01/11/21	01/14/21	001-195007	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-26-290-000-170 20-02629 3 PGAUTO	ROAD REPAIR Sewer & Camera Sup P & G AUTO, INC.	Continued CORRECT GLOW PLUGS	75.12 2,675.12	R	01/11/21	01/14/21		001-194668	
0-01-26-290-000-171 20-01843 1 TILNEW	ROAD REPAIR Road & Basin Repai TILCON NEW YORK, INC.	BLANKET PO # 16	320.65	R	08/14/20	01/14/21		2358924	
0-01-26-290-000-172 20-02452 1 ROGFA	ROAD REPAIR Street Signs ROGO FASTENER CO., INC.	SIGN CREW SUPPLIES	688.56	R	11/02/20	01/14/21		409594	
0-01-26-290-000-174 20-02241 1 BORTEK 20-02241 2 BORTEK	ROAD REPAIR Sweeper Supplies BORTEK INDUSTRIES, INC. BORTEK INDUSTRIES, INC.	PARTS FOR SWEEPER #773 CREDIT FOR B/O'D PART	3,307.73 75.03- 3,232.70	R R	10/05/20 12/22/20	01/14/21 01/14/21		711935-00 717023-00	
Extd Total: ROAD REPAIR			22,908.24						
Department Total: ROAD REPAIR			22,908.24						
Department: SOLID WASTE									
Extd: SOLID WASTE									
0-01-26-305-000-026 20-02124 1 ARTNOVGL 20-02393 1 JESINC	SOLID WASTE Equipment Maintena ARTWAL NOVUS GLASS, LLC JESCO, INC.	GLUE WINDSHIELD PAYLOADER #770 PARTS FOR DPW PAYLOADER #770	250.00 154.13	R R	09/24/20 10/22/20	01/14/21 01/14/21		654057	
20-02433 2 BOLKEM 20-02489 1 SANEQU	Tracking Id: ENSNJ BOLKEMA FUEL CO., INC. SANITATION EQUIPMENT CORP.	EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY FLUIDS FOR BOROUGH VEHICLES REPAIR TO DPW VEHICLE #790	950.00 2,067.36	R R	10/29/20 11/02/20	01/14/21 01/14/21		68792 56144	
20-02489 2 SANEQU 20-02489 3 SANEQU 20-02628 1 SANEQU	Tracking Id: ENSNJ SANITATION EQUIPMENT CORP. SANITATION EQUIPMENT CORP. SANITATION EQUIPMENT CORP.	EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY PIN OPER CYL TAILGATE PIVOT RE GREASE FITTING: \$4.00 REPAIR TO DPW VEHICLE #801	43.68 587.25 917.78 4,970.20	R R R	11/02/20 11/02/20 11/12/20	01/14/21 01/14/21 01/14/21		56144 56144 56230	
0-01-26-305-000-028 20-02476 1 ATLCOA	SOLID WASTE Professional Services ATLANTIC COAST FIBERS, LLC	BLANKET PO # 11	8,307.59	R	11/02/20	01/14/21		INW115465	
0-01-26-305-000-030 20-02753 1 SCOGRA	SOLID WASTE Materials & Suppli SCOTT GRAPHICS PRINTING, INC.	2021 PICKUP SCHEDULE CALENDARS	2,365.00	R	12/01/20	01/15/21		15662	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-26-305-000-057 20-02923 1 NEVPHI	SOLID WASTE Bldg/Grounds/Furniture PHILIP NEVILLE	REIMBURSEMENT FOR DPW PURCHASE	26.87	R		12/23/20	01/14/21		
0-01-26-305-000-240 20-02402 1 CUSBAN	SOLID WASTE Tire & Tubes CUSTOM BANDAG, INC.	LARGE DPW TRUCKS - TIRE REPAIR	815.42	R		10/26/20	01/14/21	30233877	
20-02404 1 CUSBAN	CUSTOM BANDAG, INC.	TIRE REPAIR - LARGE DPW TRUCKS	32.25	R		10/26/20	01/14/21	30233924	
			847.67						
		Extd Total: SOLID WASTE	16,517.33						
		Department Total: SOLID WASTE	16,517.33						
Department: BLDG. & GRDS. Extd: BLDG. & GRDS.									
0-01-26-310-000-024 20-02493 1 FDGCLE	BLDG. & GRDS. Cleaning & Maint FDG CLEANING SERVICES, LLC	MONTHLY JANITORIAL SERVICES	2,120.00	R		09/01/20	01/14/21	9038	C
						Contract No: 20-00010			
0-01-26-310-000-026 20-02229 1 KENTINC	BLDG. & GRDS. Equipment Mainte KENCOR INC.	MONTHLY ELEVATOR MAINTENANCE	190.00	R		01/14/20	01/14/21	971691	C
						Contract No: 20-00002			
20-02491 1 KENTINC	KENCOR INC.	MONTHLY ELEVATOR MAINTENANCE	190.00	R		01/14/20	01/14/21	973165	C
			380.00						
0-01-26-310-000-028 20-01939 1 ROLEAR	BLDG. & GRDS. Professional Ser R. O'LEARY PLUMBING, LLC	BLANKET PO # 06	300.00	R		08/31/20	01/14/21	9251	
20-02409 1 EASELE	EAST-WEST ELECTRICAL CONT, INC.	BLANKET PO # 33	117.20	R		10/26/20	01/14/21	20904	
20-02449 1 EASELE	EAST-WEST ELECTRICAL CONT, INC.	SERVICE CALL - POLICE DEPT	682.70	R		10/30/20	01/15/21	20943	
20-02620 1 EASELE	EAST-WEST ELECTRICAL CONT, INC.	REPLACEMENT HAND DRYER	1,270.00	R		11/12/20	01/14/21	20958	
20-02635 1 EASELE	EAST-WEST ELECTRICAL CONT, INC.	BLANKET PO # 35	112.40	R		11/13/20	01/14/21	20957	
20-02787 1 PANJOH	PAMPALONI, JOHN JR.	SEWER CONSULTING/LICENSED	825.00	R		12/03/20	01/14/21		
			3,307.30						
0-01-26-310-000-030 20-02260 1 AMETBEA	BLDG. & GRDS. Materials & Supp CHRISTOPHER MACALUSO	GUEST FLAGS FOR BOROUGH HALL	481.50	R		10/08/20	01/14/21	PO#20-02260	
		Extd Total: BLDG. & GRDS.	6,288.80						
		Department Total: BLDG. & GRDS.	6,288.80						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
Department: VEHICLE MAINT. Extd: VEHICLE MAINT.									
0-01-26-315-000-180	VEHICLE MAINT. Police/Emerg Serv-Tires								
20-02179 1 AUTBRA	AUTOMOTIVE BRAKE CO.	BLANKET PO # 09	739.98	R		09/28/20	01/14/21		
20-02403 1 ALLAMER	ALL AMERICAN FORD, INC.	PARTS FOR POLICE VEH #705	168.61	R		10/26/20	01/14/21	248215A	
20-02416 1 UNIMOT	UNITED MOTOR PARTS, INC.	BLANKET PO # 12	983.68	R		10/27/20	01/14/21		
20-02427 1 ALLAMER	ALL AMERICAN FORD, INC.	REPAIR TO POLICE VEH #706	581.22	R		10/28/20	01/14/21	248670A	
20-02433 1 BOLKEM	BOLKEMA FUEL CO., INC.	FLUIDS FOR BOROUGH VEHICLES	775.00	R		10/29/20	01/14/21	68792	
20-02436 1 PGAUTO	P & G AUTO, INC.	PARTS TO REPAIR POLICE VEH #T4	381.87	R		10/29/20	01/14/21	001-192054	
20-02523 1 PGAUTO	P & G AUTO, INC.	PARTS FOR POLICE VEHICLE #706	218.72	R		11/09/20	01/14/21	001-193510	
20-02533 1 PGAUTO	P & G AUTO, INC.	PARTS FOR BOROUGH VEHICLE #	75.76	R		11/10/20	01/14/21	001-193606	
20-02621 1 PGAUTO	P & G AUTO, INC.	PARTS TO REPAIR POLICE VEH#700	283.02	R		11/12/20	01/14/21		
20-02622 1 PARAUT	PARTS AUTHORITY, LLC	BLANKET PO # 33	947.42	R		11/12/20	01/14/21		
			5,155.28						
0-01-26-315-000-182	VEHICLE MAINT. Road-Tires, Tra								
20-01992 1 KIMMID	KIMBALL MIDWEST	MECHANIC SHOP SUPPLIES	458.84	R		09/08/20	01/15/21	8213873	
20-01993 1 PGAUTO	P & G AUTO, INC.	BLANKET PO # 04	287.34	R		09/08/20	01/14/21	001-196973	
20-02415 1 PARAUT	PARTS AUTHORITY, LLC	BLANKET PO # 32	1,022.09	R		10/27/20	01/14/21		
20-02453 1 ROGFAS	ROGO FASTENER CO., INC.	MECHANIC SHOP SUPPLIES	525.29	R		11/02/20	01/14/21	409593	
20-02479 1 NCHCORP2	NCH CORPORATION	SUPPLIES FOR MECHANICS SHOP	220.50	R		11/02/20	01/14/21	7158940	
20-02490 1 KIMMID	KIMBALL MIDWEST	SUPPLIES FOR MECHANICS SHOP	739.85	R		11/02/20	01/14/21	8361310	
20-02506 1 PGAUTO	P & G AUTO, INC.	PARTS FOR DPW VEHICLES	431.67	R		11/04/20	01/14/21	001-198039	
20-02525 1 UNIMOT	UNITED MOTOR PARTS, INC.	BLANKET PO # 13	972.40	R		11/10/20	01/14/21		
20-02627 1 BOLKEM	BOLKEMA FUEL CO., INC.	ENGINE OIL FOR BORO VEHICLES	1,352.10	R		11/12/20	01/14/21	7335	
20-02645 1 PARAUT	PARTS AUTHORITY, LLC	BLANKET PO # 34	966.17	R		11/16/20	01/14/21		
20-02720 1 PARAUT	PARTS AUTHORITY, LLC	REPLACEMENT OIL DRAIN	623.50	R		11/24/20	01/14/21	797961	
			7,599.75						
0-01-26-315-000-184	VEHICLE MAINT. vehicle Cleaning								
20-02729 1 NEWMAVE	JHS SERVICES, INC.	CAR WASHES	1,168.00	R		11/24/20	01/14/21	BER201118	
Extd Total: VEHICLE MAINT. Department Total: VEHICLE MAINT. CAFR Total:									
			13,923.03						
			13,923.03						
			59,637.40						



Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	P0 Type
Department: BD. OF HEALTH Extd: BD. OF HEALTH									
0-01-27-330-000-025	BD. OF HEALTH - ANIMAL CONTROL SERVICE	ANIMAL CONTROL SERVICE 11/2020	2,916.66	R		01/07/20	01/14/21		C
20-02781	1 TYCOANI TYLER, CAROL A.					Contract No: 20-00028			
0-01-27-330-000-036	BD. OF HEALTH Office Supplies								
20-02457	1 WBMAS W.B. MASON CO., INC.	BRTTZE2312PK-Labeling Tape	46.20	R		11/02/20	01/14/21	215243915	
20-02457	2 WBMAS W.B. MASON CO., INC.	TOM68721-Correction Tape	21.08	R		11/02/20	01/14/21	215243915	
20-02457	3 WBMAS W.B. MASON CO., INC.	SWI54501-Stapler	12.52	R		11/02/20	01/14/21	215243915	
20-02457	4 WBMAS W.B. MASON CO., INC.	BRTTN330-Toner Black	41.11	R		11/02/20	01/14/21	215243915	
20-02457	5 WBMAS W.B. MASON CO., INC.	BRTTN550-Toner, Black	73.58	R		11/02/20	01/14/21	215243915	
20-02457	6 WBMAS W.B. MASON CO., INC.	DURMN1500B24-AA Batteries	19.93	R		11/02/20	01/14/21	215243915	
20-02457	7 WBMAS W.B. MASON CO., INC.	TOP75111-8-1/2-11 3/4 Pads	22.26	R		11/02/20	01/14/21	215243915	
20-02457	8 WBMAS W.B. MASON CO., INC.	PAP89465-Black Pens	5.20	R		11/02/20	01/14/21	215243915	
20-02768	7 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	15.59	R		12/02/20	01/14/21	249361	
20-02768	8 TULPEHOC TULPEHOCKEN SPRING WATER, INC.	WATER EQUIP. RENTAL DELIVERY	2.00	R		12/02/20	01/14/21	252418	
			259.47						
0-01-27-330-000-191	BD. OF HEALTH Code Advertising								
20-02909	1 NJMEDI NORTH JERSEY MEDIA GROUP	Child Care Ord. -0004448128	40.68	R		12/21/20	01/14/21	0004448128	
20-02909	2 NJMEDI NORTH JERSEY MEDIA GROUP	Cosmetology Ord. -0004448121	40.68	R		12/21/20	01/14/21	0004448121	
			81.36						
		Extd Total: BD. OF HEALTH	3,257.49						
		Department Total: BD. OF HEALTH	3,257.49						
		CAFR Total:	3,257.49						
Department: PARKS Extd: PARKS									
0-01-28-375-000-026	PARKS Equipment Maintenance								
20-02347	1 AMEHOS AMERICAN HOSE & HYDRAULICS CO.	REPAIR TO DPW TREE TRUCK #779	1,281.70	R		10/20/20	01/14/21	98861	
20-02426	1 STRAUSS STRAUSS BROS. SERVICE,	BACK PACK BLOWERS FOR PARKS &	2,070.01	R		10/28/20	01/14/21		
20-02435	1 RETRON RE-TRON TECHNOLOGIES, INC.	PART FOR DPW VEHICLE #799	79.95	R		10/29/20	01/14/21	28414	
			3,431.66						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-28-375-000-029 20-02306 1 ROLEAR	PARKS Repairs R. O'LEARY PLUMBING, LLC	BLANKET PO # 08	190.00	R	10/14/20	01/14/21		9236	
0-01-28-375-000-030 20-02353 1 NORASS	PARKS Materials & Supplies NORTHEASTERN ARBORIST SUPPLY	LOG SLINGS FOR DPW TREE CREW	477.70	R	10/20/20	01/14/21		I-80047	
0-01-28-375-000-200 20-02932 1 CABLEVIS OPTIMUM	PARKS Fencing & Security CABLEVIS OPTIMUM	INTERNET SERVICE AT PARKS	131.18	R	12/29/20	01/14/21			
20-02932 2 CABLEVIS OPTIMUM		INTERNET SERVICE AT PARKS	141.18	R	12/29/20	01/14/21			
			272.36						
		Extd Total: PARKS	4,371.72						
		Department Total: PARKS	4,371.72						
		CAFR Total:	4,371.72						
Department: PUBLIC LIBRARY									
Extd: PUBLIC LIBRARY									
0-01-29-390-000-250 20-02925 1 BORBER	PUBLIC LIBRARY /MEDICAL BEN. EXPENSES BOROUGH OF BERGENFIELD	Library Med Reim Nov/Dec 2020	29,819.04	R	12/24/20	01/14/21			
20-02925 2 BORBER	BOROUGH OF BERGENFIELD	Library Med Reim Nov/Dec 2020	3,853.00	R	12/24/20	01/14/21			
20-02925 3 BORBER	BOROUGH OF BERGENFIELD	Library Med Reim Nov/Dec 2020	1,210.62	R	12/24/20	01/14/21			
20-02925 4 BORBER	BOROUGH OF BERGENFIELD	Library Med Reim Nov/Dec 2020	472.92	R	12/24/20	01/14/21			
20-02925 5 BORBER	BOROUGH OF BERGENFIELD	Library Med Reim Nov/Dec 2020	5,013.04	R	12/24/20	01/14/21			
			32,662.62						
		Extd Total: PUBLIC LIBRARY	32,662.62						
		Department Total: PUBLIC LIBRARY	32,662.62						
		CAFR Total:	32,662.62						
Department: PUBLIC EVENTS									
Extd: PUBLIC EVENTS									
0-01-30-420-000-225 20-02444 1 GATCOT	PUBLIC EVENTS - OTHER GATES FLAG & BANNER CO., INC. LANTERN BANNERS		1,385.00	R	10/29/20	01/14/21		203522	
		Extd Total: PUBLIC EVENTS	1,385.00						
		Department Total: PUBLIC EVENTS	1,385.00						
		CAFR Total:	1,385.00						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	P0 Type
Department: ELECT. & GAS Extd: ELECT. & GAS									
0-01-31-430-000-000 20-02835 1 PSEG	ELECT. & GAS P.S.E. & G. CO.	ELECTRIC&GAS CHARGES NOV.'20	13,481.26	R		12/14/20	01/14/21		
		Extd Total: ELECT. & GAS	13,481.26						
		Department Total: ELECT. & GAS	13,481.26						
Department: STREET LIGHTS Extd: STREET LIGHTS									
0-01-31-435-000-000 20-02841 1 PSEG2	STREET LIGHTS P.S.E. & G. CO.	STREET LIGHT CHARGES NOV.'20	18,814.15	R		12/14/20	01/14/21		
		Extd Total: STREET LIGHTS	18,814.15						
		Department Total: STREET LIGHTS	18,814.15						
Department: TELEPHONE Extd: TELEPHONE									
0-01-31-440-000-000 20-02826 1 CABVISLI	TELEPHONE CABLEVISION LIGHTPATH, INC.	FIBER NETWORK	3,948.72	R		12/11/20	01/14/21	100426142	
20-02826 2 CABVISLI	CABLEVISION LIGHTPATH, INC.	FIBER NETWORK	198.72	R		12/11/20	01/14/21	100426142	
20-02844 1 VERIZ	VERIZ	1/3/21-LONG DISTANCE/REGIONAL	240.24	R		12/14/20	01/14/21		
20-02845 1 COMTEC	COMTECH21	12/12/20-LONG DISTANCE SERVICE	233.94	R		12/14/20	01/14/21	203470084	
20-02867 1 VERIZ	VERIZ	TELEPHONE CHARGES DECEMBER'20	4,081.70	R		12/16/20	01/14/21		
20-02883 1 CABLEVIS	OPTIMUM	PHONE BILL	151.18	R		12/18/20	01/14/21		
20-02883 2 CABLEVIS	OPTIMUM	PHONE BILL	151.18	R		12/18/20	01/14/21		
20-02883 3 CABLEVIS	OPTIMUM	PHONE BILL	151.18	R		12/18/20	01/14/21		
20-02929 1 ATTMOBIL	AT&T MOBILITY	MONTHLY WIRELESS BILL	1,590.89	R		01/07/20	01/14/21	12192020	C
						Contract No: 20-00020			
20-02930 1 CABLEVIS	OPTIMUM	DPW INTERNET	155.60	R		12/29/20	01/14/21		
			10,505.91						
		Extd Total: TELEPHONE	10,505.91						
		Department Total: TELEPHONE	10,505.91						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
Department: GAS & DIESEL									
Extd: GAS & DIESEL									
0-01-31-460-000-000	GAS & DIESEL								
20-02522	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 331070	3,423.53	R	01/07/20	01/14/21		331070	C
					Contract No: 20-00008				
20-02522	2 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 331070	2.76	R	01/07/20	01/14/21		331070	C
					Contract No: 20-00008				
20-02664	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 331230	1,785.18	R	01/07/20	01/14/21		331230	C
					Contract No: 20-00008				
20-02664	2 RACMICH	RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 331230	1.44	R	01/07/20	01/14/21		331230	C
					Contract No: 20-00008				
20-02673	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 331589	2,431.52	R	01/07/20	01/14/21		331589	C
					Contract No: 20-00008				
20-02673	2 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 331589	1.87	R	01/07/20	01/14/21		331589	C
					Contract No: 20-00008				
20-02776	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 331887	2,107.20	R	01/07/20	01/14/21		331887	C
					Contract No: 20-00008				
20-02776	2 RACMICH	RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 331887	1.60	R	01/07/20	01/14/21		331887	C
					Contract No: 20-00008				
20-02801	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 332112	4,120.08	R	01/07/20	01/14/21		332112	C
					Contract No: 20-00008				
20-02801	2 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 332112	2.76	R	01/07/20	01/14/21		332112	C
					Contract No: 20-00008				
20-02849	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 333063	1,536.15	R	01/07/20	01/15/21		333063	C
					Contract No: 20-00008				
20-02849	2 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 333063	1.00	R	01/07/20	01/15/21		333063	C
					Contract No: 20-00008				
20-02870	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 332842	2,294.02	R	01/07/20	01/15/21		332842	C
					Contract No: 20-00008				
20-02870	2 RACMICH	RACHLES/MICHELE'S OIL CO., INC. GAS TICKET # 332842	1.68	R	01/07/20	01/15/21		332842	C
					Contract No: 20-00008				
20-02881	1 RACMICH	RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 330794	522.63	R	01/07/20	01/15/21		330794	C
					Contract No: 20-00008				

Account	Description	Item Description	Amount	Stat	Chk	Enc	Rcvd	Chk/Void	PO
P.O. Id	Item Vendor						Date	Invoice	Type
0-01-31-460-000-000	GAS & DIESEL	Continued							
20-02881	2 RACMICH RACHLES/MICHELE'S OIL CO., INC. DIESEL TICKET # 330794		0.43	R			01/07/20 01/15/21 Contract No: 20-00008	330794	C
			<u>18,233.85</u>						
		Ext'd Total: GAS & DIESEL	18,233.85						
		Department Total: GAS & DIESEL	18,233.85						
		CAFR Total:	61,035.17						
	Department: LANDFILL DISPOSAL COSTS								
	Ext'd: LANDFILL DISPOSAL COSTS								
0-01-32-465-000-232	Vegetative Waste								
20-02748	1 NATCHO NATURE'S CHOICE CORPORATION	VEGETATIVE WASTE REMOVAL SEP20	420.00	R			03/03/20 01/15/21 Contract No: 20-00009	75854-IN	C
20-02748	2 NATCHO NATURE'S CHOICE CORPORATION	VEGETATIVE WASTE REMOVAL OCT20	1,748.00	R			03/03/20 01/15/21 Contract No: 20-00009		C
20-02748	3 NATCHO NATURE'S CHOICE CORPORATION	VEGETATIVE WASTE REMOVAL OCT20	840.00	R			03/03/20 01/15/21 Contract No: 20-00009		C
20-02748	4 NATCHO NATURE'S CHOICE CORPORATION	VEGETATIVE WASTE REMOVAL MAR19	525.00	R			03/03/20 01/15/21 Contract No: 20-00009	55287R-IN	C
20-02748	5 NATCHO NATURE'S CHOICE CORPORATION	PARTIAL CREDIT FROM 2019	105.00	- R			03/03/20 01/15/21 Contract No: 20-00009	0111914-CM	C
20-02748	6 NATCHO NATURE'S CHOICE CORPORATION	CREDIT FROM 2020	420.00	- R			03/03/20 01/15/21 Contract No: 20-00009	0111912-CM	C
20-02748	7 NATCHO NATURE'S CHOICE CORPORATION	CREDIT FROM 2020	262.50	- R			03/03/20 01/15/21 Contract No: 20-00009	0111913-CM	C
20-02748	8 NATCHO NATURE'S CHOICE CORPORATION	INV # 72564-IN	420.00	R			03/03/20 01/15/21 Contract No: 20-00009	72564-IN	C
20-02748	9 NATCHO NATURE'S CHOICE CORPORATION	INV # 72811R-IN	262.50	R			03/03/20 01/15/21 Contract No: 20-00009	72811R-IN	C
20-02878	1 NATCHO NATURE'S CHOICE CORPORATION	VEGETATIVE WASTE REMOVAL NOV20	30,590.00	R			03/03/20 01/15/21 Contract No: 20-00009		C

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-32-465-000-232 20-02878 2 NATCHO	Vegetative Waste NATURE S CHOICE CORPORATION	Continued VEGETATIVE WASTE REMOVAL NOV20	2,100.00	R		03/03/20 01/15/21			C
			<u>36,118.00</u>			Contract No: 20-00009			
		Extd Total: LANDFILL DISPOSAL COSTS	36,118.00						
		Department Total: LANDFILL DISPOSAL COSTS	36,118.00						
		CAFR Total:	36,118.00						
Department: MUNICIPAL COURT Extd: MUNICIPAL COURT									
0-01-43-490-000-036 20-02483 1 WBMAS 20-02768 2 TULPEHOC	MUNICIPAL COURT Office Supplie W.B. MASON CO., INC. TULPEHOC TULPEHOCKEN SPRING WATER, INC. WATER EQUIP. RENTAL DELIVERY		371.77	R		11/02/20 01/14/21		215247753	
			<u>2.00</u>	R		12/02/20 01/14/21		252419	
			373.77						
0-01-43-490-000-262 20-02863 1 SOLINTER SOL M. RIVERA	MUNICIPAL COURT Interpreter INTERPRETING SERVICES		170.00	R		01/07/20 01/14/21			C
						Contract No: 20-00007			
20-02863 2 SOLINTER SOL M. RIVERA	INTERPRETING SERVICES		170.00	R		01/07/20 01/14/21			C
			<u>340.00</u>			Contract No: 20-00007			
		Extd Total: MUNICIPAL COURT	713.77						
		Department Total: MUNICIPAL COURT	713.77						
Department: PUBLIC DEFENDER Extd: PUBLIC DEFENDER									
0-01-43-495-000-028 20-02770 1 STESCI	PUBLIC DEFENDER Professional Services STEVEN A. SCIANCALEPORE, ESQ. PROFESSIONAL SERVICES RENDERED		300.00	R		09/29/20 01/14/21			C
						Contract No: 20-00025			
		Extd Total: PUBLIC DEFENDER	300.00						
		Department Total: PUBLIC DEFENDER	300.00						
		CAFR Total:	1,013.77						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	P.O. Type
CAFR: NON BUDGET SECTION									
Department: TAX OVERPAYMENTS									
Extd: TAX OVERPAYMENTS									
0-01-55-205-000-000	TAX OVERPAYMENTS								
20-02904	1 SAFELAND Safe Land Title Agency, LLC	Tax Overpayment B#49 Lot#13	2,458.89	R		12/21/20	01/14/21		
20-02905	1 CORECENT CORELOGIC CENTRALIZED REFUNDS	TAX OVERPAYMENT B#8 L#21	2,019.83	R		12/21/20	01/14/21		
20-02906	1 ERICROBI ERIC & ROBIN ASCHKENASY	Tax Refund Overpmt B:322 L:20	5,424.85	R		12/21/20	01/14/21		
20-02907	1 JOSESHAT JOSEPH A & SHIRA SHATZKES	Tax Refund Overpmt B:341 L:4	3,336.17	R		12/21/20	01/14/21		
			13,239.74						
		Extd Total: TAX OVERPAYMENTS	13,239.74						
		Department Total: TAX OVERPAYMENTS	13,239.74						
Department: PROSECUTOR									
0-01-55-275-000-002	TAX APPEALS & COURT JUDGMENTS								
20-02875	1 KESSLERA Andrew S Kessler Attny Trust	NEW JERSEY TAX COURT JUDGMENT	815.50	R		12/16/20	01/14/21		
20-02882	1 NASHEL NasheI&NasheI, LLC, Trust Acct.	Tax Court Judgm B#85 L#22.01	8,212.00	R		12/18/20	01/14/21		
			9,027.50						
		Extd Total:	9,027.50						
		Department Total: PROSECUTOR	9,027.50						
		CAFR Total: NON BUDGET SECTION	22,267.24						
		Fund Total: CURRENT FUND	587,494.73						
		Year Total:	587,494.73						
Fund: CURRENT FUND									
Department: ADMINISTRATION									
Extd: ADMINISTRATION									
1-01-20-100-000-061	ADMINISTRATION New Web Site								
21-00023	1 AIRGOV AIRGOV, LLC	SUBSCRIPTION AND MAINTENANCE	399.00	R		01/06/21	01/14/21		C
								Contract No: 21-00001	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
1-01-20-100-000-061 21-00023 2 AIRGOV AIRGOV, LLC	ADMINISTRATION New Web Site	Continued SUBSCRIPTION AND MAINTENANCE	399.00	R	01/06/21	01/14/21			C
			<u>798.00</u>					Contract No: 21-00001	
		Extd Total: ADMINISTRATION	798.00						
		Department Total: ADMINISTRATION	798.00						
		CAFR Total:	798.00						
Department: OTHER INSURANCE									
Extd: OTHER INSURANCE									
1-01-23-210-000-130 21-00126 1 BERJIF BERGEN COUNTY MUNICIPAL JIF	OTHER INSURANCE B.C. Joint Ins	1st QUARTER 2021 INSTALL BILL	100,243.00	R	01/12/21	01/14/21		BER39-2021	
		Extd Total: OTHER INSURANCE	100,243.00						
		Department Total: OTHER INSURANCE	100,243.00						
Department: WORKERS COMPENSATION									
Extd: WORKERS COMPENSATION									
1-01-23-215-000-136 21-00126 2 BERJIF BERGEN COUNTY MUNICIPAL JIF	WORKERS COMPENSATION INSURANCE	1st QUARTER 2021 INSTALL BILL	150,155.00	R	01/12/21	01/14/21		BER39-2021	
		Extd Total: WORKERS COMPENSATION	150,155.00						
		Department Total: WORKERS COMPENSATION	150,155.00						
Department: GROUP INSURANCE									
Extd: GROUP INSURANCE - INSIDE CAP									
1-01-23-220-000-120 21-00002 1 DELDEN DELTA DENTAL OF NJ, INC.	GROUP INSURANCE Dental Insuran	JAN. '21 DENTAL PLAN CHARGES	10,358.42	R	01/06/21	01/14/21		720835	
21-00002 2 DELDEN DELTA DENTAL OF NJ, INC.		JAN. '21 DENTAL PLAN CHARGES	0.00	R	01/06/21	01/14/21		720836	
21-00002 3 DELDEN DELTA DENTAL OF NJ, INC.		JAN. '21 DENTAL PLAN CHARGES	<u>8,165.06</u>	R	01/06/21	01/14/21		720837	
			18,523.48						



Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
1-01-23-220-000-122	GROUP INSURANCE Prescription P								
21-00119 1 BENESER	BENECARD SERVICES, LLC	JANUARY 2021 PRESCRIPTION DRUG	40,821.66	R		01/11/21	01/14/21		
	Extd Total: GROUP INSURANCE - INSIDE CAP		59,345.14						
	Department Total: GROUP INSURANCE		59,345.14						
	CAFR Total:		309,743.14						
Department: FIRE DEPARTMENT									
Extd:	FIRE HYDRANT								
1-01-25-265-001-000	FIRE HYDRANT								
21-00168 1 UNIWAT	SUEZ WATER NEW JERSEY	HYDRANT CHARGES JANUARY'21	19,429.32	R		01/19/21	01/19/21		
	Extd Total: FIRE HYDRANT		19,429.32						
	Department Total: FIRE DEPARTMENT		19,429.32						
	CAFR Total:		19,429.32						
Department: PUBLIC LIBRARY									
Extd:	PUBLIC LIBRARY								
1-01-29-390-000-021	PUBLIC LIBRARY/ OPERATING EXPENSES								
21-00121 1 BERLIB	BERGENFIELD PUBLIC LIBRARY	LIBRARY OPERATIONS	80,000.00	R		01/11/21	01/14/21		
	Extd Total: PUBLIC LIBRARY		80,000.00						
	Department Total: PUBLIC LIBRARY		80,000.00						
	CAFR Total:		80,000.00						
Department: WATER									
Extd:	WATER								
1-01-31-445-000-000	WATER								
21-00168 2 UNIWAT	SUEZ WATER NEW JERSEY	WATER CHARGES JANUARY'21	1,605.17	R		01/19/21	01/19/21		
	Extd Total: WATER		1,605.17						
	Department Total: WATER		1,605.17						
	CAFR Total:		1,605.17						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
CAFR: NON BUDGET SECTION									
Department: PETTY CASH									
Extd: PETTY CASH									
1-01-55-103-000-000	PETTY CASH								
21-00009 1 BORAE	COREY GALLO	C/Y'21-OPEN PETTY CASH FUND.	500.00	R		01/06/21	01/14/21		
21-00010 1 BORDPW	PHILIP NEVILLE	C/Y'21-OPEN PETTY CASH FUND.	200.00	R		01/06/21	01/14/21		
21-00011 1 BORPOL	CHIEF MUSTAFA RABROH	C/Y'21-OPEN PETTY CASH FUND.	400.00	R		01/06/21	01/14/21		
			1,100.00						
		Extd Total: PETTY CASH	1,100.00						
		Department Total: PETTY CASH	1,100.00						
Department: Accounts Payable									
Extd: Accounts Payable									
1-01-55-204-000-000	Accounts Payable								
19-02976 1 MUNEME	MUNICIPAL EMERG.SERVICES, INC	Bullet Proof Vests for SLEO's	2,994.00	R		12/09/19	01/14/21	501436720	
19-02976 2 MUNEME	MUNICIPAL EMERG.SERVICES, INC	PLT012ECRN 5x8 Speed Plate	267.00	R		12/09/19	01/14/21	501436720	
			3,261.00						
		Extd Total: Accounts Payable	3,261.00						
		Department Total: Accounts Payable	3,261.00						
Department: TAX OVERPAYMENTS									
Extd: TAX OVERPAYMENTS									
1-01-55-205-000-000	TAX OVERPAYMENTS								
21-00021 1 PREENARA	PREENA, RAIHAN	TAX OVERPAYMENT REFUND	2,507.58	R		01/06/21	01/14/21		
			2,507.58						
		Extd Total: TAX OVERPAYMENTS	2,507.58						
		Department Total: TAX OVERPAYMENTS	2,507.58						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P.O. Type
Department: BOARD OF ED-PAYABLE									
Ext'd:	BOARD OF ED-PAYABLE								
1-01-55-207-000-000	BOARD OF ED-PAYABLE								
21-00003	1 BERBDO	BERGENFIELD BOARD OF EDUCATION SCHOOL TAXES FOR JANUARY'21.	3,035,730.00	R	01/06/21	01/14/21			
		Ext'd Total: BOARD OF ED-PAYABLE	3,035,730.00						
		Department Total: BOARD OF ED-PAYABLE	3,035,730.00						
		CAFR Total: NOW BUDGET SECTION	3,042,598.58						
		Fund Total: CURRENT FUND	3,454,174.21						
		Year Total:	3,454,174.21						
Fund: GENERAL CAPITAL									
Department: P.F.R.S.									
Ext'd:	ORDINANCE #15-2475								
C-04-15-475-000-222	SECTION 2-20(BUILDINGS AND GROUNDS)								
20-02817	1 FIREWV	FIRST ENVIRONMENT, INC.	460.00	R	03/03/20	01/14/21		40541	C
		Ext'd Total: ORDINANCE #15-2475	460.00						
		Department Total: P.F.R.S.	460.00						
		CAFR Total:	460.00						
Contract No: 20-00034									
Department: P.F.R.S.									
Ext'd:	ORDINANCE #18-2524								
C-04-18-475-000-A01	DPW-AUTOMATED GARBAGE TRUCK AND CANS								
20-07200	1 SANEQU	SANITATION EQUIPMENT CORP.	19,720.00	R	09/29/20	01/15/21		56283	
		Ext'd Total: ORDINANCE #18-2524	19,720.00						
		Department Total: P.F.R.S.	19,720.00						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
Department: ORD. #18-2527 Extd: ORD. #18-2527									
C-04-18-477-000-221	SECTION 2-20 MUNICIPAL BUILDING IMPVTS.								
20-02965 1 TRNJ24	TREASURER-STATE OF NEW JERSEY	SITE REMEDIATION PERMIT FEE	880.00	R	12/31/20	01/14/21		202049160	
	Extd Total: ORD. #18-2527		880.00						
	Department Total: ORD. #18-2527		880.00						
	CAFR Total:		20,600.00						
Department: P.F.R.S. Extd: ORDINANCE #19-2546									
C-04-19-475-000-B01	VARIOUS ROADS, CURBING, SIDEWALK&HANDICAP.								
21-00026 1 AJMCON	A.J.M. CONTRACTORS, INC.	2020 ROAD IMPROVEMENT PROGRAM	280,153.38	R	07/21/20	01/14/21		2	C
	Extd Total: ORDINANCE #19-2546		280,153.38					Contract No: 20-00046	
	Department Total: P.F.R.S.		280,153.38						
	CAFR Total:		280,153.38						
Department: ORDINANCE # 20-2564 Extd: ORDINANCE # 20-2564									
C-04-20-564-000-222	SECTION 2-20 (PARKS)								
20-02850 1 TWASSOC	T&M ASSOCIATES	TWIN BORO FIELD PH. 1	2,235.00	R	04/21/20	01/14/21		WM398097	C
	Extd Total: ORDINANCE # 20-2564		2,235.00						
	Department Total: ORDINANCE # 20-2564		2,235.00						
	CAFR Total:		2,235.00						
	Fund Total: GENERAL CAPITAL		303,448.38						
	Year Total:		303,448.38						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
Fund: ESCROW Department: ESCROW									
E-08-55-280-010-481 20-02716 1 REMVERNI	HORNROCK LLC(ANNEX PL / WESTJOHNSON AVE)	PROF'L SERVICE THRU 05/31/2020	960.00	R	11/24/20	01/14/21		0203I023-12	
E-08-55-280-010-521 20-02669 1 REMVERNI	IZAK CONSTRUCTION CO(8 AVON COURT)	PROF'L SERVICE THRU 5/31/2020	89.00	R	11/19/20	01/14/21		0203I016-4	
E-08-55-280-010-523 20-02718 1 MORTHE	THELMA P MORRIS(80 AMES AVENUE)	RETURN OF ESCROW	2,520.00	R	11/24/20	01/14/21			
E-08-55-280-010-526 20-02669 2 REMVERNI	ELITE DEVELOPERS LLC	PROF'L SERVICE THRU 05/31/2020	89.00	R	11/19/20	01/14/21		0203I014-4	
E-08-55-280-010-543 20-02534 1 SINLYD	LYDIA SINGH LYDIA L. SINGH	RETURN OF ESCROW	2,273.00	R	11/10/20	01/14/21			
E-08-55-280-010-565 20-02669 3 REMVERNI	STEVEN DEL MAESTRO	PROF'L SERVICE THRU 06/30/2020	420.00	R	11/19/20	01/14/21		0203I036-1.R	
E-08-55-280-010-567 20-02710 1 BRIVIEW	LEEN DE WEERD-MOSLEY BRIGHT VIEW ENGINEERING, LLC	PROF'L SERVICE THRU 10/31/2020	950.00	R	11/23/20	01/14/21		208274-1	
E-08-55-280-010-568 20-02668 1 REMVERNI	THE PORADA DEVELOPMENT GROUP, LLC	PROF'L SERVICE THRU 10/31/2020	600.00	R	11/19/20	01/14/21		0203I049-1	
E-08-55-280-010-571 20-02668 2 REMVERNI	ROBERT LUTZ	PROF'L SERVICE THRU 10/31/2020	440.00	R	11/19/20	01/14/21		0203I046-1	
E-08-55-280-010-572 20-02669 4 REMVERNI	ELI FULD	PROF'L SERVICE THRU 05/31/2020	155.00	R	11/19/20	01/14/21		0203I035-2	
E-08-55-280-010-576 20-02710 2 BRIVIEW	BOGOTA REALTY GROUP LLC BRIGHT VIEW ENGINEERING, LLC	PROF'L SERVICE THRU 10/31/2020	2,375.00	R	11/23/20	01/14/21		208255-4	
E-08-55-280-010-580 20-02710 3 BRIVIEW	JESSICA XTONG	PROF'L SERVICE THRU 10/31/2020	1,425.00	R	11/23/20	01/14/21		208264-4	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
E-08-55-280-010-586 20-02668 3 REMVERNI REMINGTON VERNICK& ARANGO ENG.	CHAIM NUNBERG	PROF'L SERVICE THRU 10/31/2020	320.00	R		11/19/20 01/14/21		02031048-1	
E-08-55-280-010-591 20-02710 4 BRIVIEW BRIGHT VIEW ENGINEERING, LLC	34 HIGHGATE TERRACE LLC	PROF'L SERVICE THRU 10/31/2020	1,615.00	R		11/23/20 01/14/21		208273-2	
E-08-55-280-010-592 20-02710 5 BRIVIEW BRIGHT VIEW ENGINEERING, LLC	RAMI GLATT	PROF'L SERVICE THRU 10/31/2020	1,045.00	R		11/23/20 01/14/21		208271-2	
E-08-55-280-010-598 20-02769 1 KAUSEMLE KAUFMAN, SEMERANO & LEIBMAN	KAREN KIRBCHENBAUM	SERVICES RENDERED	715.00	R		12/02/20 01/14/21		225661	
E-08-55-280-010-600 20-02864 1 BRIVIEW BRIGHT VTEW ENGINEERING, LLC	ALLEVA CONSTRUCTION INC	PROF'L SERVICE THRU 12/03/2020	997.50	R		12/15/20 01/14/21		208265-1	
		Extd Total:	16,988.50						
		Department Total: ESCROW	16,988.50						
		CAFR Total:	16,988.50						
		Fund Total: ESCROW	16,988.50						
		Year Total:	16,988.50						
Fund: CURRENT FUND									
Extd: CLEAN COMMUNITIES (State FY 2016)									
G-02-17-000-E00-058 20-02036 1 EARRAT EARTH RATED, INC.	Other Equipment & Supplies	PET WASTE BAGS FOR DOG PARK	140.00	R		09/11/20 01/15/21		41726	
		Extd Total: CLEAN COMMUNITIES (State FY 2016)	140.00						
		Department Total:	140.00						
		CAFR Total:	140.00						
Extd: RECYCLING TONNAGE									
G-02-18-000-000-058 20-02753 2 SCOGRA SCOTT GRAPHICS PRINTING, INC.	Other Equipment & Supplies	2021 PICKUP SCHEDULE CALENDARS	1,111.82	R		12/01/20 01/15/21		15662	
		Extd Total: RECYCLING TONNAGE	1,111.82						
		Department Total:	1,111.82						
		CAFR Total:	1,111.82						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
Extd:	DRUNK DRIVING ENFORCEMENT FUND								
G-02-19-000-M00-058	Other Equipment & Supplies	Certified Wet Bath Simulator	240.00	R	10/01/20	01/14/21		5951153737	
20-02213	1 DRASAF DRAEGER, INC.								
	Extd Total:	DRUNK DRIVING ENFORCEMENT FUND	240.00						
Extd:	NJDOT-N.PROSPECT ROADWAY REHAB								
G-02-19-000-M00-029	Other Contractual Items	FY 2019 N PROSPECT ROAD IMPROV	5,652.15	R	07/21/20	01/14/21			C
20-02726	1 AJMCON A.J.M. CONTRACTORS, INC.						Contract No: 20-00045	2	
	Extd Total:	NJDOT-N.PROSPECT ROADWAY REHAB	5,652.15						
Extd:	RECYCLING TONNAGE								
G-02-19-000-M00-058	Other Equipment & Supplies	2021 PICKUP SCHEDULE CALENDARS	1,253.18	R	12/01/20	01/15/21		15662	
20-02753	3 SCOGRA SCOTT GRAPHICS PRINTING, INC.								
	Extd Total:	RECYCLING TONNAGE	1,253.18						
	Department Total:		7,145.33						
	CAFR Total:		7,145.33						
Extd:	BODY ARMOR GRANT								
G-02-20-000-B00-058	Other Equipment & Supplies	MUNICIPAL EMERG.SERVICES, INC 6 Bullet Proof Vests	4,697.00	R	06/11/20	01/15/21		IN1522451	
20-01343	1 MUNEME								
	Extd Total:	BODY ARMOR GRANT	4,697.00						
	Department Total:		4,697.00						
	CAFR Total:		4,697.00						
	Fund Total:	CURRENT FUND	13,094.15						
	Year Total:		13,094.15						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	P.O. Type
Fund: CAFR: Department: Extd:	OTHER TRUST OTHER TRUST FUNDS OTHER TRUST FUNDS OTHER TRUST FUNDS								
T-09-55-280-000-002	RESERVE FOR FIRE PREVENTION PENALTY								
20-02488 1 GTBM	G.T.B.M., INC	Surface pro 7 15/15/8/128	3,799.96	R		11/02/20 01/14/21		28654	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
20-02488 2 GTBM	G.T.B.M., INC	Surface pro 7 15/15/8/128	493.96	R		11/02/20 01/14/21		28654	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
20-02488 3 GTBM	G.T.B.M., INC	Surface pro 7 15/15/8/128	946.20	R		11/02/20 01/14/21		28654	
	Tracking Id: NJ START	NJ START - STATE CONTRACT							
			5,240.12						
T-09-55-280-000-003	RESERVE FOR CONSTRUCTION CODE - PENALTY								
20-02401 1 INTCOD	INTERNATIONAL CODE COUNCIL, INC	NEW CODE BOOKS	583.44	R		10/26/20 01/14/21		1001254167	
T-09-55-280-000-026	RESERVE STORM RECOVERY(SNOW REMOVAL)								
20-02216 1 MCKMED	MCKESSON MEDICAL-SURGICAL	1120359 Vaccine cooler08 Fridg	789.72	R		10/01/20 01/14/21		17110775	
20-02216 2 MCKMED	MCKESSON MEDICAL-SURGICAL	1120371 Vaccine cooler03 Freez	571.49	R		10/01/20 01/14/21		17111954	
20-02216 3 MCKMED	MCKESSON MEDICAL-SURGICAL	Additional Freight	0.00	R		10/01/20 01/14/21			
20-02445 1 SKTOOL	SANTINO PIRO JR.	(2) IR TEMP GUN (SKIN)	171.98	R		10/29/20 01/14/21		10292075223	
	Tracking Id: COVID 19	COVID-19							
20-02910 1 BERLIB	BERGENFIELD PUBLIC LIBRARY	CARES - REIMBURSEMENT	23,203.12	R		12/22/20 01/14/21			
	Tracking Id: COVID 19	COVID-19							
20-02911 1 BERAMB	BERGENFIELD VOL.AMBULANCE CORP	CARES - REIMBURSEMENT	4,694.90	R		12/22/20 01/14/21			
	Tracking Id: COVID 19	COVID-19							
			29,431.21						
	Extd Total:	OTHER TRUST FUNDS	35,254.77						
	Department Total:	OTHER TRUST FUNDS	35,254.77						
	CAFR Total:	OTHER TRUST FUNDS	35,254.77						
	Fund Total:	OTHER TRUST	35,254.77						



Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
Fund: UNEMPLOYMENT									
Department: RESERVE FOR UNEMPLOYMENT									
Extd: RESERVE FOR UNEMPLOYMENT									
T-18-55-280-000-000	RESERVE FOR UNEMPLOYMENT								
21-00080 1 NJDOL	STATE OF NEW JERSEY DEPARTMENT UNEMPLOYMENT REIMBURSEMENT		10,718.88	R	01/11/21	01/14/21			
		Extd Total: RESERVE FOR UNEMPLOYMENT	10,718.88						
		Department Total: RESERVE FOR UNEMPLOYMENT	10,718.88						
		CAFR Total:	10,718.88						
		Fund Total: UNEMPLOYMENT	10,718.88						
		Year Total:	45,973.65						
Total Charged Lines: 332			Total List Amount: 4,421,173.62	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		0-01	587,494.73	0.00	587,494.73	0.00	0.00	587,494.73
CURRENT FUND		1-01	3,454,174.21	0.00	3,454,174.21	0.00	0.00	3,454,174.21
GENERAL CAPITAL		C-04	303,448.38	0.00	303,448.38	0.00	0.00	303,448.38
ESCROW		E-08	16,988.50	0.00	16,988.50	0.00	0.00	16,988.50
CURRENT FUND		G-02	13,094.15	0.00	13,094.15	0.00	0.00	13,094.15
OTHER TRUST		T-09	35,254.77	0.00	35,254.77	0.00	0.00	35,254.77
UNEMPLOYMENT		T-18	10,718.88	0.00	10,718.88	0.00	0.00	10,718.88
Year Total:			45,973.65	0.00	45,973.65	0.00	0.00	45,973.65
Total of All Funds:			4,421,173.62	0.00	4,421,173.62	0.00	0.00	4,421,173.62

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-035

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, a resolution was adopted appointing John Schettino, Esq. as the Borough Attorney for the year 2021; 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 2021; 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, that the Professional Services Agreement between the Borough and John Schettino, Esq. as Borough Attorney for the year 2021 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.

**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 19, 2021.**

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/2021**

**Resolution #21-035**

**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:**

**1-01-20-155-000-107 Not to Exceed \$ 120,000**

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**Richard Cahill, CFO**

**THIS AGREEMENT** made the            day of January, 2021, 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 5, 2021 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, 2021 and terminating December 31, 2021; 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, 2021 to December 31, 2021 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-Three Thousand, Two Hundred (\$43,200.00) Dollars payable in twelve (12) monthly installments of \$3,600.00 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.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor and 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. The contractor 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. The contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or 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 the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or 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 and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such action are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decision of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 requested by the Div. of Contract  
Compliance & EEO for conducting a compliance investigation  
pursuant to Subchapter 10 of the Administrative Code at  
N.J.A.C. 17:27.

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-036

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Remington & Vernick Engineers as the Borough Engineer for a one-year term expiring on December 31, 2021; 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 2021; and

**WHEREAS**, the Mayor and Council have reviewed the 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 Agreement between the Borough and Remington & Vernick Engineers as Borough Engineer for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution#21-036**

**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:**

**1-01-20-165-000-028                      \$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, 2021, 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, 2021 to December 31, 2021.

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. 21-037

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing T & M Associates as the Special Projects Engineer for a one-year term expiring on December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with T & M Associates as the Special Projects Engineer for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the 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 Agreement between the Borough and T & M Associates as Special Projects Engineer for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution#21-037**

**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:**

**1-01-20-165-000-028                      \$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, 2021, 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, 2021 to December 31, 2021.

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 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 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. 21-038

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Rogut McCarthy LLC as Bond Counsel for a one-year term expiring on December 31, 2021; 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 2021; and

**WHEREAS**, the Mayor and Council have reviewed the 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 Agreement between the Borough and Rogut McCarthy LLC as Bond Counsel for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution #21-038**

**To: Mayor and Council**

**I hereby certify that funds will be appropriated in the 2021 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**

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**Richard Cahill, CFO**

**THIS AGREEMENT** made the            day of January, 2021, 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, 2021 to December 31, 2021.

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.

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**          No. 21-039

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing McCusker Anselmi, Rosen & Carvelli, P.C. as Labor Counsel for a one-year term expiring on December 31, 2021; 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 2021; and

**WHEREAS**, the Mayor and Council have reviewed the 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 Agreement between the Borough and McCusker Anselmi, Rosen & Carvelli, P.C. as Labor Counsel for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution #21-039**

**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 2021**

**Line Item (or Ordinance) to be Charged:**

**1-01-20-155-000-108 Not to Exceed \$ 65,000**

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**Richard Cahill, CFO**



**THIS AGREEMENT** made the            day of JANUARY, 2021, 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 SHAHDANIAN, II, ESQ. of MCCUSKER ANSELM ROSEN CARVELLI**, 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, 2021 to December 31, 2021.

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. 21-040

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Boggia Boggia Betesh & Voytus, LLC as Tax Appeal Attorney for a one-year term expiring on December 31, 2021; 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 Attorney for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the Agreement between the Borough of Bergenfield and the Tax Appeal 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 Agreement between the Borough and Boggia Boggia Betesh & Voytus, LLC as Tax Appeal Attorney for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/2021**

**Resolution #21-040**

**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:**

**1-01-20-155-000-107 Not to Exceed \$ 25,000**

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**Richard Cahill, CFO**

**THIS AGREEMENT** made the                      day of January, 2021, 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., Ridgewood 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, 2021 to December 31, 2021.

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. 21-041

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Gloria Oh, Esq. of the Gloria Oh Law Group, LLC as Tax Appeal Attorney for a one-year term expiring on December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Gloria Oh, Esq. as Tax Appeal Attorney for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the Agreement between the Borough of Bergenfield and the Tax Appeal 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 Agreement between the Borough and Gloria Oh, Esq. of the Gloria Oh Law Group, LLC as Tax Appeal Attorney for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement to Gloria Oh, 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/2021**

**Resolution #21-041**

**To: Mayor and Council**

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

**Purpose: Award of a contract to Gloria Oh, Esq. as Tax Appeal Attorney**

**Line Item (or Ordinance) to be Charged:**

**1-01-20-155-000-107 Not to Exceed \$ 20,000**

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**Richard Cahill, CFO**

**THIS AGREEMENT** made the                      day of January, 2021, 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 **GLORIA OH, ESQ., GLORIA OH LAW GROUP, LLC**, having offices at 120 Sylvan Avenue, Ste. 202, Englewood Cliffs, New Jersey 07632 (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, 2021 to December 31, 2021.

2. The Borough agrees to pay the Attorney an hourly rate of One Hundred Fort (\$140.00) Dollars for all work relating to the defense of the Borough's property tax appeals. 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: 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. 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.

ATTEST

BOROUGH OF BERGENFIELD

\_\_\_\_\_  
MARIE QUINONES  
Borough Clerk

\_\_\_\_\_  
ARVIN AMATORIO, Mayor

WITNESS/ATTEST

GLORIA OH LAW GROUP LLC

\_\_\_\_\_  
GLORIA OH, ESQ.



BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**          No. 21-042

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Lerch, Vinci & Higgins, LLP as the Borough Auditor for a one-year term expiring on December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Lerch, Vinci & Higgins LLP as the Borough Auditor for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the 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 Agreement between the Borough and Lerch, Vinci & Higgins, LLP as Borough Auditor for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution #21-042**

**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:**

**1-01-20-135-000-261**

**Not to Exceed \$75,000**

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**Richard Cahill, CFO**

**THIS AGREEMENT** made the            day of January, 2021, 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 **PAUL LERCH, RMA of 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, 2021 through December 31, 2021 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. 21-043

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Ezio Altamura of GJEM/Otterstedt Insurance Agency, Inc., as the Risk Management Consultant for a one-year term expiring December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Ezio Altamura of GJEM/Otterstedt Insurance Agency, Inc. as the Risk Management Consultant for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the attached Agreement between the Borough of Bergenfield and the Risk Management 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 Agreement between the Borough and Ezio Altamura of GJEM/Otterstedt Insurance Agency, Inc. as Risk Management Consultant for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement to Ezio Altamura of GJEM/Otterstedt Insurance Agency, Inc. 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution #21-043**

**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:**

**1-01-20-150-000-028                      Not to Exceed \$22,000**

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**Richard Cahill, CFO**



**THIS AGREEMENT** made the            day of January, 2021, 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 5, 2021 for a one year term expiring on December 31, 2021; 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, 2021 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. 21-044

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Millennium Strategies LLC as the Grants Consultant for a one-year term expiring December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Millennium Strategies LLC as the Grants Consultant for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the attached Agreement between the Borough of Bergenfield and the Grants 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 Agreement between the Borough and Millennium Strategies LLC as Grants Consultant for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement to Millennium Strategies 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution #21-044**

**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:**

**1-01-20-105-000-028**

**\$39,600**

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**Richard Cahill, CFO**

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

This Agreement is made and entered into this the \_\_\_\_\_ day of January, 2021 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, 2021 through December 31, 2021.

**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 (1<sup>st</sup>) day of each subsequent month and be due and payable by the tenth (10<sup>th</sup>) 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. 21-045

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Associated Appraisal Group as the Borough Appraiser for a one-year term expiring on December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement as the Borough Appraiser for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the attached 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 Agreement between the Borough and Associated Appraisal Group as Borough Appraiser for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

**THIS AGREEMENT** made the            day of January, 2021, 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, 2021 to December 31, 2021.

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. 21-046

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Marc A. Calello, Esq. as the Borough Prosecutor for a one-year term expiring December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Marc A. Calello, Esq. as Borough Prosecutor for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the attached 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 Agreement between the Borough and Marc A. Calello, Esq. as Borough Prosecutor for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/21**

**Resolution #21-046**

**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:**

**1-01-25-275-000-028**

**Not to Exceed \$20,000**

---

**Richard Cahill, CFO**

THIS AGREEMENT made the            day of January, 2021, 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, 2021 to December 31, 2021.

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: 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. 21-047

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Linda H. Schwager, Esq, as Alternate Borough Prosecutor for a one-year term expiring on December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Linda H. Schwager, Esq, as Alternate Borough Prosecutor for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the 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 Agreement between the Borough and Linda H. Schwager, Esq, as Alternate Borough Prosecutor for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

**THIS AGREEMENT** made the                      day of January, 2021, 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, 2021.

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. 21-048

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Robert C. Metzdorf, Esq. as the Borough Public Defender for a one-year term expiring December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Robert C. Metzdorf, Esq. as Borough Public Defender for the year 2021; and

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

**WHEREAS**, this Contract is being awarded pursuant to the non-fair and open process; 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 Agreement between the Borough and Robert C. Metzdorf, Esq. as Borough Public Defender for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement to Robert C. Metzdorf 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk



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

**Date: 1/19/2021**

**Resolution #21-048**

**To: Mayor and Council**

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

**Purpose: Award of a contract to Robert C. Metzdorf, Esq. as the Borough's Public Defender**

**Line Item (or Ordinance) to be Charged:**

**1-01-43-495-000-028 Not to Exceed \$ 2,000**

---

**Richard Cahill, CFO**

**THIS AGREEMENT** made the            day of JANUARY, 2021, 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 **ROBERT C. METZDORF, ESQ.**, having offices at 135 Fort Lee Road, Leonia, New Jersey 07605 (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 5, 2021, the Mayor and Council of the Borough of Bergenfield appointed Robert C. Metzdorf, Esq. as Public Defender for the year 2021; and

**WHEREAS**, the Contract was awarded pursuant to the non-fair and open process whereby the position was publicly advertised prior to the award of the contract including the solicitation and receipt of qualification statements;

**WHEREAS**, both parties hereby agree that the Public Defender shall perform the duties of 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 Public Defender.

2. COMPENSATION. The Borough agrees to pay the Public Defender a rate of One Hundred Fifty (\$150.00) Dollars per hour for his attendance as requested by the Court and/or Borough at Court hearings. 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 Public Defender to render legal services to the Borough for a term commencing January 1, 2021 through December 31, 2021 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 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 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 Public Defender. In this regard, the 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 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 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 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 Public Defender agrees that during the term hereof and for a period of one year after the date Public Defender shall cease performing all services for the Borough (regardless of the term herein), the 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 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 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 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 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 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 Public Defender in all solicitations or advertisements for employees placed by or on behalf of the 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 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 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 Public Defender agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that the Public Defender does not discriminate on the basis of age,

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

The 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 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 Public Defender may only be sued in the State in which the 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 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 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

\_\_\_\_\_  
ROBERT C. METZDORF, ESQ.

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-049

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Steven Sciancalepore, Esq. as the Borough's Alternate Public Defender for a one-year term expiring December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Steven Sciancalepore, Esq. as the Borough's Alternate Public Defender for the year 2021; and

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

**WHEREAS**, this Contract is being awarded pursuant to the non-fair and open process; 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 Agreement between the Borough and Steven Sciancalepore, Esq. as the Borough's Alternate Public Defender for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/2021**

**Resolution #21-049**

**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 Sciancalepore, Esq. as the Borough's Alternate Public Defender**

**Line Item (or Ordinance) to be Charged:**

**1-01-43-495-000-028 Not to Exceed \$ 2,000**

---

**Richard Cahill, CFO**



**THIS AGREEMENT** made the                    day of JANUARY, 2021, 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 5, 2021, the Mayor and Council of the Borough of Bergenfield appointed Steven Sciancalepore, Esq. as Alternate Public Defender for the term January 1, 2021 through December 31, 2021; and

**WHEREAS**, the Contract was awarded pursuant to the non-fair and open process;

**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, 2021 through December 31, 2021 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. 21-050

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, on January 5, 2021, resolution no. 21-030 was adopted appointing Phoenix Advisors LLC for Municipal Advisor Services for the Borough for a one-year term expiring on December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Phoenix Advisors LLC for Municipal Advisor Services for the year 2021; and

**WHEREAS**, the Mayor and Council have reviewed the attached Agreement between the Borough of Bergenfield and Phoenix Advisors LLC 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 Agreement between the Borough and Phoenix Advisors LLC for Municipal Advisor Services for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that Richard Cahill, Chief Financial Officer, is hereby authorized and directed to execute the 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 together with a copy of the Agreement to Phoenix Advisors 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/2021**

**Resolution #21-050**

**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 2021**

**Line Item (or Ordinance) to be Charged:**

**1-01-20-130-000-028      \$ 1,050**

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

---

**Richard Cahill, CFO**



December 28, 2020

Richard Cahill, Chief Financial Officer  
Bergenfield Borough  
198 North Washington Avenue  
Bergenfield, NJ 07621

Dear Mr. Cahill,

Thank you for allowing Phoenix Advisors to serve as your Continuing Disclosure Agent and Independent Registered Municipal Advisor ("IRMA"). By selecting Phoenix Advisors, you recognize the importance of sound financial practices. You can be assured of your compliance with your Secondary Market disclosure requirements and have us on-hand as your resource for any finance-related needs.

Our 2021 Agreement and crucial information concerning requirements imposed by the Securities & Exchange Commission, which requires posting to EMMA an Event Notice anytime you incur a new financial obligation, if material, is included here. Please read this carefully and call us if you have any questions.

To ensure uninterrupted service, please return an executed copy of the Agreement as soon as possible. We are pleased to report that we are holding our Disclosure Agent fees at last year's level. We will invoice all costs of our service, base, and activity-related fees at yearend.

The process of monitoring, collecting, assembling, recording, and filing your documents and Event Notices is detailed and complicated. But it is one at which Phoenix Advisors is expert. You honor us, Phoenix Advisors, by entrusting this to us.

Very Truly Yours,

  
David Thompson, CEO





## **What Phoenix Advisors Will Do for You**

Because we want you to be compliant, Phoenix Advisors is proactive in providing your information to the marketplace. Our proactive approach distinguishes us from others offering similar services. The language included in the new SEC Event requirements speaks to "material" obligations. However, as we all saw in 2014 during the SEC's MCDC Initiative, the SEC would not opine on what was, or was not, "material." Without a definition of "material" from the SEC, the market has insisted on full and complete disclosure. Our approach will be to post an Event notice on all financial obligations undertaken by our clients who have had a triggering event unless you confirm that the obligation is not material.

## **What We Must Do Together**

If we are working on a transaction with you as your Municipal Advisor, we will post the relevant and required details to EMMA on a timely basis.

However, if we are not serving as your Municipal Advisor on a transaction, the onus will fall on you to inform us of any borrowing or financial obligation undertaken. Many of the kinds of financial obligations covered by the new SEC regulations are not knowable to us without your cooperation, especially within the stipulated timeframe. If you are to remain in compliance, it will be up to you to loop us in.

Phoenix Advisors will endeavor to help you maintain full compliance with all your current and future Secondary Market Agreements. The SEC Disclosure Events are burdensome, but with your cooperation, we can meet the challenge.

As a result of the added work required by the changes to Rule 15c2-12 there was a modest fee increase in 2019 for the added work needed to track, monitor, and post documents. We are pleased to hold our fees steady in 2021; in light of the budgetary impact of the COVID Pandemic, we are again holding the line on our fees. If you have questions or need more information, please call **609.291.0130** to speak with one of our Disclosure experts.



**2021  
AGREEMENT  
for  
CONTINUING DISCLOSURE and  
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

**THIS AGREEMENT**, valid for the calendar year noted above, (the "Agreement") by and between Bergenfield Borough, 198 North Washington Avenue, Bergenfield, NJ 07621 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

**WITNESSETH:**

**WHEREAS**, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") in connection with one or more bond issuances to provide specific financial and other information and notices, within specified timeframes, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

**WHEREAS**, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

**WHEREAS**, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

**WHEREAS**, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to be its Independent Registered Municipal Advisor ("IRMA") and to offer such municipal advisory services as may be requested until the expiration of this Agreement, as defined in Section 4 herein; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:



## Section 1 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs and as specified under the Rule, including any required posting of any material event ("Event") notices.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
  - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule, unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
  - i. **Codify Issues That Are Subject to Continuing Disclosure**  
To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
  - ii. **Security Set-up**  
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security set-up applies our database functionality to your issues.
  - iii. **Review Data contained in Official Statements**  
The Disclosure Agent will review the Issuer's Official Statements for information concerning disclosure obligations and discuss the filing or reporting obligations with the Issuer. Our review will include other financial obligations undertaken of which we are made aware.
  - iv. **Monitor, React, and Meet Filing Deadlines**  
The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary



documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

v. **File Financial and Operating Data to Meet Your Obligations**

In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the Issuer and other of the Issuer's retained professionals.

vi. **File Documents Uniformly, Accurately, and Promptly**

EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.

The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.

vii. **Confirm Filings to Client Promptly**

The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.

viii. **Coordinate and Submit Voluntary Information**

Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.



ix. **Monitor Need for Material Events and Timely Filing of Notices**

There is a significant list of items that regulators deem to be Events, whose incurrence requires a notice to be posted within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.

x. **Actively Monitor Issuer Rating Changes**

Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.

xi. **Monitor Bond Insurer and Program Rating Changes**

If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.

xii. **Provide a Comprehensive Report Each Fiscal Year**

We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.

xiii. **Acceptance of Annual Report**

The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure Agent within ten (10) business days any error, discrepancy, omission, or concern relating to the Annual Report's accuracy or completeness.

We, the Issuer, and Phoenix Advisors agree that after ten (10) business days, without notice from the Issuer, the Annual Report is accepted



by the Issuer is accurate and complete.

## **Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION**

- I. The Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, as set forth below:
  - i. \$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
  - ii. \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
  - iii. \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
  - iv. All fees are accumulated and invoiced toward the end of the relevant year.

## **Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR**

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning municipal securities issuance be licensed and regulated by the SEC and the MSRB to provide any such advice.
  - i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
  - ii. Phoenix Advisors professionals are Series 50 licensed and, as appropriate, a Series 54 license. Importantly, all licensees are subject to a continuing education protocol.
  - iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.



- II. There is no separate fee, financial cost, or obligation concerning the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer as-requested.
  - iv. The Issuer, through the designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
  - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases, or bank loans the Issuer may embark.
- III. When, and if, the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, then a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgment.

#### **Section 4 – AGREEMENT TERM AND CONDITIONS**

- I. Phoenix Advisors nor any individual representing Phoenix Advisors possess any authority concerning any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be governed by the laws of the State of New Jersey.



**IN WITNESS WHEREOF**, The Issuer and Phoenix Advisors have caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

**BERGENFIELD BOROUGH**

By: \_\_\_\_\_

**PHOENIX ADVISORS, LLC**

By:  \_\_\_\_\_  
David B. Thompson, Chief Executive Officer





## SCOPE OF SERVICES – DEBT ISSUANCE

To assure that you have a complete understanding of an entire transaction Phoenix Advisors, LLC (the "Municipal Advisor"), is active at each juncture of your transactions to personally and professionally guide you and respond to your concerns and questions. Below is an outline of services that may be provided during the financing process. This outline is not finite – we expect to do those things necessary and appropriate to bring your transaction to a successful conclusion.

### I. Plan Strategy and Structure

The Municipal Advisor will research and analyze your outstanding debt to craft a financing solution that satisfies your needs now and into the future. Among the services that are provided to achieve these goals are:

- a. Identify and analyze
  - i. Review relevant financing structures, options and concepts.
  - ii. Make recommendations to you based upon cost-benefit and market analysis.
- b. Develop and put forward a sound plan of finance.
  - i. Construct analyses.
  - ii. Make recommendations concerning maturity structure, credit enhancement, early redemption features, and more.
  - iii. Address existing financial strengths, weaknesses, and growth patterns.

### II. Coordinate the Financing Process

The Municipal Advisor coordinates the many steps of your transaction adding organization and capability to the financing process. The Municipal Advisor will:

- a. Establish a Timetable that outlines key events, dates and responsibilities and maintain a contact list of transaction participants.
- b. Coordinate the financing by, as appropriate, scheduling meetings, assigning work product responsibility, and communicating with finance team members.
- c. Assist in obtaining the approval of oversight entities, if needed, by making appropriate application and clear and concise presentations.
- d. Provide practical business, not legal, advice as to critical components and appropriate language of financing documents to aid in their completion and market acceptance.
- e. Assist in preparation of the offering document, i.e. the Official Statement
- f. Ensure that the current needs and requirements of investors, insurers, and bidders are met by the contents of the document.
- g. Develop a rating agency strategy and prepare a comprehensive rating presentation to obtain a rating that best reflects your overall financial position.
- h. Evaluate and recommend required or value-added third-party services and products.



### III. Execute the Plan

When your transaction is ready for sale, whether competitive or negotiated, your Municipal Advisor take many valuable steps the goal of which is to achieve the appropriate interest cost and successful closing. Among these steps are:

- a. Provide statistics and points of reference
  - i. Gauge the overall market climate.
  - ii. Monitor the market
  - iii. Provide a recommendation for timing of your sale
  - iv. Work to schedule your debt offering under the most advantageous market conditions available.
- b. Present information to potential investors and bidding underwriters
  - i. Alert them of your debt offering and its characteristics.
  - ii. As appropriate, coordinate and conduct to present the financing to investors.
  - iii. Act to bolster demand in the market.
- c. Assemble valuable statistics and comparisons proximate to your sale
  - i. Assist in evaluating the interest rates received
  - ii. Assure understanding of recommendations made concerning the sale.
- d. Be active in your sale
  - i. Coordinate day of sale activities
  - ii. Providing real-time translation of events during competitive bid submission.
  - iii. In negotiated transactions, have active dialogue with underwriters during the interest setting process in juxtaposition to their interests to guard yours.
- e. After the sale
  - i. Coordinate and monitor details of your closing.
  - ii. Prepare memorandum directing the movement of funds.
- f. If requested, provide information about the effective investment of the transaction's proceeds. The Municipal Advisor can serve as your agent in obtaining investments



designed to match your need for funds. In either capacity, the Municipal Advisor will not act as an investment manager.

#### IV. Follow-Up Reporting and Analyses

Our relationship with you is an ongoing process, not just a single transaction. As Municipal Advisor we stay by your side after closing. We will:

- a. Provide a permanent laminated debt service schedule, a clear presentation of your debt service requirements to be used during budget preparation and on debt service payment dates.
- b. Create reports and analysis summarizing your transaction suitable to share, as you may choose, with others.
- c. Monitor current debt for the opportunity to save through a refinancing.
- d. Alert you of a drop-off in debt service allowing you to layer in new debt.
- e. Review financing proposals presented to you.
- f. Regularly provide updates on the economy.
- g. Always be available to consult with you concerning any questions that arise.

#### **SCOPE OF SERVICES - CONTINUING DISCLOSURE**

Phoenix Advisors, LLC (the "Disclosure Agent") will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under Rule 15c2-12 (the "Rule"), including the required filing of certain events requiring an event notice ("Event Notice(s)").

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success in assisting the Issuer to maintain compliance with its CDAs and requirements of the Rule.

#### I. Issuer's Responsibilities

- a. Make all documents required to be filed under its CDAs available, if available, to the Disclosure Agent at least 48 hours prior to the deadline in their CDAs.
- b. Notify the Disclosure Agent, within 10 calendar days, of the occurrence of any event requiring the filing of an Event Notice under the Rule or its CDAs of such event. The events requiring such notification are:
  - i. Principal and interest payment delinquencies;
  - ii. Non-payment related defaults, if material;
  - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - v. Substitution of credit or liquidity providers, or their failure to perform;
  - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
  - vii. Modifications to rights of security holders, if material;



- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

## II. Disclosure Agent's Services

### a. Codify Issues That Are Subject to Continuing Disclosure

- i. Disclosure Agent when initially engaged will obtain and examine the Issuer's Official Statements relating to its outstanding bond issues to research the requirements found in the CDAs.
- ii. Review the Issuer's financial statements for information concerning debt and lease obligations and other relevant obligations.
- iii. Discuss with the Issuer its filing and or reporting obligations.

### b. Security Set-up

- i. Enter into our proprietary database details of each outstanding bond issue and financial obligation with filing requirements.
- ii. All database functions will be applied to each outstanding bond issue and financial obligation with filing requirements.
- iii. An initial Required Filing Report will be provided to the Issuer to review and confirm for accuracy.
- iv. On an ongoing basis, enter into our database new issues and obligations of which we are made aware by the Issuer.

### c. Monitor, React, and Meet Filing Deadlines

- i. Actively monitor the Issuers unique deadlines to ensure timely filing of required documents.



- ii. The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites.
  - iii. Our database will produce messages to alert the Issuer sufficiently in advance of approaching filing deadlines of documents required to satisfy filing obligations.
  - iv. The Disclosure Agent will follow up telephonically with the Issuer regarding missing documents.
- d. File Financial and Operating Data to Meet Your Obligations
  - i. File Operating Data in addition to filing Audited Financial information.
  - ii. The Disclosure Agent will work with the Issuer to assure that Operating Data filed meets the requirements of the Issuers CDAs.
  - iii. If this process requires collaboration with other of the Issuer's retained professionals any fees of those professionals are solely the responsibility of the Issuer.
- e. Confirm Filings to Client
  - i. MSRB provides submission confirmations for all disclosure filings made on EMMA. These are forwarded electronically to the Issuer.
  - ii. It is the responsibility of the Issuer to review for accuracy and completeness and retain copies of submission confirmations in its files.
  - iii. The Disclosure Agent records EMMA filings in its database.
- f. File Documents Uniformly, Accurately, and Promptly
  - i. The Disclosure Agent uses consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology of data.
  - ii. Filings are associated with the appropriate CUSIP numbers on EMMA.
  - iii. The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt.
- g. Coordinate and Submit Voluntary Information
  - i. The Disclosure Agent will in concert with the Issuer identify relevant documents not required to be filed under the Issuer's CDAs and file them as voluntary submissions on EMMA.
  - ii. These may include, among others: budgets, debt statements, and unaudited financials.
- h. Material Events and Timely Filing of Notices.
  - i. The Rule requires the Issuer to file on EMMA certain Event Notices on EMMA of events delineated in the Rule. It is the Issuer's responsibility to make the Disclosure Agent aware of the of any such event within ten (10) calendar days of the event.
  - ii. The occurrence of an event may not be apparent to the Disclosure Agent. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable event.



- i. Issuer Rating Changes
  - i. Rating changes are events which require notice to be filed on EMMA.
  - ii. Proactively, the Disclosure Agent s monitors rating agency news and web sites for rating changes that affect the Issuer and the appropriate Event Notices are filed on EMMA.
  - iii. Issuers are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Issuer to notify the Disclosure Agent when it is so notified by the rating agencies.
- j. Monitor Bond Insurer and Program Rating Changes
  - i. If a municipal bond carries bond insurance or is supported by a state program, e.g., a school bond enhancement program, a rating change applied to such insurer or program requires an Event Notice be filed for all bonds that are supported by that insurance or program.
  - ii. These types of rating changes are monitored by the Disclosure Agent to determine which, if any, of our clients' bonds are affected based on the original offering documents, and the appropriate Event Notices are filed. It is also incumbent upon the Issuer to notify the Disclosure Agent of such rating changes.
- k. Provide a Comprehensive Report of Filings
  - i. The Disclosure Agent prepares a continuing disclosure report ("CD Report") each year that shows every issue on which there is a continuing disclosure obligation, every required filing, and every Event Notice filed on the Issuer's behalf during the year.
  - ii. The CD Report recaps a five (5) year history of the Issuer's filings.
  - iii. The CD Report is separate from the filing confirmation sent to the Issuer when each filing is made by the Disclosure Agent on EMMA.
  - iv. The Issuer must carefully review said CD Report and relay to the Disclosure within ten (10) calendar days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the CD Report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Issuer, the CD Report is accepted by the Issuer as accurate and complete.
  - v. Prior to the publication of an offering document relating to municipal securities, the Disclosure Agent, if made aware of such offering, will prepare an interim CD Report, for the Issuer to review and acknowledge as complete and accurate.
  - vi. Such CD Report will provide the basis for certain disclosures in the offering document. The Disclosure Agent, bond counsel and other interested parties are entitled to rely on such acknowledgement.
  - vii. An accurate record relating to the 5-year timeframe is important to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-051

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, the Borough of Bergenfield wishes to enter into an Agreement with TYCO Animal Control Services in order to provide animal control services and promote the health and welfare of the Borough; and

**WHEREAS**, the term of the Service Agreement shall for a term of one year commencing January 1, 2021 through December 31, 2021 with two (2) one year options to renew at an annual cost of \$35,000.00 to be paid by the Borough in monthly installments of \$2,916.66; and

**WHEREAS**, the Borough Administrator and Borough Attorney have reviewed the Service Agreement and recommend that the contract be awarded to TYCO Animal Control Services in the amount of \$35,000.00 to be paid in monthly installments of \$2,916.66 for the term January 1, 2021 through December 31, 2021; and

**WHEREAS**, it has been determined that the Borough of Bergenfield has adequate funding to award the contract for animal control services to TYCO Animal Control Services; and

**WHEREAS**, the Chief Financial Officer of the Borough has certified that funds are available for the award of this Contract; said certification is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Borough Attorney has prepared a contract agreement between the Borough and TYCO Animal Control Services, a copy of which is attached hereto and incorporated herein by reference.

**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 approves of the Contract Agreement and Service Agreement attached hereto and incorporated herein by reference between the Borough of Bergenfield and TYCO Animal Control Services commencing January 1, 2021 through December 31, 2021 with two (2) one year options to renew at an annual cost of \$35,000.00 to be paid by the Borough in monthly installments of \$2,916.66; and

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized and directed to execute the Contract Agreement and Service Agreement between the Borough and TYCO Animal Control Services attached hereto and incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, that the Borough Administrator is hereby authorized and directed to forward a copy of this Resolution together with the Contract Agreement and Service Agreement immediately upon its passage to TYCO Animal Control Services

**CERTIFICATION OF FUNDS**

**I hereby certify to the availability of funds in the amount of \$35,000.00 in the following account numbers for the amount of this proposal:**

**1-01-27-330-000-025      \$35,000.00**

---

**Rich 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 19, 2021.**

**SEAL**

---

**Borough Clerk**



**TYCO ANIMAL CONTROL SERVICE**  
***Dependable Professional Animal Control,***  
***We are always there when you need us!***

*1 Stout Lane*  
*Ho-Ho-Kus NJ 07423*  
*Phone 201-652-4554*

***Contract of Services for Borough of Bergenfield***

Contact: Carol A. Tyler  
Licensed Animal Control Officer

This is a contract between the Borough of Bergenfield and Tyco Animal Control for Animal Control / Animal Cruelty services for the sum of \$35,000.00 per year. This amount is to be paid in monthly installments of \$2,916.66. This contract is to begin January 1, 2021 and will remain in effect through December 31, 2021. Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 pm inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

**SERVICES TO BE PROVIDED:**

1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00 pm and 8:00am Monday through Thursday and from 7:00 pm Friday to 8:00am Monday. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property and additional fee of \$60.00 trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner.
8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 pm for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The Borough Administrator or Borough Clerk will designate a location in the Borough for the disposal of the deceased animals picked up by the animal control officer.

9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Any Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the township.
10. Geese patrols and harassment of Bergenfield's Parks Department property with trained dogs and noise makers.
11. The township shall provide a list of all licensed animals. Tyco will assist the Borough clerk with license follow-up, including issuing summons when needed.
12. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.
13. Rabies suspect specimens will be prepared at no additional cost, and transported to the Newark State Health Office when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
14. If Tyco must intercede in an emergent situation that causes Tyco to take in and house an unusual number of animals (more than 14), or a circumstance that causes Tyco to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon at the onset of the particular circumstance.
15. Either Party may terminate this contract for any reason upon 30 days' written notice to the non-terminating or other party.

\_\_\_\_\_  
Borough of Bergenfield

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tyco Animal Control Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

-End-

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-052

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, the Borough of Bergenfield seeks to advertise a Request for Qualifications for a Zoning Board Attorney and Engineer; and

**WHEREAS**, a Request for Qualifications has been prepared with an due date of February 17, 2021; and

**WHEREAS**, the Borough Attorney has reviewed the Request for Qualifications for a Zoning Board Attorney and Engineer, attached hereto and incorporated herein by reference and approves 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 Request for Qualifications for a Zoning Board Attorney and Engineer, 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 Clerk be and she is hereby authorized and directed to advertise the Request for Qualifications for a Zoning Board Attorney and Engineer with a deadline due date of February 15, 2021; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be kept on file in the Office of the Clerk.

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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-053

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, Burgis & Associates has submitted the 2020 Housing Element and Fair Share Plan dated June 9, 2020 to the Borough of Bergenfield Planning Board; and

**WHEREAS**, the 2020 Housing Element and Fair Share Plan prepared by Burgis & Associated dated June 9, 2020 and adopted on December 21, 2020, a copy of which is attached hereto and incorporated herein by reference, sets forth the Borough's affordable housing obligations for the purposes of entering into a settlement agreement with the Fair Share Housing Center; and

**WHEREAS**, the Borough Administrator and Borough Attorney have reviewed the 2020 Housing Element and Fair Share Plan attached hereto and incorporated herein by reference, and recommend the approval of same.

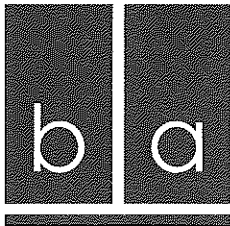
**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey, that the 2020 Housing Element and Fair Share Plan prepared by Burgis & Associates attached hereto and incorporated herein by reference, be and is hereby approved; and

**BE IT FURTHER RESOLVED**, that the Borough Clerk be and is hereby authorized and directed to forward a copy of this resolution to the Bergenfield Planning Board and Burgis & 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk



B U R G I S  
A S S O C I A T E S , I N C .

Community Planning  
Land Development and Design  
Landscape Architecture

Principals:  
*Joseph H. Burgis PP, AICP*  
*Edward Snieckus, Jr. PP, LLA, ASLA*

## 2020 HOUSING ELEMENT AND FAIR SHARE PLAN

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

PREPARED FOR:

BOROUGH OF BERGENFIELD PLANNING BOARD  
BA# 3484.00

June 9, 2020  
Adopted December 21, 2020

## 2020 HOUSING ELEMENT AND FAIR SHARE PLAN

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

PREPARED FOR:

BOROUGH OF BERGENFIELD PLANNING BOARD  
BA# 3484.00

The original document was appropriately signed and sealed on June 9, 2020 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

---

Steven M. Lydon, P.P., AICP  
Professional Planner #3972

## MEMBERS OF THE BOROUGH OF BERGENFIELD PLANNING BOARD

Robert Rivas, Chairperson  
Arvin Amatorio, Mayor  
Thomas Lodato, Councilperson  
Gerry Naylis  
Ernesto Acosta  
Jerald Berger  
Mike Knowles  
Benedict Cabrera  
Romeo I. Abenoja  
Miguel Vasquez  
Greg Polandick

**Planning Board Clerk**  
Hilda Tavitian

**Planning Board Attorney**  
Ronald Mondello, Esq.

**Borough Engineer**  
Joseph Pomante, P.E.  
Boswell Engineering Associates, Inc.

**Borough Affordable Housing Consultant**  
Joseph H. Burgis, P.P., A.I.C.P.  
Burgis Associates, Inc.

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## INTRODUCTION

### Historic Overview of the Courts and COAH

In 1975 the New Jersey Supreme Court decided, in So. Burlington Cty. NAACP v. Borough of Mount Laurel (Mount Laurel I), that every developing municipality in the state had an affirmative obligation to provide for its fair share of affordable housing. In a subsequent decision in 1983 (Mount Laurel II), the Court acknowledged that the vast majority of municipalities in the state had ignored their constitutional obligation. The Court refined in that decision the constitutional obligation to focus the obligation primarily on those municipalities that have portions of their boundaries within the growth area as shown on the State Development and Redevelopment Plan, and also called for the state legislature to enact legislation that would save municipalities from the burden of having the courts determine their affordable housing needs. The result was the adoption of the Fair Housing Act in 1985 and the establishment of the New Jersey Council on Affordable Housing (COAH), the State agency responsible for overseeing the manner in which the State's municipalities address their low- and moderate-income housing needs.

COAH proceeded to adopt regulations for the First Round obligation covering the years 1987 to 1993, and established Second Round housing-need numbers that cumulatively covered the years 1987 through 1999. Under both the first and second housing rounds COAH utilized what is commonly referred to a "fair share" methodology.

COAH utilized a different methodology, called "growth share" beginning with their efforts to prepare Third Round housing-need numbers. Their first adopted Third Round substantive and procedural rules occurred in 2004. These regulations were challenged and in January 2007 the Appellate Division invalidated various aspects of the regulations and remanded considerable portions of the rules to COAH with the directive to adopt revise rules.

In May 2008 COAH adopted revised Third Round regulations and published them on June 2, 2008, thereby having them become effective. Coincident to this adoption, COAH proposed amendments to the rules it just adopted, and they went into effect in October 2008.

The rules and regulations adopted in 2008 were challenged, and in an October 2010 decision the Appellate Division invalidated the growth share methodology and indicated that COAH should adopt regulations pursuant to the fair share methodology utilized in Rounds One and Two.

The Supreme Court affirmed this decision in September 2013, invalidating the third iteration of the Third Round regulations, sustaining the invalidation of growth share, and directing COAH to adopt new regulations pursuant to the methodology utilized in Rounds One and Two.

COAH failed in October 2014 to adopt their newly revised Third Round regulations, deadlocking with a 3-3- vote. The Fair Share Housing Center, who was a party in both the 2010 and 2013 cases, responded by filing a motion in aid of litigant's rights with the New Jersey Supreme Court. The Court heard the motion in January 2015 and, on March 10, 2015 issued their ruling. The Court ruled that COAH was effectively dysfunctional, and consequently, returned jurisdiction of affordable housing issues back to the trial courts where it had been prior to the creation of COAH in 1986.

The Court decision created a process whereby municipalities, like Bergenfield, could file a Declaratory Judgment action with the Court. Those municipalities determined to be participating could be granted temporary immunity against the filing of "builder's remedy" style lawsuits while the Courts established fair share obligations and municipalities prepared new plans designed to affirmatively address their local housing need as may be adjusted by new affordable housing obligations promulgated by the Court, COAH or some other body.

The Borough of Bergenfield chose to participate in this newly sanctioned legal process by filing a Declaratory Judgement action in Superior Court on or about July 8, 2015. The Honorable Menelaos W. Toskos, J.S.C. was originally assigned to Bergenfield's case. Upon the retirement of Judge Toskos, the Honorable Gregg A. Padovano, J.S.C. was assigned Bergenfield's Declaratory Judgement case.

After a series of negotiations and case management conferences with the Court appointed Special Master and Fair Share Housing Center, the parties entered into a Settlement Agreement. The approved Settlement Agreement creates a template for the preparation of this Housing Element and Fair Share Plan. Perhaps the Settlement Agreement greatest contribution to the resolution of Bergenfield's Third Round housing plan is the quantification of Bergenfield's affordable housing obligation. This obligation will be discussed in greater detail in subsequent sections of the HE&FSP.

### The Third Round Affordable Housing Obligation and the Borough's Response

The state of the Third Round affordable housing obligations for municipalities throughout New Jersey at present remains a fluid one, given the fact that neither the Courts, COAH, nor the legislature has established a definitive set of housing-need numbers that has been universally accepted. Initially, two sets of numbers were promulgated and widely discussed, inclusive of numbers in COAH's proposed 2014 regulations prepared by Dr. Robert Burchell of Rutgers University, and numbers prepared by David Kinsey, P.P., A.I.C.P. in April 2015 on behalf of Fair Share Housing Center. Their statewide numbers varied dramatically, with Dr. Burchell estimating the need for approximately 52,000 affordable housing units statewide, and Mr. Kinsey estimating the need for approximately 201,000 affordable housing units statewide.

In June 2015, the Borough of Bergenfield, along with roughly 270 other New Jersey municipalities,

entered into a Shared Services Agreement ("SSA") to retain Rutgers University so that Dr. Burchell could prepare an expert report containing updated fair share calculations for all municipalities, which contract required Rutgers to submit the report by September 30, 2015. Before Dr. Burchell finalized a draft of his report, he suffered a stroke and, on September 11, 2015, Rutgers University, referencing this health crisis, terminated the contract with the municipalities in the SSA.

In an effort to address this unforeseen problem, the consortium of municipalities then entered into a contract with Econsult Solutions, Inc. ("Econsult") to prepare a second report – the "Solutions Report" – which would calculate fair share obligations for all of the municipalities in the state.

Despite the passage of time and the numerous reports filed by the two experts, the overall status has remained unchanged, statewide there is great disagreement as to the number of affordable housing units needed during the current housing cycle which will terminate in 2025. Significantly, the Econsult numbers reflect the fact that Bergenfield contains minimal developable land, whereas Kinsey's numbers do not apparently acknowledge this fact.

Notwithstanding this uncertainty, it is in the best interest of Bergenfield to avoid further litigation and achieve a comprehensive settlement of its affordable housing obligation spanning the years 1987-2025, including the Gap Period Present Need, a measure of households formed from 1999-2015 that need affordable housing. It is recognized that these affordable housing figures may be adjusted in the future and such adjustment may necessitate future revision to this plan.

For the purposes of entering into a Settlement Agreement, Bergenfield has agreed to the following affordable housing obligations:

Rehabilitation Obligation:	<b>129 units</b>
Prior Round (1987-1999) Obligation:	<b>87 units</b>
Third Round (1999-2025) Obligation:	<b><u>140 units</u></b>
Total Affordable Housing Obligation:	<b>356 units.</b>

Bergenfield is a mostly developed community in a densely developed portion of Bergen County. The HE&FSP set forth herein includes the preparation of an assessment of vacant land in the Borough pursuant to the prescribed vacant land adjustment ("VLA") process and realistic development potential ("RDP"), to determine the Borough's RDP and adjusted affordable housing obligation. The analysis reveals when environmental constraints and parcels smaller than the minimum size are eliminated, the developable number of acres (i.e. excluding vacant acreage encumbered by small size, wetlands, steep slopes, and floodplain delineations) in the community is reduced to zero acres.

The requirement to produce affordable housing is a constitutional one. In communities like Bergenfield, where vacant, unencumbered land is extremely scarce, the search to identify potential sites suitable for the construction of affordable housing must be expanded to include developed

sites with the potential to redevelop and provide affordable housing. Bergenfield's expanded VLA process resulted in the identification of two (2) developed properties which may, if suitable zoning provisions are adopted offer the potential of producing affordable housing. These developed sites include the Foster Village Shopping Center and 51 East Main Street.

To the expanded VLA analysis, the Borough included a property that previously generated affordable housing as a result of a prior Settlement Agreement which resolved an earlier affordable housing lawsuit.

The Borough proposes to address its 18-unit RDP obligation through new construction, application of COAH worthy credits from the constructed Landmark Equities development and the application of bonus credits. Bergenfield will be able to claim credit for five (5) bonus credits.

Bergenfield's new construction obligation has been established at 227 affordable units. The Borough has an Unmet Need obligation of 208 units. Bergenfield will use a number of approaches to address this obligation, including adoption of overlay zoning on certain select commercial zones. The advantage of addressing affordable housing through the use of overlay zoning is the preservation of the underlying zone and the maintenance of existing uses as permitted uses while encouraging the production of affordable housing.

These above noted plan components are detailed in the body of this HE&FSP. Additionally, the vacant land adjustment and realistic development potential calculations are set forth in the body of this report.

The plan is organized into three sections. The first part of this plan, the Housing Element, contains background data on the Borough's population and housing characteristics. The second section describes the Borough's obligation for the provision of affordable housing. The Borough's plan for meeting its affordable housing obligation is contained in the final section, Fair Share Plan. Ancillary aspects of the plan, such as the draft affordable marking plan, draft Spending Plan and draft affordable housing ordinance and a draft ordinance requiring all new residential developments containing 5 or more units to reserve 20% of the total development as COAH credit worthy affordable housing if offered as for-sale units; 15% if rentals are included as appendixes to the HE&FSP. As noted above, the process being followed is fluid and unsettled, and as the Courts respond to the many unresolved issues they need to address, it is recognized that this plan may require future adjustment.

As described earlier in the HE&FSP, the state of affordable housing obligations remains dynamic as a definitive set of affordable housing need numbers has not been established. This plan is being prepared and implementation steps are being taken so Bergenfield will maintain its immunity from builder's remedy style lawsuits. It is specifically noted in the Settlement Agreement and now in this

HE&FSP that Bergenfield does not accept the basis of the methodology or calculations proffered by David N. Kinsey, PhD, P.P, F.A.I.C.P. and relied upon by Fair Share Housing Center.

If, at any time while this HE&FSP continues to be in effect, a binding legal determination by the Legislature, the Executive branch or the Judiciary established Bergenfield's affordable housing obligation for the 1999-2025-time period is less than established herein by this HE&FSP, Bergenfield reserves unto itself the right to amend and revise this HE&FSP. In addition, if said determination is made after affordable housing units are constructed, Bergenfield reserves unto itself the right to apply any and all "excess" Third Round credits to upcoming affordable housing cycles.

## SECTION I: HOUSING ELEMENT

### A. COMMUNITY OVERVIEW

The Borough of Bergenfield occupies an area of 2.9 square miles in the central eastern portion of Bergen County. It is bordered by to the north by Dumont, Tenafly to the east, Teaneck is to the south. New Milford is to the west of Bergenfield. In addition, Bergenfield has a very short border with Cresskill on the east and shares a very short portion of its southern boundary with Englewood.

Bergenfield is predominantly a residential community. This is best illustrated by reviewing the number of property parcels in Bergenfield and noting how many are developed residentially. As displayed in Table 1 below, in 2017 there were 7,286 parcels in the Borough. Of this total, 6,875 were classified as residential, with an additional 48 parcels developed with apartments. As indicated in Table 4, just under 70% of the Borough's housing stock is comprised of one and two-family dwellings. The second largest land use classification after residential was commercial, with 276 properties so classified.

**Table 1: Existing Land Use  
Bergenfield, New Jersey**

Use	# of Parcels	Value
Vacant Land	44	\$7,257,700
Residential	6,875	\$2,218,874,700
Commercial	276	\$267,250,300
Industrial	48	\$42,302,100
Apartment	43	\$114,531,300
TOTAL	7,286	\$2,650,216,100

Source: NJDCA Division of Local Government Services, 2017 figures and values

Insert Bergenfield Map Here



## A. INVENTORY OF MUNICIPAL HOUSING STOCK

This section of the Housing Element provides an inventory of the Borough's housing stock, as required by the Municipal Land Use Law. The inventory details housing characteristics such as age, condition, purchase/rental value, and occupancy. It also details the number of affordable units available to low- and moderate-income households and the number of substandard housing units capable of being rehabilitated.

1. Number of Dwelling Units. As shown in the table below, the Borough's housing stock grew by 394 housing units during the 36 years between 1980 and 2016, increasing from 8,969 in 1980 to 9,363, the estimated number of housing units in 2016. The growth rate has remained significantly under two percent throughout the last 36 years.

Table 2: Dwelling Units (1980 to 2016)  
Borough of Bergenfield, New Jersey

Year	Total Dwelling Units	Numerical Change	Percent Change
1980	8,969	---	---
1990	9,035	66	0.73
2000	9,147	112	1.2
2010	9,200	53	0.57
2016	9,363	163	1.77

Sources: 2003 Bergen County Data Book, U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

The following table provides additional detail regarding the tenure and occupancy of the Borough's housing stock. As shown below, nearly 65% of the Borough's housing stock was estimated to be owner-occupied in 2016, down slightly from 69.8 in 2000. This reduction is a function of multi-family rentals that have been built in the community over the last decade. The number of rental units increased from 2,545 units in 1990 to 2,988 units in 2016.

**Table 3: Housing Units by Tenure and Occupancy Status (1990 to 2016)**  
**Borough of Bergenfield, New Jersey**

Category	1990		2000		2016	
	No. Units	Percent	No. Units	Percent	No. Units	Percent
Owner-Occupied Units	6,254	69.2%	6,388	69.8%	6,014	64.2%
Renter-Occupied Units	2,545	28.1%	2,593	28.4%	2,988	31.9%
Vacant Units	236	2.6	166	1.8	361	3.9
<b>Total Units</b>	<b>9,035</b>	<b>100.0%</b>	<b>9,147</b>	<b>100.0%</b>	<b>9,363</b>	<b>100.0%</b>

Sources: U.S. Census

2. Housing Characteristics. The following tables provide additional information on the characteristics of the Borough's housing stock, including data on the number of units in structures and the number of bedrooms. As shown below, the housing stock is predominantly characterized by single-family detached units, which represented over 63% of all dwelling units in 2016. This represents a slight decrease from previous periods and reflects the creation of additional two-family units and additional multi-family units, especially in the 5 to 9-unit category of development since 2000.

**Table 4: Units in Structure (2000 to 2016)**  
**Borough of Bergenfield, New Jersey**

Units in Structure	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
1-unit, detached	6,002	65.6%	6,314	65.3%	5,977	63.8%
1-unit, attached	245	2.6%	266	2.7%	385	4.1%
2 units	1,154	12.6%	1,081	11.1%	1,487	15.9%
3 or 4 units	330	3.6%	266	2.7%	383	4.1%
5 to 9 units	193	2.1%	223	2.3%	390	4.2%
10 to 19 units	497	5.4%	691	7.1%	264	2.8%
20 or more units	726	7.9%	809	8.3%	477	5.1%
Mobile home	0	0.0%	7	0.0%	0	0.0%
Boat, RV, van, etc.	4	0.0%	0	0.0%	0	0.0%
<b>Total</b>	<b>9,147</b>	<b>100.0%</b>	<b>9,657</b>	<b>100.0%</b>	<b>9,363</b>	<b>100.0%</b>

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

**Table 5: Number of Bedrooms in Housing Units (2000 to 2016)**  
**Borough of Bergenfield, New Jersey**

Number of Bedrooms	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
Zero	168	1.8%	35	0.4%	64	0.7%
One	1,525	16.7%	1,752	18.1%	1,608	17.2%
Two	2,021	22.0%	1,954	20.2%	2,127	22.7%
Three	3,683	40.2%	3,564	36.9%	3,531	37.7%
Four	1,462	16.0%	1,845	19.1%	1,632	17.4%
Five or More	288	3.1%	507	5.3%	401	4.3.0%
<b>Total</b>	<b>9,147</b>	<b>100.0%</b>	<b>9,657</b>	<b>100.0%</b>	<b>9,363</b>	<b>100.0%</b>

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

3. Housing Age. The following table details the age of the Borough's housing stock. As shown, over 87% of the Borough's housing units were constructed prior to 1980; only 12.5% of Bergenfield's housing stock was constructed after 1980.

**Table 6: Year Structure Built**  
**Borough of Bergenfield, New Jersey**

Year Built	Number of Units	Percent
2014 or later	9	0.1%
2010 to 2013	3	0.0%
2000 to 2009	220	2.3%
1990 to 1999	406	4.3%
1980 to 1989	547	5.8%
1970 to 1979	671	7.2%
1960 to 1969	1,028	11.0%
1950 to 1959	2,655	28.4%
1940 to 1949	1,381	14.7%
Built 1939 or earlier	2,443	26.1
<b>Total</b>	<b>9,363</b>	<b>100.0%</b>

Sources: U.S. Census – American Community Survey 5-Year Estimates.

4. Housing Conditions. An inventory of the Borough's housing conditions is presented in the following tables. The first table identifies the extent of overcrowding in the Borough, defined as housing units with more than one occupant per room. The data indicates that the number of occupied housing units considered overcrowded is slight (3.2%) and has decreased from 6.1% that was estimated in 2000.

**Table 7: Occupants Per Room (2000 to 2016)**  
Borough of Bergenfield, New Jersey

Occupants Per Room	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
1.00 or less	9,024	94.8%	8,429	97.6%	8,713	96.8%
1.01 to 1.50	288	3.2%	161	1.9%	214	2.4%
1.51 or more	264	2.9%	44	0.5%	75	0.8%
<b>Total</b>	<b>9,002</b>	<b>100.0%</b>	<b>8,634</b>	<b>100.0%</b>	<b>9,002</b>	<b>100.0%</b>

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

The table below presents other key characteristics of housing conditions, including the presence of complete plumbing and kitchen facilities and the type of heating equipment used. As shown, the percentage of units lacking complete kitchen and plumbing facilities decreased between 2000 and 2016, and 100% of units have complete kitchen and plumbing facilities. Units lacking standard heating facilities has also been significantly reduced from 0.7% of the housing stock to 0.4% of the housing stock.

**Table 8: Equipment and Plumbing Facilities (2000 to 2016)**  
Borough of Bergenfield, New Jersey

Facilities	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
<u>Kitchen:</u>						
With Complete Facilities	8,959	99.7%	9,107	98.7%	9,002	100.0%
Lacking Complete Facilities	22	0.3%	122	1.3%	0	0.0%
<u>Plumbing:</u>						
With Complete Facilities	8,974	99.9%	9,116	98.8%	9,002	100.0%
Lacking Complete Facilities	7	0.1%	113	1.2%	0	0.0%
<u>Heating Equipment:</u>						
Standard Heating Facilities	8,919	99.3%	9,210	99.8%	8,968	99.6%
Other Means, No Fuel Used	62	0.7%	19	0.2%	26	0.3%

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

5. Purchase and Rental Values. As shown in the following table, Bergenfield's rental housing stock has gotten dramatically more expensive with the passage of years. In 2,000, the median monthly rent was \$855, increasing to \$1,148 by 2000. In 2016, the monthly median rental cost in Bergenfield had risen to \$1,252.

**Table 9: Gross Rent of Renter-Occupied Housing Units (2000 to 2016)**  
**Borough of Bergenfield, New Jersey**

Gross Rent	2000		2010		2016		
	Number	Percent	Number	Percent	Gross Rent	Number	Percent
Less than \$200	78	3.0%	25	0.9%	Less than \$500	209	7.2%
\$200 to \$299	65	2.5%	102	3.9%	\$500-\$999	290	10.0%
\$300 to \$499	56	2.2%	114	4.3%	\$1,000-\$1499	1,565	54.2%
\$500 to \$749	395	15.3%	99	3.7%	\$1,500-\$1,999	629	21.8%
\$750 to \$999	1,234	47.7%	221	8.4%	\$2,000-\$2,499	140	4.8%
\$1,000 to \$1,499	603	23.3%	1,622	62.0%	\$2,500-\$2,999	32	1.1%
\$1,500 or More	93	3.6%	299	11.4%	\$3,000 and up	25	0.9%
No Cash Rent	64	2.5%	132	5.0%	No rent paid	98	
<b>Total</b>	<b>2,588</b>	<b>100%</b>	<b>2,614</b>	<b>100.0%</b>	<b>Total</b>	<b>2,890</b>	<b>100.0%</b>
<b>Median Gross Rent</b>	<b>\$855</b>			<b>\$1,148</b>	<b>\$1,252</b>		
<b>Bergen County Median Gross Rent</b>	<b>\$872</b>				<b>\$1,295</b>		

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

Note: 1990 US Census did not include a "\$1,500 or More" gross rent category

Table 10 below shows that between 1990 and 2000 the median value of a dwelling in Bergenfield did not greatly appreciate. Over the course of the next 16 years there was appreciable growth as the median value of owner-occupied dwellings in Bergenfield increased to \$332,700.

**Table 10: Value of Owner-Occupied Housing Units (1990 to 2016)**  
**Borough of Bergenfield, New Jersey**

Value Range	1990		2000		2016	
	Number	Percent	Number	Percent	Number	Percent
Less than \$50,000	34	0.6%	46	0.8%	136	2.3%
\$50,000 to \$99,999	64	1.2%	38	0.7%	49	0.8%
\$100,000 to \$149,999	535	9.9%	633	11.2%	39	0.6%
\$150,000 to \$199,999	3,139	57.9%	3,106	55.1%	93	1.5%
\$200,000 to \$299,999	1,508	27.8%	1,555	27.6%	1,844	30.7%
\$300,000 to \$499,999	138	2.6%	232	4.1%	3,307	55.0%
\$500,000 to \$999,999	*	0.3%	19	0.3%	480	8.0%
\$1,000,000 or More	---	0.0%	13	0.2%	66	1.1%
<b>Total</b>	<b>5,418</b>	<b>100.0%</b>	<b>5,642</b>	<b>100.0%</b>	<b>6,014</b>	<b>100.0%</b>
<b>Median Value</b>	<b>\$184,000</b>		<b>\$184,400</b>		<b>\$332,700</b>	
<b>Bergen County Median Value</b>	<b>\$227,700</b>		<b>\$250,300</b>		<b>\$433,000</b>	

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

Note: 1990 US Census did not include classification above \$300,000\* Value Range

6. Number of Units Affordable to Low- and Moderate-Income Households. Bergenfield is in COAH Housing Region No. 1, which is comprised of Bergen, Passaic, Hudson and Sussex counties. Based on the most current COAH regional income limits, the median household income for a three-person household is \$75,980. A three-person moderate-income household, defined as 80% of the median income, would have an income not exceeding \$60,784.

An affordable sales price for a three-person moderate-income household earning 80% of the median income is estimated at approximately \$150,000. This estimate is based on the UHAC affordability controls outlined in N.J.A.C. 5:80-26.3. In 2016, the percentage of housing units in the Borough valued at less than \$150,000 was 3.7%.

For renter-occupied housing, an affordable monthly rent for a three-person household is estimated at approximately \$1,890. According to the most recent U.S. Census data, greater

than 95.5% of the Borough's rental units had a gross rent less than \$1,500.

7. Substandard Housing Capable of Being Rehabilitated. The number of units in a community that are in need of rehabilitation and are not likely to experience "spontaneous rehabilitation" has been estimated by FSHC in its July 2015 report. Bergenfield's rehabilitation share is 123 units. The Borough's rehabilitation share is further explored in the Fair Share Plan section of this document.

## B. POPULATION ANALYSIS

The MLUL requires that a Housing Element provide data on the municipality's population, including population size, age and income characteristics.

1. Population Size. As seen in the table below, the Borough experienced its greatest prolonged population growth between 1940 and 1960, as Bergenfield's population increased by nearly 17,000 residents over this twenty-year span. According to US Census figures, during the decade of the 1970's, Bergenfield's population declined by 11.8%. Since 1990, the local population has continued to increase and by 2016, Bergenfield had an estimated population of 27,513.

**Table 11: Population Growth (1920 to 2016)**  
**Borough of Bergenfield, New Jersey**

Year	Population	Population Change	Percent Change
1920	3,667	-	-
1930	8,816	5,149	140.4%
1940	10,275	1,459	16.5%
1950	17,647	7,372	71.7%
1960	27,203	9,556	54.1%
1970	29,000	1,797	6.6%
1980	25,568	-3,432	-11.8%
1990	24,458	-1,110	-4.3%
2000	26,247	1,789	7.3%
2010	26,764	517	1.9%
2016*	27,513	749	2.8%

Sources: U.S. Census

2. Age Characteristics. The Borough's age characteristics are outlined in the table below. As shown, the Borough's population is growing older, consistent with suburban national trends. Bergenfield's median age has increased since 2000 from 39.0 to 39.5 years in 2016. The

number of children under the age of 19 years has been decreasing since 2000 from 27% of the Borough's population to 24.3% in 2016.

**Table 12: Age Characteristics (2000 to 2016)**  
**Bergenfield, New Jersey**

Age	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
Under 5 years	1,779	6.8	1,750	6.5	1,541	5.6%
5 to 19 years	5,291	20.2	5,330	20.0	5,145	18.7%
20 to 24 years	1,373	5.2	1,614	6.0	1,898	6.9%
25 to 34 years	3,519	13.4	1,859	12.3	3,494	12.7%
35 to 44 years	4,627	17.6	3,692	13.8	3,357	13.2%
45 to 54 years	3,745	14.3	4,207	15.7	3,687	13.4%
55 to 64 years	2,357	9.0	3,385	12.6	4,044	14.7%
65 to 84 years	3,169	12.1	2,954	11	2,256	12.3%
85 years and over	387	1.5	533	2.0	660	2.4%
<b>Total</b>	<b>26,247</b>		<b>26,764</b>		<b>27,513*</b>	
<b>Median Age</b>	<b>37.6</b>		<b>39.0</b>		<b>39.5</b>	

Source: U.S. Census – 1990, 2000, 2010

\* may not equal 100% due to rounding

3. Average Household Size. The average household size for the Borough has varied as reflected in the table below. In 1970, average household size in Bergenfield was 3.83 people. By 1990, average size declined to 2.78 members. In 2016, the average size of a household in the Borough was estimated to be 2.94.

**Table 13: Average Household Size (1970 to 2016)**  
**Bergenfield, New Jersey**

Year	Total Population	Number of Households	Average Household Size
1970	29,000	10,247	3.83
1980	25,568	8,836	2.89
1990	24,458	8,799	2.78
2000	26,247	8,981	2.92
2010	26,247	8,852	3.0
2016	27,513	9,363	2.94

Sources: U.S. Census – 1990, 2000, 2016



4. Household Income. Detailed household income figures are shown in the table below. As shown, nearly a quarter of the Borough's households had an income of \$100,000 or more in 1999, by 2016 the percentage of households earning \$100,000 or more had increased to just under 40%. The Borough's median household income in 2016 was just in excess of \$81,000.

**Table 14: Household Income (1999 to 2016)**  
**Bergenfield, New Jersey**

Income Category	1999		2009		2016	
	Number	Percent	Number	Percent	Number	Percent
Less than \$10,000	285	3.2%	302	3.3%	417	4.6%
\$10,000 to \$14,999	285	3.2%	321	3.5%	218	2.4%
\$15,000 to \$24,999	721	8.0%	729	7.9%	536	6.0%
\$25,000 to \$34,999	835	9.3%	504	5.5%	562	6.2%
\$35,000 to \$49,999	1,341	14.9%	889	9.6%	869	9.7%
\$50,000 to \$74,999	1,914	21.3%	1,513	16.4%	1,564	17.4%
\$75,000 to \$99,999	1,509	16.8%	1,294	22.3%	1,280	14.2%
\$100,000 to \$149,999	1,568	17.5%	2,054	22.3%	1,806	20.1%
\$150,000 to \$199,999 (plus in 1999)	519	5.8%	875	9.5%	887	9.9%
\$200,000 or more	---	0.0%	748	8.1%	863	9.6%
<b>Total</b>	<b>8,977</b>	<b>100.0%</b>	<b>9,229</b>	<b>100.0%</b>	<b>9,002</b>	<b>100.0%</b>
<b>Median Household Income</b>	<b>\$62,172</b>		<b>\$82,546</b>		<b>\$81,042</b>	
<b>Bergen County Median</b>	<b>\$64,912</b>		<b>\$81,708</b>		<b>\$88,487</b>	

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

Note: 1990 Census Survey did not include categories for "\$150,000 to \$199,999" or "\$200,000 or more"

5. Housing cost-burden. Households that pay more than 30% of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care. Despite Bergenfield's affluence, the data from the 2010 census reveals that approximately 48% of owner-occupied households and nearly 45% of rental households had housing costs of 30% or more. By 2016, the data indicate a much-improved situation with just 36.6% of owner-occupied households experiencing more than 30% in household costs. Renters in 2016 also experienced less housing stress as 43.8% reported paying more than 30% of their income on housing.

Table 15: Housing Cost as Percentage of Income (2010 VS 2016)  
Bergenfield, New Jersey

Percentage of Income	2010				2016			
	Owner-occupied		Renter		Owner-occupied		Renter	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Less than 20 percent	1,912	28.9%	520	19.9%	2,099	34.9%	627	21.0%
20 to 29 percent	1,535	23.2%	758	29.0%	1,696	28.2%	881	29.5%
30 percent or more	3,175	48%	1,174	44.9%	2,201	36.6%	1,309	43.8%
Zero income/no cash rent	0	0	157	6.0	18	0.3	170	5.7
<b>Occupied Units</b>	<b>6,622</b>	<b>100.00%</b>	<b>2,609</b>	<b>100.00%</b>	<b>6,014</b>	<b>100.00%</b>	<b>2,987</b>	<b>100.00%</b>

Sources: U.S. Census – 2000, American Community Survey 5-Year Estimates.

### C. EMPLOYMENT ANALYSIS

The MLUL requires that the Housing Element include data on employment levels in the community. The following tables present information on the Borough's employment characteristics.

1. Employment Status. The following table provides information on the employment status of Borough residents age 16 and over. Of those in the labor force in 2010, 3.69% were unemployed. This unemployment rate has trended slightly upward as the decade aged.

Table 16: Employment Status, Population 16 and Over (2000 to 2016)  
Bergenfield, New Jersey

Employment Status	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
In labor force	13,731	67.0%	14,851	69.8%	15,486	69.3%
Civilian labor force	13,731	67.0%	14,851	69.8%	15,481	69.2%
Employed	13,241	64.6%	14,045	66.0%	14,605	65.3%
Unemployed	490	2.4%	797	3.7%	876	3.9%
% of civilian labor force		3.6		5.4		5.7
Armed Forces	0	0.0%	0	0.0%	5	0.0%
Not in labor force	6,770	33.0%	6,428	30.2%	6,870	30.7%
<b>Total Population 16 and Over</b>	<b>20,501</b>		<b>21,279</b>		<b>22,356</b>	

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

2. Employment Characteristics of Employed Residents. The following two tables detail information on the employment characteristics of employed Bergenfield residents. Table 17 details occupation characteristics, while Table 18 details industry characteristics.

**Table 17: Employed Residents Age 16 and Over, By Occupation (2000 to 2016)**  
**Bergenfield, New Jersey**

Occupation	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
Management, Professional and related occupations	5,040	38.1%	5,696	40.5%	6,239	42.7%
Service Occupation	1,898	14.3%	2,119	15.1%	2,689	18.4%
Sales and Office Occupations	3,875	29.3%	3,505	24.9%	3,487	23.9%
Natural resources, construction & maintenance occupations	933	7.0%	1,292	9.2%	803	5.5%
Production, transportation and material moving occupations	1,495	11.3%	1,442	10.3%	1,387	9.5%
<b>Total</b>	<b>13,241</b>	<b>100.0%</b>	<b>14,054</b>	<b>100.0%</b>	<b>14,605</b>	<b>100%</b>

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

**Table 18: Employed Residents Age 16 and Over, By Industry (2000 to 2016)**  
**Bergenfield, New Jersey**

Industry	2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent
Agriculture, forestry, fishing, hunting and mining	11	0.1%	0	0.0%	0	0.0%
Construction	595	4.5%	716	5.1%	687	4.7%
Manufacturing	1,275	9.6%	1,170	8.3%	1,155	7.9%
Wholesale trade	737	5.6%	443	3.2%	514	3.5%
Retail trade	1,638	12.4%	1,202	8.6%	1,550	10.6%
Transportation and warehousing, and utilities	860	6.5%	817	5.8%	702	4.8%
Information	536	4.0%	527	3.7%	309	2.1%
Finance, insurance, real estate and rental and leasing	1,045	7.9%	1,028	7.3%	981	6.7%
Professional, scientific, management, administrative and waste management services	1,287	9.7%	1,551	11.0%	1,535	10.5%
Educational, health and social services	3,359	25.4%	4,570	32.5%	4,833	33.1%
Arts, entertainment, recreation, accommodation and food services	829	6.3%	737	5.2%	1,220	8.4%
Other services	657	5.0%	684	4.9%	702	4.8%
Public administration	412	3.1%	609	4.3%	417	2.9%
<b>Total</b>	<b>13,241</b>	<b>100.0%</b>	<b>14,054</b>	<b>100.0%</b>	<b>14,605</b>	<b>100.0%</b>

Sources: U.S. Census – 1990 & 2000, American Community Survey 5-Year Estimates.

#### D. HOUSING AND EMPLOYMENT PROJECTIONS

The following section identifies the extent to which recent development has occurred in the community, to assist in the determination of future residential and employment projections.

1. Probable Future Employment and Regional or Community Factors Impacting Upon Future Municipal Employment. Employment has generally trended upward over the past ten years in the Borough, between 4,078 jobs in 2007 to a high of 4,635 which was recorded in 2015. This trend of slow growth is anticipated to continue into the future, despite the slight decrease in employment recorded in 2016.

**Table 19: Covered Employment Trends 2007-2016**  
**Bergenfield, New Jersey**

Year	Number of Jobs	Change in Number of Jobs	Percent Change
2007	4,079	--	--
2008	4,079	0	0
2009	4,414	335	8.2%
2010	4,267	-147	-3.3%
2011	4,422	155	3.6%
2012	4,502	80	1.8%
2013	4,541	39	0.9%
2014	4,584	43	0.9%
2015	4,635	51	1.1%
2016	4,611	-24	-0.5%

Sources: Department of Labor and Workforce Development

2. Projection of the Municipality's Housing Stock. With limited acreage remaining in the municipality that may be developed for residential use, it is anticipated that the Borough's residential growth will remain modest, as reflected in the recent annual data shown below. The only anticipated developments of consequence are the proposed redevelopment of the 51 East Main Street site and the potential redevelopment of the Foster Village shopping center. The Borough hopes to incentivize redevelopment activities along Washington Avenue as well.

Table 20: Trend in Residential Development  
Analysis of Certificates of Occupancy and Demolition Permits, 2004-2018  
Bergenfield, New Jersey

Year	COs Issued	Demo Permits Issued	Net Growth
2004	0	13	-13
2005	20	18	2
2006	13	10	3
2007	8	15	-7
2008	101	7	94
2009	5	32	-27
2010	5	3	2
2011	4	2	2
2012	33	3	30
2013	2	6	-4
2014	4	9	-5
2015	12	13	-1
2016	19	5	14
2017	26	1	25
2018	20	6	14
15 YR Total	272	143	129
15 YR Average	18.1	9.5	-
Yearly Average			8.6

## SECTION II: FAIR SHARE OBLIGATION

## **A. SUMMARY OF FAIR SHARE OBLIGATION**

The state of the Third Round affordable housing obligations for municipalities throughout New Jersey at present remains a fluid one, given the fact that neither the Courts, COAH, nor the legislature has established a definitive set of housing-need numbers that has been universally accepted. Initially, two sets of numbers were promulgated and widely discussed, inclusive of numbers in COAH's proposed 2014 regulations prepared by Dr. Robert Burchell of Rutgers University, and numbers prepared by David Kinsey, P.P., A.I.C.P. in April 2015 on behalf of Fair Share Housing Center. Their statewide numbers varied dramatically, with Dr. Burchell estimating the need for approximately 52,000 affordable housing units statewide, and Mr. Kinsey estimating the need for approximately 201,000 affordable housing units statewide. Similarly, their estimated affordable housing obligations assigned to Bergenfield diverge significantly as well.

Significantly, the Econsult numbers reflect the fact that Bergenfield contains minimal developable land, whereas Kinsey's numbers do not apparently acknowledge this fact. For this reason, as well as others, the Borough's plan at this time relies upon the affordable housing obligation contained in the signed Settlement Agreement. It is recognized that these figures may be adjusted in the future by the Court, COAH or the legislature, and thus may necessitate revision to the plan.

## **B. VACANT LAND ADJUSTMENT**

Bergenfield's affordable housing obligation is also informed by a vacant land adjustment and the imposition of a realistic development potential (RDP) analysis that was undertaken pursuant to the Second Round regulations. The vacant land analysis identified all vacant sites of minimally 0.83 acres in size, imposed wetland, steep slope and flood plain information pursuant to the applicable regulations, and calculated the remaining acreage that is to be utilized to determine the Borough's RDP.

The analysis reveals there are 5.01 total acres of vacant land in the community. A total of zero (0) acres are comprised of sites that are minimally 0.83 acres in size. Pursuant to the applicable regulations, a minimum presumptive density of 6 dwelling units per acre were imposed on these zero acres, and then a twenty percent set-aside was imposed on that calculation. This formula resulted in an affordable housing obligation of zero units.

We then adjusted this figure by including two parcels that have the potential to be developed or redeveloped with affordable housing. The first of these parcels is identified as Landmark Equities (Block 84 Lot 14 & Block 87 Lots 1 & 6). This property was the subject of an earlier Settlement Agreement that authorizes the construction of sixty-two (62) dwelling units, nine (9) of which are to be deeded restricted as affordable housing. The second parcel is located at 51 East Main Street. This parcel recently received Zoning Board approval authorizing the construction of twenty-six (26) apartments, four (4) of which must be deed restricted as affordable housing.

The Borough's vacant land assessment is presented in the accompanying map and table on the following pages.



Table 21: Vacant Land Assessment  
Borough of Bergenfield, New Jersey

# BERGENFIELD VACANT LAND ASSESSMENT

March 27, 2019

ID	Block	Lot	Property Class	Location	Owner	6 u ni t/ a c r e a r e s	A r ( A c r e s )	Deve lopa ble	Dev elop able Acr es	Co mm ent_ 1	Comment_2	Yie ld (aff ord abl e uni ts)
1	104	6	1	W CLINTON AVENUE	HEDGES, JAMES J	0.83	0.06	N	0.00	Lot too small		0
2	107.01	3	1	ROOSEVELT AVENUE	ARANCIBIA, RICARDO	0.83	0.05	N	0.00	Lot too small		0
3	127	3	1	PORTLAND AVENUE	ROESE, WALTER F, III	0.83	0.11	N	0.00	Lot too small		0
4	13	2	1	230 N WASHINGTON AVE	230 N WASHINGTON REAL EST ASSOC	0.83	0.36	N	0.00	Lot too small		0
5	135	1	1	ARLINGTON AVENUE	MCKOY, CRAIG	0.83	0.06	N	0.00	Lot too small		0
6	1	1	1	BEDFORD	BERGEN	0.	0	N	0.00	Lot		0

ID	Block	Lot	Property Class	Location	Owner	6 unit/acre at threshold	Area (Acres)	Developable	Developable Acres	Comment_1	Comment_2	Yield (affordable units)
	36			RD AVENUE	REGENCY LLC	83	.20			too small		
7	138	8	1	BEDFORD AVENUE	KNAPP, KENNETH J	0.83	.12	N	0.00	Lot too small		0
8	140	7	1	68 DELFORD AVENUE	STEDJAN, ERLING	0.83	.11	N	0.00	Lot too small		0
9	154	4	1	N SUMMIT STREET	ESPINA, STEVE & DAMAT O, JOSEPH	0.83	.18	N	0.00	Lot too small		0
10	156	14	1	N WOODSIDE AVENUE	HEFFERNAN SUPPLY CO., INC.	0.83	.13	N	0.00	Lot too small		0
11	171	12	1	BERGEN AVENUE	JOSE M GARCIA FOUNDATION, INC.	0.83	.11	N	0.00	Lot too small	Env. Constraint: stream	0
12	171	1	1	HUGHES ROAD	HABITAT FOR HUMANITY OF BC INC	0.83	.14	N	0.00	Lot too small		0
13	184	8	1	MARTIN STREET	ANDERSON, ANDERS B &	0.83	.09	N	0.00	Lot too small	Env. Constraint: stream	0

ID	Block	Lot	Property Class	Location	Owner	6 unit / acre area threshold	Area (Acres)	Developable	Developable Acres	Comment_1	Comment_2	Yield (affordable units)
					MARGARET L							
14	20	1	1	NEW JERSEY AVENUE	GIAIMO, RICHARD D & ANNA E	0.83	0.12	N	0.00	Lot too small	Env. constraint: stream & 100 yr floodplain	0
15	220	2	1	VAN VALKENBURGH AVENUE	BERTHOLD, HELEN	0.83	0.14	N	0.00	Lot too small		0
16	228	2	1	WOODBINE STREET	BANK OF AMERICA, ATT: CORP. REAL EST.	0.83	0.29	N	0.00	Lot too small		0
17	24	17	1	PHELPS AVENUE	RAMIREZ, HENAO G (GERMAN)	0.83	0.05	N	0.00	Lot too small		0
18	245	4	1	O'NEIL STREET	VAN TASSEL-NEWMAN FUNERAL SERV PROP	0.83	0.17	N	0.00	Lot too small		0
19	248	16	1	WASHINGTON AVENUE	DAPPER, JOEL & IRVING O, NICOL	0.83	0.16	N	0.00	Lot too small		0

ID	Block	Lot	Property Class	Location	Owner	6 unit/acre area threshold	Area (Acres)	Developable	Developable Acres	Comment_1	Comment_2	Yield (affordable units)
				UE	E							
20	268	85	1	MARC OTTE LANE	KAPLAN (ETALS), MARGARET R	0.83	0.50	N	0.00	Lot too small		0
21	268	107	1	MACKAY DRIVE	SANKHOLKAR, DEEPAK & RACHNA	0.83	0.07	N	0.00	Lot too small		0
22	302	3	1	NEW BRIDGE ROAD	POWER, T L C/O WESTING	0.83	0.06	N	0.00	Lot too small		0
23	302	1	1	NEW BRIDGE ROAD	HUTCHINS, AUGUSTUS	0.83	0.06	N	0.00	Lot too small		0
24	323	4	1	WEST MINSTER AVENUE	DESPOSITO, LEONARD J & JEAN A	0.83	0.02	N	0.00	Lot too small		0
25	324	10	1	NORFOLK STREET	RAPOPORT, MICHAEL R & DEBORAH L	0.83	0.04	N	0.00	Lot too small		0
26	328	22	1	GREENBRIAR STREET	SHANAHAN, PATRICK T & SUSAN J	0.83	0.04	N	0.00	Lot too small		0
27	33	4	1	FULTON	REILLY, THOMAS	0.8	0.	N	0.00	Lot too		0

ID	Block	Lot	Property Class	Location	Owner	6 unit / acre area threshold	Area (Acres)	Developable	Developable Acres	Comment_1	Comment_2	Yield (affordable units)
	2			STREET	SR & THOMAS M JR	3	0.3			small		
28	332	1	1	MAIDEN LANE	TEANEC K WINDSOR LLC	0.83	0.14	N	0.00	Lot too small	Env. constraint: 100 yr floodplain & wetlands	0
29	332	3	1	FULTON STREET	REILLY, THOMAS SR & THOMAS M JR	0.83	0.11	N	0.00	Lot too small		0
30	333	1	1	WINDSOR ROAD	TEANEC K WINDSOR LLC	0.83	0.50	N	0.00	Lot too small	Env. constraint: 100 yr floodplain & wetlands	0
31	345	9	1	WARR EN STREET	NEW BRIDGE MGMT LLC	0.83	0.17	N	0.00	Lot too small		0
32	345	402	1	7 FOSTER STREET	KINDER GAN, DANIEL	0.83	0.12	N	0.00	Lot too small		0
33	349	12	1	MURRAY HILL TERRACE	DI BLASI, SALVATORE	0.83	0.07	N	0.00	Lot too small		0
35	41	13	1	PHELPS AVENUE	UNKNOWN	0.83	0.04	N	0.00	Lot too small		0

ID	Block	Lot	Property Class	Location	Owner	6 units / acre area threshold	Area (Acres)	Developable	Developable Acres	Comment_1	Comment_2	Yield (affordable units)
36	41	12	1	MERRITT AVENUE	PINNEL, ALISON C/O MERRITT REALTY	0.83	0.06	N	0.00	Lot too small		0
37	54	20	1	89 RIVER EDGE ROAD	COSTA, PAUL	0.83	0.13	N	0.00	Lot too small		0
38	60	901	1	RIVER EDGE ROAD	GARCES, OLIZAR L & EMILDA S	0.83	0.09	N	0.00	Lot too small		0
39	76	3	1	N PROSPECT AVENUE	MILTON HADIKS CRAFTED INTERIORS	0.83	0.11	N	0.00	Lot too small	Env. constraint: 100 yr floodplain	0
40	84	14	1	15 W JOHNSON AVENUE	LANDMARK EQUITIE S LLC	0.83	0.19	Y	0.19	Developable		12.4
41	87	1	1	N RAILROAD AVENUE	LANDMARK EQUITIE S LLC	0.83	0.33	Y	0.33	Developable		
42	87	6	1	ANNE X PLACE	LANDMARK EQUITIE S, LLC	0.83	0.12	Y	0.12	Developable		
4	1	2	4	51 E	SHANTY	0.	0	Y	0.41	Dev		5.2

I D	B l o c k	L o t	P r o p e r t y C l a s s	Locatio n	Owner	6 u n i t / a c r e a r e a t h r e s h o l d	A r e a ( A c r e s )	Deve lopa ble	Dev elop able Acr es	Co mm ent_ 1	Comment_2	Yie ld (aff ord abl e uni ts)
3	5 4		A	MAIN STREE T	LLC	8 3	. 4 1			elop able		
					Total Vacant Land Analysis Parcel Area							
								Tota l Deve lopa ble Area	1.05			
											Total Yield (affordable units)	17. 6, say 18





### SECTION III: FAIR SHARE PLAN

## A. PLAN SUMMARY

The HE&FSP identifies the manner in which the Borough's fair share affordable housing obligations – inclusive of a 129-unit rehabilitation obligation, 87-unit Prior Round Obligation, and 140-unit Third Round RDP housing obligation, as adjusted through the vacant land process – are to be addressed. This is summarized below.

1. Rehabilitation Share. The Borough intends to satisfy its 129-unit rehabilitation (present need) obligation through credits received from rehabilitation work completed at Brookside Gardens and through participation in the Bergen County Home Improvement Program. In addition, Bergenfield proposes to complete a so-called Windshield survey to ascertain the accuracy of the rehabilitation share obligation. Bergenfield believes the obligation will be greatly reduced from the 129 units assigned the Borough. This will be discussed in more detail later in this section.
2. New Construction Obligation. Bergenfield's prior round obligation has been calculated to be 87 units. Bergenfield has also been assigned a Third Round (1999-2025) obligation of 140 units. Bergenfield will meet its new construction obligation, in part, with a vacant land adjustment. Bergenfield has demonstrated it has a lack of land and is therefore eligible to reduce its new construction obligation to its Realistic Development Potential (RDP). Bergenfield has a Realistic Development Potential of 18 units. This obligation will be satisfied through a combination of credits from previously approved, but not yet constructed inclusionary housing sites. Additional details will be provided later in this Housing Element and Fair Share Plan.
3. Addressing the Unmet Need. Communities that are able to demonstrate through a Vacant Land Adjustment that they are unable to fully address the new construction obligation, are not relieved of the balance of the obligation. The remaining obligation, after removal of the RDP, is reclassified as "Unmet Need". Municipalities must affirmatively act to address this component of the obligation. Bergenfield will seek credits for several supportive housing group homes that currently operate within Bergenfield. In supportive housing environments, individual bedrooms are what determines crediting. In Bergenfield's case the supportive housing environment supply twenty (20) bedrooms, thus Bergenfield is entitled to claim twenty (20) credits from these homes.

In addition to addressing the Unmet Need through group homes, Bergenfield has already or will adopt affordable housing overlay districts. The first location selected for an overlay zone is the Foster Village Shopping Center. This 6.6-acre parcel is to be the subject of an overlay zone that will allow residential development on this parcel, but only in exchange for creating a specified percentage of affordable housing. The percentage of affordable units is

dependent on whether the affordable units are offered for sale or for rent.

Portions of both the B-1 and B-2 zones along Washington Avenue are also expected to produce affordable housing. To encourage the production of affordable housing opportunities, Bergenfield anticipates creating a second overlay zone. The creation of both new market-rate and affordable housing above stores and shops is expected to provide additional rental income to property owners and an expanded customer pool of potential shoppers for downtown Bergenfield merchants.

The Borough proposes to partially address its Unmet Need obligation through the creation of an overlay zone that would be limited to a portion of the B-1 zone and a portion of the B-2 zone. Like the approach taken with the Foster Village property, the percentage of affordable units to be constructed will vary depending if the affordable units are offered for sale or for rent.

As detailed above, the HE&FSP can accommodate the entirety of the community's housing obligation through 2025 in a manner that affirmatively addresses the assigned obligation while at the same time maintaining the overall character of the community.

As noted above, the process being followed is fluid, and as the Courts respond to the myriad issues that they need to address, it is recognized that this plan may require adjustment.

#### **B. MINIMUMS/MAXIMUMS TO BE ADDRESSED**

This plan seeks to address the Borough's affordable housing obligation by application of COAH Second Round (1993-1999) rules to the RDP portion of the obligation, since COAH had re-adopted these rules in 2011 and extended their use until October 2016. Additionally, the Supreme Court in a recent affordable housing decision endorsed use of this methodology by COAH. As such, the following minimum requirements and maximum limitations, as set forth in COAH's second round rules, will be addressed within the plan:

- a. Age-Restricted Units. Pursuant to N.J.A.C.5:93-5.14.a.1 and N.J.A.C.5:93-5.14.a.2, Bergenfield is permitted to age-restrict up to 25 percent of its 18-unit RDP. Bergenfield will not seek credits for age-restricted housing as part of this plan.
- b. Rental Unit Obligation. N.J.A.C. 5:93-5.15.a, requires Bergenfield to address at least 25 percent of its 18-unit RDP with rental housing. In fact, Bergenfield is seeking to address the entirety of its 18-unit RDP through rental units.

- c. Rental Bonus Credits. Bergenfield is permitted to seek a 2:1 rental bonus credit for creating rental affordable units. Bergenfield will claim credit for five (5) bonus credits.

The table below summarizes the above parameters for both the Prior Round and Third Round RDP obligations.

Table 22: Plan Minimums and Maximums  
Borough of Bergenfield, New Jersey

Requirement	New Construction Min/Max Limit	Number of Units Proposed	Complies (Yes/No)
Max. Age-Restricted Units	Not to exceed 5	0	Yes
Min. Rental Units	Not less than 5	9	Yes
Max. Rental Bonus Credits (Total)	Not to exceed 5	5	Yes

### C. PLAN COMPONENTS

This section of the plan details the projects, mechanisms and funding sources which will be used to meet the Borough's affordable housing obligations, as discussed above. The Plan Components Map included at the end of this plan illustrates the location of all existing and proposed developments identified herein.

1. Rehabilitation Share. The Borough has a rehabilitation share of 129 units. Bergenfield plans to continue to participate in the Bergen County Home Improvement Program to address this obligation while utilizing funds from its affordable housing trust fund, expected to be adopted as part of Bergenfield's implantation process, to ensure rental units become eligible for subsidized rehabilitation. COAH's regulations require municipalities to set aside sufficient funds to address one-third of their rehabilitation obligation within one year of substantive certification of their plan. In addition, municipalities are required to set aside sufficient funds to address one-sixth of their rehabilitation obligation each subsequent year of the substantive certification period. A minimum of \$10,000 per unit is required.

Bergenfield continues to assert the on-going rehabilitation of key structural elements of Brookside Gardens, a HUD sponsored and funded affordable housing development, generates COAH-credit worthy rehabilitation credits and as such, Bergenfield will continue to seek rehabilitation credits to the full extent allowed under the Second Round COAH rules.

In addition, Bergenfield believes the rehabilitation obligation assigned it is greater than the need. As such, Bergenfield, as permitted pursuant to COAH regulations, will perform as so-called 'windshield survey'. This survey will be performed prior to Bergenfield's compliance hearing. The results will be distributed to both the Court master and the intervener. The results of so-called 'windshield survey' will establish the new rehabilitation obligation from which any Brookfield Gardens credits will be subtracted. Subtraction of Brookside Gardens credits from the 'windshield survey' will create the basis to establish the adjusted rehabilitation obligation.

As such, the amount of money Bergenfield must set aside will be determined upon completion of the windshield survey and determination of the number of rehabilitation credits available to Bergenfield from Brookside Garden. The Borough commits to reserve \$10,000 per each unit of rehabilitation obligation.

Bergenfield will first look to its affordable housing trust fund to supply these necessary funds. Bergenfield is expected to adopt a development fee ordinance as part of its Third Round affordable housing activities. As this HE&FSP is being drafted, Bergenfield has not established an affordable housing trust fund.

2. RDP Obligation. As previously identified in this plan, Bergenfield is a highly developed community with limited land available for development, and as such qualifies for a Vacant Land Adjustment. The Borough's RDP is eighteen (18) units. This obligation will be affirmatively addressed by two developments, both having received local Board approval but neither yet constructed, but construction is anticipated during the Third Round.
  - a. Landmark Equities ("Landmark") entered into a Settlement Agreement with Bergenfield. Pursuant to the Settlement Agreement, Landmark is authorized to construct an inclusionary housing development containing nine (9) family rental units, five (5) of the affordable units will be reserved for low-income households, four (4) for moderate-income households. Further, as set forth in the Settlement Agreement seven (7) affordable units will contain two-bedrooms. The remaining two (2) units will each contain one-bedroom.
  - b. 51 East Main Street has secured Zoning Board approval to construct an inclusionary development containing four (4) affordable dwellings. One of the affordable dwellings will be restricted to a very low-income household. Half of all affordable units will contain two-bedrooms, the remaining half will contain one-bedroom.

The above two developments, along with associated bonus credits the municipality is entitled to completely discharge Bergenfield's new construction RDP. Attention now shifts to mechanisms addressing the Unmet Need obligation.

**Table 23: Plan Components Addressing RDP Obligation  
Bergenfield, New Jersey**

Plan Components	# of Affordable Units	Rental Bonus Credits	Total Credits
Landmark Equities	9	4	13
51 E. Main Street	4	1	5
<b>TOTAL CREDITS</b>			<b>18</b>

3. Unmet Need Obligation. This plan addresses Unmet Need utilizing two different approaches. First, Bergenfield will seek Court approval of twenty (20) credits for twenty (20) bedrooms of supportive housing. This is detailed in the table below.

**Table 24:  
Group Homes  
Borough of Bergenfield, New Jersey**

Development Names	Unit Type	# of Affordable Housing Units
Spectrum for Living	Supportive Housing	3
ARC of Bergen/Passaic Cty.	Supportive Housing	5
Community Center Mental Health	Supportive Housing	6
ARC of Bergen/Passaic Cty.	Supportive Housing	6
<b>TOTAL CREDITS</b>		<b>20</b>

In addition to seeking Unmet Need credits generated by group homes, Bergenfield has or will adopted zoning ordinance amendments with the anticipation that these ordinances will create a realistic opportunity to foster the construction of new affordable housing.

The first zoning amendments will establish an overlay zone on Block 351 Lot 8, also known as the Foster Village Shopping Center. The proposed overlay zone will permit the construction of inclusionary housing at this site. Proposed densities and affordable housing setasides are depending on whether units are offered for sale or for rent. All affordable housing constructed on this property will be provided in accordance with the Uniform Housing Affordability Controls except that this overlay zone will require at least 30% of all affordable units shall contain no less than three (3) bedrooms.

The second zoning amendment will create an overlay zone on selected portions of the B-1 zone and B-2 zone along Washington Avenue. Density and the percentage of the mandatory

affordable housing setaside are dependent on whether dwellings are to be offered for sale or for rent.

An additional zoning ordinance amendment is not zone specific. This fourth amendment to Chapter 186 will require all future multi-family residential or mixed-use developments, regardless of which zone the property is in, containing a residential component of five (5) or more dwellings to include an affordable housing setaside of fifteen (15) percent if dwellings are rental and a twenty (20) percent affordable housing setaside if dwellings are offered for sale.

## **APPENDICES**

A-1: Development Fee Ordinance

A-2: Affordable Housing Zoning Regulations

A-3: Affirmative Marketing Plan

A-4 Spending Plan





## A-1 Proposed Development Fee Ordinance

## A-2 Current Affordable Housing Regulations

### A-3: Affirmative Marketing Plan

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-054

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, Samuel and Shira Moer, the owners of property located at 40 Laurel Court, Block 326, Lot 18 in the Borough of Bergenfield retain a concrete pad in their backyard within the Borough's drainage easement; and

**WHEREAS**, as a condition of same, the Borough of Bergenfield is requiring that the Property Owner enter into a Hold Harmless and License Agreement with the Borough wherein the Property Owners agree to indemnify and hold the Borough of Bergenfield harmless for any and all liability claims, costs and attorneys' fees arising out of or associated with this Hold Harmless and License Agreement for the property located at 40 Laurel Court; and

**WHEREAS**, the Borough Attorney has prepared a Hold Harmless and License Agreement between the Borough and the property owners, a copy of which is attached hereto and incorporated herein by reference.

**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 attached Hold Harmless and License Agreement between the Borough and Samuel and Shira Moer, owners of the property located at 40 Laurel Court, Block 326, Lot 18 in the Borough, be and is hereby approved; and

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized and directed to execute the Hold Harmless and License Agreement attached hereto and incorporated herein by reference 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 certified copy of this resolution together with the Hold Harmless and License Agreement to Samuel and Shira Moer upon its passage for her signature.

---

**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 19, 2021.**

SEAL

---

Borough Clerk

HOLD HARMLESS AND LICENSE AGREEMENT

BETWEEN

THE BOROUGH OF BERGENFIELD

AND

\_\_\_\_\_  
MOER

(Property Owner)

THIS AGREEMENT made this \_\_\_\_\_ day of 2021, between the BOROUGH OF BERGENFIELD, a Municipal Corporation of the State of New Jersey, having its principal office at 198 N. Washington Avenue, County of Bergen, and State of New Jersey 07621, hereinafter referred to as the "LICENSOR"; and \_\_\_\_\_ and \_\_\_\_\_ Moer, the owners of property located at 40 Laurel Court, Block 326, Lot 18 in the Borough of Bergenfield, New Jersey, hereinafter referred to as the "LICENSEE" and

WHEREAS, the Licensee seeks a license in order to utilize the concrete pad surrounding the property owners pool and located in the 10' wide drainage easement; and

WHEREAS, the Mayor and Council by Resolution have authorized this License Agreement by Resolution No. \_\_\_\_\_ dated January 19, 2021.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

FIRST: Licensor hereby gives to Licensee an exclusive license in order to utilize the concrete pad surrounding the property owners pool and located in the 10' wide drainage easement in the Borough.

SECOND: The license shall commence on the date of the signing of this Agreement and run effective for five (5) years, at which time the Borough may choose to extend and/or renew the License Agreement. This Licensing Agreement shall remain in effect until such time as said Agreement is renewed or terminated by the Borough.

THIRD: For each year of the Agreement, the Licensee shall provide the Borough Clerk with a Certificate of Liability Insurance setting forth the coverage for the Licensee's property. Licensee shall assume all risks of and liability for and shall indemnify, defend, protect and save harmless, and hereby release Licensor and each and every of its officers, agents, servants and employees, and its successors and assigns of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges, or judgments which may in any manner arise out of, or result from any and all phases within the easement area, whether occasioned by Licensee, or by any employee, licensee, invitee, or agent of Licensee or by Licensor or its employees or any other person or persons.

FOURTH: Licensee shall have no right to assign or transfer the license herein granted to any other party without the approval of the Licensor.

FIFTH: This Agreement shall be for a term of five (5) years as set forth in Paragraph Second of this Agreement. Licensee shall be responsible for the maintenance and repair of the licensed area during the term of this Agreement.

SIXTH: The parties may extend and renew this License Agreement upon mutual written agreement at least 60 days prior to this License Agreement's expiration.

SEVENTH: The Borough reserves the right to terminate this License Agreement upon 60 days written notice to the property owner.

EIGHTH: Licensee shall be responsible for all attorneys fees expended by the Licensor in connection with the preparation of this License Agreement or any future fees or costs incurred by the Licensor. The Licensee shall pay to the Borough the sum of \$500.00 as and for the drafting of this Agreement at the time of execution of this Agreement.

NINTH: By accepting this agreement, the Borough of Bergenfield in no way admits or acknowledges liability for any damage to pool, pool deck, gates, fences, or anything placed in the easement area by the property owner and any other accidental damage that may occur. By accepting this agreement, the Property Owner agrees not to hold the Borough of Bergenfield responsible or liable for any damage to pool, pool decks, gates, fences, or anything placed in the easement area by the Property Owner and any other accidental damage that may occur.

This Agreement is intended and shall be construed as a license to utilize the concrete pad surrounding the property owners pool and located in the 10' wide drainage easement in the Borough.

This Agreement shall be binding upon the parties hereto and their respective successors, representatives, and assigns.

IN WITNESS WHEREOF, the Borough of Bergenfield and the Property Owner have executed the original of this Agreement on the dates shown under their respective signatures.

BOROUGH OF BERGENFIELD

Date: \_\_\_\_\_

\_\_\_\_\_

Witness:

\_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Property Owner)

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Property Owner)



BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-055

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**TEMPORARY EMERGENCY APPROPRIATION**

**WHEREAS**, an emergent condition has arisen with respect to Current Fund Appropriations and no adequate provision has been made in the 2021 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2021 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$11,312,400;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Bergenfield (not less than two-thirds of all members affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made for:

**Current Fund:**  
**General Appropriations**  
**Operations –Within “CAPS”**

Health Department	
Other Expenses	\$65,000
Legal	
Other Expenses	130,000
Assessor	
Other Expenses	15,000
Audit	50,000
Grants Consultant	
Other Expenses	24,600
Prosecutor	
Other Expenses	<u>13,000</u>
	<u>\$ 297,600</u>

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-055

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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2. That said emergency temporary appropriation will be provided for in the 2021
3. budget
4. That one certified copy of this resolution be filed with the Director of Local Government Services.

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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 19, 2021.

SEAL

---

Borough Clerk

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**              No. 21-056

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, the Borough of Bergenfield's Building Department has been advised that Monica Chalarca has submitted a letter of resignation for her position at Technical Assistant to the Construction Official effective January 29, 2021; and

**WHEREAS**, Monica Chalarca is entitled to \$1,969.00 in accord with her current contract with Bergenfield Building Department; and

**WHEREAS**, the Building Department, Borough Administrator, and Borough Attorney have reviewed this matter, and have approved Monica Chalarca's total payout (vacation, comprehensive) in the amount of \$1,969.00 to be paid as referenced above; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Bergenfield, County of Bergen, and State of New Jersey, hereby accepts Monica Chalarca's resignation as Technical Assistant to the Construction Official; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to the Bergenfield Building Department and Monica Chalarca immediately 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-057

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, it is necessary to appoint Special Counsel for the Borough of Bergenfield for a one-year term commencing January 1, 2021 thru December 31, 2021; and

**WHEREAS**, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Chasan Lamparello, Mallon & Capuzzo PC as for the year 2021; and

**WHEREAS**, the Mayor and Council would like to appoint Chasan Lamparello, Mallon & Capuzzo PC as the Special Counsel as the firm possesses the qualifications necessary to be appointed Special Counsel for the Borough; 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 Agreement between the Borough and Chasan Lamparello, Mallon & Capuzzo PC as Special Counsel for a one-year term expiring on December 31, 2021 be approved; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the 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 together with the Agreement to Chasan Lamparello, Mallon & Capuzzo PC 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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk

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

**Date: 1/19/2021**

**Resolution #21-057**

**To: Mayor and Council**

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

**Purpose: Award of a contract to Chasan Lamparello Mallon & Cappuzzo, PC as special counsel**

**Line Item (or Ordinance) to be Charged:**

**1-01-20-155-000-107 Not to Exceed \$ 50,000**

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**Richard Cahill, CFO**

**THIS AGREEMENT** made the            day of January, 2021, 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 N. Washington Avenue, Bergenfield, New Jersey (hereinafter the "Borough") party of the first part; and **CHASEN LAMPARELLO MALLON & CAPPUZZO, PC** having offices at 300 Lighting Way, Ste. 200, Secaucus, New Jersey 07094 (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 Special Counsel with regard to the matter *P.O. J. Brown*.

2. The Borough agrees to pay the Attorney an hourly rate of One Hundred Sixty-Five (\$165.00) Dollars; and Seventy-Five (\$75.00) Dollars per hour for paralegals for all work relating to *IMO P.O. J. Brown*. 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. 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

**CHASEN LAMPARELLO MALLON & CAPPUZZO, PC**

\_\_\_\_\_  
BY: \_\_\_\_\_

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-058

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**WHEREAS**, the Borough of Bergenfield wishes to enter into a Uniform Shared Services Agreement with Mid-Bergen Regional Health Commission for local public health services; and

**WHEREAS**, Mid-Bergen Regional Health Commission, hereinafter the Provider, shall provide a Health Officer on an as needed basis together with a Registered Environmental Health Specialist for 4 days per week for a total of 28 hours, in accord with Shared Services Agreement attached hereto and incorporated herein by reference; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.,) promotes the broad use of shared services to reduce local expenses; and

**WHEREAS**, the Agreement between the Borough and Mid-Bergen Regional Health Commission shall be for the term January 1, 2021 through December 31, 2021 at an annual cost of \$73,420.00 payable in four quarterly payments of \$18,355.00; and

**WHEREAS**, the Borough Administrator has reviewed the Shared Services Agreement provided by Mid-Bergen Regional Health Commission attached hereto and incorporated herein by reference and recommends the approval of same; and

**WHEREAS**, the Borough Attorney has prepared a contract agreement with Mid-Bergen Regional Health Commission, 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 Shared Services Agreement and Contract Agreement between the Borough of Bergenfield and Mid-Bergen Regional Health Commission for

public health services, copies of which are attached hereto and incorporated herein by reference, be and are hereby approved; and

**BE IT FURTHER RESOLVED**, that the term of the Agreement shall be for the period January 1, 2021 through December 31, 2021 at an annual cost of \$73,420.00 payable in four quarterly payments of \$18,355.00; and

**BE IT FURTHER RESOLVED**, that the Mayor is be and he is hereby authorized and directed to execute the attached Shared Services Agreement and Contract Agreement with Mid-Bergen Regional Health Commission 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 signed Shared Services Agreement and Contract Agreement to Mid-Bergen Regional Health Commission upon its passage.

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#### **CERTIFICATION OF FUNDS**

**I hereby certify to the availability of funds in the following account numbers for the amount of this proposal upon adoption of the 2021 Budget:**

**1-01-27-330-000-028**

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**Rich 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 19, 2021.**

**SEAL**

---

**Borough Clerk**

**UNIFORM SHARED SERVICES AGREEMENT  
BETWEEN  
Mid-Bergen Regional Health Commission  
And  
The Borough of Bergenfield  
  
FOR LOCAL PUBLIC HEALTH SERVICES**

Pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., the entities identified herein agree to the following terms and conditions:

**THIS AGREEMENT** is made by and between the Bergenfield Board of Health (herein after, the **Recipient**) and Mid-Bergen Regional Health Commission (herein after, the **Provider**) entered into on this First day of January 2021.

**THIS AGREEMENT**, pursuant to the provisions of the Local Health Services Act, N. J. S. A. 36:3A2-1 et seq., shall be for the purpose of ensuring a public health program in accordance with N.J.S.A. 40:8A-1 et seq. and N.J.S.A. 26:3A2-1 et seq. and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

**THIS AGREEMENT** shall adhere to all applicable local ordinances.

**A. ADMINISTRATION:**

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, with the Recipient municipality.
6. The Health Officer shall lead the investigation of public health emergencies within the Recipient's municipality.
7. The Provider and its Health Officer shall respond 24/7/365 with a 3-by-3 redundancy/back-up (3 staff with 3 means of contact) for all public health emergencies.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.

9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, and Licensure of Persons for Public Health Positions, N.J.A.C. 8:7.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future health department employees of the recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's health department with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health officer, or his designee, shall attend regular and special meetings of the Recipient's Board of Health, and shall report on relevant public health activities at that time.

**B. SERVICES:** 1. Health Officer on an as needed basis;  
2. Registered Environmental Health Specialist- 4 days/week=28 hours

**C. FINANCIAL TERMS:** \$73,420 per annum

Four Quarterly payments of \$18,355

The Mid-Bergen Regional Health Commission shall supply the terms described herein from January 1, 2021 through December 31, 2021

**FOR: Mid-Bergen Regional Health Commission**

**DATE**

  
\_\_\_\_\_

January 15, 2021

**FOR: Bergenfield Board of Health**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-059

Offered by \_\_\_\_\_ Seconded by \_\_\_\_\_

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

**RESOLUTION TO CONFIRM ENDORSEMENTS TO  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS –  
NORTH AND SOUTH RAILROAD AVENUE IMPROVEMENT PROJECT**

**WHEREAS**, a Bergen County Development Block Grant of \$248,892 has been proposed by the Borough of Bergenfield for the Bergen Avenue and 1st Street Improvement Project in the municipality of the Borough of Bergenfield, and;

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

**WHEREAS**, the aforesaid project is in the best interest of the people of the Borough of Bergenfield, and;

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

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Governing Body of the Borough of Bergenfield hereby confirms endorsement of the aforesaid project, and;

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be sent to the Director of the Bergen County Community Development Program so that implementation of the aforesaid project may be expedited.

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 19, 2021.

\_\_\_\_\_  
Borough Administrator

SEAL

\_\_\_\_\_  
Borough Clerk

BOROUGH OF BERGENFIELD  
BERGEN COUNTY, NEW JERSEY

**RESOLUTION**      No. 21-061

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. 21-061

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. Personnel
  - 1. Police Department Personnel Matters
- B. Attorney-Client Privilege
  - 1. PBA Local 309 Contact
- C. Contracts/Agreements
  - 1. Tax Collector Contract
  - 2. Local 108 R.W.D.S.U., UFCW

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 19, 2021.

SEAL

\_\_\_\_\_  
Borough Clerk